



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, October 9, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **October 9, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

Call to Order

1. Roll Call
2. Approval of the Minutes of the September 11, 2018 Regular Meeting of the Finance/Personnel Committee.
3. Public Comment and announcements.
4. Approval of September 2018 Police Overtime
5. Fire Department Overtime and LifeQuest Services Billing Report for September, 2018.
6. Consideration of a Request for Proposals for development of the 123 N Broadway Lot (Parcel ED-769). *
7. Consideration and possible action on Residential Infrastructure Policy and Pine Trail Subdivision Infrastructure Agreement. Requested by BASGIG Investors, LLC. *
8. Review Building Code Updates (Chapter 54) related to state statute updates, fences, tents and temporary storage containers. *
9. Consider updates to Compensation Policy*
10. Approval of Anonymous Donation to Replace Crossing Guard Vests*
11. Acceptance of Grant for Mobile Fingerprint Device for Police*
12. Consider Fire Department's Request to Approve Agreement for Fox River Fire District.*
13. Determine Salaries for Mayor and City Council for 2020 and 2021*
14. Consideration of Request of Virginia Huempfer for Deferment of Sidewalk Repair Assessments *

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(f), the Committee may convene in closed session for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

15. Future agenda items.
16. Adjournment

Notice is also given that a majority of the members of the Common Council of the City of De Pere will attend this meeting to gather information about a subject(s) over which they have decision-making responsibility. As such, this committee meeting is also considered a meeting of the Common Council.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Murray Basten
Mark Gigot
Keith Garot
Virginia Huempfer

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 9, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the September 11, 2018 Regular Meeting
of the Finance/Personnel Committee.

ATTACHMENTS:

- September 11, 2018 DRAFT Minutes (DOCX)



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, September 11, 2018

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on Tuesday, September 11, 2018, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

Attendee Name	Title	Status	Arrived
Scott Crevier	Alderman	Present	
Ryan Jennings	Alderman	Present	
Larry Lueck	Alderman	Present	
Casey Nelson	Alderman	Present	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Fire Chief Alan Matzke, Assistant Fire Chief Richard Annen, Finance Director Joe Zegers, Park, Recreation & Forestry Director Marty Kosubucki, Development Services Director Kimberly Flom, Human Resources Director Shannon Metzler and Cindy Van Asten of M3 Insurance.

2. Approval of the Minutes of the August 14, 2018, Regular Meeting of the Finance/Personnel Committee.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Casey Nelson, Alderman
SECONDER: Scott Crevier, Alderman
AYES: Crevier, Jennings, Lueck, Nelson, Walsh

3. Public Comment and announcements. No announcements were made. The Mayor offered the audience an opportunity to speak on any item not on the Agenda; no one came forward.

4. Approval of August 2018 Police Overtime.

Alderman Crevier asked for information on payment responsibility for reimbursed overtime. Administrator Delo advised that the Police Chief was excused from attending this meeting due to the annual Police Department picnic; Alderman Crevier indicated his question could wait until next month's meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael J. Walsh, Mayor
SECONDER: Larry Lueck, Alderman
AYES: Crevier, Jennings, Lueck, Nelson, Walsh

5. Fire Department Overtime and LifeQuest Services Billing Report for August, 2018.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Casey Nelson, Alderman
SECONDER: Ryan Jennings, Alderman
AYES: Crevier, Jennings, Lueck, Nelson, Walsh

Attachment: September 11, 2018 DRAFT Minutes (7504 : Approval of the Minutes of the September 11, 2018 Regular Meeting of the

6. Consideration of AECOM contract amendment for environmental remediation work on the O'Keefe property.*

Aldersperson Nelson asked about the number of lots impacted, and Development Services Director Flom explained that in 2010, the City secured a grant to conduct environmental remediation to make lots marketable for development. The State assigned AECOM to conduct work in the Richo Court area, and since that time, property lines have changed and some lots have been developed, but she will follow-up with more information for the Council meeting on exact properties impacted. She further advised that only City-owned property is being remediated, and the properties will all be in good condition to be sold pursuant to the DNR requirements for contaminated sites.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Aldersperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

7. Consideration of Development Agreement Terms with Milwaukee View LLC for 428 N. Superior (ED-477). *

Aldersperson Crevier asked about an accurate assessed value for January 2020, with the balance by 2021, to which Development Services Director (DSD) Flom advised that the assessor will do partial assessments and that the school and town homes are being treated as separate projects, with the first assessment based upon the completion of the school, not including all of the town homes. She further explained that since the developer is trying to address property ownership, a bullet point was added in the Memo to make the Committee aware of conversations regarding two possible homeowners associations or potentially two separate agreements.

Aldersperson Jennings asked about the 33% TID incentive and buying the property and then selling it for \$1, to which DSD Flom indicated is new with this project and the terms are structured based upon the new tax code as certain developer grants are now taxable at 40%. The City will attain ownership with a transfer of developer's purchase agreement and will then convey property to back developer under the obligations of the agreement. City Attorney Judith Schmidt-Lehman added that the agreement has not been written yet, but it will contain provisions regarding City repurchase of the property. In response to Aldersperson Nelson, DSD Flom explained that the developer has a cure period of 90 days to fix failed contract provisions before the City would proceed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Aldersperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

8. Consideration of feasibility study in order to explore hotel development. *

In response to Aldersperson Crevier, Development Services Director (DSD) Flom explained that the business structure of this franchise may be different from other developers in that it identifies potential sites through investors; utilizes a third party to conduct a feasibility study; and then secures additional investors to continue with the project if the feasibility study generates favorable results. The City would own the feasibility study; TID funds could be used, with the associated costs put back into the project or factored into incentive package options; the City could utilize the study to

approach other hotels if this project does not proceed and the study would be focused on the downtown area.

Alderson Jennings asked about the downtown scope, whether it was limited to TID #7 and TID #9 if paid by a TID, and DSD Flom and Administrator Delo explained that the study would likely cover the entire downtown, but the boundaries of TIDs #7 and #9 do cover most of the areas identified as potential sites, and if a new site is identified outside of those TIDs which results in the creation of a new TID, the feasibility study could be reimbursed from that TID.

Alderson Lueck expressed concern in doing a feasibility study for one specific business. DSD Flom indicated this is a unique request, and she will get some additional information for the Council meeting, but suspects that the franchise wishes the feasibility study to be independent in nature to attract investors. Administrator Delo added from City's perspective, Cobblestone is one of few franchises with a model that would fit well in the downtown and would be favorable to investors who want to be involved in a boutique-style hotel. DSD Flom added that a chophouse restaurant is also a component of Cobblestone's downtown hotels.

Alderson Nelson asked about this type of development being on the radar, and DSD Flom indicated that the recent focus has been on residential, but bringing more visitors to downtown De Pere makes sense. Alderson Jennings asked whether the cultural district market analysis covered hotels; DSD Flom indicated the study was focused on residential, office and retail land uses. Alderson Jennings asked further if any information could be obtained from the Visitors Bureau, and Administrator Delo indicated typically when a new hotel is added in this area, an older one tends to close.

Mayor Walsh added that rooms may be needed in the downtown area if the Cultural Center comes to fruition, and DSD Flom added that the City has a unique environment to enjoy right outside a hotel room.

Alderson Nelson requested that a Cobblestone representative attend the council meeting.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Alderson
AYES:	Ryan Jennings, Casey Nelson, Michael J. Walsh
NAYS:	Scott Crevier, Larry Lueck

9. Recommendation to increase Outreach Activity Coordinator one pay grade as part of the 2019 Compensation Study/Review *

In response to Alderson Crevier's questions, Human Resources Director Metzler indicated that this position was not previously anticipated to be studied and should be the last one; a Compensation Study is required at least once every five years, with the next one possibly in 3-4 years; and from an HR perspective the goal is to hire the best candidate that is a good fit for the City, keep wages competitive and use a more aggressive approach to fill certain positions that are more difficult to recruit, which may require an individual position to occasionally be studied outside of the full compensation study.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

10. Consideration of 2019 Benefit Renewal and Plan Design Changes.*

Human Resources Director Metzler introduced City's Benefit Broker, Cindy Van Asten of M3, and presented the 2019 proposed benefit and plan design changes. Monthly review meetings have taken place with the benefit team in an effort to keep costs down, and while the medical plan will not see many changes, the pharmacy plan will see some considerable changes, primarily to reduce costs of specialty drugs for rare conditions, typically given by injection at the doctor's office. The medical plan is recommended to increase by 3%, the self-insured dental plan will also increase 3% and the fully-insured dental plan will increase 6%.

Cindy Van Asten of M3 explained the pharmacy plan changes are suggested to manage costs within the plan: to provide access to a broader retail vaccination network, control dispensing amounts to limit waste and to counteract drug couponing that only offsets only the member's out-of-pocket cost. Committee members' questions were answered and further discussion was had regarding notification to members impacted by pharmacy plan changes, couponing for specialty/injectable drugs to assist the plan without harming members, the appeal process available through CVS/Caremark and medical necessity changes for home health to the medical plan.

Alderperson Nelson shared his concern with risk of industry shift from coupons or changes resulting in member impact, to which Cindy Van Asten advised that plan review occurs in regular intervals and would occur to protect members in the event of couponing changes. HR Director Metzler added that the City does also give members funds of up to \$2,000 in an HRA account that could be used toward deductible and pharmacy costs.

In response to Alderperson Crevier, it was advised that changes were made to colonoscopy coverage to encourage participation and that employees choose between dental plans, with 70% on the Humana self-insured plan (open access) and 30% on the Dental Associates fully-insured plan (more restricted but better coverage).

Cindy Van Asten explained, in response to Alderperson Jennings, that medications will be obtained from another supply company that has a better contractual rate with CVS/Caremark. In response to Alderperson Nelson, she further advised that there is an appeal process in place if there is a necessity to utilize a preferred brand.

Alderperson Crevier requested that HR Director Metzler provide a chart with the current rates side-by-side with the new proposed rates.

Cindy Van Asten commended HR Director Metzler and the City team's proactive approach and monthly work on the City's plan to manage costs with the least impact to members.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

11. Consideration of City Investment Policy Changes.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

12. Request of Ald. Hansen to consider adopting an ordinance allowing for towing/booting vehicles owned by habitual parking violators (Ald. Hansen has requested to withdraw this item).

RESULT:	WITHDRAWN
----------------	------------------

13. Discuss the Status of the 2019 Budget.

Administrator Delo advised that budget review has been completed with each department by the Mayor, Finance Director and City Administrator. The Finance Department is now compiling data from departments and budget decisions made to this point. Meetings will continue next week, with the goal of completing the Mayor's proposed executive budget by next Wednesday, which is a draft document not put out to the public. Following the study session, the budget is then made available to the public.

RESULT:	DISCUSSED
----------------	------------------

14. Consider Fire Department Staffing Considerations. *

Mayor Walsh moved to go into closed session at 8:25 PM, seconded by Alderperson Crevier. Upon roll call vote, Motion carried unanimously.

Mayor Walsh moved to return to regular order at 9:32 PM, seconded by Alderperson Nelson. Upon roll call vote, Motion carried unanimously.

RESULT:	NO ACTION
----------------	------------------

15. Future agenda items.

None.

16. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 9:33 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of September 2018 Police Overtime

The overtime (OT) report covers a four-week period. Two previous years of overtime report summaries are attached for comparison.

Holiday overtime hours were for the Labor Day, a national holiday, and September 11, a contractual holiday.

The training overtime hours were for Defense and Arrest updates and Taser recertification for all officers.

Officer shift coverage was required due to an officer in K-9 training as a new handler, a new school resource officers starting in school, and training for the new detective sergeant.

Miscellaneous OT of 19.75total hours is comprised of 8.75 hours of Patrol fraction allotments and 11 hours for a SWAT call-out.

Reimbursable Miscellaneous OT of 32 total hours is comprised of 7.5 hours for OWI Task Force deployments and 24.5 hours for the agent we have assigned to the Drug Task Force.

Please let me know if you have any questions about this overtime report.

ATTACHMENTS:

- 2016 PD OT Report Summary (PDF)
- 2017 PD OT Report Summary (PDF)
- September 2018 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50	119.50	113.50	38.50	618.25
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75	4.00	64.00	77.00	485.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25	29.50	14.50	6.00	199.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25	131.00	209.50	103.25	1403.75
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50	15.50	10.00	7.50	16.00	7.00	2.50	11.50	132.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00	173.00	154.00	107.50	1264.50
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00	37.75	73.00	21.00	462.25
HONOR GUARD FOR FUNERAL		7.50						3.00			15.00		25.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50	39.00	15.50	11.00	237.00
COMMUNITY RELATIONS										16.50	5.50		22.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00	4.00	28.00		47.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25	27.50	23.25	21.75	32.00	16.75	274.00
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00	25.00	39.50	5.50	497.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	608.00	766.50	398.00	5898.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	(64.00)	(55.00)	(16.50)	(944.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	544.00	711.50	381.50	4954.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$140,000
Expenditures through 12/23/2016 \$173,667
Percent of Total Budget: 124.05%

NOTES:

* Period 01/02/2016 - 01/29/2016
 **Period 1/30/2016 - 02/26/2016
 ***Period 02/27/2016 - 03/25/2016

+Period 3/26/2016 - 4/22/2016
 ++Period 4/23/2016 - 6/3/2016
 ^Period 6/4/2016 - 7/1/2016

#Period 7/2/2016 - 7/29/2016
 ##Period 7/30/2016 - 8/26/2016
 ^Period 8/27/2016 - 9/23/2016

^^Period 9/24/2016 - 10/21/2016
 *+Period 10/22/2016 - 12/2/2016
 **Period 12/3/2016 - 12/30/2016

Attachment: 2016 PD OT Report Summary (7488 : Police September 2018 Overtime)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	12.00	64.75	39.50	24.75	23.50	15.00	38.00	37.00	18.00	32.75	4.00	23.00	332.25
OFFICER WORKED ON HOLIDAY	97.00	13.75		31.00	97.00	21.75	54.75	8.00	121.75	16.00	66.00	87.00	614.00
OFFICER FOR COURT	9.00	10.00	6.00	1.75	21.00	10.00	4.00	25.00	4.00	22.00	15.00	4.00	131.75
OFFICER TRAINING	207.00	65.50	36.00	39.00	241.75	60.25	16.50	46.75	259.25	203.00	51.25	97.00	1323.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50	16.00	17.50	9.50	16.50	3.00	2.00	12.00	2.00	14.00	135.75
STAFFING LEVEL	63.00	22.50	39.25	39.50	199.50	74.00	66.50	97.50	130.50	209.50	98.00	69.00	1108.75
INVESTIGATION	37.50	44.50	43.50	36.50	73.75	24.50	47.00	26.25	23.50	108.50	28.50	57.50	551.50
HONOR GUARD FOR FUNERAL		2.00		11.00									13.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00	7.00	31.50	15.00		5.00	41.00	61.00	10.00	16.00	253.00
COMMUNITY RELATIONS					2.00			3.50	3.50	3.00			12.00
SPECIAL ASSIGNMENT		6.25					9.00						15.25
SPECIAL ASSIGNMENT REIMBURSED		6.25		18.50	219.50	13.00			8.00	29.50	29.00		323.75
MISCELLANEOUS	27.50	13.50	42.75	20.25	26.25	17.75	10.75	11.50	9.75	35.50	17.00	20.25	252.75
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00	60.00	104.00	67.50	57.50	51.00	30.50	42.50	26.00	19.00	699.00
Gross OFFICER OVERTIME	542.50	429.75	287.50	305.25	1057.25	328.25	320.50	314.50	651.75	775.25	346.75	406.75	5766.00
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	(85.50)	(355.00)	(95.50)	(57.50)	(56.00)	(79.50)	(133.00)	(65.00)	(35.00)	(1275.75)
NET OFFICER OVERTIME	458.50	270.00	217.50	219.75	702.25	232.75	263.00	258.50	572.25	642.25	281.75	371.75	4490.25

Total Overtime Budget: \$145,000.00
Expenditures through 1/02/2018 \$182,422.00
Percent of Total Budget: 125.81%

01/02/2018
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period 1/28/2017 - 2/24/2017
***Period 02/25/2017 - 3/24/2017

+Period 03/25/2017 - 4/21/2017
++Period 4/22/2017 - 6/02/2017
^Period 6/03/2017 - 6/30/2017

#Period 7/1/2017 - 7/28/2017
##Period 7/29/2017 - 8/25/2017
^^Period 8/26/2017 - 9/22/2017

^^^Period 9/23/2017 - 11/3/2017
*+Period 11/4/2017 - 12/1/2017
*+*Period 12/2/2017- 12/29/2017

Attachment: 2017 PD OT Report Summary (7488 : Police September 2018 Overtime)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2018**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	41.50	19.50	10.00	15.50	23.00	14.00	20.00	97.50	33.00				274.00
OFFICER WORKED ON HOLIDAY	105.75	8.00	12.00	42.00	98.25	22.00	70.50	4.00	114.00				476.50
OFFICER FOR COURT	4.00	14.00	13.00	12.00	18.00	12.00	23.50	6.00	14.00				116.50
OFFICER TRAINING	82.00	122.00	71.75	140.00	277.00	164.75	104.50	73.50	179.75				1215.25
OFFICER RELIEF FOR FUNERAL			4.50										4.50
OFFICER ATTEND MEETING	10.50		3.50	15.00	0.50		7.50		10.00				47.00
STAFFING LEVEL	68.00	51.25	97.75	61.50	87.50	92.00	83.00	73.75	140.50				755.25
INVESTIGATION	50.75	77.00	82.25	87.50	40.75	27.50	39.00	55.50	15.00				475.25
HONOR GUARD FOR FUNERAL						15.50		3.00					18.50
SCHOOL LIAISON REIMBURSED	12.50	25.50	10.00	19.00	33.75	27.50		15.00	61.00				204.25
COMMUNITY RELATIONS						1.50		2.00	3.00				6.50
SPECIAL ASSIGNMENT						6.50							6.50
SPECIAL ASSIGNMENT REIMBURSED		17.50	9.50		212.75		26.50		13.50				279.75
MISCELLANEOUS	16.00	19.00	10.75	25.75	35.00	10.75	9.00	18.50	19.75				164.50
MISCELLANEOUS REIMBURSED	33.00	41.50	79.00	20.00	32.50	23.50	25.00	34.00	32.00				320.50
Gross OFFICER OVERTIME	424.00	395.25	404.00	438.25	859.00	417.50	408.50	382.75	635.50	0.00	0.00	0.00	4364.75
SUBTOTAL REIMBURSED OVERTIME	(45.50)	(84.50)	(98.50)	(39.00)	(279.00)	(51.00)	(51.50)	(49.00)	(106.50)	0.00	0.00	0.00	(804.50)
NET OFFICER OVERTIME	378.50	310.75	305.50	399.25	580.00	366.50	357.00	333.75	529.00	0.00	0.00	0.00	3560.25

Total Overtime Budget: **\$150,000.00**

Expenditures through 10/02/2018 **\$129,960.87**

Percent of Total Budget: **86.64%**

NOTES:

* Period 12/30/2017 - 1/26/2018

**Period 1/27/2018 - 2/23/2018

***Period 2/24/2018 - 3/23/2018

+Period 3/24/2018 - 4/20/2018

++Period 4/21/2018 - 6/1/2018

^Period 6/2/2018 - 6/29/2018

#Period 6/30/2018 - 7/27/18

##Period 7/28/2018 - 8/24/2018

^^Period 08/25/2018 - 09/21/2018

^^^Period

*+Period

*+*Period

Attachment: September 2018 PD OT Report (7488 : Police September 2018 Overtime)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 9, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Services Billing Report for September, 2018.

ATTACHMENTS:

- FD SEPT 2018 OT RPT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2017

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	219.75	184.50	154.50	147.00	184.75	75.00	132.00	78.00	51.00	100.25	54.00	168.00	1,548.7
EMS TRAINING	24.00	257.50	72.00	40.50	89.00	0.00	0.00	0.00	75.00	81.00	81.00	66.50	786.50
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25	21.25	12.75	0.00	3.75	54.25	22.25	62.50	628.00
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00	9.25	0.00	19.50	7.25	18.00	6.75	8.50	135.25
FIRE CALLS	0.00	0.00	8.75	0.00	0.00	0.00	6.00	0.00	1.25	0.00	0.00	14.50	30.50
MEETINGS	37.00	55.25	60.00	53.00	16.75	22.50	5.25	0.00	15.00	32.00	33.25	4.50	334.50
STAFFING REP.	34.50	0.00	0.00	72.00	99.75	72.00	64.25	0.00	20.25	11.00	85.50	36.00	495.25
MAINTENANCE	0.00	0.00	0.00	0.00	0.75	14.25	0.00	0.00	0.00	16.50	12.00	0.00	43.50
PUB. ED.	9.75	0.00	9.00	15.00	3.75	5.00	0.00	3.75	9.00	81.25	0.00	0.00	136.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00	0.00	0.00	29.50	66.00	22.50	6.00	0.00	398.00
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00	31.00	41.00	41.00	22.00	31.00	25.00	48.00	396.00
# EMS RUNS	174.00	163.00	172.00	178.00	187.00	180.00	170.00	182.00	161.00	180.00	151.00	204.00	2,102.0
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00	6.00	4.00	1.00	1.00	3.00	4.00	1.00	41.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	219.25	220.25	130.75	248.50	416.75	300.75	360.50	4,536.7

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2018

REASON	Jan.*	Feb.**	Mar.***	Apr.+	May++	June+++	July^	Aug.^	Sept.^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	153.00	117.00	196.50	190.25	135.00	129.00	48.25	129.00	135.25				1,233.2
EMS TRAINING	79.50	31.50	98.00	67.00	61.50	17.75	0.00	0.00	98.50				453.75
FIRE TRAINING	21.75	31.50	24.00	18.00	94.25	16.00	18.50	15.75	0.00				239.75
RESCUE CALLS	17.00	6.75	16.50	10.50	4.00	10.75	4.50	0.00	0.00				70.00
FIRE CALLS	1.00	4.00	0.50	1.25	0.00	0.00	0.00	1.75	0.00				8.50
MEETINGS	30.25	41.25	10.50	12.75	3.75	5.50	4.25	31.50	17.25				157.00
STAFFING REP.	0.00	0.00	77.25	109.00	93.75	36.00	83.00	69.75	85.50				554.25
MAINTENANCE	26.50	6.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00				33.25
PUB. ED.	13.50	0.00	17.75	0.75	14.25	6.00	6.00	19.50	29.25				107.00
SPECIAL EVENTS	58.75	0.00	0.00	0.00	211.50	0.00	0.00	32.50	0.00				302.75
# FIRE RUNS	39.00	35.00	31.00	47.00	38.00	39.00	46.00	48.00	50.00				373.00
# EMS RUNS	193.00	168.00	164.00	196.00	179.00	179.00	169.00	194.00	202.00				1,644.0
DISPATCH ERRORS	6.00	1.00	2.00	4.00	5.00	4.00	6.00	4.00	1.00				33.00
TOTAL HRS.	401.25	238.75	441.00	409.50	618.00	221.00	164.50	299.75	365.75	0.00	0.00	0.00	3,159.5

Special Events Included in Overtime

Total Overtime Budget \$95,000, Expenditures through September 5, 2018 \$66,798, 70%

*Period: 12/30/17-01/26/18 +Period: 03/24/18-04/20/18 ^Period: 06/30/18-07/27/18 #Period:
**Period: 01/27/18-02/23/18 ++Period: 04/21/18-06/01/18 ^^Period: 07/28/18-08/24/18 ##Period:
***Period: 02/24/18-03/23/18 +++Period: 06/02/18-06/29/18 ^^^Period: 08/25/18-09/21/18 ###Period:

Attachment: FD SEPT 2018 OT RPT (7498 : Fire Department Overtime and LifeQuest Services Billing Report for September, 2018.)

**DE PERE FIRE RESCUE
SEPTEMBER, 2018
*OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
9/10/18	24	36
9/17/18	9	13.5
TOTAL	33	49.5

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

DE PERE FIRE RESCUE STRUCTURAL FIRE "STILL" ALARMS FOR SEPTEMBER 2018



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
09/01/2018	1752 Burgoyne Court	Alarm system activation, no fire, unintentional	E111, E121	Investigate	N/A
09/02/2018	1260 Pershing Road	Alarm system activation, no fire, unintentional	E111, E121	Investigate	N/A
09/03/2018	2001 American Blvd.	Smoke detector activation due to malfunction	E111, E121	Investigate	N/A
09/04/2018	1330 Glory Road (Village of Ashwaubenon)	Fires in structure other than in building	C101, L111	Investigate	N/A
09/04/2018	Lost Dauphin/Red Maple	Arcing, shorted electrical equipment	E111, E121	Investigate	N/A
09/04/2018	820 N. Libal Street	Cooking fire, confined to container	C101, E111, E121	Investigate, burnt food in microwave	N/A
09/05/2018	205 Pleasant Place	Carbon monoxide incident	E111, E121	Investigate	N/A
09/06/2018	1450 Scheuring Road	Excessive heat, scorch burns with no ignition	C102, E121	Investigate	N/A
09/07/2018	Building fire	Extinguishment by fire service personnel, salvage & overhaul	C102, E111, E111, E121	Investigate	Dispatched & Canceled
09/09/2018	1234 Bellevue Street (Village of Bellevue)	Smoke from barbecue	L111	Standby	N/A
09/13/2018	2625 Packerland Drive (Village of Ashwaubenon)	Possible structure fire	C102, L111	Dispatched & Canceled en route	N/A
09/15/2018	448 N. Huron Street	Arcing, shorted electrical equipment	E111	Investigate	N/A
09/15/2018	430 Grant Street	Carbon monoxide detector activation, no CO	E121	Investigate	N/A
09/16/2018	2000 American Blvd.	Alarm system activation, no fire, unintentional	E111, E121	Investigate	N/A
09/16/2018	1340 Eminence (Village of Ashwaubenon)	Structure fire	L111	Dispatched & Canceled en route	N/A
09/16/2018	1312 Scheuring Road	Cooking fire, confined to container	A111, E111, E121	Ventilate	N/A
09/17/2018	2042 Lawrence Drive	Carbon monoxide incident	E111	Ventilate	N/A
09/17/2018	2246 Samantha Street	Trash or rubbish fire, contained	C102, E121	Extinguishment by fire service personnel	N/A
09/18/2018	1334 Fox River Drive	Fire alarm sounded due to malfunction	C102, E121	Investigate	N/A

Attachment: FD SEPT 2018 OT RPT (7498 : Fire Department Overtime and LifeQuest Services Billing Report for September, 2018.)

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
09/19/2018	1139 Twilight Drive	Smoke or odor removal	E111, E121	Investigate	N/A
09/20/2018	446 S. Fox Croft Drive	Chemical spill or leak	C102, E111	Hazardous materials spill control & confinement	N/A
09/21/2018	1103 Tanager Trail	Carbon monoxide detector activation due to malfunction	E111	Investigate	N/A
09/23/2018	331 Main Avenue	Smoke from building	C101, E111, E121	Investigate, oven cleaning	N/A
09/23/2018	2356 Jubilee Drive (Village of Bellevue)	Oven fire	C101, L111	Dispatched & Canceled en route	N/A
09/23/2018	216 Riverview Avenue	Carbon monoxide detector activation due to malfunction	E121	Investigate	N/A
09/23/2018	1609 Quinnette Lane	Smoke or odor removal	E111, E121	Investigate	N/A
09/25/2018	805 4th Street	Carbon monoxide detector activation, no CO	E121	Investigate	N/A
09/27/2018	525 N. 10th Street	Trash or rubbish fire, contained	C101, C102, E111, E121	Investigate, ventilate	Dispatched & Canceled
09/27/2018	3120 Packerland Drive (Village of Ashwaubenon)	Restaurant fire	L111	Dispatched & Canceled en route	N/A
09/27/2018	2001 American Blvd.	Smoke detector activation, no fire, unintentional	E111, E121	Investigate	N/A
09/30/2018	1000 Fort Howard Avenue	Smoke detector activation, no fire, unintentional	E111, E121	Investigate	N/A
09/30/2018	1551 Lawrence Drive	Defective elevator, no occupants	E121	Investigate	N/A
09/30/2018	119 Crestview Lane	Carbon monoxide detector activation due to malfunction	E111	Investigate	N/A

Attachment: FD SEPT 2018 OT RPT (7498 : Fire Department Overtime and LifeQuest Services Billing Report for September, 2018.)

**LIFEQUEST MEDICAL BILLING - 2018
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	163,001	141,019	158,773	158,639	108,551	146,882
PAYMENTS	52,987	64,975	69,435	71,073	84,800	53,162
CREDIT ADJUSTMENTS	56,314	62,390	63,653	60,363	70,069	59,250

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	121,266	133,260	137,712			
PAYMENTS	67,954	45,566	62,667			
CREDIT ADJUSTMENTS	53,160	49,190	45,971			

Payments to LifeQuest	
Jan. 2018	2,588
Feb. 2018	2,935
March 2018	3,449
April 2018	3,896
May 2018	4,199
June 2018	2,444
July 2018	3,409
Aug. 2018	2,162
Sept. 2018	3,165
Oct. 2018	
Nov. 2018	
Dec. 2018	
Total Paid	\$28,247

City Of De Pere
Income and Expenditures
September 2018
All Phases

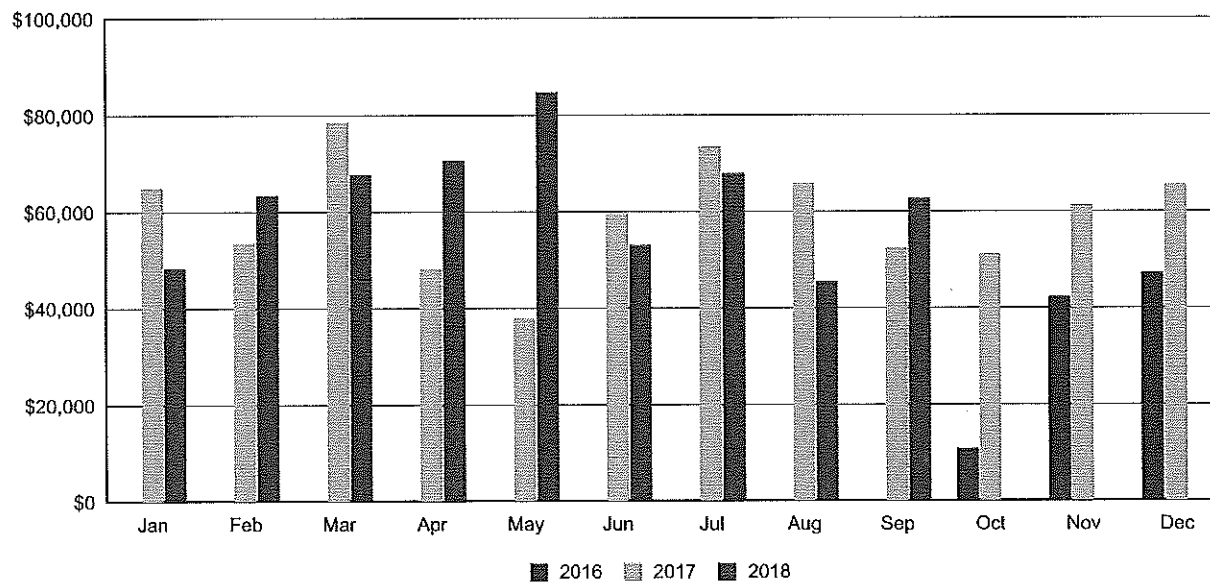
Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$118,018.60	\$19,693.34	\$137,711.94
Other	+	\$0.00	\$0.00	\$0.00
Subtotal of Charges		\$118,018.60	\$19,693.34	\$137,711.94
Account Transfers		\$7,623.78	\$12,069.56	\$19,693.34
Credit Summary				
Total Credits		\$104,825.27	\$5,351.05	\$110,176.32
Less Adjustments	-	\$44,129.10	\$1,842.20	\$45,971.30
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$1,538.00	\$1,538.00
Less Overpayments	-	\$(1,129.92)	\$0.00	\$(1,129.92)
Gross Payments Received		\$61,826.09	\$1,970.85	\$63,796.94
Plus Overpayment Returns	+	\$(36.13)	\$0.00	\$(36.13)
Net Payments Received		\$61,789.96	\$1,970.85	\$63,760.81
Less Payments Kept By Service	-	\$103.76	\$0.00	\$103.76
Total Deposits Reconciliation		\$61,686.20	\$1,970.85	\$63,657.05
Summary of Disbursement				
Total Deposits & Payments Kept By		\$61,789.96	\$1,970.85	\$63,760.81
Plus Overpayment Refunds	+	\$(1,093.79)	\$0.00	\$(1,093.79)
Gross Revenue		\$60,696.17	\$1,970.85	\$62,667.02
LifeQuest Fee		\$2,731.33	\$433.58	\$3,164.91
Plus Probate Fees	+	\$0.00	\$0.00	\$0.00
Other / Fees	-	-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$2,731.33	\$433.58	\$3,164.91
Service Revenue		\$57,964.84	\$1,537.27	\$59,502.11
Less Payments Kept By Service	-	\$103.76	\$0.00	\$103.76
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$0.00	\$0.00
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$57,861.08	\$1,537.27	\$59,398.35

Messages:

Total Deposits EOM differ from bank statement by \$-1134.93 due to 9.5 \$36.13 ACH return, 7.18 \$89.94 unity posted on 9.27, 7.19 \$174.08 uhc of wi posted on 9.12, 8.6 \$1034.00 umr posted on 9.12, 8.23 \$186.33 aarp posted on 9.12, 8.20 \$255.74 ngs posted on 9.4, 9.6 \$233.36 uhc of wi not posted, and 9.26 \$335.67 hwho not posted. blt 10.1.18

All Phases Gross Revenue

City of De Pere
January 2016 to September 2018



	2016	2017	2018
January	\$0	\$65,035	\$48,362
February	\$0	\$53,532	\$63,538
March	\$0	\$78,566	\$67,787
April	\$0	\$48,367	\$70,664
May	\$0	\$38,017	\$84,800
June	\$0	\$59,532	\$53,162
July	\$0	\$73,500	\$67,954
August	\$0	\$65,845	\$45,566
September	\$0	\$52,557	\$62,667
October	\$10,906	\$51,374	\$0
November	\$42,469	\$61,219	\$0
December	\$47,293	\$65,635	\$0
Total Gross Revenue	\$100,667	\$713,180	\$564,500

City Of De Pere

Billing Summary

September 2018

Phase 1

Charges

Billing Charges		\$118,018.60	
Other	+	\$0.00	
Subtotal of Charges			\$118,018.60

Account Transfers

Billing to Collections Transfer Total			\$7,623.78
---------------------------------------	--	--	-------------------

Credit Summary

Total Credits		\$104,825.27	
Less Adjustments	-	\$44,129.10	
Less Overpayments	-	\$(1,129.92)	
Gross Payments Received			\$61,826.09
Plus Overpayment Returns	-	\$(36.13)	
Net Payments Received			\$61,789.96
Less Payments Kept By Service	-	\$103.76	
Total Deposits Reconciliation			\$61,686.20

Summary of Disbursement

Total Deposits & Payments Kept By		\$61,789.96	
Plus Overpayment Refunds	+	\$(1,093.79)	
Gross Revenue			\$60,696.17
LifeQuest Fee		\$2,731.33	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$2,731.33
Service Revenue		\$57,964.84	
Less Payment Kept By Service	-	\$103.76	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$57,861.08

Messages:**Legend:****Charges - Other:** Includes insurance interest, transaction fees, probate fees**Credit Summary - Less Overpayments:** Includes recoupments, refunds, returns, service payables**Credit Summary - Plus Overpayment Returns:** Includes NSF/bank returned type payments

Billing Reconciliation Summary

City of De Pere

For the month of September 2018

Beginning Balance of Accounts Receivables			\$235,094.70
Total Charges entered for the Month		+	\$118,018.60
Adjustments			
Intercept	\$0		
Per Contract	\$0		
Account Transfer Total	\$7,623.78		
Other	\$36,505.32		
Total Adjustments for the Month	\$44,129.10	-	\$44,129.10
Payments			
Cash	\$14,590.37		
Contract Payments	\$0		
Credit Card	\$0		
Direct Deposit	\$42,081.72		
Hospital	\$0		
Insurance	\$5,050.24		
Payment Kept By	\$103.76		
Other	\$0		
	\$61,826.09	-	\$61,826.09
Overpayment			
Recoupment	\$0		
Refunds	\$(1,093.79)		
Returns	\$(36.13)		
Service Payable	\$0		
Other	\$0		
	\$(1,129.92)	-	\$(1,129.92)
Total for Reconciliation Summary			\$248,288.03
Ending Balance of Accounts Receivables			\$248,288.03

Total Page : 1 of 1
Page : 1 of 1
Date : 09/30/2018
Time : 20:34:28

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Totals
Oct 2017	0	19943	25613	8406	2790	3857	585	957	100	100	0	0 \$	6235
115859	0	17.2	22.1	7.3	2.4	3.3	0.5	0.8	0.1	0.1	0	0 %	53.1
Nov 2017		979	18831	13157	9760	2063	1973	525	154	1065	-143	100 \$	4846
97943		1	19.2	13.4	10	2.1	2	0.5	0.2	1.1	-0.1	0.1 %	49.1
Dec 2017			69	21625	21392	7998	5086	2150	1571	1068	118	506 \$	6158
123951			0.1	17.4	17.3	6.5	4.1	1.7	1.3	0.9	0.1	0.4 %	49.1
Jan 2018				2039	21972	19979	8938	7815	658	1125	-105	833 \$	6325
128091				1.6	17.2	15.6	7	6.1	0.5	0.9	-0.1	0.7 %	49.1
Feb 2018					3686	22577	13786	4931	4998	3485	-6	2534 \$	5599
111110					3.3	20.3	12.4	4.4	4.5	3.1	0	2.3 %	50.1
Mar 2018						4055	26786	17543	6347	5065	-6	419 \$	6020
118582						3.4	22.6	14.8	5.4	4.3	0	0.4 %	50.1
Apr 2018							3445	36786	11277	7499	2399	733 \$	6213
125326							2.7	29.4	9	6	1.9	0.6 %	49.1
May 2018								7957	24645	15251	4391	2068 \$	5431
113240								7	21.8	13.5	3.9	1.8 %	4
Jun 2018									4207	25686	14433	8076 \$	5240
114068									3.7	22.5	12.7	7.1 %	45.1
Jul 2018										5253	16866	18074 \$	4019
106754										4.9	15.8	16.9 %	37.1
Aug 2018											6334	25195 \$	3152
122254											5.2	20.6 %	25.1
Sep 2018												69 \$	€
79374												0.1 %	0
Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo	
Extended	2.8	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	2.8	20.4	14.8	6.3	3.5	1.6	0.6	0.8	0.5	0.1	0	0	

Attachment: FD SEPT 2018 OT RPT (7498 : Fire Department Overtime and LifeQuest Services Billing Report for September, 2018.)

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration of a Request for Proposals for development of the 123 N Broadway Lot (Parcel ED-769). *

ATTACHMENTS:

- FP Staff Report 10-2018 (PDF)
- Parking Inventory Spring 2018(PDF)
- 123 N Broadway DRAFT RFP 10-2018 (PDF)

City of De Pere MEMORANDUM



To: Finance and Personnel Committee
From: Kimberly Flom, Development Services Director
Date: October 9, 2018

RE: **Consideration of a Redevelopment Request for Proposals for Parcel ED-769, generally known as 123 Broadway Lot. ***

Project Background

In February 2018, the Finance and Personnel Committee and Common Council recommended that the City issue a Request for Proposals for Development for parcel ED-769 (generally known as the 123 Broadway Lot).

At the time, Karen Classen of SKB Management Inc. was interested in acquiring the property in order to construct a four-story mixed-use building. Staff began assembling the information needed to draft a Request for Proposals (appraisal, Phase 1 Environmental Assessment, etc.). However, in May of 2018, SKB representatives informed the City that they were no longer interested in pursuing the site, noting that the project, as estimated, did not perform financially and that Karen would be pursuing other properties.

Property Appraisal and Phase 1 Environmental Assessment

The property appraisal, completed by Weiler Appraisal Inc., concludes that the site is valued at \$126,000 (sales comparison approach) as of March 15, 2018. This appraisal was completed prior to the Phase 1 Environmental Assessment. The full appraisal report is available upon request.

The Phase 1 Environmental Assessment, completed by Robert E. Lee & Associates Inc., identified a few areas that required additional research. A copy of the full report is available upon request.

1. The prior presence of structures and associated demolition and rebuilding of the Property dating to the late 1800s may have resulted in fill materials present that are of unknown source or may have structural limitations to construct a building without formal testing.
2. The presence of a closed ERP (Environmental Repair Program) case at the adjacent property to the west (100 N. Front Street) represents an REC (recognized environmental condition). Based on our review of the information available, limited soil investigation and no apparent groundwater investigation prevents the ability to determine if impacts extend to the subject Property.
3. Detections of TCE and PCE (manmade chemicals often used in manufacturing) at a nearby property to the north and lack of vapor testing at those sites presents a vapor concern for the Property.

Based on these concerns, the consultant recommends additional investigation on site to assess the soil and water quality. This assessment, which would cost \$13,000 to \$14,000, may help estimate costs of mitigation/removal, if necessary.

Parking

Pursuing redevelopment on this parcel would result in the loss of the 27 public parking spaces currently on the site. In order to review that impact, City staff conducted a series of parking counts for this lot and surrounding

lots in the spring of 2018. The resulting data, which is attached for review, shows general usage at different times of the day. Based on the inventory, it appears that there are other lots in the area, and street parking, that could absorb the surface public spaces on this property. However, the amount of parking required for any new development on this property is still an important cost component for any proposed development.

Development Climate

The current Development Climate is challenging for properties in Downtown De Pere. Construction costs in particular, continue to rise steadily and do not show any signs of plateau.

The SKB team was not the only group that expressed concern over financial performance of a project on this property. An area developer drafted a preliminary pro forma for a mixed use building (first floor commercial and upper floor residential) on this site. Preliminary calculations show that even a 2-story building assessed at \$1,500,000 with surface parking could require a \$650,000 (43%) TIF incentive. This would be in addition to providing the land at minimal to no cost. A four-story building assessed at \$4,100,000, with underground parking, could require \$1,500,000 (33%), a higher dollar amount, but lower percent, and ultimately more valuable project.

Every development is different (land use, building type, capital stack), and the above financial information is provided as only one example of what could be developed. However, it does appear that, in order to support the type of urban development recommended by the Downtown Master Plan and Cultural District Master Plan, some level of City incentive (likely TID) would be required to make a project on this site work at this time. The property is currently not in a TID.

The Brown County Housing Authority may be another possible funding source if a proposed project includes some units that are reserved for workforce housing (80% of median income). This funding can be providing in a number of ways, including vouchers, grants or low interest loans. It is unlikely, however, that this funding source would be enough to cover the entire financial gap.

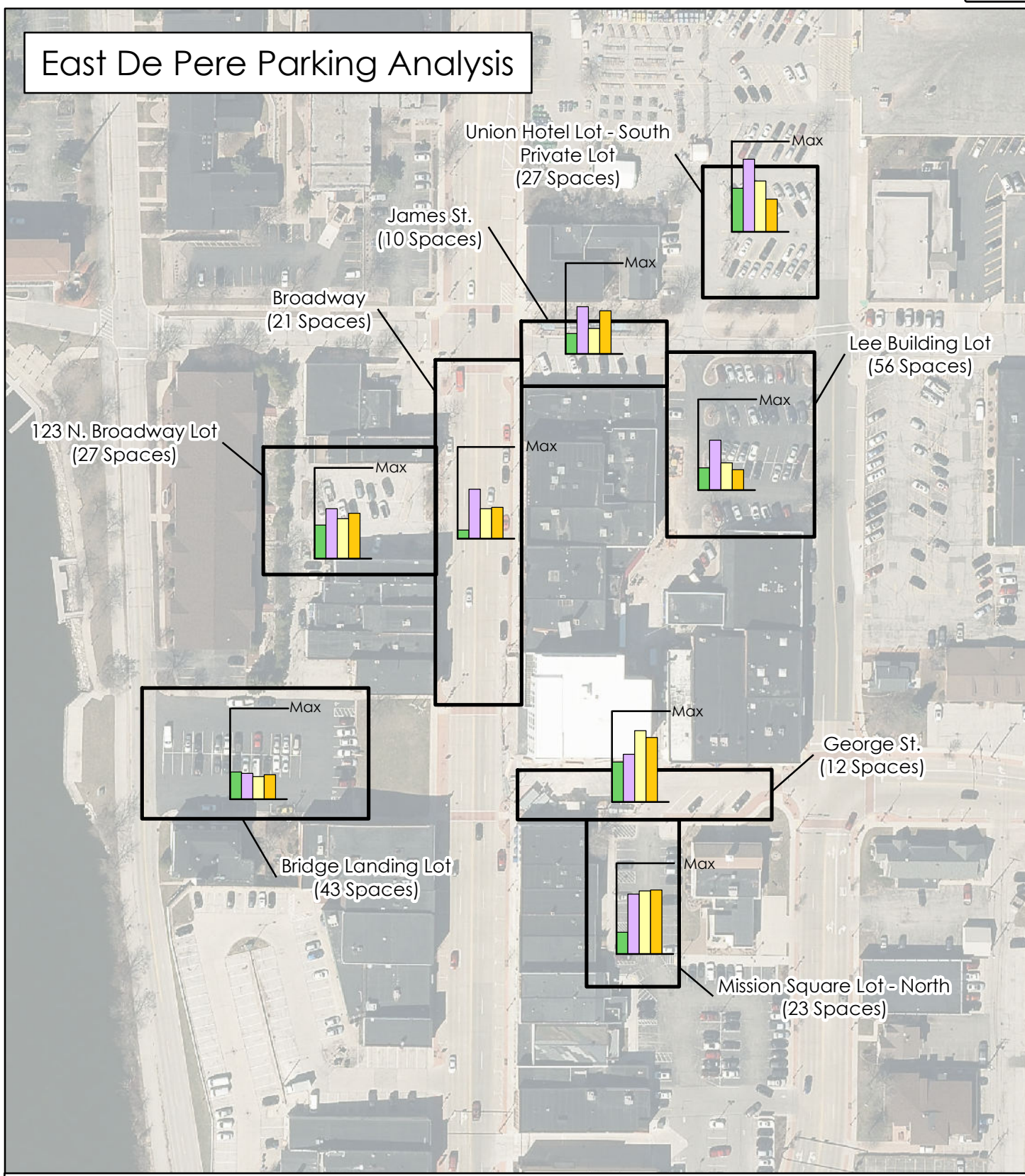
Development Request for Proposals

A draft RFP is provided for review and comment. Originally, we planned to provide an RFP to the Council for final review in May or June of 2018. However, given the additional information about the site, we are reintroducing this item to the Finance and Personnel Committee for further discussion and direction. Successful RFP's include as much information as possible in order to yield realistic responses that meet the City's vision for the property. Some considerations include:

- 1) Is the City comfortable creating a TID District on the north side of Downtown to facilitate redevelopment of this area?
- 2) Parking will be a key cost driver in any development scenario. What parking requirement would be required for any new development (102 on Broadway provided .93 spaces for each residential unit and 0 spaces for commercial)?
- 3) The RFP can be issued without pursuing the next phase of environmental analysis, but there may be unknown costs to the project based on the Phase 1 ESA findings.

The Common Council will also review this item. If you have any questions prior to the meeting, feel free to contact me.

East De Pere Parking Analysis



Parking Information

- 100 % Full
- 75 % Full
- 50 % Full
- 25 % Full
- Breakfast (7:15am-9am)
- Lunch (10:15am-1:30pm)
- Dinner (3pm-5:15pm)
- Night (7:15pm-9:45pm)

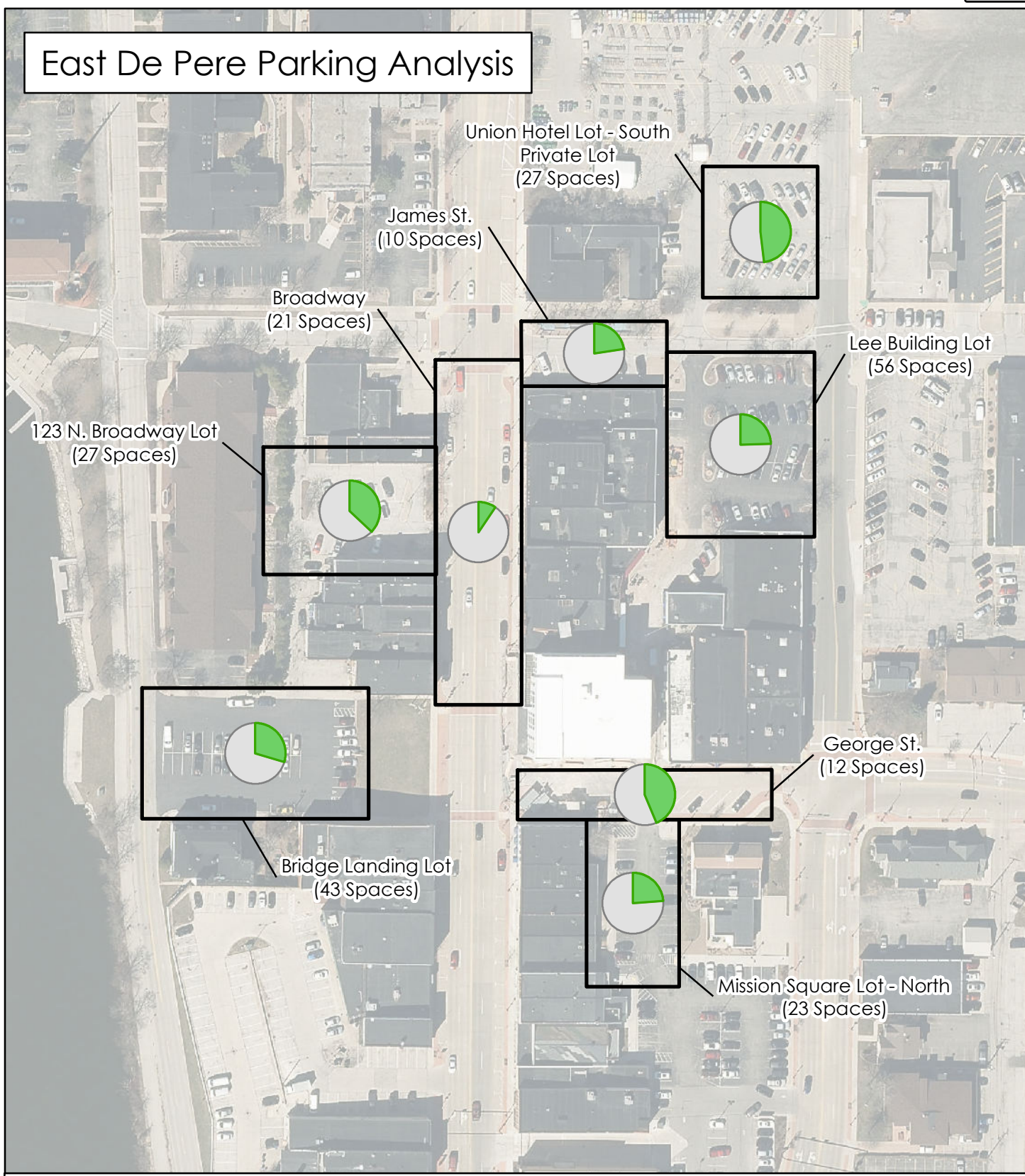
*Percent full is the average percent full of all surveys for a given time period.

1 inch = 125 feet

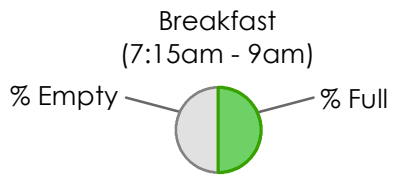


This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, for a particular use, of the information contained in or comprising, this map. The attached files are in the Brown County coordinate system NAD83(91). NAVD88. KLV 9/26/2018 \172.30.100.54\libraryshare\$\Property\Information\East\123 N BROADWAY ST\Planning\Pa

East De Pere Parking Analysis



Parking Information



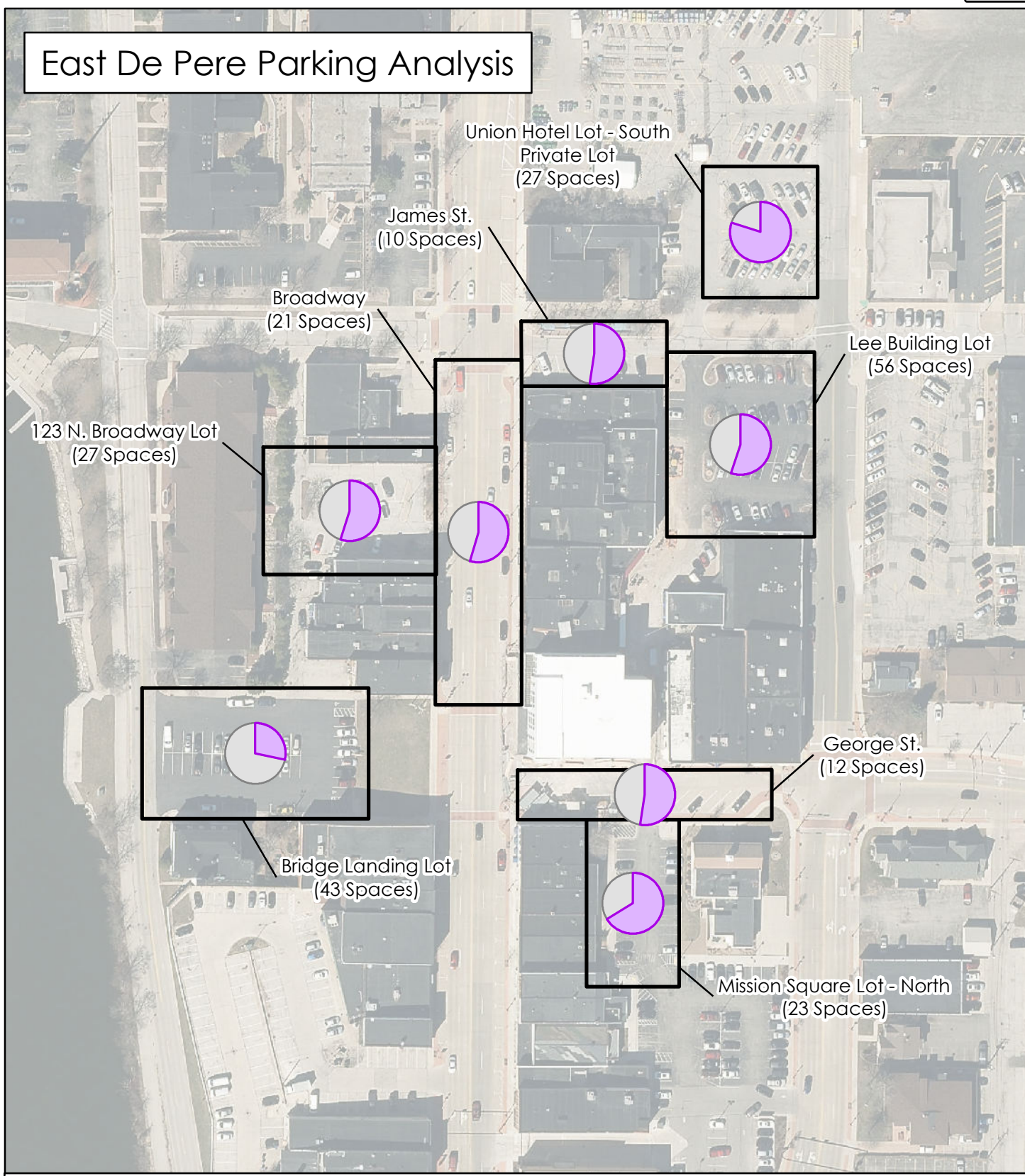
Total Surveys = 4
Date: 3/15/18 - 4/11/18

1 inch = 125 feet

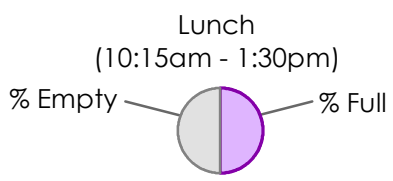


*Percent full is the average percent full of all surveys for the given time period.
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, for a particular use, of the information contained in or comprising, this map. The attached files are in the Brown County coordinate system NAD83(91). NAVD88. KLV 9/26/2018 1172.30 100.54libraryshare\$PropertyInformationEast123 N BROADWAY STPlanningPa

East De Pere Parking Analysis



Parking Information



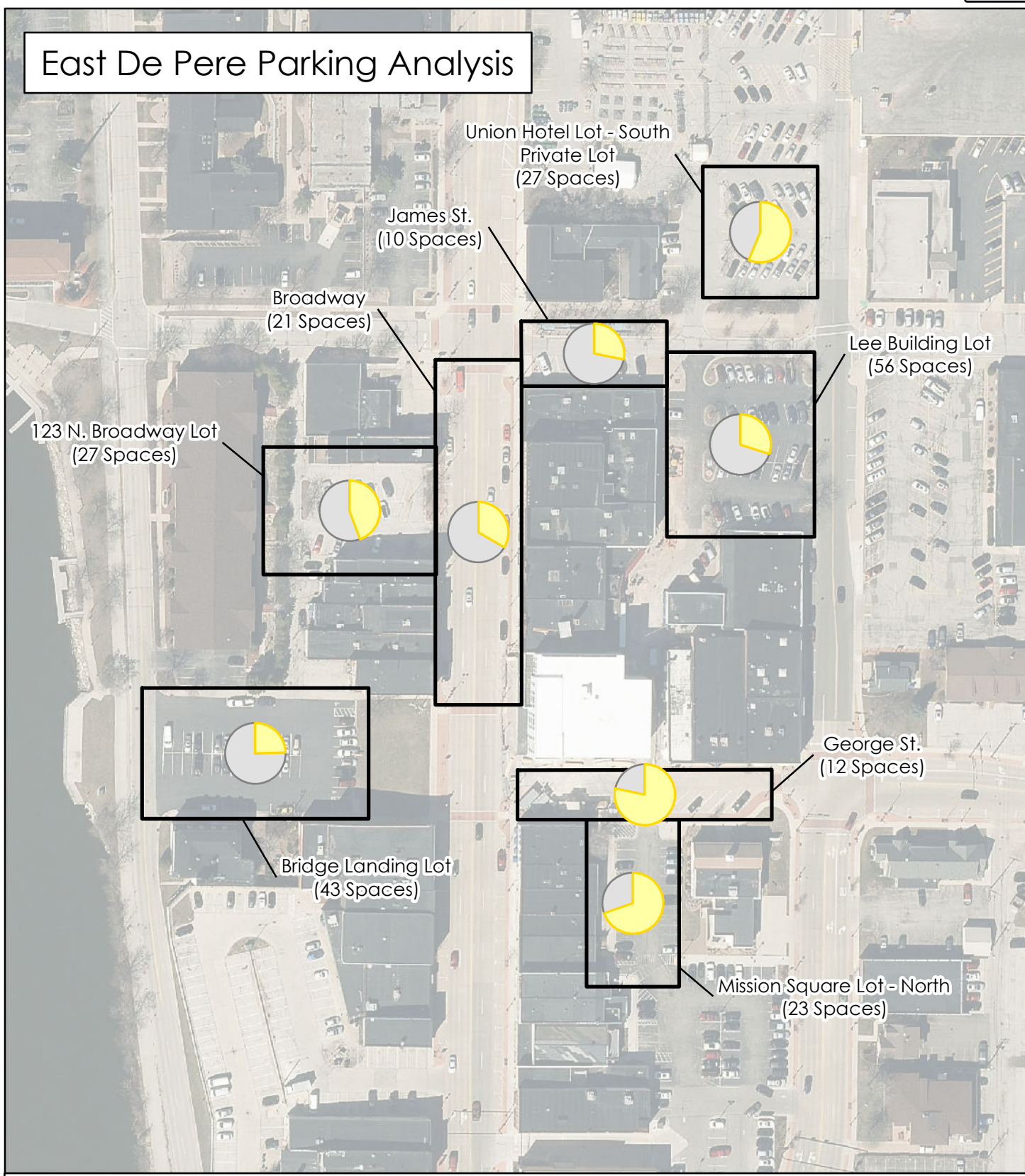
Total Surveys = 13
Date: 3/6/18 - 3/30/18

1 inch = 125 feet

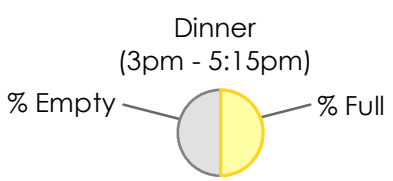


*Percent full is the average percent full of all surveys for the given time period.
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, for a particular use, of the information contained in or comprising, this map. The attached files are in the Brown County coordinate system NAD83(91). NAVD88. KLV 9/26/2018 1172.30 100.54libraryshare\$PropertyInformationEast123 N BROADWAY STPlanningPa

East De Pere Parking Analysis



Parking Information



Total Surveys = 5
Date: 3/12/18 - 4/11/18

1 inch = 125 feet

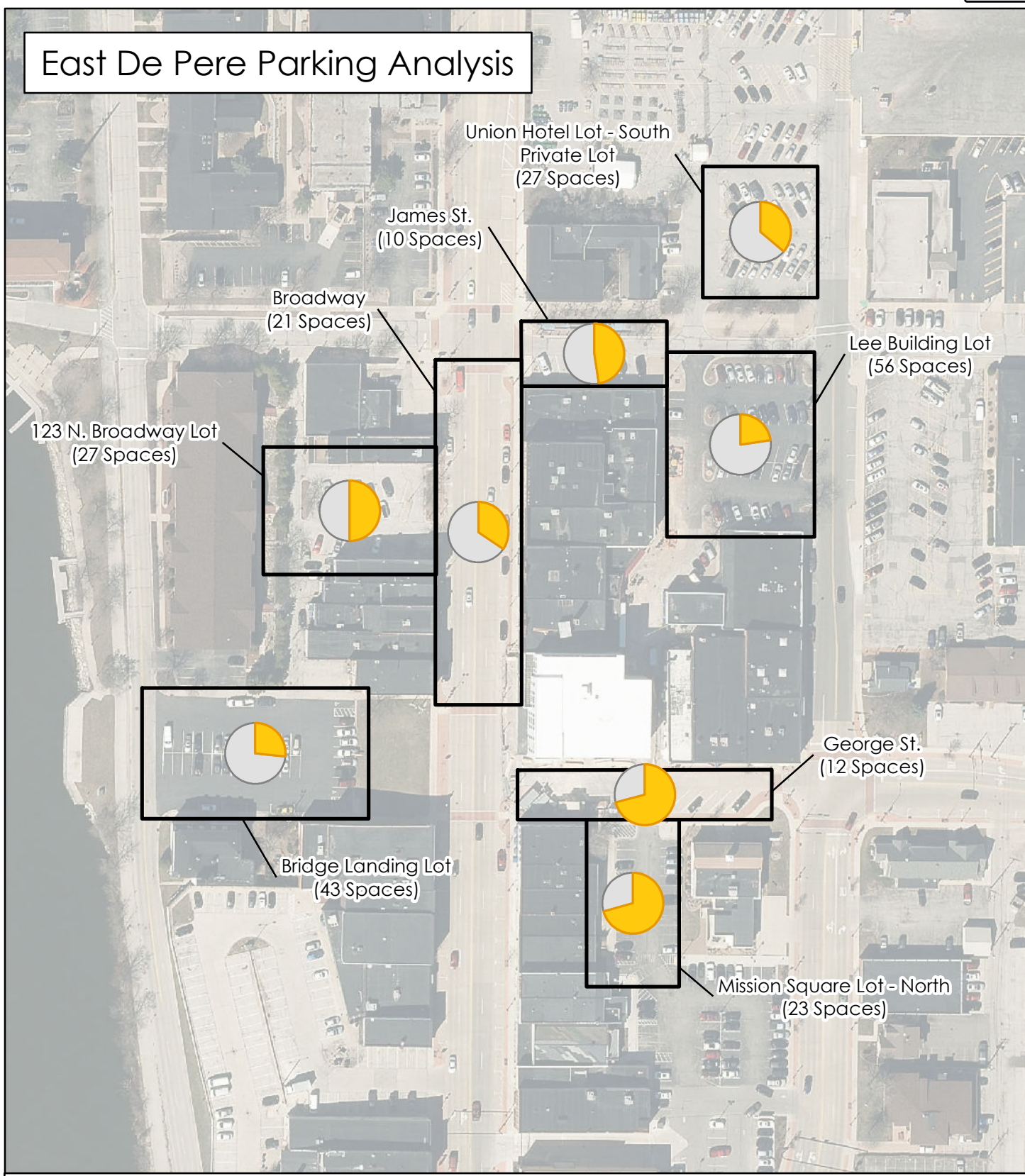


*Percent full is the average percent full of all surveys for the given time period.

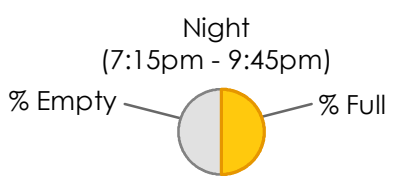
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, for a particular use, of the information contained in or comprising, this map. The attached files are in the Brown County coordinate system NAD83(91), NAVD88, KLV 9/26/2018 \172.30.100.54\libraryshare\$PropertyInformation\East123 N BROADWAY ST\PlanningPa

Attachment: Parking Inventory Spring 2018 (7387 : Consideration of a Request for Proposals for development of the 123 N Broadway Lot

East De Pere Parking Analysis



Parking Information



Total Surveys = 4
Date: 3/19/18 - 4/14/18

1 inch = 125 feet



*Percent full is the average percent full of all surveys for the given time period.
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, for a particular use, of the information contained in or comprising, this map. The attached files are in the Brown County coordinate system NAD83(91). NAVD88. KLV 9/26/2018 1172.30 100.54libraryshare\$PropertyInformationEast123 N BROADWAY STPlanningPa

DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

Introduction and Summary

The City of De Pere (City) seeks redevelopment proposals for a development opportunity of a 10,498 s.f. City owned parcel located at 123 N Broadway (ED-769). The City will consider proposals from qualified developers interested in constructing a high quality mixed-use building. Proposals must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00p.m. on **Month XX, 2018**.

City of De Pere

The 25,000 people who call De Pere, Wisconsin home know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.



City of De Pere
Wisconsin

Downtown Vision

In 2010, the City completed a *Downtown Master Plan* that sets a vision for the future of Downtown De Pere and outlines areas for redevelopment. The City Comprehensive Plan and Zoning Code also establish design and development guidelines.

The Downtown Master Plan did not specifically include this site as a redevelopment project. However, redevelopment of the lot aligns with many of the goals of the Downtown Master Plan, including:

- Increasing business and private investment (encourage new private investment)
- Adding life to the District (activate underused sites)
- Creating new neighborhoods in the downtown (increase residential)

PROJECT GOALS

MAKE DOWNTOWN A DESTINATION THAT:

- Attracts more residents and visitors
- Has increased vibrancy and vitality
- Is connected to the Fox River
- Is a walkable and unified district
- Provides ample opportunity for public art and cultural amenities

LEVERAGE THE POTENTIAL MULVA CULTURAL CENTER AS A CATALYST TO:

- Promote economic growth
- Emphasize cultural arts

PRESERVE THE CHARM AND QUALITY OF DOWNTOWN DE PERE BY:

- Maintaining existing historic buildings
- Complementing historic character with new development that has an appropriate scale and articulation while strategically locating higher density development to accommodate growth and preserve character
- Balance growth with change, including traffic and parking needs
- Providing a balanced program that serves all ages

2018 Cultural District Master Plan Goals

DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

In 2018, the City completed a Cultural District Master Plan that included specific recommendations for the East Side of Downtown De Pere. The plan also included a market study indicating a demand for residential development in Downtown De Pere. Other plan recommendations include:

- Building height of 2-4 stories for this property.
- Design guidelines that recommend the use of articulation and architectural features that create depth and rhythm along the building.
- Consideration of creative setbacks in order to increase the pedestrian realm along Broadway.
- Maintain an urban form by minimizing or eliminating surface parking and developing multi-story buildings that increase downtown density while preserving existing character.

The Site

The site (Parcel ED-769) is located on the west side of Broadway Ave, just north of the former bridge approach (George Street Landing) and is approximately .24 acres (10,498 s.f.) in size. This parcel is similar in size to the recently developed 102 on Broadway building. The site is framed on the north and the south by two existing buildings with historic character. An alley, with pedestrian access into an existing apartment building, forms the west boundary of the property. The property currently provides approximately 27 long-term public parking stalls. The design and circulation of the lot maximizes the parking total, but is confusing and challenging to navigate.



The 102 on Broadway building is located across Broadway and slightly southeast of the subject property. This five story building offers 29 luxury apartment units and 2 small commercial spaces. Completed in 2017, the project has been very successful and was recently awarded 'Best New Building' by the Wisconsin Economic Development Corporation (WEDC) and the Wisconsin Main Street Program.

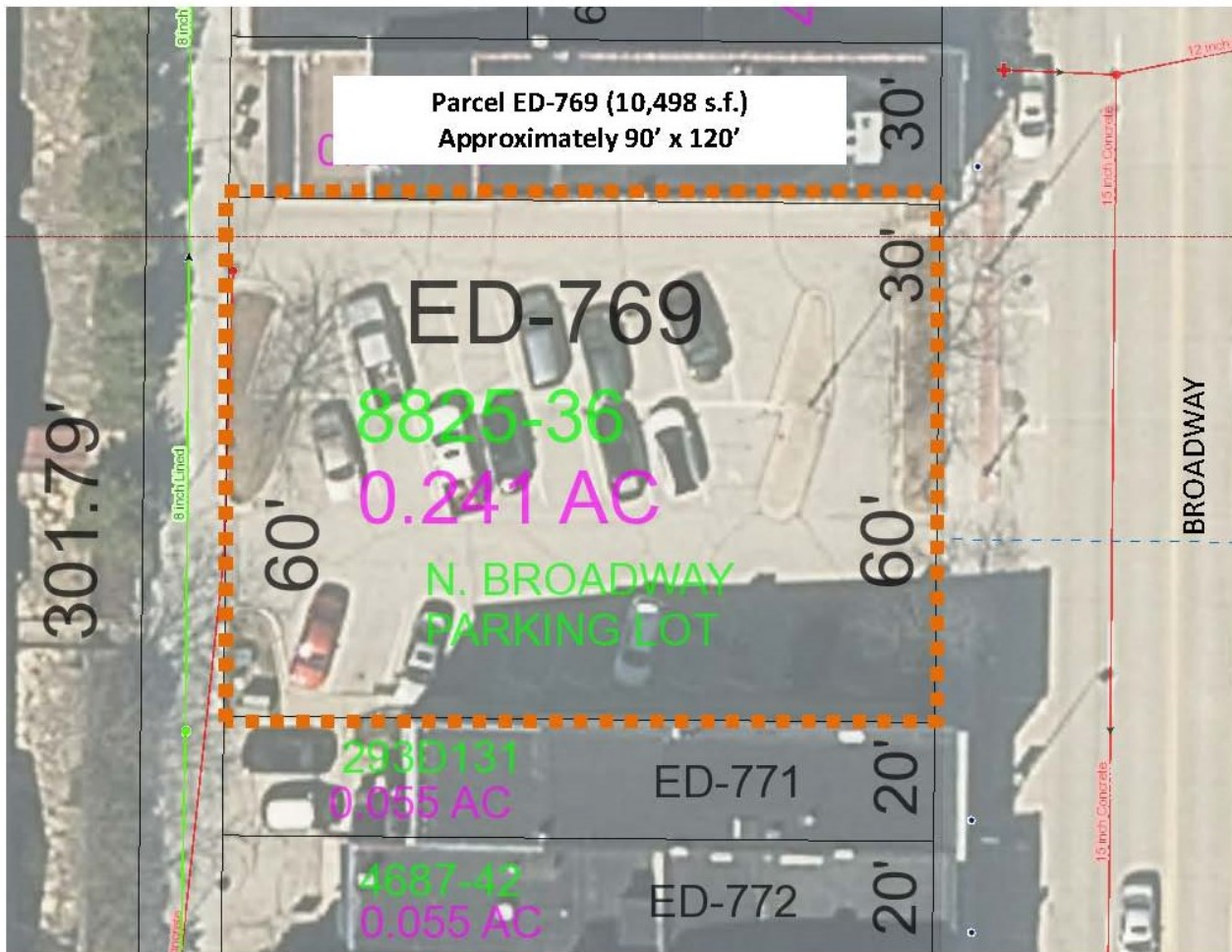
DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

Ownership

The site is owned by the City of De Pere. The redevelopment of the site will be overseen by the Finance and Personnel Committee, Plan Commission, and the City Common Council.

Site Images

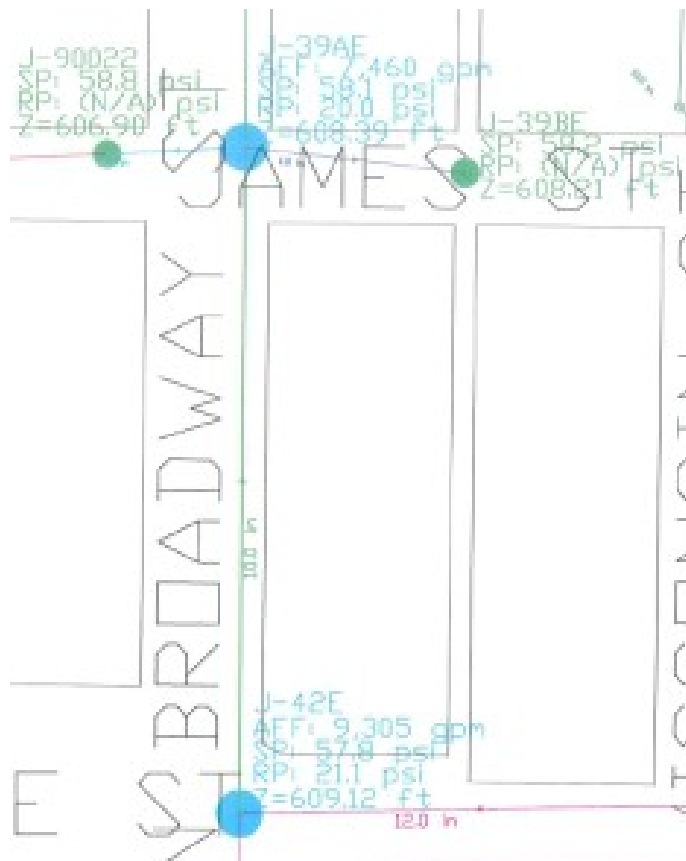


DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

Site Information

- Based on records, a 6" water service is stubbed to the back of the sidewalk off of Broadway. This diagram shows system pressure and will need to be evaluated in order to determine if it is adequate for a sprinkler system. We recommend that they conduct a fire flow test in the area to verify system pressures. This can be facilitated with our Water Department.
- Sanitary sewer is located in the alley west of the site. The sewer is approximately 8' feet deep in the alley.
- If the post construction impervious surface is less than 20,000 square feet (unlikely because the site itself is only 10,498 s.f.), no numeric storm water requirements apply to the site. If the impervious area is to be greater than 20,000 square feet after redevelopment, a 40% reduction in total suspended solids will be required.
- The City has completed a Phase I and Phase II Environmental Assessment of the property. The Phase 1 ESA can be reviewed on the City website (link also provided at the end of this document).
- The City has completed an appraisal of the property. The appraisal can be viewed on the City website (link also provided at the end of this document).



Zoning

The site is currently zoned B-1 which is defined as the Central Business District. Helpful links to the Zoning Code and Main Street Design Guidelines are provided at the end of this document under 'Resource Links.'

Development Objectives

Recognizing that this is an important site in the downtown, there are several desired objectives for any proposed redevelopment. While not seeking to be overly prescriptive on the design and the exact mix of uses, the vision calls for exceptional and iconic architecture, as well as a mix of uses that complement the balance of downtown activity and augment the vitality of the downtown. As a key site in the downtown, the project is expected to include a contribution package as part of a Development Agreement from the City.

The City Council and Redevelopment Authority have endorsed the following objectives that the project should address:

- Incorporation of ground-floor commercial use that contributes to an interactive and vibrant pedestrian experience. A square footage amount for commercial use on the ground floor has not been specified.
- The development above the ground floor can be a mix of uses that may include residential or commercial uses.
- The proposed development must exemplify exceptional architecture and sustainable design and construction. LEED certification is not required. The project should complement and be respectful of adjacent land uses.

DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

4. Parking will be addressed through the site planning process. If residential development is proposed, a minimum of X.X spaces/unit are required.
5. The property will be offered to the selected developer in "AS-IS" condition.

Site Visits

Site visits can be conducted as needed. Since the site is currently used as parking lot there is no need to schedule a meeting with the City.

Submission Requirements

Proposals should be mailed or emailed to:

City of De Pere – Development Services Department
 Attn: Kim Flom
 335 S. Broadway St
 De Pere, WI 54115
kflom@mail.de-pere.org (email submittals must be less than 9MB)

The submission should include one digital copy of the proposal and it should be **received not later than 4:00p.m. on Month XX, 2018.**

Proposals should include all of the following:

1. Firm / Developer Qualifications
 - a. Name, address and contact information for the firm or individual(s) responding to the proposal.
 - b. Development Team: Provide qualifications of all team members anticipated to participate in the project.
 - c. Experience: Provide a list of project(s) detailing relevant development projects related to urban infill.
 - d. Financial Viability: Provide a statement that indicates the financial capability to accomplish the project.
2. Project Proposal
 - a. Project proposal: Provide a detailed description of the proposed project.
 - b. Concept site plan: Site plan should provide basic site information including totals for building coverage, parking, and summary of square footage of uses.
 - c. Conceptual elevation renderings of the building.
 - d. Project Rationale / Strategy: Provide information supporting the feasibility and marketability of the proposed project.
 - e. Preliminary Financial Analysis: Provide estimated redevelopment costs and anticipated financing.
 - f. Project Timeline: Provide estimate of the project timeline including acquisition, design development, permits, and construction.
3. City Participation
 - a. Site Acquisition: The estimated value of the site is \$120,000. The City is open to either selling the property at fair market value, or considering all or part of the market value as part of a City development incentive for the project.
 - b. Development Assistance: Type and amount of economic development assistance being requested for the project.

DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

Selection Process

Each of the following items will be taken into consideration in evaluation of the proposals:

1. Completeness of Proposal - Proposal should address each item outlined in the submission requirements.
2. Project Feasibility - The financial and technical feasibility of the anticipated project and its long-term viability. The proposal must demonstrate a thoughtful and realistic understanding of the potential market demand as well as a thorough understanding of the development review process.
3. Capability / Track Record of Developer - Demonstrated ability to complete a development project in complex urban environments from concept to construction.
4. Design / Appropriateness of Proposed Use- The extent to which the proposal achieves architectural excellence and responsiveness to the City's design and sustainability objectives.
5. Project Financing - The City will consider participation requested from the City in terms of acquisition price and development assistance.

The Review Committee (Plan Commission? Finance Personnel? RDA?) will make a recommendation to the City Council based on the review criteria. The Review Committee and City Council reserve the right to reject all proposals. All applicants will be notified in writing of the City's decision. Once a final decision is made, the City expects to enter into negotiations with the selected developer to complete a development agreement.

Time Line

The following is the conceptual time line for the process:

Month A	Release of Request for Redevelopment Proposal
Month D	Questions submitted to kflom@mail.de-pere.org
Month C	Reponses to Questions available
Month D	Submission deadline by 4:00p.m.
Month E	Presentation of Proposals to RDA
Month F	Recommendation to City Council

Statement of Rights and Understanding

The City reserves, and may, in its sole discretion, exercise the following rights and options with respect to this Request for Redevelopment Proposal:

1. To accept, reject, or negotiate modifications to any and all submissions;
2. Submission of proposal does not bind the City to any action or any party;
3. To issue clarifications and propose addenda;
4. To modify any timeline;
5. To negotiate with one or more respondents;
6. To select any submission as the basis for negotiations, and to negotiate with respondents for amendment or modifications to their submission;
7. To conduct investigation with respect to the qualifications of each respondent; and
8. To reject any or all proposals.

DRAFT Request for Redevelopment Proposal

123 N Broadway, City of De Pere

De Pere Resource Links

City of De Pere: <https://www.de-pere.org/>

Zoning Code (Chapter 14):

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR

Business Districts:

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTVIIBUDI

General Requirements:

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXGERE

Design & Development Standards:

https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXIIDEDEST

Comprehensive Plan, Downtown Master Plan, Cultural District Master Plan Historic Neighborhood Preservation Plan:

<https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>

De Pere Municipal Ordinance: https://library.municode.com/wi/de_pere/codes/code_of_ordinances

De Pere Chamber: <http://deperechamber.org/>

Definitely De Pere: <http://definitelydepere.org/>

St. Norbert College: <http://www.snc.edu/>

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration and possible action on Residential Infrastructure Policy and Pine Trail Subdivision Infrastructure Agreement. Requested by BASGIG Investors, LLC. *

The Developers of the Pine Trail subdivision (on Ryan Road across from the Susie Altmeyer School) have requested additional assistance with financing the subdivision infrastructure. Please see the attachments to this item.

ATTACHMENTS:

- Mayor-FP-Basgig10-9-18-166-002-09 (PDF)
- Attachment 1 - Basgig Investors, LLC-Special Assessment Agreement (PDF)
- Attachment 2 Residential Infrastructure Policy (PDF)
- Attachment 3 Basgig - Additional Assistance Request 10-18 (PDF)
- Pine Trail Request 2 (PDF)

CITY OF DE PERE

MEMO

To: Mayor Michael J. Walsh, Chair
 Members of the Finance/Personnel Committee
 Larry Delo, City Administrator

From: Judith Schmidt-Lehman, City Attorney *Judy*

RE: Request to Revise Public Improvement Agreement (Pine Trail Subdivision)

Date: October 9, 2018 (meeting date)

The Common Council approved an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements ("Public Improvement Agreement" or "Agreement") on August 7, 2018. (See attachment 1.) In this Agreement, the Council authorized several slight deviations from the Residential Infrastructure Policy adopted by the Council in 2010 to assist Developers in the infrastructure costs associated with residential subdivision. (See attachment 2.) Specifically, the Agreement does not include the 33% pre-sold requirement; the interest rate is revised to the City's bonding interest rate and reflects a five (5) year pay-off rather than three (3) year.

The Developers have requested additional assistance from the City. (See attachment 3.) Staff has discussed the request with the Developers. If the Committee (and Council) wish to consider additional financial assistance, doing so must have a "public purpose" and providing it must be applied to all who request and qualify for it in an objective manner.

For an expenditure of public funds to constitute a public purpose, the subject matter of the expenditure must be one of public necessity, convenience or welfare.¹ Here, the expenditure will be the furtherance of additional residential development in the City, which the Council has determined is beneficial to the City as a whole and is much needed, and therefore meets the "public purpose" test.

The assistance provided must also be objectively applied to all who qualify and request the assistance and not arbitrarily provided. If the Committee (and Council) wish to consider providing additional assistance to this (and other qualifying) Developers, tying the additional assistance to a specific component of the costs associated with infrastructure, rather than a specific dollar figure, will ensure that all similar requests are treated objectively and even-handedly. With this development (and others into the foreseeable future), the City is charged by GBMSD for additional capacity in the GBMSD interceptors to transport wastewater. With the advent of GBMSD's purchase of the city's wastewater treatment plant and interceptors, we are now seeing this separate charge. A survey of our neighboring communities (Ashwaubenon/Howard/Ledgeview) reveals that none of those municipalities assess the interceptor capacity charge to the Developer.

Staff would recommend that the Committee (and Council) adopt a policy/amend the Residential Infrastructure Policy, retroactive to encompass this Agreement, to not assess that capacity charge for new residential development. For this development, that capacity charge is \$103,898.93.

¹ *Hopper v. City of Madison*, 79 Wis. 2d 120, 129-130, 256 N.W.2d 139 (1977).

Staff is also supportive of the concept of potentially staggering “lot assessment pay-offs” to structure the pay-offs to allow for additional funds to go to the Developer early in the development when expenses are highest. Staff would support a revision to the Residential Infrastructure Policy to allow for a structured payment provided the tiers are created pursuant to objective criteria or a formula that can be uniformly used for this and subsequent developments. Staff has not had the opportunity to discuss with this Developer the method by which the “pay-off tiers” were determined. If the Committee is supportive of trying to develop a structured “pay-off tier” system and revising the Residential Infrastructure Policy accordingly, we can work with the Developer on revisions to the Agreement to accommodate that change as well.

If you have any questions regarding this matter ahead of the Finance/Personnel meeting, feel free to contact Development Services Director Kim Flom at 339-2370 or the undersigned at 339-4042.

JSL

cc: Alderpersons Boyd, Hansen, Raasch, and Carpenter

J:\Law\Memos\2018\Mayor-FP-Basgig10-9-18-166-002-09.docx

DOCUMENT NO.

**AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 10th day of August, 2018, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Basgig Investors, LLC**, a Wisconsin Limited Liability Company ("Developer"), owning property along Ryan Road in the City of De Pere, **Murray J. Basten** and **Gigot Properties LLC**, principal members of Basgig Investors, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

ED-R27-1 and ED-R27-2

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as the Plat of Pine Trail Crossing for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

Lots 1 through 7 and 9 through 61, Plat of Pine Trail Crossing, City of De Pere, East side of Fox River, Brown County, Wisconsin,
and shown on the attached Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid for by special assessment or other means when the property owner does not file a letter of credit for

Attachment: Attachment 1 - Basgig Investors, LLC-Special Assessment Agreement (7471 : Consideration and possible action on Residential

payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate and shortage of available residential housing stock has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based upon the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer has recorded an approved plat subdividing the aforementioned property into sixty-one (61) lots (56 single family lots, 4 duplex lots and 1 multi-family lot) and one outlot (Exhibit A), and shall provide a recorded copy thereof to City.
2. Developer shall grant City an easement for the lift station required for the sanitary sewer improvements installed pursuant to this Agreement.
3. This Agreement pertains to Lots 1 through 7 and 9 through 61 of Exhibit A, together with the public improvements serving them. This Agreement does not include Lot 8 of Exhibit A.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 2 of 7

4. After receipt of the recorded plat, City's Engineering Department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided by City to Developer for comment prior to commencing the competitive bid process.

5. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

6. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement, such property hereinafter be referred to as "the benefited properties."

7. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), as more specifically set forth in Exhibit B (Project 18-14 New Subdivision – Pine Trail Crossing) and Exhibit C (Project 18-14 New Subdivision – Pond Costs) attached and incorporated by reference. The parties understand and acknowledge that the actual total cost of the improvements may be more or less than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, upon the properties defined herein.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 3 of 7

8. Payment of the parcel assessments shall be deferred up to five (5) years from the completion of Phase I of the public improvements, together with interest at the rate of 1.87% (the rate at which the city last issued municipal bonds) on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent by City to Developer. Phase I improvements include city utilities, stormwater management, street excavation, crushed aggregate base course material, concrete curb and gutter, asphaltic concrete pavement (binder) and trail construction. Phase II improvements consist of asphaltic concrete pavement (surface).

9. Deferment of payment of the assessment on the multi-family parcel (Lot 61 on Exhibit A) shall cease upon Developer's transfer of ownership of said parcel. The amount assessed for this lot shall be Twenty-five Thousand and no/100 dollars (\$25,000.00), plus any accrued interest at the rate of 1.87%, which shall be due and payable as of the date of ownership transfer.

10. Payment of single family and duplex parcel deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of either of the following, whichever occurs first:

- A. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B and C)}}{59} \right) \times (1 + \text{Interest})$$

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 4 of 7

- B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred after the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined based upon the construction costs of the awarded contract, (which shall be appended to this Agreement as Exhibits B-2 and C-2 when available) by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B-2 and C-2)}}{(59 - \# \text{ of lots sold})} \right) \times (1 + \text{Interest})$$

- C. Upon the expiration of five (5) years from the date of completion of the Phase I public improvements.

11. Murray J. Basten and Mark S. Gigot shall execute Personal Guarantees of Specific Transaction guaranteeing repayment of total public improvement costs to the City. Such Guarantees are attached hereto collectively as Exhibit D.

12. The full final cost of the public improvements shall be determined at the completion of both Phase I and Phase II of the project ("Final Assessment") and prorated per parcel. Should the Final Assessment per parcel be smaller than the amount actually paid upon transfer of parcel(s), the overage collected shall be determined and distributed pro rata among the parcels not transferred, and the assessments per lot not transferred as of the time of such pro-ration shall have their Final Assessments adjusted to conform to the final assessment pro-ration less such credit. Should the Final Assessment per lot be greater than the amount actually paid by the transferred parcels, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of Murray J. Basten and Mark S. Gigot.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 5 of 7

13. The method of determining the assessment rate is reasonable.
14. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.
15. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this Agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
16. The City shall act in reliance upon the representations of Developer in this agreement and shall commence, as soon as it is reasonably possible, the improvements contemplated by this agreement.
17. This Agreement shall be recorded in the Office of the Brown County Register of Deeds and the covenants and obligations herein shall run with the land and bind all subsequent owners thereto until released by the City.

(Remainder of page intentionally left blank)

Dated in De Pere, Wisconsin, this 10th day of August, 2018.

CITY OF DE PERE

By:

Michael J. Walsh

Michael J. Walsh, Mayor

Shana D. Ledvina

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

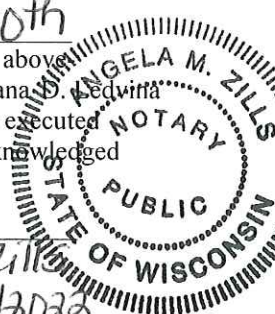
BROWN COUNTY)

Personally came before me this 10th day of August, 2018, the above named Michael J. Walsh and Shana D. Ledvina to me known as the persons who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



BASGIG INVESTORS, LLC

By:

Murray J. Basten

Murray J. Basten, Member

Mark S. Gigot

Mark S. Gigot, for Gigot Properties LLC

STATE OF WISCONSIN)

)SS.

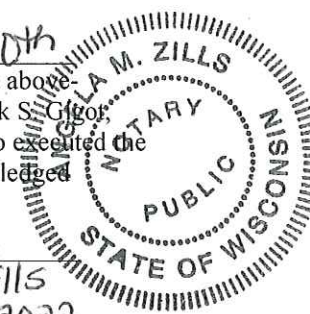
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Murray J. Basten and Mark S. Gigot, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



INDIVIDUAL SIGNATURES

Murray J. Basten

Murray J. Basten, Individual

STATE OF WISCONSIN)

)SS.

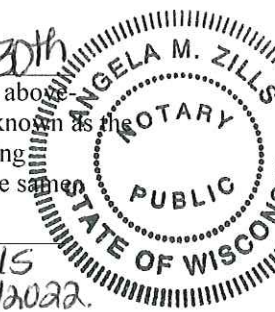
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Murray J. Basten, to me known as the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



Mark S. Gigot

Mark S. Gigot, for Gigot Properties LLC

STATE OF WISCONSIN)

)SS.

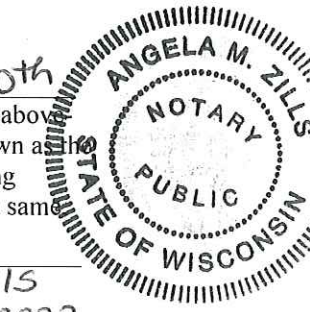
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Mark S. Gigot, to me known as the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



Drafted by: Judith Schmidt-Lehman

J:\Law\Legal Documents \2018\Special Assessment Agreement-Basig Investors, LLC (Pine Trail Crossing)FINAL6-21-18-166-002-09.docx

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements

Page 7 of 7

Attachment: Attachment 1 - Basig Investors, LLC-Special Assessment Agreement (7471 : Consideration and possible action on Residential

Pine Trail Crossing

All of Lot 1, Volume 58, Certified Survey Maps, Page 128, Map No. 8308, Doc. No. 2624629, Brown County Records, and part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



Legend

- 2.37' (a.d.) x 18" iron pipe weighing 305 lbs/lin. foot set
- 1" iron pipe found
- PC not found
- Brown County monument - type noted
- all other set corners marked with a 1.37' (a.d.) x 18" iron pipe weighing 160 lbs/lin. foot.
- all these measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () needed on bearing / distance

⑤ asphalt matting

sealing building

national road

force line

well

NOTES

The County departments listed in this survey are shown and their list have been found, verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

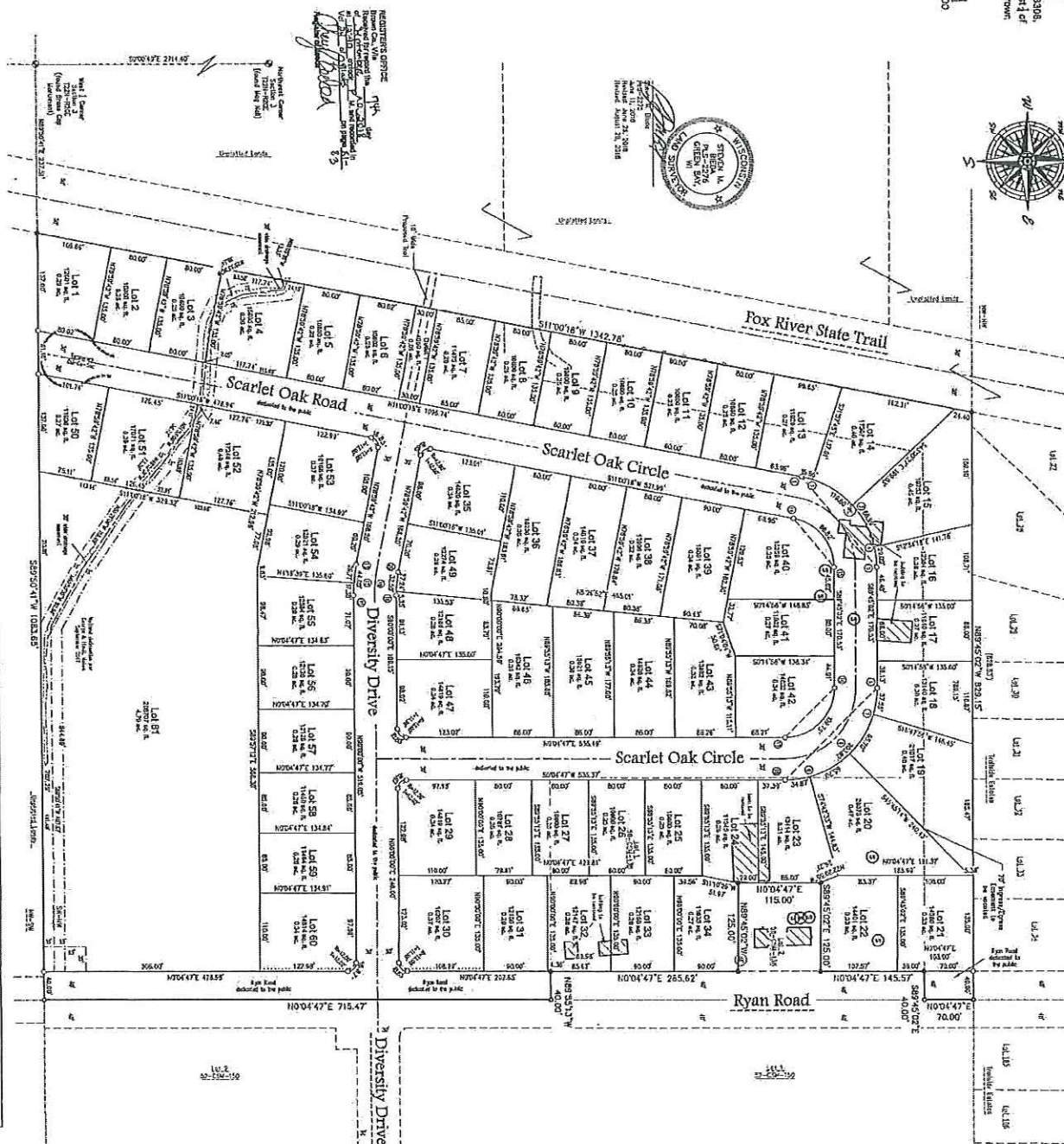
Location Sketch



Section 3, T22N-R20E
Not to Scale

There are no objections to this plan with respect to
236.15, 236.16, 236.20 and 236.6.1 (1) and (2). With
State, as provided by # 236.12, With State.

Certified September 4th 20 18
Roswitha D. Pongel
Department of Administration



TAX PARCEL NO. ED-RZ7-1, ED-R-77-2

Final Plat

File: D-16311Final Plot 002713.dwg Date: File: D-16311.dwg Fieldwork Completed: 01/25/2018

Basgig Investors, LLC

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

PROJECT NO. 0-10544

SHEET NO.
1 of 3

P-2372

Exhibit A

All of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 850B Doc. No. 2624629, Brown County Records, and part of the Southwest 1/4 of the Northwest 1/4, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin

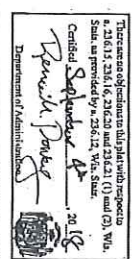


- ① 2.5" (6.4 cm) 10' (3 m) pipe
- ② weighing 30.5 lb/in. (1.1 kN/m)
- ③ 1" (25 mm) lead
- ④ 1" (25 mm) lead
- ⑤ Brown County cement - type molar
- ⑥ either 14' (4.3 m) cement marked with 1" (25 mm) lead or 14' (4.3 m) weighing 16.8 lb/in. (0.6 kN/m)
- ⑦ all other measurement items have made in the recent 12 months of 1981
- ⑧ all distances on curves are arc lengths
- ⑨ recorded on bearing & distance
- ⑩ 30' (9.1 m) building offset (unless noted)
- ⑪ utility easement (unless noted)

NOTES

Readings referenced to the final size at the northwest 1/4, estimated to be 50.00°E.

The County documents listed in this survey were absent and that the have been found verified and/or Down County Planning and Land Services has been notified of any discrepancies.



Project 18-14 New Subdivision - Pine Trail Crossing
City of De Pere
July 25, 2018

Item #	Description	Unit	Total Quantities (Rounded)	Unit Price	Total (Rounded)
SANITARY SEWER					\$300,950.00
SS-01	Provide 8-Inch Sanitary Sewer	LF	2800	\$65.00	\$182,000.00
SS-02	Provide 4-Inch Sanitary Lateral	LF	1700	\$48.00	\$81,600.00
SS-03	Provide 8"x4" Wye	EA	54	\$75.00	\$4,050.00
SS-04	Provide 4-Foot Diameter Sanitary Manhole	VF	120	\$240.00	\$28,800.00
SS-05	Provide 4-Foot Outside Drop Sanitary Manhole	VF	15	\$300.00	\$4,500.00
STORM SEWER					\$352,770.00
ST-01	Provide 36-Inch RCP Storm Sewer	LF	60	\$90.00	\$5,400.00
ST-02	Provide 24-Inch RCP Storm Sewer	LF	340	\$75.00	\$25,500.00
ST-03	Provide 21-Inch RCP Storm Sewer	LF	50	\$65.00	\$3,250.00
ST-04	Provide 18-Inch RCP Storm Sewer	LF	600	\$57.00	\$34,200.00
ST-05	Provide 15-Inch PVC or RCP Storm Sewer	LF	180	\$50.00	\$9,000.00
ST-06	Provide 12-Inch PVC or RCP Storm Sewer	LF	2250	\$40.00	\$90,000.00
ST-07	Provide 8-Inch PVC Storm Sewer	LF	650	\$35.00	\$22,750.00
ST-08	Provide 6-Inch Storm Sewer Lateral	LF	2500	\$30.00	\$75,000.00
ST-09	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$300.00	\$600.00
ST-10	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	4	\$225.00	\$900.00
ST-11	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	12	\$165.00	\$1,980.00
ST-12	Provide 8"x6" Storm Sewer Branch or Inserta Tee	EA	11	\$90.00	\$990.00
ST-13	Provide 5-Foot Diameter Storm Manhole	VF	20	\$500.00	\$10,000.00
ST-14	Provide 4-Foot Diameter Storm Manhole	VF	85	\$400.00	\$34,000.00
ST-15	Provide 3-Foot Diameter Yard Drain	EA	7	\$1,200.00	\$8,400.00
ST-16	Provide Type B Inlet	EA	18	\$1,600.00	\$28,800.00
ST-17	Provide 36-inch Endwall	EA	4	\$500.00	\$2,000.00
WATER MAIN					\$188,810.00
W-01	Provide 8-Inch PVC Water Main (Granular Backfill)	LF	200	\$40.00	\$8,000.00
W-02	Provide 8-Inch PVC Water Main (Natural Backfill)	LF	2900	\$30.00	\$87,000.00
W-03	Provide 6-Inch PVC Water Main (Hydrant Lead)	LF	25	\$36.00	\$900.00
W-04	Provide 8-Inch Gate Valve	EA	8	\$1,650.00	\$13,200.00
W-05	Provide 1-Inch HDPE Water Service	LF	1510	\$27.00	\$40,770.00
W-06	Provide 1-Inch Corporation and Curb Stop	EA	54	\$360.00	\$19,440.00
W-07	Provide Hydrant (6.5' Bury)	EA	5	\$3,600.00	\$18,000.00
W-08	Provide Connection to Existing Water Main	EA	1	\$1,500.00	\$1,500.00
STREET AND DRAINAGE					\$328,340.00
SD-01	Unclassified Excavation	CY	4330	\$8.00	\$34,640.00
SD-02	Ditch Grading Side and Back lot Line	SY	4600	\$2.00	\$9,200.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	TON	6250	\$13.50	\$84,375.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer	TON	1150	\$60.00	\$69,000.00
SD-05	Provide 24-Inch Concrete Curb and Gutter (Slip Form)	LF	4750	\$13.00	\$61,750.00
SD-06	Provide #4 Reinforcement Bars for Curb	LF	2160	\$1.25	\$2,700.00
SD-07	Provide Landscaping - Topsoil, Seed, Fertilizer and Mulch - No. 40 Seed Mix	SY	19050	\$3.50	\$66,675.00
SPECIAL CONSTRUCTION					\$57,948.00
SC-01	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
SC-02	Provide Silt Fence	LF	3600	\$1.75	\$6,300.00
SC-03	Inlet Protection Type B	EA	18	\$51.00	\$918.00
SC-04	Tracking Pad	EA	1	\$900.00	\$900.00
SC-05	Provide Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00
SC-06	Provide Conduit Rigid Nonmetallic Schedule 40, 2-Inch		2950	\$6.00	\$17,700.00
SC-07	Provide Electrical Wire Lighting 4AWG		2950	\$1.40	\$4,130.00
SC-08	Provide Light Base, Transformer, Pole		6	\$1,500.00	\$9,000.00
SC-09	Provide Pull Box 24x12-Inch		5	\$600.00	\$3,000.00
SC-10	Provide Lighting Control Panel		1	\$5,000.00	\$5,000.00

Probable Construction Cost Subtotal (Rounded) \$1,228,900.00

Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$245,800.00

Probable Construction Cost Total (Rounded) \$1,475,000.00

Probable Construction Cost Surface Course (Rounded - Inflated 3 Years) \$57,000.00

Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$11,400.00

Probable Construction Cost Surface Course Total (Rounded) \$69,000.00

Notes

- Lighting quantities not updated
- Estimate is based off of the layout provided in the preliminary plat. No accommodations made for the swale traveling through the
- Estimate is based off the assumption that the subdivision will drain to the Altmeyer pond and that a new pond will not need to be
- All properties with a proposed yard drain along their side or rear lot lines are not estimated to need a storm sewer branch.
- Estimate does not take into consideration potential water main offsets.

City of De Pere
Project 18-14 - New Subdivision
Pond Cost - Subdivision Only
May 2, 2018

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Granular)	LF	35	\$80.00	\$2,800.00
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Natural)	LF	990	\$40.00	\$39,600.00
ST-##	Provide 5' Diameter Manhole	VF	12	\$500.00	\$6,000.00
ST-##	Provide Pond Outlet Structure	EA	1	\$4,700.00	\$4,700.00
ST-##	Provide Endwall	EA	1	\$500.00	\$500.00
STREET AND DRAINAGE					
SD-##	Provide Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00
SD-##	Unclassified Excavation (Pond Site)	CY	6100	\$5.00	\$30,500.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Field	SY	4500	\$3.50	\$15,750.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Pond	SY	2800	\$7.00	\$19,600.00
SPECIAL CONSTRUCTION					
SC-##	Provide Silt Fence	LF	500	\$3.00	\$1,500.00
SC-##	Install, Maintain and Remove Rock Filled Erosion Control Bags	EA	50	\$10.00	\$500.00
SC-##	Inlet Protection Type B	EA	2	\$51.00	\$102.00
SC-##	Tracking Pad	EA	1	\$900.00	\$900.00
SC-##	Erosion Mat Urban Class 1, Type B	SY	3200	\$2.00	\$6,400.00
SC-##	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	100	\$50.00	\$5,000.00
SC-##	Install Temporary Safety Fence	LF	500	\$2.50	\$1,250.00

Probable Construction Cost	\$136,102.00
Contingency	\$6,800.00
Engineering	\$27,200.00
Project Project Cost	\$170,102.00

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Murray J. Basten (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the prorated amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

Personal Guarantee of Specific Transaction - Basten

Page 3 of 3

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and

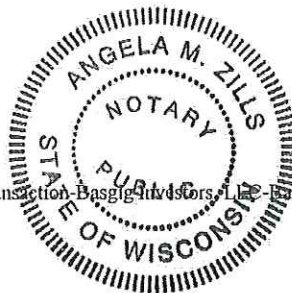
Dated in De Pere, Brown County, Wisconsin, this 30 day of July, 2018.

Murray J. Basten
3619 Woods Edge Way
De Pere, WI 54115

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 30th day of July, 2018, the above-named Murray J. Basten to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My commission expires: 4/15/2022.



J:\Law\Legal documents\2018\Personal Guarantee of Specific Transaction-Basgig Investors, LLC-Easten.docx

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Mark S. Gigot (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Gigot
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and the undersigned, his respective heirs, personal representatives, and assigns.

Mark S. Gigot
203 South Monroe Avenue
Green Bay, WI 54301

Notary Public: Angela M. Zills
My commission expires: 4/15/2023



RESOLUTION #10-131

APPROVING AND ADOPTING RESIDENTIAL
INFRASTRUCTURE DEVELOPMENT POLICY

WHEREAS, pursuant to §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, certain economic conditions have created an unwillingness in lending institutions to advance letters of credit for private development in Northeast Wisconsin and nationwide, rendering Developers often times unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the Finance/Personnel Committee has reviewed the attached Residential Infrastructure Development Policy (incorporated as Exhibit 1), which sets forth standards by which the City may determine to fund residential infrastructure development, and recommends approval and adoption of the same thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the attached Residential Infrastructure Development Policy (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #10-131
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day
of December, 2010.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



Policy Name:	City Residential Infrastructure Development Policy
Purpose:	The purpose of the policy is to outline standards to guide requests for City funded residential infrastructure development. This policy shall be reviewed on an annual and as needed basis.
Application:	The City's Finance/Personnel Committee will review requests for City funded infrastructure costs associated with residential development. Infrastructure costs include sewer, water, storm water, and public road construction. Please note that the road construction includes both the initial and final installation of asphalt.
Economic Requirements:	The policy is intended to provide an adequate supply of housing stock. The housing or availability of housing stock must also be balanced to ensure that the lots can be sold within the three-year period. Therefore, the City will not entertain requests to fund infrastructures if a surplus of lots are on the market within the geographic area and target market.
Developer Requirements:	The following criteria will be used to evaluate if the City will consider approval of the project: 1. The Developer must own the proposed property to be subdivided and sold for residential purposes. 2. The Developer must have recorded a plat dividing the properties into the residential lots, including taking all steps necessary to obtain City Plan Commission approval. A copy of the recorded plat must be provided to the City Planning Department. 3. The Developer must, on its own and on behalf of any and all successors and assigns, request the installation of the public improvements. 4. The Developer must provide the City the following documentation: a. Letter from primary bank declining to fund the project. b. Market analysis on the proposed development. c. The type of residential structures to be developed. The City shall support all levels of housing; however the City reserves the right to refuse projects that use spec homes. 5. The estimated cost of the improvements to be provided by the City shall be divided up on a per lot basis. 6. The assessments for the improvements shall be paid as follows: A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the phase I public improvements, together with

- interest on the unpaid assessment balance. Interest shall commence accruing at such time the phase I improvements are complete as identified in the Notice of Phase I completion sent to the developer. Phase I public improvements include the utilities, storm water management, and crushed aggregate base course material.
- B. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due, upon transfer of ownership of the parcel against which such assessment is levied.
 - C. Upon the expiration of three (3) years from the date of completion of the phase I public improvements.
 - D. The Developer shall execute a personal guarantee(s) of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral.
7. The full final cost of the public improvements shall be determined at the completion of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s), the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.
 8. The Developer shall waive any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of the Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
 9. At least one-third of all platted lots shall be subject to accepted offers to purchase.

City Discretion
To Approve

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City shall not be obligated to approve such request but shall also consider the following factors in analyzing and considering approval of the request:

1. Existing national and regional economic conditions;
2. Current construction market and the likelihood of receiving favorable public construction bids;
3. Whether previously approved City funded infrastructure developments have met the obligations imposed upon the developer, regardless of the identity of the developer;
4. Whether other requests for City funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration;
5. Whether City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements;
6. Input or recommendations provided by the City financial advisor;
7. Any other factor relevant to the City's decision.

Judy Schmidt-Lehman

From: Keith Garot <keithgarot@new.rr.com>
Sent: Friday, October 5, 2018 8:17 AM
To: Judy Schmidt-Lehman
Subject: Re: Keith Garot

Good morning Judy, I talked to the Basgig partners , the request to the city remains as follows : reduce the total dollar amount by \$200,000 and restructure the release amount as requested, we would refer to the city to decide how the savings would be allocated, hopefully this clears it up , please call me if you need additional information! Thank you for your help!

Sent from my iPhone

On Oct 5, 2018, at 7:53 AM, Judy Schmidt-Lehman <jschmidt-lehman@mail.de-pere.org> wrote:

Oops; 55 single family + 4 duplex lots.....Sorry

Judy

From: Judy Schmidt-Lehman
Sent: Friday, October 5, 2018 7:47 AM
To: 'keithgarot@new.rr.com'; murbasten@gmail.com; MarkGigot@yahoo.com; Kimberly T. Flom; Larry Delo; Eric Rakers (erakers@mail.de-pere.org)
Subject: FW: Keith Garot

Good Morning all. Larry did receive the attached yesterday afternoon. It does include additional detail on the financials (which I have not had chance to review); however I noticed that the items being requested for the City to consider for additional assistance were not revised. It was the city team's understanding from our meeting last week that Basgig would be narrowing the request to two items: for the City to cover the GBMSD charge and for the city to revise the lot "pay out" based on the "first 15 – middle 20 – and final 15" (BTW – this adds up to only 50 lots and there are 54 single family and 4 duplex [59 total] lots subject to the agreement).

I haven' spoken with Larry yet on this, but my thoughts were to include the attached for the F/P meeting and I will mention in the staff memo that the request has been narrowed to the two items noted above.

Thoughts?

Judy

From: Larry Delo
Sent: Thursday, October 4, 2018 2:43 PM
To: Judy Schmidt-Lehman; Eric Rakers
Subject: FW: Keith Garot

From: Kathleen Van Dree (<mailto:kathleen@landmarkneighborhoods.com>)
Sent: Thursday, October 4, 2018 2:13 PM
To: Larry Delo

Cc: Kimberly T. Flom; murbasten@gmail.com; markgogot@yahoo.com

Subject: FW: Keith Garot

From: landmarkkonica@gmail.com [<mailto:landmarkkonica@gmail.com>]

Sent: Thursday, October 04, 2018 2:05 PM

To: kathleen@landmarkneighborhoods.com

Subject: Message from KM_C368

Attachment: Attachment 3 Basgig - Additional Assistance Request 10-18 (7471 : Consideration and possible action on Residential Infrastructure

TO: Larry Delo
City of De Pere

From: BASGIG Investors, LLC

We are asking for the following items based on the Performa.

1. Developer agrees to pay \$1,765,000 for entire improvements to project.
City to decide reallocating of construction costs.
2. City accepts responsibilities for overages
3. Amend release amounts as follows:
 - First 15 lots = 17,000 payout
 - Final 15 lots = 47,000 payout
 - Middle 20 lots = 32,000 payout

We submit our projected profits from this project demonstrating how narrow and risky this development has become.

The City has tremendous benefits including improvement to Ryan Road and expansion possibilities south of De Pere. As it stands the risk/benefit numbers are lopsided to the detriment of the developer.

Pine Trail Crossing Performa

Costs:	Land Purchase	=	772,000	Muchinski
			<u>60,000</u>	Dorn
			832,000	
			<u>80,000</u>	Vander Kellen
			912,000	
	Survey & Engineering	=	55,000	
	WPS	=	152,500	
	Infrastructure	=	1,964,470	
	5 Yr Carry costs, tax/int.	=	125,000	
	Total Costs	=	3,208,970	
Income:	Multi family		232,000	
	Net proceeds of house		50,000	
	58 lots, net proceeds		2,976,288	
Total Income:		=	3,258,288	
	Income	=	3,258,288	
	Costs	=	3,208,970	
	Pretax Est. Profit	=	49,318	



Pine Trail Crossing

City of De Pere

PRICE LIST

<u>Lot #</u>	<u>Price</u>	<u>Lot #</u>	<u>Price</u>	<u>Lot #</u>	<u>Price</u>	<u>Lot #</u>	<u>Price</u>
1	\$62,900	18	\$64,900	35	\$52,900	52	\$55,900 D
2	\$62,900	19	\$66,900	36	\$62,900	53	\$51,900
3	\$62,900	20	\$66,900	37	\$62,900	54	\$52,500
4	\$62,900	21	Sold	38	\$62,900	55	\$52,500
5	\$62,900	22	\$59,900	39	\$62,900	56	\$52,500
6	\$62,900	23	\$59,900	40	\$52,900	57	\$52,500
7	\$62,900	24	\$59,900	41	\$59,900	58	\$52,500
8	Sold	25	\$59,900	42	\$52,900	59	\$52,500
9	\$62,900	26	\$59,900	43	\$62,900	60	\$54,900
10	\$62,900	27	\$59,900	44	\$62,900		
11	\$62,900	28	\$59,900	45	\$62,900		
12	\$62,900	29	\$59,900	46	\$62,900		
13	\$62,900 Sold	30	\$54,900	47	\$52,900		
14	\$69,900	31	\$54,900	48	\$59,900		
15	\$69,900	32	\$54,900	49	\$59,900		
16	\$64,900	33	\$54,900	50	\$55,900		
17	\$64,900	34	\$54,900	51	\$55,900		

3/21/18

- D = Duplex

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File Number: 48804
 Print Date & Time: 6/15/2018 9:32 AM
 Escrow Officer:
 Settlement Location: 107 N Broadway St.,
 Ste 1
 Green Bay, WI 54303

Liberty Title and Abstract, Inc.
 107 N Broadway St., Ste 1
 Green Bay, WI 54303

Property Address: Property Address
 2674 Ryan Road De Pere, Wisconsin 54115
 Buyer: Basgig Investors, LLC
 Seller: Michael L. Mushinski
 Laura J. Mushinski
 Lender: Cash - PO Box 1487, Appleton, WI 54912

Settlement Date: 6/18/2018
 Disbursement Date: 6/18/2018
 Additional dates per state requirements: 6/18/2018

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	\$772,211.00	
Deposit-Liberty Title		\$5,000.00
Loan Amount		
Prorations/Adjustments		
County Taxes 1/1/2018 to 6/18/2018 @\$5,258.80/yr		\$2,420.49
Reimbursement of Legal Fees	\$3,015.00	
Title Charges & Escrow/Settlement Charges		
Title - Lender's Policy Premium - \$640.00 to Liberty Title and Abstract, Inc.	\$640.00	
Government Recording and Transfer Charges		
Recording Fees Deed: \$30.00 Mortgage: \$30.00 to Register of Deeds	\$60.00	
	Debit	Credit
Subtotals	\$775,926.00	\$7,420.49
Due From Borrower/Buyer		\$768,505.51
Totals	\$775,926.00	\$775,926.00

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File Number: 49007
 Print Date & Time: 6/14/2018 4:53 PM
 Escrow Officer:
 Settlement Location: 107 N Broadway St.,
 Ste 1
 Green Bay, WI 54303

Liberty Title and Abstract, Inc.
 107 N Broadway St., Ste 1
 Green Bay, WI 54303

Property Address: Property Address
 Ryan Road De Pere, Wisconsin 54115
 Buyer: Basgig Investors, LLC
 Seller: Brian Dorn
 Peggy J. Dorn
 Lender: Cash

Settlement Date: 6/18/2018
 Disbursement Date: 6/18/2018
 Additional dates per state requirements: 6/18/2018

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	\$60,000.00	
Deposit-Seller		\$1,000.00
Prorations/Adjustments		
County Taxes 1/1/2018 to 6/18/2018 @\$1,218.70/yr		\$560.94
Government Recording and Transfer Charges		
Recording Fees Deed: \$30.00 Mortgage: to Register of Deeds	\$30.00	
	Debit	Credit
Subtotals	\$60,030.00	\$1,560.94
Due From Borrower/Buyer		\$58,469.06
Totals	\$60,030.00	\$60,030.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Liberty Title and Abstract, Inc. to cause the funds to be disbursed in accordance with this statement.

American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 2942253

Printed: 09/28/2018, 2:14 PM

Officer/Escrow Officer: Lori Lindsley/LL

Settlement Location:

300 N Broadway, Ste. 3B, Green Bay, WI

54303-2753

First American Title Insurance Company

- Evans Title Division

300 N Broadway, Ste. 3B • Green Bay, WI 54303-2753

Phone: (920)435-5212 Fax: (877)244-1774

Final Settlement Statement



Property Address: Ryan Road, De Pere, WI 54115

Buyer: Tranquil Trails, LLC

Seller: BASGIG Investors, LLC

Lender:

Settlement Date: 10/02/2018

Disbursement Date: 10/02/2018

Description	Seller	
	Debit	Credit
Financial		
Sale Price		250,000.00
Total Deposit/Earnest Money		
Earnest Money Held By: Landmark Real Estate & Development, Inc.	10,000.00	
Prorations/Adjustments		
City/Town Taxes 01/01/18 to 10/02/18 @\$5,212.50/yr	3,912.95	
Title Charges & Escrow / Settlement Charges		
Owner's Policy to First American Title Insurance Company - Evans Title Division	784.00	
Settlement/Closing Fees to First American Title Insurance Company - Evans Title Division	100.00	
Special Assessment Letter (WI) to First American Title Insurance Company - Evans Title Division	45.00	
Commission		
Real Estate Commission to Landmark Real Estate & Development, Inc.	5,000.00	
Government Recording and Transfer Charges		
Release to Brown County Register of Deeds	60.00	
State Transfer Tax to Register of Deeds	750.00	
Payoff(s) and Payment(s)		
Nicolet National Bank		
Payoff loan #70080805 to Nicolet National Bank	100,000.00	
Community First Credit Union		
Payoff to Community First Credit Union	50,000.00	
Recording Fee to Community First Credit Union	35.00	
loan fee to Community First Credit Union	50.00	
wire fee to Community First Credit Union	10.00	
City of De Pere		
Payment to City of De Pere	25,000.00	

American Land Title Association

ALTA Settlement Statement - Seller
Adopted 05-01-2015

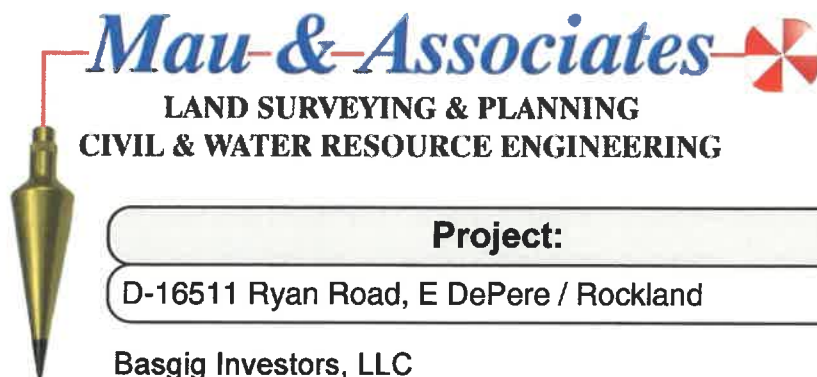
File Number: 49827
 Print Date & Time: 10/3/2018 2:32 PM
 Escrow Officer:
 Settlement Location: 107 N Broadway St.,
 Ste 1
 Green Bay, WI 54303

Liberty Title and Abstract, Inc.
 107 N Broadway St., Ste 1
 Green Bay, WI 54303

Property Address: Property Address
 Pine Trail Crossing Avenue De Pere, Wisconsin 54115
 Buyer: Dan Gatz Construction, LLC
 Seller: Basgig Investments, LLC
 Lender: Cash

Settlement Date: 10/04/2018
 Disbursement Date: 10/04/2018
 Additional dates per state requirements: 10/04/2018

Description	Seller	
	Debit	Credit
Financial		
Sales Price of Property		\$57,800.00
Release Fee to Community First Credit Union	\$85.00	
Title Charges & Escrow/Settlement Charges		
Title - Owner's Policy \$57,800.00 Premium - \$150.00 to Liberty Title and Abstract, Inc.	\$150.00	
1/2 Master Title Policy to Liberty Title and Abstract, Inc.	\$1,840.00	
Processing Fee to Liberty Title and Abstract, Inc.	\$200.00	
Title - Endorsement Fee to Liberty Title and Abstract, Inc.	\$125.00	
Government Recording and Transfer Charges		
Recording Fee for Release to Register of Deeds	\$30.00	
Tax Stamp for State Deed to Register of Deeds	\$173.40	
Payoff(s)		
Payoff of First Mortgage Loan to Nicolet National Bank Principal Balance \$5,000.00	\$5,000.00	
Payoff of Second Mortgage Loan to Community First Credit Union Principal Balance \$17,460.00	\$17,460.00	
Miscellaneous		
Special Assessment to City of De Pere	\$32,873.00	
	Debit	Credit
Subtotals	\$57,936.40	\$57,800.00
Due From Seller		\$136.40
Totals	\$57,936.40	\$57,936.40



Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

Project:

D-16511 Ryan Road, E DePere / Rockland

Basgig Investors, LLC
 3619 Woods Edge Way
 De Pere WI 54115-4405

Invoice

Date: **Invoice #**

4/3/2018 24998

Terms:

Net 30

Project Manager:

SMB

Purchase Order No.

Item:	Description:
SURVEYING	SURVEYING SERVICES: Preliminary Platting Charges for: "Pine Trail Crossing" > Drawing No. P-2361 61 Lots and 1 Outlot = 62 Lots Total @ \$300 per Lot. [The Final Plat charges will be invoiced upon completion of plat. Rate will be \$300.00 per lot.] Total of Surveying Services..... \$18,600.00 FEES: None - Fees paid by client ~ THANK YOU ~
<i>Life is something like a trumpet. If you don't put anything in you don't get anything out. ~W.C. Handy</i>	
Total Due This Invoice: \$18,600.00	

400 Security Boulevard - Green Bay, Wisconsin 54313 - (920) 434-9670 - Fax (920) 434-9672

*** To help serve you better, we accept Mastercard, Visa and Discover as an option for payment. ***

Mau & Associates

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

400 SECURITY BLVD, GREEN BAY WI 54313



Project

D-16511 Ryan Road, E DePere / Rockland

Basgig Investors, LLC
3619 Woods Edge Way
De Pere WI 54115-4405

Invoice

Date:

4/3/2018

Invoice #

24999

Terms:

Net 30

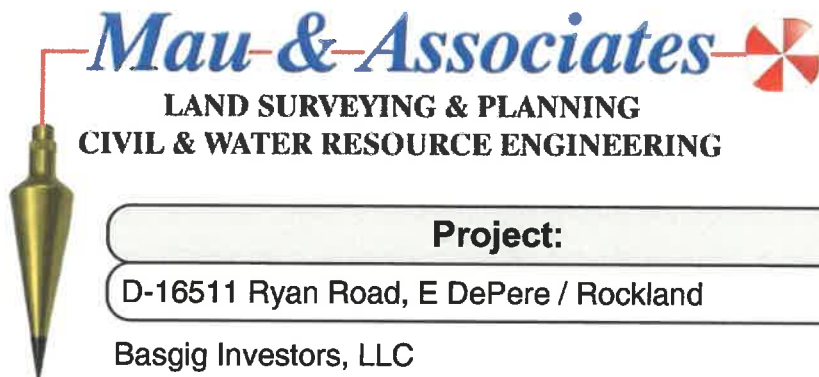
Project Manager

SMB

Item	Description	Hrs/Qty	Rate	Serviced	Amount
	SURVEYING SERVICES:				
1 Person GPS/Robot	Located wetlands.	3.5	110.00	10/9/2017	385.00
2 Person Crew (Con...	Located property boundary.	2.25	110.00	10/10/2017	247.50
2 Person GPS/Robot	Started collecting topography of site.	5	150.00	10/12/2017	750.00
1 Person GPS/Robot	Collected topography of south field and woods area.	2.5	110.00	10/13/2017	275.00
2 Person GPS/Robot	Collected topography on the south 1/2 of property including wetland ditch.	4	150.00	10/17/2017	600.00
2 Person GPS/Robot	Collected topography of field.	3.5	150.00	10/18/2017	525.00
2 Person GPS/Robot	Collected topography of field.	5	150.00	10/19/2017	750.00
2 Person GPS/Robot	Collected topography along rail way area.	7	150.00	10/23/2017	1,050.00
Computations	Computations	2.5	62.00	11/8/2017	155.00
2 Person GPS/Robot	Collected additional topograhly.	3.5	150.00	11/21/2017	525.00
1 Person GPS/Robot	Located benchmark; Set benchmarks; Located culverts and measured culverts.	4	110.00	1/26/2018	440.00
Site Survey	Drafted Site Survey. > Drawing No. S-2919 ...Serviced 11/08/17 - 02/02/18	20.5	62.00		1,271.00
Checking Drawings	Checked Site Survey.	3	80.00	2/2/2018	240.00
	** For Professional Services through 04/01/2018 **				
THINK BIG! DREAM BIG!		Amount Due This Invoice		\$7,213.50	

400 Security Boulevard - Green Bay, Wisconsin 54313 - (920) 434-9670 - Fax (920) 434-9672

Attachment: Pine Trail Request 2 (7471 : Consideration and possible action on Residential Infrastructure Policy and Pine Trail Subdivision In)



Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

Project:

D-16511 Ryan Road, E DePere / Rockland

Basgig Investors, LLC
 3619 Woods Edge Way
 De Pere WI 54115-4405

Invoice

Date: **Invoice #**

9/13/2018 25511

Terms:

Net 30

Project Manager:

SMB

Purchase Order No.

Item:	Description:
SURVEYING Platting	SURVEYING SERVICES: Final Platting Charges for: "Pine Trail Crossing" > Drawing No. P-2372 61 Lots and 1 Outlot = 62 Lots Total @ \$300 per Lot. Total of Surveying Services..... \$18,600.00 FEES: City of De Pere Final Plat Review Fee [\$195] State of WI Final Plat Review Fee [\$2,105] City of De Pere Application for Easement Release Fee [\$368] City of De Pere Application for Easement Release Fee [\$368] Partial Release of Easment Recording Fees: >Brown County Register of Deeds Recording Fee (Time Warner) [\$30] >Brown County Register of Deeds Recording Fee (WPS) [\$30] >Brown County Register of Deeds Recording Fee (AT&T) [\$30] State of WI Revised Plat -due to Easments [\$120] Total of Fees..... \$3,246.00 ~ THANK YOU ~
DePere Final Plat State Final Plat Review Depere Easement Release Depere Easement Release Br Cty ROD Recording Br Cty ROD Recording Br Cty ROD Recording State Revise Plat	
<i>Be not afraid of growing slowly; be afraid only of standing still. ~ Chinese Proverb</i>	
Total Due This Invoice: \$21,846.00	

400 Security Boulevard - Green Bay, Wisconsin 54313 - (920) 434-9670 - Fax (920) 434-9672

AGREEMENT

AGREEMENT made this _____ day of _____, 2018, by and between Robert J. Vander Kelen (RJV) and BASGIG INVESTORS, LLC, a Wisconsin Limited Liability Company (Developer), WITNESSETH:

WHEREAS: RJV is the owner of the property described in Tax Parcel No. ED-R47 (the "Dominant Parcel"), the Dominant Parcel having the benefit of a 70 foot wide ingress-egress and utility easement as recorded in Jacket 23029, Image 25, Document Number 1398509, and Jacket 23247, Image 24, Document Number 1404018, Brown County, Wisconsin, Records (the "Subject Easement"), said Easement traverses property previously owned by Michael L. and Laura J. Mushinski, Tax Parcel No. ED-R27-2 (the "Mushinski Property"), and

WHEREAS, Developer desires to develop a portion of the Mushinski Property, to-wit: Plat of Pine Trail Crossing, a copy of the preliminary plat being attached hereto and made a part hereof, marked Exhibit A, and

WHEREAS, to facilitate the aforesaid development, the Subject Easement must be cancelled and terminated and RJV is willing to so cancel and terminate provided Developer fully and completely complies with certain conditions precedent,

NOW, THEREFORE, for good and valuable consideration, each party to the other, the parties covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth at length.
2. Termination/Cancellation. Provided Developer fully and completely complies with each of the conditions stated in paragraphs 3 and 4, below, RJV will execute and deliver to Developer a "Termination of Easement" whereby the Subject Easement is cancelled and terminated.
3. Conditions Precedent to Termination/Cancellation. RJV shall be under no obligation, in law or in equity, to execute and deliver the Termination of Easement unless and until each of the following conditions precedent have been performed by Developer (unless otherwise stated) to RJV's satisfaction:
 - (a) Developer shall convey to RJV, for the benefit of the Dominant Parcel, an easement on, over, and under Lot 8 for all types of vehicular, utility, and pedestrian ingress/egress/access.

- (1) Upon execution of this Agreement, RJV shall be paid the non-refundable sum of \$4,000.00 the same to be paid by check payable to "Gary A. Wickert, Trust Account."
4. Cost/Expenses. All costs and expenses associated with the items referred to in paragraph 3, above, shall be the responsibility of and paid for by Developer.
5. Assignment. Neither party may assign this Agreement, nor the rights and responsibilities thereunder, without the prior written consent of the other.
6. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the opening paragraph hereof.

DEVELOPER:

BASGIG INVESTORS, LLC

Robert J. Vander Kelen

By: _____
Murray J. Basten, Authorized Member

By: _____
Mark S. Gigot, Authorized Member

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 9, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Review Building Code Updates (Chapter 54) related to state statute updates, fences, tents and temporary storage containers. *

Building Code changes are proposed from time to time in order to ensure that the municipal code is aligned with State Statutes and also to ensure that certain areas of the Code are clearly defined. The attached building code amendments have already been routed through an interdepartmental review process. The changes cover the following general topics:

- 1) Uniform Dwelling Code. Updates to ensure that De Pere Municipal Code aligns with State Statutes.
- 2) Fences and hedges. Updates to separate the definition of a fence from a hedge. Also additional explanation to clarify questions and concerns that arise during the fence permit process. The existing language (attached for reference) is proposed to be removed from Chapter 8 - Offenses against public peace, safety and morals and replaced with the language in the proposed document to Chapter 54 - Building Code.
- 3) Tents and temporary structures. Permits are currently required for large tents and temporary structures. Those permits include review that correlates with Commercial Building Codes in order to ensure public safety. The proposed update moves the requirement to the Code in order to allow for enforcement when needed. Currently, tents are only briefly discussed in the municipal code in the Zoning Code, Chapter 14 (attached for reference). Most of this content is new to the Code. The Zoning Code fence section is proposed to remain, with a minor edit to 14-08 (2)(b) to clarify that additional requirements are in Chapter 54.
- 4) Portable storage containers. This new section provides regulation for the large storage pods and construction type dumpsters that are often used for projects and moving. The intent of these changes are to clarify where these structures should be located and for how long they are permitted to stay on property.

Recommendation

Staff requests a recommendation of approval of the proposed Building Code changes to be forwarded to Council for consideration.

ATTACHMENTS:

- Chapter 54 Building Code Updates 10-2018 (PDF)
- Chapter 8 Existing Fence Language (PDF)

- Tent Existing Language Chapter 14 (PDF)

Chapter 54 - BUILDING CODE^[1]

Footnotes:

--- (1) ---

Editor's note—Ord. No. 08-31, § X, adopted Nov. 18, 2008, repealed the former Ch. 54, §§ 54-1—54-13, and enacted a new Ch. 54 as set out herein. The former Ch. 54 pertained to the building code and derived from the Code of 1974, §§ 15.01—15.11, § 15.035, § 15.055; Ord. No. 02-20, §§ 1—3, 7-16-2002; Ord. No. 04-09, §§ 1, 2, 3-16-2004; Ord. No. 06-33, §§ 5, 6, 11-8-2006.

Cross reference— Streets, alleys and sidewalks, ch. 22; historic preservation, ch. 38; platting and division of land, ch. 46; fire prevention, ch. 58; electrical code, ch. 62; plumbing code, ch. 66; sewer system regulations, ch. 70; public health, ch. 74; solid waste/curbside recyclable collection, ch. 82; mobile home parks, ch. 90; housing code, ch. 94; sign ordinance, ch. 98; handicapped access to city facilities, programs and activities, ch. 102; noise control, ch. 146; zoning, app. A.

Sec. 54-1. - Scope of this chapter.

The purpose of this chapter is to:

- (1) Exercise jurisdiction over the construction and inspection of new one-family and two-family dwellings, additions or alterations to existing one and two-family dwellings, detached garages and accessory buildings.
- (2) Provide for plan review and onsite inspections of one and two-family dwellings by inspectors certified by the state department of ~~commerce safety and buildings divisions~~safety and professional services.
- (3) Provide for review and onsite inspection of commercial structures to the extent permitted by, and subject to, state law.
- (4) Provide for the collection and establishment of fees to defray administrative costs.
- (5) To adopt relevant state statute and administrative code provisions to promote the interests stated in this section.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 54-2. - Definitions.

Accessory building means a detached building or structure, not used as a dwelling unit but is incidental to that of the main building which is located on the same lot.

Accessory use means a use incidental to the use of the main building or to the principal use of the premises.

Addition means new construction performed on a building which increases the outside dimension of the building.

Alteration means an enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to the electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.

Approved means an approval by the department of commerce or its authorized representative. Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.

Apartment means a part of a building occupied or designed or intended to be occupied by one or more persons as a single-living unit or as a single-family housekeeping unit and which includes the use of kitchen facilities, either in private or in common with others.

Apartment house means any building, which is occupied or designed to accommodate three or more apartments.

Attic means a space under the roof and above the ceiling of the topmost part of a dwelling.

Balcony means a landing or porch projecting from the wall of a building.

Base flood elevation; means the elevation shown on a flood insurance rate map (FIRM) that indicates the water surface elevation resulting from a flood that has a one-percent chance of equaling or exceeding that level in any given year.

Basement means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.

Best management practices means practices, techniques or measures that the department determines to be effective means of preventing or reducing pollutants of surface water generated from construction sites.

Building means Any structure built, used, designed for support, shelter, protection, or enclosure of people, animals, or property of any kind.

Carport means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least two sides completely enclosed.

Certified inspector means a person certified by the department of commerce safety and buildings division to engage in the administration and enforcement of the uniform dwelling code.

Conditioned space means space within a dwelling envelope, which is provided with heated or cooled air or surfaces to provide a heated or cooled space.

Crawl space means that portion of a dwelling below the first floor with its entire floor below grade, which has a clearance of 18 inches or more between the crawl space floor and the underside of the dwelling floor joist framing..

Dead load means the vertical load due to all permanent structural and nonstructural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings and roofs.

Deck means an open, unenclosed exterior floor structure attached or adjacent to the exterior wall of a building.

Detached building means any building 200 square feet or greater, which is not physically connected to the principal structure.

Direct-vent appliance means a gas burning appliance that is constructed and installed so that all air for combustion is obtained directly from the exterior of the building and all flue gases are discharged to the outside of the building.

Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family, and multiple family buildings, but not including hotels or motels.

Dwelling envelope means the elements of a dwelling with enclosed conditioned space through which thermal energy may be transferred to or from the exterior.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used for living, sleeping,

cooking and eating of meals by one person or by two or more persons maintaining a common household, to the exclusion of all others.

Exit means a direct, continuous, unobstructed means of egress from inside the dwelling to the exterior of the dwelling.

Existing dwelling means a dwelling erected prior to the effective date of the Uniform Dwelling Code (June 1, 1980).

First floor means the first floor level above any ground floor or basement or, in the absence of a ground floor or basement, means the lowest floor level of a building.

Flight means a continuous series of steps with no intermediate landings.

Floor area means the habitable area of a room that has a ceiling height of at least seven feet. Rooms with less than seven feet in height for more than 50 percent of the area are not considered to be floor areas.

Garage means a structure used for storing motorized vehicles that has more than two sides completely enclosed.

Ground floor means that level of a dwelling, below the first floor, located on a site with a sloping or multilevel grade and which has a portion of its floor line at grade.

Habitable room means any room used for sleeping, living or dining purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms and similar spaces.

Hotel. See appendix A, section 14.03(89) of this Code.

Infiltration means the uncontrolled inward air leakage through cracks and interstices in any dwelling and around windows and doors of a dwelling caused by the pressure effects of wind, and the effect of differences in the indoor and outdoor air density.

Kitchen means an area used, or designed to be used, for the preparation of food.

Landing means the level portion of a stairs located between flights of stairs or located at the top and foot of a stairs.

Listed and listing means equipment or building components, which are tested by an independent testing agency and accepted by the department of commerce.

Live load means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

Mechanical draft venting system means a venting system for a gas burning appliance that is designed to remove flue or vent gases by mechanical means, such as a fan which may consist of an induced draft portion under nonpositive static pressure or a forced draft portion under positive static pressure.

Naturally vented appliance means an appliance with a venting system designed to remove flue or vent gases under nonpositive static vent pressure entirely by natural draft.

Occupant means an individual or individuals residing in a dwelling or dwelling unit.

Owner means any person having a legal or equitable interest in the dwelling.

Porch means an unenclosed exterior structure at or near grade attached or adjacent to the exterior wall of any building, having a roof and floor.

Repair means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs, or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.

Stabilized means action taken at a site to minimize erosion by mulching and seeding, sodding, landscaping, placing concrete or gravel, or other techniques to prevent soil loss.

Stairway means one or more flights of steps, and the necessary platforms or landings, winder treads, to form a continuous passage from one elevation to another.

Step(s) means a unit(s) consisting of one riser and one tread, alone or in series.

Storage shed means an accessory structure not attached to the principal dwelling, 200 square feet or smaller.

Story means is that portion of a building located above the basement, between the floor and the ceiling.

Structure means anything constructed, the use of which requires location on the ground or attachment to something having location on the ground.

Structural alteration means any change in the supporting members of a building, such as bearing walls, columns, beams, or girders, except such alteration as may be required for the safety of the building.

Structural analysis means a branch of physical sciences, which uses the principal of mechanics in analyzing the impact of loads and forces and their affect on the physical properties of materials in the form of internal stress and strain.

Vent means a vertical flue or passageway to vent fuel-burning appliances.

Window means a glazed opening in an exterior wall, including glazed portions of doors, within a condition space.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 54-3. - Uniform Dwelling Code.

- (a) State uniform dwelling code adopted. Wis. Admin. Code ~~Comm~~SPS. Chapters ~~20-321~~ through ~~25325~~, in association with ~~Comm. 27SPS321.40~~, Manufactured Homes, ~~and Comm. 28, smoke detectors~~ are hereby adopted by reference and made part of this chapter as if fully set forth. Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Future amendments, revisions, or modifications of the Wisconsin Administrative Code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation of one-family and two-family dwellings in this city. The Wisconsin Administrative Codes, as adopted in this chapter, are intended to apply to additions and alterations to one and two-family dwellings, including existing one-family and two-family dwellings, which were built prior to June 1, 1980 (effective adoption date of the uniform dwelling code), detached garages, accessory buildings, as well as new construction. A copy of these Wisconsin Administrative Code provisions and any future amendments shall be kept on file in the office of the city building inspector.
- (b) Enforcement and right to inspect. The building inspector or any inspector of the building inspection department, are hereby authorized and directed to administer and enforce all of the provisions of the uniform dwelling code. The building inspector or any inspector of the of the building inspection department, as a condition of the issuance of a building permit, shall have the authority to enter at any reasonable time during normal work hours, during the course of the work and until final inspection and approval thereof has been given to inspect such premises for compliance of all state and municipal codes in this chapter.
- (c) Building permits required. No one-family or two-family dwelling shall be built, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector. Application for a building permit shall be in writing upon the form designated by the state uniform dwelling permit application.

- (d) (1) Repairs and additions requiring a permit. No addition, alteration or repair to an existing one-family or two-family dwelling shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs or alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation).
- (2) Accessory buildings. No accessory building or structure, including detached garages, open sheds, roof covered patios, gazebos, pergolas, fences, or any other accessory building or structure, shall be constructed, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector.
- (3) One-family and two-family homes built prior to June 1, 1980. No addition, alteration, or repair to a one-family or two-family dwelling that was built before June 1, 1980 as per the effective date of the adoption of the uniform dwelling code shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs as defined in [comm. 20SPS 320.05\(3\)](#) of the uniform dwelling code, alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation). The following conditions shall be exempt from compliance with the uniform dwelling code when the following conditions exist including but not limited to:
 - a. Stairways in existence prior to June 1, 1980 serving existing habitable space and basements may be rebuilt within the same stairwell opening provided that the remodeled stair system shall not be less compliant than the preexisting stair system. The dimension of the riser shall not be greater than the dimension of the tread or nine inches. A minimum of six feet of headroom shall be provided. The minimum width shall not be less than 32 inches.
 - b. Habitable areas above the second floor with a single exit may continue to exist unless and addition is built to the third floor or the floor area is expanded, a second exit would be required in accordance with the uniform dwelling code.
 - c. Windows that do not conform to the required minimum egress size in accordance with the uniform dwelling code [comm. 21.03 \(6\)SPS 321.03\(6\)](#) that are not altered may continue to exist unless an addition or alteration is performed. A bedroom in a basement shall be required to conform to [comm. 21.03 \(6\)SPS 321.03\(6\)](#).
- (4) Submission of plans. The applicant shall submit two sets of plans along with a comprehensive site plan and soil erosion control plan for new construction to one-family and two-family dwellings at the time that the building permit application is filed. A complete set of building, electrical, plumbing and HVAC plans shall accompany every permit application for alterations and remodeling to all one-family and two-family additions, alterations and remodeling. All required plans submitted for approval, shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the minimum requirements of the uniform dwelling code.
- (5) Issuance of the permit. If the building inspector finds that the proposed building repair, alteration or addition complies with all city ordinances and the uniform dwelling code, the building inspector shall approve this application. The issued building permit shall be posted in a conspicuous place at the building site. A copy of any issued building permit shall be kept on file with the building inspection department. All issued permit becomes null and void if work or construction authorized is not commenced within 12 months or if construction or work is suspended or abandoned for a period of 12 months at any time after work is commenced.
- (6) Required inspections and requests. Prior to concealment of any electrical, plumbing, or HVAC installations, buildings shall be inspected at such times and in such manner to be in accordance with all state and local codes, ordinances, or rules applicable thereto. No structural portion of any building or structure shall be covered or concealed until the completion of the required inspections and approval by the building inspector. The permit applicant or an authorized

representative shall notify the building inspector after completion of the required inspections as listed below (inspection types) orally, email or in writing. The building inspector shall make a reasonable effort to conduct all inspections in a timely manner. Work shall not proceed until required inspections have been completed and approval by the building inspector, except that construction may proceed if an inspection has not been performed within two business days after proper notification has been given.

- (7) Inspection types. The following inspections shall be completed for all projects whenever applicable.
 - a. Erosion control inspection. Erosion control measures shall be inspected after implementation and concurrently with the following required inspections for proper maintenance.
 - b. Building sanitary, storm, and water service inspection. The building sanitary, storm sewer, and water service shall be inspected in accordance with chapter [82-SPS 382.21\(1\)](#) of the state plumbing code prior to be covered or concealed.
 - c. Footing, drain tile, and foundation inspection. Footings, drain tiles systems at the footings, and foundations shall be inspected after forms have been removed and required insulation and washed stone over the drain tile are in place, prior to backfilling.
 - d. Underground building drains and drain tile inspection. Plumbing building drain, drain tile, washed stone base, and required sub slab vapor retarder shall be inspected prior to backfilling or placement of basement slab floors.
 - e. Rough inspection. General building construction, plumbing, HVAC, and electrical installations shall be inspected after all work is complete, but before any of the installations are covered or concealed.
 - f. Insulation inspection. Insulation, vapor retarders, air barriers, and exterior drainage planes shall be inspected after installation is complete, but before any of the installations are covered or concealed.
 - g. Final inspection. The dwelling shall not be occupied until a final inspection has been made. The permit applicant shall notify the building inspector orally, or by written notification for a final inspection upon completion of the permitted work, and not more than 30 days after completion. The final inspection shall be performed within five business days after proper notification and prior to the issuance of a certificate of occupancy. The building inspector shall notify the applicant and/or owner in writing of any code violations to be corrected. All code violations shall be corrected within 30 days after written notification unless an extension of time is granted. Failure to obtain a final inspection upon completion of the permitted work, and/or correct noted code violations prior to occupancy, and refused or neglected to pay for previous permits shall be considered in violation of this section and may be subjected to citations and/or a reinspection fee. The building inspector may refuse to issue permits to any person or applicant who has refused or neglected to correct any violations of this chapter.
 - h. Stop work order. If a noted violation is not corrected within 30 days, a stop work order may be served on the owner or the owner's representative, and a copy shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been provided that the noted violation(s) have been corrected.
- (8) Inspection disclaimer. All inspections are intended to cite conditions of noncompliance in accordance with all state and local code standards that are evident at the time of inspections. An inspection does not involve a thorough examination to all appliances, mechanical systems, and closed structural elements of the building or structure.
- (9) Pursuant to Wis. Stats. ~~§101.65 (1m) a state uniform building permit may not be issued to a person unless the person holds a dwelling contractor certification, dwelling contractor restricted~~

~~certification, dwelling contractor financial responsibility certification, or a dwelling contractor financial responsibility restricted certification credential issued by the department of commerce as a registration under s. comm. 5.31, except as provided under Wis. Stats. § 101.654(1)(b).~~

~~Note: Wis. Stats. § 101.654 (1) (b) exempts an owner of a dwelling who resides or will reside in the dwelling and who applies for a building permit to perform work on the dwelling from obtaining a dwelling contractor financial responsibility registration. Under Wis. Stats. § 101.65 (1r), an owner who obtains a building permit needs to sign a statement advising the owner of the potential consequences of hiring a contractor to perform work under the permit who is not bonded or insured under Wis. Stats. § 101.654 (2)(a). 101.654(1)(a)(b) Contractor certification; education: Subject to par. (b), no person may obtain a building permit unless the person annually obtains from the department a certificate of financial responsibility showing that the person is in compliance with sub. (2), completes the continuing education requirements described under sub. (1m), and furnishes to the issuer of the permit proof of completion of those continuing education requirements. Paragraph (a) does not apply to an owner of a dwelling who resides or will reside in the dwelling and who applies for a building permit to perform work on that dwelling.~~

(1m)

(a) The department shall promulgate rules establishing continuing education requirements for persons seeking to obtain a building permit under sub. (1)(a).

(b) The rules promulgated under this subsection shall require all of the following:

1. Completion every 2 years of at least 12 hours of continuing education relevant to the professional area of expertise of the person seeking to obtain a building permit, approved by the department.

2. Attendance at one or more professional meetings or educational seminars designed for both building contractors and building inspectors.

3. For a person who does not hold a certificate of financial responsibility on April 11, 2006, successful completion of an examination developed by the department on the continuing education courses required under this subsection.

(c) The rules promulgated under this subsection may not require a person who holds a certificate of financial responsibility on April 11, 2006, to take an examination on the continuing education courses required under this subsection.

(cm) The rules promulgated under this subsection may not require a person to take continuing education courses, or to take an examination on continuing education courses, that are not relevant to that person's professional area of expertise.

(d) Subject to the continuing education requirements under pars. (b) and (c), the rules promulgated under par. (a) may specify different continuing education course requirements for persons who hold a certificate of financial responsibility on April 11, 2006, and for persons who do not hold a certificate of financial responsibility on April 11, 2006.

(e) The department may approve continuing education courses that are offered by other states.

(d) Certificate of occupancy and use.

- (1) One and two-family dwellings. No one-family and two-family dwelling shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with provisions of this chapter. Every applicant for a building permit shall be deemed to be an application for an occupancy permit.
- (2) Alterations and additions of building. No addition, alteration or repair to an existing building shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with the provisions of this chapter. Every applicant for a building permit shall be deemed to be an applicant for an occupancy permit.
- (3) Change in use. No change in use shall be made to an existing building to another use unless all the applicable provisions of the uniform dwelling code and this chapter are complied with.

(Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 54-4. - Commercial buildings.

- (a) ~~Wisconsin Commercial Building Code~~ Wisconsin Uniform Commercial Building Code (UCBC). Wis. Admin. Code ~~comm. 64SPS 361~~ and the Wisconsin Commercial Building Code ~~comm. 60-66SPS 360-66~~ are hereby adopted by reference and made part of this chapter as if fully set forth. Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Any future amendments, revisions, or modifications of the state commercial building code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation.
- (b) Commercial buildings. Notwithstanding the provisions of the state uniform commercial building code, no commercial building (i.e., any building not covered by the uniform dwelling code) shall be built, enlarged, altered or repaired unless a building permit for that work has first been obtained by the owner or owner's agent from the building inspector. Application for such building permit shall be made as required by Wis. Admin. Code ~~comm. 64SPS 361.30~~ and a copy of such permit, together with the plans and specifications for such construction activities, shall be filed with the building inspector for review in accordance with the requirements of the Wis. Admin. Code ~~comm. 64SPS 361~~, and the state uniform commercial building code ~~comm. 60-66SPS 360-66~~.
- (c) Design.
 - a. Pursuant to Wis. Stats. § 443.14, a public building, structure or place of employment shall be designed by an architect or an engineer, except as provided under Wis. Stats. §§ 443.14 and 443.15;
 - b. Pursuant to Wis. Stats. § 443, a component or a system, including an electrical system, a fire protection system, a heating ventilating and air conditioning system shall be designed by an architect, engineer, or a designer of engineering systems, except as provided under Wis. Stats. §§ 443.14 and 443.15.
- (1) Pursuant to ~~s. comm. 61.30SPS 361.30-1~~, the following buildings are exempt from state plan review:
 - Buildings of group assembly A-2; A-3
 - Business B;
 - Factory F;
 - Mercantile M;
 - Storage S; and
 - Utility and miscellaneous U containing less than 25,000 cubic feet in volume.

~~(2) Buildings exempt from plan review if registered:~~

~~Buildings of group A-2;~~

~~Business B;~~

~~Factory F;~~

~~Mercantile M;~~

~~Storage S;~~

~~Utility; and~~

~~Miscellaneous U containing 25,000 to less than 50,000 cubic feet in volume.~~

- (d) ~~Plan review and approval. Except as provided below the construction of, the alteration of or the addition to a public building or a place of employment may not commence unless plans for the project have been submitted to and approved by the department of commerce or its authorized representative.~~

~~(1) Buildings exempt from plan review:~~

~~Assembly group A-2;~~

~~Business group B;~~

~~Factory group F;~~

~~Merchantile group M;~~

~~Storage group S; and~~

~~Utility and miscellaneous group U, if such building contains less than 24,000 cubic feet in volume, as set forth in Wis. Admin. Code comm. 61.30.~~

~~(2) Buildings exempt from plan review, if registered:~~

~~Assembly group A-2;~~

~~Business group B;~~

~~Factory group F;~~

~~Mercantile group M;~~

~~Storage group S;~~

~~Utility and miscellaneous group U, if such building contains 25,000 to less than 50,000 cubic feet in volume, as set forth in Wis. Admin. Code comm. 61.30.~~

~~(e)(d) Supervision and inspections. Pursuant to SPS 361.40~~

- (1) ~~The proposed construction of a project within the scope of the state commercial building code shall be supervised by a state registered architect or engineer, except that a state registered designer may supervise the installation of heating, ventilation and air conditioning systems, fire protection systems and illumination systems.~~

~~(2) A project does not require supervision by a state registered architect or engineer, if the project or building contains less than 50,000 cubic feet total volume or an addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet. General.~~

(a) Except as provided in par. (b), the proposed construction of a project within the scope of this code shall be supervised by one or more Wisconsin registered architects or engineers, except that Wisconsin registered designers may supervise the installation of heating, ventilating and air conditioning systems, fire protection systems and illumination systems. The person responsible for supervision shall also be responsible for the construction and installation being in substantial compliance with the approved plans and specifications. If the supervising architect, engineer or designer is confronted with a nonconformance with the code during or at the end of construction, that party, together with the designing architect, engineer or designer shall effect compliance or shall notify the department of the noncompliance.

(b) 1. A project does not require supervision by a Wisconsin registered architect or engineer, if the project qualifies under one of the following conditions:

a. The building contains less than 50,000 cubic feet total volume.

b. An addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet.

~~(b)C~~ 2. For the purposes of this paragraph, the utilization of fire walls to divide up a building does not create separate buildings.

~~(3)(2)~~—Compliance statement. Pursuant to SPS 361.40 (4) Prior to initial occupancy of a new building or addition, and prior to final occupancy of an alteration of an existing building, the supervising architect, engineer, or designer shall file a written statement with the authority that issued plan approval certifying that, to the best of his or her knowledge and belief, construction of that portion to be occupied has been performed in substantial compliance with the approved plans and specifications. This statement shall be provided on a form prescribed by the department.

~~(f)(e)~~ Change of occupancy or use. Pursuant to SPS 361.03 (c)(11). Except as provided in sub. (12), ~~No~~ change may be made in the use or occupancy of any building or structure, or any space within a building or structure, that would place the building, structure or space either in a different division of the same group of occupancies or in a different group of occupancies, unless the building, structure or space complies with ~~the state commercial building code~~this code's requirements for the new division or group of occupancies, ~~as these~~ these requirements exist on of ~~these~~ the following dates:

(1) Pursuant to Wis. Admin. Code ~~comm. 61.30~~SPS 361.30, the date when plans for the change ~~of~~ in occupancy or use are approved by the department ~~of commerce~~ or authorized representative;

(2) The date ~~the a local~~ building permit is issued, if plan submittal and approval is not required under Wis. Admin. Code ~~comm. 61.30~~SPS 361.30;

(3) The date construction is initiated, where pars. (a) and (b) do not apply.

~~(3)(4)~~—The date ~~the an~~ occupancy permit is issued, where pars. (a) to (c) do not apply.-

~~(g)(f)~~ Existing buildings and structures. Unless otherwise stated in the state commercial building code, an existing building or structure, and every element, system, or component of an existing building or structure shall be maintained to conform with the building code requirements that applied when the building, structure, element, system, or component was constructed, and to conform to the International Existing Building Code as adopted into the state commercial building code.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 54-5. - Excavation and grading.

- (a) Excavations as public nuisance. Excavations started and not used within six months from the date of initial excavation shall be deemed a nuisance and shall be restored to the original grade level by backfilling, and the owner shall, upon notification from the building inspector in writing, cause such excavation to be properly filled and leveled off within ten days after receiving such notice. Upon failure to comply with such notice, the building inspector may enter upon the premises with such assistance as may be necessary, causing the condition to be corrected and the costs charged against the property and may become a lien against such property and be assessed and collected as a special tax. This section shall also apply to excavations left by the removal or razing of a building, except that such type of excavation shall be deemed a nuisance 30 days after its creation. Nothing in this subsection is intended to in any way abrogate the responsibility of guarding, fencing or otherwise prohibiting access to open excavations.
- (b) Grading.
 - (1) Stormwater drainage plan. At the time a building permit is issued, the building inspector shall provide the permit applicant with a copy of the subdivision stormwater drainage plan prepared by the city in addition to the erosion control permit for such parcel. The stormwater drainage plan shall be accompanied by a copy of subsection 46-4(e) DPMC regarding stormwater drainage easement restrictions.
 - (2) Front and side yard elevations. The finished grade or elevation of a lawn for any structure measured at a point along the front or sides of such structure shall be not less than 18 inches, nor more than 30 inches above the highest point of the established curb elevation of the abutting street(s). In any situation where a building cannot meet the grading requirements set forth in this section due to the topography of such lot or the topography of an abutting street, the building inspector may allow for reasonable variations of such grading requirements.
 - (3) Rear yard elevations. The rear lot finished grades or elevations before seeding or sodding shall conform within +/- one inch, to the grade elevations established by the city as entered on the erosion control permit issued for the subject property. The property owner shall maintain such elevation.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 54-6. - Littering and damage to property during construction.

- (a) Prohibited acts. No person shall cause, maintain or permit the littering of any public or private property with mud, dust, brush, stumps, tree limbs, construction or other types of debris as the result of any construction undertaken within the city. No person shall cause damage to any public street, sidewalk, alley, curb, gutter, sewer system or property. No person shall disturb, damage, or otherwise alter the grade elevation established within any city stormwater drainage easement noted on the property subdivision.
- (b) Enforcement.
 - (1) Upon issuance of a building or wrecking permit, except for minor alterations, a refundable cash deposit of \$100.00 shall be deposited with the city clerk-treasurer by the person securing the permit, referred to in this section as the "owner." In lieu of a \$100.00 cash deposit for each building or wrecking permit, an individual or firm may provide a cash deposit of \$100.00 covering all permits issued to that individual or firm. This deposit shall be maintained at \$100.00, and the building inspector shall not issue additional permits if the deposit is not maintained at \$100.00 and any deficit incurred in correcting the violation is first reimbursed to the city. This deposit shall be refunded when the individual or firm no longer has any active permits, provided that no violations are outstanding at the time of refund. This deposit shall constitute an agreement on the part of the owner to assume responsibility for compliance with the terms of this section on behalf of all persons directly or indirectly employed in the work for which such permit was secured. In addition to such deposit, the owner shall submit a signed,

written statement, filed with the building inspector, setting forth the condition of the street, sidewalk, alley, curb, gutter, sewer system or other public property. Any claim of damage or debris existing prior to commencement of work under the building permit may be inspected and certified by the building inspector and shall not be the liability of the claimant. The building inspector may waive the requirements of a cash deposit if he or she determines that the proposed construction is limited in scope and unlikely to cause any littering or damage.

- (2) If any authorized deputy of the director of public works determines that a violation exists, written notice shall be given the foreman on the site and/or the owner, ordering compliance within not less than four hours nor more than 48 hours. Upon expiration of the order, if compliance has not been achieved, the city may undertake to correct the violation, with all costs being deducted from the cash deposit posted by the owner. If the cost to the city of correcting a violation shall be more than \$100.00, the remainder shall be charged to the owner in the form of a special assessment on the property taxes.
- (3) If the owner transfers title of the property prior to payment of all charges for the correction of violations of this section, responsibility for payment shall remain with him or her and no further permits will be issued until such payment is made.
- (4) Upon completion of final inspection by the building inspector, the cash deposit shall be returned, less any deductions made for the corrections of violations by the city.

(Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, §§ 13, 14, 8-20-2013)

Sec 54-7 Fences and hedges.

- 1) Definition. For the purposes of this ordinance, a fence is herein defined as an enclosing barrier, screening or wall consisting of wood, stone, metal, or other material. -A hedge is herein defined as a screening or barrier consisting of vegetation.
- 2) General regulations. No fence shall have sharp or pointed pickets dangerous to life or limb. Hedges and other plantings shall be continuously trimmed and all parts thereof confined to the property on which they are planted. The owner of the property shall be responsible for locating all property lines prior to construction of any fence. Fences, walls, and hedges may be located along a lot line and shall not encroach on the adjacent properties.
- 3) Residential fences.
 - a) No fence exceeding three (3) feet in height shall be allowed within the front yard or corner side yard building setback limits, except fences may be constructed to a height of four (4) feet in corner side yards and front yards of lots provided the same is a see-through design (60 percent + visibility).
 - b) The maximum height of fences on any other property line shall not be more than six (6) feet.
 - c) A fence may be allowed to be constructed to eight (8) feet in height abutting a non-residential zoned property.
 - d) Barbed wire fences, permanent chicken wire, hardware cloth, snow fencing, electrical fences, and single, double, and triple strand fences are prohibited.
 - e) Fences, walls, and hedges shall comply with the vision triangle requirements of this section (54-7(4)).
 - f) The most attractive side of a fence shall face the adjoining property, meaning that the structural supporting elements are located on the inside of the property.
 - g) Fences, hedges or walls installed or constructed in a drainage easement shall not impede normal water drainage. Fences, hedges or walls installed or constructed in a utility easement may be removed by the utility contractor at the owner's expense.
- 4) Vision Triangle Clearance. The vision triangle area is defined as follows: Beginning at the intersection of the projected street curbing lines of two intersecting streets; thence thirty (30) feet along one property

line; thence diagonally to a point thirty (30) feet from the point of beginning on the other property line; thence to the point of the beginning.

a) No obstructions shall be permitted in the triangular area except for landscaping and fences as regulated by the fence ordinance.

b) Shrubs, trees, and other vegetation shall not exceed thirty (30) inches in height and shall be largely see-through or shall not create a traffic vision hazard. The building inspector shall be primarily responsible for determining that such growth is maintained to this height and shall notify the property owner and direct that such hedge be trimmed to the height consistent with safe use of a public right-of-way, or removed if necessary.

c) All new and existing deciduous trees shall be free of branches up to a height of six (6) feet above the ground. Coniferous (evergreen) trees shall be maintained so as not to cause a vision traffic hazard.

d) A ten (10) foot vision triangle shall be observed at property lines abutting alleys.

5) Fence Height. The height of the fence shall be determined from the finished grade to the top of the highest portion of the fence panel. Where the fence is separated by a grade difference with a neighboring property, such as a retaining wall or berm, the fence height shall be determined based on the average of the highest and lowest grade.

6) Commercial/Industrial Fences. Fences used for industrial or commercial purposes shall have a maximum height of eight (8) feet. Arms or extensions which project from the fence must project into the lot proper. No fence or other structure consisting in whole or in part of barbed wire, rods, bands or other material dangerous to life and limb, shall be erected along or within four (4) feet of any public streets, sidewalks, or alleys in the City.

7) Enforcement and Penalties. Any person who violates the foregoing provisions shall be subject to a forfeiture of not less than \$5.00 and not more than \$200.00 for each offense. Upon notification of violation by the building inspector, each day a violation is allowed to continue to exist shall constitute a separate violation.

Sec. 54-~~78~~. - Swimming pools, hot tubs, spas and backyard ponds.

- (a) Purpose. The purpose of this section is to provide for the health, safety and welfare of all individuals and to provide land use controls in the city.
- (b) Application. This section shall apply to all new, remodeled, altered and relocated private swimming pools, hot tubs, spas and ponds.
- (c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Portable pool means a container of water less than 18 inches in depth that can be readily be disassembled for storage and reassembled to its original integrity.

Spa or hot tub means a hydro massage pool or tub for recreational or therapeutic use, designed for immersion of users, which may or may not have a filter, heater and motor driven blower.

Swimming pool means any depression in the ground, either temporary (installed for a period of less than seven days) or permanent (installed for a duration of more than seven days), or an above ground or below ground container of water, either temporary or permanent, which is 18 inches or greater in depth used primarily for the purpose of wading or swimming, excluding portable pools.

Backyard ponds or landscape pond means any naturally occurring or manmade depression in the ground containing or detaining water, either temporary or permanent which is 18 inches or greater in depth and is used for the purpose of a fish pond or landscape water garden. The definition does not include retention or detention ponds used for a stormwater management plan required by the city as a requirement under chapter 28 of this Code.

- (d) Permit required. Before commencing the construction and installation of a swimming pool, hot tub, spa, or pond, a permit authorizing such construction must be obtained from the building inspector. Permit applications shall be accompanied by fully dimensioned plans showing the following information:
 - (1) Location of swimming pool, hot tub, spa or pond on the lot showing the distance from property lines, easements and structures;
 - (2) Location of overhead and/or underground wiring in relation to swimming pool, hot tub, spa, or pond;
 - (3) Dimensions and depth of swimming pool, hot tub, spa or pond;
 - (4) Type, location and height of fence either if existing or proposed;
 - (5) Type, dimensions and location of deck if proposed.
- (e) General requirements.
 - (1) Swimming pools, hot tubs, spas, and ponds shall not be allowed in the front yard and interior side yard building setbacks of interior lots.
 - (2) Swimming pools, hot tubs, spas and ponds shall not be allowed in the front yard, corner side yard and interior building setbacks of corner lots.
 - (3) Interior side yard and rear yard setbacks for swimming pools, hot tubs, spas and ponds shall be a minimum of ten feet measured from the property line.
 - (4) Swimming pools shall not be located closer than five feet to any structure other than a deck.
 - (5) Swimming pools, hot tubs and spas shall not be located in utility or drainage easements and shall not be located in a conservancy.
 - (6) All plumbing shall meet the requirements of the state plumbing code [comm. 81-85SPS 382-85](#).
 - (7) All electrical work shall meet the requirements of the state electrical code, [comm. 16SPS 316](#) and the National Electrical Code.
- (f) Fence requirements.
 - (1) A fence of not less than four feet in height, measured from grade, shall completely enclose all swimming pools, hot tubs, spas and ponds with the following exceptions:
 - a. Hot tubs and spas do not need fence protection as long as their covers can be fastened and key locked when unattended and shall be able to withstand 150 pounds.
 - b. Where decks surround or adjoin an aboveground swimming pool, hot tub, spa or pond, a three-foot minimum height guardrail mounted to and measured from the deck surface to the top of the guardrail will be considered as meeting the fencing requirements as long as the design and construction regulations of this section are complied with and the overall vertical measurement from grade (ground) level to the top of the guardrail is a minimum height of four feet. Sides of stairs and gates leading to a deck shall also comply with the requirements of this section. Interior side yard and rear yard setbacks for a detached deck surrounding a swimming pool, hot tub, or spa shall be measured ten feet from the property line.
 - c. Ponds may be exempt from the fence requirements if an approved wire screen, mesh or grate is placed and maintained three to four inches below the waterline of sufficient strength to withstand a weight of 100 pounds.

- (2) Fences shall be located a minimum of four feet beyond the outside perimeter of a swimming pool, hot tub, spa or pond.
- (3) Fences shall be constructed and designed so as to prevent penetration of an object greater than four inches in diameter through or under the fence.
- (4) Fences shall be able to withstand 200 pounds of force in any direction and shall be properly maintained in a good state of repair and appearance.
- (5) Fences with horizontal boards spaced more than one inch apart are prohibited.
- (6) All gates or doors opening through a fence enclosure shall be kept securely closed at all times while unattended and shall be equipped with a self-closing and self-latching device designed to keep such gate or door securely closed. All gates or doors shall comply with all other height and structural requirements of this section.
- (7) Portable pools do not need fence protection but must be drained or covered in such a manner as to provide public safety when left unattended.
- (8) To ensure public safety, variances for lesser fence heights than specified in this section shall not be granted.
- (g) Shielding lights. Lights used to illuminate any residential swimming pool, hot tub or spa shall be so arranged and shaded as to reflect light away from adjoining premises.
- (h) Drainage. In no case shall any swimming pool, hot tub, or spa be drained on to properties other than that of the owner of the swimming pool, hot tub or spa.
- (i) Sanitation. Filtration systems shall be maintained in proper working order. The swimming pool, hot tub or spa shall be kept clean and in sanitary condition at all times.
- (j) Unnecessary noise. No person shall make, continue or cause to be made or continued, at any swimming pool, hot tub, or spa any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. In the operation of the swimming pool, hot tub or spa, the use or permitting the use or operation of any radio, receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing of the persons who are in the residential swimming pool, hot tub or spa premises, shall be unlawful.
- (k) Interference with enjoyment of property rights. No residential swimming pool, hot tub or spa, shall be so located, designed, operated or maintained so as to interfere unduly with the enjoyment of the property rights of owners of property rights of owners of property adjoining such residential swimming pool, hot, tub or spa located in the neighborhood of such residential swimming pool, hot tub or spa.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 54-~~89~~. - Moving or razing buildings.

- (a) Permit required.
 - (1) Except as provided below, a permit is required to move or raze any building in the city. Before such permit is granted by the building inspector, the party applying therefore shall submit a properly completed application for the permit to the building inspection department. Such application shall include:
 - a. Name of applicant;
 - b. Name and address of property owner(s);
 - c. Address and legal description(s) of property involved;

- d. Description of work to be completed, including street route and travel time where building moving is involved; and
 - e. Such other information as determined necessary by the building inspector.
- (2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or razing activities.
- (3) A permit shall not be required for moving or razing private accessory sheds.
- (b) Bond required. The applicant shall include with such application a surety bond in the sum of ~~\$250,000.00~~\$5,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.
- (c) Insurance requirements. No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:
 - (1) Moving permit.
 - a. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$1,000,000.00 aggregate.
 - b. Auto liability:
 - i. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - ii. Property damage: \$100,000.00 each occurrence.
 - (2) Razing permit.
 - a. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$2,000,000.00 aggregate.
- (d) Compliance with state law. The permit holder shall comply with all relevant state statutes and other applicable provisions of this Code.
- (e) Additional conditions for moving permit.
 - (1) Applicant shall obtain a street closure permit from the department of public works. Such permit request shall include all necessary approvals from public utilities or communications carriers.
 - (2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.
 - (3) The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.
 - (4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.
 - (5) Tree trimming.
 - a. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.

- b. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.
- (f) Additional conditions for razing permit.
 - (1) Except as provided below, a raze permit may be issued not less than ten calendar days following the building inspector's receipt of a fully completed application, unless the chair of the commission, in writing, earlier notifies the chief building inspector or assistant building inspector of its non-interest in or completion of documentation of the property.

(Ord. No. 14-01, § 1, 1-7-2014; Ord. No. 15-30, § 1, 11-3-2015)

Editor's note— Ord. No. 14-01, § 1, adopted Jan. 7, 2014, repealed the former § 54-8, and enacted a new section as set out herein. The former § 54-8 pertained to moving buildings and derived from Ord. No. 08-31, § 1, 11-18-2008.

Sec. 54-~~910~~. - Fees for building permits and inspections.

- (a) At the time the application for a building permit is filed, the applicant shall pay such fees for such services as are determined by resolution of the common council. Such fees may include late fees, inspection fees and fees for expedited process.
- (b) For all fees based upon building square footage, the square footage calculation shall include all floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.
- (c) Permit duration. All permits requiring state approval and all permits for initial construction of one-family and two-family dwellings shall be valid for a period of two years from date of issuance. All other permits shall be valid for one year from date of issuance. Renewal of expired permits shall include fee assessments for such renewal in addition to other fees required by law.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 54-~~1011~~. - Heating, ventilating and air conditioning permit fees.

- (a) Permit required. No person shall repair or install any furnace/boiler, air conditioner, fireplace or wood burning stove, or commence any other heating, ventilating or air conditioning work in any structure under the scope of this chapter, or as provided by any Wisconsin Administrative Code provisions adopted under this section, without first obtaining a permit therefore from the building inspector. In addition to any plans and specifications which may be otherwise required by this chapter, the building inspector may require additional information consistent with his or her duty to review such plans prior to issuing a permit under this section.
- (b) Fees. The applicant shall, at the time such permit application is filed, shall pay such fee for such services as determined by resolution of the common council. Such fees may include late fees, inspection fees and fees for expedited process.
- (c) For all fees based upon building square footage, the square footage calculation shall include all heated floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.

(Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, § 15, 8-20-2013)

Sec 54-12 Tents and temporary structures.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Tent: Any temporary structure or enclosure, the roof of which and/or one-half or more of the sides are constructed of silk, cotton, canvas, fabric, or sim.

Temporary Structure: Means any tent, trailer or other structure used for human shelter which is designed to be transportable.

(b) Provided is a list of requirements for the life, health, and safety to the use for tents and temporary structures. It is the license/permit holder's responsibility to comply with the applicable section of this chapter, adoptions of the Wisconsin uniform commercial building code, international mechanical code, international fuel and gas code and the international fire code.

1. Use Period: The provisions of this section shall apply to temporary tents or structures erected for a period of less than 180 days.
2. Permit: Temporary structures that cover an area in excess of 200 square feet, including connecting areas or spaces with a common means of egress or entrance, which are used or intended to be used for the gathering together of 10 or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building inspector.
3. Construction Documents: A permit application and construction documents shall be submitted to the building inspector for each installation of a tent or temporary structure. The construction documents shall include a site plan indicating the location and information delineating the means of egress (MOE) and the anticipated occupant load.
4. Location: Temporary tents and structures shall be located in accordance with the adopted International Building Code Table 602 based on the fire-resistance rating of the exterior walls for the proposed type of construction.
5. Electrical Installations: Electrical systems in all tents that accommodate more than 50 people shall be installed in accordance with the requirements of the Wisconsin administrative code SPS 316 electrical. All such systems shall be maintained and operated in a safe and workmanlike manner. All systems shall be properly grounded, GFCI protection to all outlets with UL approved enclosures, and cables on the ground in areas traversed by the public shall be protected by approved covers.
6. Exits: Exits shall be spaced at equal intervals around the perimeter of the tent or structure and shall be located no more than 100 feet apart.
 - a. Occupants of 49 or less and a common path of egress travel distance not to exceed 100 feet shall require a minimum of one exit.
 - b. Occupants of 50 or more shall have a minimum of two exits located at or near the opposite ends of the tent or structure.
 - c. Exits shall be uniformly distributed but in no case shall the line of the exit travel distance be greater than 100 feet.
7. Portable Fire Extinguishers: Fire extinguishers with a minimum rating of 2A-10B:C shall be provided in all tents used as places of outdoor assembly where more than 50 persons can be accommodated and shall be placed within 75 feet of anywhere in the tent or structure.
8. Structural Elements and Wind Loads: Tents and temporary structures shall be designed and constructed to resist any lateral and uplift forces of a design wind load of 90 mph.

- 9. Flame-resistant treatment: required for all tents and membrane structures where cooking takes place.
- 10. Heating or cooking equipment: Tanks, piping, hoses, fittings, valves and tubing and other related components shall be installed in accordance with the adopted 2009 international mechanical code and the international fuel and gas code. LP gas containers shall be located outside. Containers 500 gallons or less shall have a minimum separation of 10 feet between container and tents or membrane structures. Gas cylinders shall be adequately secured.
- 11. Combustibles and tent maintenance: All weeds and combustible vegetation shall be removed from the area adjacent of or within 30 feet of any tent. The grounds both inside and outside of tents shall be kept free and clear of combustible material and waste. The waste shall be stored in approved containers or removed from the premises.
- 12. Smoking shall not be permitted: No smoking allowed in the tents or structures and approved "NO Smoking" signs shall be conspicuously posted.

(1) Sec. 54-13 - Portable storage pods/containers and dumpsters. Definition: A portable weather resistant container greater than 385 cubic feet (7 by 7 by 8 feet) used for storage and containment of household goods, wares, building material, and other miscellaneous goods.

(2) Portable storage container use:

- a. No more than one (1) portable storage container on a property at any given time.
- b. No portable storage container shall be allowed for more than thirty (30) days on a property, unless an extension is given by the Building Inspector.
- c. Portable storage containers shall not be larger than eight (8) feet wide, twenty (20) feet long, and eight (8) feet high.
- d. Portable storage containers shall not be placed on the street, city right-of-way, sidewalk, nor cause a vision hazard to traffic.
- e. Portable storage containers shall be stored on a hard surface only (concrete, asphalt, or brick pavers).

(3) Dumpsters may be used for the duration of a building or alteration project. Once the project has been completed, the dumpster shall be removed from the property within thirty (30) days.

Sec. 54-~~14~~14. - Violations and penalties.

- (1) Records. The building inspector shall perform all acts and keep all records required under the uniform dwelling code or other state or municipal code adopted hereby. In addition thereto, the inspector shall keep applications for building permits for such purposes and shall regularly number each such permit. A record showing the number, description, and size of all buildings erected indicating the kind of materials used and the cost of each building aggregate cost of all one-family and two-family dwellings shall be kept.
- (2) Penalty. No person shall erect, use, occupy or maintain any building or structure subject to regulation under this chapter in violation of any provision of this chapter or to cause or permit any such violation to be committed. Any person violating any provision of this chapter shall, upon conviction, be

subjected to a forfeiture as determined by resolution of the common council, together with the costs of prosecution, and if in default of payment, shall be imprisoned for a period of not less than one day nor more than six months, or until such forfeiture and costs are paid. For purposes of this subsection, each 24-hour period any such violation is allowed to exist shall constitute a separate violation.

(Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 14-20, § 1, 12-16-2014)

Sec. 54-~~1215~~. - Appeal of building inspection decisions.

Any person feeling aggrieved by an order or determination of the building inspector may appeal from such order or determination as provided by state law. If state law is not applicable, appeal may be to the board of appeals under procedures customarily used to effectuate an appeal to the board of appeals.

(Ord. No. 08-31, § 1, 11-18-2008)

Sec. 8-22. - Fences and hedges.

- (a) *Definition.* For the purposes of this section a fence is herein defined as an enclosing barrier constituting of vegetation, wood, stone or metal, or other material. The term "fence" shall be construed to include planting, such as hedges.
- (b) *General regulations.* No fence shall have sharp or pointed pickets dangerous to life or limb. Hedges and other plantings shall be continuously trimmed and all parts thereof confined to the property on which planted.
- (c) *Residential fences.* No fence exceeding three feet in height shall be allowed within the front yard or corner side yard building setback limits, except fences may be constructed to a height of four feet in corner side yards and front yards of lots rather than corner or through lots provided the same is a see-through design (90 percent plus visibility). The maximum height of fences on any other boundary line shall not be more than six feet. Barbed wire fences, electrical fences, and single, double and triple strand fences are prohibited. The most attractive side of a fence shall face adjoining property.

Hedges and other plantings may be permitted to grow to their natural height provided that such growth within the setback limits of street right-of-way does not create a traffic or safety hazard. The chief of police shall be primarily responsible for determining the safety and traffic factors of such growth and shall report any hazardous situations to the building inspector who shall notify the property owner and direct that such hedge be trimmed to a hedge consistent with safe use of a public right-of-way, or removed if necessary.

- (d) *Commercial, industrial fences.* Fences used for industrial or commercial purposes shall have a maximum height of eight feet. Arms or extensions which project from the fence must project into the lot proper. No fence or other structure consisting in whole or in part of barbed wire, rods or bands or other material dangerous to life and limb, shall be erected along or within four feet of any public streets, sidewalks, or alleys in the city.
- (e) *Enforcement and penalties.* Any person who violates the foregoing provisions shall be subject to a forfeiture of not less than \$5.00 and not more than \$200.00 for each offense. Upon notification of violation by the building inspector, each day a violation is allowed to continue to exist shall constitute a separate violation.

(Code 1974, § 41.07; Ord. No. 09-30, § 3, 12-15-2009)

14-08. - Fences, walls, hedges and tents.

- (1) Fences, walls, and hedges shall be regulated as provided in Section 8-22, Municipal Code.
- (2) Tents.
 - (a) No tent shall be erected, used, or maintained for living quarters.
 - (b) The requirements for tents used for purposes other than residential shall be as specified in Article VI.

(Ord. No. 13-17, § 3, 8-20-2013)

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018
DEPARTMENT: Human Resources
FROM: Shannon Metzler
SUBJECT: Consider updates to Compensation Policy*

ATTACHMENTS:

- Changes to perf appraisals II (DOCX)
- Comp Policy-Proposed Changes (DOCX)

Memo**City of De Pere**

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Updates to Compensation Policy
 Date: October 9, 2018

As you may recall, we have a performance management team comprised of employees from various departments. The purpose of the team is to provide input on the performance management process, form and pay for performance program. The team meets every year after the performance appraisal process is completed and modifies the program from one year to the next based on feedback from employees. We have decided, as a team, to develop a significantly different process beginning in 2019. Rather than the once a year formal performance appraisal, the team wants to have less formal and more frequent “check ins” throughout the year. The supervisors and department heads are in support of the new process.

Concerns with Current Process:

The team is suggesting the process be changed for a variety of reasons. Some of the reasons include: form is too lengthy and cumbersome, process is too long and complicated, employees are only evaluated once per year, employees don’t like the 360 reviews, employees getting hung up a physical rating number.

We are also having difficulty getting employees with outstanding performance beyond step 6 of the pay plan due to lack of funding. The compensation plan has six steps. Employees advance on the pay scale one step per year of service if meeting expectations. Step 6 is equal to the market rate (avg. rate) for the position. Employees may advance beyond step 6, but only through pay for performance.

The Compensation Policy allows for 1% of employee salaries to be put aside in the budget for pay for performance, which includes merit pay and performance awards (either through salary increase, paid time off or a bonus). Merit pay amounts (determined by performance appraisal score) are paid out first and the remaining dollars may be spent on performance awards (i.e. salary increase, bonus and/or paid time off). Employees are appropriately awarded bonuses and paid time, however only a few salary increases have been provided each year. Funding for the program is typically the reason such few employees are receiving salary increases.

New Process Includes:

- More frequent meetings with supervisors to discuss and document performance
- Less formal and cumbersome evaluation tool
- Condensed process
- Numerical ratings eliminated
 - Amount of merit pay was determined based on the rating an employee received on their performance appraisal. Therefore, merit pay will no longer exist.
- Any salary increases will be funded as part of the budget process and provided to employees the January 1st after being approved by the performance award review team
- 360 evaluations eliminated
- Recommendations (formerly known as nominations) submitted only by supervisor and/or department head

The Compensation Policy, which includes performance management, was amended and shows the proposed changes.

If you have any questions prior to the meeting, please contact me at 339-4045. Thank you.

6.9 Compensation Policy

The City of De Pere believes in providing fair and equitable compensation for its employees, such that it will be highly competitive with comparable municipal organizations in the State of Wisconsin.

- a. Objectives. The City has adopted this compensation policy to:
 - i. attract and retain well-qualified employees;
 - ii. provide incentives and motivate employees toward higher performance to achieve the City's short and long-term goals;
 - iii. communicate the organization's expectations regarding different rates of pay;
 - iv. maintain competitive pay levels within the City's limited resources and state-imposed expenditure caps; and
 - v. ensure the consistent administration and application of its compensation policy.
- b. Program. Newly hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director. Hiring above Step 6 (control point) requires approval of the City Administrator. The City Administrator has the ability to increase an employee's wage for retention purposes.
- c. Review of Pay Plan. Pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, but at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity. A yearly summary of the plan's performance shall be completed by City Administration and report given to the Council.
- d. Changes in Pay Grade. Considerations for change in pay grade can be initiated by the employee, department head or Finance/Personnel Committee and submitted to Human Resources. ~~If initiated by an employee, the department head will be requested to submit documentation for presentation to the Finance/Personnel Committee as to whether the request of the employee for change in pay grade is warranted.~~ A change in pay grade will only be considered if the employee's duties have changed sufficiently to warrant a reevaluation. All pay grade changes must be approved by the Finance/Personnel Committee and Common Council.
- e. Pay Increases.
 - i. Step Movement. Employees below the range Control Point shall advance the equivalent of one step a year until they reach the Control Point. These increments shall be based upon measured performance that at least meets

expectations and shall be in addition to any other approved general yearly market adjustment.

- ii. Yearly Adjustments. Yearly wage adjustments (based on Midwest consumer price index and market) may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 120% of market) are eligible for a market adjustment.
- iii. Pay for Performance. An incentive program to reward employees for exceptional work exceeding expectations. ~~The City rewards exceptional performance two ways: (1) merit pay and (2) performance award.~~

1. Merit Pay

a. Merit Pay Award.

~~Employees are evaluated utilizing determined competencies on their performance appraisal and are eligible to receive merit pay for each competency score. The maximum amount of merit pay an employee is eligible for is \$600 per year. The dollar value per competency identified below is based on the performance appraisal having 8 competencies. If a performance appraisal has more or less than 8 competencies, the total amount for each competency will be pro-rated, with the max remaining at \$600.~~

- ~~• \$75 for each competency in which the employee receives a rating of 4~~

2. Performance Award.

~~Employees may be nominated for a performance award by themselves, anonymously by a co-worker, or by a department head (done in consideration of feedback from immediate supervisor). All nominations must be approved by the employee's department head to be considered. Employees may be recommended by their supervisor/department head for an outstanding performance award. Recommendations are submitted by the supervisor/department head, but may be completed/written in conjunction with the employee. See **Addendum Q** for procedures on how to submit a nomination.~~

Award Options.

- ~~Option 1: Recommendation for salary increase: percentage increase added to annual salary (applicable to those not red-circled or stepping)~~
- ~~Option 2: Recommendation for bonus or paid time off (PTO).~~
 - ~~Bonus - paid out as a set dollar amount (applicable to all employees including those red-circled)~~
 - ~~Paid time off – one time allotment of paid time off (applicable to all employees including those red-circled). Upon termination, unused paid time off will be paid out.~~
- ~~Combination of two of the above (ex. bonus and paid time off)~~
 - ~~Salary increase—percentage increase added to annual salary (applicable to those not red-circled or stepping)~~
 - ~~Bonus—paid out as a set dollar amount or a percentage of salary (applicable to all employees including those red-circled)~~
 - ~~Paid time off (applicable to all employees including those red-circled). Upon termination, unused paid time off will be paid out.~~
- ~~Combination of two of the above (ex. salary increase, bonus or paid time off)~~

Review Team.

A Performance Award Review Team will review all employees recommended for an outstanding performance award.

The Performance Award Review Team will consist of the City Administrator along with two supervisors from an outside organization. After reviewing all ~~nominations~~recommendations, the Performance Award Review Team will decide which employees warrant an outstanding performance award when rated against all City employees ~~nominated~~recommended for a performance award.

The Performance Award Review Team will decide how performance awards will be distributed.

Funding of Pay for Performance Program. The total funds to be used for employees bonuses will be recommended by the Mayor annually as part of the proposed executive budget. Total funds to be used ~~for the pay~~ for ~~performance programs~~salary increases will be determined by the Common Council annually as part of the annual budget approval process.

Total pay disbursement to employees cannot exceed the total funding available for pay for performance pay in the adopted budget. If total pay

expenditures are below available funds, excess funds are returned to the general fund balance at the end of the calendar year.

The pay for performance funds for bonuses will be determined each year by taking 1% of the prior year's payroll. Bonus and paid time off are awarded as soon as practical following the pPerformance Aaward rReview Tteam meeting. Merit pay disbursements will be first determined and the remaining funds may be used for performance awardsSalary increases will be effective the first of the year following the pPerformance Aaward rReview tTeam meeting and budgeted as part of the annual budget process for each department. .

Employee Eligibility. Regular full time non-represented employees and part time employees who have been employed for at least one full year are eligible for performance awards. Employees who have had a written warning or higher during the appraisal year12 months prior to the recommendationnomination deadline -are not eligible for a performance award. Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of eligibility. The City Administrator has the ability to withhold performance awards for employees that are under investigation. Regular full-time non-represented employees and part-time employees.

Employees must be employed with the City for the full appraisal year to receive pay for performance. Pay will be prorated as a percentage of a 2,080-hour annual work schedule for part-time employees. Part-time employees who worked additional hours during the appraisal year will receive merit pay based on percentage hours worked that year, if at least 5% higher than their regularly scheduled hours.

An annual performance appraisal must be completed for the year in which the merit pay is based.

Employees who do not meet expectations in any area of the performance appraisal for the year are not eligible for a performance award; however they are eligible for Merit Pay. Employees who had a written warning during the appraisal year are not eligible for a performance award, but will be eligible for merit pay. Employees who were suspended during the appraisal year are not eligible for merit pay or performance award. The City Administrator has the ability to withhold merit pay and performance awards for employees that are under investigation.

Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to

~~disciplinary action by the City are not considered actively employed for purposes of eligibility.~~

~~Disbursement of Merit Pay and Performance Awards. All payments (merit pay and performance awards) will be disbursed to eligible employees in the second payroll in May of each year or the first payroll following the completion and tabulation of all appraisals of eligible employees.~~

6.10 Performance Management – ~~Annual Performance Appraisal~~Check-In Process

The ~~performance appraisal~~check-in process provides a means for discussing, planning and reviewing the performance of each employee. Regular performance ~~appraisals~~check-ins:

~~Help employees clearly define and understand their responsibilities.
Provide criteria by which employees' performance will be evaluated.
Suggest ways in which employees can improve performance.
Identify employees with potential for advancement within the City of De Pere.
Establish goals and a work plan for the coming year.
Provide a fair basis for merit pay and performance awards.~~

I. ~~Annual Performance~~Check-In Components

~~a. Rated criteria:~~

~~i. Evaluation of general annual performance competencies. Competencies are rated by the supervisor for all non-represented positions throughout the City.~~

~~ii. Competencies will be rated on a 4-point scale.~~

~~b. Not rated criteria:~~

~~i. Associate/Direct Report 360 Feedback.~~

~~ii. Performance Goals for evaluation year.~~

- Important accomplishments since last check-in
- Goals or areas of opportunity to focus on over the next several months
- Additional topics the supervisor may discuss such as career goals, assistance the employee needs, changes the employee may suggest, etc.

~~II. Rating Options~~

~~Competencies are rated on a 4-point scale. The definitions below give a general description of each rating.~~

~~4—You're outstanding—You exceed what's expected of you in every way. You proactively seek out additional responsibility while over-performing in delivering your own objectives. You are seen as a role model within your team and have an outstanding reputation with people outside your team.~~

- ~~3—You're doing a great job—You are delivering all of your objectives, maybe even excelling in a few, as well as behaving in the way that is expected of you. You're a valued member of the team, making a great contribution to the City.~~
- ~~2—You're almost there—You are achieving most of your objectives but not all of them and do have some development areas. You might be new to the role and had a step up in responsibility, moved to a new area, or be inconsistent in delivery—needing to demonstrate performance improvement.~~
- ~~1—Unsatisfactory—You aren't delivering your objectives or may be demonstrating negative behaviors on a regular basis. Your performance is failing to meet the standards expected from you.~~

~~Total scores should resemble a bell curve where the majority of employees will fall into the middle as meeting expectations and a small percentage will be at the top and bottom.~~

~~III.II. Annual Appraisal Check-In Process~~

~~Human Resources manages the overall annual appraisal process and calendar for annual performance appraisals.~~

~~The following steps take place to complete an annual performance appraisal. Once each step is completed, the next step may take place.~~

~~Supervisors will conduct documented check-ins with their employees during the year to review past and future performance. Employees will sit down with their supervisor and discuss their accomplishments, areas to focus on over the upcoming months, and other possible topics.~~

~~1. Human Resources~~

~~Notifies employees to complete a self-appraisal and due date. Employees without email will be notified by their supervisor.~~

~~2. Employees~~

~~Completes a self-appraisal, selecting a rating for each competency. If a rating that is above or below "You're Doing a Great Job" is selected the employee is required to add supporting comments for their rating. Employees rating themselves 4 should provide specific examples to support their rating. (Supervisors will be able to see the employee's ratings and comments for each competency.) Employees may add goals and/or development plans if desired. A minimum of one goal will be required prior to finalizing the appraisal. Once completed, they will submit their self-appraisal to their immediate supervisor. As part of the performance evaluation process, employees may also be requested to provide a 360 evaluation for another employee(s).~~

~~3. Immediate Supervisor~~

~~If an employee has had more than one supervisor during the review period, the current supervisor will rate the employee if the employee has been supervised by the current supervisor for more than six months; if the employee has been supervised by their current supervisor for less than six months, then the current and previous supervisor (if still employed with the City) will complete the appraisal together.~~

~~Identifies and sends invitations to associates and/or direct reports (typically 2-4 City employees at any level that often work with the employee) to provide 360 feedback on the employee. After the 360 feedback has been received and reviewed by the immediate supervisor, the immediate supervisor rates the employee in each competency, providing supporting comments and examples for any rating that is above or below a 3 rating, "You're Doing a Great Job". Supervisors shall include 360 comments with discretion (positive and negative) under each of the appropriate competencies, noting that the comments came from a 360 evaluation. The comments should be whitewashed. The immediate supervisor may add goals and/or development plans or wait to complete the goals and/or development plan sections with the employee. A minimum of one goal will be required prior to finalizing the appraisal. The immediate supervisor sends the appraisal to the department head for review, if applicable. The department head has the option to approve the appraisal or send it back to the immediate supervisor for additional comments/consideration. The department head submits the appraisal to Human Resources.~~

~~4. **Human Resources**~~

~~Reviews and approves the appraisal and sends it back to the immediate supervisor to review with the employee. Human Resources has the option to approve the appraisal or send it back to the immediate supervisor and/or department head for additional comments/consideration.~~

~~5. **Immediate Supervisor**~~

~~Meets with each employee individually in a private setting to cover the appraisal and create specific performance goals for the upcoming year. (Performance goals need to be measurable and directly related to expectations associated with the role and responsibilities of the employee's position.)~~

~~6. **Employee**~~

~~Sign off on the appraisal, adding any final comments.~~

~~7. **Supervisor/Department Head**~~

~~Sign off on the appraisal.~~

~~8. **Human Resources**~~

~~Determines merit pay amounts based on the supervisor's rating on the performance appraisal and informs employees of any merit pay and/or performance awards through the pay for performance program.~~

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Anonymous Donation to Replace Crossing Guard Vests*

The police department has received a cash donation in the amount of \$672.00 designated by the donor to replace outdated or worn crossing guard vests. The donor has requested to remain anonymous, but is known to the police department. The donor has been thanked for the donation. Please accept this donation for the designated purpose.

Thank you.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Acceptance of Grant for Mobile Fingerprint Device for Police*

The police department has been approved for a small grant of \$1,700.00 from the Brown County Crime Prevention Funding Board to purchase a second hand held fingerprint reader device. The device is used to identify persons who either have been dishonest about who they are, or don't have identification to support their statements. The police department currently has one hand held device housed in one supervisor squad. Our intent is to have two, one for each supervisor squad, available for personnel to use in the field. Our experience with it in the past has revealed numerous persons with active warrants, false identification and similar scenarios. It is a valuable tool in law enforcement. Please accept this grant for the purchase of a new device.

Thank you.

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Fire Department's Request to Approve Agreement for Fox River Fire District.*

ATTACHMENTS:

- FOX RIVER FIRE DISTRICT AGREEMENT (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AGM*

Date: October 3, 2018

Re: Request to Approve Agreement for Fox River Fire District

The Fire Rescue Department would like to respectfully request approval of the Automatic Aid Agreement hereafter referred to as the Fox River Fire District Agreement.

The National Fire Protection Association (NFPA) is the agency that suggests guidelines and standards identifying best practice for fire service organizations in the United States. NFPA 1710 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* is the standard that recommends the number of firefighting resources that should respond to a working structure fire.

NFPA 1710 recommends a consistent response of seventeen firefighters to a report of a working structure fire and recommends four fire engines, one ladder truck, an ambulance and Chief Officers as optimal. Small communities like De Pere have had difficulty achieving this recommendation.

Leadership from De Pere Fire, Ashwaubenon Public Safety, Lawrence Fire, Ledgeview Fire, Bellevue Fire and County Rescue began to meet in 2015 to explore potential opportunities to enhance resource response in all of our respective communities in hopes to improve public safety, demonstrate fiscal responsibility and achieve compliance with the NFPA recommendation.

All parties agreed to run a trial, where a predesigned response plan would be drafted by each hosting department requesting whatever resources they needed from the other departments to be automatically dispatched to a report of a working structure fire in any of the participating communities. Hobart Fire became aware of the automatic aid plan and requested to participate as well, bringing the number of agencies participating to six.

Since the inception in 2015, the group has collectively shared resources both physical and human, as we have responded to multiple fire emergencies in all of the participating communities. We have collectively worked together to improve all of our firefighting capabilities and have done so at no additional costs to our communities.

We have begun to continue the path of improvement by participating in joint training and worked diligently to standardize operations, equipment and even terminology. We are all committed to collaboration and cooperation with the goal of improved service delivery and fiscal responsibility.

The purpose of the Agreement is to specify the enhanced cooperation commitments officially for all communities. The other benefit is to name the geographical response area. The chosen name is Fox River Fire District and it refers to the geographical area of the combined six participating communities.

Future grant application and joint purchasing are anticipated to be the primary benefits of forming the Fox River Fire District and the agreement will support the collaboration and cooperation we have developed long into the future.

The following represents the amount of times per year each community called on their neighbors:

	<u>2016</u>	<u>2017</u>
Ashwaubenon	25	26
De Pere	20	38
Lawrence	5	4
Ledgeview	4	6
Bellevue	6	16
Hobart	0	1

Thank you for your consideration of this request. I respectfully urge the Finance and Personnel Committee to approve the agreement for the Fox River Fire District and forward the recommendation for final approval by the City of De Pere Common Council.

**Fox River Fire District
Creating and approving the Automatic Aid Agreement for
Fire Protection and Other Emergency Services**

THIS AGREEMENT, is made and entered into by and between the municipalities and jurisdictional entities enumerated on the signature page of this Agreement through the duly authorized representatives of the perspective governing bodies, to provide for automatic assistance for fires and other emergency incidents as described under the terms of this Agreement.

WITNESSETH:

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, it is the desire for the Automatic Aid System participants joining in this Agreement to continue to improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the Parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the Parties hereto, including without limitation the use of equipment and personnel; and

WHEREAS, Wisconsin Statute 66.03125 authorizes fire department to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew an "Automatic Aid Agreement" for fire department services; and

WHEREAS, the Parties have studied the feasibility and merits of collaborating and cooperating in the provision of operational and non-recurring administrative and support functions of their respective fire, rescue and emergency medical service agencies and have determined that public safety, economy, service enhancement, future growth and efficiency will be improved by the cooperative provision of these functions while at the same time allowing the individual fire service agencies to maintain their independent identities; and

WHEREAS, the Parties have determined that it is in their individual and mutual best interests to enter into this Agreement to secure the benefits by associating with each other to provide various operational services, lending of equipment or performance of certain non-recurring administrative and Support duties, which can include agreed upon Functional Collaboration services, support or equipment;

NOW, THEREFORE, BE IT RESOLVED, the Parties mutually agree as follows:

1. The geographical area to be governed under this Agreement shall be known as the Fox River Fire District.
2. The Parties hereto acknowledge that this Agreement is being entered into pursuant to applicable Wisconsin Statutes regarding intergovernmental agreements.
3. The Parties agree to be dispatched through a Computer Aided Dispatch (CAD) System operated by the Brown County Communications Center.
4. The scope of this agreement includes without limitation automatic assistance in responding to fires, medical emergencies, hazardous material incidents, rescue and extrication situations, and other

types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System.

5. This Agreement shall encourage the development of cooperative procedures and protocols, including without limitation the possibility of joint purchasing, communications, coordination, training, health and safety, fire prevention, public education, fire investigations, and other activities that will enhance the ability of the fire departments to fulfill their missions.
6. Nothing in this Agreement shall limit the ability of any party from agreeing to participate in more specific contracts for services, or mutual assistance and automatic response agreements, nor shall this Agreement prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this Agreement.
7. Each participating municipality shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.
8. Each participating municipality agrees to participate in the State of Wisconsin, Brown County, Division 112, Mutual Aid Box Alarm System (MABAS), as created under section 166.03(2)(a)3 of the Wisconsin Statutes.
9. Each participating municipality further agrees to follow standard service criteria as the primary response elements of this Agreement, including without limitation all of the following:
 - Utilization of the Computer Aided Dispatch (CAD) system;
 - Develop communication protocols for communication frequencies, tactical frequencies, paging personnel, etc.;
 - Operate under the National Incident Management System (NIMS) and the Incident Command System (ICS) for efficient management of the emergency and for the safety of firefighters through; standard terminology, reporting relationships, and support structures including the use of the Safety Officer at emergency scenes;
 - Develop annual joint training exercises for fire officers and firefighters to ensure efficient and effective operations at emergency incidents;
 - To ensure compatibility of equipment, participants should maintain an inventory of equipment available to the other municipality including without limitation: apparatus, hoses, gas meters, thermal imaging cameras, rescue tools, communications equipment, etc.;
 - Participants shall utilize the approved Brown County apparatus numbering system and standardized terminology for apparatus as developed and adopted by the Brown County Fire Chief's Association.
 - Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will automatically respond on the type of call) based upon the "four plus one system" resulting in the ultimate response of four engine companies and one ladder company to any structure fire.
 - Given the utmost importance of service delivery and personnel safety, participants recognize that the minimum staffing level for engines and ladder companies is three trained members. Responding companies shall conform to the NIMS standard resource type 1 for engine companies and type 1 or 2 for ladder companies.

- Participants agree to the use of specialized unit resources. This assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, and/or any special call for resources made by an Incident Commander that is not pre-determined. This includes without limitation: hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and tenders.
 - Participants agree that the automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered within this Agreement will be comparable.
 - Participants shall be responsible for completing a National Fire Incident Reporting System (NFIRS) fire report following each incident response. While the report may be developed by another municipality's fire officer, and/or a combination of fire officers from multiple jurisdictions, the final report shall be submitted to the municipal Fire Chief responsible as the Authority Having Jurisdiction (AHJ).
10. The protocols and procedures established for the response to calls within the Fox River Fire District shall be established and maintained by a governing committee, which shall consist of the Fire Chief from each participating department, each with an equal status, and changes requiring agreement of all members.
 11. No term or provision of this Agreement is intended to, or shall, create rights in any person, firm, or corporation, or other entity not a party hereto, and no such person or entity shall have cause of action hereunder.
 12. All Parties are governmental entities entitled to governmental immunities under law, including without limitation Wisconsin Statute §893.80. Nothing contained herein shall waive the rights or defenses to which each Party may be entitled under law including without limitation all immunities, limitations, and defense under Wisconsin Statute §893.80 or any subsequent amendments thereof.
 13. Except as specifically agreed to by the Parties for a particular incident, no Party shall be reimbursed by any other Party for any costs incurred pursuant to this Agreement. In the event of declared disasters, the Party or Parties that incurred costs under this Agreement may apply for reimbursements from County, State, and Federal agencies.
 14. The parties further agree that this Agreement supersedes all previous Automatic Aid Agreements between the Parties.
 15. This Agreement shall commence upon the approval of each municipality's governing body and shall automatically renew each year thereafter. The Agreement shall continue in force until terminated by formal act of parties. If any party wishes to terminate its participation in this Agreement, 180 days written notice shall be given to all other Parties.
 16. The Parties agree to abide by all performance standards contained within.
 17. The Parties hereby agree that other departments may be added to this Agreement upon approval of their governing body and following approval of the existing Parties.
 18. This Agreement shall be reviewed by all parties every two years or as deemed necessary.
 19. It is the stated goal of the member municipalities that a period of not less than 24 months from the start of this Agreement is allowed prior to the integration of any additional members. A lesser period may be permitted upon agreement of all participating member municipalities.

(SIGNATURE PAGE TO FOLLOW)

**FOX RIVER FIRE DISTRICT
AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES**

IN WITNESS WHEREOF, this Agreement is executed and joined on the year and date written herein.

For the City of De Pere

City Mayor

Date

ATTEST:

City Clerk

Date

For the Town of Lawrence

Town Chair

Date

ATTEST:

Town Clerk

Date

For the Village of Bellevue

Village President

Date

ATTEST:

Village Clerk

Date

For the Village of Ashwaubenon

Village President

Date

ATTEST:

Village Clerk

Date

For the Town of Ledgeview

Town Chair

Date

ATTEST:

Town Clerk

Date

For the Village of Hobart

Village President

Date

ATTEST:

Village Clerk

Date

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Determine Salaries for Mayor and City Council for 2020 and 2021*

ATTACHMENTS:

- Mayor Council Salaries for 2020 and 2021 (DOCX)
- 2017- 2018 mayor alderperson comps (XLSX)
- Summary of Position Salaries-Rev 6.2018 (XLSX)

MEMO

CITY OF DE PERE

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Re: Determine Salaries for Mayor and City Council for 2020 and 2021
 Date: October 9, 2018

Salaries for the positions of Mayor and Council are reviewed every other year and set forward for the next two term years. As 2019 is approaching, it is time to decide on salaries for 2020 and 2021.

Attached is a survey of Mayor/Alderpersons salaries from other communities. Also attached is a history of the salary increases in previous years.

For your information, listed below are the salaries approved for 2018 through 2019 showing what was approved by the City Council in previous years. Also for your information, the 2019 general market rate is around 2.1%-2.4%. A 2.25% increase was budgeted for our non-represented employees.

Mayor	May 1, 2018	\$24,137
	May 1, 2019	\$24,620
Council	May 1, 2018	\$6,919
	May 1, 2019	\$7,057

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

Mayor / Alderperson Comparables

Municipality	Population	Position	2017-2018 Salary	Full Time City Administrator	Notes
De Pere*	24,721	Village President / Mayor Trustee / Council Member	\$24,137 \$6,919	Yes	2017-2018 Rate: \$23,664 2017-2018 Rate: \$6,783
Allouez	13,975	Village President / Mayor Trustee / Council Member	\$8,364 \$6,732	Yes	
Ashwaubenon	16,867	Village President / Mayor Trustee / Council Member	\$30,000 \$8,000	Yes	
Menasha	17,647	Village President / Mayor Trustee / Council Member	\$64,000 (Full-time) \$5,190	No	President makes - \$5,490
WI Rapids	18,546	Village President / Mayor Trustee / Council Member	\$68,176 (Full-time) \$5,880	No	Plus \$500/year for education
Marshfield	19,061	Village President / Mayor Trustee / Council Member	\$22,500 \$4,500	Yes	Plus \$150/month for in-town travel expenses Less \$100 if miss 2+ of required 4 monthly meetings
Mequon	24,000	Village President / Mayor Trustee / Council Member	\$9,600 \$4,800	Yes	
Neenah	25,976	Village President / Mayor Trustee / Council Member	\$79,250 (Full-time) \$4,800 - \$5,280	No	President receives add'l \$60/month
Sun Prairie	32,933	Village President / Mayor Trustee / Council Member	\$20,000 \$6,728	Yes	
West Bend	31,078	Village President / Mayor Trustee / Council Member	\$9,418 \$4,236	Yes	
Manitowoc	33,736	Village President / Mayor Trustee / Council Member	\$73,043 (Full-time) \$3,120	No	
Germantown	19,965	Village President / Mayor Trustee / Council Member	\$8,000 \$5,500	Yes	

*Rates listed for City of De Pere are the approved 2018-2019 rates.

Attachment: 2017-2018 mayor alderperson comps (7456 : Determine Salaries for Mayor and City Council for 2020 and 2021*)

Summary of Position Salaries

	<u>Mayor</u>	<u>Alderspersons</u>
2000	\$18,658	\$5,511
% Increase	0.00%	0.00%
2001	\$18,658	\$5,511
% Increase	3.00%	3.00%
2002	\$19,218	\$5,676
% Increase	3.00%	3.00%
2003	\$19,795	\$5,846
% Increase	1.50%	1.50%
2004	\$20,092	\$5,934
% Increase	1.50%	1.50%
2005	\$20,393	\$6,023
% Increase	1.50%	1.50%
2006	\$20,699	\$6,113
% Increase	1.50%	1.50%
2007	\$21,009	\$6,205
% Increase	1.50%	1.50%
2008	\$21,324	\$6,298
% Increase	1.50%	1.50%
2009	\$21,644	\$6,392
% Increase	1.50%	0.00%
2010	\$21,969	\$6,392
% Increase	1.50%	0.00%
2011	\$22,299	\$6,392
% Increase	0.00%	0.00%
2012	\$22,299	\$6,392
% Increase	0.00%	0.00%
2013	\$22,299	\$6,392
% Increase	0.00%	0.00%
2014	22,299	6,392
% Increase	2.00%	2.00%
2015	22,745	6,520
% Increase	2.00%	2.00%
2016	23,200	6,650
% Increase	2.00%	2.00%
2017	23,664	6,783
% Increase	2.00%	2.00%
2018	\$24,137	\$6,919
% Increase	2.00%	2.00%
2019	\$24,620	\$7,057

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 9, 2018

DEPARTMENT: Finance/Personnel Committee

FROM: Shana Ledvina

SUBJECT: Consideration of Request of Virginia Huempfnr for Deferment of Sidewalk Repair Assessments *

Upon receipt of the September 10, 2018 Letter from the City Clerk's Office, the applicant indicated she will attend the October 9, 2018 Finance/Personnel Committee Meeting to answer questions regarding her request.

The original request was denied at the 8-14-18 Finance/Personnel Meeting and at the 8-21-18 Common Council Meeting because the application was incomplete and the applicant was not present at the meeting to answer questions.

ATTACHMENTS:

- Mayor & F-P _Sidewalk Repair Defer-V Huempfnr 7-2018 (DOCX)

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: July 10, 2018 (meeting date)

RE: Request for Deferral of Sidewalk Repair Expenses

As you are aware, the Common Council amended the deferral of special assessments under Section 13-10 De Pere Municipal Code (DPMC) to include sidewalk repair expenses.

The City received an application for deferral of expenses from Virginia Huempfer, who recently received an Order of the Board of Public Works to repair sidewalk adjacent to her property. Under Section 13-10 DPMC, the financial information of the requestor must remain confidential. Therefore, this item is scheduled to be discussed in closed session at the Committee meeting. Any action taken on the request would then be reported out in open session.

If you have any questions or concerns, please let me know.

JSL

Attachment: Mayor & F-P _Sidewalk Repair Deferral-V Huempfer 7-2018 (7496 : Request for Deferral of Special Assessments*)