City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

COMMON COUNCIL AGENDA
MONDAY, JANUARY 22, 2018
REEDSBURG CITY HALL COUNCIL CHAMBERS
7:00 P.M.

ALL TO ORDER:

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.

I. CONSENT AGENDA: (one motion to approve all Consent items)

A. Approve minutes from the Council meeting held on Jan. 8, 2018.
B. Approve Operator's Licenses (New) – Courtney Dyar - Location: United Cooperative

II. MAYOR PROCLAMATIONS, PRESENTATIONS, APPOINTMENTS:

A. None

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Municipal Code Changes and Park and Recreation Committee:

a. By Motion – Approve/Deny: Introduction, 1st reading and setting Public Hearing for February 12, 2018 to approve/deny Ordinance 1858-18 an ordinance amending section 2.01 section (4) Committee Reports.
b. By Motion – Approve/Deny: Introduction, 1st reading and setting Public Hearing for February 12, 2018 to approve/deny Ordinance 1859-18 an ordinance amending section 9.05 adding section (G).

B. Plan Commission:

a. By Motion – Approve/Deny: Introduction, 1st reading and setting Public Hearing for February 26, 2018 for Ordinance 1860-18 an ordinance changing the zoning for 345 North Dewey Avenue from R-3 to R-1.

b. By Motion – Approve/Deny: Introduction, 1st reading and setting Public Hearing for February 26, 2018 for Ordinance 1861-18 an ordinance amending conditional Use (CUP) and Zoning Variances.

c. By Motion – Approve/Deny: Introduction, 1st reading and setting Public Hearing for February 26, 2018 for Ordinance 1862-18 an ordinance amending I-4 Business Center Zone architectural requirements.

Connect With Reedsburg

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IV. GENERAL BUSINESS:

A. Memorandum of Understanding: School District and City regarding New School Development.

B. Memorandum of Understanding: Mutual Aid with Ho-Chunk National Police Department.

C. Approve/Deny: Resolution 4318-18 a resolution approving a Certified Survey Map (CSM) dividing parcel #030-0064.

D. Building Lease Agreements:
   a. Building Lease Agreement - Lions Club and Jaycees
   b. Building Lease Agreement - Hockey Club

E. Park Impact Fees:
   a. Receive and file 2017 Park Impact fee Needs Assessment report.
   b. By Motion – Approve/Deny: Introduction, 1st reading and setting Public Hearing for February 12, 2018 for Ordinance 1863-18 and Ordinance amending Chapter 3 - Impact Fees for Capital Projects.

V. CITY ADMINISTRATOR REPORTS:

A. Monthly City Administrator Report

VI. COMMISSION, COMMITTEE AND STAFF REPORTS:

Airport Commission
Finance Committee
Ordinance Committee
Parks and Recreation Committee
Plan Commission
Utility Commission
Community Development Authority
Historic Preservation Commission
Library Board of Trustees
Personnel Committee
Public Works Committee
Other Commission or Committees or Boards

VII. OFFICE OF THE MAYOR:

A. Upcoming Community Events

VIII. ADJOURN

Posted: January 18, 2018

Last Resolution: 4318-18 Last Ordinance: 1863-18

The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

City of Reedsburg Meeting of the Common Council
January 8, 2018

Present: Mayor Dave Estes; Aldermen Craig Braunschweig, David Moon, Jason Schulte, Mike Gargano, Calvin Craker, Phil Peterson, Jim Heuer, Dave Knudsen, and Brandt Werner.

Absent: None.

Others Present: Stephen Compton, Jacob Crosetto, Brian Duvalle, Timothy Becker, Steve Zibell, Matt Scott, Sue Ann Kucher, Jim Gerlach, Derek Horkan, Fire Chief Craig Douglas, Mark Meyer, Bill Ritzer, Jim Krueger, William Zimmerman, Citizens, Press.

Mayor Estes called the regular session of the Common Council to order at 7:00 p.m. in the Common Council Chambers.

Approve Consent Agenda: Consisting the minutes from the Council meeting held on December 11, 2017, December 2017 bills, operator's license for Sullivan, and Temporary Class B/Class B Retailers License for Sacred Hearts Winter Gala: Date: Feb. 10th and 11th, 2018: Location: 624 N. Willow St.

Motion: Heuer, Second: Craker to approve the consent agenda. Motion carried 7-0.

MAYOR PROCLAMATIONS, PRESENTATIONS, AND APPOINTMENTS:

A. Employee Recognition Awards and Retirements.
   a. The Mayor recognized Mark Meyer for 30 years of service to the Reedsburg Fire Department
   b. The Mayor read a proclamation recognizing 36 years of service to the Reedsburg Fire Department and the retirement of 1st Assistant Chief Bill Ritzer
   c. The Mayor read a proclamation recognizing 36 years of service to the Reedsburg Fire Department and the retirement of Jim Krueger
   d. The Mayor read a proclamation recognizing 40 years of service to the Reedsburg Fire Department and the retirement of William Zimmerman

B. Approval of the Election/Poll Workers for 2018
   a. **Motion: Werner, Second: Braunschweig to approve the list of Election/Poll Workers as presented by Clerk-Treasurer Crosetto. Motion carried 9-0.**

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Planning Commission: 2nd Reading of Ordinance 1853-18: Ordinance Setting Fencing Standards.
   a. **Motion: Peterson, Second: Gargano to approve Ordinance 1853-18 as presented. Motion carried 9-0.**
B. Planning Commission: 2nd Reading of Ordinance 1857-18: Ordinance Rezoning Amendment for Driveways.
   a. **Motion: Knudsen, Second: Heuer to approve Ordinance 1857-18 as presented. Motion carried 9-0.**

CLOSED SESSION:

A. Consideration of moving into closed session pursuant to Wis. Stat. 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, in regards to the City-Administrator Evaluation.
    a. **Motion: Peterson, Second: Moon to enter Closed Session. Motion carried 9-0. Time: 7:38 p.m.**
    b. **No action taken**

Motion to adjourn by Heuer with a second from Moon. Motion carried 9-0.

Meeting adjourned at 8:26 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer

Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

☒ New ☐ Renewal ☒ Provisional - $15.00 Pd 1-9-18 ☒ Operator Fee - $50.00 Pd 1-9-18 ☐ Operator Fee - $25.00 *[eff. July of even-numbered years]*

Office Use Only License # 2018003494 Provisional # 2018003494 **Fee Is Non-Refundable**

Filling out your application

- An Operator License is a privilege, not a right. **Any false answers or omissions may result in the denial of your application.**
- This application must be filled out accurately and completely.
- If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
- If you are unsure about how to respond to any questions on this form, check with the City Clerk for clarification.
- Your application will not be processed until you deal with outstanding warrants.
- You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at www.wcca.wicourts.gov/index.xsl (CCAP *may not provide a comprehensive list of ALL arrests and convictions*).

Review of your application

- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
- If there are concerns about your arrest and/or conviction record as it relates to your application, or if it appears that you falsified or omitted information from your application, you may be called to appear before the Ordinance Committee.
- If you are asked to appear but choose not to do so, your application may be denied.
- *Meetings of the Ordinance Committee are open to the public.*

Last Name	First Name	M.I.	E-Mail Address
Dyar	Courtney	L	gldcld@outlook.com

Residence: Street Address	City	State	Zip
523 N. Pine St.	Reedsburg	WI	53959

Phone	Date of Birth	Birth Place (City, State)	Race	Sex	Height	Weight	Hair	Eyes
608-415-9692		Baraboo WI	W	F	5'5	180	BLK	Green

Driver's License Number (State & Number)	Place of Employment	Contact Person & phone number
U	United cooperative	Derreck Winkler/608-524-6115

Other names, aliases or birth dates ever used

Cities and States lived in since age 18, including where you now reside:	From:	To:
Reedsburg, WI 53959	2013	present

Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident
☒ U.S. Citizen ☐ Alien ☐ Temporary Resident (employment number)

Arrest and Conviction Record

Since your 17th birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	☒ Yes	☐ No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	☐ Yes	☒ No
Have you ever been convicted by a military court-martial?	☐ Yes	☒ No
Have you ever been convicted of disorderly conduct that involved violence against another person?	☐ Yes	☐ No

Continue on Reverse Side

List Any Pending Criminal Charges, Citations or Tickets

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
2016/2017	Reedsburg	parking	NO	NO

List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
2013	Sauk Co.	Speeding (20-24mph)	NO	NO
2016	Reedsburg	fail to have proof insurance	NO	~~yes~~ NO
2014	Reedsburg	operating while suspended	NO	yes
2016	Reedsburg	sell to minor	NO	yes

Application must be notarized.

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me
This 9th day of January, 20 18

Anita M. Young
Notary Public

My Commission expires 11-03-2021

Applicants Signature

Approved by the Common Council on _____ Initials _____

To be filled out by the Reedsburg Police Department

- ☐ Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau of with the Reedsburg Police Department
- ☐ Files indicate that subject has the attached Criminal Arrest Record

MB
Reedsburg Police Department Authorized Signature

1/10/18
Date

WISCONSIN
SELLER / SERVER CERTIFICATION

Trainee Name: Courtney Dyar

School Name: 360training.com, Inc.

Date of Completion: 01/08/2018

Certification #: WI-72436

I, _____

Certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17,134.66

learn2 serve

Corporate Headquarters
6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235

City of Reedsburg
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STAFF REPORT

AGENDA ITEM: III-A

To: Ordinance Committee, Mayor and City Council
Prepared By: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018
Subject: Municipal Code language adjustments. Ordinance 1858-18 and 1859-18

BACKGROUND

During 2017 certain Municipal Code language adjustments were being reviewed by Committees for Council Committee Reports and Park and Recreation was reviewing food items being placed into the City of Reedsburg Parks.

ANALYSIS

These Municipal Code language changes will cleanup language on City Committee reports under Chapter 2.01, section 4 and Chapter 9.05, section 22 Offenses against Public Peace, Good Order and other public interest.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

Ordinance Committee reviewed these two Municipal Code language changes at the Ordinance meeting January 22, 2018.

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny - Introduction / 1st Reading of Ordinance 1858-18 and Ordinance 1959-18 and setting a public hearing for February 12, 2018.

Attachments

Ordinance 1858-18 Chapter 2.01 (Adjusting Section 4)
Ordinance 1859-18 Chapter 9.05 (Adjusting Section 22)

Calendar of Action:

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 8, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 12, 2018
Published, Enactment Date:	February 23, 2018

ORDINANCE NO. 1858-18
(Amendment to Chapter 2.01 - Common Council Committees Section 4 Committee Reports)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to amend the regulations for committee reports.

SECTION II: PROVISION AMENDED.

2.01 COMMON COUNCIL COMMITTEES

(1) Committees. The following shall constitute the standing advisory committees of the Common Council: (A) Finance (B) Parks and Recreation (C) Public Works (D) Ordinance (E) Personnel (F) Reedsburg Arts

2) Appointments. Subject to any specified terms set forth herein, all appointments to committees shall be made by the Mayor and confirmed by the Common Council at the annual organizational meeting of the council. Unless otherwise specified, the Mayor shall designate the chair of each committee. All appointments begin on May 1st of each year.

(3) Residency. Non-residents of the City of Reedsburg may not serve on city boards, commissions and/or committees unless specifically appointed to non-resident positions by the respective governing body.

(4) ~~Committee~~ Reports. Each committee to which any matter shall be referred shall report thereon at the next regular **scheduled** meeting. Such report**(s)** shall be **filed with** ~~read by~~ the **City** clerk. ~~and after action thereon shall be filed.~~

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 2.10.

Dated this 12th day of February 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 8, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 12, 2018
Published, Enactment Date:	February 23, 2018

ORDINANCE NO. 1859-18
(Amendment to Chapter 9: Parks and Playgrounds; Regulation In)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to amend the regulations for driveways.

SECTION II: PROVISION AMENDED.

City of Reedsburg Code Section 9.05, Section 22 is hereby amended by this Ordinance.

9.05 OFFENSES AGAINST PUBLIC PEACE, GOOD ORDER AND OTHER PUBLIC INTEREST

Section (22) PARKS AND PLAYGROUNDS; REGULATIONS IN.

A) No person shall dig up, mutilate or injure any grass, trees, shrubbery or flowers in the public parks of the City.

B) No person shall in any way deface, mutilate, destroy or injure any building, beach, or fountain situated in the said parks and playgrounds.

C) Possession and consumption of alcohol is permitted in the City parks during normal hours the parks are open. If there is disorderly conduct associated with the possession and consumption of alcoholic beverages in the City parks, the behavior will be sanctioned pursuant to the City's disorderly conduct ordinances.

(D) It shall be unlawful for any person to remain in a City park between the hours of sundown and sunup as defined by the National Weather Service. Dane County Airport – Truax Field, Madison, Wisconsin.

(E) It shall be unlawful for anyone to be present in a City park while in possession of a glass container the original purpose of which was to enable the distribution of alcoholic or non-alcoholic beverages.

(F) No person shall frequent or loiter about in the said parks between 11:00 p.m. and 6:00 a.m. This subsection does not prohibit passing through the park on walks during such hours but does prohibit the loitering therein.

(G) Food delivery in Public Facilities and Public Parks may be supervised or unsupervised. When required by State Law a Health Permit shall be obtained.

a. Supervised food delivery: Supervised food delivery is the cooking, preparing and distributing food or beverage with or without charge upon or in City public facilities and public parks. Supervised food
food delivery shall follow adopted safe handling food practices.

b. Unsupervised (Self Service): Food delivered on display shall be nonperishable and hygiene items of a condition to prevent undue exposure by mishandling or other miscellaneous contamination.

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 9.

Dated this 12th day of February 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 8, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 12, 2018
Published, Enactment Date:	February 23, 2018

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STAFF REPORT

AGENDA ITEM: III-B-a

To: City Council
By: Brian Duvalle, Planning/Building
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: Rezoning 345 N Dewey Ave – ORD 1860-17

BACKGROUND AND REQUEST

This parcel is owned by Habitat who would like to build two single-family houses rather than one duplex. The R-1 zone would allow for two separate lots as compared to R-2 or R-3.

APPLICANT: Habitat for Humanity of WI River Area
LOCATION: 345 N Dewey Ave; parcel #1183
CURRENT ZONING: R-3 Residential
PROPOSED LAND USE CHANGE: Rezoning to R-1 Residential
DESCRIPTION OF PROPERTY/IMPROVEMENTS: Rezoning request to change the current R-3 Residential zone to R-1 Residential zone. The R-1 zone has a smaller minimum parcel size standard than R-3.

SURROUNDING LAND USES:
- North – Residential
- West – Residential
- South – Residential
- East – Industrial

SURROUNDING ZONING:
- North – R-2 Residential
- West – R-2 Residential
- South – R-2 Residential
- East – I-1 Light Industrial

TOPOGRAPHY: Slopes down to SW
STREET R.O.W./TRAFFIC/ACCESS: 66' ROW, corner of N Dewey Ave and 4th St
ENVIRONMENTAL HAZARDS/CONDITIONS: None known
COMPREHENSIVE PLAN DESIGNATION: Residential

FINANCIAL IMPACT

NA

STAFF RECOMMENDATION

The Plan Commission recommends approval.

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – 1st Reading of Ordinance 1860-18 and schedule public hearing for 2/26/18.

Attachments: Ordinance 1860-18, map

Calendar of Actions:

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 26, 2018
Published, Enactment Date:	March 8, 2018

ORDINANCE NO. 1860-18
(Zoning Change – 345 North Dewey Ave)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to rezone 345 North Dewey Ave from R-3 Residential to R-1 Residential to allow for two separate parcels.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTIES

Parcel #276-1183-00000 – 345 North Dewey Ave, Reedsburg, Wisconsin.

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION IV: PERMANENT ZONING.

Parcel #276-1183-00000 is hereby zoned R-1 Residential.

SECTION V: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION VI: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VII: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VIII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 26th day of February 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 26, 2018
Published, Enactment Date:	March 8, 2018

City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 69 '

CITY OF REEDSBURG
134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 1/5/2018

City of Reedsburg
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STAFF REPORT

AGENDA ITEM: III-B-b

To: City Council
By: Brian Duvalle, Planning/Building
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: Zoning Amendment for Conditional Uses (CUP) and Zoning Variances – ORD 1861-18 (1st Reading)

BACKGROUND AND REQUEST

This ordinance is proposed:

1. To require a Class 2 Notice for CUPs.
2. To further define 'substantial evidence' and 'hardship'.
3. To modify the standards for variance approval.
4. To permit Use variances, which are currently prohibited.

ANALYSIS

These changes are based on a new state law (2017 Assembly Bill 479 / 2017 Wisconsin Act 67; Date of Publication: November 28, 2017). This law covered such topics as CUP review, variance review, non-conforming structures/uses and others. However in my review of it, I believe that the only amendments needed to the zoning ordinance are those listed above, and we are in compliance with the rest of the law's requirements. The language in the proposed amendment was taken from the law itself or the summary in the Assembly Bill. The Class 2 Notice will require an increased Plan Commission deadline and a review of the fee schedule.

FINANCIAL IMPACT

NA

STAFF RECOMMENDATION

The Plan Commission recommends approval.

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – 1st Reading of Ordinance 1861-18 and schedule public hearing for 2/26/18.

Attachments: Ordinance 1861-18

Calendar of Actions:

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 26, 2018
Published, Enactment Date:	March 8, 2018

ORDINANCE NO. 1861-18
(Amendment of Conditional Use Permit and Zoning Variance Regulations)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to amend certain regulations for Conditional Use Permits and Variances based on recently adopted state law.

SECTION II: PROVISIONS AMENDED.

City of Reedsburg Code Section 17.13 is hereby amended by this Ordinance.

17.13 CONDITIONAL USES

(1) Review and Approval. The Plan Commission shall review all proposed conditional uses. Upon receipt of a conditional use permit application, and following publication in the city of a class 2 notice under Ch. 985, the city shall hold a public hearing on the application. In granting a conditional use, the Plan Commission may prescribe conditions that it deems to be necessary to fulfill the purpose and intent of the Ordinance. Such conditions may include special landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, deed restrictions, highway access restrictions, increased yards, parking requirements or any condition related to the standards below. Pre-application conferences, amendments, expiration dates, and reapplications of Conditional Use Permits shall follow the same standards as Site Plan Reviews. ~~The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are, or will be, satisfied, and must demonstrate such satisfaction by substantial evidence.~~ The city must demonstrate that its decision to approve or deny the permit is supported by substantial evidence. Public testimony alone is not substantial evidence and cannot be the sole basis for the commission to deny a conditional use permit. "Substantial evidence" means evidence of such convincing power that reasonable persons would accept it in support of a conclusion. Substantial evidence does not include public comment that is based solely on personal opinion, uncorroborated hearsay, or speculation. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance. In determining its findings, the Plan Commission shall take into account:

City of Reedsburg Code Section 17.07 is hereby amended by this Ordinance.

17.07(2)(B) Variances. The Board of Appeals is authorized under current law to authorize a variance from the terms of the zoning ordinance. A "use" variance grants permission for a use that is not permitted by the zoning ordinance and an "area" variance relaxes restrictions on dimensions, such as setback, frontage, height, bulk, density, and area. To grant a variance, the Board of Appeals must find four things:

1. The variance will not be contrary to the public interest.
2. Substantial justice will be done by granting the variance.
3. The variance is needed so that the spirit of the ordinance is observed.
4. Due to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.

~~To vary or adapt the strict application of any of the requirements of this ordinance in the case of exceptionally irregular, narrow, shallow or steep lots, or other exceptional physical conditions, whereby such strict application would result in practical difficulty or unnecessary hardship that would deprive the owner of the reasonable use of the land or building involved, but in no other case. In granting any variance, the Board of Appeals shall prescribe any conditions that it deems to be necessary or desirable. However, no variance in the strict application of any provision of this Ordinance shall be granted by the Board of Appeals unless it finds:~~

~~1. That there are special circumstances or conditions, fully described in the findings, apply to the~~

~~land or building for which the variance is sought, which circumstances or conditions are peculiar to such land or buildings and do not apply generally to land or buildings in the neighborhood, and that circumstances or conditions are such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of such land or building.~~

~~2. That, for reasons fully set forth in the findings, the granting of the variance is necessary for the reasonable use of the land or building and that the variance as granted by the Board is the minimum variance that will accomplish this purpose.~~

~~3. That the granting of the variance will be in harmony with the general purpose and intent of this ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Board, in determining its finding, shall take into account the number of persons residing or working in such buildings or upon such land and traffic conditions in the vicinity.~~

~~(C) Prohibited Use. Except as specifically provided, no action by the Board of Appeals shall have the effect of permitting, in any district, uses prohibited in such district.~~

(C) Variance Hardship. A property owner bears the burden of proving "unnecessary hardship" by demonstrating either of the following:

1. For an area variance, that strict compliance with a zoning ordinance would unreasonably prevent the property owner from using the property for a permitted purpose or would render conformity with the zoning ordinance unnecessarily burdensome.
2. For a use variance, that strict compliance with a zoning ordinance would leave the property owner with no reasonable use of the property in the absence of a variance. In both situations, the property owner bears the burden of proving that the unnecessary hardship is based on conditions unique to the property, rather than personal considerations, and that the unnecessary hardship was not created by the property owner.

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 26th day of February, 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 26, 2018
Published, Enactment Date:	March 8, 2018

City of Reedsburg
134 South Locust Street, P.O. Box 490
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www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: III-B-c

To: City Council
By: Brian Duvalle, Planning/Building
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: Zoning Amendment for I-4 Business Center zone – ORD 1862-18 (1st Reading)

BACKGROUND AND REQUEST
This ordinance as proposed would drop the exterior architectural requirements from 50% on a front façade to 25%. It would also exempt accessory buildings from this requirement.

ANALYSIS
An accessory building was proposed at Renegade. During the review it was discussed that this building would need to incorporate the same 50% exterior building requirements as the principal building. It was believed by the Plan Commission and RICDC that this was not the intent of the ordinance. Don Lichte and Kurt Muchow provided input and recommendations to this proposed amendment.

FINANCIAL IMPACT
NA

STAFF RECOMMENDATION
The Plan Commission recommends approval.

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – 1st Reading of Ordinance 1862-18 and schedule public hearing for 2/26/18.

Attachments: Ordinance 1862-18

Calendar of Actions:

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018 & February 8, 2018
2nd Reading at Council/Public Hearing:	February 26, 2018
Published, Enactment Date:	March 8, 2018

ORDINANCE NO. 1862-18
(Amendment to Business Center Building Material Requirements)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to amend the requirements for building materials in the I-4 Business Center zone. The current 50% rule was deemed too strict by the RICDC and Plan Commission.

SECTION II: PROVISIONS AMENDED.

City of Reedsburg Code Section 17.32(7) is hereby amended by this Ordinance.

17.32 REEDSBURG BUSINESS CENTER -- I-4 ZONING DISTRICT

(7)(D) Building Materials:

1. The exterior walls of each principal building shall be constructed of durable, permanent architectural materials that are compatible with park-like standards established by the existing buildings, detention ponds, decorative lighting and other landscape features.
2. ~~At least fifty percent (50%) of the front facade and street side(s) facades shall incorporate brick, stone, architectural block, architectural concrete panels, architectural wood and/or glass into their design. Front facade materials shall be continued for not less than twenty (20) feet on each side from the front surface. Un-faced concrete block, structural concrete and the like shall not be permitted without the prior written approval of the Industrial Development Commission. All buildings shall be sited on the lot to present their desirable face to the street and, where possible, should be related to buildings on adjoining lots.~~
   At least twenty five percent (25%) of the front facade and street side(s) facades **of the office portion of the principal building** shall incorporate brick, stone, architectural block, architectural concrete panels, architectural wood and/or glass into their design. Front facade materials shall be continued for not less than twenty (20) feet on each side from the front surface. The non-office portion of the building, such as light manufacturing, assembly, and storage, shall consist of architectural metal block, tilt-up concrete panels **or similar materials** designed to be compatible with color and design theme of the office portion of the building. Un-faced concrete block, structural concrete and the like shall not be permitted without the prior written approval of the Industrial Development Commission

(L) Accessory Structures: Accessory structures are permitted with the approval of the Industrial Development Commission. Such structures shall be setback from front building line and otherwise meet the same setback requirements as the primary structure. ~~Building materials,~~ Colors and roof lines shall be consistent with ~~primary~~ principal building.

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 26th day of February, 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	January 22, 2018
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STAFF REPORT

AGENDA ITEM: IV-A

To: Public Works, Mayor and Common Council
Prepared By: Steven Zibell, Public Works
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 17, 2018

Subject: School and City Memorandum of Understanding.

BACKGROUND AND REQUEST

School has been is discussion with the City on plans for infrastructure work due to the new school proposed along Reedsburg Road. School has suggested possibly extending Wengel Drive north to intersect with Huntington Park Drive extension. Reedsburg Road /Eighth Street would also be reconstructed into an urban section all the way past the proposed schools driveway. Utilities will also be extended where needed.

ANALYSIS

Attached is a draft Memorandum of Understanding and a proposed funding sheet showing cost allocations between the School, City and Courtyards.

The Courtyards are involved with this since there was an older Developers Agreement from 1995 between the City and Courtyards. In the agreement the Courtyards is responsible for payment of utilities, curb, gutter and sidewalk along Wengel Drive. Huntington Park Drive improvements are dependent on what is built on the vacant land.

The proposal at this time is to split some of the cost according to the attached cost allocation sheet.

We can spread the City funding over a two year period.

2018 Wengel Drive approximate cost $103,062.00
2019 Huntington Park approximate cost $50,000.00
2019 Viking and Eighth Signal approximate cost $100,000

All of the street work costs are proposed to be contracted with the City and then after completion in 2018 and 2019 we will bill the appropriate parties involved.

Attached is a copy of our CIP showing the revenues and cost going thru 2019.

STAFF RECOMMENDATION

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The Memorandums of Understanding and capital cost details were discussed with the Public Works Committee.

With a new school being built in the eastern location of the community there is a need to build the street network and improvements to Reedsburg Road to handle the traffic patterns and give alternative ways in and out of the new school site. Costs sharing responsibility for what improvements are still up for discussion and this proposal is a working document.

Staff recommends moving forward with the Memorandum to Common Council. All of the new streets proposed along with the proposed traffic signal have been in our long term plans for many years.

From this Memorandum of Understanding a Development Agreement will be brought back to the Public Works Committee and City Council for final approval.

Attachment:

- Draft Memorandum of Understanding (School / City / Courtyard)
- Proposed future new school infrastructure cost share allocations.
- Proposed New CIP Budget future School / Roadways impacts for 2018 and 2019
- Map: School District Reedsburg – New Property - Future School site

MEMORANDUM OF UNDERSTANDING

Between The

School District of Reedsburg,

Courtyards Associates, LLC

And The

City Of Reedsburg, Wisconsin

The School District of Reedsburg (School) is proposing to construct a new elementary school on Reedsburg's east side. The project will require annexation into the City and improvements to the City's infrastructure to serve the new school. This Memorandum of Understanding is intended to summarize the commitments of the School and City of Reedsburg (City). Some of the infrastructure improvements are part of a previous Development Agreement, dated January 24, 1995 between the City and Courtyards Associates, LLL (Courtyard).The terms of the previous Development Agreement have been modified and incorporated into this Memorandum of Understanding. The commitments in this Memorandum of Understanding will be formalized in a Development Agreement which will be executed by the School, City and Courtyard.

WITNESSETH:

Whereas, the School has passed a referendum to construct a new elementary school in the City; and,

Whereas, the School has conducted a site evaluation and selected a site located east of the City Corporate Limits, south of East Reedsburg Road; and,

Whereas, the proposed site requires improvements to the City's infrastructure to adequately serve the new school;

Whereas, the City recognizes the construction of a new elementary school in the City is good for the citizens of Reedsburg; and

Whereas, it has been concluded that it is in the City's best interest to have this project be implemented; and

Whereas, pursuant to a previous Development Agreement, Courtyard is obligated to pay for some of the infrastructure improvements to serve the new school.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. School agreement

1. School agrees to construct a new elementary school at the location shown on Exhibit A.

2. School shall annex the entire approximate 80 acre parcel into the City and request the parcel to be rezoned.

3. School shall be responsible for all planning, design and construction costs for improvements on the development site, outside of public right-of-ways.

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4. School agrees to provide easements to the City for utilities, including an easement for sanitary sewer and a possible future water main running north from the end on Wengel Drive to East Reedsburg Road.

5. School agrees to dedicate the north half of a public right-of-way along the southern property line of the 80 acre parcel for the extension of Huntington Park Drive east to Golf Course Road. The right-of-way dedication for the first 400 lineal feet west of Golf Course Road shall be the full width of the 66 foot right-of-way.

6. School agrees to construct on-site storm water management facilities to meet state and local requirements. The storm water leaving the site will discharge into the existing storm sewer in Wengel Drive.

7. School agrees to pay for the cost of design and construction to improve East Reedsburg Road from the east end of the existing urban street section, easterly to the entrance into the new school. The new street shall be 40 feet wide (back of curb to back of curb) and consist of concrete curb & gutter, bituminous pavement with bike lanes and concrete sidewalk along the south side of the street. The project includes the following components:

   a. Improve East Reedsburg Road from a point 300 feet east of Explorers Lane to Crestview Drive (approximately 1,150 lineal feet). Scope includes widening the existing street on the north side, adding concrete curb and gutter along the north side of the street and adding concrete sidewalk along the south side of the street. The sidewalk from Eastridge Drive to Crestview Drive will be assessed to adjacent property owners.
   b. Improve East Reedsburg Road from Crestview Drive east to the entrance into the new school (approximately 1,800 lineal feet). Scope includes reconstruction of the entire roadway to include bituminous pavement, concrete curb and gutter, and concrete sidewalk on the south side of the street.
   c. The existing hill on East Reedsburg Road at the corporate limits will be lowered to improve traffic safety. The existing water main at the hill will also need to be lowered.
   d. Sanitary sewer will be extended east from Crestview Drive (approximately 250 lineal feet) to serve the existing house on the south side of the street and farm buildings on the north side of the street.

8. School agrees to pay for all construction costs except for storm sewer to extend Huntington Park Drive east to Wengel Drive as summarized in Section IV below. The cost of the concrete curb and gutter on the south side of the street will be reimbursed to School by Courtyard pursuant to the terms stipulated in Section II. 3 below. No sanitary sewer is needed along with no sidewalk along the south side of the street at this time.

9. The School agrees to cost share the improvements to Viking Drive and Eight Street intersection as stipulated in Section IV.

10. Schools agrees to pay for the design and construction of the sanitary sewer main from Wengel Drive north to East Reedsburg Road.

11. School agrees to work with Courtyards along south property line to eliminate storm water runoff going onto Courtyards property. Some grading work may need to be done but no storm sewer is anticipated.

12. School agrees to comply with all local, state and federal laws and regulations.

13. Any costs expended by the School will be exclusive to the School and will not be a cost of Courtyards or the City.

II. Courtyard agreement

1. Courtyard agrees to dedicate the south half of right-of-way along the northern property line of their property for the extension of Huntington Park Drive.

2. Courtyard agrees to pay for a portion of the costs to extend Wengel Drive north to Huntington Park Drive as summarized in Section IV below. Courtyards portion of the project costs includes an 8 inch diameter water main, 8 inch diameter sanitary sewer, 24 inch diameter storm sewer, concrete curb and gutter on both sides of the street and concrete sidewalk on the west side of the street.

3. Courtyard agrees to reimburse the School for the cost of the concrete curb and gutter on the south side of Huntington Park Drive extension in the future if Courtyard sells the parcel for development for something other than a mobile home park, or if Courtyard proposes to use some or all of the parcel for the construction of something other than a mobile home park.

4. Courtyard shall provide an easement to the City for the extension of sanitary sewer, water main and storm sewer to serve Courtyard's vacant parcel south of Huntington Park Drive in the event they sell the parcel for development by others.

5. Any costs expended by Courtyard will be exclusive to Courtyard and will not be a cost of the School or City.

III. City agreement

1. City shall accept and process the Annexation Petition, Certified Survey Map and Rezoning application identified in Section I.2.

2. City shall take responsibility for the design and construction of the following public infrastructure improvements to serve the new school. The allocation and payment of the design and construction costs shall be made as stipulated in Section IV below. The City shall invoice the School and Courtyard for their share of the project costs.

   a. Reconstruction of East Reedsburg Road from the east end of the urban section, easterly to the entrance into the new school, as described in Section I.7 above. The cost of East Reedsburg Road shall be paid by the School.
   b. Upgrade the intersection of Viking Drive and East Reedsburg Road to accommodate the proposed increase in traffic. The upgrade is expected to consist of traffic signals. The cost for the intersection upgrade shall be paid by the City and School.
   c. Extend Wengel Drive north to the intersection with Huntington Park Drive. The City to cover the cost of the crushed aggregate base course and asphalt pavement. The rest of the project costs for Wengel Drive shall be paid by Courtyard as stipulated in Section II. 2. and Section IV.
   d. Upgrade at the intersection of Main Street and Wengel Drive to accommodate the future increase in traffic. The intersection upgrade will be implemented when warranted by a Traffic Impact Analysis or traffic counts, and approval by the Wisconsin Department of Transportation. The future improvements are expected to consist of traffic signals. The cost for the intersection improvements shall be paid by the City.
   e. Extend Huntington Park Drive east to the intersection with Wengel Drive. The cost of Huntington Park Drive except storm sewer shall be paid by the School. Storm sewer shall be paid by the City. Potion of the project costs for Huntington Park Drive shall be paid as stipulated in Section I. 8., Section II. 3 and Section IV.

3. Any money expended exclusively by the City for this project will not be reimbursed by the School or Courtyards.

IV. Infrastructure Cost Allocation

The City shall pay for the cost to design and construct all of the infrastructure projects to serve the new school. The City shall invoice the School and Courtyards for their share of the project costs as summarized below.

Infrastructure Construction Cost Allocation

Project	School	Courtyard	City
1. East Reedsburg Road	$ 1,086,700	$ 0	$ 0
2. Viking Drive & Eighth Street Intersection	$ 100,000	$ 0	$ 100,000
3. Wengel Drive	$ 0	$ 181,467	$ 103,062
4. Huntington Park Drive	$ 215,466	$ 17,227*	$ 50,000
5. Sanitary Sewer –Wengel Dr. to E. Rdbg. Rd.	$ 98,450	$ 0	$ 0
6. Subtotal Construction Costs	$ 1,500,616	$ 198,694	$ 253,062

- Note: The cost for the curb & gutter on the south side of Huntington Park Drive shall be paid by the School, but reimbursed by Courtyard in the future pursuant to the terms included in Section II.3.

The cost for the engineering related to the infrastructure improvements is estimated to be 10% of the above construction costs. The cost for the engineering shall be allocated as summarized below.

Engineering Cost Allocation

Project	School	Courtyard	City
1. East Reedsburg Road	100 %	0 %	0 %
2. Viking Drive & Eighth Street Intersection	0 %	0 %	100 %
3. Wengel Drive	0 %	50 %	50 %%
4. Huntington Park Drive	50 %	0 %	50 %
5. San. Sewer –Wengel Dr. to E. Rdbg. Rd.	100 %	0 %	0 %

V. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are subject the following contingents:

1. Approval by the Reedsburg Plan Commission and the Reedsburg Common Council.

Both parties mutually understand the City, School and Courtyard will execute a development agreement. This MOU will expire once both parties sign a development agreement or on March 31, 2018, whichever comes first. The terms stated herein constitute the entire agreement between the City, School and Courtyard. The City, School and Courtyard must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

_____, 2018.

For the City of Reedsburg

_____ _____

David G, Estes, Mayor Stephen P. Compton, Administrator

_____ _____

Date Date

For the School District of Reedsburg

_____ _____

Tom Benson, District Administrator Pat Ruddy, Assistant District Administrator

_____ _____

Date Date

For the Courtyard Associates, LLC

_____ _____

Henry R. Schuette Witness

_____ _____

Date Date

Updated 01/18/2018, 11:00 A.M.

DRAFT

1-18-18

Proposed new school infrastructure cost allocations

	School District	City	Courtyards	
Reedsburg Road/Eighth Street:	$1,086,700.00	$0.00	$0.00	
Wengel Drive extension:	$0.00	$103,062.00	$181,467.00	
Huntington Park Drive extension:	$215,466.00	$50,000.00	$17,227.00	*Deferred Cost to School*
Eighth and Viking Traffic Signal:	$100,000.00	$100,000.00	$0.00	
Sewer Extension to Reedsburg Road:	$98,450.00	$0.00	$0.00	
Total:	$1,500,616.00	$253,062.00	$198,694.00	

Notes:
City portions includes asphalt and base course material.
Sewer isn't needed in Huntington Park.

Design cost for Reedsburg road will be paid for by School, estimated cost $128,281
Design cost for Wengel Drive will be paid by City and Courtyards, estimated cost $30,720
Design cost for Huntington Park Drive will be paid by City and School, estimated cost $36,357

Reedsburg Road and Wengel Drive will be finished in 2018
Traffic Signal and Huntington Park Drive can be finished in 2019

Totals include 10% contingency, design cost would be extra as stated in notes above.

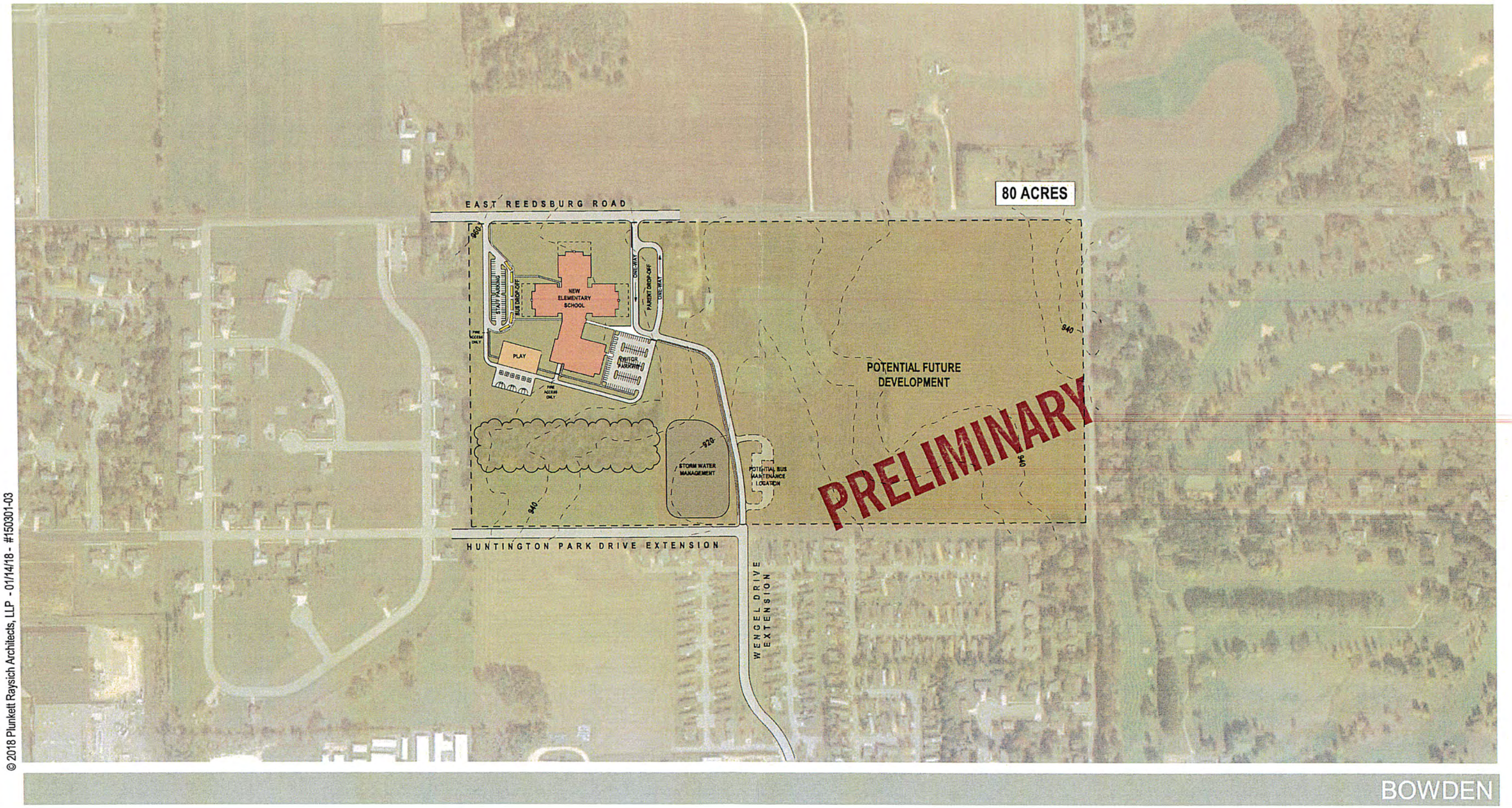
City will need a budget item amount of approximately $1,853,922 Sewer extension cost will be paid directly by School.
Sewer extension will be paid directly by School.
All street work would be contracted and biled thru the City and the City will invoice the Schools and Courtyards portion.

1-18-18

District	Fund 75		Account	Description	2017	2018	2019
	CIP - General Government						
	RESOURCES:			Beginning Fund Balance	$0	$641,854	$505,307
		75	000000	Property Tax Levy	$0	$0	$0
		75	000000	Expenditure Restraint Funds	$0	$0	$0
	20	75	000020	Contributed Funds - Waste Water Fund	$0	$0	$0
	23	75	000023	Contributed Funds - Storm Water	$0	$50,000	$0
	55	75	485055	Contributed Funds - Library	$0	$0	$0
	43	75	485043	Contributed Funds - Park Impact Funds	$0	$0	$0
MY2017	AR	75	458100	Reimbursement - Hospital Project	$0	$0	$0
MY2017	AR	75	458150	Reimbursement - Viking Apartments	$0	$0	$0
	AR	**75**	**458160**	**Reimbursement - School District/Courtyards**	**$0**	**$1,499,310**	**$358,281**
MY2017	AR	75	458200	Grant Funds - Energy	$0	$0	$0
				Interfund Transfer to TIF Projects	$0	$0	$0
				TOTAL Revenue	**$0**	**$1,549,310**	**$358,281**
				TOTAL Revenue Plus Fund Balance	**$0**	**$2,191,164**	**$863,588**
SCHOOL PROJECT: 543200							
				Reedsburg Road from Viking to Golf Course	**$0.00**	**$1,214,981.00**	**$200,000.00**
		75	543300-03	Street New/Reconstruction/Design, ROW	$0.00	$1,086,700.00	$0.00
		75	543300-03	Property Acquisition / Additional ROW	$0.00	$128,281.00	$0.00
		75	543300-03	Traffic Signal Poles, Electronics.	$0.00	$0.00	$200,000.00
		75	543320-03	Sewer Collection Mains	$0.00	$0.00	$0.00
		75	543323-03	Stormwater Infrastructure	$0.00	$0.00	$0.00
	RUC AR	75	543400-03	Water Infrastructure	$0.00	$0.00	$0.00
				Wengel Drive from Main to Huntington Park	**$0.00**	**$314,529.00**	**$0.00**
		75	543300-03	Street New/Reconstruction/Design, ROW	$0.00	$284,529.00	$0.00
		75	543300-03	Property Acquisition / Additional ROW	$0.00	$30,000.00	$0.00
		75	543300-03	Traffic Signal Poles, Electronics.	$0.00	$0.00	$0.00
		75	543300-03	Sewer Collection Mains	$0.00	$0.00	$0.00
		75	543323-03	Stormwater Infrastructure	$0.00	$0.00	$0.00
	RUC AR	75	543400-03	Water Infrastructure	$0.00	$0.00	$0.00
				Hunington Park from - Crestview Drive to Wengel Drive	**$0.00**	**$156,347.00**	**$156,347.00**
		75	543300-03	Street New/Reconstruction/Design, ROW	$0.00	$89,361.00	$141,347.00
		75	543300-03	Property Acquisition / Additional ROW	$0.00	$15,000.00	$15,000.00
		75	543300-03	Traffic Signal Poles, Electronics.	$0.00	$0.00	$0.00
		75	543300-03	Sewer Collection Mains	$0.00	$0.00	$0.00
		75	543323-03	Stormwater Infrastructure	$0.00	$51,986.00	$0.00
	RUC AR	75	543400-03	Water Infrastructure	$0.00	$0.00	$0.00
				Total Expenses:	$0	$1,685,857	$356,347
				Net Cash and Cash Equivalents:	$0	-$136,547	$1,934
				Revenues over Expenses Fund Balance (Loss):	$0	$505,307	$507,241

PLUNKETT RAYSICH
ARCHITECTS, LLP

School District of Reedsburg - New Property - Reedsburg, WI



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STAFF REPORT **AGENDA ITEM:** IV-B

To: Mayor
Common Council

Prepared By: Timothy M. Becker, Chief of Police
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: **MOU/Mutual Aid Request from the Ho-Chunk Nation Police Department**

BACKGROUND AND REQUEST

The Reedsburg Police Department has been requested, through Mutual Aid, to assist the Ho-Chunk Nation Police Department in field training a new Nation officer. Attached is an MOU permitting such activity in addition to holding the City harmless. This MOU and associated paperwork has been reviewed and approved by both City and Nation Legal Departments.

ANALYSIS

The Ho-Chunk Nation Police Department is a recognized law enforcement agency by Wisconsin Statutes (ss 165.83(1)(b)), and they are requesting Mutual Aid through Wisconsin Statute, ss66.0313, to assist in field training a new Nation officer. In addition to the protections provided to the City under the Wisconsin statute for Mutual Aid, the City and Nation have proposed entering into a Memorandum of Understanding related to this field training request. The Nation's Police Department has responsibility for land spread over five Wisconsin counties and is having a difficult time finding the resources to train officers assigned locally to the Sauk County reservation land. The Reedsburg Police Department has a formalized, professional Field Training Officer program, with three available trainers. The RPD has offered, assuming this MOU is approved, to provide one month, with the potential of adding a second month, of Field Training to the Ho-Chunk Nation Police Department. This will be at no charge as it has been determined that the financial impact will be zero to the City and the potential of having an additional officer during training available for City use is beneficial. In addition, having an officer trained to RPD standards so close would benefit the City in case of a Mutual Aid request. The Baraboo Police Department is also participating in providing training and has approved a similar MOU. Sauk County is unable to participate at this time.

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STAFF RECOMMENDATION

After review by the Police Department and the City Attorney's Office, staff would recommend approval of this MOU.

ATTACHED:

Proposed Memorandum of Understanding with the Ho-Chunk Nation
Wis Stats ss165.92 Tribal Law Enforcement Officers; Powers and Duties
Ho-Chunk Nation Recognition of the Ho-Chunk Nation Police Department 04-05-11-J
Wisconsin DOJ recognition of the Nation Police Department's ability to request Mutual Aid
Wisconsin Training & Standards recognition of the Ho-Chunk Police Department

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REEDSBURG AND THE HO-CHUNK NATION

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into on this 22nd day of January 2018, by and between the City of Reedsburg, a Wisconsin municipal corporation with a mailing address of 134 S. Locust Street, Reedsburg, WI 53959 ("City") and the Ho-Chunk Nation, a federally recognized Indian Tribe with a mailing address of P.O. Box 667, Black River Falls, WI 54615 ("Ho-Chunk Nation"). The City and the Ho-Chunk Nation may be referred to herein as the "Parties."

PREAMBLE

WHEREAS, the Ho-Chunk Nation has recently employed John Kratochwill as a police officer ("Ofc. Kratochwill") to work for the Ho-Chunk Nation Police Department; and

WHEREAS, Ofc. Kratochwill is in need of police Field Training in order to become a competent police officer capable of working a uniformed, solo patrol assignment in a safe, skillful, productive, and professional manner ("Field Training"); and

WHEREAS, it is mutually understood by the Parties that the intent of Field Training is to introduce a new police officer to the procedures, policies, and purposes of working in law enforcement and to provide the initial formal and informal training specific to law enforcement and the day-to-day duties of police officers, as well as to enhance the professionalism, job skills, and ethical standards of both the Wisconsin and Ho-Chunk Nation law enforcement community; and

WHEREAS, the City's Police Department has several trained and experienced police officers who are certified Field Training officers ("FTO") and Force Options instructors; and

WHEREAS, in the spirit of cooperation and mutual assistance, and to continue to foster a good working relationship between the Ho-Chunk Nation and the City, the City has offered to provide Ofc. Kratochwill with Field Training from one or more Reedsburg Officers at no cost to the Ho-Chunk Nation, subject to the terms contained herein.

IT IS NOW, THEREFORE, agreed by the Parties as follows:

TERMS

I. TERM. This MOU shall begin on the date fully executed by the Parties and will expire on April 30, 2018, unless terminated earlier as provided for herein. The Parties may renew this MOU only by a separate written agreement or addendum hereto, which must be executed by both Parties. Upon the full and complete execution of this Agreement, Ofc. Kratochwill may begin Field Training with the City of Reedsburg Police Department.

II. **FIELD TRAINING.**

A. Selection of FTO. The Field Training shall consist of Ofc. Kratochwill being assigned to one or more FTOs, as selected by the Reedsburg Police Chief or designee, and Ofc. Kratochwill will accompany the FTO during the FTOs regular work shift.

B. Field Training Experience. The Field Training shall consist of the Ofc. Kratochwill working alongside the FTO as a mutual aid officer, as defined by §66.0313, Wis. Stat., in order to receive training in entry-level law enforcement. This will include Firearms, Defense and Arrest Tactics (DAAT), and TASER instruction along with response to routine and emergency calls. Ofc. Kratochwill will be instructed on the necessary skills to perform as a solo patrol officer in Sauk County and will receive at least 118 hours of scheduled training with FTO and Force Options instructors. Training will be documented on recognized Daily Observation Reports.

C. Uniform/Identification/Equipment. At all times during the Field Training, Ofc. Kratochwill must have on his person his Ho-Chunk Nation police badge and his valid Wisconsin driver's license. During portions of the Field Training, Ofc. Kratochwill will be required to wear his regular police uniform, which must clearly identify him as a Ho-Chunk Nation police officer, as well as his fully equipped police duty belt. When not required to wear his police uniform, Ofc. Kratochwill must be clothed in attire suitable for the Field Training, as determined by the FTO. During the Field Training, Ofc. Kratochwill may use City equipment and may be allowed to take home certain City property between Field Training shifts. Prior to taking home any City property, Ofc. Kratochwill must receive permission from the FTO. In the event Ofc. Kratochwill damages or loses any City property, he must immediately report it to the FTO or, if the FTO is unavailable, to the Reedsburg Police Chief, Captain or Lieutenant. Any damage or loss to City property shall be reimbursed in full to the City by the Ho-Chunk Nation within thirty (30) days of said loss. In the event Ofc. Kratochwill damages or loses his own personal property or property belonging to the Ho-Chunk Nation, the Ho-Chunk Nation agrees to reimburse and/or replace said property pursuant to the Ho-Chunk Nation's policy.

III. **REQUIREMENTS OF HO-CHUNK OFFICER.** During the term of this Agreement, the following must occur:

A. Employment. The Ofc. Kratochwill shall be employed by the Ho-Chunk Nation as a fully accredited and weapon certified police officer. If, at any point during this Agreement Ofc. Kratochwill ceases employment with the Ho-Chunk Nation in this capacity, or if Ofc. Kratochwill becomes under investigation, disciplined, suspended or otherwise the Ho-Chunk Nation must notify the City as soon as the Ho-Chunk Nation becomes aware of the cessation, and this Agreement shall immediately terminate. In no way shall this MOU be interpreted to mean that Ofc. Kratochwill is employed by the City or any department of the City. At all times during this Agreement, the Ho-Chunk Nation shall be responsible for the payment of Ofc. Kratochwill's wages and benefits including, but not limited to, any overtime payment, medical benefits, pension or other retirement benefits, and workers compensation benefits. In addition, both during and after the term of this Agreement, Ofc. Kratochwill must be available to testify in any proceeding related to work done by Ofc. Kratochwill in the City, and must be reimbursed for this time and expense by the Ho-Chunk Nation.

B. Relationship with FTO. Ofc. Kratochwill must be respectful to the FTO and the FTO's direction is to be accepted and followed by Ofc. Kratochwill at all times, including Ofc. Kratochwill's timely completion of any assignments or reports. If Ofc. Kratochwill believes that a specific order is improper, he should discuss it with the FTO. If Ofc. Kratochwill is unable to resolve the issue with the FTO, he should ask to meet with the Reedsburg Police Chief to discuss the order.

C. Policy and Procedure. Ofc. Kratochwill will be provided access to the Reedsburg Police Department's Policies and Procedures and must follow all policies and procedures. Ofc. Kratochwill must also abide by the City's Ethics and Conflict of Interest ordinances. If Ofc. Kratochwill believes a policy or procedure is improper, he should discuss it with the FTO. If Ofc. Kratochwill is unable to resolve the issue with the FTO, the Ofc. Kratochwill should ask to meet with the Reedsburg Police Chief to discuss the policy or procedure.

D. Emergency Situations Requiring Mutual Aid. Ofc. Kratochwill is not permitted to work in the City without the immediate presence of the FTO except in the event of a bone fide emergency, as solely determined by the Reedsburg Police Department, and mutual aid support is requested by the Reedsburg Police Department pursuant to § 66.0313, Wis. Stat., during which time the Ho-Chunk Nation shall remain responsible for Ofc. Kratochwill's wages and benefits in addition to any civil liability.

IV. **HOLD HARMLESS AND INDEMNIFICATION**. The City is allowing Ofc. Kratochwill to engage in Field Training, wherein he will be working alongside the FTO as a mutual aid officer, as defined by Wis. Stat. §66.0313. This agreement is conditioned on the Ho-Chunk Nation and Ofc. Kratochwill assuming all risks of injury, liability and harm that Ofc. Kratochwill may sustain in connection with or as a result of Ofc. Kratochwill engaging in the Field Training, or that Ofc. Kratochwill might cause to another person or property, and on the further condition that the Ho-Chunk Nation and Ofc. Kratochwill enters into this Agreement with the City. The Ho-Chunk Nation warrants that its Police Department is certified by the State of Wisconsin and maintains Liability Coverage pursuant to Wis. Stat. § 165.92(3m).

The Ho-Chunk Nation and Ofc. Kratochwill acknowledges and agrees that there are certain risks and dangers involved in Field Training and acknowledges that participation in Field Training could cause potential injury, harm, death or damage to Ofc. Kratochwill, damage to Ofc. Kratochwill's property, and damage to the Ho-Chunk Nation's property. The Ho-Chunk Nation and Ofc. Kratochwill warrants and represents that Ofc. Kratochwill is in sound physical and mental condition and is capable of participating in Field Training without risk to himself or others, and that Ofc. Kratochwill has already received police training through an accredited police training provider. THE HO-CHUNK NATION AND OFC. KRATOCHWILL ACCEPTS AND ASSUMES ALL RISKS WHATSOEVER ASSOCIATED WITH OFC. KRATOCHWILL'S PARTICIPATION IN FIELD TRAINING including, without limitation, risks of physical injury, mental injury, emotional stress, trauma, death, equipment failure, inadequate safety equipment, the effect of weather conditions, traffic, collisions between motor vehicles of all types and descriptions, or any other accident, and including negligent acts and omissions of the City, and its agents, employees, officials and officers, to Ofc. Kratochwill and to the Ho-Chunk Nation, including, without limitation, any and all civil liability.

THE HO-CHUNK NATION AND OFC. KRATOCHWILL FURTHER AGREES TO DEFEND AND HOLD HARMLESS THE CITY, ITS BOARDS, COMMITTEES, OFFICERS, EMPLOYEES, AUTHORIZED REPRESENTATIVES AND VOLUNTEERS AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES COSTS OR

EXPENSES (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S AND CONSULTANT'S FEES) WHICH THE CITY, ITS BOARDS, COMMITTEES, OFFICERS, EMPLOYEES, AUTHORIZED REPRESENTATIVES AND VOLUNTEERS MAY SUSTAIN, INCUR OR BE REQUIRED TO PAY BY REASON OF OR IN ANY WAY RELATED TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE OF WHATSOEVER NATURE OR IN CONNECTION WITH OR IN ANY WAY RELATED TO OFC. KRATOCHWILL'S FIELD TRAINING. IT IS AGREED THAT THE HO-CHUNK NATION AND OFC. KRATOCHWILL WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION.

THE HO-CHUNK NATION AND OFC. KRATOCHWILL FURTHER ACKNOWLEDGES AND AGREES THAT ALL POTENTIAL RISKS ARE KNOWN AND APPRECIATED BY THE HO-CHUNK NATION AND OFC. KRATOCHWILL AND THE HO-CHUNK NATION AND OFC. KRATOCHWILL WAIVES ANY AND ALL SPECIFIC NOTICE OF THE EXISTENCE OF RISKS. During the term of this Agreement, Ofc. Kratochwill agrees to abide by all rules and regulations of the City of Reedsburg and its Police Department.

In full understanding and agreement with the foregoing and in consideration of Ofc. Kratochwill being allowed to participate in the Field Training, THE HO-CHUNK NATION AND OFC. KRATOCHWILL DOES HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE AND COVENANT NOT TO SUE THE CITY OF REEDSBURG, THE REEDSBURG POLICE DEPARTMENT, AND THEIR AGENTS, INSURERS, REPRESENTATIVES, OFFICERS, COUNCIL MEMBERS, VOLUNTEERS, DIRECTORS AND EMPLOYEES from any claims, demands, actions, and causes of action of any nature or sort whatsoever, regardless of the form of action, whether in contract, tort, including negligence, strict liability or otherwise for injuries, including death, and/or damages, including property damages, and/or costs, expenses or attorney's fees, whether foreseen or unforeseen, sustained, threatened, incurred, directly or indirectly, arising from, out of, or in connection with or as a result of Ofc. Kratochwill undertaking or engaging in all or any part of the Field Training. THIS RELEASE APPLIES WITHOUT LIMITATION.

V. **TERMINATION.** This Agreement may be terminated by either Party, with or without cause, upon notice to the other party. The City may also terminate this Agreement, with or without cause, by giving verbal notice to Ofc. Kratochwill in the event Ofc. Kratochwill is in breach of this Agreement in any way, in which case the City is under no obligation to allow time for Ofc. Kratochwill to cure the breach.

VI. **NOTICE**. Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Ho-Chunk Nation:

Chief of Police Earl Lemieux
Ho-Chunk Nation
W9598 Highway 54
Black River Falls, WI 54615

City of Reedsburg Police Department: Police Chief Timothy M. Becker
City of Reedsburg
200 S. Park Street
Reedsburg, WI 53959

With a Copy to: City Attorney
City of Reedsburg
110 E. Main Street
Reedsburg, WI 53959

With a Copy to: Ho-Chunk Nation
Department of Justice
P.O. Box 667
Black River Falls, WI 54615

VII. **SEVERABILITY**. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given affect without the invalid provision, and to this end, the provisions hereof are severable.

VIII. **AMENDMENTS**. Subject to applicable law and subject to the other provisions of this MOU, this MOU may be amended by the parties hereto, based on approval of the parties governing bodies, at any time by execution of an instrument in writing signed on behalf of each of party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

THE HO-CHUNK NATION OF WISCONSIN

Witness Signature:
Witness Print:

By: _____
Douglas Greengrass
Title: Ho-Chunk Nation Vice President
Date: _____

Witness Signature:
Witness Print:

By: _____
Earl Lemieux
Title: Ho-Chunk Chief of Police
Date: _____

Witness Signature:
Witness Print:

By: _____
John Kratochwill
Title: Ho-Chunk Nation Police and Individually
Date: _____

CITY OF REEDSBURG

Witness Signature:
Witness Print:

By: _____
David Estes, Mayor
Date: _____

Witness Signature:
Witness Print:

By: _____
Jacob Crosetto, City Clerk/Treasurer
Date: _____

Approved as to Form:

_____
Derek J. Horkan, Reedsburg City Attorney

APPENDIX A

Wis. Stat. § 165.92 Tribal law enforcement officers; powers and duties.

(1) DEFINITIONS. In this section:

(a) "Reservation lands" means all lands within the exterior boundaries of an Indian reservation in this state.

(b) "Tribal law enforcement officer" means a person who is employed by a tribe for the purpose of detecting and preventing crime and enforcing the tribe's laws or ordinances and who is authorized by the tribe to make arrests of Indian persons for violations of the tribe's laws or ordinances.

(c) "Tribe" means a federally recognized Indian tribe or band in this state.

(d) "Trust lands" means any lands in this state held in trust by the United States government for the benefit of a tribe or a member of a tribe.

(2) POWERS AND DUTIES.

(a) A tribal law enforcement officer who meets the requirements of s. 165.85 (4) (a) 1., 2., and 7. shall have the same powers to enforce the laws of the state and to make arrests for violations of such laws that sheriffs have, including powers granted to sheriffs under ss. 59.27 and 59.28 and under the common law, and shall perform the duties accepted under s. 165.85 (3) (c).

(b) Except as provided in par. (c) and s. 175.40, the powers and duties described under par. (a) may be exercised or performed by a tribal law enforcement officer only on the reservation of the tribe or on trust lands held for the tribe or for a member of the tribe that employs the officer.

(c) Any tribal law enforcement officer making an arrest under the authority of this subsection may transport the arrested person to the jail or other detention facility of the county in which the arrest took place or to another jail or detention facility agreed upon by the tribe and the county in which the arrest took place.

(3) LIABILITY. Except as provided in s. 175.40 (6m) (c) 1. and unless otherwise provided in a joint program plan under s. 165.90 (2) or an agreement between a political subdivision of this state and a tribe, the tribe that employs a tribal law enforcement officer is liable for all acts and omissions of the officer while acting within the scope of his or her employment, and neither the state nor any political subdivision of the state may be held liable for any action of the officer taken under the authority of sub. (2).

(3m) REQUIREMENTS. No tribal law enforcement officer may exercise or perform the powers or duties described under sub. (2) (a) unless all of the following apply:

(a) One of the following:

165.92(3m)(a)1. **1.** The governing body of the tribe that employs the officer adopts and has in effect a resolution that includes a statement that the tribe waives its sovereign immunity to the extent necessary to allow the enforcement in the courts of this state of its liability under sub. (3) or another resolution that the department of justice determines will reasonably allow the enforcement in the courts of this state of the tribe's liability under sub. (3).

2. The tribe or tribal law enforcement agency that employs the officer maintains liability insurance that does all of the following:

a. Covers the tribal law enforcement agency for its liability under sub. (2) and s. 66.0513.

b. Has a limit of coverage not less than $2,000,000 for any occurrence.

c. Provides that the insurer, in defending a claim against the policy, may not raise the defense of sovereign immunity of the insured up to the limits of the policy.

(b) The tribe or tribal law enforcement agency that employs the officer has provided to the department of justice a copy of the resolution under par. (a) 1. or proof of insurance under par. (a) 2., and the department of justice has posted either a copy of the document or notice of the document on the Internet site it maintains for exchanging information with law enforcement agencies.

(4) DEPUTIZATION BY SHERIFF. Nothing in this section limits the authority of a county sheriff to depute a tribal law enforcement officer under s. 59.26 (5), including the authority to grant law enforcement and arrest powers outside the territory described in sub. (2) (b). Deputization of a tribal law enforcement officer by a sheriff shall not limit the powers and duties granted to the officer by sub. (2).

66.0313 Law enforcement; mutual assistance.

(1) In this section:

(a) "Law enforcement agency" has the meaning given in s. 165.83 (1) (b) and includes a tribal law enforcement agency.

(b) "Tribal law enforcement agency" has the meaning given in s. 165.83 (1) (e).

(2) Except as provided in sub. (4), upon the request of any law enforcement agency, including county law enforcement agencies as provided in s. 59.28 (2), the law enforcement personnel of any other law enforcement agency may assist the requesting agency within the latter's jurisdiction, notwithstanding any other jurisdictional provision. For purposes of ss. 895.35 and 895.46, law enforcement personnel, while acting in response to a request for assistance, shall be deemed employees of the requesting agency and, to the extent that those sections apply to law enforcement personnel and a law enforcement agency acting under or affected by this section, ss. 895.35 and 895.46 shall apply to tribal law enforcement personnel and a tribal law enforcement agency acting under or affected by this section.

(3) The provisions of s. 66.0513 apply to this section and, to the extent that s. 66.0513 applies to law enforcement personnel and a law enforcement agency acting under or affected by this section, it applies to tribal law enforcement personnel and a tribal law enforcement agency acting under or affected by this section.

(4) A law enforcement agency, other than a tribal law enforcement agency, may not respond to a request for assistance from a tribal law enforcement agency at a location outside the law enforcement agency's territorial jurisdiction unless all of the following apply:

(a) One of the following applies:

1. The governing body of the tribe that created the tribal law enforcement agency adopts and has in effect a resolution that includes a statement that the tribe waives its sovereign immunity to the extent necessary to allow the enforcement in the courts of this state of its liability under sub. (2) and s. 66.0513 or another resolution that the department of justice determines will reasonably allow the enforcement in the courts of this state of the tribe's liability under sub. (2) and s. 66.0513.

2. The tribal law enforcement agency or the tribe that created the tribal law enforcement agency maintains liability insurance that does all of the following:

a. Covers the tribal law enforcement agency for its liability under sub. (2) and s. 66.0513.

b. Has a limit of coverage not less than $2,000,000 for any occurrence.

c. Provides that the insurer, in defending a claim against the policy, may not raise the defense of sovereign immunity of the insured up to the limits of the policy.

3. The law enforcement agency and the tribal law enforcement agency have in place an agreement under which the law enforcement agency accepts liability under sub. (2) and s. 66.0513 for instances in which it responds to a request for assistance from the tribal law enforcement agency.

(b) The tribal law enforcement agency requesting assistance has provided to the department of justice a copy of the resolution under par. (a) 1., proof of insurance under par. (a) 2., or a copy of the agreement under par. (a) 3., and the department of justice has posted either a copy of the document or notice of the document on the Internet site it maintains for exchanging information with law enforcement agencies.

APPENDIX B

Document 1: Ho-Chunk Nation Legislative Resolution 04-05-11J (Ho-Chunk Nation Police Department Recognition)

Document 2: July 6, 2015 Letter from the Wisconsin Department of Justice Recognizing the Ho-Chunk Nation as in Compliance with Wis. Stat. § 66.0313(4)(a).

Document 3: WILENET Page Recognizing the Ho-Chunk Nation as Meeting the Requirements of Wis. Stat. § 165.92(3m)(a) to Enforce Wisconsin Statutes and Wis. Stat. § 66.0313(4)(a) to Provide Mutual Assistance.

HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE
HO-CHUNK NATION
POLICE DEPARTMENT RECOGNITION
RESOLUTION 04-05-11 J

WHEREAS, on November 1, 1994, the Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and

WHEREAS, the Ho-Chunk Nation is a federally recognized Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, the Legislature of the Ho-Chunk Nation ("Legislature") is the duly constituted governing body of the Ho-Chunk Nation pursuant to the Constitution of the Nation; and

WHEREAS, Article V, Section 2 (a) of the Ho-Chunk Nation Constitution ("Constitution") authorizes the Legislature, to make laws, including codes, ordinances, resolutions, and statutes; and

WHEREAS, Article V, Section 2 (i) of the Constitution authorizes the Legislature to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals; and

WHEREAS, Article V, Section 2 (4) of the Constitution authorizes the Legislature to protect and foster Ho-Chunk religious freedom, culture, language, and traditions; and

WHEREAS, Article V, Section 2 (s) of the Constitution grants the Legislature the power to promote public health education, charity and such other services as may contribute to the social advancement of the Ho-Chunk Nation; and

WHEREAS, Article V, Section 2 (u) of the Constitution authorizes the Legislature to enact laws to regulate domestic relations of persons within the jurisdiction of the Nation and

WHEREAS, Article V, Section 2 (x) of the Constitution grants the Legislature the power to enact any other laws, ordinances, resolutions, and statutes necessary to exercise its legislative powers delegated by the General Council pursuant to Article III, including but not limited to the foregoing list of powers; and

WHEREAS, the Legislature adopted the Law Enforcement Commission Establishment and Organization Act ("Act") on January 08, 2008; and

Resolution 004-05-11 J

WHEREAS, in Resolution 11-3-10 C, the Legislature authorized the establishment and implementation of a Ho-Chunk Nation Police Department to promote the safety of all Tribal members and all residents of Ho-Chunk-owned properties; and

WHEREAS, the Legislature intends to have the Tribal Police Officers enforce the laws of the State of Wisconsin on Ho-Chunk trust lands; and

WHEREAS, in addition to enforcing laws of the State of Wisconsin on Ho-Chunk trust lands, the Ho-Chunk Police Department may also engage in mutual aid with county or municipal law enforcement agencies.

THEREFORE BE IT RESOLVED, that the Legislature hereby waives the Nation's sovereign immunity only to the extent necessary to allow the enforcement in state courts of its liability pursuant to Wisconsin Statute §165.92 (3m)(a)(2)(a) regarding s. 66.0513 (attached).

NOW BE IT FURTHER RESOLVED, that this resolution shall be effective upon its adoption and approval of said resolution.

CERTIFICATION

I, the undersigned, as Secretary of the Ho-Chunk Nation, hereby certify that the Legislature of the Ho-Chunk Nation, composed of **13** members, of whom **7** constituted a quorum were present at a meeting duly called and convened this **5th** day of **April 2011**, and that the foregoing resolution was duly adopted by an affirmative vote of **5** members, **0** opposed, and **2** abstaining, pursuant to the authority of Article V, Section 2 (a) and (x) of the Ho-Chunk Nation Constitution approved by the Secretary of the Interior on November 1, 1994, and that said resolution has not been rescinded or amended in any way. I further certify that this is a copy of resolution.

Hope B. Smith

Hope Smith, Tribal Secretary

April 5, 2011

Date

TM 2015 - 04165

STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

BRAD D. SCHIMEL
ATTORNEY GENERAL

Andrew C. Cook
Deputy Attorney General

17 W. Main Street
P.O. Box 7857
Madison, WI 53707-7857
www.doj.state.wi.us

Thomas C. Bellavia
Assistant Attorney General
bellaviatc@doj.state.wi.us
608/266-8690
FAX 608/267-2223

July 6, 2015

Ms. Rebecca L. Maki-Wallander
Ho-Chunk Nation Department of Justice
Post Office Box 667
Black River Falls, WI 54615-0667

Dear Ms. Maki-Wallander:

On April 18, 2011, the Wisconsin Department of Justice ("DOJ") provided a letter to Ho-Chunk Nation tribal attorney Kris M. Goodwill which confirmed that the Nation had supplied documentation that satisfied the requirements of Wis. Stat. § 165.92(3m)(a). Notice of that documentation is posted on DOJ's law enforcement website, "WILENET," at www.wilenet.org/html/tribal/index.html, pursuant to Wis. Stat. § 165.92(3m)(b). Satisfaction of those requirements means that the Nation's tribal law enforcement officers who have been certified by the Wisconsin Law Enforcement Standards Board can exercise state law enforcement powers, as provided in Wis. Stat. § 165.92.

It was subsequently determined, however, that the Nation had not satisfied all of the law enforcement mutual assistance eligibility requirements under Wis. Stat. § 66.0313(4)(a). More specifically, while the documentation previously submitted by the Nation was sufficient to satisfy some of those statutory requirements, it was not sufficient to satisfy the requirements of Wis. Stat. § 66.0313(4)(a)2. I subsequently corresponded both with Attorney Goodwill and with you about the steps needed in order to satisfy those requirements.

On May 21, 2015, you submitted to DOJ additional documentation intended to satisfy the statutory law enforcement mutual assistance eligibility requirements on behalf of the Ho-Chunk Nation Police Department. That documentation consisted of (1) Resolution 05-19-15F of the Ho-Chunk Nation Legislature, which waives the Nation's sovereign immunity to the limited extent necessary to allow the enforcement in state courts of the Nation's liability under Wis. Stat. §§ 66.0313(4)(a)2.a. and 66.0513; (2) a copy of the Nation's liability insurance policy

and declaration form, policy no. NACL00722-03, issued by Hudson Insurance Group and including provisions related to Police and/or Law Enforcement Officers' Liability; and (3) an endorsement form amending the portion of policy no. NACL00722-03 related to Police and/or Law Enforcement Officers' Liability so as to expressly provide (a) that officers of a law enforcement agency supplying assistance to the Nation under Wis. Stat. § 66.0313 or under a written mutual aid agreement shall be deemed employees of the Nation for purposes of indemnification for liability judgments and defense costs, and (b) that the activities of such officers while supplying assistance under Wis. Stat. § 66.0313 or under a written mutual aid agreement shall be considered law enforcement activities as defined under the policy.

I am pleased to inform you that I have determined that the above documentation, together with the documentation previously supplied by the Nation to DOJ, is sufficient to satisfy the law enforcement mutual assistance requirements of Wis. Stat. § 66.0313(4)(a). Notice of the Nation's satisfaction of those requirements will be posted on WILENET, pursuant to Wis. Stat. § 66.0313(4)(b).

Thank you for your cooperation in this matter.

Sincerely,

Thomas C. Bellavia

Thomas C. Bellavia
Assistant Attorney General

TCB:ajw

Tribal Law Enforcement Agencies

Tribal law enforcement agencies have two unique legal requirements within their agency operations. The first deals with enforcement of Wisconsin statutes, and the second involves mutual aid agreements.

Enforcement of Wisconsin Statutes

Section 165.92 of the Wisconsin Statutes specifies the conditions under which tribal law enforcement officers may exercise the same powers to enforce Wisconsin state laws and to make arrests for violations of such laws as are possessed by other certified law enforcement officers in this state.

One of the statutory requirements is that the tribal government must either: (1) have in effect a resolution waiving the tribe's sovereign immunity to the extent specified in Wis. Stat. § 165.92(3m)(a)1.; or (2) maintain liability insurance that meets the specific conditions enumerated in Wis. Stat. § 165.92(3m)(a)2. Proof of satisfaction of this requirement must be submitted to the Wisconsin Department of Justice, which shall post notice of such compliance on WILENET.

The following tribes in Wisconsin have submitted documentation that has been found by the Department of Justice to satisfy the requirements of Wis. Stat. § 165.92(3m)(a):

- Ho-Chunk Nation
    1. An April 5, 2011, resolution by the Ho-Chunk Nation Legislature waiving the Nation's sovereign immunity to the extent necessary to allow enforcement in Wisconsin courts of any liability of the Nation under Wis. Stat. § 66.0513; and
    2. Proof of insurance coverage for law enforcement liability that satisfies all of the other requirements enumerated in Wis. Stat. § 165.92(3m)(a)2.
- Lac Courte Oreilles Band of Lake Superior Chippewa Indians
    1. An October 27, 2003, resolution by the Lac Courte Oreilles Tribal Governing Board waiving the tribe's sovereign immunity to the extent necessary to meet the requirements of Wis. Stat. § 165.92.
- Lac du Flambeau Band of Lake Superior Chippewa Indians
    1. A February 13, 1995, resolution by the Lac du Flambeau Tribal Council waiving the tribe's sovereign immunity to the extent necessary to meet the requirements of Wis. Stat. § 165.92.
- Oneida Tribe of Indians of Wisconsin

1. A September 3, 2008, resolution by the Oneida Business Committee waiving the tribe's sovereign immunity to the extent necessary to meet the requirements of Wis. Stat. § 165.92.

- Red Cliff Band of Lake Superior Chippewa
  1. A November 7, 2011, resolution by the Red Cliff Tribal Council waiving the tribe's sovereign immunity to the extent necessary to meet the requirements of Wis. Stat. § 165.92.
  2. Letter giving notice of satisfaction of statutory requirements [link]
- St. Croix Chippewa Indians of Wisconsin
  1. An August 8, 2003, resolution by the St. Croix Tribal Council waiving the tribe's sovereign immunity to the extent necessary to meet the requirements of Wis. Stat. § 165.92.

Note: Any of the above tribal documentation submitted to the Wisconsin Department of Justice prior to May 20, 2010, may require updating to correspond to the current version of Wis. Stat. § 165.92.

Law Enforcement Mutual Assistance

Section 66.0313 of the Wisconsin Statutes governs mutual assistance among law enforcement agencies in this state. That statute, as amended on May 21, 2010, includes specific conditions under which tribal law enforcement agencies may request and receive such mutual aid.

One of the statutory requirements is that the tribal government must either: (1) have in effect a resolution waiving the tribe's sovereign immunity to the extent specified in Wis. Stat. § 66.0313(4)(a)1.; (2) maintain liability insurance that meets the specific conditions enumerated in Wis. Stat. § 66.0313(4)(a)2.; or (3) have in place one or more mutual assistance agreements with other law enforcement agencies that meet the requirements set forth in Wis. Stat. § 66.0313(4)(a)3. Proof of satisfaction of at least one of these conditions must be submitted to the Wisconsin Department of Justice, which shall post notice of such compliance on WILENET.

The following tribes in Wisconsin have submitted documentation that has been found by the Department of Justice to satisfy the requirements of Wis. Stat. § 66.0313(4)(a):

- Red Cliff Band of Lake Superior Chippewa
  1. Proof of insurance coverage and a November 7, 2011, resolution by the Red Cliff Tribal Council that meet the requirements of Wis. Stat. § 66.0313.
  2. Letter giving notice of satisfaction of statutory requirements [link]

- Ho-Chunk Nation
  1. Ho-Chunk Tribal Police Department has met mutual assistance eligibility requirements similar to the Red Cliff Band of Lake Superior Chippewa.
  2. Letter giving notice of satisfaction of statutory requirements [link]

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph: 608-524-6404 Fax: 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: IV-C

To: Mayor and Common Council
Prepared By: Brian Duvalle, Planning and Building
Thru: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: Johansen CSM; Resolution 4318-18

BACKGROUND AND REQUEST

APPLICANT: Kurt & Jean Johansen
LOCATION: Access from Thomas Rd; parcel #030-0064
ZONING: Ag
PROPOSED LAND USE CHANGE: Certified Survey Map (CSM)
DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider CSM to divide a parcel into two smaller parcels.

ANALYSIS
This CSM would divide the parcel into two with access from Thomas Rd. The owner intends to build a house on the northerly, Thomas Rd portion. Floodplain and wetlands are present on most of the parcel.

STAFF RECOMMENDATION
The RADC and Plan Commission recommend approval.

FINANCIAL IMPACT
N/A

ATTACHMENTS
Resolution 4318-18, Application

RESOLUTION
(Johansen CSM – Town of Reedsburg – Parcel #030-0064-00000)

File No. 4318-18

Resolved, that this Certified Survey located in the City of Reedsburg is hereby approved by the Common Council of the City of Reedsburg.

STATE OF WISCONSIN)
COUNTY OF SAUK)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 22nd day of January, 2018, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 22nd day of January, 2018.

_____

Jacob Crosetto
City Clerk

Revised 1/12

City of Reedsburg Land Use Application

134 S. Locust St.
PO Box 490
Reedsburg, WI 53959

Ph: 608-524-6404
Fax: 608-524-8458
bduvalle@ci.reedsburg.wi.us

APPLICANT: Kurt and Jean Johansen

ADDRESS: S2720 CTH 'V' **CITY:** Reedsburg **STATE:** WI

ZIP: 53959 **PHONE:** 963-4116 **FAX:** _____

E- MAIL: _____

PROPERTY OWNER: (if different from Applicant) _____

LOCATION: off of Thomas Road (ET) **PARCEL #:** 030-0064-00000

LAND USE CHANGE REQUESTED

(Please describe one or more as applicable – attach extra pages/maps if necessary)

- ☐ **Conditional Use Permit:** _____

  For *CONDITIONAL USE PERMIT* requests, also answer "A" on the opposite side.

- ☐ **Zoning Variance:** _____

  For *VARIANCE* requests, also answer "B" on the opposite side.

- ☐ **Zone Change (Rezoning) - From:** _____ **To:** _____
- ☒ **Certified Survey Map (C.S.M.):** 1 Lot 5.41 acres
- ☐ **Preliminary Plat:** ____ **Final Plat:** _____ **Name of Plat:** _____
- ☐ **Flood Plain Zone Change: From:** _____ **To:** _____
- ☐ **Comprehensive Plan Amendment:** _____
- ☐ **Other:** _____

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes.

Jean Johansen 10/25/17
Applicant Signature / Date

Kurt Johansen 10/25/17
Owner Signature / Date

Extraterritorial Committee Date: _____
Plan Commission Date: _____
Board of Zoning Appeals Date: _____
City Council Action & Date: _____

Account #10-461500-00

The applicant or representative MUST ATTEND the meeting

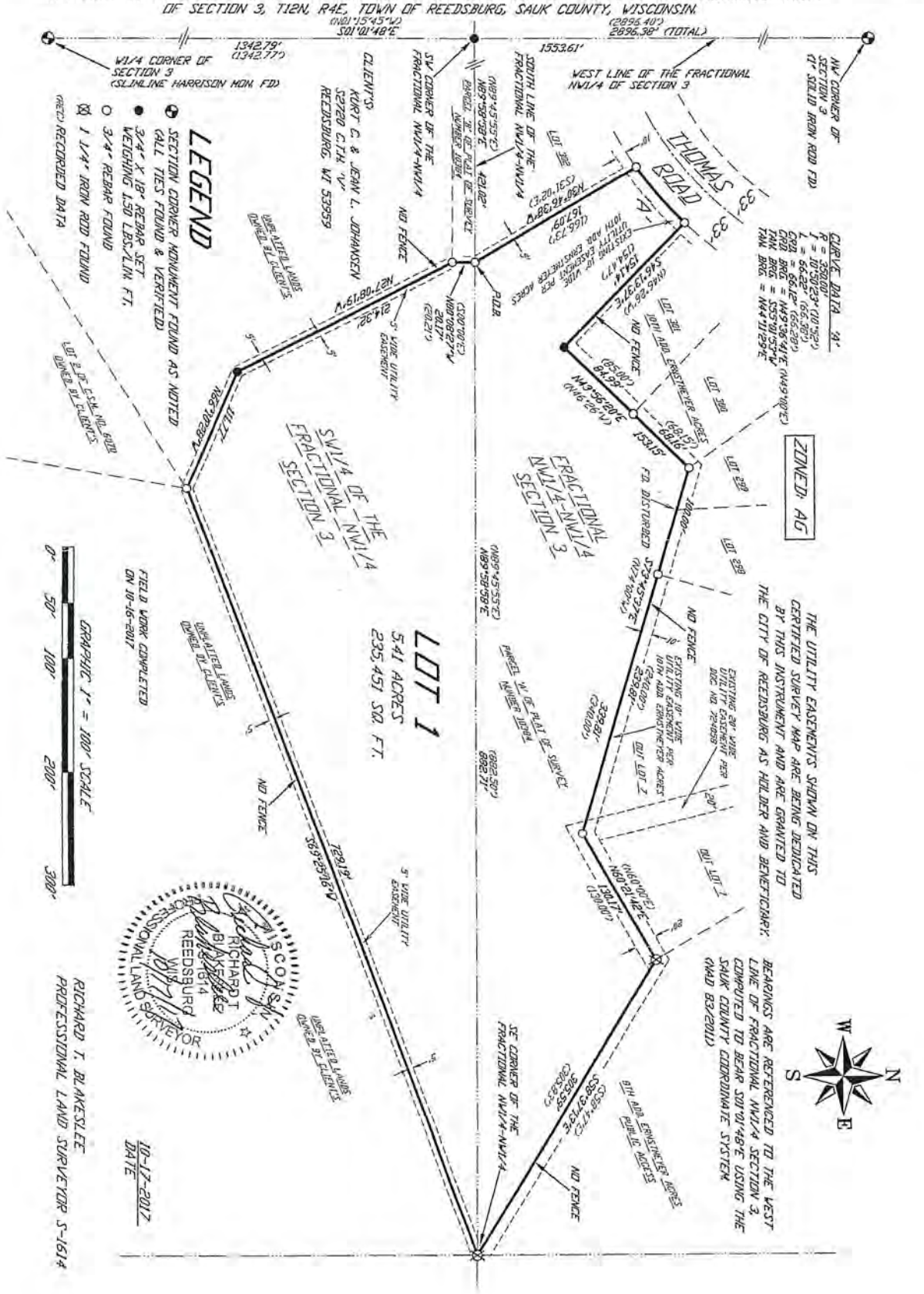
C:\Users\kwitt.CITYHALL\Desktop\Land Use Appl.doc

Conditional Use $153	
Cond. Use-Agriculture $400	
Variance $112	
Zone Change $200	
C.S.M. $171	~~$171~~
Subdivision Plat $610	
- w/ Stormwater Plan $100	
Flood Plain Zone $189	
Mapping Fee $61/parcel in C.S.M./plat	
Comp Plan Amend $200	
Date Paid	10-25-17
Receipt #	1.0265109

BLAKESLEE LAND SURVEYING
1228 E MAIN STREET
REEDSBURG, WI, 53959
(608)-524-0402

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

A PARCEL OF LAND LOCATED IN THE FRACTIONAL NW1/4-NW1/4 AND THE SW1/4 OF THE FRACTIONAL NW1/4 OF SECTION 3, T12N, R4E, TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I, Richard T. Blakeslee, Professional Land Surveyor, hereby certify that I have surveyed, divided, dedicated and mapped a parcel of land located in the fractional NW1/4-NW1/4 and the SW1/4 of the fractional NW1/4 of Section 3, T12N, R4E, Town of Reedsburg, Sauk County, Wisconsin; being more fully described as follows:

Commencing at the Northwest corner of Section 3; thence S01°01'48"E, 1553.61 feet along the West line of the fractional NW1/4 of Section 3 to the Southwest corner of the fractional NW1/4-NW1/4 of Section 3; thence N89°58'58"E, 421.02 feet along the South line of the fractional NW1/4-NW1/4 of Section 3 to an Easterly corner of Lot 302 of the 10th Addition to Ernstmeyer Acres and is the point of beginning; thence N30°46'38"W, 167.09 feet along the Northeasterly line of the aforesaid Lot 302 to the Northeast corner thereof, said point being located on a Southeasterly line of Thomas Road and is also located on a curve to the left, having a central angle of 10°50'23" and a radius of 350.00 feet; thence Northeasterly, 66.22 feet along the arc of the curve, the long chord of which bears N49°36'41"E, 66.12 feet to the Northwest corner of Lot 301 of the 10th Addition to Ernstmeyer Acres; thence S46°13'37"E, 154.14 feet along the Southwesterly line of the aforesaid Lot 301 to the Southwest corner thereof; thence N43°56'20"E, 153.15 feet along the Southeasterly lines of Lots 301 and 300 to the Southeast corner of Lot 300; thence S73°45'37"E, 339.81 feet along the Southwesterly lines of Lot 298 and Out Lot 7 to a Southerly corner of the aforesaid Out Lot 7; thence N60°21'42"E, 130.17 feet along the Southeasterly line of the aforesaid Out Lot 7 to the Southeast corner thereof; thence S58°37'13"E, 305.59 feet along the Southwesterly line of Public Access Lands of the 8th Addition to Ernstmeyer Acres to the Southeast corner of the fractional NW1/4-NW1/4 of Section 3; thence S69°25'16"W, 729.19 feet; thence N66°10'28"W, 111.77 feet; thence N27°08'19"W, 214.32 feet to the Southeast corner of Lot 302 of the 10th Addition to Ernstmeyer Acres; thence N00°08'27"W, 20.17 feet along an Easterly line of the aforesaid Lot 302 to the point of beginning.

Said parcel contains 5.41 acres, more or less, and is subject to an existing 20.00 foot wide utility easement as described on Document Number 724058, the utility easements dedicated to the City of Reedsburg as shown on the Plats of the 8th and 10th Addition to Ernstmeyer Acres and the utility easements as shown and dedicated to the City of Reedsburg.

That I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, the City of Reedsburg, The Township of Reedsburg and the Sauk County Land Division and Subdivision Regulations. Also that this map is in compliance with Chapter A.E. 7 of the Administrative Code of the State of Wisconsin to the best of my knowledge and belief in surveying, dividing and mapping the same.

That such plat is a true and correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have performed such Certified Survey under the direction of Kurt C. and Jean L. Johansen, S2720 C.T.H. 'V', Reedsburg, WI, 53959, owner's of said lands.

10-17-2017
Date

WISCONSIN RICHARD T BLAKESLEE S-1614 REEDSBURG WIS PROFESSIONAL LAND SURVEYOR

Richard T. Blakeslee
Professional Land Surveyor S-1614

Soil Certificate

Lot 1 has had a soil's evaluation done, a copy of which is on file at the office of Sauk County Conservation Planning and Zoning.

Reedsburg Town Board Approval

Resolved, that this Certified Survey in the Town of Reedsburg, be and is hereby approved.
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Reedsburg Town Board and made effective this _____ day of _____, 2017

_____
Town Board Chairman

Sauk County Planning Agency Approval

Resolved, that this Certified Survey in the Town of Reedsburg, be and is hereby approved in compliance with Chapter 236 of the Wisconsin Statutes, and the zoning requirements of the Sauk County Planning Agency Land Division and Subdivision Regulations.

I herby certify that the foregoing is a true and correct copy of a resolution adopted by the Sauk County Planning Agency and made effective this _____ day of _____, 2017

_____ _____

Date Administrator

COMMON COUNCIL RESOLUTION

Resolved, that this Certified Survey located in the Town of Reedsburg be and is hereby approved by the Common Council of the City of Reedsburg.

_____ Approved_____

Date Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Reedsburg.

_____ Approved_____

Date

OWNERS CERTIFICATE OF DEDICATION

Kurt C. and Jean L. Johansen as owner's, do hereby certify that he has caused the lands described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map. Kurt C. & Jean L. Johansen do further certify that the Certified Survey is required by s.236.10 or 236.12 to be submitted to the following for approval or rejection: The City of Reedsburg, The Town of Reedsburg and Sauk County Conservation Planning and Zoning.

_____ _____

Kurt C. Johansen, Owner Jean L. Johansen, Owner

State of Wisconsin:
Sauk County:

Personally came before me this _____ day of _____, 2017, Kurt C. and Jean L. Johansen, to me known to be the person who executed the foregoing instrument and acknowledged that they have executed the foregoing instrument.

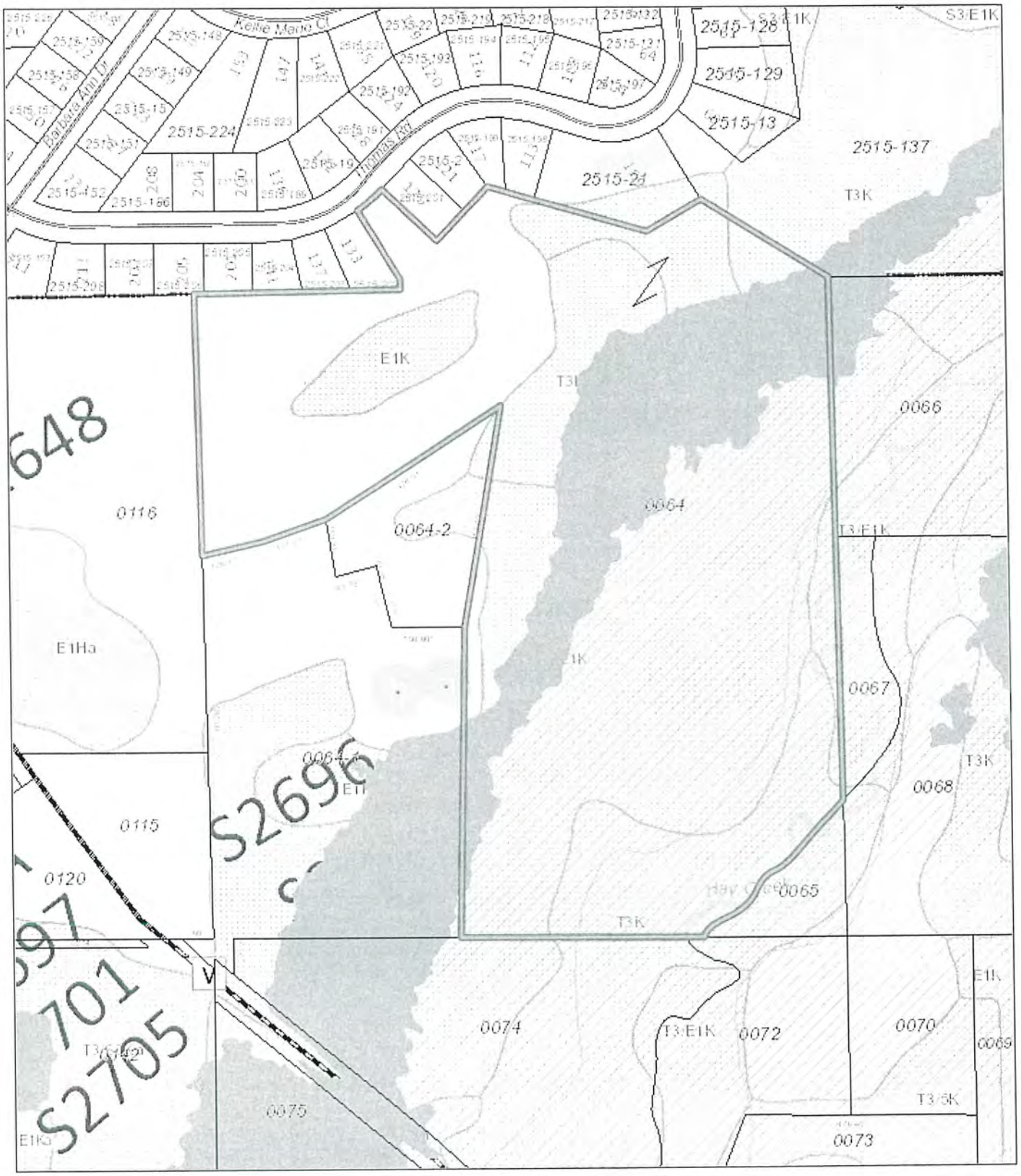
_____

Notary Public; Sauk County, Wisconsin.

My commission expires _____.

10-17-2017
Date

Richard T. Blakeslee
Registered Land Surveyor S-1614



City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 277 '

CITY OF REEDSBURG
134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 1/12/2018

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: IV-D-a

To: Mayor and Common Council
Prepared By: Matt Scott, Parks and Recreation Director
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: Building Lease Agreement with the Lions Club and Jaycees

BACKGROUND AND REQUEST

The City of Reedsburg leases the Lions /Jaycees building yearly to the two service groups on a yearly basis. The Parks and Recreation committee reviewed the current lease agreement and have recommended that the lease payment stay the same for the next 10 years which is $1/year. All other terms of the lease agreement will remain the same and will not change for period of the lease.

ANALYSIS

The Lions and Jaycees are service groups that provide community programming and services to the citizens of Reedsburg and the surrounding communities. The building is used heavily during the Butter festival and holds several other community events like Vet-Fest and Hunters Night Out. The yearly operating cost of the building is approximately $3,800 annually.

STAFF RECOMMENDATION

Recommend approval of amendment to the lease agreement.

FINANCIAL IMPACT

None

ATTACHMENT:

Amendment to Lease Agreement

AMENDMENT TO LEASE AGREEMENT

CITY OF REEDSBURG, Landlord
and
REEDSBURG JAYCEES and REEDSBURG LIONS CLUB, Tenants

The Lease Agreemeent between the City of Reedsburg, Landlord and the Reedsburg Jaycees and Reedsburg Lions Club, Tenants, for the term of ten (10) years commencing January 15, 2018 through and including January 15, 2028, shall be renewed for the terms provided in the Lease Agreement dated January 11, 1999, at the stated annual rent of One ($1.00) Dollar per year payable annually on or before January 15th of each and every year this lease is in existence.

All other terms and conditions of the Lease Agreement shall remain in full force and effect during the period of extension provided for herein.

Dated this _____ day of January, 2018.

LANDLORD:
CITY OF REEDSBURG
A Wisconsin Municipal Corporation

_____
David G. Estes, Mayor

_____
Stephen Compton, City Administrator

TENANT:
REEDSBURG JAYCEES
A Wisconsin for-profit corporation

_____
_____, President

_____
_____, Secretary

REEDSBURG LIONS CLUB
A Wisconsin for-profit corporation

_____
_____, President

_____
_____, Secretary

LEASE AGREEMENT

CITY OF REEDSBURG, Landlord

and

REEDSBURG JAYCEES AND REEDSBURG LIONS CLUB, Tenants

Dated: January 11, 1999

This document drafted by:
James P. Gerlach
City Attorney
SBN: 01014067
CITY OF REEDSBURG
P.O. Box 231
Reedsburg, WI 53959
(608) 524-8231

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LEASE AGREEMENT

Landlord: City of Reedsburg, a municipal corporation ("City")

Tenants: Reedsburg Jaycees and Reedsburg Lions Club, Wisconsin non-profit corporations ("Lions/Jaycees")

Purpose: A long-term lease of Lions/Jaycees Building, Nishan Park, Reedsburg, Wisconsin

Term: Ten (10) years, commencing January 1, 1999, through and including December 31, 2008

Rental: One ($1.00) Dollar per year payable annually on or before January 15 of each and every year this lease is in existence with the first payment being made on or before January 15, 1999

Leased Property: See Exhibit A attached
(Nishan Park diagram indicating area of building and adjacent grounds covered by lease)

1. LEASE OF PROPERTY.

Landlord leases to Tenants the Leased Property for the term and at the rental set forth above upon the following provisions, each of which shall be both covenants and conditions, and Landlord and Tenants covenant and agree to abide by and perform each and every provision thereof.

2. PURPOSE AND USE OF PROPERTY.

Tenants are hereby permitted to use and occupy the property for the purpose of holding Lions/Jaycees functions and for use by other civic organizations and community functions. The building will be available for use by the City from time to time for municipal functions at pre-agreed times and dates. Tenants shall provide periodic schedules of upcoming events on at least a four-month basis. Any change in the intended use of the property shall require the prior written consent of Landlord. Landlord warrants that the business anticipated by Tenants is not prohibited by zoning or by any title restriction or occupancy permits. It is understood that Tenants may use the adjacent public parking lots in conjunction with its functions.

3. RENTAL PAYMENTS.

Tenants agree to pay the foregoing rental in the manner above described to Landlord at the address hereinafter specified for notices, or at such other place as Landlord may from time to time designate in writing.

4. CONSTRUCTION COSTS.

Tenants shall be solely responsible for all costs of construction of the Leased Property and hold the City harmless for said costs. Tenants may not obligate the City, in any way whatsoever, for said costs and will hold the City harmless for any such costs.

5. TAXES.

Landlord shall pay all real estate and personal property taxes; special assessments, and other charges of every nature levied upon, assessed against, or attributable to the Leased Property, if any, during the term of this agreement and any renewals hereof.

6. UTILITIES.

Landlord shall pay all sewer, water, electric, refuse removal and recycling charges. Tenants shall pay all heat and telephone charges.

7. MAINTENANCE.

Tenants, at their expense, shall maintain the Leased Property, including restrooms, and all improvements located thereon in good condition and repair, except that, Landlord will remove snow and mow the grass on a no-cost basis. No hazardous materials or personal property is allowed upon the Leased Property. Should the City use the Leased Property for municipal functions, it shall be responsible for clean up afterward. Landlord shall be responsible for winterizing the leased premises on an annual basis.

8. INSURANCE.

Landlord presently provides insurance coverage for Tenants by including the Leased Property on Landlord's broad policy issued through the local government insurance pool. Landlord shall continue to provide such coverage as long as such coverage is available at reasonable cost.

If such coverage cannot be continued at reasonable cost, Tenants, at their expense, shall maintain fire and extended coverage insurance on its building, equipment, fixtures, leasehold improvements and other property to the reasonable value thereof. Said insurance shall name Tenants' mortgagee, if any, as the loss payee.

Landlord and Tenants shall each maintain public liability insurance with limits of at least one million ($ 1,000,000) dollars per occurrence insuring the interest of Landlord and Tenants as they may appear. Each party shall furnish the other party with certificates of such insurance on demand. Such coverage can be provided through Tenants' respective national affiliations.

9. ASSIGNMENT & SUBLETTING BY TENANTS.

Tenants may assign this lease for collateral purposes in connection with any mortgages Tenants may place against the building by Tenants on the Leased Property.

Tenants may not otherwise assign this lease or sublet the property or any portion thereof without the written permission of Landlord, which consent Landlord may not unreasonably withhold. Any such assignment or subletting granted with the permission of Landlord shall not release Tenants from their liability to pay rent as provided herein or from its liability to carry out and perform in the manner herein set forth any of the other covenants and conditions of this lease.

10. ASSIGNMENT OR MORTGAGE BY LANDLORD.

Landlord may assign Landlord's interest in said lease by collateral assignment of lease or by mortgage, provided, however, that any such mortgage shall recognize this lease and provide that Tenants, while not in default shall be entitled to the full possession of, and full use and enjoyment of the Leased Property on the terms and conditions set forth in this lease. Landlord may not otherwise assign this lease without the written permission of Tenants, which consent Tenants may not unreasonably withhold.

11. RENEWAL TERMS.

Unless either party gives written notice of their intention not to renew this lease at least ninety (90) days prior to the expiration of the initial or subsequent terms, this lease shall automatically renew for successive five (5) year terms upon the same terms and conditions set forth herein.

12. TERMINATION.

Either party may terminate this lease upon thirty (30) days written notice in the event of a material breach of this lease by the other party.

13. COMPLIANCE WITH LAW.

Tenants will not commit any waste on or to the Leased Property and will conform with all applicable laws, building codes and ordinances respecting the use and occupancy of the property.

14. SURRENDER AT END OF TERM.

Tenants covenant, upon the last day of the term of this lease or any renewals hereof or of any sooner termination hereof as provided herein, to peaceably and quietly surrender to Landlord the entire Leased Property and all buildings, improvements, and fixtures located thereon.

15. HOLDING OVER.

If Tenants hold over or remain in possession or occupancy of the Leased Property after the expiration of the term of this lease, (except pursuant to any extension or renewals hereof) or after any sooner termination hereof, without a new lease of said property being actually made and entered into between Landlord and Tenants, such holding over or continued possession or occupancy after the initial term or any extensions or renewals hereof shall, if rent is paid by Tenants and accepted by Landlord for or during any period of time it so holds or remains in possession or occupancy, create only a tenancy from month to month at the last previous rental and upon the agreement, covenants, and conditions hereof (other than the term herein provided), said month to month tenancy may be terminated by either party by giving to the other thirty (30) days written notice of such intention to terminate the same.

16. QUIET ENJOYMENT.

Landlord covenants and warrants that it has title to the Leased Property, that Landlord has full right to make this lease and can deliver possession of the Leased Property to Tenants at the commencement of the term hereof; and that said Tenants, upon paying the rental and performing the covenants hereof on their part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Leased Property through the term hereof, and any extensions or renewals hereof.

17. DAMAGE TO THE PROPERTY.

If any buildings located on the Leased Property and owned by Tenants shall, during the term of this lease, be destroyed or damaged, Tenants may, at Tenants' option, either:

(a) rebuild the buildings so damaged or destroyed at Tenants' cost and expense; or
(b) restore the Leased Property to its original condition prior to construction of said buildings and improvements and terminate this lease by written notice to Landlord upon completion of such restoration.

18. DEFAULT.

In the event that Tenants shall default in the payment of rentals when due or in any of the terms and provisions of this lease, Landlord may forward written notice of such default by certified mail addressed to Tenants as hereinafter set forth and failure on the part of Tenants to cure such default within sixty (60) days after the date of mailing said notice shall, at the option of Landlord, work a forfeiture of this lease.

19. BANKRUPTCY, INSOLVENCY, ETC.

Neither bankruptcy, nor insolvency, nor assignment for the benefit of creditors, nor the appointment of a receiver or trustee shall affect this lease so long as the covenants on the part of Tenants to be performed are being performed by Tenants or by the then owner of the leased term, and providing there is no default in the payment of rent or any other charges due Landlord hereunder.

20. NOTICES.

A. All notices to Tenant shall be sent by registered or certified mail addressed to Tenants at the address of the respective Presidents of the Lions Club and Jaycees. Each club shall advise Landlord as to the name and address of its President on a periodic basis.

B. All notices to Landlord shall be sent by registered or certified mail addressed to Landlord at Reedsburg City Hall, 134 South Locust Street, P.O. Box 490, Reedsburg, Wisconsin 53959.

C. All notices shall be deemed to have been given when deposited in the U. S. Mail in sealed envelopes with postage prepaid thereon.

21. MODIFICATION.

No modification of this lease shall be binding unless in writing and executed and acknowledged in due form for record. The words "Landlord" and "Tenants" wherever used herein shall be construed as plural wherever the number of parties to this lease so requires, and the necessary grammatical changes to make the provisions hereof apply either to corporations or to individuals, men or women, shall be assumed as though in each case fully expressed.

22. SUCCESSORS, ETC.

The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

23. ARCHITECTURAL CONTROL.

Tenants agree to consult with Landlord prior to undertaking the construction or any remodeling or making any major additions or modifications to the building to be constructed and located on the Leased Property.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28 day of January, 1999.

LANDLORD
CITY OF REEDSBURG,
a municipal corporation

By: _____
Carl H. Stolte, Mayor

By: _____
David R. Waffle, City Administrator

TENANT
REEDSBURG JAYCEES,
a Wisconsin non-profit corporation

By: _____, President

By: _____, Secretary

TENANT
REEDSBURG LIONS CLUB,
a Wisconsin non-profit corporation

By: _____
MEL HAHS, President

By: _____, Secretary

Subscribed and sworn to before me
this 28th day of January, 1999.

_____
Notary Public, Sauk County, WI
My Commission expires/is: 06-03-01

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: IV-D-b

To: Mayor and Common Council
Prepared By: Matt Scott, Parks and Recreation Director
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018

Subject: RACA Lease Agreement with the Hockey Club

BACKGROUND AND REQUEST

The City of Reedsburg leases the RACA building yearly to the Youth Hockey Association from October 1st to April 30th. The Parks and Recreation committee reviewed the current lease agreement and have recommended a new payment schedule for the next three years. The previous lease payments were as follows: 2015 - $8,000, 2016 - $9,000 and 2017 - $10,000. The new payments are as follows: 2018 - $10,000, 2019 - $11,000 and 2020 - $12,000. All other terms of the lease agreement will remain the same and will not change.

ANALYSIS

Reedsburg Youth Hockey provides youth hockey opportunities to the area youth of Reedsburg. The payment received by them covers approximately 1/3 of operating cost of the building annually. Hockey is responsible for any cost associated with hockey operations. The lease is reviewed every three years and adjusted if needed. The City has the building from April 1st to September 30th. During that time, the city rents the building out for parties and other events.

STAFF RECOMMENDATION

Recommend approval of amendment to the lease agreement.

FINANCIAL IMPACT

Revenue the City will receive for the next three years

$10,000 - 2018
$11,000 - 2019
$12,000 - 2020

ATTACHMENT:

Amendment to Lease Agreement

AMENDMENT TO LEASE AGREEMENT

CITY OF REEDSBURG, Landlord
and
REEDSBURG YOUTH HOCKEY ASSOCIATIONS, INC., Tenant

The Lease Agreemeent between the City of Reedsburg, Landlord and the Reedsburg Youth Hockey Association, Inc., Tenant for the term of three (3) years commencing January 1, 2018 through and including January 1, 2020, shall be renewed for the following terms at the stated annual rent:

Term	Rent
January 1, 2018- December 31, 2018	$10,000.00
January 1, 2019- December 31, 2019	$11,000.00
January 1, 2020- December 31, 2020	$12,000.00

All other terms and conditions of the Lease Agreement shall remain in full force and effect during the period of extension provided for herein.

Dated this _____ day of _____, 2018.

LANDLORD:
CITY OF REEDSBURG
A Wisconsin Municipal Corporation

_____
David G. Estes, Mayor

_____
Stephen Compton, City Administrator

TENANT:
REEDSBURG YOUTH HOCKEY ASSOCIATION, INC.
A Wisconsin for-profit corporation

_____
_____, President

_____
_____, Secretary

LEASE AGREEMENT

Landlord:	City of Reedsburg, a Wisconsin municipal corporation ("City')
Tenants:	Reedsburg Youth Hockey Association, Inc., a Wisconsin non-profit corporation ("Hockey Association")
Purpose:	A long-term lease of the Reedsburg Area Community Arena ("RACA"), Nishan Park, Reedsburg, Wisconsin
Annual Period Term:	The Annual Period shall be between October 1st and April 1st each winter for ten (10) years, commencing January 1, 2000, through and including December 31, 2009
Rental Fee:	The initial rental fee shall be Four Thousand and no/100 Dollars ($4,000.00) per year payable annually on or before April 15 of each and every year this lease is in existence with the first payment being made on or before April 15, 2000.
Annual Review:	The terms of this lease shall be reviewed annually and the terms, including rent, may be modified by mutual agreement as provided in paragraph 23 below.
Leased Property:	RACA building.

1. LEASE OF PROPERTY.

Landlord leases to Tenant the Leased Property for the term and at the rental set forth above upon the following provisions, each of which shall be both covenants and conditions, and Landlord and Tenant covenant and agree to abide by and perform each and every provision thereof. In conjunction with the Leased Property, Tenant shall also have the use of adjacent parking lots.

2. PURPOSE AND USE OF PROPERTY.

Tenant is hereby permitted to use and occupy the Leased Property during the annual period for the purpose of conducting a youth hockey and public skating program. Any change in the intended use of the Leased Property shall require the prior written consent of Landlord. Landlord warrants that the business anticipated by Tenant is not prohibited by zoning or by any title restriction or occupancy permits. It is understood that Tenant may use the adjacent public parking lots in conjunction with its functions.

3. RENTAL PAYMENTS.

Tenant agrees to pay the foregoing rental in the manner above described to Landlord at the address hereinafter specified for notices, or at such other place as Landlord may from time to time designate in writing.

4. RESPONSIBILITIES OF TENANT.

A. Tenant shall be solely responsible for, and Landlord shall have no responsibility for personalty items associated with the Hockey Association's functions, namely the chillers and related refrigeration equipment, concession equipment, Zamboni, boards, nets, scoreboard, hot water and heating equipment related to the locker rooms and Zamboni room.

B. Tenant shall offer public skating at dates and times agreed to from time to time between the parties. Currently, said public skating is provided on Wednesday and Sunday evenings. Tenant will provide concession and supervision staff during these times and may charge a reasonable fee to the public for this service. The Landlord may provide additional public skating time (such as during Christmas break) and Landlord will provide supervisory staff. If the concession is open during this Landlord-supervised skating time, the Tenant shall be entitled to the proceeds.

C. Tenant shall be responsible for cleaning and maintaining the locker room area toilet.

5. RESPONSIBILITIES OF LANDLORD.

A. Landlord shall be responsible for pavilion and concession lighting, outlets and breaker room and alarm system maintenance and repair and shall provide "one dumpster" garbage service.

B. Landlord shall be responsible for the maintenance of the public toilets, including toilet partitions, mirrors, hand and paper dispensers, sinks and toilets and will provide toilet paper, paper towels and hand soap.

6. CONSTRUCTION COSTS.

Tenant shall be solely responsible for all previously incurred costs of construction of the Leased Property and hold the City harmless for said costs. Tenant may not obligate the City, in any way whatsoever, for said costs and will hold the City harmless for any such costs. Any additional construction undertaking by Tenant to enhance the facilities shall be pre-approved by Landlord.

7. TAXES.

Landlord shall pay all real estate and personal property taxes; special assessments, and other charges of every nature levied upon, assessed against, or attributable to the Leased Property, if any, during the term of this agreement and any renewals hereof, except that personal property owned by and titled to the Tenant.

8. UTILITIES.

Landlord shall pay all sewer, water, electric (including signage), refuse removal and recycling charges, and telephone charges.

9. GENERAL MAINTENANCE.

Except as provided above, Tenant generally shall maintain the Leased Property, including restrooms and all improvements located thereon in good condition and repair, except that Landlord will maintain the RACA pavilion shell, including walls and roof and will remove snow and mow the grass and will maintain the adjacent parking lots and lighting. No hazardous materials or personal property is allowed upon the Leased Property. Should the Landlord use the Leased Property for municipal functions, it shall be responsible for cleanup afterward. Tenant shall be responsible for cleaning the Leased Property at the end of its Annual Period each year.

10. INSURANCE.

Landlord presently provides insurance coverage for Tenant by including the Leased Property on Landlord's broad policy issued through the local government insurance pool. Landlord shall continue to provide such coverage as long as such coverage is available at reasonable cost.

Tenant, at its expense, shall maintain fire and extended coverage insurance on its equipment and personalty to the reasonable value thereof. Said insurance shall name Tenant's mortgagee, if any, as a loss payee.

Tenant shall maintain public liability insurance with a limit of at least One Million and no100/ Dollars ($ 1,000,000.00) per occurrence insuring the interest of Landlord as it may appear. Tenant shall furnish Landlord with a certificate of such insurance on demand. Such coverage can be provided through Tenant's respective national affiliation with USA Hockey.

11. ASSIGNMENT & SUBLETTING BY TENANTS.

Tenant may assign this lease for collateral purposes in connection with any mortgages Tenant may place against the building on the Leased Property.

Tenant may not otherwise assign this lease or sublet the Leased Property or any portion thereof without the written permission of Landlord, which consent Landlord may not unreasonably withhold. Any such assignment or subletting granted with the permission of Landlord shall not release Tenant from its liability to pay rent as provided herein or from its liability to carry out and perform in the manner herein set forth any of the other covenants and conditions of this lease.

12. ASSIGNMENT OR MORTGAGE BY LANDLORD.

Landlord may assign Landlord's interest in said lease by collateral assignment of lease or by mortgage, provided, however, that any such mortgage shall recognize this lease and provide that Tenant, while not in default shall be entitled to the full possession of, and full use and enjoyment of the Leased Property on the terms and conditions set forth in this lease. Landlord may not otherwise assign this lease without the written permission of Tenant, which consent Tenant may not unreasonably withhold.

13. RENEWAL TERMS.

Unless either party gives written notice of their intention not to renew this lease at least ninety (90) days prior to the expiration of the initial or subsequent terms, this lease shall automatically renew for successive five (5) year terms upon the same terms and conditions set forth herein.

14. TERMINATION.

Either party may terminate this lease upon thirty (30) days written notice in the event of a material breach of this lease by the other party.

15. COMPLIANCE WITH LAW.

Tenant will not commit any waste on or to the Leased Property and will conform with all applicable laws, building codes and ordinances respecting the use and occupancy of the property.

16. SURRENDER AT END OF TERM.

Tenant covenants, upon the last day of the term of this lease or any renewals hereof or of any sooner termination hereof as provided herein, to peaceably and quietly surrender to Landlord the entire Leased Property and all buildings, improvements and fixtures located thereon except the compressor room and 1997 west side addition.

17. HOLDING OVER.

If Tenant holds over or remains in possession or occupancy of the Leased Property after the expiration of the term of this lease, (except pursuant to any extension or renewals hereof) or after any sooner termination hereof, without a new lease of said property being actually made and entered into between Landlord and Tenant, such holding over or continued possession or occupancy after the initial term or any extensions or renewals hereof shall, if rent is paid by Tenant and accepted by Landlord for or during any period of time it so holds or remains in possession or occupancy, create only a tenancy from month to month at the last previous rental and upon the agreement, covenants, and conditions hereof (other than the term herein provided), said month to month tenancy may be terminated by either party by giving to the other thirty (30) days written notice of such intention to terminate the same.

18. QUIET ENJOYMENT.

Landlord covenants and warrants that it has title to the Leased Property, that Landlord has full right to make this lease and can deliver possession of the Leased Property to Tenant at the commencement of the term hereof; and that said Tenant, upon paying the rental and performing the covenants hereof on their part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Leased Property through the term hereof, and any extensions or renewals hereof.

19. DAMAGE TO THE PROPERTY.

If any buildings located on the Leased Property and owned by Landlord shall, during the term of this lease, be destroyed or damaged, Landlord shall rebuild the buildings so damaged or destroyed.

20. DEFAULT.

In the event that Tenant shall default in the payment of rentals when due or in any of the terms and provisions of this lease, Landlord may forward written notice of such default by certified mail addressed to Tenant as hereinafter set forth and failure on the part of Tenant to cure such default within sixty (60) days after the date of mailing said notice shall, at the option of Landlord, work a forfeiture of this lease.

21. BANKRUPTCY, INSOLVENCY, ETC.

Neither bankruptcy, nor insolvency, nor assignment for the benefit of creditors, nor the appointment of a receiver or trustee shall affect this lease so long as the covenants on the part of Tenant to be performed are being performed by Tenant or by the then owner of the leased term, and providing there is no default in the payment of rent or any other charges due Landlord hereunder.

22. NOTICES.

A. All notices to Tenant shall be sent by registered or certified mail addressed to Tenant at the address of the President of the Hockey Association. Tenant shall advise Landlord as to the name and address of its President on a periodic basis.

B. All notices to Landlord shall be sent by registered or certified mail addressed to Landlord at Reedsburg City Hall, 134 South Locust Street, PO Box 490, Reedsburg, Wisconsin 53959-0490.

C. All notices shall be deemed to have been given when deposited in the U.S. Mail in sealed envelopes with postage prepaid thereon.

23. MODIFICATION.

No modification of this lease shall be binding unless in writing and executed and acknowledged in due form for record. The words "Landlord"and "Tenant" wherever used herein shall be construed as plural wherever the number of parties to this lease so requires, and the necessary grammatical changes to make the provisions hereof apply either to corporations or to individuals, men or women, shall be assumed as though in each case fully expressed.

24. SUCCESSORS, ETC.

The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of March, 2000.

LANDLORD
CITY OF REEDSBURG,
a Wisconsin municipal corporation

By: _____
Carl H. Stolte, Mayor

By: _____
David R. Waffle, City Administrator

TENANT
REEDSBURG YOUTH HOCKEY ASSOCIATION, INC.
a Wisconsin non-profit corporation

By: _____ 1/1/00
, President

By: _____
, Secretary

Connect With Reedsburg

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** IV-E

To: Mayor, Ordinance Committee, and City Council
Prepared By: Matt Scott, Parks and Recreation Director
Through: Stephen P. Compton, City Administrator
Date of Meeting: January 22, 2018
Subject: **Park Impact Fee Needs Assessment and changes: Ordinance 1863-18**

BACKGROUND AND REQUEST

Back in August of 2017, the council approved monies for a park impact fee study to be done since one hasn't been done in the city for 14 years. Vierbicher was hired and has met with the Parks and Recreation Committee on three occasions. The study takes predicted city growth along with the cost of projects planned for the next 5 years and calculates what the proper impact fee should be to help community needs associated to growth. The study is a requirement if communities want to adjust the fee amount. The study found that Reedsburg for the most part, has ample park land and facilities already existing within the city of Reedsburg and will for the next five years which is the reason why no increase was warranted. The recommendation of the study was to keep the fee the same as in the past. A $400/unit fee was created for employee housing situations. Also, employee housing with 12 or more units are required to supply recreational facilities and an open space area.

Park Impact Fees are cash contributions, land contributions, interests in land, or any other items of value that are imposed on a developer by a political subdivision. Impact Fees can be used to recover costs to construct, expand, or improve public facilities. Cash contributions are given at the time when a building permit is given. What type of fee is sometimes determined in a developer's agreement and overrides any fee that is specified by ordinance.

ANALYSIS

A State law enacted in 1995 allows the City to charge Impact Fees for public improvements. State Statute requires the City to complete a needs assessment along with new ordinances regarding Impact Fee changes. Based on a needs assessment, updated Impact Fees will be proposed. In April 2003, Vierbicher Associates, Inc. prepared the last "Park Impact Fee Needs Assessment."

FINANCIAL IMPACT

No additional financial impact is anticipated due to results of the study.

STAFF RECOMMENDATION

The Park and Recreation Committee recommends approval.

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Motion to receive and file - Park Impact Fee Needs – Assessment.

Motion to approve/deny – Introduction and 1st Reading of Ordinance 1863-18 and setting a public hearing for 2/12/18.

Attachment

Vierbicher - Park Impact Fee Needs – Assessment, City of Reedsburg, Wisconsin

Ordinance 1863-18, Chapter 3: Impact Fees:

Calendar of Actions:

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018
2nd Reading at Council/Public Hearing:	February 12, 2018
Published, Enactment Date:	February 23, 2018

Park Impact Fee Needs Assessment
City of Reedsburg, Wisconsin

Prepared For:
City of Reedsburg
134 S. Locust Street
Reedsburg, WI 53959-0490

Prepared By:
Vierbicher
999 Fourier Drive Ste. 201
Madison, Wisconsin 53717

Prepared On:
November 29, 2017

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vierbicher
planners engineers advisors

SECTION 1: INTRODUCTION

Wisconsin municipalities have the power to impose fees park and recreation capital cost needed to serve new development. Under Wisconsin Statutes 66.0617, municipalities may adopt impact fees to pay for the proportionate share of facilities needed to serve new development. Under Wisconsin Statutes, a municipality may establish a park impact fee in an amount to meet all or part of the requirements for the construction, expansion, or improvements of public facilities needed to serve the development.

Overview/ Impetus for the Updated Study

The City of Reedsburg experienced steady and incremental growth since the last fee adoption. As a result, the City was able to construct a variety of neighborhood and community parks that help meet the needs of the community. In 2017, the City retained Vierbicher to update the needs assessment and establish a recommendation for future park impact. This report utilized existing municipal documents as baseline data and extrapolates future population projections to satisfy the requirements of Wisconsin State Statues Chapter 66.0617 and properly allocates cost for park and recreation facilities between existing development and new developments and is to be used as the bases for adopting the revised fee ordinance.

Furthermore, this study is intended to update the City of Reedsburg Park and Recreational Facilities Needs Assessment. The previous study was conducted in December 2002. This updated study will allow the City to implement new park and recreation impact fees to meet the needs of future residents and reflect the costs of those improvements. The timing of the study is appropriate to re-evaluate the City's park and recreation impact fees since the City's Comprehensive Outdoor Recreation Plan was updated in 2017. This document includes an analysis of demographic trends and an inventory of existing parks and future parks. This information along with proposed impact fee calculations will be used to determine the proposed impact fee per new dwelling unit.

Goals

- Properly sustain the City's natural amenities and outdoor recreation areas for current and future residents.
- Provide adequate numbers of parks, open spaces, and recreation facilities to meet the needs of the City's future and growing population.

Objectives

- Provide new parkland close to new development and implement the Comprehensive Outdoor Recreational Plan (CORP) to ensure the provision of parks and recreational facilities for new residents of all ages and abilities.
- Evaluate the costs associated with acquiring new parkland and the costs associated with implementing new equipment into new and existing parklands.
- Ensure the proposed park impact fee will be attainable and affordable for people purchasing a low-income home.

Authority to Impose Impact Fees Under Wisconsin Statutes

In 1993, Wisconsin Act 305 created Section §66.55 (now §66.0617) of the Wisconsin Statutes, which provides the authority for cities, villages and towns to impose impact fees on new development for recovering capital costs of public facilities. The statute specifies the type of facilities for which impact fees may be imposed and prescribes the procedural requirements for impact fee ordinances enacted by a municipality. According to the statutes: "A municipality may enact an ordinance under this section that imposes impact fees on developers to pay for the capital costs that are necessary to accommodate land development." Before amending the fees, the municipality must conduct a Park Facilities Needs Assessment to assess the needs of the community, and the possible costs associated with acquisition and construction of current or new parkland.

Any funds collected must be used with ten years. If the collected impact fees are not used within ten years, the municipality must either refund the fee or apply for a three year extension.

Eligible Facilities to Allocate Park Impact Fees

The impact fee statute allows the use of impact fees for a wide variety of public facilities projects. Public facilities do not include facilities owned by a school district. Park Impact fees may be used to pay for the proportionate share of capital costs of park and recreational facilities, which includes the following:

- Parks
- Playgrounds
- Land for athletic fields

Overview of Impact Fee Requirements

State Statutes - 66.0617 - requires the preparation of a needs assessment before an ordinance can be adopted that imposes impact fees on new development. The needs assessment must include the following:

1. An inventory of existing public facilities, including an identification of any existing deficiencies[1] in the quantity or quality of those public facilities for which it is anticipated that an impact fee may be imposed.

2. An identification of the new public facilities, or improvements or expansions of existing public facilities that will be required because of land development for which it is anticipated that impact fees may be imposed. This identification shall be based on explicitly identified service areas and service standards.

3. A detailed estimate of the capital costs of providing the new public facilities or the improvements or expansions in existing public facilities identified in No. 2, including an estimate of the effect of recovering these capital costs through impact fees on the availability of affordable housing within the political subdivision.

[1] "Deficiency" means the amount by which debt service required to be paid in a calendar year exceeds the amount of revenues estimated to be derived from the ownership and operation of the public improvement for the calendar year, after first subtracting from the estimated revenues the estimated cost of paying the expenses of operating and maintaining the public improvement for the calendar year.

Impact fees must meet the following standards:

1. Bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development.

2. May not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the political subdivision.

3. Are based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities.

4. Are reduced to compensate for other capital costs imposed by the political subdivision with respect to land development to provide or pay for public facilities, including special assessments, special charges, and dedications or fees in lieu of land dedications under ch. 236 or any other items of value.

5. Are reduced to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

6. May not include amounts necessary to address existing deficiencies in public facilities.

7. Must be payable by the developer to the political subdivision, either in full or in installment payments that are approved by the political subdivision, before a building permit may be issued or other required approval may be given by the political subdivision.

Process for Adopting or Amending an Impact Fee Ordinance

1. Prepare needs assessment;

2. Prepare new or revised ordinance;

3. Public review of needs assessment (20 days prior to public hearing);

4. Hold public hearing with a Class 1 Notice;

5. Adopt new or revised ordinance;

6. If newly established ordinance, create impact fee account; and

7. Implement and monitor account and projects.

SECTION 2: BACKGROUND INFORMATION

Demographic Trends and Population Projections

Population trends suggest current growth rates are lower compared to previous years. The population table (Table 1) below shows past figures from 1990 to 2010, preliminary estimates for 2017, and Department of Administration future projections from 2013. According to the population projections, the City is expected to grow 38% by 2040. However, trends show that the population change slowed to 5% since 2006, and only one percent since 2010. The slower growth results in fewer impact fees to help offset the costs of acquiring and improving lands for new facilities. Table 2 illustrates the reported recent year populations. Additionally, the Reedsburg School District recently completed a school population growth analysis. This analysis looked at grade cohorts in the district. The analysis was not comparable for this impact study, which is specific to the City of Reedsburg.

Table 1: Population Trends and Projections

1990 Census	2000 Census	2010 Census	2017 Preliminary Estimate	2020 Projection	2030 Projection	2040 Projection	% Change (1990 to 2000)	% Change (2000 to 2010)	% Change (2010 to 2017)	% Change (2017 - 2030)
5,834	7,827	9,200	9,285	10,500	12,080	12,800	34%	18%	1%	30%

Table 2: Population Estimates Time Series (2006 – 2016)

Final 1/1/2006 Estimate	Final 1/1/2007 Estimate	Final 1/1/2008 Estimate	Final 1/1/2009 Estimate	Final 1/1/2010 Estimate	2010 Census	Final 1/1/2011 Estimate	Final 1/1/2012 Estimate	Final 1/1/2013 Estimate	Final 1/1/2014 Estimate	Final 1/1/2015 Estimate	Final 1/1/2016 Estimate
8,883	9,028	9,118	9,153	9,167	9,200	9,190	9,259	9,298	9,301	9,327	9,303

Table 3 illustrates the DOA estimated household units from 1990 to 2010, and the future projections calculated in 2015. The Department of Administration has not yet released preliminary estimates for 2017.

Table 4 illustrates the average household size trends and projections. Available trends and projections show that the average household size is decreasing in the City. This means that the community continues to age as larger share of the community is empty nesters. It is important to note, the City is making an effort to retain and attract young professionals to the community. This could also contribute to the smaller average household size.

Table 3: Household Units Trends and Projections

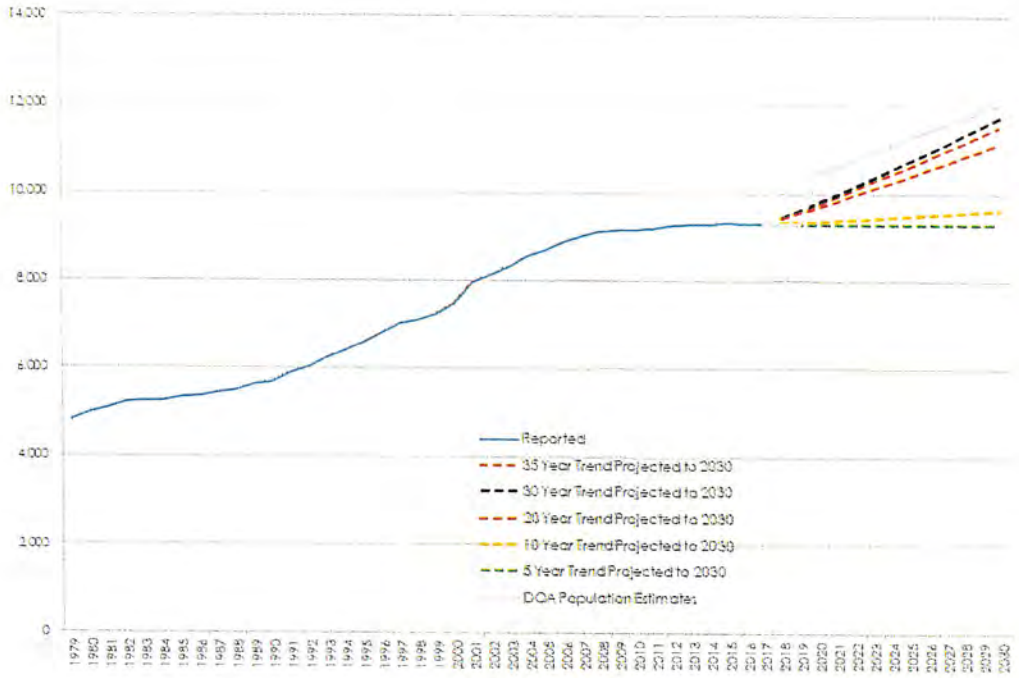
1990 Census	2000 Census	2010 Census	2015 ACS	2020 Projection	2030 Projection	2040 Projection	% Change (1990 to 2000)	% Change (2000 to 2010)	% Change (2010 to 2015)	% Change (2015 to 2030)
2,400	3,193	3,795	3,830	4,462	5,236	5,665	33%	19%	1%	37%

Table 4: Average Household Size Trends and Projections

1990 Census	2000 Census	2010 Census	2015 ACS	2020 Projection	2030 Projection	2040 Projection	% Change (1990 to 2000)	% Change (2000 to 2010)	% Change (2010 to 2015)	% Change (2015 to 2030)
2.43	2.45	2.41	2.45	2.34	2.29	2.24	1%	-2%	2%	-7%

Considering the recent population trends do not reflect the DOA projections, this analysis includes annual population growth trends for 5, 10, 20, 30, and 35 years (Figure 1). The blue line represents the reported trends. This analysis uses the 20 year trends to 2030 for calculations.

Figure 1: Total Population Growth Trends (Annual)



SECTION 3: OVERVIEW OF EXISTING PARKS

This analysis evaluates the existing parkland currently within the City of Reedsburg. For the purpose of this analysis, school property and parochial school parks were not included. School property is used for outdoor recreation as well, but first priority is given to the school if there are conflicts. Table 5 lists the existing acreage of parks within the City of Reedsburg per 1,000 people based on the 2017 Department of Administration estimated population (9,285). New development should not be required to pay for existing facilities or to correct deficiencies in existing facilities. Therefore, the needs assessment must provide an inventory of existing facilities and deficiencies in the quantity or quality of those facilities.

Parkland

The National Recreation and Park Association (NRPA) recommend approximately 10 acres of parkland per 1,000 residents. The City of Reedsburg is well above the national standard.

Parks

The following pages provide an inventory of existing public facilities identifies deficiencies in quantity and describes facility standards. Park facilities are categorized according to the area served and function. The City of Reedsburg uses the following categories:

Community Park

A major park facility serving all City residents and residents of adjacent townships. Service area is a 20-minute drive - at 25 mph this translates into an 8.2-mile service radius. Reedsburg has excellent community parks - adequate to meet the growth needs of the City for the next 20 years.

Neighborhood Park

A park facility that serves a sub-area of the City. Service area is approximately 1/2 mile radius. Neighborhood parks typically have playground equipment and recreational activity areas such as basketball courts, softball fields or walking trails. Reedsburg's system of neighborhood parks adequately serves most residents of the City - with the exception of a new residential area on the east edge of the City and a small area on the southwest side of the City. See Neighborhood Parks Service Area Map.

Neighborhood Playground Park

In Reedsburg, the Neighborhood Parks are served with playground equipment so there is no need for separate Neighborhood Playground Parks.

Totlot

A small park within easy access of residential areas designed specifically for pre-school children. Typically serves children within a 1 to 4 block radius - or approximately 1/4 mile. Most of the neighborhood parks in Reedsburg are equipped with some playground equipment designed for pre-school children. Although neighborhood parks are well dispersed throughout the City, the 1/4 mile service standard for tot lots creates deficiencies for some parts of the City - see Totlot Service Area map. However, residential areas with large lots do not require special tot lots.

Table 5 on the next page details the existing parks with the City of Reedsburg.

Table 5: Existing Parks

Community Parks (Map ID)	Total Acres	Acres Per 1,000 Persons
Nishan Park (C1)	47.91	5.16
Webb Park (C2)	29.30	3.16
Neighborhood Parks (Map ID)	**Total Acres**	**Acres Per 1,000 Persons**
Anna Stone Park (N1)	1.5	0.16
City Park (N2)	2.5	0.27
Huntington Park (N3)	2.00	0.22
North Park (N4)	7.00	0.75
Oak Park (N5)	4.10	0.44
Ramsey Park (N6)	1.34	0.14
Eastridge Park (N7)	0.71	0.08
Sorom Park (N8)	1.91	0.21
Tot Lots (Map ID)	**Total Acres**	**Acres Per 1,000 Persons**
Ernstmeyer Park (T1)	0.22	0.02
Roloff Park (T2)	0.33	0.04
Special Area Facilities (Map ID)	**Total Acres**	**Acres Per 1,000 Persons**
Boat Landing/Camping	2.60	0.28
Dog Park (S2)	29.80	3.21
Haycreek Nature Area (S3)	43.01	4.63
The Popple Nature Area (S4)	83.74	9.02
Skate Park (S5)	0.42	0.05
The Smith Conservancy (S6)	34.55	3.72
South Park (S7)	14.24	1.53
Monument Park (S8)	13.28	1.43
Harvest Park (S9)	1.76	0.19
Plenkes Pond (Granite Ave Rec Area) (S10)	8.37	0.90
Total	330.59	35.60

SECTION 4: DEMAND PROJECTIONS

An important element of determining appropriate impact fees is projecting the amount of future development that will occur in the service area during the selected planning period. These projections are important for planning the facilities needed to serve new development as well as calculating the proportionate cost of facilities per unit of development.

Assumptions

Planning Period: The planning period for this study is approximately 15 years, from 2018-2033.
Future Population: The calculations used the 20-year average using population trends.

Deficiencies: Deficiencies in quantity are determined by comparing the facilities available to serve the population base to the National Parks and Recreation Association (NRPA) standards. The City of Reedsburg has an adopted Comprehensive Outdoor Recreation Plan that identifies standards for the quantity of park facilities. Table 6 illustrates the existing units in Reedsburg, the quantity per 1,000 Reedsburg population, the NRPA standard per 1,000 population, and the deficiency or surplus of the facility type along with the projected units needed and the projected units deficiency or surplus by 2030. According to the NRPA standards, Reedsburg currently has deficiencies in Tennis Court and handball. By 2030 if Reedsburg keeps the same number of facility units, then Reedsburg will have deficiencies in softball fields, sand volleyball, tennis courts, handball, and swimming pool capacity.

Table 6: Facilities Deficiency and Surplus Inventory

Facility Type	Existing Units	Existing Units Per 1,000	NRPA Standard Per 1,000	Existing Units Deficiency/Surplus	Projected Units Per 1,000	2030 Projected Units Deficiency/Surplus
Softball Fields	2	0.22	0.20	0.02	0.18	-0.02
Baseball	6	0.65	0.33	0.32	0.54	0.21
Basketball	5.5	0.59	0.20	0.39	0.49	0.29
Playground	12	1.29	0.50	0.79	1.08	0.58
Shelter	16	1.72	0.50	1.22	1.44	0.94
Sand Volleyball	2	0.22	0.20	0.02	0.18	-0.15
Tennis Courts	2	0.22	0.50	-0.28	0.18	-0.32
Handball	0	0.00	0.05	-0.05	0.00	-0.05
Swimming Pool	1	0.11	0.10	0.01	0.09	-0.01
Skating	2	0.22	0.10	0.12	0.18	0.08

Park Development Costs

Collecting land and funds for future parkland acquisition and construction is critical for the provision of outdoor recreation facilities for future residents. Table 7 presents the planned activities for the next five years identified in the 2017-2021 Comprehensive Outdoor Recreation Plan. At this time, the planned activities do not include installing new parks however, there are plans to purchase land in the Bindle Subdivision for a future park.

Table 7: 2017-2021 Comprehensive Outdoor Recreation Plan Planned Activities

Park	Activity	2017	2018	2019	2020	2021
Huntington Park (N3)	Replace Playground Equipment	$35,000				
Nishan Park (C1)	Concession Stand Improvements	$75,000	$15,000			
	Basketball Court (Full)		$10,000			
Oak Park (N5)	Replace Restrooms			$100,000		
	Resurface and Paint Tennis Courts				$50,000	
Popple Nature Area (S4)	Widen Trail		$5,000			
South Park (S7)	Pond Improvements					$10,000
Webb Park (C2)	Pond Improvements & Fishing Pier				$35,000	
Sorom Park (N8)	Improve Restrooms					$10,000
Bindl Park	Purchase Land in Bindl Subdivision					$35,000
Swimming Pool	Replace Drop Slide			$12,000		
Year Totals		$110,000	$30,000	$112,000	$85,000	$55,000
Grand Total						$392,000

SECTION 5: ANALYSIS AND RECOMMENDED IMPACT FEE

Projections for Future Parks and Recreation Facilities

This section contains detail capital costs associated with providing new park and recreational facilities. This information is intended to help the City of Reedsburg with budgeting and planning future parks.

Table 8 illustrates the facility standards for the size of parks by type. The service area of a Community Park is 8.2 miles; the national planning standard is 6.5 acres/1,000 people. The average size of the community parks in Reedsburg is 38.71 acres. The acres need to meet the national planning standard is 60.35. Reedsburg has 77.21 acres. Therefore, Reedsburg does not need additional acreage for community parks to meet the existing population. However, as can be seen in the park service area maps, all neighborhood park locations are concentrated in the southern half of the City leaving a spatially underserved area for neighborhood parks. If the population grows to the 20-year projection of 11,111.63, then according to national standards, two tot lots at .5 acres each will need to be added to accommodate the additional population. Reedsburg has a sufficient amount of Neighborhood Parks. However, Reedsburg lacks the sufficient amount of tot lots. The tot lot service area map and neighborhood park map illustrates the potential locations for the tot lots. The areas not covered by the park services are consistent with the future development areas, where tot lots should be developed.

Table 8: Facility Standards

	Community Parks	Neighborhood Parks	Tot lots	Total
Service Area (miles)	8.2	0.5	0.25	-
National Planning Standard (acres/1000 population)	6.5	1.5	0.2	-
Average Size Standard for New Parks	35	2	0.5	-
Local Planning Standard	38.71	2.63	0.28	-
Acres Needed to Meet Needs of Current Population	60.35	13.92	4.64	78.91
Existing Acres of Parklands	77.21	21.06	0.55	98.82
Parks Needed to Meet Current Population Distribution	0	0	3	3
Projected 2030 Need for Parks to Serve Projected Population (Acres)	72.23	16.67	5.55	94.45
Projected 2030 Need for Parks to Serve Projected Population	0	1	2	3
Acres Needed to Meet Development Need	-4.98	-4.39	5	-4.37
% Utilization by New Development (2030)	30%	80%	100%	

Every new park should be outfitted with new playground equipment/other recreation facilities. Additionally, as indicated in table 6, if the population grows, there are five deficient facilities that the City will need to provide. Table 9 illustrates the estimated costs associated with purchasing and developing the land along with the facilities for those parks. Table 10 shows the estimated costs to meet development need.

Table 9: Park Development Costs

Activity	Standard Per Acre	Standard per 1,000 pop.	Unit Cost per Acre
Land Acquisition per Acre			$35,000
Site Preparation per Acre			$6,000
Landscaping per Acre			$15,000
Shelters	0.5	1.5	$25,000
Restroom Facilities			$50,000
Picnic Facilities (tables, grills, etc.)	2		$8,000
Park Furniture (lights, benches, etc.)	2		$30,000
Playground	0.5		$35,000
Trails per Acre ($12/l.f., 250' per acre	250		$5,000
Parking per Acre $7,500/stall, 4	4		$35,000
Baseball Fields		0.29	$125,000
Softball Fields		0.2	$125,000
Skating Rink		0.01	$1,500
Soccer Fields		0.1	$5,000
Tennis Courts		0.5	$60,000
Basketball Courts		0.2	$10,000
Swimming Pool		0.1	$2,800,000
Volleyball Courts		0.2	$8,000
Handball Courts		0.05	$10,000

Table 10: Estimated Costs to Meet Development Need

Estimated Costs to Meet Development Need	Community Park	Neighborhood Park	Tot lots	Total
Land Acquisition	-	$70,000	$35,000	$105,000
Site Preparation	-	$12,000	$6,000	$18,000
Landscaping	-	$30,000	$15,000	$45,000
Shelters	-	$50,000	-	-
Restroom Facilities	-	$100,000	-	-
Picnic Facilities (tables, grills, etc.)	-	$16,000	$8,000	$24,000
Park Furniture (lights, benches, etc.)	-	$60,000	$30,000	$90,000
Playground	-	$70,000	$35,000	$105,000
Trails	-	$10,000	-	$10,000
Parking per Acre	-	$70,000	$35,000	$105,000
Baseball Fields	-	$0	-	-
Softball Fields	$125,000	$0	-	$125,000
Skating Rink	-	$0	-	-
Soccer Fields	-	$0	-	-
Tennis Courts	$60,000	$0	-	$60,000
Basketball Courts	-	$0	-	-
Swimming Pool	-	$0	-	$0
Volleyball Courts	$8,000	$0	-	$8,000
Handball Courts	$10,000	0	-	$10,000
Estimated Future Inflation Costs (4-year)	$4,000	$8,000	$3,000	$15,000
Total Cost	$207,000	$496,000	$167,000	$870,000

Total Impact Fee Calculation

Impact fees, in Reedsburg, should be imposed on each new dwelling unit. According to the 20-year projections, there will be 980 additional units by 2030. The calculations include the estimated amount for each park type and their projected developments. The City of Reedsburg is currently over-served by the current quantity of parks and consequently reducing the "need" for future parks. After conversations with the Park Committee, we observed the size of newer parks steadily decreased from the very active and popular parks in the older areas of the City that were created decades ago. Also, the location of neighborhood parks are concentrated in the southern half of the City. Therefore, the newer subdivisions are located further away from higher quality and larger sized neighborhood parks.

It is our recommendation based on discussions with the Parks & Recreation Committee and observations of the size and location of the current neighborhood parks that the current fees remain relatively stable. Without keeping the fee the same, the City will eventually use up the current positive balance and will eventually place a larger burden on taxpayers to implement new parks in the future. Also keeping a relatively stable fee in place will enable the City to create new parks in new subdivisions that are of a more optimal size.

Therefore to keep the current positive balance, it is recommended that the City should assume a "net zero" starting balance and therefore build an additional neighborhood park for the approximately 1,000 project new housing units (1,000 housing units per neighborhood park). By developing a new neighborhood park, this allows the City to consistently and adequately provide the same level of recreational service. Table 10 illustrates the estimated costs for a new two-acre neighborhood park, a Community Park and Tot Lots. Table 11 provides the park impact fee including the new neighborhood park. The total park impact fee is $795.92.

During the Park Impact Fee update, the Parks & Recreation Committee discussed varying impact fees for seasonal housing. There are a number of jurisdictions that assess park impact fees on transient, seasonal, and tourist-oriented lodging facilities, but these are mainly for areas that attract tourists.

Additionally, the City of Reedsburg Zoning Code defines employee housing as "A dwelling or lodging unit with overall living accommodations for persons who are employed at the onsite or connecting business. Employee housing is permitted as a conditional use in I-zoning districts, subject to the following standards...5. That the development of more than twelve (12) units shall require the inclusion of recreation facilities and open space. Examples may include children's play equipment, basketball, or horseshoes. Therefore, employee housing development, with more than twelve units that include recreation facilities and open space, can have a reduced park impact fee considering the inclusion of recreation facilities in the development. Employee housing development with less than twelve units will need to assess the park impact fee.

Table 11: Park Impact Fee Calculation

	Community Park	Neighborhood Park	Tot lots	Total
Cost to Meet Development Needs	$207,000	$496,000	$167,000	$870,000
Credit for Grants/Corporation Funding	$50,000	$25,000	$15,000	$90,000
Cost assigned to New Development	$157,000	$471,000	$152,000	$780,000
Impact Fee per New Unit	$160.20	$480.61	$155.10	$795.92

SECTION 6: Impact on Low Income Housing

Wisconsin state statutes require the estimation of the effect of imposing an impact fee on affordable housing within the community. It is important to take current affordable housing options into consideration when assessing the ability to implement a park impact fee.

In compliance with state law, Table 12 shows the estimated costs of average mortgage in Reedsburg with and without the proposed park impact fee applied. The increase in monthly mortgage payments due to the imposition of the park fee is $27 per year. Therefore, using the assumptions for a home in Reedsburg, this study finds that the park impact fee requirements will have minimal effect on the provision of affordable housing in Reedsburg.

Table 12: Impact on Low Income Housing

Median Housing Value	$123,000	2015 ACS
Annual Cost of Housing		
Annual Mortgage Payment	$7,920	30 years 5%
Estimate of Property Taxes	$2,879	2017 Tax Rate
Estimate of Insurance	$430	
Total Principal, Interest, Taxes, and Insurance	$11,229	
Median Household Income	$46,833	2015 ACS
Mortgage Payment as Percent of Income	24%	$13,125/$46,833
Added to Annual Mortgage for Impact Fees	$27	$796/30 years
Annual Housing Cost with Fees	$11,256	$11,229 + 27
Percent increase in Annual Payment	0.24%	
Payment + Fees Percent of Income	24%	
Increase in Percent of Income for Housing	0.00%	

ORDINANCE NO. 1863-18
(Amendment of Park Impact Fees)

The City of Reedsburg, Sauk County, Wisconsin does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to amend the current Park Impact Fee structure.

SECTION II: PROVISION AMENDED.

City of Reedsburg Code Section 3.10 Impact Fees for Capital Projects is hereby amended by this Ordinance.

(5) Impact Fees for Park Facilities

(A) Impact fees for park facilities imposed pursuant to this ordinance shall be due and payable at the time of issuance of a building permit for new construction of a residential dwelling.

(B) Impact fee for dwelling units shall be $800 for a single unit. For employee housing development with more than twelve (12) units, the fee can be reduced to $400 pending the inclusion of recreation facilities and open space is required for these developments. ~~and$800 for the first unit and$600 for each additional unit if the building permit is for two or a greater number of dwelling units.~~

(6) Payment of Impact Fees

(A) All required impact fees shall be paid in full by separate check at the time of issuance of a building permit with a new water meter or change in water meter size and/or a new dwelling unit. Impact fee payments shall be assumed to be the responsibility of the owner of record at the time of building permit issuance.

(7) Needs Assessment

(A) The basis for the imposition of impact fees is the Park Facilities Needs Assessment Report and its attachments as outlined in the needs assessment prepared by the Vierbicher in November 2017 ~~Associates~~ and the Water System Report on Impact Fees prepared by Virchow, Krause & Company, LLP in November 2001, both of which are on file in the office of the City Clerk of the City of Reedsburg. Park impact fees shall be used generally for parks, playgrounds, and land for athletic fields. ~~fencing, back stops, parks, park shelters, picnic tables, bleachers, restrooms, concession stands, bike and walking paths, boat ramps, playground equipment and related public improvements of parks.~~ Water impact fees shall be used for water towers, reservoirs, pump stations, wells and equipment, lift stations, water mains and related public improvement of the Water Utility. (Rev. 3-10-08)

(8) Use of Impact Fees

(A) Funds collected from impact fees shall be used solely for the purpose of paying the proportionate costs of providing public facilities that may become necessary due to land development. These costs may include the costs of debt service on bonds or similar debt instruments when the debt has been incurred for the purpose of proceeding with designated public facilities projects prior to the collection of all anticipated impact fees for that project, to reimburse the City or Utility for advances of other funds or reserves, and such other purposes consistent with Wis. Stat. sec. 66.0617 which are recorded and approved by the Common Council.

(B) The City may issue bonds, revenue certificates, and other obligations of indebtedness in such manner and subject to such limitations as may be provided by law in furtherance of the provision of capital improvement projects. Funds pledged toward retirement of bonds, revenue certificates, or other obligations of indebtedness for such projects may include impact fees and other City revenues as may be allowed by the Council. Impact

fees paid pursuant to this ordinance, however, shall be restricted to use solely and exclusively for financing directly or as a pledge against bonds, revenue certificates, and other obligations of indebtedness for the cost of capital improvements as specified herein.

(C) These impact fees shall be collected until the capital costs associated with the projects specified in the Park Facilities Needs Assessment Report or the Water System Report on Impact Fees, as amended from time to time, have been incurred and satisfied unless such time period exceeds fifteen (15) years beyond projected commencement of projects or twenty (20) years beyond projected satisfaction of indebtedness of the specified projects for which these impact fees are imposed.

(9) Refunds of Fees (Rev. 3-10-08)

(A) With regard to impact fees collected after April 10, 2006, that are collected by the City within seven (7) years of the effective date of this ordinance, but are not used within ten (10)years after the effective date of this ordinance to pay capital costs for which they were imposed, shall be refunded to the current owner of the property with respect to which the impact fees were imposed along with any interest that has accumulated thereon.

(B) The ten (10) year time limit for using impact fees may be extended for three (3) years if the City adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the ten (10) year limit, it needs an additional three (3) years to use the impact fees that were collected. The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this paragraph.

(C) An impact fee that was collected before January 1, 2003, must be used for the purpose for which it was imposed not later than December 31, 2012. Any such fee that is not used by the date shall be refunded to the current property owner of the property with respect to which the impact fee was imposed, along with any interest, which has accumulated.

(D) An impact fee that is collected after December 31, 2002, and before April 11, 2006, must be used for the purpose for which it was imposed not later than the first day of the 120th month beginning after the date on which the fee was collected. Any such fee that is not used by that date shall be refunded to the current owner of the property with respect to which the impact fee was imposed, along with any interest that has accumulated.

(E) With regard to an impact fee that is collected after April 10, 2006, and is collected more than seven (7) years after the effective date of the ordinance, such impact fees shall be used within a reasonable period of time after they are collected to pay the capital costs for which they were imposed, or they shall be refunded to the current owner of the property with respect to which the impact fees were imposed, along with any interest that has accumulated.

(F) The current owner of property on which an impact fee has been paid may apply for a refund of such fee if: (a) the building permit for which the impact fee has been paid has lapsed for non-commencement of construction, or (b) the project for which a building permit has been issued has been altered resulting in a decrease in the amount of the impact fee due.

(G) A petition for refund must be filed within one (1) year of the event giving rise to the right to claim a refund.

(H) The petition for refund must be submitted to the City for a park facilities impact fee refund and or the Reedsburg Utility Commission for a water utilities impact fee refund.

(I) Within one month of the date of receipt of a petition for refund, the City or the Utility Commission must provide the petitioner, in writing, with a decision on the refund request including the reasons for the decision. If a refund is due petitioner, the refund shall be paid at the time of notifying the petitioner of the decision.

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 3.

Dated this 12th day of February, 2018

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	January 22, 2018
Public Hearing Noticed:	February 1, 2018
2nd Reading at Council/Public Hearing:	February 12, 2018
Published, Enactment Date:	February 23, 2018

Section 7: Implementation and Administration

This plan is subject to the rights of private property owners and will only be applied to individuals wishing to add or make changes to the property owner's dwelling units. The City should amend its current ordinance to reflect the recommendations in this study and should continue to use the development review process to secure parklands as development continues.

Impact fees must be collected at the time building permits are issued. Collected fees are placed in a separate interest-bearing account and must be used within ten years for the capital improvement initially specified[2]. The impact fees pay for capital costs of public facilities but do not cover operation or maintenance costs. To accomplish the implementation, the Park and Recreation Director should work with the City Planner, Building Inspector/Zoning Administrator, and the City Clerk-Treasurer to make sure the park impact fee process is set up appropriately.

When a new park facility is identified in the growth areas for new development (refer to the Service Area maps) or when a new facility is built to support the new development, then the park impact fee should be used to pay for the capital improvement (new park/facility). Each year during the budget process, the Parks & Recreation Committee should review the 5-year capital improvement plan to identify if new parks or facilities will be built to serve the growth areas. When the parks/facilities are built, the collected impact fees should be used to pay for a portion of the new park/facility.

[2] On December 15, 2017, Developer's Bill (Senate Bill 640) was introduced and put on a fast track schedule that changes the time limits on using impact fees from 10 years to eight years. The City will need to know the outcome of this bill before updating the Park Impact Fee section of the Finance and Taxation Chapter 3 of Municipal Ordinances.