

Fund: 950 - CEMETERY FUND

Account Number		2012 September	2012 Actual 09/30/2012	2012 Budget	Budget Status	% of Budget
950-00-48110-000-000	INTEREST ON INVESTMENTS	12.04	122.01	750.00	-627.99	16.27
950-00-48200-000-000	LOT SALE-PERPETUAL PORTION	0.00	800.00	1,200.00	-400.00	66.67
950-00-48290-000-000	EQUIPMENT RENT	0.00	0.00	125.00	-125.00	0.00
950-00-48300-000-000	LOT SALE-OPERATIONAL PORTION	0.00	800.00	1,200.00	-400.00	66.67
950-00-48400-000-000	OTHER MISCELLANEOUS REVENUE	0.00	0.00	224.00	-224.00	0.00
950-00-48500-000-000	GRAVE DIGGING	0.00	2,800.00	3,000.00	-200.00	93.33
950-00-48600-000-000	SITE PREPARATION	0.00	1,225.00	2,200.00	-975.00	55.68
MISCELLANEOUS REVENUE		12.04	5,747.01	8,699.00	-2,951.99	66.07
950-00-49210-000-000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
950-00-49270-000-000	TRANSFER BANK ACCOUNTS	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES		0.00	0.00	0.00	0.00	0.00
Total Revenues		12.04	5,747.01	8,699.00	-2,951.99	66.07

Fund: 950 - CEMETERY FUND

Account Number		2012 September	2012 Actual 09/30/2012	2012 Budget	Budget Status	% of Budget
950-00-51580-000-000	INDEPENDENT AUDIT	0.00	620.00	600.00	-20.00	103.33
950-00-51610-000-000	ATTORNEY	0.00	0.00	0.00	0.00	0.00
950-00-51620-000-000	ENGINEER	0.00	0.00	0.00	0.00	0.00
GENERAL GOVERNMENT EXPENDITURE		0.00	620.00	600.00	-20.00	103.33
950-00-54910-000-000	CEMETERY	0.00	0.00	0.00	0.00	0.00
950-00-54910-110-000	SALARIES	575.56	4,256.40	9,452.00	5,195.60	45.03
950-00-54910-150-000	FRINGE BENEFITS	236.64	2,464.62	3,287.00	822.38	74.98
950-00-54910-200-000	RECORDING FEES	0.00	60.00	75.00	15.00	80.00
950-00-54910-210-000	PROFESSIONAL SERVICE	0.00	0.00	0.00	0.00	0.00
950-00-54910-220-000	UTILITIES	0.00	0.00	0.00	0.00	0.00
950-00-54910-230-000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
950-00-54910-240-000	EQUIPMENT REPAIRS	0.00	0.00	0.00	0.00	0.00
950-00-54910-241-000	REPAIRS/BUILDINGS	0.00	0.00	0.00	0.00	0.00
950-00-54910-242-000	GRAVE DIGGING	0.00	2,800.00	2,800.00	0.00	100.00
950-00-54910-310-000	GENERAL OPERATIONS	0.00	0.00	105.00	105.00	0.00
950-00-54910-311-000	INSURANCE	0.00	79.35	75.00	-4.35	105.80
950-00-54910-320-000	PUBLICATIONS & DUES	0.00	0.00	50.00	50.00	0.00
950-00-54910-330-000	TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00
950-00-54910-340-000	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
950-00-54910-350-000	MAINTENANCE SUPPLIES	0.00	0.00	0.00	0.00	0.00
950-00-54910-400-000	PERPETUAL CARE	0.00	0.00	0.00	0.00	0.00
950-00-54910-810-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
HEALTH & SOCIAL SERVICES EXP.		812.20	9,660.37	15,844.00	6,183.63	60.97
950-00-59040-000-000	OPERATING TRANSFER TO GF	0.00	0.00	0.00	0.00	0.00
950-00-59200-000-000	FINANCING/BANKING FEES	0.00	0.00	50.00	50.00	0.00
OTHER FINANCING EXPENDITURES		0.00	0.00	50.00	50.00	0.00
Total Expenses		812.20	10,280.37	16,494.00	6,213.63	62.33
Net Totals		-800.16	-4,533.36	-7,795.00	-3,261.64	58.16

SEPTEMBER 2012 TREASURER'S REPORT

Account Balances:	CHECKING	SAVINGS	CD ACCOUNTS	TOTALS
General Fund (100)	\$633,243.38	\$0.00		\$633,243.38
Debt Services (300)	\$191,796.56	\$0.00		\$191,796.56
Debt Service Reserve Funds	\$186,636.54			\$186,636.54
Capital Projects (500)	-\$64,575.39	\$0.00		(\$64,575.39)
TIF 3 (510)	-\$247,673.85	\$50,595.63		(\$197,078.22)
TIF 4 (520)	-\$9,107.69	\$0.00		(\$9,107.69)
TIF 5 (530)	-\$16,111.50	\$0.00		(\$16,111.50)
Waste Management (550)	-\$29,917.07	\$0.00		(\$29,917.07)
Water/Sewer (600)	\$821,538.38	\$538,775.31		\$1,360,313.69
Stormwater (650)	\$26,265.74	\$0.00		\$26,265.74
CDA (720)	\$13,150.06	\$362,273.28		\$375,423.34
Lake Restoration (800)	-\$212,314.21	\$0.00		(\$212,314.21)
Library (900)	\$104,188.59	\$0.00	\$67,970.00	\$172,158.59
Cemetery (950)	\$28,636.52	\$24,770.04		\$53,406.56
	\$1,425,756.06	\$976,414.26	\$67,970.00	\$2,470,140.32
Prior Month End Balance	\$1,793,277.88	Debits	Credits	
Expenditures:		\$459,347.08		
Payroll		\$67,194.35		
Receipts:			\$158,609.85	
Prior Month Interest			\$409.76	
Month End Balance 8/31/12	\$1,425,756.06			

WATER AND SEWER TREASURERS REPORT

2012 as of SEPTEMBER 30, 2012

	Earned
Savings	188.57
Checking INTEREST	102.69
Total Distributed to Checking Accounts	291.26

<u>WATER</u>	PREVIOUS BALANCE	SEPTEMBER MONTH	CURRENT BALANCE
<u>DESIGNATED FOR PROJECTS</u>			
2009 Water Main Project R00372027.0	26,458.65	0.00	26,458.65
2010 Hwy 92 project 2010 borrow 325000 net 310,062	51,848.60	0.00	51,848.60
SUB TOTAL	78,307.25	0.00	78,307.25
Reserve	34,885.43	0.00	34,885.43
Prior undesignated \$173,708.58 & cash \$22,400.20	29,532.30	0.00	29,532.30
	64,417.73	0.00	64,417.73
<u>GENERAL OPERATION</u>			
2012 Revenue	139,198.51	16,691.04	155,889.55
2012 Expense	-90,186.29	-17,947.58	-108,133.87
2012 Public Fire Protect Rev	69,381.35	8,074.90	77,456.25
Miscellaneous Revenue	8,136.04	1,200.00	9,336.04
Internal Transfer Designated Projects	0.00	0.00	0.00
cash	<u>286,669.02</u>	<u>0.00</u>	<u>286,669.02</u>
SUB TOTAL WORKING CASH	413,198.63	8,018.36	421,216.99
INTEREST	720.63	129.50	850.13
TOTAL WATER	556,644.24	8,147.86	564,792.10

<u>SEWER</u>	PREVIOUS BALANCE	SEPTEMBER MONTH	CURRENT BALANCE
<u>DESIGNATED FOR PROJECTS</u>			
2010 Hwy 92 project village 2010 borrow 79,952	20,893.09	0.00	20,893.09
SUB TOTAL	20,893.09	0.00	20,893.09
WWTP R&R	161,631.58	0.00	161,631.58
Reserve	105,444.80	0.00	105,444.80
Future Clean Water Debt	368,912.78	0.00	368,912.78
TOTAL	474,357.58	0.00	474,357.58
<u>GENERAL OPERATIONS</u>			
2012 Billing Revenue	522,909.41	64,133.26	587,042.67
2012 Expense	-183,289.65	-17,350.73	-200,640.38
Monthly Payment to Clean Water Acct (-55,000)	-440,000.00	-55,000.00	-495,000.00
Transfer to/from account	0.00	0.00	0.00
cash	<u>-125,665.72</u>	<u>0.00</u>	<u>-125,665.72</u>
SUB TOTAL WORKING CASH	-226,045.96	-8,217.47	-234,263.43
Deduct Meter Revenue	2,450.00	175.00	2,625.00
Miscellaneous Revenue	4,118.64	0.00	4,118.64
Connection Fee (new home)	776.00	0.00	776.00
Remaining 2011 C Water 401457.43 & CONNECTION 4583.86	406,311.29	0.00	406,311.29
Monthly Deposit to Clean Water Acct (55,000)	440,000.00	55,000.00	495,000.00
Clean Water Debt Payment	-537,309.54	0.00	-537,309.54
TOTAL CLEANWATER	309,001.75	55,000.00	364,001.75
INTEREST	1,215.65	165.73	1,381.38
prepaid/prior yr exp	0.00	0.00	0.00
TOTAL SEWER	748,398.33	47,123.26	795,521.59

TOTALS			
WATER	556,644.24	8,147.86	564,792.10
SEWER	748,398.33	47,123.26	795,521.59
BANK STATEMENTS	1,305,042.57	55,271.12	1,360,313.69
Jerry's Petty Cash	25.00	0.00	25.00
BALANCE SHEET	1,305,067.57	55,271.12	1,360,338.69

<u>SEPTEMBER INTEREST JE</u>	<u>DEBIT</u>	<u>CREDIT</u>
600-00-11101-000-000 CASH	291.26	
600-10-48110-419-000 WATER		124.23
600-20-48110-419-000 SEWER		167.03

PERMIT FOR PARK USE

Application Date 9/28/12

NAME: Belleville Chamber

ADDRESS: Po Box 392

CITY: Belleville ZIP CODE: 53508

HOME TELEPHONE: 608-438-4472

WORK TELEPHONE: 608-527-5252

CELL TELEPHONE: _____

WHAT AREA AND WHAT PARK DO YOU WISH TO USE?

Community Sugar Blaser Greenview

Library

(Circle one and mark area on map)

WHAT TIMES DO YOU NEED THE PARK? (I.e. 9:00 a.m. to 10:00 a.m) 8:00 a.m. to 6:00 p.m.

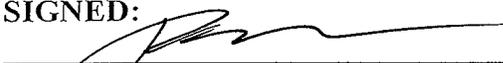
WHAT DATES DO YOU WISH TO USE THE PARK AND FOR WHAT ACTIVITY?

Saturday, October 27

UFO Day

A Security Deposit of \$100.00 will be requested at the time of your reservation. Damage to parks will not be tolerated. You will be charged your security deposit if damage occurs.

I have read, understand and agree with the park rules

SIGNED: 

DATE 9/28/12

MUST HAVE POLICE AND PUBLIC WORKS APPROVAL PRIOR TO ISSUANCE OF PERMIT

Authorized by the following:

Village Hall _____ Date _____

Police _____ Date _____

Public Works _____ Date _____

Village Board if the whole park is requested: Date Approved _____

Parks Committee for an ongoing event: Date Approved _____

Office Use Only: Security Deposit Returned: Yes _____ No _____ Date _____

Comments:

1912

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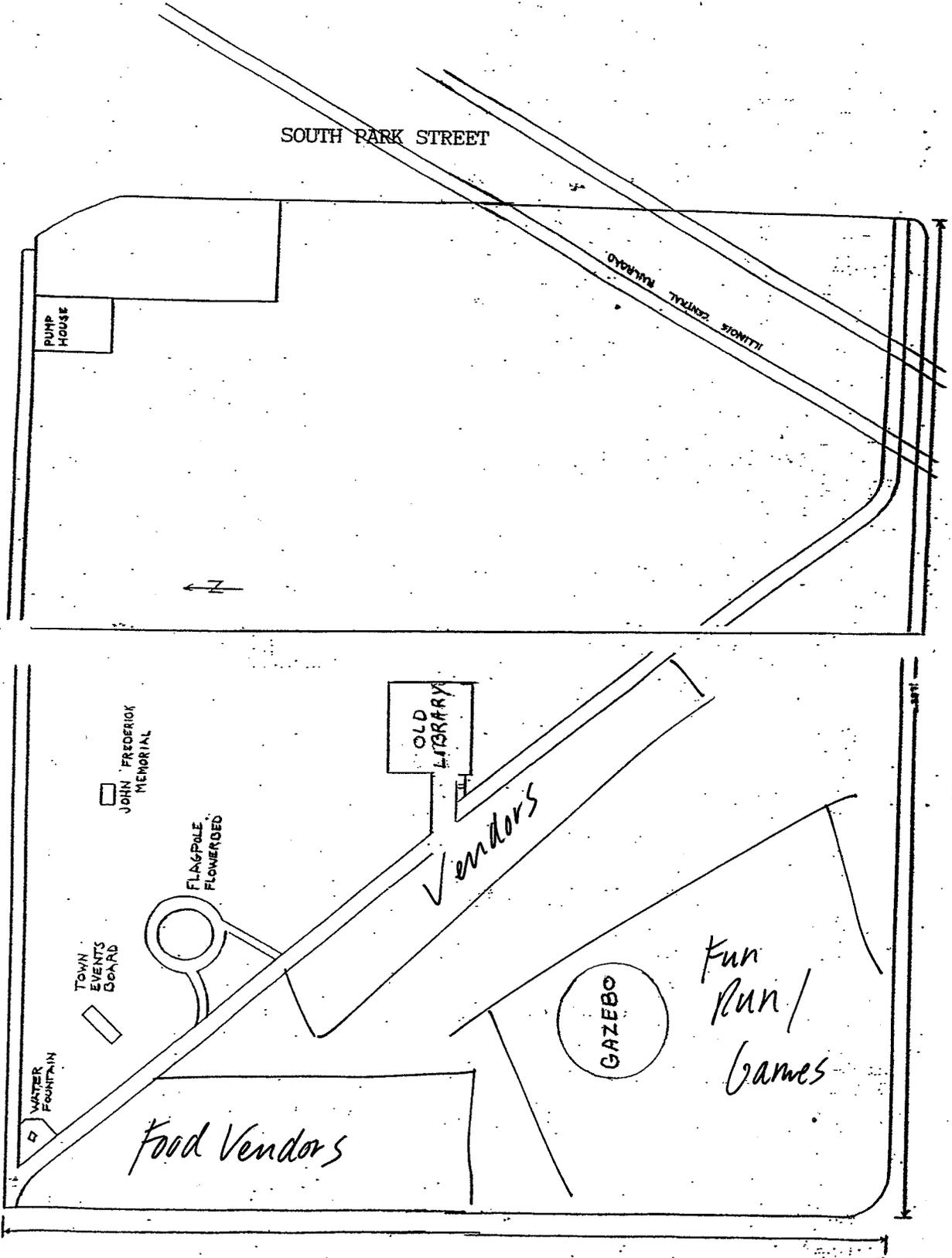
1912

1912

1912

LIBRARY PARK

EAST MAIN STREET



SOUTH PARK STREET

PUMP HOUSE

JOHN FREDERICK MEMORIAL

TOWN EVENTS BOARD

WATER FOUNTAIN

FLAGPOLE FLOWERBED

OLD LIBRARY

Vendors

Food Vendors

GAZEBO

Fun Run / Games

EAST PEARL STREET

SOUTH VINE STREET

STREET USE APPLICATION

Name/Organization: Belleville Chamber

Address: PO Box 392

Phone: 608-438-4472

Accurate description of street proposed to be used: Main St., From S. Park St.
to S. Grant St.

Description of Event: UFO Day

Person Responsible for Conducting Event: Brad Peterson

Date of Event: 10/27/12

Time of Event: 6:00 a.m. - 6:00 p.m. / Street closing 12:45 - 2:15

Please return this application to the Village Clerk.

Fee: \$10.00

Village Board Approval : _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
MONTROSE AND THE VILLAGE OF BELLEVILLE**

Village of Belleville/Town of Montrose-This is an Intergovernmental Agreement (“Agreement”) made and entered into this _____ day of _____, 2011, by and between the Town of Montrose, a municipality located in Dane County, Wisconsin, (“Town”) and the Village of Belleville, a municipality located in Dane and Green Counties, Wisconsin, (“Village”).

RECITALS

1. The Town and the Village have enjoyed a good relationship over the years. The Town and the Village believe that entering this Agreement will preserve the existing good relationship and provide greater certainty with respect to joint planning in the future.
2. The Town and Village agree that the Joint Planning Area provided for in this Agreement will eventually develop at an urban scale, and that development in the Joint Planning Area should be served by a full range of urban services, including municipal water and sewer services. The Town does not believe it is economical for the Town to provide a full range of urban services to high-density urban development. Therefore, the Town and Village agree to provide for the joint planning of the Joint Planning Area pursuant to this Agreement.
3. Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. Successful implementation this Agreement will enable the Village confidently to plan for the future extension of public infrastructure improvements into, and annexation of, the Joint Planning Area. The timely extension of such public infrastructure, and the orderly phasing of urban growth and development, will be greatly enhanced by such joint planning.
4. The Town and the Village agree that the farmland located outside the Joint Planning Area in the Town is an irreplaceable resource which provides food and fiber for basic maintenance of the economy. Market forces, unguided by land use planning, may impinge on the viability of farming by introducing incompatible residential and commercial uses in the vicinity of farm operations. Further, inappropriate residential growth may cause the value of farmland to increase to the point where farmers make an economic decision to abandon farming, which causes the withdrawal of valuable land from production. The Town and the Village expressly intend to use this Agreement to prevent annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses.

47 **AGREEMENT**

48

49 **SECTION 1: JOINT PLANNING**

50

- 51 1.1 **Joint Planning Committee:** The Town and the Village do hereby formalize their
52 commitment to joint planning by establishing a Joint Planning Committee (“JPC”) to
53 address land use and planning issues affecting both the Town and Village, as set forth
54 herein.
- 55 1.2 **Joint Planning Area:** The Town and Village do hereby create a Joint Planning Area
56 (“JPA”) consisting of the Town territory described in Appendix A.
- 57 1.3 **Rural Preservation Area:** The Town and Village do hereby create a Rural Preservation
58 Area, consisting of the Village’s entire extraterritorial plat approval jurisdiction outside of
59 the Joint Planning Area.
- 60

61 **SECTION 2: ESTABLISHMENT OF JOINT PLANNING COMMITTEE (“JPC”)**

62

- 63 2.1 **Establishment of Joint Planning Committee.** The Town and the Village do hereby
64 create a Joint Planning Committee (“JPC”) to serve as a recommending body to the Town
65 Board, Town Land Use Committee, Village Board, and Village Planning Commission for
66 the purposes set forth in this Agreement.
- 67 2.2 **Nature of JPC.** The JPC shall serve in an advisory capacity to the Town Board and Town
68 Land Use Committee, Village Plan Commission and Village Board, with respect to those
69 joint planning activities provided for in this Agreement.
- 70 2.3 **Membership:** The JPC shall consist of six (6) members, three (3) of whom are appointed
71 by the Town Chairperson subject to confirmation by the Town Board and three (3) of
72 whom are appointed by the Village President subject to confirmation by the Village Board.
73 Village members shall be Village residents, and Town members shall be Town residents.
- 74 2.4 **Appointments, Term:** Initial appointments for the Town’s delegation shall be for a term
75 of one (1) year for one member, two (2) years for one member and three (3) years for the
76 third member, and for the Village’s delegation, the appointment shall be for a term of one
77 (1) year for one member, two (2) years for one member and three (3) years for the third
78 member. Initial appointments shall be deemed made as of June 1 of the year made.
79 Following initial appointments, appointments to fill vacancies resulting from expired terms
80 shall be made in May of each year. Following initial appointments, subsequent
81 appointments to fill vacancies resulting from expired terms shall be for terms of three (3)
82 years.
- 83 2.5 **Vacancy:** A vacancy shall be created if a JPC member’s residency terminates during the
84 term of appointment, or if the position is otherwise vacant due to resignation, failure to
85 attend three consecutive meetings, or by removal by majority vote of the governing board
86 that appointed such member. Vacancies shall be promptly filled for the unexpired term in
87 the same manner as the original appointment and successors shall serve the remaining term.
- 88 2.6 **Officers:** There shall be a chairperson and vice chairperson of the JPC, selected by
89 majority vote of the JPC. The chairperson for the JPC shall alternate from the Town to the
90 Village on an annual basis. In the first year the chairperson shall be selected from the
91 Village of Belleville representatives. The vice chairperson shall be from the community
92 that is not serving as the chairperson. The chairperson and vice chairperson shall be

93 selected by the JPC annually on the third Tuesday of June. A member or non-member of
94 the JPC shall be appointed secretary by the JPC, with the secretary's per diem to be
95 established by the JPC, subject to approval by the Town and the Village, and paid equally
96 by the Village and the Town.

97 2.7 **Meetings:** Meetings shall be conducted by the chairperson. In the chairperson's absence,
98 meetings shall be conducted by the vice chairperson. Meetings of the JPC may be called
99 by the chairperson of the JPC, the Town Chairperson, or the Village President. The JPC
100 shall meet on the third Tuesday of the month unless the chairperson determines that another
101 meeting date is needed for scheduling reasons. The JPC shall meet at least annually. The
102 meeting location shall be the chair's municipal building. Members shall receive per diems
103 as determined by the community that the member represents. The JPC's recommendations
104 shall be made as determined by simple majority. If there is no majority on a particular
105 issue, the report back to the Town and Village Boards shall state that the JPC is divided and
106 unable to make a recommendation. Meetings shall be noticed and conducted in accordance
107 with the Wisconsin Open Meeting Law.

108 2.8 **Cost Sharing:** Any outside consultant costs or fees (including but not limited to joint
109 engineering, planning or legal) to be incurred by the JPC must be pre-approved by the
110 Town Board and Village Board. Such pre-approved costs will be shared proportionally
111 based on the equalized value of the Town and Village. Neither the Town nor the Village
112 shall be responsible for paying costs that have not been pre-approved.

113 2.9 **Duties of Joint Planning Committee:** As set forth below, the JPC's responsibilities shall
114 include: cooperative planning in the Joint Planning Area pursuant to this Agreement;
115 advising the Town and Village on land use decisions in the Rural Preservation Area
116 pursuant to this Agreement; periodic review of this Agreement; and, such other planning
117 issues as are assigned from time to time to the JPC by both the Town and Village.

118 2.9.1 **Review Land Use Decisions in the Rural Preservation Area:** In order to further a
119 cooperative approach and promote the planning goals of each community, the JPC shall
120 serve as an advisory body to the Town Board and Village Board with respect to
121 development in the Rural Preservation Area. To that end, the following issues shall be
122 referred to the JPC for its review and recommendation prior to final action by either the
123 Town Board or Village Board; *provided, however*, if the JPC does not meet within forty-
124 five (45) days of referral, or make a recommendation within _____ days of referral, the
125 Town and Village may proceed without a recommendation from the JPC: The division,
126 rezoning, or annexation of land within the Rural Preservation Area; amendment of the
127 Town of Montrose Comprehensive Plan relating to or affecting the Rural Preservation
128 Area; or the construction of a new road or alteration of an existing road within the Rural
129 Preservation Area.

130 2.9.2 **Joint Planning Area Comprehensive Plan:** The JPC shall prepare a recommended Joint
131 Neighborhood Plan for the Joint Planning Area, for the Village and Town to consider
132 incorporating in their respective Comprehensive Plans pursuant to Wis. Stat. sec. 66.1001.
133 The Joint Neighborhood Plan shall, at a minimum, include a future land use map for the
134 Joint Planning Area, prohibit any change in zoning or land division in the Joint Planning
135 Area that is inconsistent with the Neighborhood Plan, and prohibit any change in zoning or
136 division of land in the Joint Planning Area unless such land is first annexed to the Village.

137 2.9.3 **Consider need for joint municipal services.** Both the Town and the Village are
138 committed to providing necessary municipal services efficiently and effectively, and wish

139 to explore whether jointly providing services will be more beneficial than providing the
140 same services separately. The JPC shall review the current services provided by the
141 Village, the Town and/ or joint service providers in which the Town and/or Village
142 participate and shall consider whether any services overlap, and recommend whether
143 services could be more effectively or more efficiently be provided jointly. Reports and
144 recommendations from the JPC on joint municipal services shall be made to the Town
145 Board and Village Board on an as needed basis or as requested by the Town Board and/or
146 Village Board.

147 **2.9.4 Periodic review of agreement and joint planning areas.** This Agreement and the
148 designation of the Joint Planning Area shall be reviewed by the JPC on no less than an
149 annual basis, and summary recommendations shall be provided to the Town Board and
150 Village Board within sixty (60) days thereafter. The JPC shall also conduct such a review
151 within sixty (60) days of a request from either the Town Board or Village Board.

152 **2.9.5 Other duties as assigned.** In addition to the duties described above, the JPC shall also
153 perform such duties as may be assigned to it from time to time jointly by both the
154 governing boards of the Town and the Village.

155 **SECTION 3: LAND USE DECISIONS AND FUTURE ANNEXATIONS AND SERVICES** 156 **WITHIN THE JOINT PLANNING AREA**

157 **3.1** This agreement recognizes that land use incompatibility problems may arise when new
158 residential development is established adjacent to pre-existing agricultural operations. The
159 Village and Town shall require their respective development agreements for new platted
160 residential areas to contain developer's standards to inform buyers of newly platted lots the
161 potential noise, odor, dust, or machinery traffic problems that may be created by nearby
162 agricultural operations.

163 **3.2 Annexation requests in Joint Planning Area:** In the event the Village and the Town both
164 incorporate the recommended Joint Neighborhood Plan in their respective Comprehensive
165 Plans, then neither the Village nor the Town may approve any official map, rezoning,
166 conditional use permit, land division or annexation that is inconsistent with the Joint
167 Neighborhood Plan or this Agreement. In the event the Village and the Town both
168 incorporate the recommended Joint Neighborhood Plan in their respective Comprehensive
169 Plans, the Town shall not object to or otherwise challenge any Village annexation of
170 territory in the Joint Planning Area that is consistent with the recommended Joint
171 Neighborhood Plan, and the Town shall cooperate with and support any Village application
172 to amend the Dane County Area Water Quality Plan to add such territory to the Village's
173 Urban Service Area.

174 **3.3 Services provided by each community:** Except as otherwise agreed or required by law,
175 the Town and Village acknowledge and agree that each community will continue to be
176 responsible for providing services to the residents of its community.
177

178 **SECTION 4: LAND USE DECISIONS AND FUTURE ANNEXATIONS WITHIN THE** 179 **RURAL PRESERVATION AREA.**

180 **4.1** No territory in the Rural Preservation Area shall be annexed by the Village during the term
181 of this Agreement.
182

185 4.2 ~~If any lands in the Rural Preservation Area are annexed to the Village during the term of~~
186 ~~this Agreement, the Village shall pay annually to the town an amount equal to the amount~~
187 ~~of property taxes that the town levied on the annexed territory in the year in which the~~
188 ~~annexation is final, for the 5 years required under Wis. Stat. sec. 66.0217(34), plus five~~
189 ~~additional years. Notwithstanding anything else in this Agreement, the payments provided~~
190 ~~for in this section shall be the Town's exclusive remedy for Village annexation of territory~~
191 ~~in the Rural Preservation Area.~~

192 193 **SECTION 5: EXTRATERRITORIAL PLAT APPROVAL JURISDICTION**

194
195 5.1 **Extraterritorial Plat Approval Jurisdiction:** Plat approval in the Villages extraterritorial
196 plat approval jurisdiction shall be an area of joint concern. In the Village's extraterritorial
197 plat approval jurisdiction area, the following restrictions and limitations shall apply:

198 5.1.1 The Village will only exercise its extraterritorial plat approval jurisdiction authority within
199 the first one-half (0.5) mile of its one and one-half (1.5) miles extraterritorial jurisdiction.

200 5.1.2 Land divisions and zoning changes in the Village's extraterritorial plat approval
201 jurisdiction shall be consistent with the Town of Montrose Comprehensive Plan. Any
202 amendment to the Town of Montrose Comprehensive Plan relating to or affecting the
203 Village's extraterritorial plat approval jurisdiction shall be referred to the JPC for review
204 and recommendation prior to approval by the Town.

205 206 **SECTION 6: ANNEXATION MAINTENANCE OF ROADS AND AGRICULTURAL** 207 **PRACTICES**

208
209 6.1 If the Village annexes land which includes road right-of-way, but does not annex the full
210 width of the road, the Village shall negotiate, prepare and execute an Agreement specifying
211 the responsibilities for maintenance of such road in a fashion which minimizes the
212 inefficiency which otherwise might result from split responsibility for a length of roadway.

213 6.2 This Agreement recognizes that land use incompatibility problems may arise when new
214 residential development is established adjacent to pre-existing agricultural operations. The
215 Village and Town shall require developers to inform buyers of newly platted lots of the
216 potential impacts of noise, odor, dust, machinery, or traffic that may result from nearby
217 agricultural operations.

218 219 **SECTION 7: DANE COUNTY ACTIONS**

220
221 7.1 The parties recognize that Dane County has certain authority in land use planning and
222 regulation which neither party can control. However, each party agrees to oppose actively
223 any decisions or actions by Dane County which are inconsistent with the provisions of this
224 Agreement, or with their respective Comprehensive Plans.

225 226 **SECTION 8: GENERAL PROVISIONS**

227
228 8.1 **No third party beneficiary:** This Agreement is intended to be solely between the Town
229 and the Village. Nothing in this Agreement accords any third party any legal or equitable
230 rights whatsoever. A non-party shall not have standing to enforce this Agreement.

- 231 8.2 **Enforcement:** This Agreement is intended to provide each party with the right and
232 standing to challenge by court action (including action by *certiorari* or otherwise to declare
233 a governmental act invalid) any act of the other party that violates this Agreement. This
234 Agreement is intended to provide each party with the right and standing to seek any
235 available legal or equitable remedy to enforce or seek damages for the breach of this
236 Agreement. In any action concerning an alleged violation of this Agreement, the prevailing
237 party shall be entitled to recover from the other party its reasonable costs and expenses of
238 litigation, including reasonable attorneys' fees.
- 239 8.4 **Amendment:** This Agreement may be amended or terminated at any time by written
240 agreement by the governing bodies of both parties.
- 241 8.5 **Complete agreement:** This Agreement represents the entire integrated agreement between
242 the parties and supersedes all prior negotiations, representations or agreements, either
243 written or oral
- 244 8.6 **Enforceability:** The parties have entered into this Agreement under the authority granted
245 by sections 66.0301 and 62.23 (7a) of the Wisconsin Statutes. Its enforceability will not be
246 affected by changes in the forms of Town or Village government, or changes in elected
247 officials. The parties agree that this Agreement shall be construed so as to be binding on
248 their respective successors, agents and employees.
- 249 8.7 **No waiver:** The failure of any party to require strict performance with any provision of
250 this Agreement, will not constitute a waiver of the provision or of any of the parties' rights
251 under this Agreement. Rights and obligations under this Agreement may only be waived or
252 modified in writing. A writing waiving a right must be signed by the party waiving the
253 right. If an obligation of a party is being waived or released of one obligation, it will not
254 constitute a waiver or release of any other right or obligation of any party. Waivers and
255 releases will affect only the specific right or obligation waived or released and will not
256 affect the rights or obligations of any other party that did not sign the waiver or release.
- 257 8.8 **Performance standard:** This Agreement requires the parties to act or to refrain from
258 acting on a number of matters. The parties hereby acknowledge that this Agreement
259 imposes on them a duty of good faith and fair dealing.

260
261 **SECTION 9: EFFECTIVE DATE AND TERM OF THE AGREEMENT**
262

- 263 9.1 This Agreement shall be effective upon the first date set forth above. This Agreement shall
264 terminate at 11:59 p.m. on the tenth (10th) anniversary of said effective date.
265 Notwithstanding the foregoing, if the JPC does not recommend a Joint Neighborhood Plan
266 for the Joint Planning Area, and the Village and Town do not incorporate such Joint
267 Neighborhood Plan into their respective Comprehensive Plans, pursuant to Section 2.9.2 of
268 this Agreement, by the 1st anniversary of the effective date, then this Agreement shall
269 terminate at 11:59 p.m. on the 1st anniversary of said effective date.
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1. APPENDIX A

JOINT PLANING AREA DESCRIPTION

The boundary to which the Village can expand is: **(A more accurate description will have to be developed and it will likely be simpler to follow property boundary lines)**

A line starting at the intersection of Little Lakes Road and HWY 69, proceeding north along HWY 69 to the northern boundary of the Raymond Zweifel property, extending east to the bicycle trail, extending south along the bicycle trail until it intersects with the Belleville USA line, following the USA line south (bump east of Remy Rd. across from Sugar River Park) until reaching the Dane/Green County Line, proceeding west along the Dane/Green County line until it intersects with the eastern boundary of the USA, proceeding west and then north along the boundary of the USA until it intersects with the Sugar River, proceeding along the southern boundary of the Sugar River until it intersects with a line parallel with Little Lakes Road, extending along a line extended parallel and west from Little Lakes Road and finally extending along Little Lakes Road until it intersects with HWY 69.

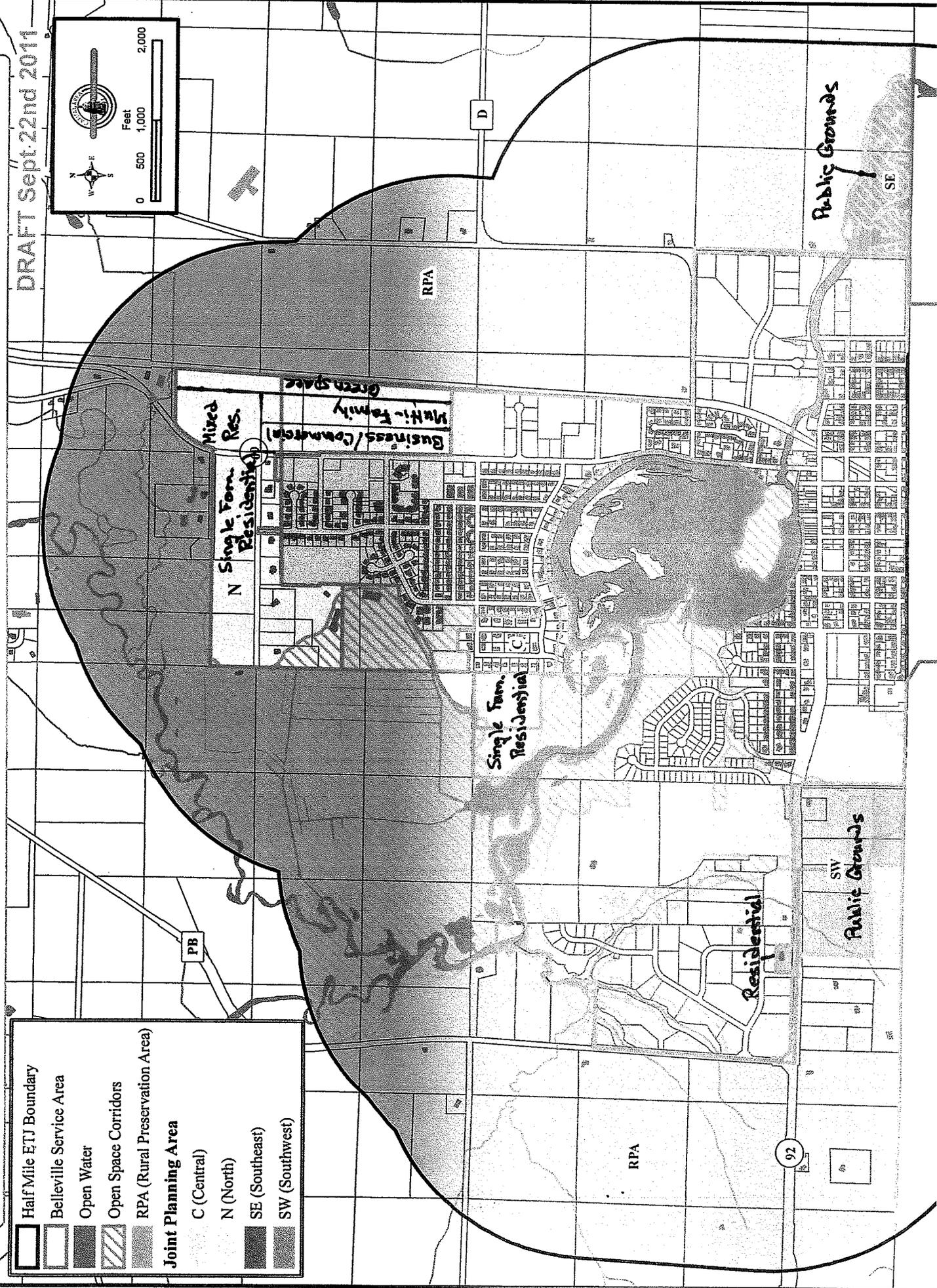


Intergovernmental Agreement Between The Town of Montrose and The Village of Belleville: 2011

DRAFT Sept 22nd 2011

	Half Mile ETJ Boundary
	Belleville Service Area
	Open Water
	Open Space Corridors
	RPA (Rural Preservation Area)
Joint Planning Area	
	C (Central)
	N (North)
	SE (Southeast)
	SW (Southwest)

Feet
0 500 1,000 2,000



**BELLEVILLE PLAN COMMISSION
REGULAR MEETING MINUTES**

WEDNESDAY, SEPTEMBER 12, 2012

7:00 p.m.

Belleville Village Hall, 24 West Main Street

Chairman Terry Kringle called the meeting to order. Members present were: Donna Moore, Tyler Kattre, Gary Ziegler, and Ben O'Brien. Absent: Larry Enlow and Stewart Relyea. Professional staff present: Bill Preboski.

Terry Kringle suggested dispensing of the reading of the minutes from the July 11, 2012 meeting, and accept as printed. Motion to approve minutes as written by Donna Moore, 2nd by Tyler Kattre. Minutes approved.

Visitors: None

The next meeting will be Wednesday, October 10, 2012.

NEW BUSINESS

1. Review Village Wide Design Guidelines and Village of Belleville Landscaping Guidelines for inconsistencies between the two documents.
- a. Landscaping requirements:
 - i. After clarification of what impervious area is, and how it is used in determining stormwater utility charges, the Plan Commission decided to suggest to the Board that it be a requirement that the Landscape Plan Worksheet shall include a requirement that an area equal to not less than 10% of the total impervious area be landscaped. Motion by Ben O'Brien, 2nd by Gary Ziegler. Motion passed unanimously.
 - ii. Add the word "impervious" to the surfaced area language on the Landscape Plan Worksheet. This brings the Landscape Plan Worksheet requirements in line with Ordinance 10-1-92(e)(1) [615-38E(1)] of the Village Wide Design Guidelines. Motion made by Tyler Kattre, 2nd by Ben O'Brien. Motion passed unanimously.
 - b. The requirements for parking lot screening next to residential areas are currently 3.5' in the Belleville Landscape Guidelines, but 5' in the Village Ordinance 10-1-92(e)(4). The Plan Commission recommends changing the Belleville Landscape Guidelines to conform to the Village Ordinance 10-1-92(e)(4) [615-38E(4)]. Motion by Tyler Kattre, 2nd by Gary Ziegler. Motion passed unanimously.
 - c. The requirement for minimum width of curbed islands in the Village Wide Design Guidelines is currently 4', and differs from the Belleville Landscape Guidelines, which is 5'. The Plan Commission recommends changing the Belleville Landscape Guidelines to conform to the Village Wide Design



Guidelines. Motion made by Gary Ziegler, 2nd by Tyler Kattre. Motion passed unanimously.

2. Review Industrial and Business Park Zoning for permitted, conditional and non-permitted uses. – The Plan Commission recommends adopting the proposed changes to Sec. 10-1-44 Permitted Uses – Commercial Districts. (see K:/Plan Commission/Agendas and Minutes/2012/09 09 12 suggested changes to zoning tables. Proposed changes in red). Motion to adopt changes by Tyler Kattre, 2nd by Ben O'Brien. Motion passed unanimously.

CONTINUED BUSINESS

1. Proposal for Intergovernmental Agreement between the Village of Belleville and the Town of Montrose. A meeting between the Village of Belleville and the Town of Montrose was held on September 10, 2012. Language for a draft agreement was agreed on. The proposed draft will be taken to the Plan Commission and the Belleville Village Board.
2. Proposal for 10-6-4 – Unincorporated Areas within Extraterritorial Plat Approval Jurisdiction. Plan Commission will wait for an approved Intergovernmental Agreement between the Village of Belleville and the Town of Montrose before further discussion of this topic.

**Motion to adjourn by Donna Moore, 2nd by Larry Enlow. Motion carried.
Meeting adjourned 8:10 p.m.**

Submitted, Donna Anderson

BID TALLY

Tree Removal / Maintenance RFPs
 Village of Belleville
BID OPENING DATE: October 12, 2012

CONTRACTOR	BID AMOUNT – Base Bid A – Terrace Trees	BID AMOUNT – Base Bid B – Park Trees	TOTAL Terrace Trees	TOTAL Park Trees	INSURANCE
Capital Tree Experts	\$33,299.80 removal \$ 4,759.50 stumps	\$11,964.00 removal \$ 1,710.00 stumps	\$38,059.30	\$13,674.00	Yes
T & T Tree Service	\$33,400.00 removal \$ 8,350.00 stumps	\$12,000.00 removal \$ 3 000.00 stumps	\$41,750.00	\$15,000.00	
Whitney Tree Service	\$41,750.00 removal \$ 5,010.00 stumps	\$15,000.00 removal \$ 1,800.00 stumps	\$46,760.00	\$16,800.00	Yes
Wolfe Tree Service	\$33,400 removal \$ 5,010 stumps	\$12,000 removal \$ 1,800 stumps	\$38,410.00	\$13,810.00	Email

P.O. Box 473
2827 6th St.
Monroe, WI 53566



Tanna McKeon, Director
608-328-9416 Fax: 608-328-9414

August 22, 2012

To: All Emergency Management Partners

From: Tanna McKeon, Director

Incident Command Classes will be held locally this fall! Classroom trainings for ICS 700 and 100 will be offered September 26, and ICS 300 on Thursday evenings from October 11-Nov. 1 and during the day on Nov. 28-29. There is no charge for the classes. I must have 20 students per class or they will be canceled, so please take advantage of this training and register early. More information is on the next page.

Since 2001, minimum standards of training have been mandated by NIMS (National Incident Management System). These standards were established to ensure that responders and other officials respond during large emergencies/disasters in a consistent and effective manner. Core Incident Command courses have been identified that first responders, elected officials and other governmental agencies need to take.

Since this training has been ongoing since 2001, most of the required agencies and personnel have taken this training. However, you may have new personnel or those who have not taken the training yet. **We ALL need to ensure that we have this training, as annual ICS training compliancy reports are made to FEMA. NIMS compliancy is still tied to receiving emergency preparedness grants that our first responders and other agencies depend on to obtain emergency equipment and other resources needed. These grants can be denied if this training is not being taken by the required agencies and personnel.**

All first responders, regardless of rank, all elected officials, department heads, etc. are required to take NIMS 700 and ICS 100 (ICS 200 is also required, but will be offered at another time). Although these can be taken on line, taking it in the classroom is much better and the instructor will demonstrate how ICS is established and used in large or small emergencies. The instructor has taught this in Grant County and it has been found to be very effective and students grasp the concepts of ICS much better. In order to get certificates students will still need to take the test on line; however the instructor will review this with you in the class. You can also attend the class if you want a refresher in ICS 100.

Personnel required to complete ICS 300 are chiefs, and other high ranking persons such assistant chiefs, captains, lieutenants, supervisors, elected officials, such as mayors, administrators, village presidents or other people you would appoint to work in an EOC (emergency operations center). This is only offered in a classroom setting. This past June I sent out NIMS training guidance, please contact me if you need another copy or have questions about the training needed.

Register for these classes on line using Wisconsin Emergency Management's training portal at <https://www.trainingwisconsin.org/index.aspx>. If you haven't registered for an account you will need to do that first, and then register for the classes. To establish an account click on "create an account" found at the top of the page. To register for a class click on "schedule" and you can view the trainings by list or calendar views. If you need help, please call me.

Class Offerings:

ICS 700 and 100

ICS 100 and 700 Course Objectives:

- Learn the basics of the National Incident Command System
- Learn how ICS and NIMS works to make responses more efficient
- Describe the intent of NIMS
- Describe the key concepts and principles underlying NIMS
- Describe the purpose of the NIMS Components including: Preparedness, Communications and Information Management, Resource Management, and Command and Management
- Describe the purpose of the National Integration Center

Two classes are offered:

September 26, 2012 Please register by September 19, 2012
at the Monroe Fire Department - Station #1 601 W 17th St.

1:00-3:30pm **OR** 6:00-8:30 pm

Instructor: Julie Loeffelholz, Deputy Director, Grant County Emergency Management Office

ICS 300

This course provide training on resources for personnel who require advanced application of the Incident Command System (ICS). This course expands upon information covered in the ICS-100 and ICS-200 courses.

Prerequisites & Other Information:

- IS-700 (Introduction to NIMS)
- ICS-100 (Introduction to ICS)
- ICS-200 (Basic ICS).

Two classes are offered:

Thursday evenings, October 11, 18, 25 and November 1, 2012 (students must attend all 4 evenings)

5:30 – 9:30 pm please register by October 1, 2012
at Green County EMS 1821 12th Street, Monroe

Instructors: Capt. Bill Tyler (City of Beloit PD) and Julie Loeffelholz

OR

November 28-29, 8:30 am – 5:00 pm (students must attend both days)

Please register by Nov. 16, 2012

At the Green County Justice Center 2841 6th St., Monroe

Instructors: Capt. Bill Tyler and Kent Anderson, retired MATC fire instructor and New Glarus FD

April Little

From: registration@TrainingWisconsin.org
Sent: Friday, September 21, 2012 3:42 PM
To: April Little
Subject: Registration Confirmation

This is a system generated email. Please do not reply to it as your reply will not be read.

Your registration for ICS-300: Intermediate Incident Command System for Expanding Incidents on 11/28/2012 - 11/29/2012 at Green County Justice Center, 2841 6th St. , 53566 has been approved.

If you have any questions regarding the class, you may contact:
Tanna McKeon
tmckeon@greensheriff.com

Village of Belleville, WI**CLIENT LIAISON:**

Kevin Lord, P.E., R.L.S.

Phone: (800) 446-0679

Cell: (608) 712-2563

klord@msa-ps.com

DATE:

September 20, 2012

SERVICE DATES:

August 12, 2012 – September 15, 2012

R00372047 – BELLEVILLE FORMER LIBRARY 2012 MAINTENANCE IMPROVEMENTS

Carter Arndt reviewed the project and the project has been completed to the provisions of the plans and specifications. The Contractor has addressed the punchlist items noted and the project can be closed out.

R00372049 – VILLAGE OF BELLEVILLE 2012 GENERAL ENGINEERING**PHASE 100 – GENERAL MUNICIPAL**

Lou Rada completed updates to the maps as noted when reviewed by April Little and Kevin Lord. Kevin requested the final Cad map for Shamrock Phase 2 from the developer to include on the final maps. Final maps still need to be printed and given to the Village. April requested a small version of the address map that could be copied and provided for residents at the front desk of Village Hall.

Kevin Lord attended a brief Public Works meeting and the Village Board Meeting on August 20th in regards to the award of the Serv-Us Street project. Kevin discussed the reasons to approve with the bid alternatives to update the water and sanitary utilities within the project limits.

Kevin Lord provided an estimate for the reconstruction of the Main Street terrace based on a previous walk through of the site with Jerry Butts. The estimate included options for colored concrete in the terrace as well as accents at the intersections. It was requested at the Public Works meeting to adjust the cost to not include the Main Street intersection with STH 69 due to upcoming planned work with DOT and provide a couple of exhibits showing the downtown with the planned construction. The cost estimate was revised and provided electronically to Gary Ziegler while the exhibits are being drafted. Follow up will occur at the next Public Works meeting.

Kevin Lord attended the Public Works meeting on August 27th to discuss ongoing and upcoming projects. The main points of discussion was the meeting that Jerry Butts had with the DOT in which the DOT is planning construction of STH 69 in the Village in 2016 in which utility upgrades should be considered in conjunction with the DOT project. The other item discussed was the reconstruction of the Main Street terrace and the cost estimates that were provided.

Kevin Lord provided Jerry Butts with the final pay request for the Far West Side Sanitary Interceptor Project A. MSA was waiting for final lien wavers for the project that were electronically provided. MSA reviewed the pay request briefly which was releasing the final retainage for the project.

PROJECT UPDATE

R00372051 – VILLAGE OF BELLEVILLE – SERV-US STREET STORM WATER IMPROVEMENTS

Additional permit items requested by the DNR were provided. Kevin Lord set up a pre-construction meeting date and sent the invitations to the Contractor and utility companies. Contracts are being routed for the project.

