



Minutes

Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met Tuesday, August 20, 2013 at 10:30 a.m. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Council/Committee Members present: Mike Hanke, Bill Hicks, Jane Lardahl, George Adrian, and Mayor Hoffman.

Others present: Fire Chief Tom Larson, Police Chief Wendy Stelter, Street and Utility Manager Rick Ruf, Parking Enforcement Officer Jean Bernier, and City Clerk Bridget Givens.

The meeting was called to order at 10:30 am.

Motion by Lardahl/Hicks to amend the agenda to address Item #6 first. All present voting aye, motion carried.

6. Discuss and consider extending hours of limited parking in the Spring Street and Family Dollar Parking Lots (currently two hours). Possible recommendations to the Council.

Councilor Hanke advised that with the construction of SEH, there have been issues with parking on Spring Street. Discussion ensued regarding changing the limited parking hours in the Spring Street (between LeRoy's and the Village Tavern) and Family Dollar parking lots.

Motion by Hicks/Lardahl to recommend Council temporarily extend parking in the Spring Street lot from two hours to eight hours until April 1, 2014 at which time it would be reconsidered by Committee #3. All present voting aye, motion carried.

1. Discuss and consider the new State of Wisconsin – Department of Military Affairs - Wisconsin Emergency Management contract for Hazardous Materials Response for the Chippewa Falls Fire & Emergency Services Department. Possible recommendations to the Council.

Chief Larson provided details regarding the Wisconsin Emergency Management Contract indicating that the State of Wisconsin has moved to a task force concept. The City of Chippewa Falls would partner with the City of Eau Claire to be one of the only two elite teams responsible for the Northwest area. Chief Larson further advised that all costs associated with this program are fully reimbursed – it is completely cost neutral to the City.

Motion by Lardahl/Hicks to recommend approval of the State of Wisconsin – Department of Military Affairs - Wisconsin Emergency Management contract for Hazardous Materials Response for the Chippewa Falls Fire & Emergency Services Department and authorize the appropriate City Officials to sign such contract. All present voting aye, motion carried.

Motion by Hicks/Lardahl to amend the agenda to address Item #3 at this time. All present voting aye, motion carried.

3. Discuss and consider the possibility of creating a policy and/or ordinance to address requests for use of City equipment/personnel to complete local community projects. Possible recommendations to the Council.

Councilor Hicks indicated this item was predicated upon the number of requests that are received from community organizations for the use of City equipment/personnel (particularly the Street Department), and the desire of Council to be made aware of the costs associated with such requests.

Clerk Givens drafted a City Services Request Form for review and input. This form could potentially be used as a mechanism to make the Council aware of the number of requests that are received, the costs associated with each request, and the potential impact fulfilling the request may have. The Mayor stated that as economics change, the Council will need to determine what types of community projects the City could continue to support.

Additional discussion ensued about what should be included on the form. Clerk Givens was directed to revise the form to include an area for impact analysis and if the entity requesting services would be volunteering any materials/funding for the project. The form will be revised and brought back before the Committee.

No action taken.

2. Discuss and consider request from Angie Walker to utilize City personnel and equipment for sweeping and striping the parking lot of the Chippewa Falls Senior Center. Possible recommendations to the Council.

Street and Utility Manager Rick Ruf advised the Committee that the request of the Senior Center for sweeping and striping their lot would cost roughly \$1,200. Ruf further expressed concern that striping the lot would take a majority of the paint that is remaining for Street Department use.

The Committee supported the request as the Senior Center is a polling location for the First and Fifth Wards of the City and the parking lot should be maintained in a safe manner.

Motion by Hicks/Lardahl to recommend approval of the request from Angie Walker to utilize City personnel and equipment for sweeping and striping the parking lot of the Chippewa Falls Senior Center with the proviso that the Senior Center reimburse material costs to the City of \$150.00. **All present voting aye, motion carried.**

4. Discuss and consider draft ordinance language regarding Street Use Permits. Possible recommendations to the Council.

Councilor Hicks referred to the ordinance language drafted by Attorney Ferg as attached. Concern was expressed that Street Use Permits are processed at zero cost, but they can potentially be a large financial impact to the City. Chief Stelter indicated that each Street Use Permit application is reviewed and evaluated to determine what is needed for a safe event; for example, barricades, volunteers, or an officer to direct traffic flow.

The draft ordinance language identifies the Board of Public Works as the body responsible for review of the Street Use Permit applications, with recommendation made to the City Council. Chief Stelter and Director of Public Works Rubenzer would still review the applications prior to routing to the Board of Public Works. Councilor Hicks recommended adding more information on the Street Use Permit application including anticipated fiscal impact. It was also discussed that Committee #1 should address a possible fee structure for the Street Use Permit application. Councilor Adrian recommended the Clerk's Office send notice to entities that have applied for a Street Use Permit over the past year advising of the changes.

Motion by Hicks/Lardahl to recommend adopting the ordinance language regarding Street Use Permits. **All present voting aye, motion carried.**

5. Discuss and consider draft ordinance language regarding Animal Care and Licenses. Possible recommendations to the Council.

The Committee referred to the ordinance language drafted by Attorney Ferg, the recommended changes of Councilor Hanke, and the response from Attorney Ferg regarding Hanke's recommended changes (all of which are attached).

Overall comments about the ordinance were that fees need to be reviewed to ensure they are high enough to encourage compliance, but still in accordance with applicable Statutes. It was also discussed that the Zoning Board of Appeals would not be the body for hearing appeals regarding declaring an animal as dangerous. Committee #3 felt the appeal should be brought before them and referred to Council. The Committee then proceeded to review the draft ordinance language page by page and made the following recommendations.

- (2) (a) Chief Stelter requested clarification from Attorney Ferg regarding the mechanics of the order.
- (3) (i) Strike 24 and replace with 8 hours
- (7) (b) (1) Strike 4 or more animals and replace with 3 or more animals
- (7) (b) (2) Strike 2 or more animals and replace with 3 or more animals
- (16) (a) Strike dog or cat and replace with any animal biologically able to be inoculated
- (17) Addition of (c) to include any animal biologically able to receive the vaccination
- (18) (a) Strike City Health Officer and replace with Chippewa Falls Police Department
- (18) (b) (1) Strike City Health Officer and replace with Chippewa Falls Police Department
- (19) (a) Strike City Health Officer and replace with Chippewa Falls Police Department
- (20) (b) Strike in its entirety and replace with a failure to license penalty. Language to be discussed between Chief Stelter and Attorney Ferg with intent to include a 10-day notice to comply and a fee of \$100 plus applicable court costs for failure to comply
- (21) (a) (1) Strike 2 or more animals and replace with 3 or more animals
- (23) Strike dogs or cats and replace with animals. Strike "unless it is contained on a leash" and replace with controlled under provisions according to this ordinance or containment of capabilities of that type of animal
- (24) Strike in its entirety
- (27) (a) Strike reimbursement of medical costs and replace with all costs
- (28) Strike in its entirety
- (29) (b) Strike reference to Poundmaster and replace with Police Department
- (30) (a) Strike reference to Poundmaster and replace with Police Department
- (30) (b) Eliminate in its entirety (handled by Humane Association as part of contract)
- (30) (c) Eliminate in its entirety (handled by Humane Association as part of contract)
- (30) (d) Chief Stelter discuss language with Attorney Ferg

(30) (e) Eliminate in its entirety (handled by Humane Association as part of contract)

The Committee also wants the ordinance to address large animals such as horses requiring an appropriate City permit to be on City streets and sidewalks.

The recommended changes should be reviewed and made by Attorney Ferg and brought back to the Committee for review. The hope is to have the ordinance in place by October 1, 2013.

No action taken.

7. Adjournment

Motion by Hicks/Lardahl to adjourn at 1:25 pm. All present voting aye, motion carried.

Minutes submitted by:
Mike Hanke, Chair



**CONTRACT FOR
WISCONSIN HAZARDOUS MATERIALS
RESPONSE SYSTEM SERVICES**

JULY 1, 2013 THROUGH JUNE 30, 2015

Between

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

And

**CITY OF EAU CLAIRE, WISCONSIN
CITY OF CHIPPEWA FALLS, WISCONSIN
CITY OF SUPERIOR, WISCONSIN
CITY OF ASHLAND, WISCONSIN
BARRON COUNTY, WISCONSIN
DUNN COUNTY, WISCONSIN
ALSO COLLECTIVELY REFERRED TO AS THE
NORTHWEST WISCONSIN HAZARDOUS MATERIALS TASKFORCE**



DATE: July 17, 2013

**CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS
RESPONSE SYSTEM SERVICES**

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the City of Eau Claire, the City of Chippewa Falls, the City of Superior, the City of Ashland, Barron County, and Dunn County, Wisconsin also collectively referred to as the Northwest Wisconsin Hazardous Materials Taskforce (hereinafter "Contractor") for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town, a hazardous materials response system.

WHEREAS, the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for two years commencing July 1, 2013 through June 30, 2015.

2.0 Definitions

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

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

- Exhibit A Standard Terms and Conditions (Request for Bids/Proposals)
DOA-3054 Form
- Exhibit B Northwest Wisconsin Hazardous Materials Taskforce Budget

- Exhibit C Map of Wisconsin Hazardous Materials Response System
Exhibit D Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

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

Division means the Division of Emergency Management.

Contractor means the City of Eau Claire, the City of Chippewa Falls, the City of Superior, the City of Ashland, Barron County, and Dunn County, Wisconsin also collectively referred to as the Northwest Wisconsin Hazardous Materials Taskforce by which hazardous materials response service or services to Level A releases will be performed under this Agreement. Under §323.70(2), Stats., the Division may only contract with a local agency.

Emergency means a situation which presents an imminent risk to public health, safety and/or the environment.

Hazardous Materials Response System Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under §323.02(11) of the Wisconsin Statutes.

Level B Release means a release that meets the specifications under §323.02(12) of the Wisconsin Statutes.

Local Agency means an agency of a county, city, village, or town, including a municipal fire department.

Responsible Party means any person, as defined in s. 299.01 (10), Stats., or 42 USC 9607(a), who is responsible for the emergency involving a release or potential release of a hazardous substance under s. 323.70 (4) or 323.71 (4), Stats., or a person who is found to have abandoned containers, as defined under s. 292.41 (1), Stats., that are releasing or discharging a hazardous substance to which a response team was called to respond.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered

hazardous materials response Taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

- 3.1 Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally-defined and handled by the authority having jurisdiction.

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

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

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

- 3.2 Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a Regional hazardous Materials Contract with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual-aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8 herein. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then if notice has been provided to the Division, the Contractor may decline a request for hazardous material response system services.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out

Procedure" that will be mutually approved by the parties to this Agreement.

- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division, on a quarterly basis, with a current listing of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements on an electronic spreadsheet developed by the Division. The Division will input Contractor's equipment inventory list including vendor information on the Division's secure E-Sponder® website located at <https://secure.wiesponder.com/>, or equivalent. The quarterly Standardized Equipment Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Standardized Equipment Reports may result in the withholding of quarterly payments under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a biannual basis, with a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure E-Sponder® website located at <https://secure.wiesponder.com/>, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each reporting period. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement.
- 3.12 **Hazardous Materials Assist and Response Quarterly Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data from State Fiscal Year 2007/08 to present. On or before October 15, 2013, Contractor shall provide the Division with an updated listing of all regional hazardous materials assist and response data from July 1, 2007 through June 30, 2013. Further, Contractor shall continue to provide the Division, on a quarterly basis, with a current listing of all hazardous materials assist and response data. The Division will input Contractor's assists and response data on the Division's secure E-Sponder® website located at <https://secure.wiesponder.com/>, or equivalent. The quarterly Hazardous Material

Assist and Response Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Hazardous Material Assist and Response Reports may result in the withholding of quarterly payments under this Agreement.

3.13 Wisconsin Hazardous Material Response System Member Rosters: Under Subsection 4.12 herein, members of the Wisconsin Hazardous Materials Response System are considered state employees for Worker's Compensation purposes. It is paramount that the Division has a current listing of all members in order to assure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely Member Rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by designated Contractor and (2) Team Response Costs. Each of these is discussed more fully below.

4.1 Annual Allocation and Quarterly Payments: As provided under §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2013 and for State Fiscal Years 2013/14 through 2014/15, under this Agreement for its approved Annual Allocation as described in "Exhibit B", attached hereto and incorporated by reference herein. The payments shall be made to Contractor on a quarterly basis. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to covers costs for the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Said Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under §20.465(3)(dd) of the Wisconsin Statutes.

4.2 Annual Allocation Expenditures: It is the intent of the Division that funds allocated under Subsection 4.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, the Division intends that funds allocated under Subsection 4.1 of this Agreement shall not be used by the local agency to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected or attached to Contractor.

4.3 **Team Response Costs and Reimbursement:** Pursuant to §323.70(3) of the Wisconsin Statutes, Contractor shall be reimbursed for reasonable and necessary team response costs incurred in responding to a Level A release under this Agreement. Such team response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically-nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

Pursuant to §323.70(3) Wis. Stats., Contractor shall be reimbursed by the Division for its necessary and reasonable emergency response costs and expenses related to services rendered under this Agreement.

Such reimbursable team response costs shall be limited to amounts collected by the Division pursuant to §323.70(4), Wis. Stats. and, under certain conditions, pursuant to the amounts appropriated under §20.465(3)(dr), Stats. Contractor shall be reimbursed by the Division in accordance with Subsections 4.5 and 4.6 herein.

4.4 **Training Costs:** In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grant" and will be available to Contractor based upon need. The Division makes no representations that funding will be available to all parties.

4.5 **Standard Equipment Purchases and Cache:** It is the intent of the Division to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grant" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

It is the intent of the Division to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

4.6 **Direct Collection of Team Response Costs by Contractor:** In addition to Division reimbursement addressed in Subsections 4.2 herein, Contractor may elect to collect team response costs directly from the Responsible Party(s) and/or seek reimbursement for local agency response pursuant to §323.71 of the Wisconsin Statutes.

4.7 **Where No Responsible Party Can Be Identified or the Responsible Party is Unable to Pay Team Response Costs:** As previously mentioned in Subsection 4.3 and upon the election of Contractor, the Division shall bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the Division agrees to reimburse Contractor's Team response costs from the emergency response supplement created under §20.465(3)(dr), Stats., only if the hazardous materials response team has made a good faith effort to identify the person responsible under §323.70(3), Stats., and that person cannot be identified, or, if that person is identified, the team has received reimbursement from that person to the extent that the person is financially able or has determined that the person does not have adequate money or other resources to reimburse the hazardous material response team. To seek Division reimbursement from the emergency response supplement created under §20.465(3)(dr), Stats., Contractor must comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s) as well as the billing system requirements provided under Subsection 4.9 herein.

4.8 **Minimum Contract Subsidy:** This Agreement shall have a minimum contract Annual Allocation for State Fiscal Years 2013/14 through 2014/15 as described in "Exhibit B" to this Agreement. The Division certifies that sufficient funds are available and authorized within the Division's current appropriation or limitation. The minimum contract Annual Allocation does not, however, include Contractor's team response costs as specified in Subsection 4.3 of this Agreement.

No additional Contractor subsidy or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the Division funds under §323.70(3), the amounts appropriated under §20.465(3)(dr) and subject to further payment as set forth above.

- 4.9 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an estimate of team response costs to the Division within ten (10) working days of the response. If the Contractor seeks Division reimbursement under §323.70(3), or from the emergency response supplement created under §20.465(3)(dr), Wis. Stats., Contractor shall file a Notice of Intent with the Division for response costs within thirty (30) days of the response. The Division will not bill responsible parties or reimburse Contractor from the emergency response supplement created under §20.465(3)(dr), Stats., unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, team administrative costs may be billed as part of the emergency costs.

The Division shall bill identified Responsible Party(s) within thirty (30) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the Responsible Party(s) before payment is made to the Contractor. Thereafter, if the Division successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then applied to the Division's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the Division for payments previously made.

Where there is no identifiable Responsible Party, or if the Responsible party is

unable to pay, the Division agrees to reimburse the Contractor's team response costs from the emergency response supplement created under §20.465(3)(dr), Stats., within thirty (30) days of receipt of Contractor's invoice and complete documentation. Contractor's claim for reimbursement from the emergency response supplement created under §20.465(3)(dr), Stats., shall contain such documentation as is necessary to support the Contractor's good faith effort to identify the Responsible party or to collect response costs from a Responsible Party(s) that is unable to pay. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

- 4.10 **Approval:** Contractor, when acting under this Agreement, may not respond without following the Division-approved "Call Out Procedure". Granting of response approval by the Division of Emergency Management's Duty Officer constitutes the Division's agreement to pay Contractor's team response costs under §323.70(3), Wis. Stats. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.11 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.12 **Worker's Compensation:** A member of the Wisconsin Hazardous Materials Response System who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.70(5) of the Wisconsin Statutes.
- 4.13 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 4.14 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Wisconsin Hazardous Materials Response System shall be agents of the State and protected and defended against tort liability under §323.41, Wis. Stats. For purposes of §895.46(1), Stats., members of the Wisconsin Hazardous Materials Response System shall during authorized operations be considered agents of the State and the State will indemnify Contractor as required under §895.46(1), Stats. For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; hazardous material and local emergency response team:** Under §895.483 Wis. Stats., 1) a hazardous material emergency response team, a member of such a team, and a local agency, as defined in §323.70(1)(b), that contracts with the Division for the provision of a hazardous material response team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.70(2); 2) a local emergency response team, a member of such a team, and the county, city, village or town that contracts to provide the emergency response team to the county, are immune from civil liability for acts or omissions related to carrying out responsibilities pursuant to a designation under §323.61(2m)(e); and, 3) a local emergency planning committee created under §59.07(146)(a)1, Stats., that receives a grant under §323.61 is immune from civil liability for acts and omissions related to carrying out its responsibilities under §323.61.
- 5.3 **Statutory Civil Immunity:** §895.4802 of the Wisconsin Statutes provides that a person is immune from civil liability for good faith acts or omissions related to assistance or advice which the person provides relating to an emergency or a potential emergency regarding either of the following:
- (1) Mitigating or attempting to mitigate the effects of an actual or threatened discharge of a hazardous substance.
 - (2) Preventing or cleaning up or attempting to prevent or clean up an actual or threatened discharge of a hazardous substance.
 - (3) Any hazardous substance predictor or any person who provides the technology to enable hazardous substance predictions to be made is immune from civil liability for his or her good faith acts or omissions in making that prediction or providing that technology.

The good faith of any hazardous substance predictor or any person who provides the technology to make a prediction is presumed in any civil action. Any person who asserts that the acts or omissions under subdivision three (3) above were not made in good faith has the burden of proving that assertion by clear and convincing evidence.

Under §895.4802(3)(c) of the Wisconsin Statutes, statutory civil immunity **does not** extend to acts or omissions which constitute gross negligence, or involves reckless, wanton or intentional misconduct. This is not intended to modify any right or duty under §895.4802, Stats.

Additional terms, definitions and exceptions to this statute are explained in §895.4802 of the Wisconsin Statutes.

Nothing contained herein is intended to limit any immunities and rights of any party available under Wis. Stats. §893.80, which are expressly reserves to the parties.

- 5.4 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, subcontractors, its officers, agents, or employees.

6.0 Insurance Provisions

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

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

- 6.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 6.1.

Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

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

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

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the hazardous materials response system, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

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

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

- 7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Team Personnel Removal:** In the event that an individual hazardous materials system member is substantiated to have been negligent or unresponsive to the contractual requirements, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the hazardous material response system. A request by the Division to dismiss an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the system and/or fire department management in regard to employee discipline shall be at the sole discretion of the system and/or fire department management.
- 7.7 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the system and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.8 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering thirty (30) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within sixty (60) days of said termination all payments made hereunder by the Division to the Contractor for work not completed or not accepted by the Division.

Contractor may terminate this Agreement **at will** by delivering ninety (90) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within sixty (60) days of said termination all payments made hereunder by the Division for its Annual Allocation, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

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

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

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.9 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

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

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

Agreement.

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

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

Copies of such written reports shall also be sent to:

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

- 7.18 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.19 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and, Contractor.
- 7.20 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.21 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 7.22 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor, shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.23 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.24 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement and its Exhibits, it is agreed

between the parties that the language in this extended Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this 23rd day of July, 2013



Brian M. Satula, Division Administrator

**On Behalf of the City of Chippewa Falls
A Municipal Corporation**

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: Gregory S. Hoffman

Title: Mayor

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: Bridget Givens

Title: City Clerk

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: Lynne Bauer

Title: Treasurer

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls Fire Department

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: Thomas K. Larson

Title: Fire Chief

Address: 211 Bay Street

City/State: Chippewa Falls, WI Zip: 54729

Approved as to form:

Dated this ____ day of _____, 2013

Signature: _____

Printed Name: Robert A. Ferg

Title: City Attorney

Address:

City/State: Chippewa Falls, WI Zip: 54729

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

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

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

EXHIBIT B

NORTHWEST WISCONSIN HAZARDOUS MATERIALS TASKFORCE WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM

BUDGET

LOCAL AGENCY MEMBERS:

CITIES OF EAU CLAIRE AND CHIPPEWA FALLS, WISCONSIN
CITIES OF SUPERIOR AND ASHLAND, WISCONSIN
BARRON COUNTY, WISCONSIN
DUNN COUNTY, WISCONSIN

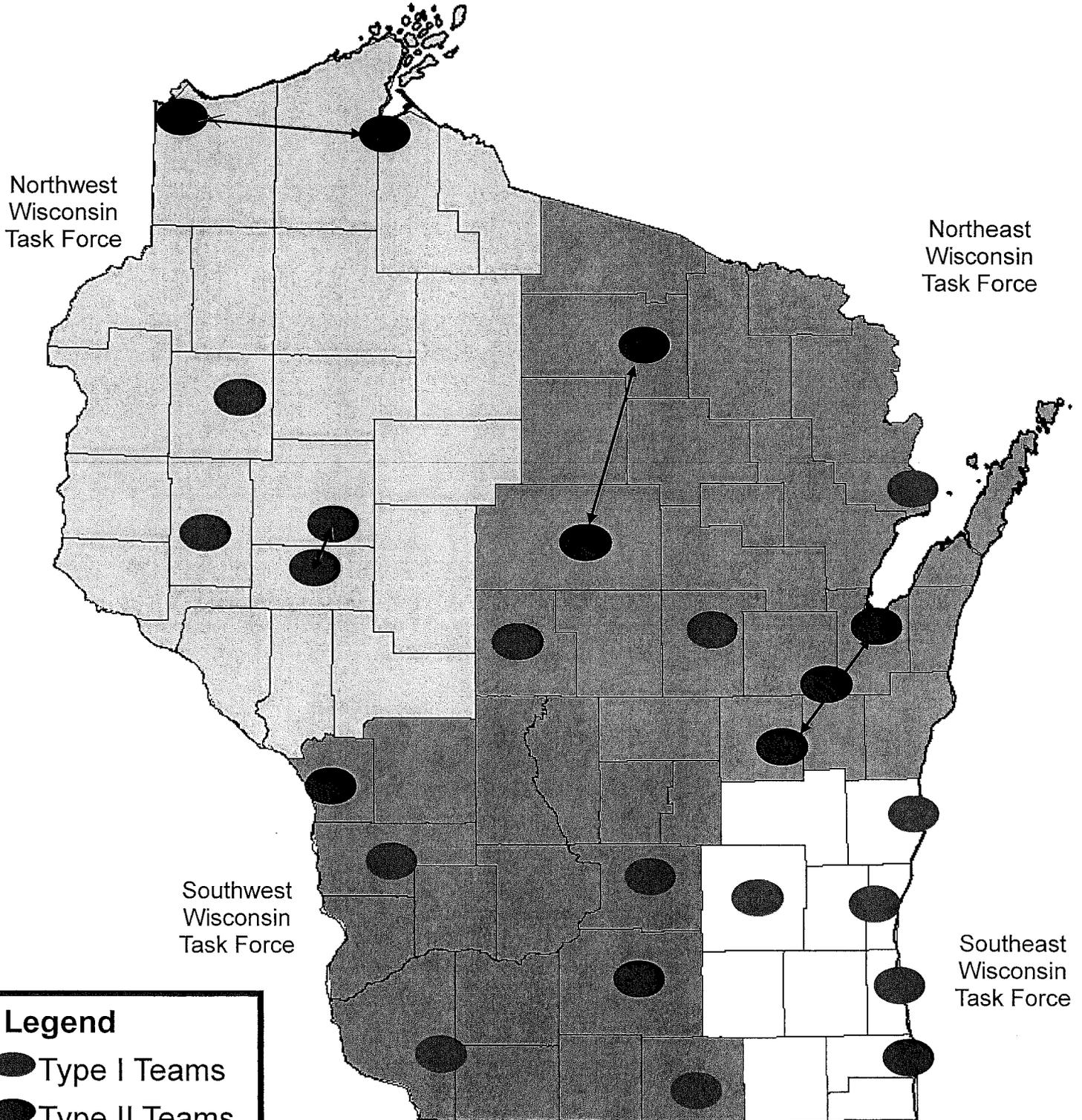
TEAM NAME	TEAM TYPE	BUDGET 7/1/13 – 6/30/14	BUDGET 7/1/14 – 6/30/15
CITIES OF EAU CLAIRE AND CHIPPEWA FALLS	TYPE I	\$113,948.88	\$113,948.88
CITIES OF SUPERIOR AND ASHLAND	TYPE II	\$92,882.58	\$92,882.58
BARRON COUNTY	TYPE III	\$15,549.46	\$15,549.46
DUNN COUNTY	TYPE III	\$15,549.46	\$15,549.46

NOTE: CHECKS WILL BE MADE PAYABLE TO EACH LOCAL AGENCY
NOTED ABOVE ON A QUARTERLY BASIS.



EXHIBIT C

Wisconsin Hazardous Materials Response System



Northwest Wisconsin Task Force

Northeast Wisconsin Task Force

Southwest Wisconsin Task Force

Southeast Wisconsin Task Force

Legend

- Type I Teams
- Type II Teams
- Type III Teams

CITY SERVICES REQUEST FORM

ENTITY NAME:	REPRESENTATIVE NAME:
ENTITY ADDRESS:	ENTITY PHONE NUMBER:
DESCRIPTION OF PROJECT REQUESTED:	
JUSTIFICATION AS TO WHY THIS PROJECT SHOULD BE CONSIDERED:	
ESTIMATED COST OF PROJECT AS REVIEWED BY APPROPRIATE DEPARTMENT HEAD:	
DATE OF DEPT. HEAD APPROVAL/DISAPPROVAL: (CIRCLE ONE)	DEPT. HEAD SIGNATURE:
DATE OF COMMITTEE APPROVAL/DISAPPROVAL: (CIRCLE ONE)	DATE OF COUNCIL APPROVAL/DISAPPROVAL: (CIRCLE ONE)

*Chippewa Falls Area Senior Center
1000 East Grand Avenue
Chippewa Falls, WI 54729*

August 19, 2013

Chippewa Falls City Council
30 West Central Street
Chippewa Falls, WI 54729

Dear Council:

Regarding: Senior Center Parking Lot

Please accept this letter as a formal request for the City of Chippewa Falls services to include our sweeping and striping of our Chippewa Falls Senior Center parking lot.

We respectfully request this service with the hopes of continuing to provide a safe polling place for the constituents of our First and Fifth Wards.

The Senior Center has never made a request of this type to the City, however due to the number of elections just this past year, we realized the importance of keeping everyone safe including handicap individuals, and adequate parking while maintaining our business activities without any aggravation to anyone.

We truly hope you will assist us with this request and ask the City Council for their approval before the winter months of 2013.

Sincerely,


Angie Walker, Director
Chippewa Falls Area Senior Center
1000 East Grand Avenue
Chippewa Falls, WI 54729
(715) 720-1666

(5) STREET USE PERMIT

(a) City streets are primarily for use of the public. However, under proper circumstances, the City Council may grant a permit for street use for community-wide events, subject to City regulation and control. The intent of this subsection is to provide for street use for community-wide events and not private or block parties.

(b) A written application for a street use permit by persons, groups or organizations desiring the same shall be made on a form provided by the City Clerk and shall be filed with the City Clerk 45 days in advance of the date of the proposed event. The application shall set forth the following information:

1. The name, address and telephone number of the applicant.
2. If the proposed street use is to be conducted for, on behalf of, or by a group or organization, the name, address and telephone number of the headquarters of the group or organization and of the responsible head of such group or organization.
3. The name, address and telephone number of the person or persons who will be responsible for conducting the proposed use of the street.
4. The date and length of time for which the requested use of the street is to occur.
5. An accurate description of the portion of the street or streets being requested to use.
6. The use, described in detail, for which the street use permit is requested.
7. A statement detailing any request for services for the event by the Chippewa Falls Street Department or other City staff members. Any such request for services shall be forwarded to the Chippewa Falls Board of Public Works for review and recommendation to the City Council.

(c) Upon receipt of a street use permit application, the City Clerk shall immediately forward copies of the application to the Chief of Police and Street Superintendent who shall make a recommendation thereon to the City Council and when applicable under (b) 7. to the Board of Public Works.

(d) The person or representative of the group or organization applying for the permit shall be present when the Board of Public Works and/or City Council discusses the request for City staff services and/or the requested street use permit. Failure to appear is grounds for denial of the request for services and/or the street use permit.

(e) The City Council may establish conditions as it deems necessary for the public safety and protection upon the granting of any street use permit. The City Council may also require monetary reimbursement or a monetary contribution to any expenses for

use of City staff time. The City Council may also establish any other conditions which it deems appropriate.

(f) A street use permit for an event in progress may be terminated by the City Police Department if the health, safety or welfare of the public appears to be endangered by activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the City Council.

(g) Notwithstanding the above procedures, the Mayor is authorized, but not required, as an alternative to the above procedure, to issue a street use permit which is applied for later than 45 days in advance of the proposed event, under the following conditions:

1. The purpose of the event is within subsection (5)(a); and
2. A complete application under subsection (5)(b) is filed (notwithstanding the 45 day limit); and
3. The recommendations under subsection (5)(c) are made to the Mayor; and
4. The person or representative of the group or organization applying shall be present, in person, to discuss with the Mayor the requested street use permit before any permit is issued under this subsection; and
5. The Mayor may establish conditions consistent with subsection (5)(e); and
6. The provisions of subsection (5)(f) continue to apply; and
7. The applicant includes a written statement with the application which satisfies the Mayor that the permit should be granted without the normal 45 day time limit and Council approval due to:
 - a. Excusable neglect for not applying prior to 45 days before the event and,
 - b. The public interest is served by allowing the permit to be granted without compliance with the 45 day requirement.
8. The Mayor or designee shall make reasonable efforts to notify all Council members of the application for a permit under this subsection and the grant or denial of the permit.

12.11 ANIMAL CARE AND LICENSES.

(1) **DEFINITIONS.** In this ordinance, unless the context or subject matter requires otherwise, the following definitions shall be applicable:

- (a) *Animal* means any live, vertebrate creature, domestic or wild, or any reptile.
- (b) *Bodily Harm* means bodily injury including, but not limited to, a laceration requiring stitches, any fracture of a bone, a concussion, a loss or fracture of a tooth or any temporary loss of consciousness, sight or hearing.
- (c) *Caretaker* means any person who, in the absence of the owner, temporarily harbors, shelters, keeps or is in charge of a dog, cat or any other domesticated bird or animal.
- (d) *Dangerous Animal* means any of the following:
 - (1) Any animal which, when unprovoked, inflicts bodily harm on a person, domestic pet or animal on public or private property.
 - (2) Any animal which repeatedly chases or approaches persons in a menacing fashion or apparent attitude of attack, without provocation, upon the streets, sidewalks or any public grounds or on private property of another without the permission of the owner or person in lawful control of the property.
 - (3) Any animal with a known propensity, tendency or disposition to attack, to cause injury to, or otherwise threaten the safety of humans or other domestic pets or animals.
- (e) *Domestic Animal* means any animal which normally can be considered tame and converted to home life.
- (f) *Owner* means any individual that has the right of property in an animal or who keeps, harbors, cares for, acts as its custodian or who knowingly permits an animal to remain on or about his premises/property for ten (10) or more consecutive days.
- (g) *Prohibited Dangerous Animal* means any of the following:
 - (1) Any animal that is determined to be a prohibited dangerous animal under this ordinance.
 - (2) Any animal that, while off the owner or caretaker's property, has killed a domesticated animal without provocation.
 - (3) Any animal that, without provocation, inflicts serious bodily harm on a person on public or private property.

- (4) Any animal brought from another city, village, town or county that has been declared dangerous or vicious by that jurisdiction.
- (5) Any dog that is subject to being destroyed under s. 174.02(3), Wis. Stats.
- (6) Any dog trained, owned or harbored for the purpose of dog fighting.

(h) *Serious Bodily Harm* means bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.

(i) *Enforcement Officer* includes any City of Chippewa Falls police officer and any other person(s) designated by the Chippewa Falls Common Council.

(2) PROCEDURE FOR DECLARING AN ANIMAL DANGEROUS.

(a) Upon conducting an investigation the Enforcement Officer may issue an order declaring an animal to be a dangerous animal. Whenever an owner or caretaker wishes to contest an order, he or she shall, within seventy-two (72) hours after receipt of the order, deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the Agenda for a special meeting of the Zoning Board of Appeals. The Zoning Board of Appeals shall act as a quasi-judicial body allowing the animal's owner or caretaker an opportunity to present evidence as to why the animal should not be declared dangerous.

(b) After the special meeting, the owner or caretaker shall be notified in writing of the Zoning Board of Appeals determination. If the Zoning Board of Appeals upholds the determination that the animal is dangerous, the owner or caretaker shall comply with the requirements of Sec. 3. If the owner or caretaker further contests the determination, he or she may, within five (5) days of receiving the Zoning Board of Appeals decision, seek review of the decision by the City Council.

(c) Upon an animal being declared dangerous, the owner or caretaker shall immediately comply with leashing, muzzling and confinement requirements of Sec. 3 with all other requirements in that Section being satisfied within thirty (30) days of the dangerous declaration or reaffirmation thereof, or within such time as established by the City Council upon review by the City Council.

(3) HARBORING DANGEROUS ANIMALS.

(a) *Dangerous Animals Regulated.*

- (1) No person may harbor or keep a dangerous animal within the City unless all provisions of this section are complied with. Any animal that is determined to be a prohibited dangerous animal under this section shall not be kept or harbored in the City.
- (2) The issuance of a citation for a violation of this section need not be predicated on a determination that an animal is a dangerous animal.

(b) *Registration.* The owner of any animal declared dangerous, shall register it with the Enforcement Officer upon disposition, and annually thereafter on or before April 1 of each year, by providing a current color photograph of the animal and payment of a three-hundred seventy-five (\$375.00) registration fee.

(c) *Leash and Muzzle.*

- (1) No owner or caretaker, harboring or having the care of a dangerous animal may permit such an animal to go outside its dwelling, kennel or pen unless the animal is securely restrained with a leash no longer than four (4) feet in length.
- (2) No person may permit a dangerous animal to be kept on a chain, rope or other type of leash outside its dwelling, kennel or pen unless a person who is sixteen (16) years of age or older, competent to govern the animal and capable of physically controlling and restraining the animal, is in physical control of the leash.
- (3) A dangerous animal may be securely leashed or chained to an immovable object, with the owner or caretaker being in the physical presence of the animal at all times when it is so leashed or chained.
- (4) A dangerous animal outside of the animal's dwelling, kennel or pen shall be muzzled in a humane way by a muzzling device sufficient to prevent the animal from biting persons or other animals.

(d) *Confinement.*

- (1) Except when leashed and muzzled, all dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel that is located on the premises of the owner or caretaker and constructed in a manner that does not allow the animal to exit the pen or kennel on its own volition.
- (2) When constructed in a yard, the pen or kennel shall, at minimum, be constructed to conform to the requirements of this paragraph. The pen or kennel shall be child-proof from the outside and animal-proof from the inside. A strong metal double fence with adequate space between fences at

least two (2) feet shall be provided so that a child cannot reach into the animal enclosure. The pen, kennel or structure shall have secure sides and a secure top attached to all sides. A structure used to confine a dangerous animal shall be locked with a key or combination lock when the animal is within the structure. The structure shall either have a secure bottom or floor attached to the sides of the pen or the sides of the pen shall be embedded in the ground no less than two (2) feet. All structures erected to house dangerous animals shall comply with all City zoning and building regulations. All structures shall be adequately lighted and ventilated and kept in a clean and sanitary condition.

- (3) No dangerous animal may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the animal to exit the building on its own volition. No dangerous animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.
- (e) *Signs.* The owner or caretaker of a dangerous animal shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of not less than two (2) inches high warning that there is a dangerous animal on the property. A similar sign is required to be posted on the kennel or pen of the animal. In addition, the owner or caretaker shall conspicuously display a sign with a symbol warning children of the presence of a dangerous animal.
- (f) *Spay and Neuter Requirement.* Within thirty (30) days after an animal has been designated dangerous, the owner or caretaker of the animal shall provide written proof from a licensed veterinarian that the animal has been spayed or neutered.
- (g) *Liability Insurance.* The owner or caretaker of a dangerous animal shall present to the Enforcement Officer a certificate of insurance that the owner or caretaker has procured liability insurance in an amount not less than \$1,000,000.00 for any personal injuries inflicted by the dangerous animal. Whenever such policy is cancelled or not renewed, the insurer and animal's owner or caretaker shall notify the Enforcement Officer of such cancellation or non renewal in writing by certified mail.
- (h) *Waiver by Enforcement Officer.* Upon request, by the owner or caretaker, the Enforcement Officer may waive any requirement specified in subsections (a) through (g) that is deemed inappropriate for a particular animal.
- (i) *Notification.* The owner or caretaker shall notify the Enforcement Officer within twenty-four (24) hours if a dangerous animal is at large, is unconfined, has attacked another animal or has attacked a human being or has died.
- (j) *Sale or Transfer of Possession.* No person may sell or transfer possession of a dangerous animal to another person without first notifying the person to whom the

dangerous animal is being sold or transferred of the fact that such animal is a dangerous animal and of any requirements imposed upon the selling or transferring by this ordinance. No person may sell or transfer possession of a dangerous animal to another person, agency, organization or the like without first notifying the Enforcement Officer in writing, at least three (3) days in advance of the sale or transfer of possession with the name, address and telephone number of the new owner of the dangerous animal. If the dangerous animal is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the Enforcement Officer that he or she has notified the Police Department, or other law enforcement agency of the animal's new residence, including the name, address and telephone number of the new owner of the dangerous animal.

- (k) *Euthanasia*. If the owner or caretaker of an animal that has been designated a dangerous animal is unwilling or unable to comply with the regulations for keeping the animal in accordance with this section, he or she may have the animal humanely euthanized by an animal shelter, the humane society or a licensed veterinarian.
 - (l) *Notification to Landlord*. If the owner or caretaker has a landlord, then in such event, the owner or caretaker shall, within five (5) days, cause a letter to be sent to the landlord notifying the landlord that he or she is the owner or caretaker of a dangerous animal at the premises owned by the landlord and shall provide a copy of the letter and proof of mailing to the Enforcement Officer.
 - (m) *Waiver*. The Enforcement Officer may waive the provisions of subsections (b) to (g) for a law enforcement or military animal upon presentation by the animal's owner or handler of satisfactory arrangement for safe keeping of the animal.
- (4) CERTAIN ANIMALS NOT TO BE DECLARED DANGEROUS. Notwithstanding the definition of a dangerous animal above:
- (a) No animal may be declared dangerous if death, injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a trespass on the land or criminal trespass on the dwelling upon premises occupied by the owner of the animal; was teasing, tormenting, abusing or assaulting the animal; or was committing or attempting to commit a crime or violating or attempting to violate an ordinance which protects persons or property.
 - (b) No animal may be declared dangerous if death, injury or damage was sustained by a domestic animal which, at the time such was sustained, was teasing, tormenting, abusing or assaulting the animal.
 - (c) No animal may be declared dangerous if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

(d) No animal may be declared dangerous for acts committed by the animal while being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(5) PROHIBITED DANGEROUS ANIMALS.

(a) No person may bring into or keep in the City an animal that is a prohibited dangerous animal under this section.

(b) *Determination of a prohibited dangerous animal:*

- (1) The Enforcement Officer may determine an animal to be prohibited dangerous animal whenever the Enforcement Officer finds that an animal meets the definition of prohibited dangerous animal or is a dangerous animal in non-compliance with any of the provisions of Section 3.
- (2) Upon finding an animal meets the definition of a prohibited dangerous animal, the Enforcement Officer may issue an order declaring an animal to be a prohibited dangerous animal. Whenever an owner or caretaker wishes to contest an order, he or she shall, within seventy-two (72) hours after receipt of the order, deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the Agenda for the Zoning Board of Appeals to be reviewed at a special meeting. The Zoning Board of Appeals shall act as a quasi-judicial body allowing the animal's owner or caretaker an opportunity to present evidence as to why the animal should not be declared a prohibited dangerous animal.
- (3) Pending the outcome of the hearing, the animal may be confined, subject to Sec. 173.21, Wis. Stats., or held at a location outside the limits of the City.
- (4) After the hearing, the owner or caretaker shall be notified in writing of the Board's determination. If a determination is made that the animal is a prohibited dangerous animal, the owner or caretaker shall comply with subsection (a) within five (5) days after the date of determination. If the owner or caretaker further contests the determination, he or she may, within five (5) days of receiving the Board's decision, seek review of the decision by the City Council.

(6) PENALTY.

(a) Any person not complying with subsections (1) through (5), inclusive, set for above, shall be subject to a forfeiture of \$400.00 plus applicable court costs and fees.

(7) FURTHER DEFINITIONS.

- (a) *Cruel* means causing unnecessary and excessive pain or suffering or unjustifiable injury or death.
- (b) *Kennel* means any establishment wherein or whereon dogs or cats are kept for the purpose of breeding, selling, buying or boarding.
- (1) *Commercial kennel* means a premises where 4 or more animals over the age of 6 months are kept for the primary purpose of commercial breeding, boarding, or selling of animals. A commercial kennel does not include animal hospitals, clinics, and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.
- (2) *Non-commercial kennel* means any premises where 2 or more animals over the age of 6 months are kept but not for the primary purpose of commercial breeding, boarding, or selling of animals.
- (8) CONSTRUCTION AND APPLICATION. This section shall not be interpreted to cover any law regulating animal trapping, the use of live animals in dog trials or in the training of hunting dogs.
- (9) MISTREATING ANIMALS. No person may treat any animal, whether belonging to himself or another, in a cruel manner. This subsection does not prohibit bona fide experiments carried on for scientific research or normal and accepted veterinary practices.
- (10) TAKING WITHOUT OWNER'S CONSENT. No person may take a dog or cat from one place to another without the owner's consent or cause such dog or cat to be confined or carried out of this State or held for any purpose without the owner's consent, except when such animal is taken by a law.
- (11) TRANSPORTATION OF ANIMALS. No person may transport any animal in or upon any vehicle in a cruel manner.
- (12) USE OF POISONOUS AND CONTROLLED SUBSTANCES. No person may expose any domestic animal owned by another to any known poisonous substance or controlled substance listed in §161.14, Wis. Stats., whether mixed with meat or other food or not, so that the substance is liable to be eaten by the animal and for the purpose of harming the animal. This subsection does not apply to poison used on one's own premises and designed for rodent or pest extermination, nor to the use of a controlled substance in bona fide experiments carried on for scientific research or in accepted veterinary practices.
- (13) PROPER FOOD AND DRINK TO CONFINED ANIMALS. No person owning or responsible for confining or impounding any animal shall refuse or neglect to supply the animal with sufficient food and water as prescribed in this subsection.

- (a) *Food*. The food shall be of sufficient quantity and nutritive value to maintain the animal in good health.
- (b) *Water*. If potable water is not accessible to the animal at all times, it shall be provided daily and in sufficient quantity for the health of the animal.

(14) **PROPER SHELTER**. No person owning or responsible for confining or impounding any animal shall fail to provide the animal with proper shelter as prescribed in this subsection. In the case of farm animals, nothing in this subsection shall be construed to impose shelter requirements or standards more stringent than normally accepted husbandry practices.

(a) *Indoor Standards*. Minimum indoor standards of shelter shall include:

- (1) Ambient temperatures which shall be compatible with the health of the animal.
- (2) Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animals at all times.

(b) *Outdoor Standards*. Minimum outdoor standards of shelter shall include:

- (1) Shelter from sunlight. When sunlight is likely to cause heat exhaustion of an animal tied or confined, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.
- (2) Shelter from inclement weather.
 - (a) *Animals Generally*. Natural or artificial shelter appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.
 - (b) *Dogs*. If a dog is tied or confined unattended outdoors, a moisture proof and windproof shelter of suitable size to accommodate the dog shall be provided.

(c) *Space Standards*. Minimum space requirements for both indoor and outdoor enclosures shall include:

- (1) *Structural Strength*. The housing facilities shall be structurally sound and maintained in good repair to protect the animals from injury and to contain the animals.
- (2) *Space Requirements*. Enclosures shall be constructed and maintained to provide sufficient space to allow each animal adequate freedom of

movement. Inadequate space may be indicated by evidence of debility, stress or abnormal behavior patterns.

- (d) *Sanitation Standards.* Minimum standards of sanitation for both indoor and outdoor enclosures shall include periodic cleaning to remove excreta and other waste materials, dirt and trash to minimize health hazards.

(15) ABANDONMENT. No person may abandon any animal.

- (a) *Animal Control Agency.* Any law enforcement officer may remove, shelter and care for any animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such an animal to the animal control agency as set forth in sub. (30) or such other designated person to be sheltered, cared for and given medical attention, if necessary. In all cases the owner, if known, shall be immediately notified and such officer or animal control agency, or such other designated person having possession of the animal, shall have a lien thereon for its care, keeping and medical attention and the expense of notice.
- (b) *Treated as Stray.* If the owner or custodian is unknown and cannot with reasonable effort be ascertained or does not redeem the animal by paying the expenses incurred, the animal may be treated as a stray.

(16) VACCINATION.

- (a) *Rabies Control.* Every owner of a dog or cat 4 months of age shall have his animal inoculated with an antirabies vaccine by a licensed veterinarian. The tag received shall be firmly attached to the collar of the animal.
- (b) *Exceptions.* No dog or cat shall require the vaccination if a licensed veterinarian has examined the animal and certified that at such time vaccination would endanger its health because of age, infirmity, debility, illness or other medical consideration. Such exempt animal shall be vaccinated as soon as health permits.

(17) REVACCINATION.

- (a) *Dogs.* Every owner of a dog shall have his dog revaccinated within one year of the initial vaccination and thereafter within every 3 years.
- (b) *Cats.* Every owner of a cat shall have his cat revaccinated annually after the initial vaccination.

(18) BITES BY DOMESTIC ANIMALS.

- (a) *Report.* Any person bitten or scratched by any animal shall report the fact within 12 hours to the City Health Officer and/or a physician.

(b) *Quarantine.* A healthy domestic dog or cat that bites a person shall be captured, confined and observed for 10 days by a veterinarian or at the animal shelter at the expense of the owner, or if the owner can provide evidence of a valid rabies vaccination, such animal can be confined and observed at the home of the owner.

(1) After such quarantine period, animals that have not previously been vaccinated must be vaccinated and proof sent to the City Health Officer within 72 hours of release.

(2) A domestic animal that has been exposed to rabies shall be held in quarantine for 6 months.

(3) A domestic animal that has been vaccinated, but is exposed to rabies, shall be quarantined for 60 days.

(19) BITES BY WILD ANIMALS.

(a) Any person bitten or scratched by any wild animal shall report the fact within 12 hours to the City Health Officer or the attending physician.

(b) Any wild animal that bites or scratches a person shall be killed at once (without unnecessary damage to the head) and the brain examined for evidence of rabies.

(20) LICENSES.

(a) *Fees.* Every owner of a dog or cat more than 5 months of age on March 1 of any year or 5 months of age within the license year shall annually or within 30 days from the date such dog or cat becomes 5 months of age, at the time and in the manner provided by law for the payment of property taxes, pay his dog or cat license tax and obtain a license therefore. The license fees shall be as provided in §12.01 and/or §25.15 of this Municipal Code.

(b) *Penalty.* If application is made after April 1, a penalty of \$15.00 shall be added to the license fee. The penalty provided hereunder for dogs and cats shall be paid to the City Treasurer.

(21) KENNELS.

(a) *License Required.*

(1) Any person with 2 or more animals over the age of 6 months shall obtain either a commercial or a non-commercial kennel license.

(2) Subject to the licensing and fee requirements of §12.01 and/or §25.15, any person wishing to operate or maintain a commercial kennel or a non-

commercial kennel must apply for a kennel permit with the City Clerk and pay a one time required fee of \$25.00. Council approval is required for all kennel permits, and the police department shall provide a written recommendation to the Council for their consideration. Each kennel permit shall be posted conspicuously on the kennel premises.

(b) *Application.* The application for kennel permits shall state the name and address of the owner of the proposed kennel, the location and where the kennel is to be kept, and the number of animals proposed to be kept.

(c) *Kennel Construction and Operation.* These provisions apply to commercial kennels and non-commercial kennels. The regulations for animal shelter standards as set out in sub. (14) also apply to commercial kennels and non-commercial kennels.

(1) No permit shall be granted to any owner for the operation of an outdoor kennel unless the area within which the animals are to sleep, eat or exercise shall be enclosed completely with a wire mesh fence with appropriate height and strength to insure the confinement of said animals.

(2) Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage and animal waste shall be removed at regular intervals so as to keep the surrounding area free from obnoxious odors. No owner of the kennel shall permit any of the animals to create an unusual noise from barking, howling, or create any disturbance or nuisance of any kind which unduly impairs the quiet and peaceful enjoyment of the surrounding area by other residents.

(d) *Inspection.* All kennels are subject to inspection by the Animal Control Officer at reasonable hours upon request. All kennels must comply with all building and zoning codes.

(e) *Revocation.* The City Council may revoke any kennel permit for violation of this section after reasonable notice and opportunity to be heard is given to the permit holder.

(22) STATE REGULATIONS. The provisions of Ch. 174, Wis. Stats., pertaining to licensing of dogs are made as part of this section by reference thereto, except where the amount of such license fee is increased herein.

(23) DOGS AND CATS NOT TO RUN AT LARGE. No person shall own, keep or harbor a dog or cat which runs at large within the limits of the City. Under the provisions of this subsection, a dog or cat shall be considered as running at large when it is not on the premises of its owner, unless it is on a leash.

(24) FEMALE ANIMALS IN SEASON. Any female dog or cat in season shall be kept in a building or secure kennel enclosure, veterinary hospital or boarding kennel during the duration of such season.

(25) EXERCISING ANIMALS.

(a) No person shall exercise or walk a dog on a leash more than 6 feet in length.

(b) No person as an owner or caretaker shall allow or permit any animal to defecate upon property not owned by him or her without the property owner's express, not implied, consent. No person as an owner or caretaker shall allow or permit any animal to defecate upon any public property, which shall include streets, sidewalks, boulevards, any City right-of-way areas, any City easement areas, park properties, or any City owned property, without immediately removing the feces and other excreta in a sanitary manner.

(26) HOWLING. No person shall own, keep, have in his possession or harbor any animal within the City which, by frequent or habitual howling, yelping or barking, causes a serious disturbance to persons or a neighborhood, provided this subsection shall not apply to licensed animal hospitals conducted for the treatment of small animals or to the premises used and occupied by the City for impounding animals.

(27) INJURED ANIMALS.

(a) *Medical Attention.* No person who owns, harbors or keeps any animal shall fail to provide proper medical attention to such animal when such animal becomes injured. If the owner of such injured animal cannot be located, the City, or any animal control agency with whom the City has an agreement or contract, shall have the authority to acquire such animal for the purpose of providing medical treatment and the owner thereof shall be responsible for reimbursement of medical costs.

(b) *Accidents.* The operator of any vehicle involved in an accident resulting in injury to or death of any domestic animal shall stop such vehicle at the scene of the accident, or as close thereto as possible, and, if possible, remove the animal to the side of the roadway and notify the City Police Department or the City's contracted animal control agency.

(28) POUNDMASTER; POWERS AND DUTIES. The Poundmaster shall have the powers and duties conferred upon constables and police officers by Ch. 174, Wis. Stats. The Police Department shall give him such assistance in capturing dogs, cats or other domestic animals as may be required. He shall also enforce the provisions of this section.

(29) RABID ANIMALS.

- (a) *Report Of.* Any person who suspects that any dog, cat or other domestic animal in the City is infected with rabies shall report his suspicion to the Police Department, describing the dog, cat or other domestic animal and giving the name of the owner, if known. Any person who observes that a dog, cat or other domestic animal has bitten any person shall give a similar report to the Police Department.
- (b) *Confinement.* The Police Department or the Poundmaster shall investigate such reports and if there is a reasonable possibility that the dog, cat or other domestic animal is infected with rabies or has bitten a person, the Police Department or Poundmaster shall capture the dog, cat or other domestic animal and confine it in the place provided by the City as the City Pound or in a place deemed proper by the Police Department or the Poundmaster to observe such dog, cat or domestic animal for such period as a veterinarian deems necessary to determine if the animal is infected with rabies.
- (c) *Disposal.* If upon examination it is found that the dog, cat or domestic animal is infected with rabies, it shall be disposed of in a humane manner.

(30) IMPOUNDING OF DOGS, CATS OR OTHER DOMESTIC ANIMALS.

- (a) Any unlicensed dog, cat or domestic animal running at large shall be impounded at the place provided by the City as the City Pound by the Poundmaster or by a police officer.
- (b) *Care of Dogs, Cats or Other Domestic Animals.* All dogs, cats or other domestic animals impounded under this subsection shall be cared for and fed by the Poundmaster or by a person so designated by the Council.
- (c) *Notice to Owner.* As soon as a practicable after a dog, cat or other domestic animal is impounded, the Police Department or such other person designated by the Council, shall cause notice to be published in the official newspaper of the City that such dog, cat or domestic animal is impounded.
- (d) *Redeeming Impounded Dogs, Cats or Other Domestic Animals.* An impounded dog, cat or other domestic animal may be redeemed by paying \$10.00, together with \$1.50 per day or fraction thereof for each day the dog, cat or other domestic animal has been impounded. Such charges shall be paid to the Police Department of the City, who shall issue a receipt therefore. Showing such receipt to the Poundmaster or veterinarian will authorize the release of such dog, cat or other domestic animal.
- (e) *Disposing of Impounded Dogs, Cats or Other Domestic Animals.* If an impounded dog, cat or other domestic animal is not redeemed within 7 days, such dog, cat or other domestic animal may be disposed of in a proper and humane manner or it may be sold or given away to any person who would be a proper owner. In the case of a sale of a dog, cat or other domestic animal, such payment shall be made to the Police Department who shall issue a receipt therefore to the new owner and may then secure

the release of such dog, cat or other domestic animal from the Poundmaster or veterinarian upon showing such receipt.

(31) **LIABILITY.** The City and/or its designated agents shall not be liable to any person for the death, destruction, injury or disease caused to any animal that has been impounded pursuant to this section.

Animal/Dangerous Animal Ordinance

12.11(g)(5)

Strike "Dog" and replace with animal.

12.11(g)(6)

Strike "Dog" and replace with animal.

12.11(3)(a)(2)

The issuance of a citation for a violation of this section need not be predicated on a determination that an animal is a dangerous animal.

Strike all, why would someone receive a citation for a dangerous animal if the animal wasn't previously determined to be dangerous?

12.11(g) Page 4

Strike Owner/caretaker twice and replace with property owner.

12.11(i) Page 4

Strike 24 hours and replace with 8 hours.

12.11(b)(2) Page 7

Strike 2 or more animals and change to 3 types of animals but not breeds.

12.11(16)(a) Page 9

Strike dog or cat and replace with any animal biologically able to be inoculated

12.11(16)(b) Page 9

Strike dog or cat and replace with animal that is biologically able to receive the vaccination

12.11(16) Page 9

Add 12.11(16)(c) any other animals requiring revaccinations will do so according to local, state, and federal guidelines for that type of animal.

12.11(21)(a)(1) Page 10

Strike 2 or more animals and replace with to 3 types of animals but not breeds.

12.11(23) Page 11

Strike dogs or cats and replace with animals. Strike “unless it is contained on a leash” and replace with controlled under provisions according to this ordinance or containment of capabilities of that type of animal.

12.11(24) Page 12

Strike Completely

12.11(27)(a) Page 12

Strike reimbursement of medical cost and replace with reimbursement of all cost.

12.11(30)(d) Page 13

I do not believe that the specified rates are sufficient. Fees should also go to the location of where the animal has been kenneled.

12.11(30)(e) Page 13

Change payment to Police Department to the location of where the animal has been kenneled.

*Add language to address large animals on sidewalks and other public areas.

****Proposed changes submitted by Michael Hanke, Committee 3 Chair, City of Chippewa Falls.***

- 12.11(g)(5) - Can't change it because s.174.02(3), Wis. Stats. is specific to dogs.
- 12.11(3)(a)(2) - That needs to stay in because it means that you do not have to have the hearing process 1st. For instance, you can violate (1)(g)(2) & (3) and you do not need a prior determination to be cited.
- 12.11(3)(g) - Under case law 2 separate classes have developed. There are owners and then there are those who try to escape responsibility by saying they are just caretakers of someone else's animal. So both are covered as having to provide the insurance. The property owner is not involved. It is the owner or caretaker of the dangerous animal.
- 12.11(7)(b)(2) - If it were to say 3 types of animals, then there is no limit on the number. You could have 200 dogs, 300 cats, and 500 gerbils.
- 12.11(21)(a)(1) - Same problem if it is types of animals without any limit to the number.
- 12.11(30)(d) & (e) - The fees come to the City because State Statutes separately make us liable for impoundment charges.
- 12.11(24) - I am going to delete but I will use this section to adopt sec. 174.02(2) of the State Statutes which allows for penalties if a dog inflicts injury even at it home premises.