



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, November 15, 2023

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

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

1. Minutes from the October 18, 2023 Meeting
2. Consideration of a Lease Agreement with eDF Renewables for a +/- 6 Mega Watt Solar Array to be located on City-owned Property along Hogan Street South of Highway 64
3. Recommendation for the Sale of +/- 4.4 Acres of City-owned Property to Karl's Transport for the preservation of Future Development including the Potential Need for the Placement of a Septic System(s)
4. Professional Services Agreement with the Langlade County Economic Development Corporation for Office of Energy Innovation (OEI) Grant Related Construction Administration Services for the Ground Mounted Solar Array Project at the Wastewater Treatment Plant
5. Authorization to Pay Off the Debt Service for the Broadband Utility and Repay TIF 3 for the Advance with Existing Cash
6. Write Off Mark Burns Debt of \$2,960.60 from a Signal Light Accident on November 8, 2022
7. Review Budget Status as of October 31, 2023 (Information Only)
8. Discussion on the Fiscal Years 2024 and 2025 Budgets (Information Only)
9. Explanation of the Increase for the 2023 Tax Payable in 2024 (Information Only)
10. 2024 Ambulance Rate Increase of 7.5%
11. Approval to Award the Gasoline and Diesel Fuel Bid to Wagner Shell for 2024-2025
12. Ordinance Amending the Municipal Code of the City of Antigo 1095B, Chapter 38 Sections 38-371 to 38-410 Regarding the Use of All-Terrain Vehicles (ATV)/Utility-Terrain Vehicle (UTV) on City Streets
13. Proposed Building and Zoning Ordinance Alterations to Article VI Buildings and Building Regulations
14. Discuss Potential Ordinance Changes In Regards to Living in Camping Units and Storage in Yards

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: November 09, 2023

TERENCE BRAND



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: November 15, 2023
Re: Consideration of a Lease Agreement with eDF Renewables for a +/- 6 Mega Watt Solar Array to be located on City-owned Property along Hogan Street South of Highway 64

A copy of the proposed lease agreement with eDF Renewables for the construction of a 6 Megawatt solar array on +/- 40 acres of City-owned property along Hogan Street/Highway 64 is included in your packets. In addition to this document, I attached a copy of the comments sent to eDF Renewables based upon a review by Mike Winter and staff.

We are still waiting for a response from eDF Renewables relative to our comments. I am requesting the authorization from this Committee to advance the contract agreement language on to the December Council meeting subject to the final mitigation of any remaining matters to the satisfaction of our staff and City Attorney.

LEASE AGREEMENT

July [____], 2023

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EXHIBIT B - ENCUMBRANCES

EXHIBIT C - MEMORANDUM OF LEASE (INCLUDING EASEMENTS)

EXHIBIT D - PAYMENT TERMS

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is made on this _____ day of [_____] 2023 (the “Effective Date”), by and between the City of Antigo, a municipal corporation organized under the laws of the State of Wisconsin (the “Owner”), and **Antigo Solar Partners, LLC** a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns (“Project Company,” the Owner and Project Company, each, a “Party” and, together, the “Parties”).

In consideration of the foregoing recitals, of mutual premises of Owner and Project Company, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Project Company agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

§ 1.1 Definitions

(a) “Access Easement” means a right of use, right of access, and easement, over, across, and on the Leased Premises and the Owner Properties for ingress, egress, utility interconnection, including staging, location, installation, operation, maintenance, repair, and removal of Interconnection Facilities, and access to and from the Leased Premises or the Solar Facilities (whether located on the Leased Premises, on adjacent property, or elsewhere) by means of any existing roads, lanes, or driveways, or by such route or routes as Project Company may construct. The Access Easement includes the right to improve existing roads and lanes, or to build new roads, driveways and access-ways in such locations as Project Company may determine, and will run with the land and bind the Owner Properties, and will inure to the benefit of, and be binding upon, Owner and Project Company, as applicable, and their respective heirs, personal representatives, invitees, transferees, successors, and assigns, and all Persons claiming under them. Project Company has the right to assign in whole or in part its rights under the Access Easement.

(b) “Agreement” means this Lease Agreement (including all exhibits attached hereto) as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof.

(c) “Commencement of Construction” means the date during the Development and Construction Period when onsite activities for the installation and construction of the Solar Facility begins.

(d) “Commercial Operation” means, as determined by Project Company in its good faith and reasonable judgment, when the Solar Facility has successfully completed all performance tests, satisfies the interconnection requirements of the Utility, and is ready to commence the regular delivery of commercial quantities of electrical energy.

(e) “Commercial Operation Date” means the date that the Solar Facility achieves Commercial Operation, unless this Lease is terminated before the Solar Facility achieves Commercial Operation in accordance with § 3.1.1.

(f) “Comprehensive Arbitration Rules and Procedures” means such rules and procedures administered by JAMS.

(g) “Condition Satisfaction Date” shall have the meaning set forth in § 12.1.12.

(h) “**Construction Period**” means the period commencing on the Commencement of Construction and ending at 11:59 p.m. on the date immediately preceding the first day of the Operating Term or the date on which this Lease is terminated prior to the commencement of the Operating Term.

(i) “**Default**” shall have the meaning set forth in § 12.1

(j) “**Development and Construction Period**” means the period of time beginning on the Effective Date and, subject to § 6.2, ending upon the commencement of the Operating Term unless the Lease is earlier terminated prior to the Commercial Operation Date in accordance with its terms.

(k) “**Easement**” means all of the Access Easement, the Interconnection Easements, the Stormwater Easement, the Vegetation Easement, and the Solar Easement.

(l) “**Effective Date**” shall have the meaning set forth in the prefatory paragraph.

(m) “**Encumbrances**” shall have the meaning set forth in § 8.1.1.

(n) “**Event of Monetary Default**” shall have the meaning set forth in § 12.1.1.

(o) “**Exhibits**” means all those exhibits attached to or made part of this Agreement.

(p) “**Existing Access Easement Road**” means the approximately six hundred (600) feet of existing bituminous pavement road that connects with the intersection of Hogan Road and Pierce Avenue and that is located in the Access Easement.

(q) “**Financing Party(ies)**” means as applicable (i) any Person (or its agent) from whom Project Company (or an affiliate of Project Company) leases the Solar Facility, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Project Company (or an affiliate of Project Company) with respect to the Solar Facility, (iii) any Person (or its agent) who has or will invest in, finance, or purchase Project Company or substantially all of the assets of Project Company.

(r) “**Good Industry Practice**” means the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry, or the electric industry, as applicable, during the relevant time period and with respect to the operation and maintenance of generating equipment similar in size and technology to the Solar Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. “Good Industry Practice” is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

(s) “**Governmental Approval**” means any federal, state or local registration, filing, notice, permit, authorization or approval given or required by any Governmental Authority to authorize or condition an action by any Person with respect to the Leased Premises or any Easement, including any land-use, environmental, or other permit or approval, final, non-appealable certificates, orders, licenses, rezoning ordinances, and other approvals, required by any Governmental Authorities for the Planned Use of the Leased Premises and the Owner Properties, the Solar Facility, the Interconnection Facilities, and the Easements.

(t) “**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental,

judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law with respect to the activities of Project Company pursuant to this Lease.

(u) “**Governmental Authority Mandated Security**” shall have the meaning set forth in § 7.1.4

(v) “**Improvement**” shall have the meaning set forth in § 2.4.2.

(w) “**Interconnection Easement**” means the right to use and right-of-way on, over, under, above, and across the Leased Premises and Owner Properties for locating, accessing, installing, improving, operating, maintaining, repairing, replacing, and removing Interconnection Facilities. The Interconnection Easement shall include the right to install Interconnection Facilities under the Existing Access Easement Road. Such Interconnection Easement includes all of the rights and privileges for Interconnection Facilities as are set forth in this Lease. At the request of Project Company, Owner will grant to the Project Company or Utility by written instrument in recordable form reasonably acceptable in form and substance to the Project Company and Utility, one or more Interconnection Easements. Any Interconnection Easement in favor of Project Company will endure for the period co-extensive with the Term of this Lease, subject to earlier termination by Project Company by written notice to Owner as set forth herein. Any Interconnection Easement in favor of the Utility will endure for the period required by the Utility, and may be perpetual. Any Interconnection Easement will run with the Owner Properties and inure to the benefit of and be binding upon Owner, the Utility, and the Project Company and their respective heirs, personal representatives, invitees, transferees, successors, and assigns, and all Persons claiming under them. Project Company has the right to assign in whole or in part its rights under an Interconnect Easement to a third party that owns, operates and/or maintains electric transmission or distribution systems.

(x) “**Interconnection Facilities**” means electrical interconnection equipment, electrical transmission and/or distribution lines, and communications lines and related cables, wires, poles, pads, conduit, circuit breakers and transformers, culverts, consumables, or housing and any and all necessary and proper uses, facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy. Interconnection Facilities will be deemed to be a part of the Solar Facility.

(y) “**JAMS**” means the mediation services organization known as JAMS.

(z) “**Lease**” means this Lease Agreement or Agreement (including all exhibits attached hereto) as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof.

(aa) “**Lease Fee**” shall have the meaning set forth in ARTICLE 4 and **Exhibit D**, §II(a).

(bb) “**Lease Year**” shall have the meaning set forth in **Exhibit D**, §II(a).

(cc) “**Leased Premises**” means the (i) Leased Premises Acreage (ii) all right, title and interest of Owner in and to all easements, rights, privileges, appurtenances and appurtenant interests to the same or in any wise appertaining thereto, (iii) all right, title, and interest, if any, of Owner in any land lying in the bed of any street, avenue, or alley adjoining the Leased Premises to the center line thereof; and (iv) the rights pursuant to the Easements granted, or required to be granted hereunder.

(dd) “**Leased Premises Acreage**” means the real property legally described in **Exhibit A-1** attached hereto and depicted in the Survey attached hereto as **Exhibit A-5** and shall be ____ acres.

(ee) “**Legal Requirements**” means all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, Governmental Approvals required to conduct any and all such activities contemplated under this Lease.

(ff) “**Mortgage**” shall have the meaning set forth in § 2.411.3.

(gg) “**Net Removal Cost**” shall have the meaning set forth in § 7.1.4

(hh) “**Notice of Termination**” means written notice by one party to the other of its intent to terminate the Lease in conformance with § 2.4

(ii) “**Operational Notice**” means a notice concerning routine operational matters such as access to the other Party’s property under § 5.1.2 or § 8.2 and not a legal notice such as a Notice of Termination or the notice to the Owner identifying the Commercial Operation Date required under § 2.43.1.2.

(jj) “**Operating Term**” means the []¹ year period commencing on the Commercial Operation Date and terminating on the [] anniversary thereof, unless terminated earlier in accordance with the terms of this Lease, and subject to the Renewal Term and Removal Period as provided under this Lease.

(kk) “**Option**” means the Option To Lease Agreement between Owner as Optionor or Landlord and Project Company as Option Holder or Tenant Effective October 22, 2021.

(ll) “**Owner**” shall have the meaning set forth in the prefatory paragraph.

(mm) “**Owner Properties**” means the real property and improvements thereon and rights appurtenant thereto owned or controlled by Owner as depicted in **Exhibit A-5** that are composed of the Leased Premises and all real property adjacent to the Leased Premises.

(nn) “**Owner Retained Properties**” means Owner Properties excluding the Leased Premises.

(oo) “**Parties**” means Owner and Project Company together.

(pp) “**Party**” means Owner or Project Company.

(qq) “**Person**” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability partnership, limited liability company, trust, unincorporated association, institution or other entity, including a Governmental Authority.

(rr) “**Planned Use**” means the use of the Leased Premises for the development, permitting, staging, installation, construction, use, interconnection, commissioning, operation, maintenance, replacement, relocation from time to time, and, if applicable, removal of the Solar Facilities, and all uses reasonably related thereto, including conducting the Project Company Due Diligence, landscaping, vegetation management, snow removal, roadway and driveway construction and maintenance.

(ss) “**Project**” means the design, installation, construction, interconnection, operation, maintenance, removal, and decommissioning of the Solar Facility and activities related or incidental thereto.

¹ NTD: EDF to discuss with Antigo.

- (tt) **“Project Company”** shall have the meaning set forth in the prefatory paragraph.
- (uu) **“Project Company Due Diligence”** shall have the meaning set forth in § 5.1.1.
- (vv) **“Recognized Environmental Conditions”** means a recognized environmental conditions as defined in the current ASTM 1527-21 guidelines for Phase I Environmental Site Assessments or the presence of any hazardous substance at the Leased Premises.
- (ww) **“Remediation Agreement”** shall have the meaning set forth in § 2.4
- (xx) **“Removal Period”** means the period commencing the last day of the Term and concluding on the earlier of: (a) the date on which the Solar Facility (excluding, for this purpose, the Interconnection Facilities that are not owned by the Project Company) is removed from the Owner Properties consistent with this provision, or (b) the date that is 270 days after the last day of the Term, or such longer period as Owner may provide by extension.
- (yy) **“Removal Security”** shall have the meaning set forth in § 7.1.4
- (zz) **“Renewal Term”** means an extension of the Operating Term of []² years each.
- (aaa) **“Site”** means the any point where any Solar Facility is or may be located at any time from time to time.
- (bbb) **“Solar Easement”** means an exclusive easement on, over and across the entire Owner Properties including the Leased Premises for the following: the open and unobstructed access to the sun to the Solar Facility and to ensure adequate exposure of the Solar Facility to the sun. The Solar Easement grants the Project Company the right to maintain vegetation outside of and surrounding the Leased Premises in a condition that mitigates shading effect on the Solar Facility, in Project Companies’ sole discretion. In addition, the Solar Easement grants and conveys to Project Company an exclusive easement to and for the benefit of each Site and for a distance from each Site to the boundaries of the Leased Premises, together vertically through all space located above the surface of the Leased Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Leased Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Leased Premises. Project Company may maintain vegetation on, outside of, and surrounding the Leased Premises in a manner to mitigate shading effects on the Solar Facility. The Solar Easement will run with the Owner Properties and inure to the benefit of and be binding upon Owner and the Project Company and their respective heirs, personal representatives, invitees, transferees, successors, and assigns, and all Persons claiming under them. Project Company has the right to assign in whole or in part its rights under the Solar Easement.
- (ccc) **“Solar Energy Purposes”** means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.
- (ddd) **“Solar Facility(ies)”** means solar energy generating equipment, including photovoltaic arrays, DC/AC inverters, wiring, meters, monitoring software and tools. overhead and/or underground electrical transmission and communications lines, poles, electric transformers, energy storage facilities,

² NTD: EDF to discuss with Antigo

telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy generating equipment installations, roads, driveways and related and incidental improvements, facilities and equipment, and includes Interconnection Facilities for Solar Energy Purposes.

(eee) “**Stormwater Easement**” means a right of access and use for storm water and surface water drainage purposes on, over, across and under the Owner Properties for the benefit of the Leased Premises. The Stormwater Easement includes, without limitation, the right to drain into any storm water retention and/or detention facilities located on the Owner Properties, the right to make Improvements on the Leased Premises and/or the Owner Properties as reasonably required for such stormwater or drainage purposes, and the right to remove impediments to storm water and surface water flow. The Stormwater Easement will run with and bind the Owner’s Properties and will inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. Project Company has the right to assign in whole or in part its rights under the Stormwater Easement.

(fff) “**Survey**” means the survey of the Leased Premises prepared by a registered professional land surveyor attached to **Exhibit A-5**.

(ggg) “**Term**” shall have the meaning set forth in § 3.1.

(hhh) “**Termination Date**” means, subject to § 6.2, the date that is the earliest to occur of: (a) the commencement of the Operating Term, or (b) the termination of this Lease in accordance with a Notice of Termination and the Lease terms.

(iii) “**Transferred Property**” shall have the meaning set forth in § 10.1.2

(jjj) “**Unacceptable Due Diligence Items**” means and includes: (1) any Recognized Environmental Conditions that exist adjacent to, on, at, or under the Leased Premises; (2) conditions at, under, or around the Leased Premises or the Owner Properties the existence of which unreasonably restricts the ability of the Project Company to install, construct, or operate the Solar Facility on the Leased Premises, including a condition that materially increases the cost to Project Company to install or operate the Solar Facility; or (3) the inability to timely secure and maintain any Governmental Approval with respect to the Solar Project as is necessary to enable Project Company to occupy the Leased Premises and for the Commencement of Construction of the Project to occur.

(kkk) “**Updated Net Removal Cost**” shall have the meaning set forth in § 7.1.4

(lll) “**Utility**” means Wisconsin Public Service.

(mmm) “**Vegetation Easement**” means a right of use on, over, across, and under the Owner Properties for the benefit of the Leased Premises to plant, install, remove, and maintain Vegetative Improvements (defined below). The Vegetative Easement will include the right to access the Vegetative Improvements by foot or light duty vehicle over reasonable routes across the Owner Properties from public rights-of-way. The Vegetation Easement will run with and bind the Owner’s Properties and will inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, invitees, transferees, successors and assigns, and all persons claiming under them. Project Company has the right to assign in whole or in part its rights under the Vegetation Easement.

(nnn) “**Vegetative Improvements**” mean shrubs, trees, and other plants for the purpose of providing vegetative screening, sediment and erosion control, or any vegetative related purpose as required

for any Governmental Approval or other purpose deemed by Project Company as necessary or desirable to construct and operate the Solar Facility.

ARTICLE 2. LEASED PREMISES

§ 2.1 Lease of Leased Premises for Solar Energy Purposes

For the Term, Owner leases to Project Company, and Project Company leases from Owner, the Leased Premises for the Planned Use, for Solar Energy Purposes, **TO HAVE AND TO HOLD** the aforesaid Leased Premises unto Project Company for the Term.

§ 2.2 Access Easement

Owner hereby grants to Project Company for the Term an Access Easement. The location and dimensions of the areas of the Owner Retained Properties burdened by such Access Easement shall be as shown on **Exhibit A-2.**

§ 2.2.1 Existing Access Easement Road

- (a) A title review of the Owner Properties did not identify a highway order making the Existing Access Easement Road a public right of way; however, the Existing Access Easement Road connects to a public right of way, has similar appearances of a public right of way, and therefore may be construed as a public right of way. Owner agrees to, at its sole expense, maintain the Existing Access Easement Road in accordance with the standards and requirements generally applicable to public rights of way, including but not limited to regular maintenance, repairs, and snow removal, to ensure its safe and adequate use. Owner shall indemnify and hold the Project Company harmless from any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to activities on the Existing Access Easement Road, except to the extent caused by the negligent or intentional acts or omissions of the Project Company or its authorized representatives.

§ 2.3 Interconnection Easements

Owner hereby grants and agrees to grant in the future to Project Company certain Interconnection Easement and agrees to Grant to Utility as requested certain Interconnection Easements. The location and dimensions of the Owner Retained Properties burdened by such Interconnection Easement in favor of Project Company known as of the Effective Date shall be as shown on **Exhibit A-3.**

§ 2.4 Solar Easement

Owner acknowledges that the ability of Project Company to use the Leased Premises for the Planned Purpose may be affected by the extent of shading on the Solar Facility (excluding for this purpose only, the Interconnection Facilities).

§ 2.4.1 Open Access to Sun.

Owner hereby grants and conveys to Project Company the Solar Easement.

§ 2.4.2 Owner Improvements.

Buildings and other improvements located on the Leased Premises as of the Effective Date will be allowed to remain, and Project Company may not require their removal. Owner may not, nor allow, nor grant any other person or party the right to, place or plant any trees, buildings, or other structures or improvements (an “**Improvement**”) on, or use or occupy, the Leased Premises or the Owner Retained Properties within the areas burdened by the Solar Easement (or any other Easement) during the Term unless Owner has received written approval from Project Company for any such Improvement; provided, however, that if any Improvement is required pursuant to Legal Requirements or Governmental Approval, the Owner and Project Company will work together in good faith to agree on the location, dimensions, installation, construction, and maintenance of such Improvement so that the Improvement will have as minimal an impact as possible on the operation of the Solar Facility. Project Company may grant or withhold consent in its sole discretion as to any Improvement that is not required by Legal Requirements or Governmental Approval; including any such proposed Improvement that may, in the sole judgment of Project Company, impede or materially interfere with the open and unobstructed access to the sun to any Site or Solar Facility (located either on the Leased Premises or on the Owner Properties). If Owner is required pursuant to any Legal Requirements to install any Improvements at the Leased Premises or on Owner Properties that will adversely affect insolation or the electrical output of the Solar Facility, the Owner shall be required to reasonably compensate Project Company for lost revenues and cost of replacement and removal of the affected Solar Facility.

§ 2.4.3 Purchase of Additional Property.

The Owner will be responsible for maintenance of the additional property at its expense. Owner will not unreasonably disturb or disrupt the Planned Use, including the operation or output of the Solar Facility and, if applicable, shall grant Project Company a Solar Easement over such additional parcel(s).

§ 2.4.4 No Interference.

Owner will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open access to the sun, solar insolation or direction of solar light over and across the Leased Premises.

§ 2.5 Stormwater Drainage.

Owner grants to Project Company, for the Term, the Stormwater Easement.

§ 2.6 Vegetative Easement.

Owner grants to Project Company, for the Term, the Vegetation Easement. The location and dimensions of the Owner Retained Properties burdened by such Vegetation Easement, if any, shall be shown on **Exhibit A-4.**

ARTICLE 3. LEASE TERM

§ 3.1 Term

The “**Term**” of this Lease includes (a) the Development and Construction Period, (b) the Operating Term, (c) the Renewal Term(s) and (d) the Removal Period, subject to the limitations set forth in **§ 7.1.3.**

§ 3.1.1 Development and Construction Period

The rights of Project Company under this Lease will be in effect throughout the Development and Construction Period. During the Development and Construction Period, Project Company may undertake due diligence activities, including, but not limited to environmental, archeological, and geotechnical review of the Leased Premises; financial review of the Project; permitting; civil design and electrical engineering of the Solar Facility; and electrical interconnection studies and engineering; as well as onsite activities for the installation and construction of the Solar Facility. The Development and Construction Period shall continue until such time as the Project Company either (a) delivers a written notice to Owner terminating the same or (b) delivers a written notice to Owner that the Commercial Operation Date has occurred and that the Operating Term has commenced.

§ 3.1.2 Operating Term

The rights of Project Company under this Lease will be in effect throughout the Operating Term. Project Company will deliver written notice to Owner identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs.

§ 3.1.3 Renewal Term

Project Company will have the right, at its option, to extend the Operating Term for two (2) additional Renewal Terms. The Project Company shall be deemed to have elected to extend the then current term for an additional Renewal Term and the Term shall be renewed unless Project Company delivers a written notice to Owner prior to the expiration of the Operating Term or the then-applicable Renewal Term electing not to renew. The terms of the Lease during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein.

§ 3.2 **Termination**

The occurrence of any of the following events will terminate this Lease, effective on the Termination Date specified in a Notice of Termination under subsections (b) through (h), or in the agreement under subsection (a), as provided below, subject to the removal rights of Project Company as provided under this Lease:

(a) The written agreement of the Parties to terminate this Lease, in which event the effective date of termination will be as agreed by the Parties; or

(b) The termination of this Lease prior to the Commercial Operation Date as set forth in **§ 3.1**; or **§ 9.4**.

(c) The termination of this Lease by Project Company if Project Company is unsuccessful in obtaining any Governmental Approval, as determined by the Project Company in its sole discretion.

(d) The termination of this Lease by Project Company if it receives notice from Owner under **§ 5.2.2** that Owner declines to address Unacceptable Due Diligence Items. The effective date of any early termination pursuant to this Section shall be as set forth in the Notice of Termination from Project Company to Owner (which, in any event, shall not exceed ninety (90) days after the date such Notice of Termination is delivered to Owner).

(e) The termination of this Lease the event of significant damage or destruction of the Leased Premises as set forth in **§ 9.4**; or

(f) The termination of this Lease due to a Default by either party and the election of the non-breaching party to terminate the Lease pursuant to **ARTICLE 12**; or

(g) The termination of this Lease as to all or part of the Leased Premises by Project Company which it may choose, without limitation, to terminate by providing three (3) months' advance written notice to Owner at any time and for any reason or no reason.

The portion of the Leased Premises remaining after any partial termination of this Lease shall thereafter be the "Leased Premises" for purposes of this Lease and all payment amounts based on acreage shall be adjusted on a pro rata basis as determined by a survey prepared by the Project Company. Except as otherwise expressly provided in this Lease, all rights and obligations of the Parties hereunder shall be promptly terminated as of the Termination Date and neither Party shall have any further liability hereunder; provided, however, that (a) all unsatisfied obligations of the Parties accrued through the Termination Date shall survive until satisfied (or waived), and (b) without limiting subclause (a), the Parties' rights and obligations under **§ 7.1.3** and **§ 8.2** shall survive in accordance with such provision.

§ 3.3 Survival of Covenants

Owner acknowledges that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease including, but not limited to, the Easements, and the use by Project Company of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE 4. LEASE FEE

§ 4.1 Payments

Project Company will pay Owner a "**Lease Fee**" as defined in and according to the payment terms set forth in **EXHIBIT D - PAYMENT TERMS**.

§ 4.2 Taxes and Assessment

§ 4.2.1 Owner Taxes and Assessments.

Owner will pay, when due, any property taxes and assessments levied against the Owner Properties including the Leased Premises and all personal property taxes and assessments levied against any property and improvements owned by Owner and located on the Owner Properties.³ If Owner fails to pay any such taxes or assessments when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Owner or deduct the amount of its payment from any Lease Fee, rent, or other amount otherwise due to Owner from Project Company.

§ 4.2.2 Project Company Taxes and Assessments.

Project Company will pay all personal property taxes and assessments levied against the Solar Facility when due. Owner and Project Company agree jointly to use commercially reasonable

³ NTD: Option requires Option Holder and Owner to have further conversations regarding real property taxes. Current language is included as a placeholder.

efforts to cause the Leased Premises not to be reclassified from its present tax assessment, including any exemption, as applicable, as a result of this Lease.

§ 4.2.3 Tax Contest.

Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

§ 4.3 **Brokerage Fee.**

Project Company expressly acknowledges and represents to Owner that it has not dealt with a real estate broker with respect to this Agreement. Owner expressly acknowledges and represents to Project Company that it has dealt with no broker with respect to this Agreement. Project Company agrees to hold harmless Owner and indemnify Purchaser from and against any and all liabilities (including reasonable attorneys' fees and expenses) suffered or incurred by Purchaser as a result of any claims by any broker claiming to have represented Project Company as broker in connection with this Agreement. Owner agrees to hold harmless Peoples and indemnify Peoples from and against any and all liabilities (including reasonable attorneys' fees and expenses) suffered or incurred by Peoples as a result of any claims by any broker claiming to have represented Owner as broker in connection with this Agreement. The provisions of this § 4.3 shall survive expiration or the earlier termination of this Agreement.

ARTICLE 5. DUE DILIGENCE

§ 5.1 **Due Diligence Review**

§ 5.1.1

During the Development and Construction Period, in addition to vegetation management, seeding, and other site preparation or maintenance activities, Project Company may conduct or cause the due diligence review of the Leased Premises and the Owner Properties, including, as appropriate and without limitation, monitoring, testing and evaluating for solar energy generation, and related uses, surveying, environmental and cultural resource review, assessment, and inspection, structural analyses, surface tests, title research, and any other such tests, investigations and similar activities as Project Company may deem necessary or desirable (collectively, "**Project Company Due Diligence**"). Nothing in this section shall limit the rights of Project Company under any other provision of this Agreement. Upon the request of Project Company, Owner agrees during the Development and Construction Period to execute such documents or instruments reasonably necessary: (a) for Owner to confirm the Owner's representations and warranties of title set forth in this Lease; (b) to enable Project Company to record memoranda of easement in the appropriate registry of deeds that conform to the requirements of this Lease and that are presented to the Owner for execution; and (c) to enable the procurement of such Governmental Approvals with respect to the Project as are necessary to enable Project Company to occupy the Leased Premises for the Planned Use by of Project Company, including, without limitation, any application to rezone the Leased Premises. Upon termination of this Lease for any reason, Owner may use or abandon any Governmental Approvals procured by Project Company with respect to the Owner Properties, including the Leased Premises.

§ 5.1.2

Throughout the Development and Construction Period, Project Company, its agents, contractors and subcontractors shall have the right to enter upon the Owner Properties, upon reasonable prior notice to Owner, to perform Project Company Due Diligence. As soon as practicable after the Effective Date, Owner will provide Project Company true and complete copies of all documents, instruments, and other written materials in the Owner's possession or control relating to the Leased Premises, including copies of any Governmental Approvals relating to the Leased Premises.

§ 5.1.3

Prior to and during the Development and Construction Period, Project Company either shall secure or shall have secured any required Governmental Approvals with respect to the Planned Use of the Leased Premises, the Owner Properties, the Solar Facility, or any Easement by Project Company pursuant to this Lease,; and Owner shall provide commercially reasonable support to Project Company in connection with obtaining such Governmental Approvals. If Project Company is unable to timely obtain any such Governmental Approvals, Project Company shall have the right to terminate this Lease upon delivery of written notice of termination to the Owner.

§ 5.2 Notice of Unacceptable Due Diligence Items

§ 5.2.1

Project Company may, in its sole discretion, notify Owner in writing of items identified by the Project Company Due Diligence as Unacceptable Due Diligence Items that must be remedied or addressed and the time period within which such remedy must occur to enable the Leased Premises to be suitable for the Planned Use.

§ 5.2.2

Within thirty (30) business days after the delivery to Owner of any written notice of Unacceptable Due Diligence Items, Owner shall advise Project Company in writing: (a) that Owner will not mitigate, remedy or otherwise address the Unacceptable Due Diligence Item(s) identified in the notice (it being understood that Owner shall have no obligation whatsoever to remedy or otherwise address any Unacceptable Due Diligence Items); or (b) that Owner will address or remedy the Unacceptable Due Diligence Item(s) identified in the notice within the time period(s) specified in the notice, and, in such written response, Owner will specify the particulars of how Owner will remedy or address such Unacceptable Due Diligence Items within the identified time periods. If Owner advises Project Company that Owner will address an Unacceptable Due Diligence Item, the particulars with respect to the undertaking to remedy the Unacceptable Due Diligence Item, the timing of the undertaking, and the payment of costs relating to the undertaking shall be reflected and agreed by Owner and Project Company in a written "**Remediation Agreement**", that will be executed and delivered by the Parties, by which the Parties will be bound and on which they may rely. If any Remediation Agreement includes a remedy of any Recognized Environmental Condition, the Remediation Agreement will include Owner's agreement to indemnify Project Company and hold Project Company harmless from and against all damages relating to such Recognized Environmental Condition, and Owner shall retain responsibility for the removal and/or remediation of such Recognized Environmental Conditions. If such Recognized Environmental Conditions materially make infeasible the Commencement of Construction and the Parties confirm such fact in a Remediation Agreement, then the removal and/or remediation of the Recognized Environmental Conditions to the extent Commencement of Construction becomes feasible shall be

a condition precedent to Commencement of Construction; and the obligations of Owner under such Remediation Agreement shall continue until such Recognized Environmental Condition has been fully remediated in accordance with all Legal Requirements. If Owner declines by written notice to remove, remediate, address, and/or remedy as is appropriate to mitigate the Unacceptable Due Diligence Item(s) at, around, or under the Leased Premises or the Owner Properties in a manner acceptable to the Project Company, or if Project Company and Owner cannot agree on the terms of a Remediation Agreement within thirty (30) days after the initial delivery by one Party to the other Party of a draft Remediation Agreement, then the Owner shall be deemed to have declined to address the Unacceptable Due Diligence Items covered by the draft Remediation Agreement, and Project Company may either decide to proceed with this Lease or terminate this Lease, subject to and in accordance with § 3.1.1.

ARTICLE 6. CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION; CONSTRUCTION PERIOD

§ 6.1 Conditions Precedent to Commencement of Construction

Commencement of Construction by Project Company is subject to the satisfaction of the following conditions precedent:

(a) Satisfactory completion of Project Company Due Diligence with, the results thereof (including the results of any Owner response to any Unacceptable Due Diligence Items) being sufficient, in the sole judgment of Project Company to confirm the suitability of the Leased Premises for the Planned Use;

(b) If applicable, Owner's delivery of a Remediation Agreement pursuant to § 5.2 to address and/or remedy any Unacceptable Due Diligence Items as further set forth in § 5.2, and, if any Recognized Environmental Conditions addressed by the Remediation Agreement materially makes infeasible the Commencement of Construction, then the mitigation, removal and/or remediation of the Recognized Environmental Conditions to the extent Commencement of Construction becomes feasible;

(c) There shall be no conditions, encumbrances, or any other limitations affecting the Leased Premises that would unreasonably interfere with the Planned Use or quiet enjoyment of the Leased Premises by Project Company;

(d) Receipt of all required Governmental Approvals required by any Governmental Authorities for the Planned Use of the Leased Premises and the Solar Facility by Project Company;

(e) Approval of (i) this Lease and (ii) the construction contract (if any) for the Solar Facility by the Financing Parties;

(f) Execution of all necessary agreements with the Utility for interconnection of the Solar Facility to the Utility's electric distribution system; and

(g) Execution, delivery, and recording of any Easements, including any Interconnection Easements in favor of the Utility.

§ 6.2 Condition Satisfaction Date

Project Company shall notify the Owner in writing when the conditions precedent set forth in § 6.1 have been met and the date of delivery of such notice is referred to as the "**Condition Satisfaction Date**". If all

of the conditions precedent above are not satisfied by end of the Development and Construction Period, then the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate a new Termination Date, in light of such dates, then Project Company may terminate this Agreement by delivering a written Notice of Termination to the Owner.

§ 6.3 Permitted Use

During the Construction Period, Project Company may conduct in a good and workmanlike manner, in accordance with all Legal Requirements and Good Industry Practice, surveying, drainage and erosion control activities, clearing, ground leveling, compacting, grading, excavating, drilling, boring, landscaping, and all other installation and construction activities in connection with the generation, distribution, and transmission of energy via solar arrays, panels, and other related equipment, including construction or installation of any access roads and construction of related improvements that may be required pursuant to approval under any certificate, permit, license, or approval from any Governmental Authority or the interconnecting Utility, or any other applicable Legal Requirement. This provision shall not limit any construction related activities outside of the Construction Period deemed necessary or desirable by Project Company in connection with the construction of Solar Facility improvements that may precede or extend beyond the Construction Period.

§ 6.4 Lay-Down Area(s)

Owner hereby grants and conveys to Project Company a limited, exclusive right and license solely during the Construction Period and the period of 180 days thereafter on, over and across the area or areas on the Owner Retained Properties adjacent to the Leased Premises designated by the Project Company for the purpose of lay-down area(s), including for the placement, location, and maintenance of equipment and materials in support of the uses permitted pursuant to 3.

ARTICLE 7. PROJECT COMPANY'S COVENANTS AND RIGHTS

§ 7.1 Project Company covenants, represents and warrants to Owner as follows:

§ 7.1.1 Mechanics Liens

Project Company will keep the Leased Premises free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed for or furnished to Project Company or in connection with the use of the Leased Premises by Project Company. Project Company may contest any such lien, but shall post a bond or utilize other available means to remove any such lien that is created during the contested proceeding. Project Company agrees to otherwise remove any such lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of notice to Project Company of the creation of any such lien or encumbrance.

§ 7.1.2 Permits and Laws

Project Company and its designees will at all times comply with all Legal Requirements. Owner will provide commercially reasonable cooperation to Project Company in connection with Project Company's efforts to secure any Governmental Approvals. Project Company will have the right, in its sole discretion, to contest by appropriate legal means and proceedings brought in the name of Project Company or in the names of both Project Company and Owner, where appropriate or required, the validity or applicability to the Leased Premises or Solar Facility of any Legal Requirement now or hereafter made or issued. Owner will cooperate in every reasonable way in such contest, provided Project Company reimburses Owner for its reasonable and actual out-of-

pocket expense directly incurred in connection with such cooperation, to the extent Project Company has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Owner, will be controlled and directed by Project Company, but Project Company will protect Owner from the failure of Project Company to observe or comply during the contest with the contested Legal Requirement.

§ 7.1.3 Removal of Improvements of Project Company

During the Removal Period the Project Company will remove from the Owner Properties the Solar Facility, but excluding those Interconnection Facilities that are not owned by the Project Company. Project Company will make commercially reasonable efforts to remove the Solar Facility foundations in their entirety, such efforts to include the use of appropriately sized machinery and other mechanical equipment capable of removing such foundations in their entirety. With permission of the Owner, such permission not to be unreasonably withheld, any foundations not able to be completely removed with appropriately sized machinery or mechanical equipment and without significant excavation of soil or rock material may be partially left in place provided that such foundations are removed to a minimum will remove them to a depth of at least three (3) feet below existing grade. . The provisions of this Lease will continue in effect during the Removal Period, except that the only use of the Leased Premises will be the removal of the Solar Facility. During the Removal Period, Owner continues to grant Project Company access to the Owner Properties for permitted removal activities.

§ 7.1.4 Security for Removal of Solar Facility

During the 60-day period preceding the tenth (10th) anniversary of the Commercial Operation Date, Project Company shall procure from a licensed third party engineer an estimate of the projected cost of removal of the Solar Facilities, as of the tenth (10th) anniversary of the Commercial Operation Date, less the projected salvage and repurposing value of the Solar Facilities (the “**Net Removal Cost**”). On the tenth (10th) anniversary of the Commercial Operation Date, the Project Company shall establish for the benefit of the Owner and, as applicable, shall deliver to Owner, a “**Removal Security**” in the form (selected by Project Company, in Project Company's discretion) of an escrow account, letter of credit, bond, guarantee from an investment grade company, or equivalent surety substantially on the terms outlined in this provision. The amount of the Removal Security will be equal to the Net Removal Costs. During the 60-day period preceding the fifteenth (15th) and twentieth (20th) anniversary of the Commercial Operation Date, and again, if they should occur, during 60-day period preceding the twentieth (20th), twenty-fifth (25th), and thirtieth (30th) anniversary of the Commercial Operation Date, Project Company shall procure from a licensed third party engineer an updated removal cost less salvage and repurposing value (the “**Updated Net Removal Cost**”). On the fifteenth (15th) anniversary of the Commercial Operation Date, and again, if they should occur, on the twentieth (20th), twenty-fifth (25th), and thirtieth (30th) anniversary of the Commercial Operation Date, the Project Company will adjust the amount of the Removal Security to equal the Updated Net Removal Cost. If the Project Company is required by a Governmental Authority to establish a similar security for the removal of the Project Company's Solar Facilities (“**Government Authority Mandated Security**”), Project Company shall, at its own expense, establish such security and such Government Authority Mandated Security shall be considered for the benefit of the Owner and the amount of the Government Authority Mandated Security shall be credited toward the required amount of the Removal Security. If Project Company fails to remove the Solar Facility from the Leased Premises in accordance with the requirements of this Agreement by the last day of the Removal Period and if Owner removes the Solar Facility from the Leased Premises during the 180-day period following the Removal Period, the Owner shall have the automatic right to draw on the Removal Security to

reimburse the Owner for the costs actually incurred to remove the Solar Facility from the Leased Premises. The Removal Security shall be released and terminated on the earlier of: (a) the date on which Project Company removes the Solar Facility from the Leased Premises in accordance with the requirements of the Lease; and (b) the 181st day after the last day of the Removal Period.

§ 7.1.5 Insurance

Project Company will obtain and maintain in force the policies of insurance set forth in § 9.3 during the Term and any Removal Period. Project Company will provide Owner with copies of certificates of insurance evidencing this coverage upon request by Owner.

§ 7.1.6 Responsibility to Maintain

During the Term and subject to § 8.1.8 Project Company will, at its sole cost and expense, maintain the Solar Facility in good condition and in accordance with Good Industry Practice, ordinary wear and tear excepted. After the construction of the Solar Facility, Project Company will remove any construction debris and, subject to the Solar Easement, will restore the portions of the Leased Premises not occupied by the Solar Facility to substantially the same condition that such portions of the Leased Premises were in prior to the construction of the Solar Facility. The Solar Facility constructed, installed or placed on the Leased Premises by Project Company pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Project Company at any time. Project Company will maintain the Leased Premises and the Solar Facility. Notwithstanding the requirements of this Section, Project Company will have no subsurface maintenance or other obligations except to the extent of disturbance or release by Project Company on the Leased Premises.

§ 7.1.7 Environmental Matters

During the Term, Project Company will not use, store, dispose of, or release on the Leased Premises or cause or permit to exist or be used, stored, or disposed of on the Leased Premises as a result of the operations of Project Company, any substance a release or which would result in a Recognized Environmental Condition, except in such quantities as may be required in the operations Project Company is permitted to conduct on the Leased Premises and only if such use is in full compliance with all Legal Requirements.

§ 7.1.8 Compensation for Damage to Crops

If the Commencement of Construction occurs between April 1 and October 31 of any calendar year, and if crops are present on the Owner Properties, the Project Company will compensate Owner for any damage to said crops during the construction of the Solar Facility. The compensation due to the Owner shall be determined by multiplying the lost yield by the commodity price of the crop by the measure of area of the crop damage. The Owner shall submit historical yield evidence of the impacted field, a reasonable and justifiable market commodity price for the damaged crop, and a sketch with measurements of the area of the crop damage.

§ 7.1.9 Information Kiosks

Project Company may, at its own expense, install informational kiosks on the Leased Premises, however Project Company is not obligated to install such kiosks.

§ 7.2 Project Company Rights

§ 7.2.1 Project Company Improvements; Ownership of Solar Facility and Nature of Property

The Solar Facility constructed, installed or placed on the Leased Premises by Project Company pursuant to this Lease will be and remain the sole property of Project Company and Owner will have no ownership or other interest in the Solar Facility on the Leased Premises or on any Owner Retained Properties. The Solar Facility is and will remain personal property of the Project Company, notwithstanding any present or future common ownership of the Solar Facility and the Leased Premises and or the ownership of certain Interconnection Facilities by the Utility.

§ 7.2.2 Gates and Fences

Project Company may make alterations to any existing fence to secure access to the Leased Premises. Alternatively, Project Company may install a new security fence around the perimeter of the Solar Facility. If Owner maintains locks on exterior gates, Owner will provide Project Company with keys or with the combinations to such locks.

ARTICLE 8. OWNER'S COVENANTS AND RIGHTS

§ 8.1 Owner covenants, represents and warrants to Project Company as follows:

§ 8.1.1 Title and Authority

Except to the extent otherwise stated in this Lease, Owner is the sole owner of the Leased Premises and the Owner Retained Properties in fee simple and each Person signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, Easements and other rights granted to Project Company herein. Except as set forth on **Exhibit B**, there are no encumbrances or liens, mortgages, deeds of trust, leases or other exceptions to Owner's fee title (including other tenancies) against the Leased Premises (the "**Encumbrances**"). Owner agrees to deliver any documents necessary to correct any title defects and remove any encumbrances, other than the Encumbrances. All Persons having any ownership interest in the Leased Premises are signing this Lease as and on behalf of Owner. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. Owner expressly waives all existing and future statutory, common law, and other liens on the Solar Facility that Owner may have under Legal Requirements. To the extent that any such lien cannot be waived under Legal Requirements, Owner hereby subordinates such lien to all existing and future rights, liens and security interests in favor of the creditors of Project Company.

§ 8.1.2 Cooperation to Eliminate Lien Interference

Owner will cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any Person with an Encumbrance to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease. Owner will also provide Project Company with such further assurances and will execute or will use good faith and reasonable efforts to procure from third-party beneficiaries of Encumbrances and other liens any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents

that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders.

§ 8.1.3 Governmental Approvals

Owner acknowledges that the ability of Project Company to use the Leased Premises is contingent upon obtaining all Governmental Approvals with respect to the Planned Use to the satisfaction of Project Company in its sole discretion. Owner will also cooperate with Project Company to obtain and maintain during the Term any Governmental Approvals, or other permits or approvals needed for the Solar Facility. If deemed necessary by Project Company, Owner agrees to sign such documents and applications as are required for obtaining and maintaining throughout the Term, any Governmental Approvals with respect to the Planned Use. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Solar Facilities to be placed on or near the Owner Properties that are reasonably necessary, in Project Company's sole and absolute discretion, to carry out Project Company's Planned Use on or near the Leased Premises. In consideration of Owner's waiver provided in this § 8.1.3, Project Company shall indemnify and defend Owner from any claims arising from Project Company's failure to follow any applicable setback requirements.

§ 8.1.4 Quiet Enjoyment

Project Company will have the quiet use and enjoyment of the Leased Premises and the rights pursuant to the Easements in accordance with the terms of this Lease without any interference of any kind by Owner or any Person claiming through Owner. Owner and its activities on the Leased Premises and any grant of rights Owner makes to any other Person will be only as permitted under this Lease. Owner covenants that it will not: (a) interfere with any of the rights or activities of Project Company pursuant to this Lease, (b) suffer, permit, or allow interference with any of the rights or activities of Project Company pursuant to this Lease, (c) materially interfere or allow material interference with the solar insolation or direction of solar light over the Leased Premises, and (d) otherwise engage in activities or allow any activities that might impede or decrease the output or efficiency of the Solar Facility. Owner agrees that this Agreement shall run with the land, be binding on all parties claiming an interest in the Leased Premises or to the Owner Retained Properties to the extent of any Easements, and survive any transfer of the Leased Premises, the Owner Retained Properties or any interest therein.

§ 8.1.5 Litigation

No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated against Owner with respect to, or which could affect, the Owner Properties. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Project Company and provide Project Company with periodic updates of the status of said litigation, action, claim or proceeding that is ongoing.

§ 8.1.6 Title Insurance and Financing

Owner agrees that Owner shall execute and deliver to Project Company any documents reasonably required by the title insurance company and/or a financing party to effectuate the purposes of this Agreement within five (5) business days after presentation of said documents by Project Company; provided, however, in no event shall such documents materially increase any obligation or

materially decrease any right of Owner hereunder. Owner shall have no obligation to initiate the process to obtain title insurance on behalf of the Project Company.

§ 8.1.7 Exclusivity

Project Company will have the sole and exclusive rights to install and operate the Solar Facility on the Leased Premises, to use the Leased Premises for solar energy purposes and to convert all solar resources of the Leased Premises. In no event during the Term will Owner construct, build or locate or allow others to construct, build, or locate any solar energy facility or similar project on the Leased Premises.

§ 8.1.8 Responsibility to Maintain

Owner shall remain responsible for the performance of all obligations on the land within the Leased Premises outside of the area on which the Solar Facility resides that Owner incurred prior to the occupation of the Leased Premises by Project Company and upon which the use of the Leased Premises by Project Company relies. In no case shall Project Company be responsible for the performance of any obligations related thereto. If for any reason caused by Owner's action or failure to act, Project Company is prevented from reasonable access to the Leased Premises for the purposes set forth in this Lease, Owner shall take all necessary and reasonable steps to remove any such impediment to access and, if required by Project Company, Owner shall promptly provide an alternate means of access to the Leased Premises that is reasonably acceptable to Project Company. If Owner fails to remove any impediments to access or to provide such alternate means of access reasonably acceptable to Project Company, Project Company shall have the right but not the obligation to take all the necessary and reasonable steps to remove any impediments to access, at Owner's sole cost and expense. In no case shall Project Company be responsible for the performance of any obligations related thereto.

§ 8.1.9 Environmental Matters

Prior to the Effective Date, Owner has not and has not permitted or suffered any other Person to have used, stored, or disposed of, on the Leased Premises. From and after the Effective Date, Owner will not use, store, or dispose of on the Leased Premises or cause or permit to exist or be used, stored, or disposed of on the Leased Premises as a result of Owner's operations, any substance a release or which would result in a Recognized Environmental Condition, except in such quantities as may be required in the operations Owner is permitted to conduct on the Leased Premises and only if such use is in full compliance with all Legal Requirements. Owner represents and warrants to Project Company that, as of the date hereof, (i) there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Leased Premises in violation of any Legal Requirements; (ii) the Owner possesses and is in compliance with all environmental Governmental Approvals applicable to the Leased Premises; (iii) there are no outstanding claims or disputes concerning the Leased Premises or any Governmental Approvals relating to the Leased Premises; and (iv) there are no covenants, conditions, restrictions, Encumbrances, or other private restrictions encumbering the Leased Premises which in any way limit or otherwise restrict the use of the Leased Premises as contemplated by this Lease.

§ 8.1.10 Access by Owner to the Leased Premises

During the Term of this Agreement, Owner shall not enter on the area of the Leased Premises occupied by the Solar Facility, except in the case of an emergency without the consent of Project Company, such consent not to be unreasonably withheld, conditioned or delayed. Owner may enter the such area of the Leased Premises without the consent of Project Company in the event of an emergency provided that Owner promptly notifies Project Company of such entry and the nature of the emergency. Owner shall request permission to access the Leased Premises upon five (5) business days advanced written notice whenever the Owner desires to access the area of the Leased Premises occupied by the Solar Facility, unless there is an emergency which requires immediate access.

§ 8.1.11 Review and Approval of Solar Facility Design

Owner has reviewed the Solar Facility design and layout as shown in Exhibit A-5 and has no objection to the layout and explicitly no objection to the layout and location of the access drive, any installation and operation of conduit under the Existing Access Easement Road, installation of the project fence line as it may relate to utilities located along Hogan Road, the crossing of the interconnection run over the water utility line located along Hogan Road, and the installation of utility poles and interconnection line running parallel to Hogan Road. Furthermore, the Owner confirms that the Solar Facility design and layout will not conflict with any future or proposed developments or improvements over other Owner Properties. If the Project Company substantially modifies the Solar Facility fence line or any interconnection path or conduits located outside of the fence line, Project Company shall share the modifications with the Owner and the Owner shall, within ten (10) business days, review and provide a written response of its review either approving or rejecting the modifications, such modifications not to be unreasonable rejected.

§ 8.2 Owner Rights of Removal

If, as required pursuant to this § 7.1.3, Project Company fails to remove any of the Solar Facility, including those Interconnection Facilities owned by Project Company, by the last day of the Removal Period, then from and after the last day of the Removal Period, Owner may remove the Solar Facility, including such Interconnection Facilities, from the Owner Properties and dispose of them in its sole discretion. In such event, Project Company will reimburse Owner for all reasonable costs of removing the Solar Facility (including such Interconnection Facilities) as required by the Lease, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner.

ARTICLE 9. INDEMNIFICATION; INSURANCE; DAMAGE

§ 9.1 Liability of Project Company

Project Company and will defend, indemnify, and hold Owner harmless against all liability and claims of liability for injury or damage to person or property to the extent caused by Project Company's negligent or willful acts on or about the Leased Premises, excluding claims of liability or damage to person or property to the extent due to Owner or Owner's use of the Leased Premises, or related to claims occurring prior to the Term of this Lease.

§ 9.2 Owner's Liability

Owner will defend, indemnify, and hold Project Company harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises or Owner Retained Properties, excluding claims of liability or damage to person or property to the extent due to Project Company's negligent or willful acts on or about the Leased Premises.

§ 9.3 Insurance

At all times after the Effective Date and during the Term, Owner and Project Company shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each with the premiums thereon fully paid on or before due date, affording minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Project Company may meet the requirement through self-insurance.

§ 9.4 Damage or Destruction

In the event of significant damage or destruction of the Leased Premises and/or the Improvements of Project Company thereto, such that repair and restoration cannot reasonably be accomplished within one hundred eighty (180) days, consistent with the use permitted under this Lease, Project Company may terminate this Lease upon the Termination Date in the Notice of Termination to the Owner.

§ 9.5 Condemnation.

§ 9.5.1 Complete Taking.

If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Leased Premises, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Project Company under this Agreement shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises or the Improvements thereon, (ii) the date that Project Company is, in its sole judgment, no longer able or permitted to operate the Project in a commercially viable manner, or (iii) the date of the condemnation judgment. Project Company shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the parties shall be relieved of any and all further obligations and conditions to each other under this Agreement.

§ 9.5.2 Partial Taking.

If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Leased Premises, or any portion of the Improvements or the Leased Premises, then the interest and obligations of Project Company under this Agreement as to the portion of the Leased Premises so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of the Leased Premises or any portion of the Improvements or the Leased Premises, (ii) the date that Project Company is, in its reasonable judgment, no longer able or permitted to operate the Project, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Leased Premises; provided that all payments required under this Agreement shall then be prorated to reflect the number of acres condemned. If the remainder of the Leased Premises is or becomes insufficient or unsuitable for Project Company's purposes hereunder, as determined by Project Company in its sole discretion, then Project Company shall have the right to terminate this Agreement at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

§ 9.5.3 Apportionment, Distribution of Award.

On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (a) Any portion of the award with respect to Project Company's Improvements, or on account of any reasonable cost that Project Company may incur in the removal and relocation of Project Company's Improvements, to Project Company;
- (b) Any portion of the award by the court attributable to the value of Project Company's leasehold interest in and to the Leased Premises, to Operator;
- (c) All remaining amounts of the award, to Owner.

ARTICLE 10. ASSIGNMENT

§ 10.1 General Assignment

§ 10.1.1 By Project Company

Project Company shall have the right to assign or sublease all or a portion of its rights hereunder or to delegate its obligations under this Lease to WEC Energy Group, Inc., Wisconsin Public Service Corporation, Wisconsin Electric Power Company, Wisconsin Gas LLC, entities operating under the trade name WE Energies, any of their wholly owned subsidiaries, or to a subsidiary or affiliate of the Project Company without the prior written consent of the Owner. Any other assignment or transfer by Project Company shall require written consent of the Owner, which shall not be unreasonably withheld.

§ 10.1.2 By Owner.

Owner may transfer the fee interest in any portion of the Leased Premises or the Owner Retained Properties (such transferred property, the "**Transferred Property**"), so long as Owner shall assign and delegate the Lease to the successor in fee title to such Transferred Property, and shall assure that such transferee assumes the obligations of Owner under this Lease as to the Transferred Property and provides quiet enjoyment to the Project Company to the Transferred Property to the extent provided or required pursuant to this Lease. In addition, Owner shall give notice to Project Company of any transfer of Transferred Property (and any related assignment and delegation) prior to such transfer. To the extent that Owner fails to provide timely notice to Project Company of any such transfer and assignment, Owner shall assume liability for any payment-related default under this Lease that is attributable to Owner's failure to notify Project Company of such assignment. Further, if Owner assigns this Lease or any portion of this Lease as permitted hereby or with the consent of Project Company, such assignment shall require Owner's assignee to accept such assignment (and any related delegation), and, if required, to accept assignment of any additional agreements required with regard to Project Company's financing arrangements, including but not limited to a consent to the financing arrangements then in effect and an acknowledgement of the applicable Financing Party(ies).

Owner may not assign any interest in this Lease, including without limitation the right to receive payment, to any person who does not also acquire the fee ownership of the Leased Premises or Owner Retained Properties and any such assignment shall be void.

§ 10.2 Collateral Assignment

In addition to the assignment rights under § 10.1, Project Company shall have the right to effect, and Owner hereby consents to, the collateral assignment of the right, title and interest of Project Company in and to this Agreement to a Financing Party for the purposes of financing the Solar Facility.

ARTICLE 11. FINANCING ARRANGEMENTS; MORTGAGE

§ 11.1 Financing Arrangements

Project Company may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any Financing Party. Owner acknowledges that Project Company may obtain construction financing for the Solar Facility from a third party Financing Party and that Project Company may either obtain term financing secured by the Solar Facility or sell or assign the Solar Facility to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Owner acknowledges that in connection with such transactions Project Company may secure the obligations of Project Company by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, or other Financing Party, as applicable, Owner agrees as follows:

(a) **Consent to Collateral Assignment.** Owner hereby consents to both the sale of the Solar Facility to a Financing Party and the collateral assignment to the Financing Party of the right, title and interest of Project Company in and to this Agreement;

(b) **Rights of Financing Party.** Notwithstanding any contrary term of this Agreement:

- (1) **Step-In Rights.** The Financing Party, as owner of the Solar Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Project Company, any and all rights and remedies of Project Company under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Facility;
- (2) **Opportunity to Cure Default.** The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Project Company hereunder or cause to be cured any Default of Project Company hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any Default of Project Company under this Agreement or (unless the Financing Party has succeeded to the interests of Project Company under this Agreement) to perform any act, duty or obligation of Project Company under this Agreement, but Owner hereby gives it the option to do so;
- (3) **Exercise of Remedies.** Upon the exercise of remedies, including any sale of the Solar Facility by the Financing Party, whether by judicial proceeding or under any

power of sale contained therein, or any conveyance from Project Company to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Owner of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Default under this Agreement provided, however, that any transferee or assignee shall have experience operating solar energy facilities similar to the Solar Facility;

- (4) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Project Company under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Owner shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(c) Right to Cure.

- (1) Cure Period. Owner will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Project Company Default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
- (2) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of the assets of Project Company and shall, within the time periods described in § 11.1(c)(1) above, cure all Defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third Person, then such Person shall no longer be in Default under this Agreement, and this Agreement shall continue in full force and effect.

§ 11.2 Financing Party a Third Party Beneficiary

Owner agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this ARTICLE 11.

§ 11.3 Subordination, Non-Disturbance and Attornment.

Owner shall obtain not later than thirty (30) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Leased Premises. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Leased Premises, any Owner Properties

burdened by an Easement granted pursuant to this Lease, or right-of-way; provided, however, as a condition precedent to Project Company being required to subordinate its interest in this Agreement to any future Mortgage covering the Leased Premises, Owner shall obtain a non-disturbance and attornment agreement for the benefit of Project Company in the form reasonably satisfactory to Project Company, and shall recognize the right of Project Company to remain in occupancy of and have access to the Leased Premises as long as Project Company is not in Default of this Agreement beyond applicable notice and cure periods.

ARTICLE 12. DEFAULT

§ 12.1 Events of Default

A “**Default**” means an Event of Monetary Default, as described below, or an Event of Non-Monetary Default, as described below:

§ 12.1.1 Monetary Default

It will be an “**Event of Monetary Default**” if either Party fails to pay any amounts due under ARTICLE 4 of this Lease and the failure is not cured by the non-defaulting Party within sixty (60) days after notice of the failure is given to the Defaulting Party.

§ 12.1.2 Nonmonetary Default

It will be an “**Event of Non-Monetary Default**” if either Party fails to abide by any material term or condition in this Lease other than payments of amounts due that are an Event of Monetary Default, and the failure is not cured by the defaulting Party within one hundred eighty (180) days after notice of the failure is given by the non-defaulting Party, or, if such failure to abide by any other material term or condition in this Lease cannot reasonably be cured within one hundred and eighty days (180) then length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

§ 12.2 Remedies

If there is a Default, the non-defaulting Party may terminate this Lease or pursue other remedies available at law or equity.

§ 12.2.1 Termination

Upon the termination, Project Company will peaceably surrender the Leased Premises to Owner and remove the Solar Facility from the Leased Premises at the expense of Project Company, as set forth in § 7.1.3.

§ 12.2.2 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Project Company to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Project Company for such breach, and therefore, Owner agrees that Project Company will have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Project Company has no adequate remedy at law, and that an order of specific performance may be granted in favor of Project Company.

§ 12.3 Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF OWNER AND PROJECT COMPANY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

ARTICLE 13. MISCELLANEOUS

§ 13.1 Notices

Except for an Operational Notice, whenever this Lease requires either party to give notice to the other, the notice will be given in writing and delivered by certified mail, return receipt requested, to the party at the address set forth below:

If to Owner:

City of Antigo
700 Edison Street
Wisconsin 54409
Attention: Mayor
Email: mdesotell@antigo-city.org

If to Project Company:

Antigo Solar Partners, LLC
c/o EDF Renewables Distributed Solutions, Inc.
6940 Columbia Gateway Dr.
Suite 400
Columbia, MD 21046

With a copy to:

EDF Distributed Solutions, Inc.
5 Commerce Avenue
West Lebanon, NH 03784
Attention: General Counsel
Email: Counsel@edf-re.com

§ 13.2 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Project Company deems it to be necessary or desirable to meet legal or regulatory requirements, Project Company may request that Owner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner will execute and enter into the new lease with Project Company or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Leased Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any Governmental Authority, then, at Project Company's option, Owner and Project Company will amend this Lease or replace it with a different instrument so as to convert the interest

of Project Company in the Leased Premises to a substantially similar interest that makes Project Company eligible for such tax credit, benefit or incentive.

§ 13.3 Choice of Law

The laws of the state where the Leased Premises are located shall govern this Agreement without giving effect to conflict of laws principles.

§ 13.4 Arbitration and Attorneys' Fees

Any dispute arising from or relating to this Agreement shall be arbitrated in Milwaukee County, Wisconsin. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing Party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

§ 13.5 Full Agreement, Modification, Invalidity, Counterparts, Captions

This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter, including the Option that Terminated as of the Effective Date, and is binding upon and inures to the benefit of the Parties and, in accordance with the provisions of this Lease, their respective successors in interest.. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of Legal Requirements. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

§ 13.6 Recording

Owner and Project Company will execute in recordable form and Project Company will then record a memorandum of this Lease and Easements in the form attached hereto as **Exhibit C**. Owner hereby consents to the recordation of the interest of an assignee in the Leased Premises. In addition, if requested by Project Company, Owner will execute and deliver one or more instruments in recordable form granting the Easements herein granted and Project Company will record such instruments once so executed and delivered; provided that Project Company shall enjoy the Easement rights herein granted whether or not separate Easement grants are executed, delivered, or recorded. Additionally, Owner consents to the Project Company or its agent submitting an Electronic Real Estate Transfer Return ("eRETR") on behalf of the Owner and shall, upon request by the Project Company, provided the required information necessary to file the eRETR. Project Company shall pay any required transfer tax.

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IN WITNESS WHEREOF, the parties are executing and delivering this Lease as of the Effective Date.

Owner: City of Antigo Signature: _____ Printed Name: _____ Title: _____ STATE OF WISCONSIN COUNTY OF LANGLADE, SS. On this ____ day of _____, 2023, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true. Before me, _____ Notary Public My commission expires:_____	Project Company: Antigo Solar Partners, LLC By: EDF Renewables Distributed Solutions, Inc., Manager Signature: _____ Printed Name: _____ Title: _____ STATE OF _____ COUNTY OF _____, SS. The foregoing instrument was acknowledged before this ____ day of _____, 2023, by _____ the _____ of the Manager of [project company], a Delaware limited liability company, on behalf of the limited liability company. Before me, _____ Notary Public My commission expires:_____
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EXHIBIT A-1
DESCRIPTION OF LEASED PREMISES

Approximately [] acres, more particularly described as follows:

Note to Draft: Formal legal description will be provided by surveyor prior to execution of the lease. Please see mark-up of Site Plan Rev. K dated 05-16-2023 for proposed boundaries until legal descriptions and survey are finalized.

EXHIBIT A-2
DESCRIPTION OF ACCESS EASEMENT

Approximately [] acres, more particularly described as follows:

Note to Draft: Formal legal description will be provided by surveyor prior to execution of the lease. Please see mark-up of Site Plan Rev. K dated 05-16-2023 for proposed boundaries until legal descriptions and survey are finalized.

EXHIBIT A-3
DESCRIPTION OF INTERCONNECTION EASEMENT

Approximately [] acres, more particularly described as follows:

Note to Draft: Formal legal description will be provided by surveyor prior to execution of the lease. Please see mark-up of Site Plan Rev. K dated 05-16-2023 for proposed boundaries until legal descriptions and survey are finalized.

EXHIBIT A-4
DESCRIPTION OF VEGETATION EASEMENT

Approximately [] acres, more particularly described as follows:

Note to Draft: Formal legal description will be provided by surveyor prior to execution of the lease. Please see mark-up of Site Plan Rev. K dated 05-16-2023 for proposed boundaries until legal descriptions and survey are finalized.

EXHIBIT A-5**SURVEY**

The survey titled [], by [], dated [] is hereby attached and included in this Lease as Exhibit A-5.

Note to Draft: Formal legal description will be provided by surveyor prior to execution of the lease. Please see mark-up of Site Plan Rev. K dated 05-16-2023 for proposed boundaries until legal descriptions and survey are finalized.

EXHIBIT B - ENCUMBRANCES

1. Utility Easement to General Telephone Company of Wisconsin, dated October 31, 1967, recorded/filed in Volume 343, Page 27 as Document No. 212814.
2. Access Rights as set forth in Deed by Corporation recorded on February 01, 2010 as Document No. 407927.

EXHIBIT C - MEMORANDUM OF LEASE (INCLUDING EASEMENTS)

Subject to revision upon finalization of Lease.

[MEMORANDUM OF LEASE ON FOLLOWING PAGE]

Drafted by and Return To:

Attn: Scott Hesser
 Real Estate Counsel
 EDF Renewables Distributed Solutions, Inc.
 5 Commerce Avenue
 West Lebanon, NH 03784

Langlade City/County Tax Parcel No.: 2012894, 2012893.001,
 2012895.001, 2012896.002, 2012896.001

MEMORANDUM OF LEASE (INCLUDING EASEMENTS)⁴

THIS MEMORANDUM OF LEASE AND EASEMENTS (“Memorandum of Lease”) is entered into this ____ day of [____], 2023 by and between the City of Antigo, a municipal corporation organized under the laws of the State of Wisconsin (the “Owner”), and Antigo Solar Partners, LLC a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns (“**Project Company**”).

RECITALS:

A. Owner and Project Company have entered into a certain Lease Agreement (the “**Lease Agreement**”) dated [____], 2023 (the “**Effective Date**”), whereby Owner has agreed to lease to Project Company certain real property in the City of Antigo, a municipal corporation organized under the laws of the State of Wisconsin and being more particularly described in **Schedule A-1** attached hereto and depicted in the Survey attached hereto as **Schedule A-5 both** made a part hereof (the “**Leased Premises**”), and grant to Project Company access, interconnection, insolation, vegetation and stormwater Easements (defined below), over, under, above, and across the premises of Owner adjacent to the Leased Premises (the “**Owner Retained Properties**”).

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms in this Memorandum of Lease have the meaning assigned to them in the Lease and may be more fully defined therein. To the extent a definition is fully or partially included herein it is done so for convenience.

2. **Lease; Planned Use.** Owner and Project Company have entered into the Lease Agreement as of the Effective Date to lease and demise the Leased Premises for solar energy purposes and to grant the Easements (defined below). Pursuant to the Lease Agreement, Project Company has the exclusive right to use the Leased Premises for solar energy generating equipment, including photovoltaic arrays, DC/AC inverters, wiring, meters, monitoring software and tools. overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy

⁴ Conform to final Lease language as appropriate.

generating equipment installations, roads, driveways and related and incidental improvements, facilities and equipment, and includes Interconnection Facilities for Solar Energy Purposes (collectively, the “**Solar Facility**”), t. Solar Energy Purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

3. **Lease Term.** The “**Term**” of Lease Agreement includes the “**Development and Construction Period**,” which commences on the Effective Date and subject to certain conditions expires on the commencement of the Operating Term (defined below), and the “**Operating Term**,” which is the Twenty-Five (25) year period commencing on the date when the Solar Facility achieves Commercial Operation (the “**Commercial Operation Date**”); and up to two (2) “**Renewal Terms**” of []⁵ years each, in all cases subject to early termination in accordance with the Lease Agreement. Project Company will deliver written notice to the Owner identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs. Also, if the Lease Agreement is terminated after all or any portion of a Solar Facility is constructed on the Leased Premises, the Project Company shall retain access to the Leased Premises for a Removal Period of up to two hundred seventy (270) days following termination solely for the purpose of removing the Solar Facility in accordance with the terms of the Lease Agreement.

4. **Ownership.** Owner will have no ownership and other interest in any Solar Facility installed on the Leased Premises by Project Company and Project Company may remove any portion of, or all of, the Solar Facility at any time.

5. **Easements.** The Access Easement, Interconnection Easements, the Solar Easement, the Stormwater Easement and Vegetation Easement (all as defined below) are collectively referred to as the “**Easements**.”

(a) **Access Easement.** Owner grants to Project Company, for the Term an “**Access Easement**” with a right of use, right of access, and easement, over, across and on the Leased Premises and the Owner Retained Properties for ingress, egress, utility interconnection, including staging, location, installation, operation, maintenance, repair, and removal of Interconnection Facilities, and access to and from the Leased Premises or the Solar Facility (whether located on the Leased Premises, on adjacent property, or elsewhere), including the right to install, improve, and maintain access roads, driveways, and lanes. The Access Easement will include the right to improve existing roads and lanes, or to build new roads, driveways and access-ways. The location and dimensions of the Owner Retained Properties burdened by the Access Easement are shown on **Schedule A-2**. The Access Easement currently includes approximately six hundred (600) feet of existing bituminous pavement road that connects with the intersection of Hogan Road and Pierce Avenue (the “**Existing Access Easement Road**”).

(b) **Interconnection Easements.** Owner grants to Project Company an “**Interconnection Easement**” with the right to use and right-of-way on, over, under, above, and across the Leased Premises and Owner Properties for locating, accessing, installing, improving, operating, maintaining, repairing, replacing, and removing of Interconnection Facilities relating to the Project Company’s Solar Facility. The Interconnection Easement shall include the right to install Interconnection Facilities under the Existing Access Easement Road. At the request of Project Company, Owner will also grant to the local distribution utility (“**Utility**”). Interconnection Easements will be memorialized by written instrument in recordable form reasonably acceptable in form and substance to such Utility and Protect Company. The term of the Interconnection Easements in favor of Project Company will be the same as the Term; and the term of the Interconnection Easements in favor of the Utility may be perpetual. The location and dimensions of the

⁵ NTD: EDF to discuss with Antigo

Owner Retained Properties burdened by such Interconnection Easement in favor of Project Company shall be as shown on Schedule A-3.

(c) Solar Easement. Owner grants and conveys to Project Company an exclusive easement on, over and across the entire Owner Properties including the Leased Premises for the following: the open and unobstructed access to the sun to any Solar Facility and to ensure adequate exposure of such Solar Facility to the sun (the “**Solar Easement**”). The Solar Easement grants the Project Company the right to maintain vegetation outside of and surrounding the Leased Premises in a condition that mitigates shading effect on the Solar Facility, in Project Company’s sole discretion and for a distance from each Site to the boundaries of the Leased Premises, together. In addition, the Solar Easement grants and conveys to Project Company an exclusive easement for the benefit of each Site, the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located on the Leased Premises at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Leased Premises, together vertically through all space located above the surface of the Leased Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Leased Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Leased Premises. During the Term, Owner may not place or plant any trees, buildings or other structures or improvements (an “**Improvement**”) on or use or occupy, the Leased Premises or the Owner Retained Properties within the areas burdened by the Solar Easement (or any other Easement), unless Owner has received written approval from Project Company for any such Improvement Project Company may grant or withhold ; consent as to any proposed Improvement, subject to a limited exception for Legal Requirements or Government Approvals, including any such proposed Improvement that may, in the sole judgment of Project Company, impede or materially interfere with the open and unobstructed access to the sun to any Site or Solar Facility (located either on the Leased Premises or on the Owner Retained Properties). Owner will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open access to the sun, solar insolation or solar direction of solar light over and across the Leased Premises. Project Company may maintain vegetation on, outside of, and surrounding the Leased Premises in a manner to mitigate shading effects on the Solar Facility.

(d) Stormwater Easement. Owner grants to Project Company, for the Term, a right of access and use for storm water and surface water drainage purposes on, over, across and under the Owner Properties for the benefit of the Leased Premises (the “**Stormwater Easement**”). The Stormwater Easement includes, without limitation, the right to drain into any storm water retention and/or detention facilities located on the Owner Properties and the right to make Improvements on the Leased Premises and/or the Owner Properties as reasonably required for such stormwater or drainage purposes.

(e) Vegetation Easement. Owner grants to Project Company, for the Term, an exclusive easement (the “**Vegetation Easement**”) on, over, across, and under the Owner Properties for the benefit of the Leased Premises to plant, install, remove, and maintain shrubs, trees, or plants for the purpose of providing vegetative screening, sediment and erosion control, or any vegetative related purpose as required for any Governmental Approval or other purpose deemed by Project Company necessary or desirable to construct and operate the Solar Facility (collectively the “**Vegetative Improvements**”). The Vegetative Easement will include the right to access the Vegetative Improvements by foot or light duty vehicle over reasonable routes across the Owner Properties from public rights-of-way. The location and dimensions of the Owner Retained Properties burden by such Vegetation Easement, if any, shall be shown on Schedule A-4.

6. Lease and Easement Rights and Obligations. The Lease Agreement and the Easements and rights granted and obligations undertaken therein will burden the Leased Premises and the Owner Properties, and

will run with the land. The Lease Agreement and Easements will inure to the benefit of and be binding upon Owner and Project Company and, to the extent provided in any assignment or other transfer under the Lease Agreement or an Easement, any assignee or Project Company, and its and their respective heirs, personal representatives, invitees, transferees, successors and assigns, and all Persons claiming under them.

7. Purpose of Lease Memorandum. This Memorandum of Lease has been executed and delivered by the Parties for the purpose of recording and giving notice of the Lease and Easement rights in accordance with the terms, covenants and conditions of the Lease Agreement and Easements. The terms and conditions of the Lease Agreement and Easements are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement or an Easement and this Memorandum of Lease, the Lease Agreement or Easement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the ____
[____] day of [____], 2023.

OWNER:

CITY OF ANTIGO

a municipal corporation organized under the laws of the
State of Wisconsin

By: _____

Name:

Title: Mayor

STATE OF _____ WISCONSIN)
) ss.
COUNTY OF _____ LANGLADE)

On this ____ day of _____, 2023, personally appeared _____, Mayor of the City of Antigo, known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true.

[Project Company Signature Page Follows]

PROJECT COMPANY

Antigo Solar Partners, LLC
a Delaware limited liability company

By EDF Renewables Distributed Solutions, Inc.,
Manager

By: _____

Title: _____ of Manager

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before this ____ day of _____, 2023, by _____, the _____ of the Manager of Antigo Solar Partners, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

Schedule A-1
TO MEMORANDUM OF LEASE AGREEMENT
Legal Description of Leased Premises

Schedule A-2
TO MEMORANDUM OF LEASE AGREEMENT
Legal Description of Access Easement

Schedule A-3
TO MEMORANDUM OF LEASE AGREEMENT
Legal Description of Interconnection Easement

Schedule A-4
TO MEMORANDUM OF LEASE AGREEMENT
Legal Description of Vegetation Easement

Note to Draft: Formal legal description will be provided by surveyor prior to execution of the lease. Please see mark-up of Site Plan Rev. K dated 05-16-2023 for proposed boundaries until legal descriptions and survey are finalized.

EXHIBIT D - PAYMENT TERMS

- I. **Development and Construction Period.** As consideration for the rights of the Project Company from the Effective Date of the Lease through the last day of the Development and Construction Period, the Project Company shall pay the Owner a one-time payment equal to Four Hundred US Dollars (\$400.00 USD) per acre of Leased Premises (the “**Development and Construction Payment**”). The Development and Construction Payment shall be made within thirty days (30) of the Effective Date of the Lease.

II. **Operating Term**

- (a) *Lease Fee for Operating Term.* Subject to paragraph II(b), for each period of twelve (12) consecutive months during the Operating Term (each a “**Lease Year**”), Project Company shall pay to Owner an annual Lease Fee of Eight Hundred US Dollars (\$800.00 USD) per acre of the Leased Premises Acreage.
- (b) *Payment of Lease Fee.* The Lease Fee (subject to reduction for any proration amount) shall be due on the Commercial Operation Date for the first Lease Year and payable within sixty (60) days of the Commercial Operation Date, and payable in advance of each anniversary of the Commercial Operation Date for subsequent Lease Years. If the Term ends on a day other than the anniversary of the Commercial Operation Date, without limitation as to any Lease Fee due for any Removal Period, the annual Lease Fee paid for the Lease Year in which the termination occurs shall be pro-rated and refunded.
- (c) *Removal Period.* The Lease Fee payable for any Removal Period will equal (i) the annual Lease Fee for the Lease Year in which the Lease is terminated or expired, *multiplied by* (ii) the total number of days in the Removal Period, *divided by* (iii) 365. The Lease Fee payable for any Removal Period will be paid no later than thirty (30) days after the last day of the Removal Period.
- (a) *Escalator.* Beginning on the anniversary of the Commercial Operation Date and continuing for the duration of the Term, the annual Lease Fee shall be 2.0% greater than the Lease Fee paid in the immediately preceding Lease Year

REVIEW OF DRAFT SOLAR LEASE AGREEMENT with eDF RENEWABLES 10-11-23

- Page 8 Section 1.1 Definitions Line (jj) Operating Term
 - Original proposal called for 25 years + 2 extendable terms of 5 years each
 - I recall that negotiations with WE Energies resulted in a different term
 - Please confirm if that request was for 30 years + 2 extendable terms of 5 years each
 - We have no objections but just wanted to clarify this matter
- Page 11 Section 2.2.1 Existing Access Easement Road
 - Remove last sentence (hold harmless) in its entirety
 - City to only maintain portion of Pierce Avenue from Hogan Street to the gate
 - If City is to maintain Pierce inside of gate we suggest gate w/auto opener
- Page 12 Section 2.4.4 No Interference
 - Strike portion of 1st line “and will not allow any other party to materially interfere with”
 - City only controls zoning/building ordinances on surrounding private property parcels
- Page 14 Section 3.2 Termination
 - Section (g) strike “without limitation” in line 2 and replace the language of this section as follows:
 - The termination of this lease is subject to the prior written consent of the Owner as to allfor any reason or no reason
 - Strike “on a pro-rata basis” in paragraph #2 (line #3) and replace it with “as agreed by the parties”
- Page 14 Section 4.2 .1 Owner Taxes and Assessments
 - Strike entire section as being non-applicable for City-owned property
- Page 20 Section 7.1.5 Insurance
 - Insurance limits (refers to Section 9.3) to be verified by our Clerk-Treasurer/Finance Director
 - \$2,000,000 combined single limit appears adequate
- Page 21 Section 7.1.9 Information Kiosks
 - 1st sentence change “may” to “shall”
 - Kiosk can be placed by owner onto City property outside of fence along Hogan St
 - Place adjacent to future Springbrook walking trail
- Page 21 Section 7.2.2 Gates and Fences
 - Suggest automatic gate across Pierce Ave. for ease of maintenance access
 - Owner & City each to have a transmitter(s)
- Page 24 Section 8.1.11 Review and Approval of Solar Facility Design
 - Please verify proposed fence style as early as possible in design phase
 - Proposal indicated agricultural fixed-knot style fence
 - If other please specify for our concurrence

- Page 24 Section 8.2 Owner Rights of Removal
 - Last sentence strike the words “less any salvage value received by the Owner”
- Page 24/25 Section 9.1 Liability of Project Company
 - Remove “and” as a typo in the first line (third word)
 - Strike from middle of line 2 to the end “to the extent Term of this Lease”
 - Change line two to read as “liability for injury, damage or death to person or property for any reason occurring on the leased property during the term of the Lease”
- Page 25 Section 9.2 Owner’s Liability
 - Strike entire section
- Page 25 Section 9.3 Insurance
 - Strike final sentence
 - Add “Company to list the City of Antigo as an additional insured”
- Page 25 Section 9.4 Damage or Destruction
 - Add language “Company still responsible for removal of improvements according to Sections 7.1.3 & 12.2.1”
- Page 25 Section 9.5.1 Complete Taking
 - Add language “Company still responsible for removal of improvements according to Sections 7.1.3 & 12.2.1”
- Page 26 Section 10.1.1 By Project Company
 - Add language such that Company to provide the Owner with a 30-day notice
- Page 30 Section 13.1 Notices
 - Effective 1/5/24 based upon my retirement please change City contact to:
 - Karin Derauf, City Administrator
 - kderauf@antigo-city.org
- Page 31 Section 13.4 Arbitration and Attorneys’ Fees
 - First sentence change “Milwaukee County” to “Langlade County”

Other topics for consideration:

- Request that Company provide a solar-powered message board on north fence-line along Hwy 64 for use by both parties
- Perhaps we should add language allowing City to remove trees in northwest quadrant by a certain date while retaining any resale value. Company to be responsible for any needed stump removal.



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: November 15, 2023

Re: Recommendation for the Sale of +/- 4.4 Acres of City-owned Property to Karl's Transport for the preservation of Future Development including the Potential Need for the Placement of a Septic System(s)

Karl's Transport expressed an interest in the purchase of +/- 4.4 acres of City-owned property lying immediately west of their Highway 45 facility (formerly known as All-Car). At its northern limits, this parcel is adjacent to a residential housing development located within the Town of Rolling. The parcel zoning is Industrial (I-2).

I recommend that the sale of this parcel carry a restriction such that the northernmost portion have a 50' building/structure setback line so to respect the residential neighbors within the Town of Rolling. However, by example the construction of underground infrastructure such as a septic system/tile field would be acceptable within the 50' setback.

Upon your concurrence, for the recommendation for the sale of the parcel to Karl's Transport, the matter will advance to the November Finance Personnel & Legislative Committee where the following basic parameters will be a part of the discussion:

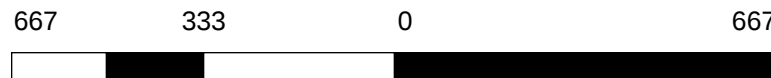
- Establishing a mutually agreed upon purchase price while considering Karl's Transport's history of commitment to employment creation within the community along with the potential of future economic development
- Consideration of reversionary language if anticipated development (i.e. the construction of a truck service/wash bay facility and/or new corporate offices) has not occurred to a projected level within 10 years of this property transaction

It is my recommendation (based upon their demonstrated history of economic development in the manufacturing sector along with the history of creating and retaining employment within the community) that the Finance, Personnel & Legislative Committee strongly consider the sale at a purchase price of \$4,000 per acre (based upon the original purchase price of this acreage by the City in 1998).



DISCLAIMER: This data is provided by the City of Antigo for informational purposes only. The City does not warrant or guarantee the accuracy or reliability of this data. The recipient of this data assumes any risk of its use for any purpose.

City of Antigo GIS



Print Date: 11/1/2023



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: November 15, 2023

Re: Professional Services Agreement with the Langlade County Economic Development Corporation for Office of Energy Innovation (OEI) Grant Related Construction Administration Services for the Ground Mounted Solar Array Project at the Wastewater Treatment Plant

On many occasions, the City has successfully partnered with the Langlade County Economic Development Corporation (LCEDC) for the administration of grant specific reporting requirements. These services have included periodic progress reports, on-site interviews for wage compliance and final documentation of invoicing to highlight some of the services.

In your packet, you will find a copy of a proposed Professional Services Agreement with LCEDC for services related to the administration of the Office of Energy Innovation grant associated with the ground-mounted solar array project at the City's Wastewater Treatment Plant. I asked LCEDC to provide us with their best estimate for services (based upon discussions with the Legacy Solar Co-op) as we have not been involved in this particular grant program in the past. The estimated services are projected to be \$2,600 for this project.

It is my recommendation to enter into this Professional Services Agreement with LCEDC in an amount not-to-exceed \$3,500 in order to assure that if additional expenses (due to are unfamiliarity with the program) occur that we have the ability to advance the project oversight criteria without returning to the Committee/Council process for additional funds.

**PURCHASE OF SERVICE AGREEMENT FOR
ADMINISTRATIVE SERVICES BETWEEN
LANGLADE COUNTY ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF ANTIGO**

**WISCONSIN PUBLIC SERVICE COMMISSION
ENERGY INNOVATION GRANT
AGREEMENT**

This agreement is made and entered into by and between the City of Antigo ("Grantee") and the Langlade County Economic Development Corporation ("The Management Agent"). This contract is effective as of ____ - _____, and after signature of all parties.

1. Appointment and Acceptance. The Grantee appoints the Management Agent as consulting agent for the management of the grant described in this Agreement, and the Management Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement.
2. Description of Project. The Project to be managed by the Management Agent under this Agreement (the "Project") Energy Innovation Grant to be awarded by the Wisconsin Public Service Commission.

The Project further described as follows:

Name: 2022- Energy Innovation Grant Program - Wisconsin Public Service Commission

Location: City of Antigo Waste Water Treatment Plant, N2420 Koszarek Rd., Langlade County, Wisconsin

3. Definitions. As used in this Agreement:
 - A. "WPSC" means the Wisconsin Public Service Commission
 - B. "EIGP" means the Energy Innovation Grant Program
 - C. "Grantee" means the City of Antigo
 - D. "Management Agent" means the Langlade County Economic Development Corporation.
 - E. "Principal Parties" means the Grantor, Wisconsin Public Service Commission and the Management Agent.
4. WPSC Requirements. In performing its duties under this Agreement, the Management Agent will comply with pertinent requirements of the WPSC.

5. Employees. The Management Agent prescribes the number, qualifications, and duties of the personnel to be regularly employed in conjunction with this management Agreement, including the Economic Development Corporation Director and the Assistant Director. All such personnel will be employees of the Management Agent and will be hired, paid, supervised, and discharged by the Agent in accordance with Management Agent policies and procedures.
6. Legal, Insurance, Accounting and Auditing. The Grantee will provide such legal, accounting and insurance services as may be required by the Project and such auditing service as the grantee and/or WPSC may require.
7. Compliance with Government Orders. The Management Agent will take such action as may be necessary to comply on a timely basis with any and all governmental orders or other requirements affecting the Grant, whether imposed by Federal, State, or Municipal authority, subject, however, to the limitations stated in this Agreement. Nevertheless, the Management Agent shall take no such action so long as the Grantee is contesting, or has affirmed its intention to contest, any such order or requirement. The Management Agent will notify the Grantee in writing of all notices of such orders or other requirements.
8. Nondiscrimination. In connection with the performance of work under this contract, the Management Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in s. 51.0(5), sexual orientation, 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 Management Agent further agrees to take affirmative action to insure equal employment opportunities. The Management Agent agrees to post in a conspicuous place, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Management Agent's Compensation. The Management Agent will be compensated for services provided under this Agreement by management fees. The Grantee shall be billed by written invoice and fees shall not be prorated. The total amount billed is projected to be billed for 50 hours of actual administration time for a total of **\$2,600.00** for this contract. Any additional hours or other administrative or management costs attributable to the project that are not part of this contract will be billed directly to the Grantee. In the event that the project is not completed within twelve months, the Management Agent will continue to manage the grant until completed.

Service to include:

- LCEDC to serve as Labor Standards Officer to include:
 - Perform Contractor Payroll Certification Reviews
 - Verify Contractor Payroll Underpayment Reimbursement
 - Assist Consultant with Close-Out Documents for Labor Standards
 - Assist in any other reporting requirements as specified in the grant agreement

10. Term of Agreement. This Agreement shall be in effect for the period, beginning _____, through the "close-out" of the loan program, subject, however, to the following conditions:

- A. This Agreement will not be binding upon Principal Parties until approved by the Antigo City Council, President of the Economic Development Corporation, and the Director of the Economic Development Corporation.
- B. Any, and all amendments made to the WPSC EIGP Contract shall apply to this Agreement as appropriate.

11. Interpretive Provisions.

- A. This Agreement constitutes the entire Agreement between the Grantee and the Management Agent with respect to the management and the operation of the Project.

12. Termination. In the event of unsatisfactory work by the Management Agent, as judged by the Grantee, the Grantee shall give written notice to the Management Agent identifying the deficiencies. If unsatisfactory work continues, the Grantee upon second written notice, may declare this agreement null and void. The Grantee may also terminate this agreement for any reason upon a 90-day written notice.

IN WITNESS WHEREOF, the Principal Parties (by their duly authorized officers) have executed this Agreement on the date first written above.

GRANTEE SIGNATURE

By: Terence Brand
Mayor

GRANTEE SIGNATURE

By: Kaye Matucheski
Clerk/Treasurer

MANAGEMENT AGENT

By: Tom Bauknecht
President

MANAGEMENT AGENT

By: Angela Close
Director



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: November 15, 2023
Re: Authorization to Pay Off the Debt Service for the Broadband Utility and Repay TIF 3 for the Advance with Existing Cash

When the Broadband Utility was created, the City borrowed funds and received a grant for the costs. The City also advanced funds from TIF 3 and the Public Improvement Funds. When the decision was made to lease the utility to Wittenberg Wireless, lease payments were set up which has been the funding source for the debt service payments.

Currently there are enough funds on hand from these lease payments to call the debt of \$465,000 early, which will save approximately \$50,000 in interest charges. In addition, there are funds available to reimburse TIF 3 the \$100,000 that was advanced before TIF 3 is closed in 2024.

There are still seven years remaining on the lease and those proceeds will reimburse the Public Improvement Fund for the advance of \$531,000. There was also a grant of \$94,500 received that will need to be reimbursed at the end of the lease due to the privatization of the utility.

At this meeting, I am requesting approval to call the debt early and pay the TIF 3 advance with existing Broadband Utility funds. If approved a resolution will be forwarded to Council.

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



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: November 15, 2023
Re: Write Off Mark Burns Debt of \$2,960.60 from a Signal Light Accident on November 8, 2022

A signal light at the intersection of Fifth Avenue and Superior Street was hit by a truck on November 8, 2022. The damage repairs totaled \$2,960.60, which the City has been trying to collect from Mark Burns who was driving the vehicle that hit the light pole.

According to the City Attorney, Mike Winter, they have been unsuccessful in tracking down where Mr. Burns is at as he is not at the address in Texas that we had. Mr. Winter has suggested the City write these charges off instead of spending additional City funds trying to find Mr. Burns. If the Committee approves this, a resolution writing this charge off to bad debt will be forwarded to Council in December.

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



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: November 15, 2023
Re: Review Budget Status as of October 31, 2023 (Information Only)

Attached is an updated Expenditure Budget Worksheet to show the status of the 2023 budget for the General Fund.

Should you have any questions, please feel free to contact the department manager or me for further explanation.

EXPENDITURE BUDGET THROUGH 10-31-2023

FUNCTION AREA	2023 BUDGET incl. Carry Forwards	2023 EXPENDED as of 10-31-23	2023 PERCENT % EXPENDED			
COUNCIL						
Council	46,825	45,818	97.85%			
Legal	135,633	119,147	87.84%			
Donations	80,800	58,400	72.28%			
TOTAL COUNCIL	263,258	223,365	84.85%			
ADMINISTRATION						
Codification of Ordinances	11,177	4,630	41.42%			
Labor Attorney Fees	22,750	70,403	309.47%			
Bank Charges/Cash Short/Over	26,500	24,804	93.60%			
Mayor	29,527	23,268	78.80%			
Administrative Services	178,750	169,844	95.02%			
Clerk-Treasurer	421,425	364,634	86.52%			
Elections	26,939	15,814	58.70%			
Information Services	319,304	292,298	91.54%			
Safety Coordinator	12,576	9,964	79.23%			
Accounting and Auditing	25,000	22,071	88.28%			
Cable Television	0	0				
Contractual Assessing Services	33,000	27,394	83.01%			
General Buildings/City Hall	99,320	78,776	79.32%			
Taxes	4,500	588	13.07%			
General Insurance	15,571	16,215	104.13%			
Bldg Inspector/Zoning Admin	222,444	178,011	80.03%			
Director of Public Works	268,911	254,193	94.53%			
Economic Development	73,700	67,637	91.77%			
WelFit Participation Fee	2,000	5,401	270.06%			

FUNCTION AREA	2023 BUDGET	2023 EXPENDED	2023 PERCENT %			
Employment Practices Liability	6,447	4,933	76.52%			
Unemployment Comp Assessmn	0	0				
125 Plan	0	0				
Severance Reserve	111,213	64,213	57.74%			
TOTAL ADMINISTRATION	1,911,054	1,695,093	88.70%			
POLICE	2,157,552	1,815,484	84.15%			
TOTAL POLICE	2,157,552	1,815,484	84.15%			
FIRE/AMBULANCE						
Fire Protection	631,418	582,320	92.22%			
Ambulance **	2,147,780	1,273,072	59.27%			
TOTAL FIRE/AMBULANCE	2,779,198	1,855,392	66.76%			
STREET DEPARTMENT						
Flood Control	28,888	1,407	4.87%			
Street Commissioner	163,908	146,080	89.12%			
Street Shop Operations	223,186	179,125	80.26%			
Street Machinery Operations	303,698	237,665	78.26%			
Street Maintenance	378,411	346,005	91.44%			
Street Construction	13,271	0	0.00%			
Snow & Ice Control	242,067	233,058	96.28%			
Tree & Brush Control	52,106	37,215	71.42%			
Weed Control	31,220	6,973	22.34%			
Street Signs & Markings	124,118	99,902	80.49%			
Bridges	13,345	1,167	8.75%			
Alleys & Boulevards	47,745	24,785	51.91%			
Parking Lots	34,619	35,479	102.48%			
Street Dept. Outside Labor	15,865	18,740	118.12%			
Street Dept. Other Dept Labor	16,420	11,736	71.48%			

FUNCTION AREA	2023	2023	2023			
	BUDGET	EXPENDED	PERCENT %			
Spring Clean Up	32,790	20,503	62.53%			
Celebrations	29,134	19,128	65.66%			
TOTAL STREET DEPARTMENT	1,750,791	1,418,969	81.05%			
PARK/REC/CEMETERY DEPT						
Cemeteries	48,381	26,607	54.99%			
Parks & Playgrounds	290,994	236,375	81.23%			
Ball Parks	37,753	53,961	142.93%			
Park & Rec Administration	147,286	134,758	91.49%			
Recreation Programs	17,200	10,205	59.33%			
Office & Shop	35,427	45,568	128.62%			
Machinery Operations	46,483	45,225	97.29%			
PRC Dept Other Dept Labor	0	0				
Splash Pad	13,406	2,718	20.27%			
Parks Snow & Ice	26,526	39,143	147.56%			
Ice Skating Rinks	17,971	8,217	45.72%			
Skate Park	2,000	0	0.00%			
Campground	9,848	14,769	149.97%			
Forestry	22,383	40,958	182.99%			
TOTAL PARK/REC/CEMETERY	715,658	658,504	92.01%			
MISCELLANEOUS						
Demolition of Buildings	248,900	42,132	16.93%			
Street Lighting	163,936	120,436	73.47%			
Animal Pound	3,000	0	0.00%			
Contingency Fund	50,000	20,125	40.25%			
TOTAL MISCELLANEOUS	465,836	182,693	39.22%			
TOTAL OPERATING BUDGET	10,043,347	7,849,500	78.16%			

FUNCTION AREA	2023 BUDGET	2023 EXPENDED	2023 PERCENT %			



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: November 15, 2023
Re: Discussion on the Fiscal Years 2024 and 2025 Budgets (Information Only)

Mayor Brand asked that an item be included on the Committee agenda for the 2024 and 2025 Budgets so that discussions can begin on the budget process just completed and the next year's process. This is for discussion purposes and the 2025 budget will appear as a regular item on future agendas.



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: November 15, 2023
Re: Explanation of the Increase for the 2023 Tax Payable in 2024 (Information Only)

At the November meeting, the Council approved the 2024 budget with a mill rate of \$9.820119, which is a 1.6 cent increase from the 2023 budget. This is the only portion of the tax levy that is controlled by the City. The rest of the tax levy is decided by each taxing entity: Langlade County, Unified School District of Antigo, Northcentral Technical College, and the Inland Lake District. In addition, the Tax Incremental Finance Districts (TID) levy is a calculation based on the amounts of the tax levies. When the tax levy increases, the TID levy also increases.

A preliminary look at the overall mill rate increase without applying the Lottery Credit or the School Tax Credit indicates the total tax bill will increase by \$2.65 per \$1,000 for City residents. This is \$265 on a \$100,000 home or \$132.50 on a \$50,000 home. I wanted to provide an explanation of where these increases came from. Following is each taxing entities increase/decrease:

Taxing Entity	Levy Difference	Mill Rate Difference
City of Antigo	\$ 33,494.00	\$ 0.016
Lake District	\$ 44,500.00	\$ 0.116
Langlade County	\$-27,731.98	\$-0.117
Northcentral Technical College	\$ 37,395.46	\$ 0.089
Antigo School District	\$822,816.59	\$ 2.117
Tax Incremental Finance Districts	\$167,783.19	\$ 0.429
Total Tax Increase for City Residents	\$1,078,257.26	\$ 2.65

Because the City collects the first installment for all the taxing entities, many people think we are the cause of increases. I plan to have some information on a board before you come in to our office showing these calculations and graphs as to where the money from their taxes goes and where the large increase came from.

This is information only as we wanted you to be aware of this breakdown in case you get comments from your residents about the increase. Remember the only amount that you have control over is the City of Antigo and that is a 1.6 cent increase.

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



To: Mayor and City Council
From: Corey Smith, Fire Chief
Date: November 15, 2023
Re: 2024 Ambulance Rate Increase of 7.5%

I would like to increase the 2024 ambulance base rates 7.5%. The chart below indicates the changes.

Ambulance Base Rate 7.5% Increase		
	2023 Rate	2024 Rate
911 BLS - Resident	\$ 895.74	\$ 962.92
911 BLS - Non Resident	\$ 1,046.79	\$ 1,125.30
911 ALS 1- Resident	\$ 1,108.78	\$ 1,191.94
911 ALS 1- Non Resident	\$ 1,273.84	\$ 1,369.38
911 ALS 2 - Resident	\$ 1,279.88	\$ 1,375.87
911 ALS 2 - Non Resident	\$ 1,445.80	\$ 1,554.23
Mileage	\$ 23.54	\$ 25.31
Interfacility BLS	\$ 1,395.71	\$ 1,500.39
Interfacility ALS 1	\$ 1,482.94	\$ 1,594.16
Interfacility ALS 2	\$ 1,657.40	\$ 1,781.71
Interfacility Specialty Care	\$ 2,583.69	\$ 2,751.63
IV Starts	\$ 100.00	\$ 100.00
Event Stand-By - Local Organizations	\$ 60.00	\$ 60.00
Event Stand-By - Out of Town Organizations	\$ 100.00	\$ 100.00
Return Home	\$ 300.00	\$ 300.00

I would like this rate to take effect January 1, 2024.

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

**CITY OF ANTIGO
GASOLINE / DIESEL CONTRACT**

Two Year Contract Price (2024 and 2025)

Calendar Year: January 1, 2024 beginning at 2400 (12:00 a.m.) and concluding on December 31, 2025 at 2359 (11:59 p.m.)

Minimum Octane: 87

May not exceed 10% ethanol

- Service station must be accessible and available for 24-hour fueling services
- Offer alternative access to fuel during emergency event(s).
- Successful bidder will provide the City of Antigo with a clear method for operators to use 24-hour fueling services.
- Successful bidder must be able to offer the following fuels: Off Road, Gasoline and Diesel.

Diesel fuel must be blended to prevent freezing during the months of December through March. Documentation must be provided to show verification of additives.

Service station must provide receipt to employee at the time of purchase with the following information:

- Authorized signature
- Date of sale
- Number of gallons
- Current "pump price" per gallon and total cost

Monthly invoice must contain detailed reports that include the following:

- The total gallons purchased since the last billing itemized by department and vehicle identification system.
- The total cost, prior to and after any discount, if possible
- Service station will credit all federal taxes on billing

The City of Antigo reserves the right to reject any or all bids and to accept the bid deemed the most advantageous to the City.

Two Year Contract Price (2024-2025)

BID: Off Road fuel will be discounted ___\$0.14_ cents from the posted pump price on the date of purchase.

BID: Gasoline will be discounted ____\$0.14____ cents from the posted pump price on the date of purchase.

BID: Diesel fuel will be discounted ____\$0.14____ cents from the posted pump price on the date of purchase.

BID: Diesel Emissions Fluid will be discounted ____\$0.14____ cents from the posted pump price on the date of purchase.

Discount includes additional Credit Card Savings for Gasoline, Diesel and Off Road Fuel:

Yes ☒ No ☐

Total cost of Tax Exempt Filing Fee: _____\$0_____

Please Print Alternative Access Plan During Emergency Event(s):

Marty's Shell would supply if Wagner Shell was down.

John Wagner – Representing Wagner Shell - Antigo

Address: 709 South Superior Street

Email: johnw@wagner-oil.com

Telephone: 715.610.3507



City of Antigo

700 Edison Street • Antigo, WI 54409

Phone: 715.623.3633 extension-154/131 • Fax: 715.627.7099

www.antigo-city.org



To: Mayor and City Council
From: Dan Duley, Chief of Police
Date: November 15, 2023
Re: Ordinance Amending the Municipal Code of the City of Antigo 1095B, Chapter 38
Sections 38-371 to 38-410 Regarding the Use of All-Terrain Vehicles (ATV)/Utility-Terrain Vehicle (UTV) on City Streets

The Antigo Area ATV/UTV Club has requested a change to our current ATV/UTV use ordinance to allow the use of ATV/UTV on all city streets.

Several ordinances from surrounding communities including Langlade County and state statutes were reviewed and a draft of changes to our ordinance was formulated.

An informational discussion occurred at the Public Works Committee meeting on September 27, 2023 with proposed changes to the current ordinance to allow the use of ATV/UTV on city streets.

A copy of the draft ordinance was reviewed by City Attorney Mike Winter.

A public informational meeting was held on November 8, 2023 with a draft proposal of the amended ordinance allowing the use of ATV/UTV on city streets. Minor changes were made to the proposed ordinance based on the discussion

I recommend approval of the proposed changes to the ATV/UTV ordinance 1095B, chapter 38, sections 38-371 to 38-410.

- CODE OF ORDINANCES
Chapter 38 - TRAFFIC AND VEHICLES
ARTICLE V. ALL-TERRAIN VEHICLES AND OFF-ROAD MOTOR VEHICLES

ARTICLE V. ALL-TERRAIN VEHICLES AND OFF-ROAD MOTOR VEHICLES

DIVISION 1. GENERALLY

Sec. 38-371. State all-terrain vehicle laws adopted.

The provisions describing and defining regulations with respect to all-terrain vehicles in the following enumerated subsections of Wis. Stats. § 23.33 and any amendments or revisions are adopted by reference and made part of this section as if fully set forth in this section. Any acts required to be performed by the following statutory subsections or which are prohibited by such statutory subsections are required to be performed by this section or are prohibited by this section:

- (1) Wis. Stats. § 23.33(2), registration.
- (2) Wis. Stats. § 23.33(3), rules of operation, including subsections (a) through (i).
- (3) Wis. Stats. § 23.33(4), operation on or near highway, including subsections (a) through (e).
- (4) Wis. Stats. § 23.33(5)(a)(c), age restrictions.
- (5) Wis. Stats. § 23.33(6), equipment requirements, including subsections (a) through (e).
- (6) Wis. Stats. § 23.33(7), accidents, including subsections (a) and (b).
- (7) Wis. Stats. § 23.33(1), definitions, including subsections (a) through (n).

(Code 1999, § 10-4-1)

Sec. 38-372. Unauthorized operation on public or private property.

(a) *Purpose.* The purpose of this section is as follows:

- (1) The unauthorized off-road operation of motor vehicles has resulted in serious damage to public and private lands, including damage or destruction of vegetation, animal life and improvement to the lands;
- (2) The unauthorized off-road operation of motor vehicles has resulted in the permanent scarring of land and an increase in both erosion and air pollution;
- (3) The unauthorized off-road operation of motor vehicles has resulted in collisions and near collisions threatening the life and safety of the operators of such vehicles as well as of other persons; and
- (4) The unauthorized off-road operation of motor vehicles has resulted in a loss of the privacy, quietude and serenity to which the owners and users of land are rightfully entitled.

(b) *Definitions.* For purposes of this section, the following terms shall be defined as follows:

Motor vehicle means any vehicle, which is self-propelled and shall include but not be limited to automobiles, trucks, jeeps, vans, motorcycles, motorbikes, go-carts, motorized three-wheeled vehicles, all-terrain vehicles (ATV), utility-terrain vehicle (UTV), mopeds, snowmobiles, dune buggies and tractors. The term "motor vehicle" shall not mean any airplane, railroad train, boat, wheelchair, golf cart, or bicycle. A vehicle, which would otherwise be defined as a motor vehicle under this section, shall not be so defined while it is being operated:

- (1) Solely for the purpose of construction or maintenance of an improvement to land or solely for access to construction or maintenance sites, provided such operation is by persons having legitimate business on such lands or sites.
- (2) By or at the direction of public employees or utility company employees as part of their employment duties.
- (3) By the holder of an easement or right of access on or over the land on which operation is occurring or the holder's employees or agents.

Off-road means any location which:

- (1) Is not a paved or maintained public street or alley;
- (2) Is not used or maintained by the owner or lessee of land as a driveway, parking lot or other way for motor vehicles; or
- (3) Is a private trail for use only by the owner or his/her permittees for recreational or other vehicular use. The term "off-road" shall not include any creekbed, riverbed or lake; provided, however that this term shall not apply to snowmobiles or other vehicles being operated on the ice covering such creekbed, riverbed or lake.

Operation means the physical manipulation or activation of any of the controls of a motor vehicle necessary to put it to motion.

Unauthorized means without the express prior consent of the owner, lessee, manager or other person authorized to give consent by the owner or lessee of land. Authorization shall not be implied from a failure to post private or public land.

(c) *Unauthorized off-road operation.* Unauthorized off-road operation is prohibited as follows:

- (1) The unauthorized off-road operation of a motor vehicle is prohibited.
 - (2) Except for authorized maintenance vehicles and snowmobiles, all-terrain vehicles, or utility-terrain vehicles operating in areas authorized by the common council, it shall be unlawful to operate any minibike, go-cart, all-terrain vehicle, utility-terrain vehicles, golf carts or any other motor-driven craft or vehicle principally manufactured for off-highway use on the city streets, alleys, parks, sidewalks, bikeways, parking lots or on any public lands or private lands or parking lots held open to the public. The operator shall at all times have the written consent of the owner before operation of such craft or vehicle on private lands.
- (d) *Parks and cemeteries.* No person shall operate a snowmobile, all-terrain vehicles, or utility-terrain vehicles, motorcycle or motorbike in any city park or cemetery, except on city-marked trails.
- (e) *Go-carts and dirt bikes.* The operation of go-carts and dirt bikes (noncomplying motor vehicles) is not permitted on city streets or city-owned property.

(Code 1999, § 10-4-2)

Secs. 38-373—38-387. Reserved.

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

DIVISION 2. ALL-TERRAIN VEHICLES (ATV) AND UTILITY-TERRAIN VEHICLE (UTV) USE

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

The provisions describing and defining regulations with respect to all-terrain vehicles and utility-terrain vehicles in Wis. Stats. § 23.33 and any future amendments or revisions are adopted by reference and made part of this section as if fully set forth herein. Any acts required to be performed by the following statutory subsections or which are prohibited by such statutory subsections are required to be performed by this section or are prohibited by this section, pursuant to Wis Stats §23.33(11).

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

No person shall operate an ATV/UTV upon any street, highway or alley within the city in violation of the traffic regulation provisions of Wis. Stats. § 346.04, 346.06, 346.11, 346.14 (1m), 346.18, 346.19, 346.20, 346.21, 346.215 (3), 346.26, 346.27, 346.33, 346.35, 346.37, 346.39, 346.40, 346.44, 346.46, 346.47, 346.48, 346.50 (1) (b), 346.51, 346.52, 346.53, 346.54, 346.55, 346.87, 346.88, 346.89, 346.90, 346.91, 346.92 (1) and 346.94 (1) and (9).

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-390. Intent.

The City of Antigo allows for the operation of all-terrain vehicles and utility terrain vehicles upon the roadways throughout the City of Antigo. Following due consideration of the recreational value to connect trail opportunities and weighted against possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, these routes and trails have been created.

- (1) All-Terain vehicle and utility-terrain vehicle access may be closed at any time, by order of the chief of police.
- (2) The city shall, from time to time, designate preferred routes within the city limits, maps of which shall be kept on file with the office of the clerk-treasurer/finance director and the Antigo Police Department. That map delineates preferred routes of travel for ATV/UTV's.

(Ord. No. 1306B , § 1, 9-12-2018)

Sec 38-391. Authority

The City Council of the City of Antigo, Langlade County, Wisconsin has the specific authority to adopt this All-Terrain and Utility Terrain Vehicle Ordinance under Wis. Stats. 23.33(8)(b) and (11).

Sec 38-392. Definitions

For this Section, the following definitions shall be used.

- (a) All-terrain vehicle (ATV) means a commercially designed and manufactured motor driven device that has a weight, without fluids, of 900 pounds or less, has a width of 50 inches or less, is equipped with a seat designed to be straddled by the operator, and travels on three or more tires or non-pneumatic tires.
- (b) City means the City of Antigo, the City Council, Common Council, or any other City of Antigo official(s) or agent authorized by the City Council to act on behalf of the City of Antigo.
- (c) Utility terrain vehicle (UTV) means any of the following:
 - 1. A commercially designed and manufactured motor driven device that does not meet federal motor vehicle safety standards in effect on July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy mini-truck, or tracked vehicle, that is designed to be used primarily off a highway, and that has, and was originally manufactured with, all the following:
 - (a) A weight, without fluids, of 3,000 pounds or less.
 - (b) Four or more low-pressure tires or non-pneumatic tires.
 - (c) A steering wheel.
 - (d) A taillights.
 - (e) A brake lights.
 - (f) Two headlights.
 - (g) A width of not more than 65 inches.
 - (h) A system of seat belts, or a similar system, for restraining each occupant of the device in the event of an accident.
 - (i) A system of structural members designed to reduce the likelihood that an occupant would be crushed as the result of a rollover of the device.
 - 2. A commercially designed and manufactured motor driven device to which all of the following applies:
 - (a) It does not meet federal motor vehicle safety standards in effect on July 1, 2012; is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle; is designed to be used primarily off of a highway; and has, and was originally manufactured with, a weight, without fluids, of not more than 3,000 pounds.
 - (b) It has a width of 65 inches or less as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
 - (c) It is equipped with a seat designed to be straddled by the operator.
 - (d) It travels on 3 or more tires.
 - (e) It is not an all-terrain vehicle, as defined in s. 340.01 (2g)..

Sec 38-393. Designation of all-terrain and utility terrain vehicle routes.

Pursuant to Wis. Stats. § 23.33(4)(d)4., except as otherwise provided in Wis. Stats. § 23.33(4), no person may operate an all-terrain or utility terrain vehicle on any road, freeway, or highway in the City, except on those roadways that are designated as all-terrain and utility terrain vehicle routes by this Section.

- (a) All streets in the City of Antigo are open to ATVs/UTVs.
- (b) The route(s) does not include public properties, City-owned parks, Unified School District of Antigo Property, etc., except for those with designated parking areas or trails where motorized vehicles normally park. ATV/UTV operators must receive permission from the Unified School District of Antigo to utilize parking lots on school district properties.
- (c) The routes do not include private roads or driveways nor any private property in the City. The City shall retain the right to close any City street to ATV/UTV operation for special events or street construction/repair without notice.

Sec 38-394. Route restrictions.

Pursuant to Wis. Stats. § 23.33(8)(e), the following restrictions are placed on the use of the City all-terrain and utility terrain vehicle routes designated by this Section. Any specific routes shall be marked with uniform all-terrain and utility terrain vehicle route signs in accordance with section NR 64.12(7), Wisconsin Administrative Code. No person may do any of the following regarding signs marking City ATV/UTV routes unless authorized to do so.

- (a) Intentionally remove, damage, deface, move, or obstruct any uniform all-terrain and utility vehicle route or trail sign or standard or intentionally interfere with the effective operation of any uniform ATV/UTV route or trail sign or standards if the sign or standard is legally placed by the State, any municipality, or any authorized individual.
- (b) Possess any uniform ATV/UTV route or trail sign or standard of the type established by the City for the warning, instruction, or information of the public, unless he or she obtained the uniform ATV/UTV route or trail sign or standard in a lawful manner. Possession of a uniform all-terrain and utility terrain vehicle route or trail sign or standard creates a rebuttable presumption of illegal possession.

Sec. 38-395. Prohibited routes for all-terrain or utility-terrain vehicle travel.

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

- State Highway 64 (aka: Century Ave.) and US Highway 45 (aka: Superior Street, South Superior Street and Neva Road).

(Ord. No. 1306B , § 1, 9-12-2018)

Sec 38-396. Maintenance of all-terrain and utility terrain vehicle routes.

- (a) Designation of segments of the City road system as ATV/UTV routes does not impose upon the City a greater duty of care or responsibility for maintenance of those segments than for any other segment of City road.
- (b) Operators of ATV/UTVs on City roads assume all the usual and normal risks of ATV/UTV operation.
- (c) The City accepts no liability for the operation of ATVs/UTVs on any City streets under the provisions of this Section.

Sec. 38-397. Conditions for operation.

- a. *Speed.* An ATV/UTV operated on a portion of any city street, pursuant to this division, shall observe roadway speed limits.
- b. *Operating While Under the Influence.* Operators will be held to the same enforcement, expectations, permissions, penalties, restrictions, in addition to all other standards adopted by Wisconsin Statutes, which apply to the offense of driving a motorized vehicle under the influence of alcohol, drugs, and/or other chemical agents, which impair an operator's safe use of a motorized vehicle.
- c. *Intoxicants in ATV/UTV.*
 - 1. No person may drink alcohol beverages or inhale nitrous oxide while he or she is in any ATV/UTV when the ATV/UTV is upon a highway.
 - 2. No person may possess on his or her person, in a privately owned ATV/UTV upon a public highway, any bottle or receptacle containing alcohol beverages or nitrous oxide if the bottle or receptacle has been opened, the seal has been broken or the contents of the bottle or receptacle have been partially removed or released.
 - 3. The owner of a privately owned ATV/UTV, or the driver of the ATV/UTV if the owner is not present in the ATV/UTV, shall not keep, or allow to be kept in the ATV/UTV when it is upon a highway any bottle or receptacle containing alcohol beverages or nitrous oxide if the bottle or receptacle has been opened, the seal has been broken or the contents of the bottle or receptacle have been partially removed or released. This subsection does not apply if the bottle or receptacle is kept in the trunk of the ATV/UTV or, if the ATV/UTV has no trunk, in some other area of the ATV/UTV not normally occupied by the driver or passengers. A utility compartment or glove compartment is considered to be within the area normally occupied by the driver and passengers.
- d. *Place of travel.* Shall operate on the far right paved portion of the highway, unless making a left turn. Operation on the gravel shoulder, grassy in-slope, ditches, or other highway right of way is prohibited, unless yielding the right-of-way.
- e. *Single-file operation.* ATV/UTV's shall be operated in single file.
- f. *Headlight and Tail Lights.* Headlights and tail lamps shall be on at all times during operations.
- g. *Turn Signals.* Hand signals shall be used when turning or turn signals used if the vehicles is so equipped.
- h. *Age of Operation.* No person under the age of 16 may operate an ATV/UTV on any segment of City road which is a designated ATV/UTV route unless accompanied by an adult and are subject to Wisconsin Statutes and/or DNR rules and regulations pertaining to age, safety, and safety certificate requirements.

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- i. *Head Protection.* No person under the age of 18 may operate or be a passenger of an ATV/UTV on any designated route unless wearing approved protective headgear.
- j. *Traffic and pedestrians.* ATV/UTV operators shall yield the right-of-way to other vehicular traffic and pedestrians.
- k. *Sidewalk operation prohibited.* No person shall operate an ATV/UTV on any sidewalk or pedestrian way within the city. Exception, sidewalk operation is only permitted on the east side of US 45 (South Superior Street) from Forrest Avenue to Antigo Yamaha located at 919 S. Superior Street, city of Antigo, WI.
- l. *Street crossings.* No operator of an ATV/UTV shall cross any street, except at its intersection and then only at right angles to the street crossed.
- m. *Use of trailers or sleds.* No person shall operate an ATV/UTV upon any street within the city with any person, trailer or sled attached or trailing said vehicle, unless it is designed for such activities. Anyone operating such conveyance in an unsafe or reckless manner shall be deemed in violation of this section.
- n. *Operation in parks.* No person shall drive an ATV/UTV in any park within the city.
- o. *Permission of property owner required.* No person shall operate an ATV/UTV on any private property not owned or controlled by them within the city without the express consent or permission of the owner.
- p. *Golf Cart.* A golf cart is a vehicle whose speed attainable in one mile does not exceed 20 miles per hour on a paved, level surface, and that is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course or as defined in § 23.33(fm) Wis. Stats. and any amendments thereto. A golf cart is not an ATV/UTV is not allowed on the ATV/UTV routes established by this section.
- q. *Crossing a bridge.* ATV/UTV's crossing a bridge shall:
 1. Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing.
 2. Stay as far to the right on the bridge as practicable.
 3. Stop the vehicle prior to crossing.
 4. Yield the right-of-way to other vehicles, pedestrians, and electric personal assistive mobility devices using the roadway or shoulder.
 5. Exit the highway as quickly and safely as practicable after crossing the bridge.
 6. ATV/UTV's violating any of the above conditions would be subject to the underlying violation of operating on the roadway.

(Ord. No. 1306B , § 1, 9-12-2018)

Sec 38-398. Licensing, insurance, and registration.

- (a) *Driver's license.* Every person who operates an ATV/UTV on a segment of City road, which is designated as an ATV/UTV route, shall have in his or her immediate possession a valid motor vehicle operator's license and shall display the license document upon demand from any law enforcement officer or official described in Wis. Stats. § 23.33(12). All person(s) are subject to Wisconsin Statutes and/or DNR rules and regulations pertaining to safety certificate requirements.
- (b) *Insurance.* Every person who operates an ATV/UTV on a segment of City road, which is designated as an ATV/UTV route, and/or every ATV/UTV operated on a segment of City road which is designated as an

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(Supp. No. 18)

ATV/UTV route, shall carry liability, and/or other insurances consistent with Wisconsin state law for the operation of a motorized vehicle.

- (c) *Registration.* The operator of an all-terrain vehicle or utility terrain vehicle shall have in his or her possession at all times while operating the vehicle proof of the registration certificate or, for an all-terrain vehicle or utility terrain vehicle the owner of which has received a temporary operating receipt but has not yet received the registration certificate, proof of the temporary operating receipt. The operator of an all-terrain vehicle or utility terrain vehicle shall display this proof upon demand for inspection by a law enforcement officer. Registration plate shall be displayed as required.

Sec 38-399. Disturbing of the peace, and nuisance activities.

- (a) Cruising prohibited. No person shall, while operating an ATV or UTV, engage in the practice of cruising on any authorized road. Cruising is defined as running all or part of the length of a roadway multiple times, per day, back and forth, for any purpose other than departing or arriving at their residence, or place of lodging, or departing or arriving, at a public boat landing.
- (b) Exhaust system/muffler modifications prohibited. No person shall operate on a City route any ATV/UTV unless such ATV/UTV is equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise or annoying smoke.
- (c) Radios or the electric sound amplification devices. No person may operate or park, stop or leave standing an ATV/UTV vehicle while using a radio or other electric sound amplification device emitting sound from the vehicle that is audible under normal conditions from 75 feet or more, unless the electric sound amplification device is being used to request assistance or warn against an unsafe condition.

Sec. 38-400. Unattended vehicles.

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

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-401. Enforcement and procedure.

- (a) This Section may be enforced by any law enforcement officer authorized to enforce the laws of the State of Wisconsin. A copy of the ordinance from which this Section was derived shall be sent by the City Clerk to the Antigo Police Department, the Langlade County Sheriff's Department, and the Department of Natural Resources, and any other law enforcement agency serving the City of Antigo's jurisdiction.
- (b) As a substitute for or in addition to forfeiture actions, the City Attorney may, on behalf of the City, seek enforcement of any and all parts of this Section by court actions seeking injunction orders or restraining orders and/or pursuing nuisance actions against the violator.

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(Supp. No. 18)

(c) Penalties. The penalties under Wis. Stats. § 23.33(13) are adopted by reference.
(Ord. No. 1306B , § 1, 9-12-2018)

Sec 38-402. Savings Clause

If any provision of this Ordinance shall be less restrictive than applicable state statute or in conflict with such statutes, as they exist at passage hereof or as they may hereafter be amended, then, in such case, the state statute shall supersede the provision hereof to the extent applicable.

Sec 38-403 Severability

If any provision of this Ordinance is found to be unconstitutional or otherwise contrary to law, then such provision shall be deemed void and severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect.

Secs. 38-404—38-410. Reserved.

- **ARTICLE VI. - BUILDINGS AND BUILDING REGULATIONS^[19]**
- **DIVISION 1. - GENERALLY**
- **Sec. 14-1336. - Adoption of codes.**
- (a) The following Wisconsin Administrative Codes and subsequent revisions are adopted for municipal enforcement:

Wis. Admin. Code ch. Comm-5 SPS 305	Credentials
Wis. Admin. Code ch. Comm-16 SPS 316	Electrical code
Wis. Admin. Code chs. Comm-20—25 SPS 320—325	Uniform dwelling code
Wis. Admin. Code chs. Comm-75—79 SPS 375—379	Existing building code
Wis. Admin. Code chs. Comm-82—87 SPS 382—387	Uniform plumbing code
Wis. Admin. Code chs. IND-160—164 Wis Admin. Code chs. SPS 327	Existing building code Camping Units
Wis. Admin. Code chs. Comm-61—65 SPS 361—366	Wisconsin Enrolled Commercial Building Code

(b) Any act required to be performed or prohibited by an administrative code provision incorporated by reference in this section is required or prohibited by this section. Any future amendments, revisions or modifications of the administrative code provisions incorporated in this section are intended to be made part of this section to secure uniform statewide regulations in this city. A copy of these administrative code provisions and any future amendments shall be kept on file in the city inspector's office.

(Code 1999, § 15-1-3(a))

- **Sec. 14-1337. - Scope of uniform dwelling code.**
- (a) *Expanded.* For the purposes of this article, the provisions of the state uniform dwelling code are the standards for construction of the following:
 - (1) *Garages.* Detached garages greater than 200 square feet serving one- and two-family dwellings. Grade beam slabs are required for private, residential garages with a continuous floating slab of reinforced concrete and shall not be less than four inches in thickness.

Reinforcement shall be a minimum of six inch by six inch, number ten wire mesh or fiber reinforced concrete. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of the slab. Exempted are frostfree footings for detached residential accessory buildings. Wis. Admin. Code ch. ~~Comm-22~~ SPS 322 shall not apply.

(2) *Other detached accessory buildings.* Concrete slabs, frostfree footings, etc., are not required, but if they are installed they shall follow subsection

(a)(1) of this section and/or Wis. Admin. Code ch. ~~Comm-21~~ SPS 321.

(b) *Existing buildings.* The state uniform dwelling code shall also apply to buildings and conditions where:

(1) An existing building to be occupied as a one- or two-family dwelling, which building was not previously so occupied.

(2) An existing structure that is altered or repaired, when the cost of such alteration or repair during the life of the structure exceeds 50 percent of the equalized value of the structure, such value to be determined by the city assessor.

(3) Additions and alterations, regardless of cost, made to an existing building when deemed necessary in the opinion of the city inspector shall comply with the requirements of this article for new buildings. Section 14-1373 shall also apply.

(4) Whenever more than 25 percent of the roof covering or exterior wall covering of a building is replaced in any 12-month period, all roof covering or exterior wall covering shall be in conformity with applicable sections of this article.

(Code 1999, § 15-1-3(b), (c))

- **Sec. 14-1338. - Construction standards and codes adopted.**

(a) *Portions of state building code adopted.* Wis. Admin. Code chs. ~~Comm-61-65~~ SPS 361—365, the Wisconsin State Building Code, are adopted and made a part of this section with respect to those classes of buildings to which this article specifically applies. Any future amendments, revisions and modifications of such Wis. Admin. Code chs. ~~Comm-61-65~~ SPS 361—365 incorporated are intended to be made a part of this article. A copy of such Wis. Admin. Code chs. ~~Comm-61-65~~ SPS 361—365 and amendments thereto shall be kept on file in the office of the city inspector.

(b) *State plumbing code adopted.* The provisions and regulations of Wis. Stats. ch. 145 and Wis. Admin. Code chs. ~~Comm-82,83,84,25~~ SPS 382, 383, 384 and 325 are made a part of this section by reference and shall extend over and govern the installation of all plumbing installed, altered or repaired in the city. Any further amendments, revisions and modifications of such statute and administrative code are intended to be made part of this section.

(c) *State electrical code adopted.*

(1) Wis. Admin. Code ch. ~~Comm-24~~ SPS 324 is adopted by reference and made a part of this section and shall apply to the construction and inspection of new one- and two-family dwellings and additions or modifications to existing one- and two-family dwellings.

(2) Subject to the exceptions set forth in this article, the electrical code found in Wis. Admin. Code chs. ~~Comm-16 and 17~~ SPS 316 and 317 and the National Electrical Code, published by the National Fire Protection Association, are adopted by reference and made a part of this section and shall apply to all buildings, except those covered in subsection (c)(1) of this section.

(d) *Conflicts.* If, in the opinion of the city inspector and the common council, the provisions of the state building code adopted by subsection (a) of this section shall conflict with the provisions of the Federal Housing Administration standards in their application to any proposed building or structure, the inspector and/or the city shall apply the most stringent provisions in determining whether the proposed building meets the requirements of this section.

(Code 1999, § 15-1-4)

- **Sec. 14-1339. - Definitions.**

The following definitions shall be applicable in this article:

Addition means new construction performed on a dwelling which increases the outside dimensions of the dwelling.

Alteration means a substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling.

Department means ~~the state department of commerce~~ the Department of Safety and Professional Services.

Dwelling means, in addition to the definitions in articles II, III and IV of this chapter:

(1) Any building, the initial construction of which is commenced on or after the effective date of the ordinance from which this article is derived which contains one or two dwelling units; or

(2) An existing structure or that part of an existing structure which is used or intended to be used as a one- or two-family dwelling.

Minor repair means repair performed for maintenance or replacement purposes on any existing one- or two-family dwelling which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection or exterior aesthetic appearance and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.

One- or two-family dwelling means a building or structure which contains one or separate households intended to be used as a home, residence or sleeping place by an individual or by two or more individuals maintaining a common household to the exclusion of all others.

Uniform dwelling code means those administrative code provisions and any future amendments, revisions or modifications thereto contained in the following chapters of the Wisconsin Administrative Code:

Wis. Admin. Code ch. Comm-20 SPS 320	Administrative and enforcement
Wis. Admin. Code ch. Comm-21 SPS 321	Construction standards
Wis. Admin. Code ch. Comm-22 SPS 322	Energy conservation standards
Wis. Admin. Code ch. Comm-23 SPS 323	Heating, ventilating and air conditioning
Wis. Admin. Code ch. Comm-24 SPS 324	Electrical standards
Wis. Admin. Code ch. Comm-25 SPS 325	Plumbing
Wis Admin. Code ch. SPS 327	Camping Units

(Code 1999, § 15-1-3(d))

Cross reference— Definitions generally, § 1-2.

- **Sec. 14-1340. - Fees.**

Fees for permits required under this article shall be as prescribed in section 1-22.

(Code 1999, § 15-1-60)

- **Sec. 14-1341. - Penalties and violations.**

(a) Any building or structure erected, enlarged, altered or repaired or any use established after the effective date of the ordinance from which this article is derived in violation of this article shall be deemed an unlawful building, structure or use. The city inspector shall promptly report all such violations to the common council and city attorney who shall bring an action to enjoin the erection, enlargement, alteration, repair or moving of such building or structure or the establishment of such use of buildings in violation of this article or to cause such building, structure or use to be removed. Any person in violation may also be subject to a penalty as provided in section 1-14. In any such action, the fact that a permit was issued shall not constitute a defense, nor shall any error, oversight or dereliction of duty on the part of the city inspector or other city officials constitute a defense. Compliance with this article may also be enforced by injunctive order at the suit of the owner of any real estate within the jurisdiction of this article.

(b) If an inspection reveals a noncompliance with this article or the uniform dwelling code, the city inspector shall notify the applicant and the owner, in writing, of the violation to be corrected. All

cited violations shall be corrected within 30 days after written notification unless an extension of time is granted pursuant to Wis. Admin. Code § ~~Comm-20.10(1)(c)~~ SPS 320.10(1)(c).

(1) If, after written notification, the violation is not corrected within 30 days, a stop work order may be served on the owner or his/her representative, and a copy thereof shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the city inspector after satisfactory evidence has been supplied that the cited violation has been corrected.

(2) Each day each violation continues after the 30-day written notice period has run shall constitute a separate offense. Nothing in this article shall preclude the city from maintaining any appropriate action to prevent or remove a violation of any section of this article or the uniform dwelling code.

(3) If any construction or work governed by this article or the uniform dwelling code is commenced prior to the issuance of a permit, double fees shall be charged.

(c) Any person feeling aggrieved by an order or a determination of the city inspector may appeal from such order or determination to the board of appeals. Those procedures customarily used to effectuate an appeal to the board of appeals shall apply.

(d) Except as may otherwise be provided by the statute or ordinance, no officer, agent or employee of the city charged with the enforcement of this article shall render himself/herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his/her duties under this article. Any suit brought against any officer, agent or employee of the city as a result of any act required or permitted in the discharge of his/her duties under this article shall be defended by the legal representative of the city until the final determination of the proceedings therein.

(Code 1999, § 15-1-62)

- **Secs. 14-1342—14-1370. - Reserved.**
- **DIVISION 2. - BUILDING CODE**
- **Sec. 14-1371. - Purpose.**

This article provides certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished after the effective date of the ordinance from which this article is derived and regulates the equipment, maintenance, use and occupancy of all such buildings and/or structures. Its purpose is to protect and foster the health, safety and well-being of persons occupying or using such buildings and the general public.

(Code 1999, § 15-1-1(b))

- **Sec. 14-1372. - Scope.**

(a) After the effective date of the ordinance from which this article is derived, new buildings erected in or any building moved within or into the city shall conform to all the requirements of

this article, except as they are specifically exempted from part or all of this article. Any alteration, enlargement or demolition of an existing building and any installation therein of electrical, gas, heating, plumbing or ventilating equipment which affects the health or safety of the users thereof or any other persons is termed a "new building" to the extent of such change. The sections of this article supplement the laws of the state pertaining to construction and use and article II of this chapter and amendments thereto to the date the ordinance from which this article is derived was adopted and in no way supersede or nullify such laws and article II of this chapter.

(b) This article applies to all dwellings, commercial buildings and structures, swimming pools, garages, structures, buildings and residential accessory buildings. Not included are children's play structures.

(c) This article is adopted under the authority granted by Wis. Stats. § 101.65.
(Code 1999, § 15-1-1(c))

Sec. 14-1373. - Building permits and inspections.

(a) *General permit requirement.* No building of any kind shall be moved within or into the city and no new building or structure or any part thereof shall be erected or ground broken for the building or structure or enlarged altered, moved, demolished, razed or used within the city after the effective date of the ordinance from which this article is derived, except as provided in this article, until a permit therefor shall first have been obtained by the owner or his/her authorized agent from the city inspector or his/her designee. Prior to commencing any of the following work, the owner or his/her agent shall obtain a valid permit:

(1) New buildings.

(2) Additions that increase the physical dimensions of a building, including decks.

(3) Alterations to the building of structure, the cost of which shall include market labor value, or alterations to the building's heating, electrical or plumbing systems. Permits are required for re-siding and reroofing.

(4) Any electrical wiring for new construction or remodeling.

(5) Any HVAC for new construction or remodeling.

(6) Any plumbing for new construction or remodeling.

(7) Permits are required for all outdoor solid fuel heating devices (see section 1-22).

(b) *Alterations and repairs.* The following shall apply to buildings altered or repaired:

(1) *Alterations.* When not in conflict with any regulations, alterations to any building or structure existing on the effective date of the ordinance from which this article is derived and accommodating a legal occupancy and use, but of a substandard type of construction, which involves either beams, girders, columns, bearing or other walls, room heating and air condition systems, arrangement, light and ventilation, changes in location of exit stairways or exits or any or all of such, the existing construction shall be made to conform to the minimum

requirements of this article applicable to such occupancy and use and the given type of construction.

(2) *Repairs.* Repairs for purposes of maintenance or replacements in any building or structure existing on the effective date of the ordinance from which this article is derived which do not involve the structural portions of the building or structure or which do not affect room arrangement; light and ventilation; access to or efficiency of any exit stairways; or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy or use shall be deemed minor repairs.

(3) *Prohibited alterations.* When any existing building or structure which, for any reason whatsoever, does not conform to of this article has deteriorated from any cause whatsoever to an extent greater than 50 percent of the equalized value of the building or structure, no alterations or moving of such building or structure shall be permitted. Any such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises.

(4) *Alterations and repairs required.* When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause such structural members to be restored to their required strength; failing in which the building or structure shall be considered a menace to public safety and shall be vacated. Thereafter, no further occupancy or use of the building or structure shall be permitted until the sections of this article are complied with.

(5) *Extent of deterioration.* The amount and extent of deterioration of any existing building or structure shall be determined by the city inspector.

(c) *Application for permit.* Application for a building permit shall be made in writing upon a form furnished by the city inspector or his/her designee and shall state the following:

(1) The name and address of the owner of the land and also the owner of the building, ~~if different;~~

~~(2) The legal description of the land upon which the building is to be located;~~

~~(3) The name and address of the designer;~~

~~(4) The use to which such building is to be put; and~~

(5) Such other information as the city inspector may require.

~~(d) *Dedicated street and approved subdivision required.* No building permit shall be issued unless the property on which the building is proposed to be built abuts a street that has been dedicated for street purposes. No building permits shall be issued until the subdivision and required improvements are accepted by the common council.~~

(e) *Utilities required.* Utilities are required as follows:

(1) *Residential buildings.* No building permit shall be issued for the construction of any residential building until sewer, water, grading and graveling are installed in the streets necessary to service the property for which the permit is required.

(2) *Nonresidential buildings.* No building permit shall be issued for the construction of any building other than residential until contracts have been let for the installation of sewer, water, grading and graveling in the streets necessary to service the property for which the permit is requested.

(3) *Occupancy.* No person shall occupy any building until sewer, water, grading and graveling are installed in the streets necessary to service the property, and a certificate of occupancy shall not be issued until such utilities are available to service the property.

(f) *Plans.* With such application for a building permit there shall be submitted two complete sets of plans and specifications, including the following:

(1) A plot plan showing the location and dimensions of all buildings and improvements on the lot, both existing and proposed;

(2) Dimensions of the lot;

(3) Dimensions showing all setbacks of all buildings on the lot;

~~(4) Proposed grade of the proposed structure (to city datum);~~

(5) Grade of the lot and of the street abutting the lot;

~~(6) Grade and setback of adjacent buildings. If the adjacent lot is vacant, submit the elevation of nearest buildings on the same side of the street;~~

~~(7) Type of monuments at each corner of the lot;~~

~~(8) Watercourses or existing drainage ditches, easements or other restrictions affecting such property;~~

~~(9) The seal and signature of the surveyor or a certificate signed by the applicant; and~~

(10) A construction erosion control plan setting forth proposed information and procedures needed for the control of soil erosion, surface water runoff and sediment disposition at the building site.

Plans, specifications and plot plans shall be drawn to a minimum scale of one-quarter inch to one foot (fireplace details to three-quarters inch to one foot). One set of plans shall be returned after approval as provided in this article. The second set shall be filed in the office of the city inspector. Plans for buildings involving the state building code shall bear the stamp of approval of the ~~the state department of commerce, safety and building division~~ Department of Safety and Professional Services. One plan shall be submitted which shall remain on file in the office of the city inspector. All plans and specifications shall be signed by the designer.

Plans for all new one- and two-family dwellings shall comply with the provisions of Wis. Admin. Code § ~~Comm-20.09(4)~~ SPS 320.09(4).

~~(g) Waiver of plans; minor repairs.~~

~~(1) Waiver. If the city inspector finds that the character of the work is sufficiently described in the application, he/she may waive the filing of plans for alterations, repairs or moving, provided the cost of such work does not exceed \$2,000.00.~~

~~(2) Minor repairs. The city inspector may authorize minor repairs or maintenance work on any structure or to heating, ventilating or air conditioning systems installed therein with a fair market value of less than \$1,000.00, as determined by the city inspector, including market value of labor, which do not change the occupancy area, exterior aesthetic appearance, structural strength, fire protection, exits, light or ventilation of the building or structure without issuance of a building permit.~~

(h) *Approval of plans.* Procedures for approval of the plans are as follows:

(1) If the city inspector determines that the building will comply in every respect with all ordinances and orders of the city and all applicable laws and orders of the state, he/she shall issue a building permit, which shall state the use to which such building is to be put and which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of such ordinances, laws or orders or which involves the safety of the building or the occupants, except with the written consent of the city inspector.

(2) If adequate plans are presented for part of the building only, the city inspector, at his/her discretion, may issue a permit for that part of the building before receiving the plans and specifications for the entire building.

(i) *Inspections.* Inspections shall be made in accordance with the following:

(1) The following inspections shall be requested 24 hours (business workday) in advance by the applicant, contractor or property owner, as applicable:

a. Footing/foundation.

b. Rough carpentry, HVAC, electric and plumbing.

c. Drain tile/basement floor.

d. Underfloor plumbing/electric service.

e. Insulation.

f. Final carpentry, HVAC, electric and plumbing.

g. Erosion control.

(2) Failure to request any inspection will be the responsibility of the contractor and/or property owner, **whomever is the holder of the permit.**

(j) *Permit lapses.* A building permit shall lapse and be void unless building operations are commenced within six months or if construction has not been completed within 12 months from the date of issuance thereof.

(k) *Revocation of permits.* Permits may be revoked as follows:

(1) The city inspector or the common council may revoke any building, plumbing or electrical permit, certificate of occupancy or approval issued under this article and may stop construction or use of approved new materials, equipment, methods of construction, devices or appliances whenever:

a. The city inspector shall find at any time that applicable ordinances, laws, orders, plans and specifications are not being complied with and that the holder of the permit refused to conform after written warning has been issued to him/her.

b. The continuance of any construction becomes dangerous to life or property.

c. There is any violation of any condition or provisions of the application for the permit or of the permit.

d. In the opinion of the city inspector, there is inadequate supervision provided on the job site.

e. Any false statement or misrepresentation has been made in the application for the permit or in the plans, drawings, data specifications or certified lot or plot plan on which the issuance of the permit or approval was based.

f. There is a violation of any of the conditions of an approval or occupancy given by the city inspector for the use of all new materials, equipment, methods or construction devices or appliances.

(2) The notice revoking a building, plumbing or electrical certificate of occupancy or approval shall be in writing and may be served upon the applicant for the permit, the owner of the premises and his agent, if any, and on the person having charge of construction.

(3) A revocation placard shall also be posted upon the building, structure, equipment or premises in question by the city inspector.

(4) After the notice is served upon such persons and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises, and the permit which has been so revoked shall be null and void. Before any construction or operation is again resumed, a new permit, as required by this article, shall be procured and fees paid therefor. Thereafter the resumption of any construction or operation shall be in compliance with this article. However, such work as the city inspector may order as a condition precedent to the reissuance of the building permit may be performed or such work as he/she may require for the preservation of life and safety.

(l) *Report of violations.* City officers and employees shall report at once to the city inspector any building which is being carried on without a permit as required by this article.

(m) *Display of permit.* Building permits shall be displayed in a conspicuous place on the premises where the authorized building or work is in progress at all times during construction or work thereon.

(Code 1999, § 15-1-2; Ord. No. 1127B, § 1, 10-12-2005)

Sec. 14-1374. - Method of enforcement.

(a) *Authority of inspector.* The city inspector and his/her delegated representatives are authorized and directed to administer and enforce all of the provisions of the uniform dwelling code. The city inspector shall be certified for inspection purposes by the department in each of the categories specified under the Wisconsin Administrative Code.

(b) *Subordinates.* The city inspector may appoint, as necessary, subordinates as authorized by the common council.

(c) *Duties.* The city inspector shall administer and enforce all sections of this article and the uniform dwelling code.

(d) *Inspection powers.* The city inspector or an authorized certified agent may at all reasonable hours enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or ~~heating-work~~ ~~hvac work~~. No person shall interfere with or refuse to permit access to any such premises to the city inspector or his/her agent while in performance of his/her duties.

(e) *Records.* The city inspector shall perform all administrative tasks required by the department under the uniform dwelling code. In addition, the city inspector shall keep a record of all applications for building permits in a book for such purposes and shall regularly number each permit in the order of its issue. Also, a record showing the number, description and size of all buildings erected indicating the kind of materials used and the cost of each building and aggregate cost of all one- and two-family dwellings shall be kept.

(Code 1999, § 15-1-3(e))

Sec. 14-1375. - New methods and materials.

(a) All materials, methods of construction and devices designed for use in buildings or structures covered by this article and not specifically mentioned in or permitted by this article shall not be so used until approved in writing by the Department of Sfor use in buildings or structures covered by the state building code, except sanitary appliances, which shall be approved in accordance with the state plumbing code.

(b) Such materials, methods of construction and devices, when approved, must be installed or used in strict compliance with the manufacturer's specifications and any rules or conditions of use established by ~~the state department of commerce~~ the ~~Department of Safety and Professional Services~~ ~~of commerce~~. The data, tests and other evidence necessary to prove

the merits of such material, method of construction or device shall be determined by the ~~Department of Safety and Professional Services~~ ~~state department of commerce~~.

(Code 1999, § 15-1-5)

Sec. 14-1376. - Unsafe buildings.

Whenever the city inspector or common council finds any building or part thereof within the city to be, in his/her or its judgment, so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human occupancy or use and so that it would be unreasonable to repair the building or part thereof, he/she or it shall order the owner to raze and remove such building or part thereof or, if it can be made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option. Such order and proceedings shall be as provided in Wis. Stats. § 66.0413.

(Code 1999, § 15-1-6)

Cross reference— Public safety, ch. 30.

Sec. 14-1377. - Disclaimer on inspections.

The purpose of the inspections under this article is to improve the quality of housing in the city. The inspections and the reports and findings issued after the inspections are not intended nor are they to be construed as a guarantee. In order to advise owners and other interested persons, the following disclaimer shall be applicable to all inspections under this article: "These findings of inspection contained herein are intended to report conditions of noncompliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied."

(Code 1999, § 15-1-7)

Sec. 14-1378. - Garages.

(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:

Attached private garage means a private garage attached directly to the principal building or attached by means of an enclosed or open breezeway, porch, terrace; or a private garage so constructed as to form an integral part of the principal building.

Detached private garage means a private garage entirely separated from the principal building.

(b) *Locations.* Locations of garages shall be in conformance with the following:

(1) Unless otherwise regulated under applicable zoning, detached garages of wood frame construction shall be located not less than ten feet from any residence building, except that such distance may be reduced to not less than five feet when the interior walls of such garage adjacent to a residence building are protected with not less than one-hour fire resistive construction.

(2) Garages of masonry wall construction shall not be located less than five feet from any residence building.

(c) *Footings and foundations.* Footings and foundations shall be as follows:

(1) *Detached garages.* Detached private garages shall comply with section 14-1337(a).

(2) *Attached garages.* Attached private garages shall be provided with the same type footings and foundations as required for the principal building.

(3) *Floor surface.* The floor in all private garages shall be of concrete construction. No openings or pits in the floor shall be permitted, except for drainage ~~into the sanitary sewer system~~ per current Uniform Dwelling Code.

(d) *Construction.* Construction shall be as follows:

(1) *Private garages.* Private garages shall be constructed as follows:

a. Load-bearing foundation walls and piers, masonry walls and partitions shall be constructed as regulated except as stated in this section.

~~b. Attached and detached private garages shall be of the same type of construction as that of the principal building and as further regulated in this article.~~

b. Attached and detached private garages shall be of a type of construction approved by Department of Safety and Professional Services.

(2) *Attached private garages.* Private garages may be attached to or made a part of residence buildings when in compliance with the following:

a. All walls in common with a principal building on an attached private garage shall have not less than 45 minutes of fire resistive construction on the garage interior.

b. An attached private garage may have a door connecting directly into the principal building, provided that the door shall be a ~~self-closing metal-clad~~ door with a 20-minute rating..

(Code 1999, § 15-1-8)

Sec. 14-1379. - Basements; excavations.

(a) *Basement subflooring.* First floor subflooring shall be completed within 60 days after the basement is excavated.

(b) *Fencing of excavations.* The owner of any premises on which there exists an opening or excavation, including for sewer and water lateral excavations, which is located in close proximity to a public sidewalk or street right-of-way to constitute a hazard to pedestrian or vehicular traffic shall erect a fence, wall or railing at least four feet high between such opening or excavation and the public right-of-way before workers leave the job site.

(c) *Closing of abandoned excavations.* Any excavation for building purposes or any uncovered foundation which shall remain open for more than three months shall be deemed abandoned and a nuisance. The city inspector shall order that, unless the erection of the building or structure on the excavation or foundation shall commence or continue forthwith, suitable safeguards shall be provided to prevent accidental injury to children or other frequenters or that the excavation or foundation be filled to grade. Such order shall be served upon the owner of record or the owner's agent, where an agent is in charge of the premises, and upon the holder of an encumbrance of record in the manner provided for service of a summons in the circuit court. If the owner or the holder of an encumbrance of record cannot be found, the order may be served by posting it on the premises and publication in the official newspaper for two consecutive publications at least ten days before the time for compliance stated in the order commences to run. Such time shall be not less than 14 nor more than 20 days after service. If the owner of the land fails to comply with the order within the time required, the city inspector shall cause the excavation or foundation to be filled to grade. The cost of such abatement shall be charged against the real estate ~~and entered on the next succeeding tax roll as a special charge~~ **special assessment** and shall bear interest at a rate established by the common council from the date of the report by the city inspector on the cost thereof, pursuant to statute.

(d) *Fill dirt.* Fill dirt used at a site shall be graded within four weeks.

(Code 1999, § 15-1-10)

Sec. 14-1380. - Discharge of clear waters.

(a) *Discharge.* No person shall cause, allow or permit any roof drain, surface drain, subsoil drain, drain from any mechanical device, gutter, ditch, pipe, conduit, sump pump or any other object or thing used for the purposes of collecting, conducting, transporting, diverting, draining or discharging clear water from any part of any private premises owned or occupied by such person to discharge into a sanitary sewer.

(b) *Nuisance.* The discharge into a sanitary sewer from any roof drain, surface drain, subsoil drain, drain from any mechanical device, gutter, ditch, pipe, conduit, sump pump or any other object or thing used for the purposes of collecting, conducting, transporting, diverting, draining or discharging clear water from any part of any private premises is declared to be a public nuisance and a hazard to the health, safety and well-being of the residents of the city and to the protection of property.

(c) *Groundwater.* Where deemed necessary by the city inspector, every house shall have a sump pump installed for the purpose of discharging clear waters from foundation drains and ground infiltration. Where the building is not serviced by a storm sewer, it shall either discharge into an underground conduit leading to a drainage ditch, gutter, dry well or it shall discharge onto the ground surface in such other manner as will not constitute a nuisance.

(d) *Stormwater.* All roof drains, surface drains, drains from any mechanical device, gutters, pipe, conduits or any other objects or things used for the purpose of collecting, conducting, transporting, diverting, draining or discharging stormwaters shall be discharged either to a storm sewer, a dry well, an underground conduit leading to a drainage ditch or onto the ground surface in such other manner as will not constitute a nuisance.

(e) *Sump pump discharge.* Discharges from sump pumps shall be in accordance with the following:

(1) All sump pumps installed for the purpose of discharging clear water from foundation drains, basement drains and ground infiltration shall, within 60 days of installation, discharge into a storm sewer wherever available. Storm sewers shall be considered "available":

a. In existing streets with storm sewers when storm sewer laterals are installed.

b. In nonexisting streets and in existing streets without storm sewers when storm sewers are installed.

(2) Storm sewers shall not be considered "available" in existing streets with storm sewers until such time as sewer laterals are installed. If no storm sewer is available, sump pumps shall discharge into an underground conduit leading to a drainage ditch, gutter, dry well or onto the ground at a point which is not less than three feet from the building and which is above the permanent grade.

(3) No sump discharge shall be allowed to flow on or across a public sidewalk or be directed on to another person's property.

(4) This subsection shall be in addition to those required and imposed by the state plumbing code in Wis. Admin. Code chs. SPS 382 and 384 and Wis. Stats. ch. 145 and shall not amend or alter the provisions therein except insofar as is necessary for the application and enforcement of this subsection.

(f) *Conducting tests.* If the city inspector or his/her designated agent suspects an illegal clear water discharge as defined by this section or by any other applicable provision of the Wisconsin Administrative Code as it may, from time to time, be amended, he/she may, upon reasonable notice and at reasonable times, enter the private premises where such illegal clear water discharge is suspected and conduct appropriate tests to determine whether such suspected illegal clear water discharge actually exists.

(Code 1999, § 15-1-11)

Sec. 14-1381. - Duplex and multiservice water and sewer connections.

(a) A duplex structure shall be allowed a common water service to the curbstop, but each unit of such duplex shall have a separate outside curbstop for the purpose of shutting water off in one unit without disturbing the second unit.

(b) Structures over two units, if metered separately, shall also have individual outside curbstops for the purpose of shutting water off in one unit without disturbing other units.

(c) A common sewer service can be used for duplex and multiple-unit structures from the sewer main to the structure.

(Code 1999, § 15-1-12)

- **Sec. 14-1382. - Outdoor wood furnaces.**

(a) *Definitions.*

Outdoor solid fuel heating device (furnace): A device designed to generate heat, hot water or both for the interior of a building by solid fuel combustion where the enclosure in which the combustion takes place is located outside the building for which the heat, hot water, or both is to be generated. This definition includes but is not limited to outdoor wood burning heating units.

Regularly occupied by people: Used in whole or in part as a place of assemblage, lodging, trade, occupancy or use by persons.

Stack or chimney: A vertical structure, flue or flues that carry off smoke or exhaust from a solid fuel fired heating device; especially that part of such structure extending above the roof.

(b) *Design standards.*

(1) The furnace shall be constructed with self-contained weatherproofing with no additional structure enclosing it.

(2) It shall be listed by a nationally recognized testing laboratory acceptable to the and shall meet all ASME, ~~state department of commerce~~ Department of Safety and Professional Services, and ASTM standards.

(3) It shall be designed for operation at atmospheric pressure and be properly vented to prevent a positive pressure condition.

(4) All furnaces installed in the city are required to meet emission standards as set by the Environment Protection Agency (EPA). Standards currently required by the EPA are hereby adopted by reference together with any amendments or modifications made to them in the future.

(c) *Code compliance.* The furnace and all parts accessory to it, including, but not limited to pressure safety controls, shall be installed to meet applicable mechanical codes and the manufacturer's listing. All electrical wiring serving such unit shall be installed in accordance with the National Electric Code, NEC Chapter 70 as modified by the Wisconsin Electrical Code, ~~Comm 16~~ SPS 316.

(d) *Permit.* A heating permit is required prior to installation per subsection [14-1373\(a\)\(7\)](#). A site plan indicating the furnace's location on the property and information to determine compliance with applicable standards and codes shall be filed with the permit application. The installation shall be inspected for compliance with all standards and approved plans before it is put into operation.

(e) *Installation requirements.*

- (1) All furnaces will be installed and operated according to "best burn practices" as listed in subsection (k) below.
- (2) The furnace shall have an attached permanent stack (chimney) conforming to the requirements listed under subsection (k)(5) below.
- (3) All stacks (chimneys) shall be designed, constructed, and maintained to withstand horizontal wind pressures of not less than 30 pounds per square foot and also in accordance with the manufacturer's listing.
- (4) All owners of outdoor solid fuel heating devices shall secure a source of wood which has been stored and dried for at least a year and shall provide an acceptable storage structure adjacent to the furnace to maintain wood dryness.
- (5) All furnaces utilizing forced air induction shall be equipped with a chimney screen or cap to prevent emission of burning embers from unit which could ignite adjacent roofs or other combustible materials.
- (6) The minimum stack height shall be at least 15 feet above grade.

(f) *Location on property.*

- (1) Setback from any property line adjoining any developed or developable lot shall be ten feet from the side line and ten feet from the back line and at least 50 feet from any door, operable window or air intake vent of a building regularly occupied by people, other than the building where the unit is being installed.
- (2) The furnace may not be located in any front yard or corner side yard.
- (3) The furnace shall be enclosed by fencing or other barrier to prevent access by unauthorized persons.

(g) *Public nuisance.* Dense smoke, noxious fumes, gas and soot, cinders or live sparks produced by such furnaces that interfere substantially with the comfortable enjoyment of life, health or safety of another person or the public may be declared a public nuisance by a properly designated authority and ordered abated.

(h) *Existing furnaces.* Any furnace existing prior to the effective date of this section that does not conform to the requirements of this section, shall, upon the complaints of neighboring residents, be removed, replaced, or modified to meet the requirements of this section within 45 days of the notification of noncompliance from the building inspector, police department or other city officer or agent.

(i) *Disconnection or removal.* If a furnace is determined to be unsafe or in violation of any part of this section, the building inspector, police department or any other agent of the city may order the permanent disconnection and removal of the furnace if the unit is not modified to meet the standards set forth in this section.

(j) *Repairs.* Repairs to the furnace shall be made in accordance with the manufacturer's recommendations.

(k) *Outdoor solid fuel heating devices—"Best Burn Practices".*

(1) Read and follow all operating instructions supplied by the manufacturer.

(2) Fuel used. Only those fuels recommended by the manufacturer of the unit should be used. Never use the following: Trash, plastics, gasoline, rubber, naphtha, household garbage, material treated with petroleum products, particle board, railroad ties, treated wood, leaves, paper products and cardboard.

(3) Loading fuel. For a more efficient burn, pay careful attention to loading times and amounts. Follow the manufacturer's written instructions for recommended loading times and amounts.

(4) Starters. Do not use lighter fluids, gasoline or chemicals.

(5) Location. It is recommended that the furnace be located with due consideration to the prevailing wind direction.

(l) *Penalty.* Any person who installs an outdoor solid fuel heating device without a permit, or fails to remove, replace or modify any outdoor solid fuel heating device that does not meet the requirements of this section shall forfeit \$25.00 per day for each day the non-complying unit remains on the premises.

(Ord. No. 1126B, § 1, 10-12-2005)

- **Secs. 14-1383—14-1410. - Reserved.**

- **ARTICLE VI. - BUILDINGS AND BUILDING REGULATIONS^[19]**
- **DIVISION 1. - GENERALLY**
- **Sec. 14-1336. - Adoption of codes.**
- (a) The following Wisconsin Administrative Codes and subsequent revisions are adopted for municipal enforcement:

Wis. Admin. Code ch. Comm-5 SPS 305	Credentials
Wis. Admin. Code ch. Comm-16 SPS 316	Electrical code
Wis. Admin. Code chs. Comm-20—25 SPS 320—325	Uniform dwelling code
Wis. Admin. Code chs. Comm-75—79 SPS 375—379	Existing building code
Wis. Admin. Code chs. Comm-82—87 SPS 382—387	Uniform plumbing code
Wis. Admin. Code chs. IND-160—164 Wis Admin. Code chs. SPS 327	Existing building code Camping Units
Wis. Admin. Code chs. Comm-61—65 SPS 361—366	Wisconsin Enrolled Commercial Building Code

(b) Any act required to be performed or prohibited by an administrative code provision incorporated by reference in this section is required or prohibited by this section. Any future amendments, revisions or modifications of the administrative code provisions incorporated in this section are intended to be made part of this section to secure uniform statewide regulations in this city. A copy of these administrative code provisions and any future amendments shall be kept on file in the city inspector's office.

(Code 1999, § 15-1-3(a))

- **Sec. 14-1337. - Scope of uniform dwelling code.**
- (a) *Expanded.* For the purposes of this article, the provisions of the state uniform dwelling code are the standards for construction of the following:
 - (1) *Garages.* Detached garages greater than 200 square feet serving one- and two-family dwellings. Grade beam slabs are required for private, residential garages with a continuous floating slab of reinforced concrete and shall not be less than four inches in thickness.

Reinforcement shall be a minimum of six inch by six inch, number ten wire mesh or fiber reinforced concrete. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of the slab. Exempted are frostfree footings for detached residential accessory buildings. Wis. Admin. Code ch. ~~Comm-22~~ SPS 322 shall not apply.

(2) *Other detached accessory buildings.* Concrete slabs, frostfree footings, etc., are not required, but if they are installed they shall follow subsection

(a)(1) of this section and/or Wis. Admin. Code ch. ~~Comm-21~~ SPS 321.

(b) *Existing buildings.* The state uniform dwelling code shall also apply to buildings and conditions where:

(1) An existing building to be occupied as a one- or two-family dwelling, which building was not previously so occupied.

(2) An existing structure that is altered or repaired, when the cost of such alteration or repair during the life of the structure exceeds 50 percent of the equalized value of the structure, such value to be determined by the city assessor.

(3) Additions and alterations, regardless of cost, made to an existing building when deemed necessary in the opinion of the city inspector shall comply with the requirements of this article for new buildings. Section 14-1373 shall also apply.

(4) Whenever more than 25 percent of the roof covering or exterior wall covering of a building is replaced in any 12-month period, all roof covering or exterior wall covering shall be in conformity with applicable sections of this article.

(Code 1999, § 15-1-3(b), (c))

- **Sec. 14-1338. - Construction standards and codes adopted.**

(a) *Portions of state building code adopted.* Wis. Admin. Code chs. ~~Comm-61-65~~ SPS 361—365, the Wisconsin State Building Code, are adopted and made a part of this section with respect to those classes of buildings to which this article specifically applies. Any future amendments, revisions and modifications of such Wis. Admin. Code chs. ~~Comm-61-65~~ SPS 361—365 incorporated are intended to be made a part of this article. A copy of such Wis. Admin. Code chs. ~~Comm-61-65~~ SPS 361—365 and amendments thereto shall be kept on file in the office of the city inspector.

(b) *State plumbing code adopted.* The provisions and regulations of Wis. Stats. ch. 145 and Wis. Admin. Code chs. ~~Comm-82,83,84,25~~ SPS 382, 383, 384 and 325 are made a part of this section by reference and shall extend over and govern the installation of all plumbing installed, altered or repaired in the city. Any further amendments, revisions and modifications of such statute and administrative code are intended to be made part of this section.

(c) *State electrical code adopted.*

(1) Wis. Admin. Code ch. ~~Comm-24~~ SPS 324 is adopted by reference and made a part of this section and shall apply to the construction and inspection of new one- and two-family dwellings and additions or modifications to existing one- and two-family dwellings.

(2) Subject to the exceptions set forth in this article, the electrical code found in Wis. Admin. Code chs. ~~Comm-16 and 17~~ SPS 316 and 317 and the National Electrical Code, published by the National Fire Protection Association, are adopted by reference and made a part of this section and shall apply to all buildings, except those covered in subsection (c)(1) of this section.

(d) *Conflicts.* If, in the opinion of the city inspector and the common council, the provisions of the state building code adopted by subsection (a) of this section shall conflict with the provisions of the Federal Housing Administration standards in their application to any proposed building or structure, the inspector and/or the city shall apply the most stringent provisions in determining whether the proposed building meets the requirements of this section.

(Code 1999, § 15-1-4)

- **Sec. 14-1339. - Definitions.**

The following definitions shall be applicable in this article:

Addition means new construction performed on a dwelling which increases the outside dimensions of the dwelling.

Alteration means a substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling.

Department means ~~the state department of commerce~~ the Department of Safety and Professional Services.

Dwelling means, in addition to the definitions in articles II, III and IV of this chapter:

(1) Any building, the initial construction of which is commenced on or after the effective date of the ordinance from which this article is derived which contains one or two dwelling units; or

(2) An existing structure or that part of an existing structure which is used or intended to be used as a one- or two-family dwelling.

Minor repair means repair performed for maintenance or replacement purposes on any existing one- or two-family dwelling which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection or exterior aesthetic appearance and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.

One- or two-family dwelling means a building or structure which contains one or separate households intended to be used as a home, residence or sleeping place by an individual or by two or more individuals maintaining a common household to the exclusion of all others.

Uniform dwelling code means those administrative code provisions and any future amendments, revisions or modifications thereto contained in the following chapters of the Wisconsin Administrative Code:

Wis. Admin. Code ch. Comm-20 SPS 320	Administrative and enforcement
Wis. Admin. Code ch. Comm-21 SPS 321	Construction standards
Wis. Admin. Code ch. Comm-22 SPS 322	Energy conservation standards
Wis. Admin. Code ch. Comm-23 SPS 323	Heating, ventilating and air conditioning
Wis. Admin. Code ch. Comm-24 SPS 324	Electrical standards
Wis. Admin. Code ch. Comm-25 SPS 325	Plumbing
Wis Admin. Code ch. SPS 327	Camping Units

(Code 1999, § 15-1-3(d))

Cross reference— Definitions generally, § 1-2.

- **Sec. 14-1340. - Fees.**

Fees for permits required under this article shall be as prescribed in section 1-22.

(Code 1999, § 15-1-60)

- **Sec. 14-1341. - Penalties and violations.**

(a) Any building or structure erected, enlarged, altered or repaired or any use established after the effective date of the ordinance from which this article is derived in violation of this article shall be deemed an unlawful building, structure or use. The city inspector shall promptly report all such violations to the common council and city attorney who shall bring an action to enjoin the erection, enlargement, alteration, repair or moving of such building or structure or the establishment of such use of buildings in violation of this article or to cause such building, structure or use to be removed. Any person in violation may also be subject to a penalty as provided in section 1-14. In any such action, the fact that a permit was issued shall not constitute a defense, nor shall any error, oversight or dereliction of duty on the part of the city inspector or other city officials constitute a defense. Compliance with this article may also be enforced by injunctive order at the suit of the owner of any real estate within the jurisdiction of this article.

(b) If an inspection reveals a noncompliance with this article or the uniform dwelling code, the city inspector shall notify the applicant and the owner, in writing, of the violation to be corrected. All

cited violations shall be corrected within 30 days after written notification unless an extension of time is granted pursuant to Wis. Admin. Code § ~~Comm-20.10(1)(c)~~ SPS 320.10(1)(c).

(1) If, after written notification, the violation is not corrected within 30 days, a stop work order may be served on the owner or his/her representative, and a copy thereof shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the city inspector after satisfactory evidence has been supplied that the cited violation has been corrected.

(2) Each day each violation continues after the 30-day written notice period has run shall constitute a separate offense. Nothing in this article shall preclude the city from maintaining any appropriate action to prevent or remove a violation of any section of this article or the uniform dwelling code.

(3) If any construction or work governed by this article or the uniform dwelling code is commenced prior to the issuance of a permit, double fees shall be charged.

(c) Any person feeling aggrieved by an order or a determination of the city inspector may appeal from such order or determination to the board of appeals. Those procedures customarily used to effectuate an appeal to the board of appeals shall apply.

(d) Except as may otherwise be provided by the statute or ordinance, no officer, agent or employee of the city charged with the enforcement of this article shall render himself/herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his/her duties under this article. Any suit brought against any officer, agent or employee of the city as a result of any act required or permitted in the discharge of his/her duties under this article shall be defended by the legal representative of the city until the final determination of the proceedings therein.

(Code 1999, § 15-1-62)

- **Secs. 14-1342—14-1370. - Reserved.**
- **DIVISION 2. - BUILDING CODE**
- **Sec. 14-1371. - Purpose.**

This article provides certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished after the effective date of the ordinance from which this article is derived and regulates the equipment, maintenance, use and occupancy of all such buildings and/or structures. Its purpose is to protect and foster the health, safety and well-being of persons occupying or using such buildings and the general public.

(Code 1999, § 15-1-1(b))

- **Sec. 14-1372. - Scope.**

(a) After the effective date of the ordinance from which this article is derived, new buildings erected in or any building moved within or into the city shall conform to all the requirements of

this article, except as they are specifically exempted from part or all of this article. Any alteration, enlargement or demolition of an existing building and any installation therein of electrical, gas, heating, plumbing or ventilating equipment which affects the health or safety of the users thereof or any other persons is termed a "new building" to the extent of such change. The sections of this article supplement the laws of the state pertaining to construction and use and article II of this chapter and amendments thereto to the date the ordinance from which this article is derived was adopted and in no way supersede or nullify such laws and article II of this chapter.

(b) This article applies to all dwellings, commercial buildings and structures, swimming pools, garages, structures, buildings and residential accessory buildings. Not included are children's play structures.

(c) This article is adopted under the authority granted by Wis. Stats. § 101.65.
(Code 1999, § 15-1-1(c))

Sec. 14-1373. - Building permits and inspections.

(a) *General permit requirement.* No building of any kind shall be moved within or into the city and no new building or structure or any part thereof shall be erected or ground broken for the building or structure or enlarged altered, moved, demolished, razed or used within the city after the effective date of the ordinance from which this article is derived, except as provided in this article, until a permit therefor shall first have been obtained by the owner or his/her authorized agent from the city inspector or his/her designee. Prior to commencing any of the following work, the owner or his/her agent shall obtain a valid permit:

(1) New buildings.

(2) Additions that increase the physical dimensions of a building, including decks.

(3) Alterations to the building of structure, the cost of which shall include market labor value, or alterations to the building's heating, electrical or plumbing systems. Permits are required for re-siding and reroofing.

(4) Any electrical wiring for new construction or remodeling.

(5) Any HVAC for new construction or remodeling.

(6) Any plumbing for new construction or remodeling.

(7) Permits are required for all outdoor solid fuel heating devices (see section 1-22).

(b) *Alterations and repairs.* The following shall apply to buildings altered or repaired:

(1) *Alterations.* When not in conflict with any regulations, alterations to any building or structure existing on the effective date of the ordinance from which this article is derived and accommodating a legal occupancy and use, but of a substandard type of construction, which involves either beams, girders, columns, bearing or other walls, room heating and air condition systems, arrangement, light and ventilation, changes in location of exit stairways or exits or any or all of such, the existing construction shall be made to conform to the minimum

requirements of this article applicable to such occupancy and use and the given type of construction.

(2) *Repairs.* Repairs for purposes of maintenance or replacements in any building or structure existing on the effective date of the ordinance from which this article is derived which do not involve the structural portions of the building or structure or which do not affect room arrangement; light and ventilation; access to or efficiency of any exit stairways; or exits, fire protection, or exterior aesthetic appearance and which do not increase a given occupancy or use shall be deemed minor repairs.

(3) *Prohibited alterations.* When any existing building or structure which, for any reason whatsoever, does not conform to of this article has deteriorated from any cause whatsoever to an extent greater than 50 percent of the equalized value of the building or structure, no alterations or moving of such building or structure shall be permitted. Any such building or structure shall be considered a menace to public safety and welfare and shall be ordered vacated and thereafter demolished and debris removed from the premises.

(4) *Alterations and repairs required.* When any of the structural members of any building or structure have deteriorated from any cause whatsoever to less than their required strength, the owner of such a building or structure shall cause such structural members to be restored to their required strength; failing in which the building or structure shall be considered a menace to public safety and shall be vacated. Thereafter, no further occupancy or use of the building or structure shall be permitted until the sections of this article are complied with.

(5) *Extent of deterioration.* The amount and extent of deterioration of any existing building or structure shall be determined by the city inspector.

(c) *Application for permit.* Application for a building permit shall be made in writing upon a form furnished by the city inspector or his/her designee and shall state the following:

(1) The name and address of the owner of the land and also the owner of the building, ~~if different;~~

~~(2) The legal description of the land upon which the building is to be located;~~

~~(3) The name and address of the designer;~~

~~(4) The use to which such building is to be put; and~~

(5) Such other information as the city inspector may require.

~~(d) *Dedicated street and approved subdivision required.* No building permit shall be issued unless the property on which the building is proposed to be built abuts a street that has been dedicated for street purposes. No building permits shall be issued until the subdivision and required improvements are accepted by the common council.~~

(e) *Utilities required.* Utilities are required as follows:

(1) *Residential buildings.* No building permit shall be issued for the construction of any residential building until sewer, water, grading and graveling are installed in the streets necessary to service the property for which the permit is required.

(2) *Nonresidential buildings.* No building permit shall be issued for the construction of any building other than residential until contracts have been let for the installation of sewer, water, grading and graveling in the streets necessary to service the property for which the permit is requested.

(3) *Occupancy.* No person shall occupy any building until sewer, water, grading and graveling are installed in the streets necessary to service the property, and a certificate of occupancy shall not be issued until such utilities are available to service the property.

(f) *Plans.* With such application for a building permit there shall be submitted two complete sets of plans and specifications, including the following:

(1) A plot plan showing the location and dimensions of all buildings and improvements on the lot, both existing and proposed;

(2) Dimensions of the lot;

(3) Dimensions showing all setbacks of all buildings on the lot;

~~(4) Proposed grade of the proposed structure (to city datum);~~

(5) Grade of the lot and of the street abutting the lot;

~~(6) Grade and setback of adjacent buildings. If the adjacent lot is vacant, submit the elevation of nearest buildings on the same side of the street;~~

~~(7) Type of monuments at each corner of the lot;~~

~~(8) Watercourses or existing drainage ditches, easements or other restrictions affecting such property;~~

~~(9) The seal and signature of the surveyor or a certificate signed by the applicant; and~~

(10) A construction erosion control plan setting forth proposed information and procedures needed for the control of soil erosion, surface water runoff and sediment disposition at the building site.

Plans, specifications and plot plans shall be drawn to a minimum scale of one-quarter inch to one foot (fireplace details to three-quarters inch to one foot). One set of plans shall be returned after approval as provided in this article. The second set shall be filed in the office of the city inspector. Plans for buildings involving the state building code shall bear the stamp of approval of the ~~the state department of commerce, safety and building division~~ **Department of Safety and Professional Services**. One plan shall be submitted which shall remain on file in the office of the city inspector. All plans and specifications shall be signed by the designer.

Plans for all new one- and two-family dwellings shall comply with the provisions of Wis. Admin. Code § ~~Comm-20.09(4)~~ SPS 320.09(4).

~~(g) Waiver of plans; minor repairs.~~

~~(1) Waiver. If the city inspector finds that the character of the work is sufficiently described in the application, he/she may waive the filing of plans for alterations, repairs or moving, provided the cost of such work does not exceed \$2,000.00.~~

~~(2) Minor repairs. The city inspector may authorize minor repairs or maintenance work on any structure or to heating, ventilating or air conditioning systems installed therein with a fair market value of less than \$1,000.00, as determined by the city inspector, including market value of labor, which do not change the occupancy area, exterior aesthetic appearance, structural strength, fire protection, exits, light or ventilation of the building or structure without issuance of a building permit.~~

(h) *Approval of plans.* Procedures for approval of the plans are as follows:

(1) If the city inspector determines that the building will comply in every respect with all ordinances and orders of the city and all applicable laws and orders of the state, he/she shall issue a building permit, which shall state the use to which such building is to be put and which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of such ordinances, laws or orders or which involves the safety of the building or the occupants, except with the written consent of the city inspector.

(2) If adequate plans are presented for part of the building only, the city inspector, at his/her discretion, may issue a permit for that part of the building before receiving the plans and specifications for the entire building.

(i) *Inspections.* Inspections shall be made in accordance with the following:

(1) The following inspections shall be requested 24 hours (business workday) in advance by the applicant, contractor or property owner, as applicable:

a. Footing/foundation.

b. Rough carpentry, HVAC, electric and plumbing.

c. Drain tile/basement floor.

d. Underfloor plumbing/electric service.

e. Insulation.

f. Final carpentry, HVAC, electric and plumbing.

g. Erosion control.

(2) Failure to request any inspection will be the responsibility of the contractor and/or property owner, **whomever is the holder of the permit.**

(j) *Permit lapses.* A building permit shall lapse and be void unless building operations are commenced within six months or if construction has not been completed within 12 months from the date of issuance thereof.

(k) *Revocation of permits.* Permits may be revoked as follows:

(1) The city inspector or the common council may revoke any building, plumbing or electrical permit, certificate of occupancy or approval issued under this article and may stop construction or use of approved new materials, equipment, methods of construction, devices or appliances whenever:

a. The city inspector shall find at any time that applicable ordinances, laws, orders, plans and specifications are not being complied with and that the holder of the permit refused to conform after written warning has been issued to him/her.

b. The continuance of any construction becomes dangerous to life or property.

c. There is any violation of any condition or provisions of the application for the permit or of the permit.

d. In the opinion of the city inspector, there is inadequate supervision provided on the job site.

e. Any false statement or misrepresentation has been made in the application for the permit or in the plans, drawings, data specifications or certified lot or plot plan on which the issuance of the permit or approval was based.

f. There is a violation of any of the conditions of an approval or occupancy given by the city inspector for the use of all new materials, equipment, methods or construction devices or appliances.

(2) The notice revoking a building, plumbing or electrical certificate of occupancy or approval shall be in writing and may be served upon the applicant for the permit, the owner of the premises and his agent, if any, and on the person having charge of construction.

(3) A revocation placard shall also be posted upon the building, structure, equipment or premises in question by the city inspector.

(4) After the notice is served upon such persons and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises, and the permit which has been so revoked shall be null and void. Before any construction or operation is again resumed, a new permit, as required by this article, shall be procured and fees paid therefor. Thereafter the resumption of any construction or operation shall be in compliance with this article. However, such work as the city inspector may order as a condition precedent to the reissuance of the building permit may be performed or such work as he/she may require for the preservation of life and safety.

(l) *Report of violations.* City officers and employees shall report at once to the city inspector any building which is being carried on without a permit as required by this article.

(m) *Display of permit.* Building permits shall be displayed in a conspicuous place on the premises where the authorized building or work is in progress at all times during construction or work thereon.

(Code 1999, § 15-1-2; Ord. No. 1127B, § 1, 10-12-2005)

Sec. 14-1374. - Method of enforcement.

(a) *Authority of inspector.* The city inspector and his/her delegated representatives are authorized and directed to administer and enforce all of the provisions of the uniform dwelling code. The city inspector shall be certified for inspection purposes by the department in each of the categories specified under the Wisconsin Administrative Code.

(b) *Subordinates.* The city inspector may appoint, as necessary, subordinates as authorized by the common council.

(c) *Duties.* The city inspector shall administer and enforce all sections of this article and the uniform dwelling code.

(d) *Inspection powers.* The city inspector or an authorized certified agent may at all reasonable hours enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or ~~heating-work~~ ~~hvac work~~. No person shall interfere with or refuse to permit access to any such premises to the city inspector or his/her agent while in performance of his/her duties.

(e) *Records.* The city inspector shall perform all administrative tasks required by the department under the uniform dwelling code. In addition, the city inspector shall keep a record of all applications for building permits in a book for such purposes and shall regularly number each permit in the order of its issue. Also, a record showing the number, description and size of all buildings erected indicating the kind of materials used and the cost of each building and aggregate cost of all one- and two-family dwellings shall be kept.

(Code 1999, § 15-1-3(e))

Sec. 14-1375. - New methods and materials.

(a) All materials, methods of construction and devices designed for use in buildings or structures covered by this article and not specifically mentioned in or permitted by this article shall not be so used until approved in writing by the Department of Sfor use in buildings or structures covered by the state building code, except sanitary appliances, which shall be approved in accordance with the state plumbing code.

(b) Such materials, methods of construction and devices, when approved, must be installed or used in strict compliance with the manufacturer's specifications and any rules or conditions of use established by ~~the state department of commerce~~ the ~~Department of Safety and Professional Services~~ ~~of commerce~~. The data, tests and other evidence necessary to prove

the merits of such material, method of construction or device shall be determined by the ~~Department of Safety and Professional Services~~ ~~state department of commerce~~.

(Code 1999, § 15-1-5)

Sec. 14-1376. - Unsafe buildings.

Whenever the city inspector or common council finds any building or part thereof within the city to be, in his/her or its judgment, so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human occupancy or use and so that it would be unreasonable to repair the building or part thereof, he/she or it shall order the owner to raze and remove such building or part thereof or, if it can be made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option. Such order and proceedings shall be as provided in Wis. Stats. § 66.0413.

(Code 1999, § 15-1-6)

Cross reference— Public safety, ch. 30.

Sec. 14-1377. - Disclaimer on inspections.

The purpose of the inspections under this article is to improve the quality of housing in the city. The inspections and the reports and findings issued after the inspections are not intended nor are they to be construed as a guarantee. In order to advise owners and other interested persons, the following disclaimer shall be applicable to all inspections under this article: "These findings of inspection contained herein are intended to report conditions of noncompliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment and materials not specifically cited herein is expressed or implied."

(Code 1999, § 15-1-7)

Sec. 14-1378. - Garages.

(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:

Attached private garage means a private garage attached directly to the principal building or attached by means of an enclosed or open breezeway, porch, terrace; or a private garage so constructed as to form an integral part of the principal building.

Detached private garage means a private garage entirely separated from the principal building.

(b) *Locations.* Locations of garages shall be in conformance with the following:

(1) Unless otherwise regulated under applicable zoning, detached garages of wood frame construction shall be located not less than ten feet from any residence building, except that such distance may be reduced to not less than five feet when the interior walls of such garage adjacent to a residence building are protected with not less than one-hour fire resistive construction.

(2) Garages of masonry wall construction shall not be located less than five feet from any residence building.

(c) *Footings and foundations.* Footings and foundations shall be as follows:

(1) *Detached garages.* Detached private garages shall comply with section 14-1337(a).

(2) *Attached garages.* Attached private garages shall be provided with the same type footings and foundations as required for the principal building.

(3) *Floor surface.* The floor in all private garages shall be of concrete construction. No openings or pits in the floor shall be permitted, except for drainage ~~into the sanitary sewer system~~ per current Uniform Dwelling Code.

(d) *Construction.* Construction shall be as follows:

(1) *Private garages.* Private garages shall be constructed as follows:

a. Load-bearing foundation walls and piers, masonry walls and partitions shall be constructed as regulated except as stated in this section.

~~b. Attached and detached private garages shall be of the same type of construction as that of the principal building and as further regulated in this article.~~

b. Attached and detached private garages shall be of a type of construction approved by Department of Safety and Professional Services.

(2) *Attached private garages.* Private garages may be attached to or made a part of residence buildings when in compliance with the following:

a. All walls in common with a principal building on an attached private garage shall have not less than 45 minutes of fire resistive construction on the garage interior.

b. An attached private garage may have a door connecting directly into the principal building, provided that the door shall be a ~~self-closing metal-clad~~ door with a 20-minute rating..

(Code 1999, § 15-1-8)

Sec. 14-1379. - Basements; excavations.

(a) *Basement subflooring.* First floor subflooring shall be completed within 60 days after the basement is excavated.

(b) *Fencing of excavations.* The owner of any premises on which there exists an opening or excavation, including for sewer and water lateral excavations, which is located in close proximity to a public sidewalk or street right-of-way to constitute a hazard to pedestrian or vehicular traffic shall erect a fence, wall or railing at least four feet high between such opening or excavation and the public right-of-way before workers leave the job site.

(c) *Closing of abandoned excavations.* Any excavation for building purposes or any uncovered foundation which shall remain open for more than three months shall be deemed abandoned and a nuisance. The city inspector shall order that, unless the erection of the building or structure on the excavation or foundation shall commence or continue forthwith, suitable safeguards shall be provided to prevent accidental injury to children or other frequenters or that the excavation or foundation be filled to grade. Such order shall be served upon the owner of record or the owner's agent, where an agent is in charge of the premises, and upon the holder of an encumbrance of record in the manner provided for service of a summons in the circuit court. If the owner or the holder of an encumbrance of record cannot be found, the order may be served by posting it on the premises and publication in the official newspaper for two consecutive publications at least ten days before the time for compliance stated in the order commences to run. Such time shall be not less than 14 nor more than 20 days after service. If the owner of the land fails to comply with the order within the time required, the city inspector shall cause the excavation or foundation to be filled to grade. The cost of such abatement shall be charged against the real estate ~~and entered on the next succeeding tax roll as a special charge special assessment~~ and shall bear interest at a rate established by the common council from the date of the report by the city inspector on the cost thereof, pursuant to statute.

(d) *Fill dirt.* Fill dirt used at a site shall be graded within four weeks.

(Code 1999, § 15-1-10)

Sec. 14-1380. - Discharge of clear waters.

(a) *Discharge.* No person shall cause, allow or permit any roof drain, surface drain, subsoil drain, drain from any mechanical device, gutter, ditch, pipe, conduit, sump pump or any other object or thing used for the purposes of collecting, conducting, transporting, diverting, draining or discharging clear water from any part of any private premises owned or occupied by such person to discharge into a sanitary sewer.

(b) *Nuisance.* The discharge into a sanitary sewer from any roof drain, surface drain, subsoil drain, drain from any mechanical device, gutter, ditch, pipe, conduit, sump pump or any other object or thing used for the purposes of collecting, conducting, transporting, diverting, draining or discharging clear water from any part of any private premises is declared to be a public nuisance and a hazard to the health, safety and well-being of the residents of the city and to the protection of property.

(c) *Groundwater.* Where deemed necessary by the city inspector, every house shall have a sump pump installed for the purpose of discharging clear waters from foundation drains and ground infiltration. Where the building is not serviced by a storm sewer, it shall either discharge into an underground conduit leading to a drainage ditch, gutter, dry well or it shall discharge onto the ground surface in such other manner as will not constitute a nuisance.

(d) *Stormwater.* All roof drains, surface drains, drains from any mechanical device, gutters, pipe, conduits or any other objects or things used for the purpose of collecting, conducting, transporting, diverting, draining or discharging stormwaters shall be discharged either to a storm sewer, a dry well, an underground conduit leading to a drainage ditch or onto the ground surface in such other manner as will not constitute a nuisance.

(e) *Sump pump discharge.* Discharges from sump pumps shall be in accordance with the following:

(1) All sump pumps installed for the purpose of discharging clear water from foundation drains, basement drains and ground infiltration shall, within 60 days of installation, discharge into a storm sewer wherever available. Storm sewers shall be considered "available":

a. In existing streets with storm sewers when storm sewer laterals are installed.

b. In nonexisting streets and in existing streets without storm sewers when storm sewers are installed.

(2) Storm sewers shall not be considered "available" in existing streets with storm sewers until such time as sewer laterals are installed. If no storm sewer is available, sump pumps shall discharge into an underground conduit leading to a drainage ditch, gutter, dry well or onto the ground at a point which is not less than three feet from the building and which is above the permanent grade.

(3) No sump discharge shall be allowed to flow on or across a public sidewalk or be directed on to another person's property.

(4) This subsection shall be in addition to those required and imposed by the state plumbing code in Wis. Admin. Code chs. SPS 382 and 384 and Wis. Stats. ch. 145 and shall not amend or alter the provisions therein except insofar as is necessary for the application and enforcement of this subsection.

(f) *Conducting tests.* If the city inspector or his/her designated agent suspects an illegal clear water discharge as defined by this section or by any other applicable provision of the Wisconsin Administrative Code as it may, from time to time, be amended, he/she may, upon reasonable notice and at reasonable times, enter the private premises where such illegal clear water discharge is suspected and conduct appropriate tests to determine whether such suspected illegal clear water discharge actually exists.

(Code 1999, § 15-1-11)

Sec. 14-1381. - Duplex and multiservice water and sewer connections.

(a) A duplex structure shall be allowed a common water service to the curbstop, but each unit of such duplex shall have a separate outside curbstop for the purpose of shutting water off in one unit without disturbing the second unit.

(b) Structures over two units, if metered separately, shall also have individual outside curbstops for the purpose of shutting water off in one unit without disturbing other units.

(c) A common sewer service can be used for duplex and multiple-unit structures from the sewer main to the structure.

(Code 1999, § 15-1-12)

- **Sec. 14-1382. - Outdoor wood furnaces.**

(a) *Definitions.*

Outdoor solid fuel heating device (furnace): A device designed to generate heat, hot water or both for the interior of a building by solid fuel combustion where the enclosure in which the combustion takes place is located outside the building for which the heat, hot water, or both is to be generated. This definition includes but is not limited to outdoor wood burning heating units.

Regularly occupied by people: Used in whole or in part as a place of assemblage, lodging, trade, occupancy or use by persons.

Stack or chimney: A vertical structure, flue or flues that carry off smoke or exhaust from a solid fuel fired heating device; especially that part of such structure extending above the roof.

(b) *Design standards.*

(1) The furnace shall be constructed with self-contained weatherproofing with no additional structure enclosing it.

(2) It shall be listed by a nationally recognized testing laboratory acceptable to the and shall meet all ASME, ~~state department of commerce~~ Department of Safety and Professional Services, and ASTM standards.

(3) It shall be designed for operation at atmospheric pressure and be properly vented to prevent a positive pressure condition.

(4) All furnaces installed in the city are required to meet emission standards as set by the Environment Protection Agency (EPA). Standards currently required by the EPA are hereby adopted by reference together with any amendments or modifications made to them in the future.

(c) *Code compliance.* The furnace and all parts accessory to it, including, but not limited to pressure safety controls, shall be installed to meet applicable mechanical codes and the manufacturer's listing. All electrical wiring serving such unit shall be installed in accordance with the National Electric Code, NEC Chapter 70 as modified by the Wisconsin Electrical Code, ~~Comm 16~~ SPS 316.

(d) *Permit.* A heating permit is required prior to installation per subsection [14-1373\(a\)\(7\)](#). A site plan indicating the furnace's location on the property and information to determine compliance with applicable standards and codes shall be filed with the permit application. The installation shall be inspected for compliance with all standards and approved plans before it is put into operation.

(e) *Installation requirements.*

- (1) All furnaces will be installed and operated according to "best burn practices" as listed in subsection (k) below.
- (2) The furnace shall have an attached permanent stack (chimney) conforming to the requirements listed under subsection (k)(5) below.
- (3) All stacks (chimneys) shall be designed, constructed, and maintained to withstand horizontal wind pressures of not less than 30 pounds per square foot and also in accordance with the manufacturer's listing.
- (4) All owners of outdoor solid fuel heating devices shall secure a source of wood which has been stored and dried for at least a year and shall provide an acceptable storage structure adjacent to the furnace to maintain wood dryness.
- (5) All furnaces utilizing forced air induction shall be equipped with a chimney screen or cap to prevent emission of burning embers from unit which could ignite adjacent roofs or other combustible materials.
- (6) The minimum stack height shall be at least 15 feet above grade.

(f) *Location on property.*

- (1) Setback from any property line adjoining any developed or developable lot shall be ten feet from the side line and ten feet from the back line and at least 50 feet from any door, operable window or air intake vent of a building regularly occupied by people, other than the building where the unit is being installed.
- (2) The furnace may not be located in any front yard or corner side yard.
- (3) The furnace shall be enclosed by fencing or other barrier to prevent access by unauthorized persons.

(g) *Public nuisance.* Dense smoke, noxious fumes, gas and soot, cinders or live sparks produced by such furnaces that interfere substantially with the comfortable enjoyment of life, health or safety of another person or the public may be declared a public nuisance by a properly designated authority and ordered abated.

(h) *Existing furnaces.* Any furnace existing prior to the effective date of this section that does not conform to the requirements of this section, shall, upon the complaints of neighboring residents, be removed, replaced, or modified to meet the requirements of this section within 45 days of the notification of noncompliance from the building inspector, police department or other city officer or agent.

(i) *Disconnection or removal.* If a furnace is determined to be unsafe or in violation of any part of this section, the building inspector, police department or any other agent of the city may order the permanent disconnection and removal of the furnace if the unit is not modified to meet the standards set forth in this section.

(j) *Repairs.* Repairs to the furnace shall be made in accordance with the manufacturer's recommendations.

(k) *Outdoor solid fuel heating devices—"Best Burn Practices".*

(1) Read and follow all operating instructions supplied by the manufacturer.

(2) Fuel used. Only those fuels recommended by the manufacturer of the unit should be used. Never use the following: Trash, plastics, gasoline, rubber, naphtha, household garbage, material treated with petroleum products, particle board, railroad ties, treated wood, leaves, paper products and cardboard.

(3) Loading fuel. For a more efficient burn, pay careful attention to loading times and amounts. Follow the manufacturer's written instructions for recommended loading times and amounts.

(4) Starters. Do not use lighter fluids, gasoline or chemicals.

(5) Location. It is recommended that the furnace be located with due consideration to the prevailing wind direction.

(l) *Penalty.* Any person who installs an outdoor solid fuel heating device without a permit, or fails to remove, replace or modify any outdoor solid fuel heating device that does not meet the requirements of this section shall forfeit \$25.00 per day for each day the non-complying unit remains on the premises.

(Ord. No. 1126B, § 1, 10-12-2005)

- **Secs. 14-1383—14-1410. - Reserved.**



To: Mayor and City Council
From: Beth McCarthy, Building Inspector/Zoning Administrator
Date: November 15, 2023
Re: Discuss Potential Ordinance Changes In Regards to Living in Camping Units and Storage in Yards

Listed below are topics and ordinance changes for discussion.

Living in camping units or mobile recreational vehicles has been an issue from time to time in our community. The City of Antigo has an existing definition of a “camping unit” and “mobile recreational vehicles” in its ordinances.

By ordinance, *camping unit* means any portable device, no more than 400 sq. ft. in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, tent or other mobile recreational vehicle. *Mobile recreational vehicle* means a vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of “mobile recreational vehicles.”

Currently we have nothing clearly stating to what extent a camping unit or a mobile recreational vehicle may be lived in. Listing them in *Sec 14-42 Mobile homes*, will help the Police Department better enforce the duration of habitation allowed for camping units or in mobile recreational vehicles, within City limits. *Sec 14-42* with proposed changes is attached for your review.

Outdoor Storage for recreational vehicles and structures and machinery and heavy equipment has been viewed by some citizens as a community wide issue. Currently, City ordinances do list any restrictions in regards to the number of recreational vehicles allowed to be stored in a resident’s yard or the allowance of heavy equipment to be stored in

residential zoning. Attached is a copy *Sec. 14-1688 Housing Appearance*, which includes proposed changes to address these two issues.

Sec. 14-42. - Mobile homes, **Mobile Recreational Vehicles, and Camping Units.**

The following shall apply to mobile homes, **mobile recreational vehicles and camping units**:

- (1) Nonresidential use. A mobile home, **mobile recreational vehicles and camping units** shall not be considered to be permissible as an accessory building. However, a mobile home may be used as a temporary office or shelter incidental to construction on or development of the premises on which the mobile home is located only during the time construction or development is actively underway.
- (2) Location. No person shall park, store or occupy a mobile home, **mobile recreational vehicles or camping units** for living purposes except as follows:
 - a. In connection with and on the same lot as a single-family dwelling for a period not to exceed 15 days in duration. Not more than one mobile home, **mobile recreational vehicles, or camping units** shall be allowed on such lot at any one time. No such residential lot shall be occupied by a mobile home, **mobile recreational vehicles, or camping units** for more than a total of 30 days in any one year.
 - b. In an approved mobile home park in accordance with the following conditions:
 1. Mobile home parks shall be allowed only in the R-1 district and only as conditional uses in such district.
 2. Each mobile home park shall have direct access to a principal county, township, city or state highway or arterial street or road.
- (3) Size. Mobile home parks shall comply with the following size requirements:
 - a. No permit shall be issued for the establishment of a new mobile home park unless such park contains at least ten acres of area.
 - b. The average individual trailer lot size shall not be less than 4,000 square feet in area, and no lot shall be smaller than 3,200 square feet in area.
 - c. Each individual mobile home lot shall be at least 44 feet in effective width. Effective width shall mean the distance between side lot lines, measured at the rear line of the required front yard. On diagonal lots, it shall be measured at right angles across the lot from one diagonal side line to the other.
- (4) Yards and setbacks. The following minimum setback regulation shall apply:

- a. No building, structure or mobile home shall be located closer than 50 feet to any property line of the trailer park nor closer than 75 feet to any principal county, township, city or state highway or arterial street or roadway right-of-way.
 - b. Mobile homes shall be set back at least 15 feet from the pavement of streets or roadways within the park.
 - c. No part of any mobile home or any addition or appurtenance thereto shall be placed within 20 feet of any other mobile home, addition or appurtenance thereto nor within 50 feet of any accessory or service building or structure.
- (5) Height. No building, structure or mobile home located in a mobile home park shall exceed 2½ stories or 35 feet in height.
- (6) Parking. There shall be at least two off-street parking spaces available to each individual mobile home lot and located within 100 feet of such lot.
- (7) Landscaping. Along each property line of a mobile home park in the R-1 district there shall be provided, within the 50-foot setback area, screen fencing or landscape planting which shall be designed and/or planted to be 50-percent or more opaque when viewed horizontally between two feet and eight feet above average ground level.
- (8) Design and improvements. In the R-1 district, the design and improvements to be provided in the proposed mobile home park, including street widths and construction of approach streets or ways, shall conform to the requirements of the subdivision regulations for conventional residential subdivisions containing 10,000-square-foot lots. However, the street width and construction requirements in the subdivision regulations shall be applied only to those streets which would be necessary to service a future conventional residential subdivision on such tract of land and need not be applied to secondary mobile home site access streets or ways.
- (9) Common space. Each mobile home park in the R-1 district shall provide at least three acres of common space, exclusive of the required 50-foot peripheral setback, for use by recreational or service facilities. An additional 200 square feet of common space shall be provided for each mobile home in excess of 160 contained within the park.
- (10) **Campgrounds. Mobile recreational vehicles and camping units legally located in a campground licensed by the State of Wisconsin have no occupancy duration restrictions.**

(Code 1999, § 13-1-24)

Sec. 14-1688. - Housing ~~appearance~~, yard, and property appearance.

(a) *Minimum standards.* No person shall let or hold out to another for occupancy any dwelling or family unit for the purpose of living therein or own or be in control of any vacant dwelling or dwelling unit which is not safe, clean, sanitary and fit for human occupancy and which does not comply with the particular requirements of this section.

(b) *Foundations, exterior walls and roofs.* No person shall let to another for occupancy any dwelling or dwelling unit for the purpose of living therein or own or be in control of any vacant dwelling or dwelling unit, which does not comply with the following requirements:

(1) Every exterior wall shall be free of deterioration, holes, breaks or loose or rotting board or timbers.

(2) Structures that require paint or stain shall have paint or stain applied at regular intervals to exterior building surfaces.

(3) All cornices, moldings, lintels, sills, oriel windows and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous.

(4) Roof surfaces shall be tight and shall have no defects which admit water. All roof drainage systems shall be secured and hung properly.

(5) Chimneys, antennas, air vents and other similar projections shall be structurally sound and in good repair. Such projections shall be secured properly, where applicable, to an exterior wall or exterior roof.

(c) *Grading and drainage of lots.* Every yard, court, vent passageway, driveway and other portion of the lot on which the dwelling stands shall be graded and drained to prevent the accumulation of water on any such surface or on adjacent property. Driveways shall be maintained in good repair.

(d) *Accessory structures.* All accessory structures shall be maintained in a state of good repair and vertical alignment. All exterior appurtenances or accessory structures which serve no useful purpose and which are in a deteriorated condition, which are not economically repairable, shall be removed. Such structures include but shall not be limited to porches, terraces, entrance platforms, garages, driveways, carports, walls, fences and miscellaneous sheds.

(e) *Abandoned dwellings.* The owner of any abandoned dwelling or his/her authorized agent shall:

(1) Cause all services and utilities to be disconnected from or discontinued to such dwelling.

- (2) Lock all exterior doors and windows of such dwelling.
- (3) Maintain such dwelling so that its foundation, floors, windows, walls, doors, ceilings, roof, porches and stairs shall be reasonably weathertight, waterproof, rodentproof, structurally sound and in good repair such that they comply with subsection (b) of this section.
- (4) Maintain the yard and accessory structures such that they comply with subsections (c) and (d) of this section.
- (f) *Nuisances*. The interior and exterior of vacant and abandoned dwellings shall be maintained in a nuisance-free condition.

(d) Outdoor Storage

- (1) **Recreational vehicles and structures.** Outside storage is permitted for not more than four total of the following: buildings for ice fishing, mobile camp trailers, snowmobiles, camper utility trailers, boats, all-terrain vehicles, personal watercrafts, off-road bikes, go-carts, and lawn mowers that the above vehicles and structures are owned by the residence. No storage is permitted in front yards, except in the owner's driveway.
- (2) **Machinery and Heavy Equipment.** Outside storage is not permitted for the following: farm equipment, logging equipment, heavy equipment, including but not limited to tractors, ski steers, bucket trucks and forklifts.

(Code 1999, § 15-4-18)