

**LEGISLATIVE/LICENSING COMMITTEE MEETING**

**Monday, October 12, 2020 at 4:30 p.m.  
Caledonia Village Hall – 5043 Chester Lane**

**THIS WILL NOT BE AN IN-PERSON MEETING**

**AUDIO & VIDEO CONFERENCE VIA ZOOM**

**ACCESS VIA DIAL-IN NUMBER IS: 1-(312) 626-6799; ACCESS CODE IS: 884 5317 2612 OR  
ACCESS VIA ONE-TOUCH TELEPHONE IS: tel: +13126266799,, 88453172612# OR  
ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/88453172612>**

1. Call to Order
2. Approval of Minutes
3. Title 5 Public Safety, Sec. 5-2-2(a) Adoption of State and National Codes
4. Third Party Inspections and Reporting Systems – Brycer, LLC
5. Concrete Driveways in Non-Curb and Gutter Areas (Tom L.)
6. Discussion on the role of the CDA and Review Resolution 2006-07
7. Adjournment

Dated October 9, 2020

Karie Pope  
Village Clerk

Only committee members are expected to attend. However, attendance by all Board members (including non-members of the committee) is permitted. If additional (non-committee) Board members attend, three or more Board members may be in attendance. Section 19.82(2), Wisconsin Statutes, states as follows:

If one-half or more of the members of a governmental body are present, the meeting is rebuttably presumed to be for the purposes of exercising the responsibilities, authority, power or duties delegated to or vested in the body.

To the extent that three or more members of the Caledonia Village Board actually attend, this meeting may be rebuttably presumed to be a “meeting” within the meaning of Wisconsin’s open meeting law. Nevertheless, only the committee’s agenda will be discussed. Only committee members will vote. Board members who attend the committee meeting do so for the purpose of gathering information and possible discussion regarding the agenda. No votes or other action will be taken by the Village Board at this meeting.

**LEGISLATIVE/LICENSING COMMITTEE MEETING  
CALEDONIA VILLAGE HALL  
5043 CHESTER LANE, RACINE, WI 53402  
Monday August 10, 2020**

**1. Call to Order**

Trustee Wanggaard called the meeting to order at 4:31 p.m. In attendance were:

**Committee Members:** Trustee Wanggaard and Trustee Stillman (sat in for Trustee Prott). Also present were Trustee Wishau and Trustee Weatherston.

**Absent:** Trustee Prott was excused.

**Staff/Others Present:** Caledonia Administrator Tom Christensen, Finance Director Kathy Kasper, and Public Works Director Tom Lazcano.

**2. Approval of minutes**

Trustee Stillman motioned to approve the minutes as printed from July 13, 2020. Trustee Wanggaard seconded. Motion carried unanimously.

**3. CSM Ordinance Update for Flag Lots and Length to Width Ratio Waivers**

Lazcano explained that the Planning Commission requested modifications to the Land Division Regulations regarding Flag Lots and Length to Width ratio requirements. Currently, the Ordinance states Flag Lots are not allowed and puts a maximum Length to Width ratio at 2.5:1 for all properties, with no exceptions. These rules work well for most cases, however, there are times when a lot cannot meet one of these requirements but can meet all other requirements and in those instances, waivers were given. Some Commissioners feel waivers are warranted but the Ordinance is very rigid, so they do not vote for waivers, even if they support them. The Commissioners recommended modifying the Ordinance to allow for waivers in certain instances and with the recommendation of staff. The Public Works Director and Planning Director have come up with changes that would allow Flag Lots to exceed the maximum length to width ratio, under certain circumstances. These changes will allow Commissioners to vote on waivers that meet certain criteria as outline in the proposed changes.

Motion by Trustee Stillman to approve the CSM Ordinance Update for Flag Lots and Length to Width Ratio Waivers. Trustee Wanggaard seconded. Motion carried unanimously.

**4. Review and Discussion of Procurement Policy**

Kasper explained that this policy is proposed to further clarify section 2-4-25 Expenditure Policy and to implement procedures in preparation of the new financial record keeping software. This policy will affect all departments and entities that receive funds from the Village (except for the Racine County Health Department). She further explained the procedure from the initiation point to the approval and payment phase. There are different approval and payment procedures required by this policy that are

determined by the cost of the proposed purchased. This may be adjusted when the purchase order system is implemented.

Motion by Trustee Stillman to approve the Procurement Policy. Trustee Wanggaard seconded. Motion carried unanimously.

**5. Adjournment**

There being no further business, Motion by Trustee Stillman to adjourn the meeting at 4:56 p.m. Trustee Wanggaard seconded. Motion carried unanimously.

Respectfully submitted,

Joslyn Hoeffert  
Deputy Village Clerk

**ORDINANCE NO. 3515  
AN ORDINANCE AMENDING CHAPTER 5,  
FIRE PROTECTION CODE**

WHEREAS, the City of Fond du Lac Fire Department desire to make an amendment to the Fond du Lac Fire Prevention Code to require all inspection reports to be provided through a third party inspection reporting system, Brycer LLC.

The City Council of the City of Fond du Lac do ordain as follows:

**Section 1.** Chapter 5, Section 5.21(4)(c) of the Municipal Code is hereby amended, with the following to be added:

(c) Records of all system inspections, tests and maintenance required by the applicable standards shall be maintained on the premise for a minimum of three year and shall be submitted to the bureau of fire prevention in the manner prescribed by the Fire Prevention Bureau Chief.

**Section 2.** Any person violating the provisions of this Ordinance shall be subject to the penalty provided by the penalty section of the Traffic Code.

**Section 3.** The appropriate City officials are hereby authorized and directed to take such action as is necessary to effectuate the terms of this Ordinance.

**Section 4.** All other ordinances and resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 5.** This Ordinance shall take effect and be in force upon its passage and publication as provided by law.

**ADOPTED: April 10,2013**

Rob Vande Zande, President Fond du Lac City Council

Attest: Sue L. Strands, City Clerk

**ORDINANCE # 15-12**

**AN ORDINANCE TO AMEND CHAPTER THIRTEEN OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED "BUILDING CODE."**

THE COMMON COUNCIL OF THE CITY OF WAUPUN ORDAINS:

SECTION 1: Subsection (4) of Section 13.01 of the Municipal Code of the City of Waupun entitled "CODES ADOPTED BY REFERENCE" is repealed and recreated to provide as follows:

(4) All applicable provisions of the Wisconsin Administrative Code, together with any future amendments, revisions or modifications, are adopted here by reference, including without limitation, Safety & Professional Services (SPS) 301-388, inclusive. However, any provisions relating to any penalty to be imposed under such Administrative Code provisions are not adopted here, but shall be governed by Section 18.04 of this Municipal Code.

SECTION 2: Section 13.02 of the Municipal Code of the City of Waupun entitled "FEES AND RECORDS" is repealed and recreated to provide as follows:

13.02. FEES AND RECORDS.

(1) The appropriate building permit shall be obtained and the appropriate fee paid to the Building Inspector prior to commencement of any activity for which such permit is required. Building permit fees shall be periodically established by resolution of the Common Council, and a schedule of all such fees shall be maintained by the Building Inspector and shall be available for public inspection.

(2) The property owner is primarily responsible for obtaining the necessary permit before work commences.

(3) Any building permit issued shall be valid until one year from its date of issuance, excepting for a permit for a one-family or 2-family home which will be valid for 2 years from its date of issuance.

SECTION 3: Section 13.08 of the Municipal Code of the City of Waupun entitled "POWERS AND DUTIES OF BUILDING INSPECTOR" is repealed and recreated to provide as follows:

13.08. POWERS AND DUTIES OF CODE ENFORCEMENT OFFICERS. The Building Inspector, Police and other Code Enforcement Officials shall have the power and it shall be their duty to enforce the provisions of this chapter, all other ordinances of the City and all laws and orders of the State which relate to building construction, and for these purposes, they shall have the right at all reasonable times to enter buildings and premises.

SECTION 4: Section 13.45 of the Municipal Code of the City of Waupun entitled "MINIMUM STANDARDS FOR EQUIPMENT AND FACILITIES" is amended to add the following subsections:

(8) Smoke alarms and carbon monoxide alarms in one- two and multi-family dwellings. Except as otherwise specifically provided in this Chapter, the provisions of Ch. SPS 328 and 101.645 (smoke detectors) and 101.647 (carbon monoxide detectors), of the Wisconsin Administrative Code, as amended, are adopted by reference and made part of this Chapter as if fully set forth here. Any act required to be performed or prohibited by any provision of the Wisconsin Administrative Code incorporated here is required or prohibited by this Subsection. Any future amendments, revisions or modifications of the Wisconsin Administrative Code incorporated here are intended to be incorporated as part of this Chapter. When any of the provisions incorporated here is deemed inconsistent with another portion of this Code dealing with smoke alarms and carbon monoxide alarms, the provision that is the most restrictive in its application shall apply.

(9) All private fire service mains and their appurtenances, sprinkler systems, fire alarm systems, kitchen hoods or any grease producing appliances shall be maintained and tested in accordance with the current adopted Wisconsin Administrative Codes and Regulations and with the current adopted National Fire Protection Association Codes and Standards.

(10) Records of all inspections, tests and maintenance required under the applicable standards of this Chapter shall be filed with the Waupun Fire Chief or his or her designee within thirty (30) days of completion by the service provider performing the inspection, test or maintenance and shall be retained on the premises for a minimum of three (3) years thereafter. The Waupun Fire Chief may determine the method of format and delivery, whether by means of an electronic reporting system or otherwise, that the service provider shall use in filing all required inspections, tests and maintenance.

SECTION 5: Section 13.47 of the Municipal Code of the City of Waupun entitled "Requirements for Maintenance" is amended to repeal and recreate subsections (5) and (6) as follows:

(5) DISCONTINUANCE OF SERVICE. No owner and or occupants or operator shall cause any required service, facility, equipment or utility to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as may be necessary while actual repairs or alterations are in progress or during a temporary emergency.

(6) CLEANLINESS.

(a) Every dwelling unit shall be kept free of any accumulation by all owners and occupants of rubbish, trash, debris or other matter that creates a health, safety or fire hazard.

(b) The exterior of every structure or accessory structure, residential and nonresidential, shall be maintained by the owner and or occupants or person authorized to use the same in good repair and all surfaces thereof shall be kept painted or covered with exterior siding material intended for that use by the manufacturer for purposes of preservation and appearance. The same shall be maintained by the owner, occupant or person authorized to use same, free of broken or missing siding, loose shingles, crumbling

stone or brick, excessive peeling paint or other conditions reflective of deterioration or inadequate maintenance.

(c) Any junk, household furnishings, refuse or trash including, but not limited to, wood, bricks, broken concrete, cinder block, inoperable motor vehicles as specified in Section 9.02(5) of this Municipal Code, inoperable machinery or parts thereof, refrigerators, furnaces, washing machines or dryers, stoves or other unsightly debris, such as may tend to depreciate property values in the area or create a nuisance or hazard, shall not be allowed on any property by the owner or occupant thereof, or the public right of way immediately adjacent to real estate which he or she owns, occupies or controls, except when such materials are properly housed inside and out of public view. Lots in residentially developed areas shall be kept free by the owner and/or person authorized to use same of mounds of dirt, soil, rubble and any other material or conditions which might hinder maintenance of the property, except that soil used for landscaping shall be leveled and such areas seeded for grass within thirty (30) days of the date of delivery of the soil.

(d) Lots in residentially developed areas shall be kept free by the owner and any occupants and/or persons authorized to use same of dirt piles, rubble and any other material or conditions which might hinder maintenance of the property, except that dirt piles used for landscaping shall be leveled and such areas seeded for grass within 30 days of the date of delivery of the dirt.

(e) No person shall store outdoors, nor shall any person permit or allow the outside storage of firewood on any property used or zoned for residential use, except as permitted in this paragraph. Firewood shall not be stored in the front yard of such property or within the setback, except that firewood may be temporarily stored for a period not to exceed 14 days from date of delivery to the property. All firewood shall be stacked neatly and in stable condition above grade to provide drainage and no closer than 1 foot to any lot line and no



higher than 5 feet above grade, except when adjacent to a fence where firewood shall be stacked no higher than the uppermost horizontal portion of the fence or when stacked under a roof. No person shall permit the infestation of mice, rats or other rodents or insects in, under or near the stack. No person shall allow any brush, debris or refuse from the processing of firewood to remain anywhere on the property. Not more than 10% of the side yards and rear yard combined may be used for the storage of firewood at any one time.

SECTION 6: Section 13.48 of the Municipal Code of the City of Waupun entitled "CONDITIONS OF OCCUPANCY OF DWELLING AND DWELLING UNITS" is amended to repeal and recreate subsection (2) as follows:

(2) HABITABLE ROOM AREA. Floor area shall be calculated on the basis of habitable room area. However, closet area and hall area within the dwelling unit, where provided, may count for not more than 10% of the required habitable floor area.

SECTION 7: Section 13.49 of the Municipal Code of the City of Waupun entitled "RESPONSIBILITIES OF OWNERS AND OCCUPANTS" is amended to repeal and recreate subsections (1) and (2) as follows:

(1) RESPONSIBILITIES OF OWNER. Every owner of a dwelling shall be responsible for maintaining all communal, shared or public areas of the dwelling and premises in a safe and clean condition, including without limitation maintenance of the minimum standards for equipment and facilities identified in 13.45(8) and (9) of this Code.

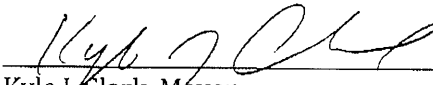
(2) RESPONSIBILITIES OF OTHERS. Every occupant of a dwelling shall be responsible for maintaining that part of the dwelling, dwelling unit and yard which he or she occupies and controls in a safe and clean condition, including without limitation maintenance of the minimum standards for equipment and facilities identified in 13.45(8) and (9) of this Code.

SECTION 8: All ordinances or portions of ordinances inconsistent with the provisions of this

ordinance are repealed.

SECTION 9: This Ordinance shall be in full force and effect on its passage and publication as provided by law.

Enacted this 15<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Kyle J. Clark, Mayor

ATTEST:

  
\_\_\_\_\_  
Angela J. Hull, City Clerk

## Joslyn Hoeffert

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**From:** Karie Pope  
**Sent:** Friday, September 25, 2020 2:22 PM  
**To:** Joslyn Hoeffert  
**Subject:** FW: Updating Chapter 2 Fire Prevention and Safety Codes  
**Attachments:** THIRD PARTY INSPECTION.pdf; ADOPTED REFERENCES.pdf; Waupun (WI) Ord.pdf; Ord 3515 Fire Protection.doc; AHJ Presentation (1).pptx; BRYCER SLA Caledonia (WI) Fire.docx; TCE - Wisconsin Contacts (1).docx

Need to set up an L/L meeting. I think there are other things that have been put off too. Driveways??

*Karie*

**Karie Pope**  
Village Clerk



5043 Chester Lane, Racine, WI 53402  
Village Hall: 262-835-4451 | Direct 262-835-6415  
Email: [kpope@caledonia-wi.gov](mailto:kpope@caledonia-wi.gov)  
Website: [caledonia-wi.gov](http://caledonia-wi.gov)

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**From:** Dick Roeder <[CFDRoeder@caledonia-wi.gov](mailto:CFDRoeder@caledonia-wi.gov)>  
**Sent:** Thursday, September 24, 2020 4:27 PM  
**To:** Kevin Wanggaard <[KWanggaard@caledonia-wi.gov](mailto:KWanggaard@caledonia-wi.gov)>; Dave Prott <[dprott@caledonia-wi.gov](mailto:dprott@caledonia-wi.gov)>  
**Cc:** Karie Pope <[KPope@caledonia-wi.gov](mailto:KPope@caledonia-wi.gov)>; Jeff Henningfeld, BC <[BCJHenningfeld@caledonia-wi.gov](mailto:BCJHenningfeld@caledonia-wi.gov)>  
**Subject:** Updating Chapter 2 Fire Prevention and Safety Codes

Good afternoon,

The fire department needs to update "Title 5 Public Safety, Sec. 5-2-2 Adoption of State and National Codes" (a). The current references are out dated. See the attached "Adopted References" document for possible changes.

We are also looking to add the use of a third party for the "reporting of inspections and tests" for gathering reports as they relate to fixed fire alarms, fire suppression systems and fire pumps. There is no cost to the Village for this service as the companies completing the service to these systems are required by ordinance to enter into the records system. The third party keeps track of the systems and sends out reminders to the property owners that they need an inspection, test or maintenance. I have attached a short presentation by Brycer to better explain the process.

If you have any questions contact me.

*Chief Richard Roeder*

Caledonia Fire Department  
6900 Nicholson Rd.  
Caledonia, WI 53108  
Phone 262-835-2050  
Fax 262-835-4192

**SECTION 13-10 THIRD PARTY INSPECTIONS AND REPORTING SYSTEMS**

(A) INSPECTIONS AND MAINTENANCE REQUIRED

(1) The owner of the property where any device, equipment, alarm, system, and any other feature is required for compliance of the provisions of this Chapter or is otherwise installed on the property shall cause maintenance, testing, and inspections of all such devices, equipment, alarms, systems, and features in accordance with this Chapter and applicable referenced standards and specified intervals. If following inspection and testing, any device, equipment, alarm system, and any other feature does not meet manufacturer’s specifications or fails to perform as intended, then it shall be repaired or replaced on accordance with subsection (E), below.

(2) Maintenance, testing, and inspections shall include, without limitation, the following:

<u>Fire Protection Measure</u>	<u>Fire Code</u>	<u>NFPA</u>
a. Automatic Fire Sprinkler System	901.6.1 & 901.6.2	25
b. Commercial Hood Cleaning	609.3.3	96
c. Commercial Kitchen Hood System	901.6.1 & 901.6.2 & 904.11.6.2	17A
d. Emergency Generator	604.4	110 & 111
e. Fire Alarm System	901.6.1 & 901.6.2	72
f. Fire Doors	703.4	80
g. Fire Pumps	913.5	25
h. Foam System (including 5 yr test)	901.6.1 & 901.6.2	25
i. Private Hydrant System	507.5.2 & 507.5.3	25
j. Smoke Control System	909.20	90 & 92B
k. Special Suppression System	901.6.1 & 901.6.2	12 & 12A & 750 & 2001
l. Spray Booth	901.6.1 & 901.6.2	33
m. Standpipe (including 5 yr hydrostatic test)	901.6.1 & 901.6.2	25

(3) Testing of all backflow prevention assemblies installed and maintained per NFPA-25.

(B) QUALIFICATIONS OF INSPECTORS

Only qualified personnel shall make inspections or perform testing required by the current edition of State of Wisconsin Fire Prevention Code and the adopted provisions of technical codes. Qualified personnel shall include, but not limited to:

(1) Personnel who are factory-trained and certified for the type and brand of device, equipment, alarm, system, or feature being inspected or tested

- (2) Personnel who are certified by a nationally recognized certification organization approved by the City.
- (3) Personnel who are registered, licensed or certified by the State of Wisconsin or the City of Oshkosh to perform the required inspections and testing;
- (4) Personnel of the Fire Department

#### (C) REPORTING OF INSPECTIONS AND TESTS

The City may retain a third-party person or entity to gather inspections records, to act as a repository for inspection and testing records ("designated electronic reporting system") in the same manner as the City otherwise would act consistent with the City's authority to require the submission of inspection and testing records. Records of all installations, inspections, tests, and maintenance required by this Chapter shall be provided electronically to the City's designated electronic reporting system. Completed records shall be submitted no later than fifteen (15) days following the applicable installation, inspection, test, and maintenance. The submitted report shall contain all information required by the City's designated electronic reporting system. The third-party person or entity may directly charge the owner of property for these services a reasonable fee for these services, with the amount to be approved periodically by the Common Council through an appropriate Resolution. This fee shall be paid by the property owner in the same manner as would be required if the City was performing these services itself.

#### (D) RETENTION OF RECORDS

Records of any device, equipment, alarm, and system inspections, tests, and maintenance required by the current editions of the Wisconsin Fire Prevention Code and the adopted provisions of technical codes shall be maintained on the premises for a minimum of three (3) years following the date of any inspection, test, and maintenance, and shall be copied to the fire department and its contractors pursuant to either the provisions of the Municipal Code or upon the request of the Fire Chief or their designee.

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

April 20<sup>th</sup>, 2020

Caledonia Fire Department  
6900 Nicholson Rd  
Caledonia, WI 53108

**Re:    “The Compliance Engine”**

Dear Caledonia Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the Caledonia Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1.     **Term:** Brycer will provide Client with the Solution for three years, commencing \_\_\_\_\_ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
  
2.     **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
  
3.     **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
  - ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
  - ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
  - ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[jurisdiction]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed to this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_:

**[Caledonia Fire Department]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is
7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. LIMITATION ON DAMAGES. **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

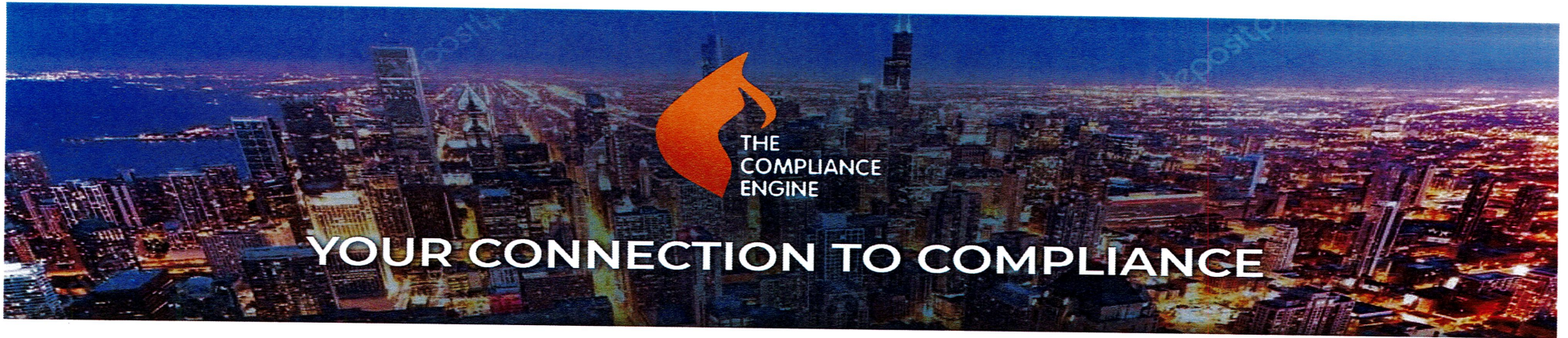
2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.



## *The Compliance Engine*

Driving Life Safety by Tracking Code Compliance

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# Authority Having Jurisdiction

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## What Is The Compliance Engine?

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- SaaS, web-based service
- Built to ensure safety for firefighters, taxpayers, tourists, and community
- Collects, organizes and categorizes 3<sup>rd</sup> party inspection reports
- Tracks and drives 100% code compliance
- Reduces and automates administrative tasks
- Reduces false alarm activity
- Hard and soft copy notifications
- Follow up phone calls
- Provides detailed analytics
- Free system and service for AHJ and City
- 3<sup>rd</sup> party inspection companies pay a fee to submit reports

# TCE



My AHJ



Inspection  
Companies



Premises



Users



Notifications



Deficient



Compliant



Deficiency Tracking



Analytics



Logout



## Code Officials Need Help

### Commercial premises are legally required to maintain:

- Fire Alarm Systems
- Fire Sprinkler Systems (Wet/Dry)
- 5 Yr. Sprinkler Obstruction Tests
- Standpipes
- Fire Pumps
- Commercial Kitchen Hood Suppression Systems
- Commercial Hood Cleaning
- Special Suppression System
- Paint/Spray Booths
- Private Hydrant Systems
- Active Smoke Control Systems
- Fire Escapes
- Emergency Power Generators

40%

of Life Safety Systems  
are not inspected  
or serviced every year!

29%

of Fire Code Officials time is  
spent on administrative  
duties pertaining to  
inspection, testing, &  
maintenance!



## Current Costs: False Fire Alarms

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**2.62 million** False alarms in the US for 2016.

According to Statista & National Fire Protection Association



**32.5%** Due to lack of maintenance and testing.

NFPA Study – False Alarm Activity in U.S.



**\$500+** Cost to Respond to a False Call.

Brycer surveying 3000 AHJs across the Country (Range is \$400 - \$1200)

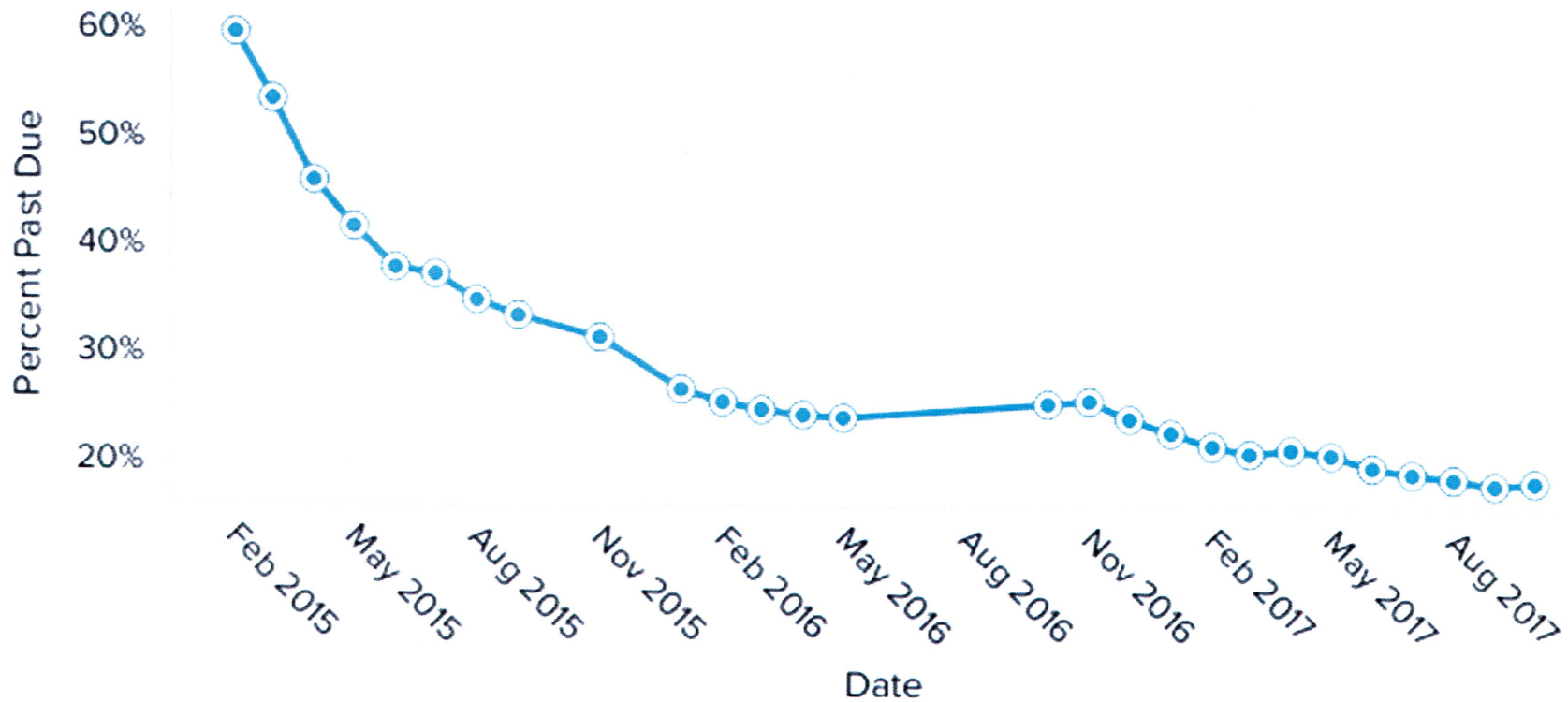
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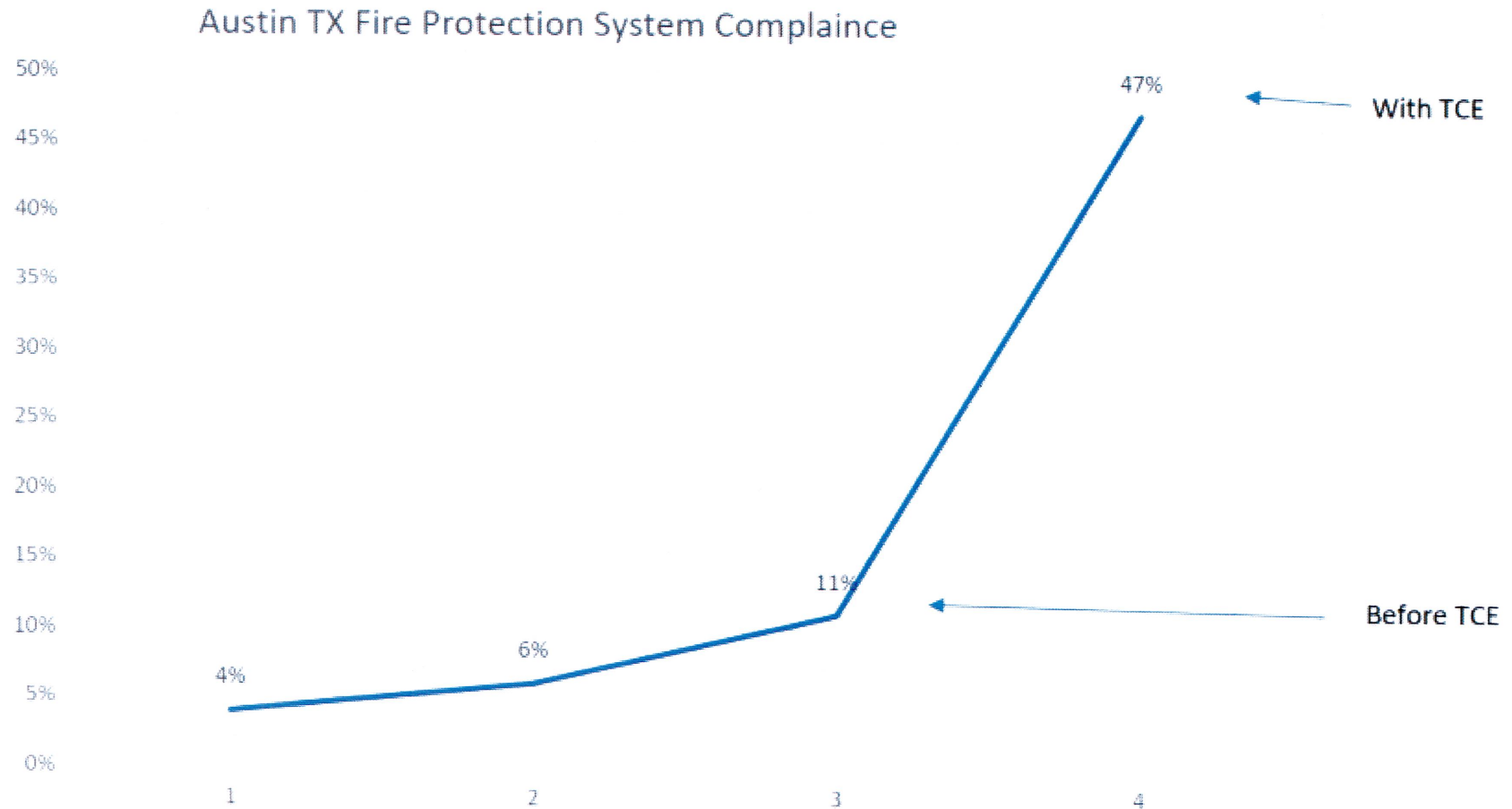
# Results - Los Angeles, CA

LAFD Past Due Analysis

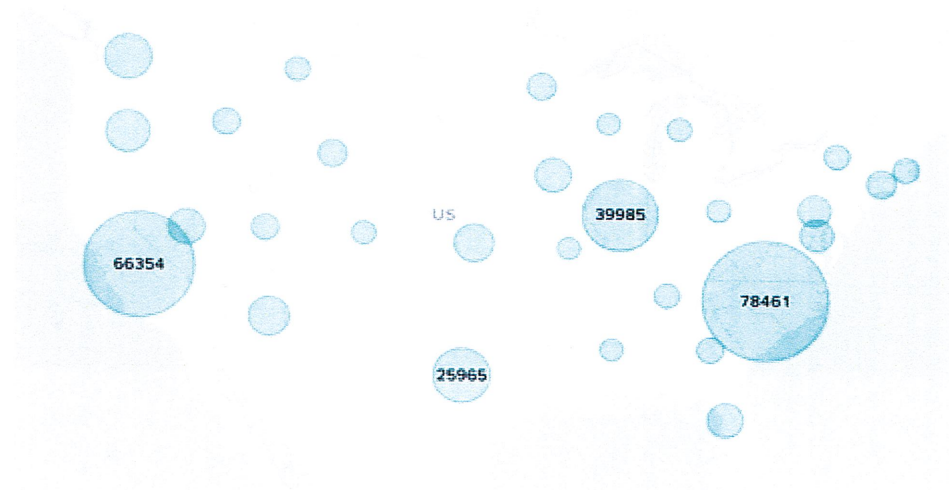




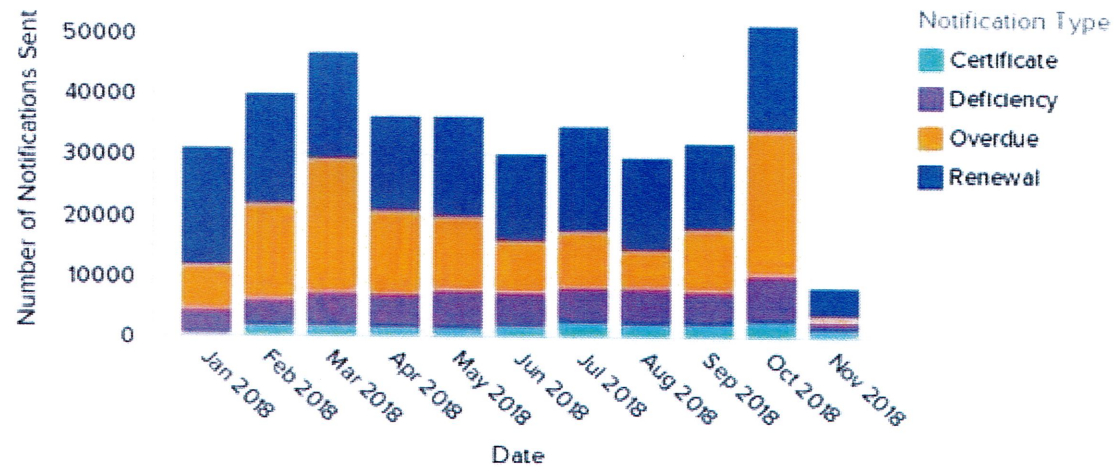
# Results – Austin, TX



# The Engine



Notifications Sent Summary





# BRYCER PRICING MODEL



System Type	Submittal Option	Price	Billing Frequency
Active Smoke Control System	Annual	\$15.00	Annual
Automatic Fire Sprinkler System	Annual, Quarterly, Monthly	\$15.00	Annual
5- Year Obstruction Sprinkler	Annual	\$15.00	Annual
Commercial Kitchen Exhaust System (Cleaning)	Annual, Semi-Annual Quarterly, Monthly	\$15.00	Per Submittal
Commercial Kitchen Hood Suppression System	Semi-Annual	\$15.00	Per Submittal
Emergency Generator	Annual	\$15.00	Annual
Fire Alarm System	Annual, Quarterly, Monthly	\$15.00	Annual
Fire Escape	Annual, 5-Year	\$15.00	Annual
Fire Pump	Annual, Quarterly, Monthly	\$15.00	Annual
Private Hydrant System	Annual	\$15.00	Annual
Special Suppression System	Annual, Semi-Annual	\$15.00	Per Submittal
Spray Booth	Annual, Semi-Annual	\$15.00	Per Submittal
Standpipe	Annual, 5-Year	\$15.00	Annual

- **\$15:** Renewal Notice (37 days prior), Past Due Notice (45 days after), Deficiency Notice (Once deficiency report is reviewed) --- We will make phone calls on Past Due Systems/Properties **AND we will make phone calls on Deficient Systems/Properties.**
- No Cost to City, No Cost to Department, No Cost to Business – Fee is Paid by the 3<sup>rd</sup> Party ITM Companies.



**Ashwaubenon Public Safety**

Dan Peterson  
Fire Marshal  
(920)593-4470  
dpeterson@ashwaubenon.com

**Fond Du Lac Fire Department**

Pete O'Leary  
Fire Chief  
(920) 251-9806  
poleary@fdl.wi.gov

**Marshfield Fire & Rescue  
Department**

Peter Fletty  
Deputy Chief  
(715) 486-2094  
peter.fletty@ci.marshfield.wi.us

**Neenah-Menasha Fire Rescue**

Vernon Green  
Assistant Chief  
(920) 886-6200  
vgreen@nmfire.org

**Oshkosh Fire Department**

Brian Bending  
Fire Marshal  
(920) 236-5241  
bbending@ci.oshkosh.wi.us

**Plymouth Fire Department**

Denis Fellows  
Fire Chief  
(920) 893-1331  
dfellows@plymouthfd.com

**Waupun Fire Department**

Matt Beer  
Assistant Fire Chief  
(920) 324-7910  
mbeer@waupunpd.org

City of Franklin, WI  
Monday, August 3, 2020

## Chapter 133. Fire Prevention, Protection and Control Code

### § 133-3. Adoption of Wisconsin Administrative Code.

- A. The most current legislatively enacted versions by the State of Wisconsin of the Wisconsin Administrative Code, on the effective date of this code, shall apply.

SPS 303	Administrative Procedures
SPS 305	Licenses, Certification and Registration
SPS 307	Explosives and Fireworks
SPS 308	Mines, Pits and Quarries
SPS 310	Flammable, Combustible and Hazardous Liquids
SPS 314	Fire Prevention
SPS 316	Electrical
SPS 318	Elevators, Escalators and Lift Devices
SPS 326	Manufactured Home Communities
SPS 328	Smoke Detectors and Carbon Monoxide Detectors
SPS 333	Passenger Ropeways
SPS 334	Amusement Rides
SPS 335	Infectious Agents
SPS 340	Gas Systems
SPS 341	Boilers and Pressure Vessels
SPS 343	Anhydrous Ammonia
SPS 345	Mechanical Refrigeration
SPS 348	Petroleum and Other Liquid Fuel Products
SPS 361-366	Wisconsin Commercial Building Code
SPS 371	Solar Energy Systems
SPS 375-379	Existing Buildings

- B. Any violation of the incorporated provisions constitutes a violation of this code.
- C. In cases of conflict between local and state codes, the most restrictive provisions, as determined by the AHJ, shall govern.

### § 133-4. Adoption of International Code Council (ICC), Inc. codes.

The latest ICC publication(s) listed below and published on or before the effective date of this code are adopted by reference, enforced, and incorporated into this code as fully set forth herein:

A. International Fire Code (applies only to sections specifically referenced in this code).

## § 133-5. Adoption by reference of National Fire Prevention Association (NFPA) publications.

The latest version of NFPA 1 (Fire Code) that is legislatively adopted by reference by the State of Wisconsin, including all of the publications, codes, standards, and documents adopted by reference by the State of Wisconsin in Chapter 2 of that code, are hereby adopted by reference, enforced, and incorporated into this code as if fully set forth herein.

## Other Adopted Standards

- (a) Wis. Stats. § 35.93 and the Wisconsin Administrative Codes SPS 301 to SPS 399, Safety, Buildings, and Environment, and ATCP 93, Flammable and Combustible Liquids, are hereby adopted by reference and made a part of this article. The Fire Department may note any violations of such codes and to report those violations to the appropriate building or code enforcement officer. In addition, the Fire Inspectors shall have the authority to cite such violations when discovered on fire inspections or reported to the Fire Marshal.

Overall enforcement responsibility for the provisions of this section will be equally shared by the Building Inspector, Code Enforcement Office and the Fire Inspector. The Building Inspector has the primary responsibility during construction of the building while the Fire Inspector has primary responsibility after the building is completed. Primary responsibility for particular sections of the above provisions shall be as indicated in the Wisconsin Administrative Code.

- (b) The International Fire Code, 2015 Edition, (hereinafter "IFC") is hereby adopted as the local use and maintenance fire prevention code as though fully set forth herein, with the following exception: Section 105 (Permits) of Chapter 1, "Administration," of the IFC is not included as part of the adoption of the IFC.
- (c) National Fire Protection Association ("NFPA") Codes and Standards as the same exist on January 1, 2019, (unless stated otherwise), are hereby adopted by reference as part of the City Fire Prevention Code with the same force and effect as though set forth herein in full, unless otherwise found to be in conflict with superseding state or local codes and/or standards.
- (d) Any fire prevention concern not herein addressed by code or adopted standards will be addressed on the basis of the current adopted International Fire Code.

Code 1977, § 23.02; Ord. No. 1351, § 1, 3-21-2007; Ord. No. 2011-3, § 1, 2-2-2011; Ord. No. 2014-7, § 1, 4-2-2014; Ord. No. 2019-05, § 1, 8-7-2019)

City - Neenah



## SEC. 18-1-5 RIGHT-OF-WAY ACCESS; PRIVATE DRIVEWAYS.

(a) **Building Permit: Condition Precedent to Issuance.** No building permit shall be issued by the Building Inspector of the Village of Caledonia unless a driveway has been constructed from the public right-of-way to and on the site upon which construction is to take place, unless temporarily waived in writing by the Village Engineer, due to seasonal weather conditions.

(b) **Permit Required.** No person shall pave or repave (whether portland concrete or bituminous asphalt), install, replace or relocate a private driveway extending into a Village public right-of-way without first obtaining a permit therefor from the Village Engineer. The Village Engineer shall issue such permit upon compliance with this section and payment to the Village Treasurer of the required fee. The Village Engineer shall determine the maximum allowable driveway width, and slope and grading based on site conditions.

### (c) **Permit: Terms and Conditions.**

#### (1) **Driveways Access Village Roads That Are Constructed With Road Ditches.**

a. **Culverts Required.** A culvert shall be installed under each driveway unless the Village Board or the Village Engineer shall have determined that no culvert is required to ensure drainage at that location. The culvert shall be of corrugated metal **or pipe material approved by the Village Engineer** and shall be installed parallel to the highway and at a location designated by the Village Engineer. Such culvert shall have standard metal endwalls properly secured to the ends of the culvert. The size and elevation of the culvert shall be such as are established by the Village Engineer, but not less than twelve (12) inches in diameter. The culvert shall conform to Section 521 **or 530** and shall be installed pursuant to Section 520 of the State of Wisconsin D.O.T. Standard Specifications for Road and Bridge Construction. There shall be a minimum of six (6) inches of gravel or crushed stone above the culvert as a traffic bearing surface. Prior to and subsequent to the installation of such culvert, the site, culvert and elevation of the same shall be inspected by duly authorized personnel of the Village of Caledonia. Installation shall be at the cost of the applicant. **Replacement culverts are installed by the Village of Caledonia, the cost of installation is split between the property owner and Village.**

#### b. **Paving.**

1. **Installation.** When installing a driveway, the property owner or permittee shall obtain a permit and may pave the driveway with bituminous asphalt **or portland concrete**. ~~However, the property owner or permittee shall not pave any portion of the right of way with portland concrete except under the following circumstances:~~

~~(a) Portland concrete for the entire driveway is permitted if the driveway abuts a road right-of-way that has both curb and gutter.~~

~~(a) (b) Portland concrete is permitted for a portion of the driveway~~  
**When installing approaches the five (5) feet of driveway approach abutting the**

road must drop 1.5 inches from the height of the roadway. with the written approval of the Village Engineer except that there shall be no portland concrete installed within five (5) feet of the paved road. The five (5) feet may be left in gravel or may be paved with bituminous asphalt.

(b) If portland concrete is installed, the owner of said driveway shall be responsible for any costs associated with the removal and/or replacement of Portland concrete or any damage caused by the Village when performing work in the Village right-of-way. If Village work is required after the installation of the concrete driveway, any removed section of concrete driveway will be replaced with gravel or asphalt by the Village, concrete will need to be replaced by the owner. Future driveway culvert replacements will be the responsibility of the homeowner and must be installed at the elevations determined by the Engineering Department. If a culvert needs to be replaced and the homeowner refuses, the Village can have the culvert replaced, with Village forces or private contractor and assess the costs associated with the replacement to the property owner. and/or work on culverts and shall execute an indemnification agreement agreeing to indemnify the Village for any costs or liability because of the portland concrete and such agreement shall be in a form acceptable to the Village. This obligation may be recorded against the property to provide notice to future property owners.

**2. Grandfathering.** Driveways that meet at least one of the following three conditions are exempt from compliance with the prohibition against portland concrete driveways extending into the right of way: (1) the portion of the driveway extending into the Village right of way, including over any culvert that may be present, was constructed with portland concrete and existed on the property as of November 10, 2014 and, if required by the Village Engineer, the property owner provides appropriate documentation as determined by the Village Engineer to prove that such driveway was constructed in its current form on or before November 10, 2014; (2) the property owner applied in writing between the dates of October 24, 2013 and November 10, 2014 for a waiver to construct a driveway entirely of portland concrete and such application was received by the Village (regardless of whether the driveway was fully constructed); and (3) the property owner obtained a waiver between the dates of October 24, 2013 and November 10, 2014 to construct a driveway entirely of portland concrete (regardless of whether the driveway was fully constructed). Any driveway exempted under this subsection shall meet all other requirements of this and any other applicable ordinance.

The Village Engineer shall maintain a list of properties that qualify for this exemption. If the property owner fails to maintain the portland concrete, the Village may require the property owner to remove the portland concrete and if the owner fails to do so, the

Village may remove it **or have a contractor remove it** and charge back its costs to the property owner as a special charge under Sec. 66.0627. The Village allowance of portland concrete within the Village's right-of-way shall be treated as a privilege in a street under Sec. 66.0425, Wis. Stat., and the Village retains all rights thereunder to require its removal if deemed necessary. ~~This subsection of the ordinance does not allow the Village to grant exemptions that would allow construction of a portland concrete driveway not in compliance with this ordinance after November 10, 2014.~~

~~If portland concrete is removed from within 5 feet of the paved road, the owner shall lose any right to an exemption and shall comply with the current ordinance requirements. The owner of said driveway shall be responsible for any costs associated with the removal and/or replacement of portland concrete or any damage caused by the Village when performing work in the Village right of way and/or work on culverts and shall execute an indemnification agreement agreeing to indemnify the Village for any costs or liability because of the portland concrete and such agreement shall be in a form acceptable to the Village. This obligation may be recorded against the property to provide notice to future property owners. The Village is not obligated to repair or repave any portion of the area covered by the driveway with portland concrete in the event the concrete has to be removed for a Village project within the right-of-way or in the area over the culvert.~~

**3. Property Owner Obligations.** Any property owner allowed driveway under this Section shall be responsible for the following:

- (a) Maintenance of the driveway so that it is not a hazard to the traveling public and to the Village's vehicles, including snowplows;
- (b) Restoring damaged, misaligned, or worn gravel and pavement surfaces;
- (c) Any costs associated with the maintenance, repair, and/or removal of driveway, including whether there is gravel, bituminous asphalt or portland concrete installed;
- (d) Any damage caused by the Village to portland concrete when performing work in the Village right-of-way, including for snow and ice removal from the Village right-of-way.

**4. Block and Brick Pavers Prohibited.** Block or brick pavers are prohibited as part of any driveway in the right-of-way.

**c. Solid Wall Abutment Prohibited.** No one shall construct a solid wall abutment at the ends of the culvert underlying the driveway. This section also prohibits straight face abutments, such as retaining wall blocks, railroad timbers, rocks, and similar constructions.

**d. Drainage.** Any drainage ditch and public right-of-way affected by the construction of a driveway entrance shall be reconstructed to a shape, grade and contour necessary for proper drainage, as approved by the Village

Engineer, at the expense of the property owner or permittee.

**(2) Driveways Accessing Village Roads That Are Constructed With Curb and Gutter.**

a. **Culvert.** No culvert shall be required unless it is determined by the Village Board or Village Engineer that a culvert is necessary to ensure proper drainage.

b. **Curb and Gutter.** In the case of vertical face curb and gutter where the curb has not been constructed to allow driveway access, the applicant **has the following options:**

(1) ~~Shall~~ **Completely remove the existing curb and gutter and reconstruct such curb and gutter to allow for driveway access. Such removal and reconstruction shall extend for a minimum width of 30 inches and for a minimum length of 4.25 feet beyond the edge of the proposed driveway. ~~This section does not allow the curb head to be sawed off.~~ Curb and gutter removal and construction shall be completed pursuant to Sections 204 and 601, of the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, latest edition, as amended by Supplemental Specifications, latest edition. All newly constructed curb and gutter sections shall be constructed to such dimensions as determined by the Village Engineer.**

(2) **The curb head may be sawed off if sawing is done by a professional saw cutting contractor with proper equipment. Engineering Department will inspect the saw cut and may ask for removal and replacement if curb and gutter is damaged or sawed incorrectly.**

c. **Concrete driveway Approach Slabs.** The applicant shall also be responsible for constructing concrete driveway approach slabs if such slabs are required by the Village Board. Such slabs shall be constructed to such dimensions as determined by the Village Engineer.

(d) **Culvert Maintenance.** The Owner of the contiguous property serviced by the driveway shall be responsible for the maintenance and repairs of any driveway culvert **and adjacent ditch** in the Village right-of-way, including the removal of yard debris and natural silt accumulation, so that there is no obstruction to the flow of water. In the event an owner shall fail to do so, the Village of Caledonia shall give written notice to the owner specifying the maintenance and repair required to be done. If after ten (10) days the owner fails to make such corrections, the Village of Caledonia may cause such work to be done, and shall charge the owner with such costs, and if unpaid, charged against the property as a special charge under Section 66.0627, Wisconsin Statutes. If the damage to a culvert necessitating the repairs under this section can be shown to have been caused by Village machinery or personnel, the cost shall be borne by the Village. If the Village determines that a culvert needs to be replaced, the Owner of the contiguous property serviced by the driveway culvert shall pay one-half (1/2) of the cost of replacement of the culvert and the Village shall pay for one-half of the cost. The property owner shall be billed for its portion of the cost. The billing and collection of such costs shall occur in accordance with Sections 3-5-1(c) through (f) of the Village of Code of Ordinances. If the cost is not paid in accordance with Village ordinance, the cost shall be charged against the property as a special charge under Section 66.0627, Wis. Stats., as provided in Sections 3-5-1(d) and (e). The Village Board shall

adopt a resolution specifying a schedule of costs of replacement based on the size of the culvert pipe from time-to-time. Such resolution shall be kept on file at the Village. All work to be accomplished for the replacement shall be done by the Village, through its own employees or by contracts let to third parties. Such replacement costs shall not be charged to the homeowner if the replacement is necessitated by a Village storm water drainage project except in the case of a storm water drainage project where a special assessment determination shall control the imposition of any costs. **Culvert maintenance for culverts under Portland concrete will be the responsibility of the property owner. The Village will provide culvert elevations and ditching requirements, if any, and will verify the culvert was installed correctly. If the culvert is not installed correctly the Village may reinstall the culvert at the correct elevations and special assess the property.**

(e) **Permit Fee.** To cover the costs of administration, checking of grades, inspection and policing of this section, the applicant for a permit hereunder shall pay to the Village Treasurer a permit fee of an amount as established by and as may be modified from time-to-time by resolution of the Village Board of the Village of Caledonia. Until modified by resolution, the fee schedule shall be:

Gravel Driveway with new road access: \$100.00

Paved Driveway with new road access: \$175.00

Repaving Driveway with existing road access **with Asphalt:** \$ 75.00

**Repaving Driveway with existing road access with Concrete: \$ 180.00**

(f) **Driveway Maintenance Costs.** The cost of any and all repairs to the driveways extending into Village public rights-of-way, including but not limited to relocation and the maintaining of pavement and stone surfaces shall be borne by the property owner or permittee, unless such repairs were necessitated by a reditching and/or culvert resetting project of the Village or by a road resurfacing project of the Village and then only in the case of bituminous asphalt. The Village is not liable for any damage caused to private driveways with portland concrete that extend into the Village right-of-way, regardless of whether a repair or removal results from a Village project.

(g) **Penalty.** Any person found guilty of violating any of the provisions of this Section, after having been directed to comply by the Village Board or its designee, shall upon conviction thereof forfeit not less than \$100.00 plus the costs of prosecution and in default of payment thereof, shall be imprisoned in the County Jail for a period not to exceed thirty (30) days. Each violation and each day a violation continues or occurs shall constitute a separate offense.

**Resolution No. 2006-07**

**RESOLUTION CREATING THE COMMUNITY  
DEVELOPMENT AUTHORITY OF THE  
VILLAGE OF CALEDONIA, WISCONSIN**

The Village Board of the Village of Caledonia, Racine County, Wisconsin, do resolve as follows:

WHEREAS, the Village of Caledonia, Wisconsin, is a municipal corporation organized and existing under the laws of the State of Wisconsin, and is authorized under Sections 66.1335 and 66.1339 of the Wisconsin Statutes to create a community development authority by proper resolution of the Village Board of the Village; and

WHEREAS, as set forth in Section 66.1333 of the Wisconsin Statutes, it is the policy of the State of Wisconsin to protect and promote the health safety, morals and general welfare of its people by the prevention and elimination of substandard, deteriorated, slum, and blighted properties through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places of employment for the people of the State of Wisconsin; and

WHEREAS, there is at this time no redevelopment authority created under Section 66.1333 of the Wisconsin Statutes, and no housing authority created under Section 66.1201 of the Wisconsin Statutes, operating in the Village;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia, Wisconsin, as follows:

1. The Village Board hereby finds, determines and declares that the undertaking of programs and projects for blight elimination and prevention, slum clearance and prevention, urban renewal and redevelopment, and community development and redevelopment (collectively, "qualified redevelopment projects") will encourage well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment, adequate places of employment for the people of the Village and an increase in the general property tax base of the Village.

2. The Village Board hereby finds, determines and declares that there exists within the Village a need for qualified redevelopment projects, and that

creation of a community development authority in the Village will serve the public interest.

3. Pursuant to Sections 66.1335 and 66.1339 of the Wisconsin Statutes, the Village Board hereby creates a community development authority in the Village, which authority shall be known as the "Community Development Authority of the Village of Caledonia, Wisconsin." Said authority (the "Authority") shall be a separate body politic for the purpose of carrying out qualified redevelopment projects, and shall have all powers, duties and functions of community development authorities contained in Section 66.1335 of the Wisconsin Statutes, as amended from time to time. The Authority shall also act as the agent of the Village in planning and carrying out community development programs and activities approved by the Village Board and the Village President under the federal housing and community development act of 1974.

4. The Village Board hereby establishes and approves By-Laws and Rules of Procedure attached to this resolution as Exhibit A. The Authority may amend the By-Laws as it shall deem appropriate from time to time; however, Section #2 of the By-Laws entitled "General Powers and Duties" shall not be amended without the approval of the Village Board.

5. The Village Board hereby authorizes and directs the Village Clerk, immediately upon adoption of this Resolution, to certify a copy of this Resolution and transmit such certified copy to the Village President. The Village Board hereby authorizes and directs the Village President, upon receipt of said certified copy, to appoint seven (7) resident persons having sufficient ability and experience in the fields of urban renewal, community development, and housing, as commissioners of the Authority. The appointments shall be subject to confirmation by the Village Board. Two (2) of said commissioners shall be members of the Village Board and shall serve on the Authority during their respective terms of office as Village Board members. The initial appointments of the five (5) non-Village Board commissioners shall be for the following terms: two (2) commissioners for one (1) year, and one (1) commissioner each for terms of two (2), three (3) and four (4) years. Thereafter, the terms of the non-Village Board commissioners shall be four (4) years and until their successors are appointed and qualified.

6. This resolution shall take effect immediately upon its adoption.

CERTIFICATION OF RESOLUTION BY VILLAGE CLERK

I certify that the attached Resolution No. 2006-\_\_\_\_\_ entitled:

RESOLUTION CREATING THE COMMUNITY DEVELOPMENT  
AUTHORITY OF THE VILLAGE OF CALEDONIA, WISCONSIN,

was adopted by at least a two-thirds vote of the Village Board of the Village of  
Caledonia, Wisconsin on the \_\_\_\_\_ day of January, 2006.

\_\_\_\_\_  
Village Clerk