

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of:

Committee #3 **Transportation, Construction, Public Safety and Traffic**

Will be held on Tuesday, May 21, 2019, at 5:15 pm, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Items of business to be discussed or acted upon at this meeting are shown on the agenda below:

1. Discuss concerns with traffic on Rutledge Street. Possible recommendations to the Council.
2. Discuss Sidewalk Use Permit Application from Chippewa Falls Main Street to place decorative bikes with flowers on sidewalks in various locations in the City. Possible recommendations to the Council.
3. Discuss request of Chippewa Falls Main Street to operate a Utility Terrain Vehicle (UTV) on City streets/sidewalks for watering downtown flowers. Possible recommendations to the Council.
4. Discuss Contract for Wisconsin Hazardous Materials Response System Services between the City of Chippewa Falls and the State of Wisconsin Department of Military Affairs. Possible recommendations to the Council.
5. Discuss Chippewa Falls Municipal Code Section 17.08 (11) Fences, Walls, Shrubbery including fencing standards. Possible recommendations to the Council.
6. Public Hearing and discussion of draft ordinance amending Chapter 27 of the Chippewa Falls Municipal Code, Shoreland-Wetland Zoning. Possible recommendations to the Council.
7. Adjournment

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.
NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change. This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on May 16, 2019 at 3:00 pm by BNG.



SIDEWALK USE PERMIT APPLICATION

Name Of Applicant: Chippewa Falls Main Street c/o Teri Ouimette	Address Of Applicant: 514 N. Bridge St. Chippewa Falls, WI 54729
Telephone Number: (715) 723-6661	Date And Length Of Time Requested For Use Of Sidewalk: Approximately May 1 - November 1, 2019
Description Of The Portion Of Sidewalk To Be Used: Bikes will be locked to poles on corners (shown on attached map). Locations are subject to change.	
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: Decorative bikes with flowers will be locked to poles as part of our very popular downtown beautification program. Flowers and bikes will be maintained by our organization.	

The applicant agrees to indemnify, defend and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice of hearing at least 3 days but not more than 30 days from the date and service of the notice and a detailed statement of the facts alleged to constitute any such violation.

Bond Certificate and sketch of area to be used must be attached.

Signature of Business Owner

A handwritten signature in black ink, appearing to read "Teri Ouimette", written over a horizontal line.

Date Signed

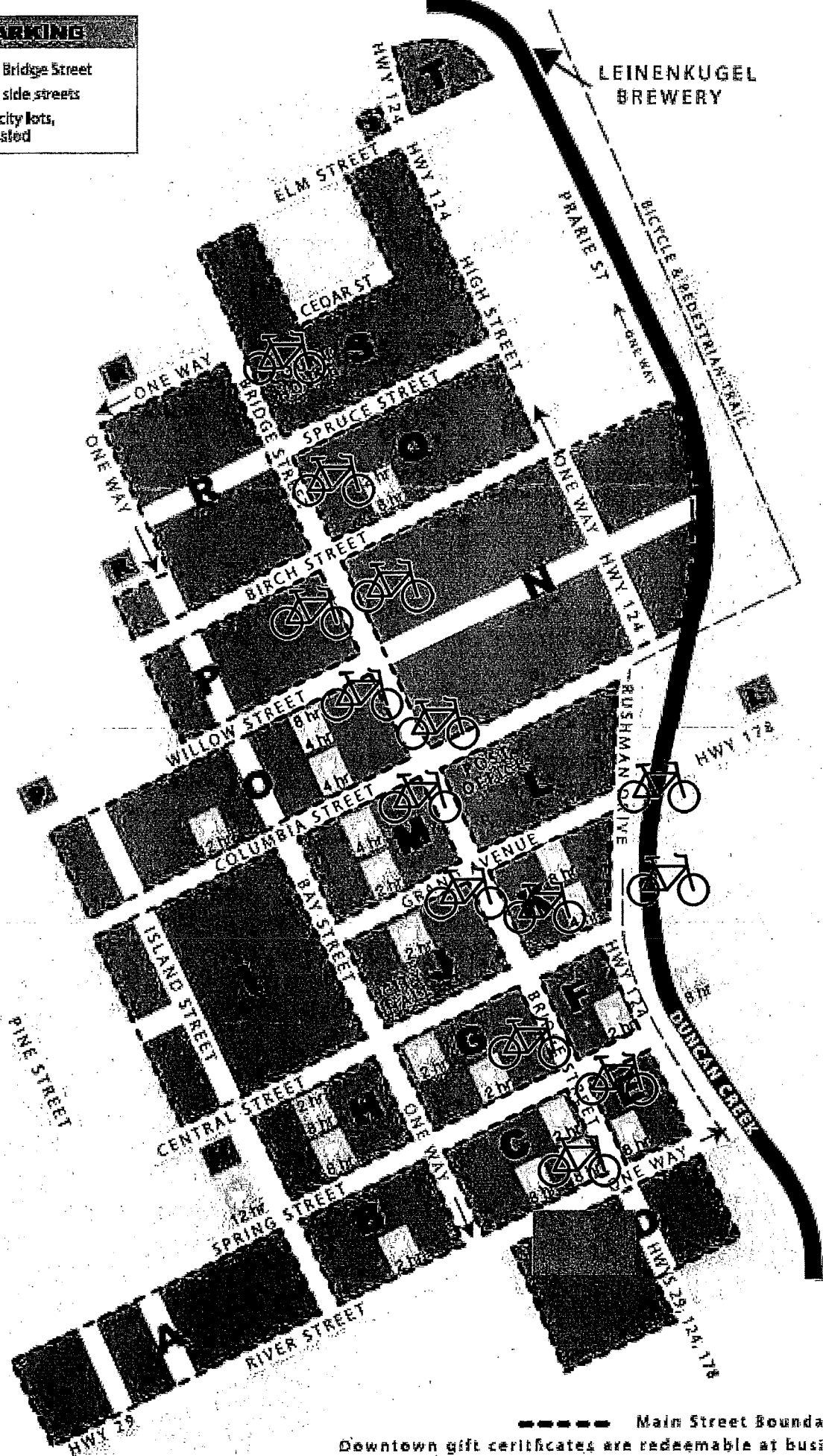
4/15/2019

Date of Council Approval

PUBLIC PARKING

1 hour parking limit on Bridge Street
 2 hour parking limit on side streets
 2 hour parking limit in city lots,
 unless otherwise posted

LEINENKUGEL
 BREWERY



----- Main Street Boundary

Downtown gift certificates are redeemable at businesses within the Main Street Boundary

Thanks,

Chief Matt Kelm
(715) 726-2703

From: Teri Ouimette [mailto:teri@cfms.us]
Sent: Monday, May 13, 2019 10:30 AM
To: Matthew Kelm
Subject: Teri, Chippewa Falls Main Street - Question for you

Good morning,
Main Street has leased a Gater with watering container for street planters. Is there any ordinances or laws for us to follow? We always water very early in the morning when no one is downtown and wondering if he can drive on the sidewalk?
Thank you!

Teri Ouimette

Director, Chippewa Falls Main Street
514 North Bridge Street
Chippewa Falls, WI 54729
715-723-6661
teri@cfms.us
www.chippewafallsmainst.org





STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Brian M. Satula
Administrator

Tony Evers
Governor

May 6, 2019

Chief Michael Hepfler
Chippewa Falls Fire Department
1301 Chippewa Crossing Blvd.
Chippewa Falls, WI 54729

Re: Contract for Wisconsin Hazardous Materials Response System Services

Dear Chief Hepfler:

Enclosed please find three executed originals of the Contract for Wisconsin Hazardous Materials Response System Services for the period covering July 1, 2019 through June 30, 2021.

I have also enclosed an additional set of signature pages that will allow me to assemble a master original of the contract with all original signature pages. I will provide you with copies of all signature pages from the other contract partners when they are all received.

Once executed by your local officials, kindly return one original contract and the additional set of signature pages to me in the enclosed envelope. You may retain the additional contracts for your municipal file.

Thank you for your professional courtesy in this regard.

Sincerely,

Randi Wind Milsap
General Counsel

Cc: Brian M. Satula, WEM Administrator
Maj Gen Donald P. Dunbar, The Adjutant General



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

JULY 1, 2019 THROUGH JUNE 30, 2021

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
CITY OF RICE LAKE, WISCONSIN
CITY OF MENOMONIE, WISCONSIN
ALSO COLLECTIVELY REFERRED TO AS THE
NORTHWEST WISCONSIN HAZARDOUS MATERIALS TASKFORCE**



DATE: June 30, 2019

**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, the City of Rice Lake, and the City of Menomonie, 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, 2019 through June 30, 2021.

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, the City of Rice Lake, and the City of Menomonie, 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 WebEOC website located at wi.webeocasp.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 WebEOC website located at wi.webeocasp.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. 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 WebEOC website located at wi.webeocasp.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 7/1/2019 and for State Fiscal Years 2019/20 through 2020/21, 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 cover 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 2019/20 through 2020/21 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 3rd day of May, 2019

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

Brian M. Satula, Division Administrator

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

Dated this ____ day of _____, 2019

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 _____, 2019

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 _____, 2019

Signature: _____

Printed Name: Lynne Bauer

Title: Finance Manager/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 _____, 2019

Signature: _____

Printed Name: Michael L. Hepfler

Title: Fire Chief

Address: 1301 Chippewa Crossing Blvd.

City/State: Chippewa Falls, WI Zip: 54729

Approved as to form:

Dated this ____ day of _____, 2019

Signature: _____

Printed Name: Robert A. Ferg

Title: City Attorney

Address: 411 N. Bridge Street, #201

City/State: Chippewa Falls, WI Zip: 54729-2484

EXHIBIT A

Standard Terms and Conditions (Request for Bids / Proposals)

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

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

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

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

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

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

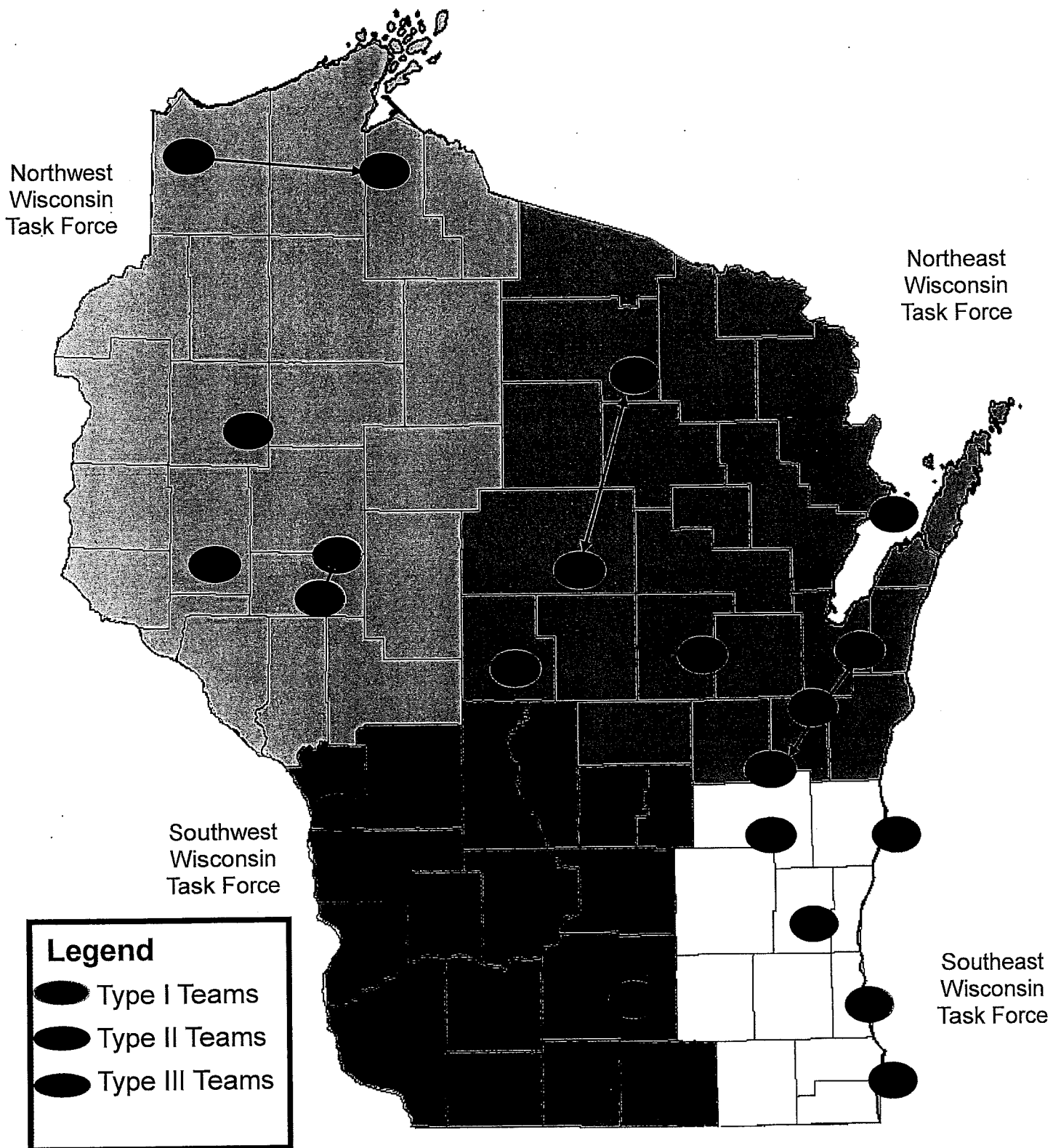
LOCAL AGENCY MEMBERS:

CITIES OF EAU CLAIRE AND CHIPPEWA FALLS, WISCONSIN
CITIES OF SUPERIOR AND ASHLAND, WISCONSIN
CITY OF RICE LAKE, WISCONSIN
CITY OF MENOMONIE, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/1/19 – 6/30/20	BUDGET 7/1/20 – 6/30/21
CITIES OF EAU CLAIRE AND CHIPPEWA FALLS	TYPE I	\$115,954.48	\$115,954.48
CITIES OF SUPERIOR AND ASHLAND	TYPE II	\$94,515.56	\$94,515.56
CITY OF RICE LAKE	TYPE III	\$15,823.70	\$15,823.70
CITY OF MENOMONIE	TYPE III	\$15,823.70	\$15,823.70

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

EXHIBIT C
Wisconsin Hazardous
Materials Response System



• (11)

FENCES, WALLS, SHRUBBERY. Fences and walls where anchored to supports embedded in the ground and continuous linear shrubbery such as hedges shall be considered permanent structures and shall be subject to the following:

(a)

Any such structure not in excess of 4 feet in height may be permitted anywhere on the lot, except as may be prohibited at intersections as specified in §17.10.

(b)

Any such structure in excess of 4 feet, but not more than 6 feet may be permitted provided it is no closer than 5 feet to a street line and the side facing the street is attractively landscaped.

(c)

Retaining walls shall be permitted anywhere on the lot provided no individual wall shall exceed 6 feet in height and a terrace of at least 3 feet in width shall be provided between any series of such walls. Such walls, when located along a street frontage, shall be allowed to abut the property line.

(d)

All such structures shall be no closer than 5 feet to an alley line, except as provided in subsection (e). (Am. #91-22)

(e)

Any such structure in the Industrial Districts or C-3 Central Business District not in excess of 9 feet in height may be permitted anywhere on the lot. (Am. #91-22; #2017-02)

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1155 Pilgrim Rd
Plymouth WI 53073

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 22, 2018

City of Chippewa Falls
Bridget Givens, City Clerk

Subject: Updates to Shoreland-Wetland and Shoreland Ordinance

Dear Ms. Givens:

Thank you for sharing the current version of your shoreland-wetland ordinance. We have reviewed the content with regard to NR 117 and to 2013 Wisconsin Act 80 pertaining to annexed properties in the City of Chippewa Falls. We did not find any shoreland zoning provisions for areas annexed to the City after May 1, 1982. We did not review your current floodplain ordinance so any comments below are limited to the shoreland-wetland and annexed area provisions.

There are a few changes needed to the ordinance due to statutory requirements. I did not see a separate shoreland zoning ordinance, and since the statutory authorizations for shoreland-wetlands zoning and for shoreland zoning for Act 80 annexed properties are different, we require that you make the Act 80 shoreland zoning provisions a separate chapter (ordinance) because shoreland zoning is authorized under Wisconsin Statute 62.233 and shoreland-wetland zoning is authorized under Wisconsin Statute 62.231. We have a few modifications that are needed for compliance with 2013 Wisconsin Act 80 and for NR 117.

Please see the changes below:

Section 27.01: Remove the reference to the following statutes: 87.30 and 144.26.

Section 27.05: Change "30.12(4)(a)" to **30.2022(1)**

Section 27.07: Replace "WWI stamped final on December 20, 1985" with this language:

The most recent version of the Wisconsin Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer is made part of this ordinance. The maps can be viewed at <http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=Wetland>.

Section 27.20(3): Change 144.26 to **281.31**

Create a new Chapter for Shoreland Zoning. This chapter should be "Shoreland Zoning Regulations for Annexed Areas". We require that you adopt the attached model (attached) as a separate ordinance. Act 80 requires a setback for all structures of 50' from the ordinary high water mark and allows for reduced setbacks through averaging for principal structures per 61.353, Wis. Stats. This ordinance applies to shorelands that were annexed by the City after May 7, 1982.

Here is an outline of the procedure to make these changes:

Standard Ordinance Adoption Procedure for Villages/Cities (steps and documentation):

- City/Village Committee drafts ordinance revisions, DNR reviews, comments incorporated.
- Committee sends out a public notice for a public hearing. (send us public notice, and an affidavit of publication of public hearing notice)
- At public hearing, Committee discusses draft ordinance and votes to present to the Village/City Board for adoption.
- Board votes to adopt at a board meeting (send us a Clerk certified copy of adopted ordinance, and ordinance or resolution number)
- City/Village publishes adoption (send us an affidavit for publication).

Please let me know if you have any questions on this information or if I can help with this process.

Sincerely,

Kathi Kramasz
Water Management Specialist

AN ORDINANCE AMENDING CHAPTER 27
OF THE CHIPPEWA FALLS MUNICIPAL CODE,
THE SHORELAND-WETLAND ZONING ORDINANCE

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That § 27.01 which presently provides as follows:

Statutory Authorization: This Ordinance is adopted pursuant to the authorization in Sections 62.23, 62.231, 87.30 and 144.26, Wis. Stats.

be amended to delete the references to 87.30 and 144.26 and provide as follows:

Statutory Authorization: This Ordinance is adopted pursuant to the authorization in Sections 62.23 and 62.231, Wis. Stats.

2. That § 27.05 which presently provides as follows:

Municipalities and State Agencies Regulated: Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this Ordinance and obtain all necessary permits. State agencies are required to comply if Section 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of all state highways and bridges by the Wisconsin Department of Transportation are exempt when Section 30.12(4)(1), Wis. Stats., applies.

be amended to change the reference to 30.12(4)(1) to 30.2022(1) and to provide as follows:

Municipalities and State Agencies Regulated: Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this Ordinance and obtain all necessary permits. State agencies are required to comply if Section 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of all state highways and bridges by the Wisconsin Department of Transportation are exempt when Section 30.2022(1), Wis. Stats., applies.

3. That § 27.07 which presently provides as follows:

Shoreland – Wetland Zoning Maps:

- (1) The following map is hereby adopted and made part of this Ordinance and is on file in the office of the Zoning Administrator of Chippewa Falls, Wisconsin.

- a. Wisconsin Wetland Inventory Maps stamped "Final" on December 20, 1985.
- b. Floodplain zoning maps titled "Official Flood Ordinance Map" and dated August 16, 1977.
- c. United States Geological Survey Maps dated 1972 or latest revision thereof.
- d. Zoning maps titled Zoning District Map and dated 1967 or latest revision thereof.

be amended to revise (1)a. and to provide as follows:

Shoreland – Wetland Zoning Maps:

- (1) The following map is hereby adopted and made part of this Ordinance and is on file in the office of the Zoning Administrator of Chippewa Falls, Wisconsin.
 - a. The most recent version of the Wisconsin Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer is made a part of this Ordinance. For map viewing information contact the Zoning Administrator.
 - b. Floodplain zoning maps titled "Official Flood Ordinance Map" and dated August 16, 1977.
 - c. United States Geological Survey Maps dated 1972 or latest revision thereof.
 - d. Zoning maps titled Zoning District Map and dated 1967 or latest revision thereof.

4. That § 27.20(3) which presently provides as follows:

- (3) In order to ensure that this Ordinance will remain consistent with the shoreland protection objectives of Section 144.26, Wis. Stats., the City Council may not rezone a wetland in a shoreland-wetland zoning district, or any portion thereof, where the proposed rezoning may result in a significant adverse impact on any of the following wetland functions:

• • •

be amended to change the reference to 144.26 to 281.31 and to provide as follows:

(3) In order to ensure that this Ordinance will remain consistent with the shoreland protection objectives of Section 281.31, Wis. Stats., the City Council may not rezone a wetland in a shoreland-wetland zoning district, or any portion thereof, where the proposed rezoning may result in a significant adverse impact on any of the following wetland functions:

• • •

DATED this _____ day of _____, 2019.

COUNCIL PRESIDENT: _____
Rob Kiefer

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

CHAPTER 27

SHORELAND-WETLAND ZONING ORDINANCE FOR THE CITY OF CHIPPEWA FALLS

STATUTORY AUTHORIZATION, FINDINGS OF FACT, STATEMENT OF PURPOSE AND TITLE

- 27.01 Statutory Authorization: This Ordinance is adopted pursuant to the authorization in Sections 62.23, 62.231, 87.30 and 144.26, Wis. Stats.
- 27.02 Findings of Fact and Purpose:
- (1) Uncontrolled use of the shoreland-wetlands and the pollution of the navigable waters of Chippewa Falls would adversely affect the public health, safety, convenience, and general welfare and impair the tax base. The Legislature of Wisconsin has delegated responsibility to all municipalities to:
- a. Promote the public health, safety, convenience and general welfare;
 - b. Maintain the storm and flood water storage capacity of wetlands;
 - c. Prevent and control water pollution by preserving wetlands which filter or store sediments, nutrients, heavy metals or organic compounds that would otherwise drain into navigable waters;
 - d. Protect fish, their spawning grounds, other aquatic life and wildlife by preserving wetlands and other aquatic habitat;
 - e. Prohibit certain uses detrimental to the shoreland-wetland area; and
 - f. Preserve shore cover and natural beauty by restricting the removal of natural shoreland cover and controlling shoreland-wetland excavation, filling and other earth moving activities.
- 27.03 Title: Shoreland-Wetland Zoning Ordinance for Chippewa Falls, Wisconsin.

GENERAL PROVISIONS

- 27.04 Compliance: The use of wetlands and the alteration of wetlands within the shoreland area of Chippewa Falls shall be in full compliance with the terms of this Ordinance and other applicable local, state or federal regulations. (However, see Section 27.11 of this Ordinance for the standards applicable to nonconforming uses.) All permitted development shall require the issuance of a zoning permit unless otherwise expressly excluded by a provision of this Ordinance.
- 27.05 Municipalities and State Agencies Regulated: Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this Ordinance and obtain all necessary permits. State agencies are required to comply if Section 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of all state highways and bridges by the Wisconsin Department of Transportation are exempt when Section 30.12(4)(1), Wis. Stats., applies.

27.06 Abrogation and Greater Restrictions:

- (1) This Ordinance supersedes all the provisions of any municipal zoning ordinance enacted under Section 62.23 or 97.30, Wis. Stats., which relate to floodplains and shoreland-wetlands, except that where another municipal zoning ordinance is more restrictive than this Ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- (2) This Ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail.
- (3) Interpretation: In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the municipality and shall not be deemed a limitation or repeal of any other powers granted by the Wisconsin Statutes. Where a provision of this Ordinance is required by a standard in Chapter NR 117, Wisconsin Administrative Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Chapter NR 117 standards in effect on the date of the adoption of this Ordinance or in effect on the date of the most recent text amendment to this Ordinance.
- (4) Severability: Should any portion of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

SHORELAND-WETLAND ZONING DISTRICT

27.07 Shoreland-Wetland Zoning Maps:

- (1) The following map is hereby adopted and made part of this Ordinance and is on file in the office of the Zoning Administrator of Chippewa Falls, Wisconsin.
 - a. Wisconsin Wetland Inventory Maps stamped "Final on December 20, 1985.
 - b. Floodplain zoning maps titled Official Flood Ordinance Map and dated August 16, 1977.
 - c. United States Geological Survey Maps dated 1972 or latest revision thereof.
 - d. Zoning maps titled Zoning District Map and dated 1967 or latest revision thereof.

27.08 District Boundaries:

- (1) The shoreland-wetland zoning district includes all wetlands in Chippewa Falls, Wisconsin which are five acres or more and are show in the final Wetland Inventory Map that has been adopted and made a part of this Ordinance and which are:
 - a. Within 1,000 feet of the ordinary high water mark of navigable lakes, ponds or flowages. Lakes, ponds or flowages in Chippewa Falls shall be presumed to navigable if they are listed in the Department publication "Surface Water Resources of Chippewa County".
 - b. Within 300 feet of the ordinance high water mark of navigable rivers or streams, or to the landwards side of the floodplain, whichever distance is greater. Rivers and streams shall be presumed to be navigable if they are designated as either continuous or intermittent waterways on the Unites States Geological Survey

quadrangle maps or other zoning base maps which have been incorporated by reference and made a part of this Ordinance. Floodplain zoning maps adopted in Section 27.07(1)(b) shall be used to determine the extent of floodplain areas.

- (2) Determinations of navigability and ordinary high water mark location shall initially be made by the Zoning Administrator. When questions arise, the Zoning Administrator shall contact the appropriate district office of the Department for a final determination of navigability or ordinary high water mark.
- (3) When an apparent discrepancy exists between the shoreland-wetland district boundary shown on the official zoning maps and actual field conditions at the time the maps were adopted, the Zoning Administrator shall contact the appropriate district office of the Department to determine if the shoreland-wetland district boundary as mapped, is in error. If Department staff concur with the Zoning Administrator that a particular area was incorrectly mapped as a wetland, the Zoning Administrator shall have the authority to immediately grant or deny a zoning permit in accordance with the regulations applicable to the correct zoning district. In order to correct wetland mapping errors shown on the official shoreland-wetland zoning maps, the Zoning Administrator shall be responsible for initiating a map amendment within a reasonable period.

27.09 Permitted Uses: The following uses are permitted subject to the provisions of Chapters 30 and 31, Wis. Stats., and the provisions of other local, state and federal laws, if applicable:

- (1) Activities and uses which do not require the issuance of a zoning permit, provided that no wetland alteration occurs.
 - a. Hiking, fishing, trapping, hunting, swimming, snowmobiling, and boating;
 - b. The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits and tree seeds, in a manner that is not injurious to the natural reproduction of such crops;
 - c. The practice of silviculture, including the planting, thinning and harvesting of timber;
 - d. The pasturing of livestock;
 - e. The cultivation of agricultural crops; and
 - f. The construction and maintenance of duck blinds.
- (2) Uses which do not require the issuance of a zoning permit and which may involve wetland alterations only to the extent specifically provided below:
 - a. The practice of silviculture, including limited temporary water level stabilization measures which are necessary to alleviate abnormally wet or dry conditions that would have an adverse impact on the conduct of silvicultural activities if not corrected;
 - b. The cultivation of cranberries, including limited wetland alterations necessary for the purpose of growing and harvesting cranberries;

- c. The maintenance and repair of existing drainage systems to restore pre-existing levels of drainage, including the minimum amount of filling necessary to dispose of dredged spoil, provided that the filling is otherwise permissible and that dredged soil is placed on existing spoil banks where possible;
- d. The construction and maintenance of fences for the pasturing of livestock, including limited excavating and filling necessary for such construction or maintenance;
- e. The construction and maintenance of piers, docks, walkways, observation decks and trail bridges built on pilings, including limited excavating and filling necessary for such construction or maintenance;
- f. The installation and maintenance of sealed tiles for the purpose of draining lands outside the shoreland-wetland zoning district provided that such installation or maintenance is done in a manner designed to minimize adverse impacts upon the natural functions of the shoreland-wetland listed in Section 6.13 of this Ordinance; and
- g. The maintenance, repair, replacement and reconstruction of existing highways and bridges, including limited excavating and filling for such maintenance, repair, replacement or reconstruction.

(3) Uses which are allowed upon the issuance of a conditional use permit which may include wetland alterations only to the extent specifically provided below:

- a. The construction and maintenance of roads which are necessary for the continuity of the municipal street system, the provision of essential utility and emergency services or to provide access to uses permitted under Section 27.09 of this Ordinance, provided that:
 - i. The road cannot, as a practical matter, be located outside the wetland;
 - ii. The road is designed and constructed to minimize adverse impacts upon the natural functions of the wetland listed in Section 27.20(3) of this Ordinance;
 - iii. The road is designated and constructed with the minimum cross-sectional area practical to serve the intended use;
 - iv. Road construction activities are carried out in the immediate area of the roadbed only; and
 - v. Any wetland alteration must be necessary for the construction or maintenance of the road.
- b. The construction and maintenance of nonresidential buildings provided that:
 - i. The building is used solely in conjunction with a use permitted in the shoreland-wetland district or for the raising of waterfowl, minnows, or other wetland or aquatic animals;
 - ii. The building cannot, as a practical matter, be located outside the wetland;
 - iii. The building does not exceed 500 square feet in floor area; and
 - iv. Only limited filling and excavating necessary to provide structural support for the building is allowed.

- c. The establishment and development of public and private parks and recreation areas, outdoor education areas, historic, natural and scientific areas, game refuges and closed areas, fish and wildlife habitat improvement projects, game bird and animals farms, wildlife preserves and public boat launching ramps, provided that:
 - i. Any private development allowed under this paragraph shall be used exclusively for the permitted purpose;
 - ii. Only limited filling and excavating necessary for the development of public boat launching ramps, swimming beaches or the construction of park shelters or similar structures is allowed;
 - iii. The construction and maintenance of roads necessary for the uses permitted under this paragraph are allowed only where such construction and maintenance meets the criteria in Section 27.09(3)(a) of this Ordinance; and
 - iv. Wetland alterations in game refuges and closed areas, fish and wildlife habitat improvement projects, game bird and animals farms, and wildlife preserves shall be for the purpose of improving wildlife habitat or to otherwise enhance wetland values.
- d. The construction and maintenance of electric and telephone transmission liens, water and gas distribution lines and sewage collection lines and related facilities and the construction and maintenance of railroad lines provided that:
 - i. The utility transmission and distribution facilities and railroad lines cannot, as a practical matter, be located outside the wetland;
 - ii. Only limited filling or excavating necessary for such construction or maintenance is allowed; and
 - iii. Such construction or maintenance is done in a manner designed to minimize adverse impacts upon the natural functions of the wetland listed in Section 27.20(3) of this Ordinance.

27.10 Prohibited Uses:

- (1) Any use not listed in Section 27.09 of this Ordinance is prohibited, unless the wetland or a portion of the wetland has been rezoned by amendment of this Ordinance in accordance with Section 27.20 of this Ordinance.
- (2) The use of a boathouse for human habitation and the construction or placement of a boathouse or fixed houseboat below the ordinary high water mark of any navigable waters are prohibited.

NONCONFORMING STRUCTURES AND USES

27.11 Nonconforming Structures and Uses:

- (1) The lawful use of a building, structure, or property which existed at the time this Ordinance, or an applicable amendment to this Ordinance, took effect and which is not in conformity with the provisions of the ordinance, including the routine maintenance of such a building or structure, may be continued, subject to the following conditions:

- a. Notwithstanding Section 62.23(7)(h), Wis. Stats., the repair, reconstruction, renovation, remodeling or expansion of a legal nonconforming structure in existence at the time of adoption of subsequent amendment of this Ordinance adopted under Section 62.231, Wis. Stats., or of an environmental control facility in existence on May 7, 1982, related to that structure, is permitted under Section 62.231(5), Wis. Stats. Section 62.23(7)(h), Wis. Stats., applies to any environmental control facility that was not in existence on May 7, 1982, but was in existence on the effective date of this Ordinance or amendment.
- b. If a nonconforming use or the use of a nonconforming structure is discontinued for twelve (12) consecutive months, any future use of the building, structure or property shall conform to this Ordinance.
- c. Any legal nonconforming use of property which does not involve the use of a structure and which existed at the time of the adoption or subsequent amendment of this Ordinance adopted under Sections 62.231 or 61.351, Wis. Stats., may be continued although such use does not conform to the provisions of the ordinance. However, such nonconforming use may not be extended.
- d. The maintenance and repair of nonconforming boathouses which are located below the ordinary high water mark of any navigable waters shall comply with the requirements of Section 30.121, Wis. Stats.
- e. Uses which are nuisances under common law shall not be permitted to continue as nonconforming uses.

ADMINISTRATIVE PROVISIONS

27.12 Zoning Administrator: The Zoning Administrator shall have the following duties and powers:

- (1) Advise applicants as to the provisions of this Ordinance and assist them in preparing permit applications and appeal forms.
- (2) Issue permits and certificates of compliance and inspect properties for compliance with this Ordinance.
- (3) Keep records of all permits issued, inspections made, work approved and other official actions.
- (4) Have access to any structure or premises between the hours of 8:00 am and 6:00 pm for the purpose of performing these duties.
- (5) Submit copies of decisions on variances, conditional use permits, appeals for a map or text interpretation, and map or text amendments within ten (1) days after they are granted or denied, to the appropriate district office of the Department.
- (6) Investigate and report violations of this Ordinance to the Plan Commission and City Attorney.

27.13 Zoning Permits:

- (1) When Required: Unless another section of this Ordinance specifically exempts certain types of development from this requirement, a zoning permit shall be obtained from the Zoning Administrator before any new development, as defined in Section 27.22(6) of this Ordinance, or any change in the use of an existing building or structure is initiated.

(2) Application: An application for a zoning permit shall be made to the Zoning Administrator upon forms furnished by the municipality and shall include, for the purpose of proper enforcement of these regulations, the following information:

a. General Information:

- i. Name, address, and telephone number of applicant, property owner and contractor, where applicable;
- ii. Legal description of the property and a general description of the proposed use or development; and
- iii. Whether or not a private water supply or sewage system is to be installed.

b. Site Development Plan: The site development plan shall be submitted as a part of the permit application and shall contain the following information drawn to scale:

- i. Dimensions and area of the lot;
- ii. Location of any structures with distances measured from the lot lines and center line of all abutting streets or highways;
- iii. Description of any existing or proposed on-site sewage systems or private water supply systems;
- iv. Location of the ordinary high water mark of any abutting navigable waterways;
- v. Boundaries of all wetlands;
- vi. Existing and proposed topographic and drainage features and vegetative cover;
- vii. Location of floodplain and floodway limits on the property as determined from floodplain zoning maps;
- viii. Location of existing or future access roads; and
- ix. Specifications and dimensions for areas of proposed wetland alteration.

(3) Expiration: All permits issued under the authority of this Ordinance shall expire two (2) years from the date of issuance if construction has not begun. In addition, all permits shall expire three (3) years from the date of issuance if construction is not completed. An extension of six (6) months may be granted by the Plan commission if good cause is shown.

27.14 Certificates of Compliance:

(1) Except where no zoning permit or conditional use permit is required, no land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, rebuilt or replaced shall be occupied, until a certificate of compliance is issued by the Zoning Administrator subject to the following provisions:

- a. The certificate of compliance shall show that the building or premises or part thereof, and the proposed use thereof, conform to the provisions of this Ordinance.
- b. Application for such certificate shall be concurrent with the application for a zoning or conditional use permit.
- c. The certificate of compliance shall be issued within ten (10) days after notification of the completion of the work specified in the zoning or conditional use permit, providing the building or premises and proposed use thereof conform to all the provisions of this Ordinance.

- (2) The Zoning Administrator may issue a temporary certificate of compliance for a building, premises or part thereof for a period not exceeding six (6) months during the completion of alterations pending its permanent occupation. Such temporary permit shall not be issued except under such restrictions and provisions as will adequately ensure the safety of occupants. A temporary permit shall be voided if the building fails to conform to the provisions of this Chapter to such a degree as to render it unsafe for the occupancy proposed.
- (3) Upon written request from the owner, the Zoning Administrator shall issue a certificate of compliance for any building or premises existing at the time of ordinance adoption, certifying after inspection, the extend and type of use made of the building or premises and whether or not such use conforms to the provisions of this Ordinance.

27.15 Conditional Use Permits:

- (1) Application: Any use listed as a conditional use in this Ordinance shall be permitted only after an application has been submitted to the Zoning Administrator and a conditional use permit has been granted by the Plan Commission following the procedures in Section 27.19 of this Ordinance.
- (2) Conditions: Upon consideration of the permit application and the standards applicable to the permitted uses in Section 27.09(b) of this Ordinance, the Plan Commission shall attach such conditions to a conditional use permit, in addition to those required elsewhere in this Ordinance, as are necessary to further the purposes of this Ordinance as listed in Section 27.02. Such conditions may include specification for, without limitation because of specific enumeration: Type of shore cover; erosion controls; increased setbacks; specific sewage disposal and water supply facilities; landscaping and planting screens; period of operation; operation control; sureties; deed restrictions; location of piers, docs, parking areas and signs; and type of construction. To secure information upon which to base its determination, the Plan Commission may require the applicant to furnish, in addition to the information required for a zoning permit, other pertinent information which is necessary to determine if the proposed use is consistent with the purpose of this Ordinance.

27.16 Fees: All conditional use petitions shall be accompanied by the appropriate fee to defray the cost of giving notice, investigation and other administrative processing.

27.17 Recording: Where a zoning permit or conditional use permit is approved, an appropriate record shall be made by the Zoning Administrator of the land use and structures permitted.

27.18 Revocation: Where the conditions of a zoning permit or conditional use permit are violated, the permit shall be revoked by the Plan Commission.

27.19 Appeals: Appeals to the Board of Appeals may be taken by any person aggrieved or by an officer, department, board or bureau of the city affected by any order, requirement, decision, or determination of the Zoning Administrator. The procedures for the disposition of the Zoning Administrator. The procedures for the disposition of an appeal shall be the same as those required in Chapter 17 of the Chippewa Falls Municipal Code under Board of Appeals.

27.20 Amending Shoreland-Wetland Zoning Regulations: The City Council may alter, supplement or change the district boundaries and the regulations contained in this Ordinance in accordance with the requirements of Section 62.23(7)(d)2, Wis. Stats., NR 117, Wisconsin Administrative Code, and the following:

- (1) A copy of each proposed text or map amendment shall be submitted to the appropriate district office of the Department within five (5) days of the submission of the proposed amendment to the Plan Commission.
- (2) All proposed text and map amendments to the shoreland-wetland zoning regulations shall be referred to the Plan commission, and a public hearing shall be held as required by Section 62.23(7)(d)2, Wis. Stats. The appropriate district office of the Department shall be provided with written notice of the public hearing at least ten (10) days prior to such hearing.
- (3) In order to ensure that this Ordinance will remain consistent with the shoreland protection objectives of Section 144.26, Wis. Stats., the City Council may not rezone a wetland in a shoreland-wetland zoning district, or any portion thereof, where the proposed rezoning may result in a significant adverse impact on any of the following wetland functions:
 - a. Storm and flood water storage capacity.
 - b. Maintenance of dry season stream flow or the discharge of groundwater to a wetland, the recharge of groundwater from a wetland to another area or flow of groundwater through a wetland.
 - c. Filtering or storage of sediments, nutrients, heavy metals or organic compounds that would otherwise drain into navigable waters.
 - d. Shoreline protection against erosion.
 - e. Fish spawning, breeding, nursery or feeding grounds.
 - f. Wildlife habitat.
 - g. Areas of special recreation, scenic, or scientific interest, including scarce wetland types and habitat or endangered species.
- (4) Where the district office of the Department determines that a proposed rezoning may have a significant adverse impact upon any of the criteria listed in Section (3) above of this Ordinance, the Department shall so notify the municipality of its determination either prior to or during the public hearing held on the proposed amendment.
- (5) The appropriate district office of the Department shall be provided with:
 - a. A copy of the recommendation and report, if any, of the Plan Commission on a proposed text or map amendment, within ten (10) days after the submission of those recommendations to the City Council.
 - b. Written notice of the action on the proposed text or map amendment within ten (10) days after the action is taken.
- (6) If the Department notifies the municipal planning agency in writing that a proposed amendment may have a significant adverse impact upon any of the criteria listed in Section (3) above of this Ordinance, that proposed amendment, if approved by the municipal governing body, shall not become effective until more than thirty (30) days have elapsed since written notice of the municipal approval was mailed to the Department, as required by Section 27.20(5)(b) of this Ordinance. If within the thirty (30) day period, the Department notifies the municipality that the Department intends to adopt a superseding shoreland-wetland zoning ordinance for the municipality as provided by Sections 62.231(6) and 61.351(6), Wis. Stats., the proposed amendment shall not become effective until the

ordinance adoption procedure under Section 62.231(6) or 61.351(6) Wis. Stats., is completed or otherwise terminated.

ENFORCEMENT AND PENALTIES

- 27.21 Enforcement and Penalties: Any development, building or structure or accessory building or structure constructed, altered, added to, modified, rebuilt or replaced or any use or accessory use established after the effective date of this Ordinance in violation of the provisions of this Ordinance, by any persons, firm, association, corporation (including building contractors or their agents) shall be deemed a violation. The Zoning Administrator shall refer violations to the Plan Commission and City Attorney who shall prosecute such violations. Any person who shall violate any provision of this Chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in Section 25.04 of this Municipal Code.

Every violation of this Ordinance is a public nuisance and the creation thereof may be enjoined and the maintenance thereof may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to Section 87.30(2), Wis. Stats.

DEFINITIONS

- 27.22 Definitions: For the purpose of administering and enforcing this Ordinance, the terms or works used herein shall be interpreted as follows: Words used in the present tense include the future; words in singular number include the plural number; words in the plural number include the singular number. The word "shall" is mandatory, not permissive. All distances, unless otherwise specified, shall be measured horizontally.

The following terms used in this Ordinance mean:

- (1) "ACCESSORY STRUCTURE OR USE" means a detached subordinate structure or a use which is clearly incidental to, and customarily found in connection with, the principle structure or use to which it is related and which is located on the same lot as that of the principle structure or use.
- (2) "BOATHOUSE" as defined in Section 30.121(1), Wis. Stats., means a permanent structure used for the storage of watercraft and associated materials and includes all structures which are totally enclosed, have roofs or walls or any combination of structural parts.
- (3) "CLASS 2 PUBLIC NOTICE" means publication of a public hearing notice under Chapter 985, Wis. Stats., in a newspaper of circulation in the affected area. Publication is required on two (2) consecutive weeks, the last at least seven (7) days prior to the hearing.
- (4) "CONDITIONAL USE" means a use which is permitted by this Ordinance provided that certain conditions specified in the Ordinance are met and that a permit is granted by the Plan Commission.
- (5) "DEPARTMENT" means the Wisconsin Department of Natural Resources.
- (6) "DEVELOPMENT" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or substantial alterations to buildings, structures or accessory structures; the placement of buildings or structures; ditching, lagooning, dredging, filling, grading, paving, excavation or drilling operations; and the deposition or extraction of earthen materials.

- (7) "DRAINAGE SYSTEM" means one or more artificial ditches, tile drains or similar devices which collect surface runoff or groundwater and convey it to a point of discharge.
- (8) "ENVIRONMENTAL CONTROL FACILITY" means any facility, temporary or permanent, which is reasonably expected to abate, reduce or aid in the prevention, measurement, control or monitoring of noise, air or water pollutants, solid waste and thermal pollution, radiation or other pollutants, including facilities installed principally to supplement or to replace existing property or equipment not meeting or allegedly not meeting acceptable pollution control standards or which are to be supplemented or replaced by other pollution control facilities.
- (9) "FIXED HOUSEBOAT" as defined in Section 30.121(1) Wis. Stats., means a structure not actually used for navigation which extends beyond the ordinary high water mark of a navigable waterway and is retained in place either by cables to the shoreline or by anchors or spudpoles attached to the bed of the waterway.
- (10) "NAVIGABLE WATERS" means Lake Superior, Lake Michigan, all natural inland lakes within Wisconsin, and all streams, ponds, sloughs, flowages and other waters within the territorial limits of this state, including the Wisconsin portion of boundary waters, which are navigable under the laws of this state. Under Section 144.26(2)(d), Wis. Stats., notwithstanding any other provision of law or administrative rule promulgated thereunder, shoreland ordinances required under Sections 61.351 or 62.221, Wis. Stats., and Chapter NR 117, Wisconsin Administrative code, do not apply to lands adjacent to farm drainage ditches, if:
- a. Such lands are not adjacent to a natural navigable stream or river;
 - b. Those parts of such drainage ditches adjacent to such lands were not navigable streams before ditching; and
 - c. Such lands are maintained in nonstructural agricultural use.
- "Wisconsin's Supreme Court has declared navigable bodies of water that have a bed differentiated from adjacent uplands and levels or flow sufficient to support navigation by a recreational craft of the shallowest draft on an annually recurring basis [Muench v. Public Service Commission, 261 Wis. 492 (1952) and DeGaynor and Co., Inc., v. Department of Natural Resources, 70 Wis. 2d 936 (1975)]. For example, a stream which is navigable by skiff or canoe during normal spring high water is navigable, in fact under the laws of this state, though it may be dry during other seasons."
- (11) "ORDINARY HIGH WATER MARK" means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
- (12) "PLAN COMMISSION" means the municipal plan commission created under Section 62.23(1) Wis. Stats.
- (13) "SHORELANDS" means lands within the following distances from the ordinary high water mark of navigable waters; 1,000 feet from a lake, pond or flowage; and 300 feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.
- (14) "SHORELAND-WETLAND DISTRICT" means the zoning district, created in this shoreland-wetland zoning ordinance, comprised of shorelands that are designated as wetlands on the wetlands inventory maps which have been adopted and made a part of this Ordinance.
- (15) "UNNECESSARY HARDSHIP" means that circumstance where special conditions, which are not self-created, affect a particular property and make strict conformity with restrictions governing area, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of this Ordinance.

- (16) "VARIANCE" means an authorization granted by the Board of Appeals to construct or alter a building or structure in a manner that deviates from the dimensional standards of this Ordinance.
- (17) "WETLANDS" means those areas where water is at, near or above the land surface long enough to support aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.
- (18) "WETLAND ALTERATION" means any filling, flooding, draining, dredging, ditching, tiling, excavating, temporary water level stabilization measures or dike and dam construction in a wetland area.

CHAPTER 27A

SHORELAND ZONING REGULATION FOR ANNEXED AREAS

27A.01	Statutory Authorization
27A.02	Findings of Fact and Purpose
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27A.05	Abrogation and Greater Restrictions
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27A.10	Effect of Existing Land Division, Sanitary, Zoning and Other Regulations
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27A.13	Definitions

27A.01 STATUTORY AUTHORIZATION.

This ordinance is adopted pursuant to the authorization in Wis. Stat. sec. 61.35 and 61.353 or 62.23 and 62.233.

27A.02 FINDING OF FACT AND PURPOSE.

Uncontrolled use of shorelands and pollution of the navigable waters of the municipality would adversely affect the public health, safety, convenience, and general welfare and impair the tax base. The Legislature of Wisconsin has delegated responsibility to all municipalities to:

- A. Promote the public health, safety, convenience and general welfare;
- B. Limit certain land use activities detrimental to shorelands; and
- C. Preserve shore cover and natural beauty by controlling the location of structures in shoreland areas.

27A.03 COMPLIANCE.

The use of shorelands within the shoreland area of the municipality shall be in full compliance with the terms of this ordinance and other applicable local, state or federal regulations. All permitted development shall require the issuance of a zoning permit unless otherwise expressly excluded by a provision of this ordinance.

27A.04 MUNICIPALITIES AND STATE AGENCIES REGULATED.

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if Wis. Stat. sec. 13.48(13) applies.

27A.05 ABROGATION AND GREATER RESTRICTIONS.

(1) This ordinance supersedes all the provisions of any other applicable municipal ordinance except that where another municipal ordinance is more restrictive than this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

(2) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

27A.06 INTERPRETATION.

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the municipality and shall

not be deemed a limitation or repeal of any other powers granted by the Wisconsin Statutes or Wisconsin Constitution.

27A.07 SEVERABILITY.

Should any portion of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

27A.08 APPLICABILITY OF SHORELAND REGULATIONS.

These Shoreland Zoning regulations apply only to a shoreland that was annexed by the City of Chippewa Falls after May 7, 1982, and that prior to annexation was subject to a Chippewa County Shoreland Zoning Ordinance under Wis. Stat. sec. 59.692.

27A.09 DETERMINATION OF ORDINARY HIGHWATER MARK.

Determinations of the ordinary highwater mark location shall initially be made by the Zoning Administrator. When questions arise, the Zoning Administrator shall contact the appropriate district office of the Wisconsin Department of Natural Resources for a final determination of ordinary highwater mark.

27A.10 EFFECT OF EXISTING LAND DIVISION, SANITARY, ZONING AND OTHER REGULATIONS.

The lands regulated by this ordinance are subject to all applicable provisions of the City of Chippewa Falls Municipal Code. Where the provisions of this ordinance are more restrictive than other regulations in the Municipal Code, the provisions of this ordinance shall apply.

27A.11 SETBACKS FROM THE WATER.

(1) Building and Structure Setbacks

- A. All buildings and structures shall be set back at least 50 feet from the ordinary high-water mark.
- B. Reduced Principal building setback: A setback less than 50' setback required from the ordinary high water mark shall be permitted for a proposed principal structure and shall be determined as follows:
 - 1. Where there are existing principal buildings on each adjacent lot, the setback shall equal the average of the distances the two existing principal buildings are setback from the ordinary high water mark or 35' from the ordinary high water mark, whichever distance is greater.

(2) Exempt Structures Within Setback Area

- A. Stairways, Walkways, and Lifts. A stairway, walkway, or lift is permitted in the shoreland setback area only when it is essential to provide pedestrian access to

the pier because of steep slopes or rocky, wet, or unstable soils, and when the following conditions are met:

1. There are no other locations or facilities on the property which allow adequate access to a pier. Only one (1) stairway or one (1) lift is allowed, not both, except where there is an existing stairway and the lift will be mounted to or is immediately adjacent to the existing stairway.
2. Such structures shall be placed on the most visually inconspicuous route to the shoreline and shall avoid environmentally sensitive areas.
3. Vegetation, which stabilizes slopes or screens structural development from view, shall not be removed.
4. Structures shall be colored and screened by vegetation so as to be inconspicuous when viewed against the shoreline.
5. Canopies, roofs, and sides are prohibited. Open railings may be provided where required for safety.
6. A maximum width of five feet (5') (outside dimension) is allowed for stairways, walkways, and lifts.
7. Landings are allowed when required for safety purposes and shall not exceed forty (40) square feet. Attached benches, seats, tables, etc., are prohibited.
8. Stairways, walkways, and lifts shall be supported on piles or footings. Any filling, grading, or excavation that is proposed must be done in a manner designed to minimize erosion, sedimentation, and impairment of fish and wildlife habitat.

B. Boathouses

1. Boathouses shall be designed and constructed solely for the storage of boats and related equipment and shall not be used for human habitation.
2. Boathouses shall not be placed waterward beyond the ordinary high water mark.
3. One (1) boathouse is permitted on a lot as an accessory structure.
4. Boathouses shall be set back a minimum of five feet (5') from the ordinary high water mark and shall be constructed in conformity with local floodplain zoning standards.
5. Boathouses shall not exceed one (1) story and 400 square feet in floor area.

27A.12 NONCONFORMING STRUCTURES.

- (1) Maintenance, Repair, Replacement or Vertical Expansion of Nonconforming Structures.

An existing structure that was lawfully placed when constructed but that does not comply with the required shoreland setback may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the nonconforming structure. Further, an existing structure that was lawfully placed when constructed but that does not comply with the required shoreland setback may be vertically expanded unless the vertical expansion would extend more than 35 feet above grade level. Municipalities may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

- (2) Maintenance, Repair, Replacement or Vertical Expansion of Structures That Were Authorized by Variance (Wis. Stats. secs. 59.692(1k)(a)2. and (a)4.)

A structure of which any part has been authorized to be located within the shoreland setback area by a variance granted before July 13, 2015 may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the authorized structure. Additionally, the structure may be vertically expanded unless the vertical expansion would extend more than 35 feet above grade level. Municipalities may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

27A.13 DEFINITIONS.

In this Ordinance:

- (1) "Principal building" means the main building or structure on a single lot or parcel of land and includes any attached garage or attached porch.
- (2) "Shorelands" means lands within the following distances from the ordinary highwater mark of navigable waters: 1,000 feet from a lake, pond or flowage; and 300 feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.
- (3) "Shoreland setback area" means an area in a shoreland that is within a certain distance of the ordinary high-water mark in which the construction or placement of structures has been limited or prohibited.