

VILLAGE OF BELLEVILLE  
REGULAR MEETING of the VILLAGE BOARD  
**Monday, April 1, 2013 at 7:00 P.M.**  
Village Hall - 24 West Main Street

**AGENDA**

1. Call Meeting to Order
2. Roll call by Clerk
3. Posting of Open Meeting Notice
4. Visitors Who Would Like to Speak Now
5. Visitors Who Would Like to Speak On an Agenda Item
6. **Consent Agenda:**
  - a. Approval of Minutes - March 18, 2013 Village Board Special Meeting
  - b. Approval of Bills for March 2013
7. Committee Reports
8. President's Report –
9. Administrator/Clerk/Treasurer's Report –

**ACTION REQUIRING A VOTE MAY BE TAKEN ON  
ANY OF THE FOLLOWING ITEMS**

10. **Unfinished Business:**
  - a. Proposed Adoption of Intergovernmental Agreement with Town of Montrose
  - b. Lake / Pedestrian Bridge Projects Update & Issues
    - i. Lakefest 2013
  - c. Hiring Process for Police Department Officers
  - d. Proposal for Land Donation in Downtown District
11. **New Business:**
  - a. Parking along Federal Avenue
  - b. Proposal for Fire Call Payments
  - c. Proposal for Water Rate Increase
  - d. Proposed Updates for Policy Manual

12. **Adjourn to Closed Session** for Discussion of Police Committee Recommendations Regarding Hiring of Police Officers, per 19.85(1)(c) - Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

13. **RECONVENE TO OPEN SESSION** for possible action on items discussed in closed session

14. **Other Business:**

- a. Correspondence
- b. Announcements –
- c. Future Meeting Dates
- d. Questions and Items for Referral

15. Adjournment

*-By Howard Ward, Village President*

---

**The Village of Belleville complies with the Americans with Disabilities Act (ADA):**

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please contact the person below at least two business days prior to the meeting.

Si necesita un interprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuniquese al numero de telefono que figura a continuacion dos dias habiles como minimo antes de la reunion.

**Contact:** April Little, Village Administrator, 24 W. Main Street  
608.424.3341  
alittle@villageofbelleville.com

**Final agenda will be posted by 4 p.m. Friday preceding the meeting at these locations:**  
Union Bank & Trust Co (UB&T), Sugar River Bank, Village Hall, Library, Village of Belleville Web site.

MINUTES OF SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING  
HELD MONDAY, **MARCH 18, 2013** AT  
7:00 P.M. VILLAGE HALL - 24 WEST MAIN STREET

1. Call to order - The meeting was called to order by Village President Howard Ward at 7:00 PM.
2. Roll call by Clerk – Trustees present were: Ben O'Brien, Howard Ward, Bonnie Wilcox, Daniel Rung, and Deb Kazmar. Absent: Tyler Kattre and Gary Ziegler  
  
Also present: Heather Acker and Vicki Hellenbrand from Baker Tilly (Village Auditors); Debbie Bongard; Thomas Jelle, Richard Miller, Michael Parkin, and Roger Hillebrand
3. The Clerk stated that the meeting has been noticed as required by law.
4. **Visitors Who Would Like to Speak Now** – Debbie Bongard and Thomas Jelle spoke about plowing problems by Federal Avenue/McCormick. Federal Industries has a parking lot but employees are parking on the street instead. Vehicles are blocking the streets so proper plowing cannot be done. They had problems with their basement flooding. The neighbors asked whether they could go talk to Federal; nothing prohibits this. Parking on both sides of the street and blocking the hydrant compounds the problem. Chief Eichelkraut said he hadn't heard of the problem before. Employees are parking on street instead of the lot to avoid the heavy traffic on the highway. Both day and night shifts park along the street. Ample parking is in their lot. President Ward will call Federal and department heads will discuss further.
5. Visitors Who Would Like to Speak On an Agenda Item - None
6. **Consent Agenda:** *Trustee Wilcox made a motion to approve the consent agenda as presented; seconded by Trustee Kazmar. Motion carried.*
  - a. Approval of Minutes - March 4, 2013 Village Board Regular Meeting
  - b. Approval of Bills for March 2013 to Date
  - c. Approval of Treasurer's Reports for February 2013 (General)
  - d. Approval of Treasurer's Reports for January 2013 (Utilities)
7. Committee Reports – No discussion.
8. President's Report – No discussion.
9. Administrator/Clerk/Treasurer's Report – No discussion.
10. **Unfinished Business:**
  - a. Proposed Adoption of Intergovernmental Agreement with Town of Montrose – Tabled.
  - b. Lake / Pedestrian Bridge Projects Update & Issues – No discussion.
    - i. Lakefest 2013 – Next meeting is April 10 at 5:30 PM.

- c. Hiring Process for Police Department Officers – Closed session discussion.
- d. **Proposal for Land Donation in Downtown District** – President Ward and April Little spoke with DNR brownfield experts on liability and cleanup issues for blighted properties. More discussion will be held at CDA.

**11. New Business:**

- a. **Presentation of 2012 Audit Report by Baker Tilly** – Heather Acker (Village Funds) and Vicki Hellenbrand (Utilities Funds) presented 2012 audit findings. Acker: The General Fund has a large portion in “nonspendable” funds, because the monies are “loaned” to other Village funds. In particular to the TIF funds, Waste Management funds, and Stormwater funds. Eventually, loaned funds should come back to General Fund.

“Committed” funds are set aside for carryovers. The “unassigned” portion of fund balance has shrunk from the previous years’ portion. At about 10.78 percent, this is considered low as it has dipped just below GFOA recommendations. The total fund balance has not declined; the portions have just shifted from unassigned to nonspendable. The percentage will reverse as other funds see a more positive balance.

Library, Debt Service funds, and Lake Restoration fund balances are as expected. Significant debt payments that are coming due are dragging down the TIF fund balances. Waste Management and Cemetery fund balances have been consistent. Capital Projects fund balance will be zeroed out with the short term borrowing. However, this borrowing is not included in the reserve and so will not impact the overall fund balance.

The Village’s debt limit percentage is around 76 percent, which is fairly high but not uncommon with newer TIF districts. The percentage should shrink with debt payments, but equalized values have been dropping. Debt service is a bit higher than some other comparable communities. The Village is at 58 percent of taxes as a portion of revenue, which is in line with other communities. “Other Revenues” includes transfers between funds and is nothing major to be concerned about.

Hellenbrand: She reported that there was a small spike in residential in water residential sales last year. There was a rate increase in 2010, creating a spike. The Village requested to be allowed a smaller rate of return to minimize impact to rate payers (customers). The Village can do a simplified rate increase for cost of living increases at 3 percent. She would recommend this again in 2013. Cash flow is tight.

Sewer rates are falling short of cash flow; debt service is the reason. Cash reserves are down. The Village Board made a conscious choice to use reserves, but they will run out of the capability to meet the minimum target. Most expenses are fixed in nature. Water has a small amount of cash available for capital items because of more sales and the rate increase’s impact. The number is “livable” at \$53,941. Sewer had negative cash at \$110,965, which has depleted reserves. Rate increase needed to break even is 14 percent. She recommends a forecast and stepping an increase. They could also do a rate comparison with comparable communities.

- b. **Plowing of Lake/River Berm and Community Park** – A citizen contacted President Ward and said she would like to see the park and berm better plowed. The fear is damaging the berm and bridge with the plows. Bross Circle is plowed now. The berm was also viewed as part of a natural environment – it can be accessed through snow shoes and skis. Parkin suggested working with another group to have them groom it for trails, such as Dane County. It's possible for the future.

12. **Adjourn to Closed Session for Discussion of Police Committee Recommendations Regarding Hiring of Police Officers, per 19.85(1)(c)** – *Trustee Kazmar made a motion to go into closed session; seconded by Trustee Wilcox. Motion passed unanimously on a roll call vote. Police Chief Eichelkraut was also present.*

13. **RECONVENE TO OPEN SESSION** for possible action on items discussed in closed session – *Trustee O'Brien made a motion to resume; seconded by Trustee Kazmar. Motion carried.*

*Trustee Kazmar made a motion to give Chief Eichelkraut the authority to make a conditional offer to hire Taylor Steffel as a full-time officer, contingent on his passing physical and psychological tests; seconded by Trustee Wilcox. Motion carried.*

*Trustee Kazmar made a motion to move forward on the hire of up to three part-time officers, pending successful physical and psychological tests; seconded by Trustee O'Brien. Motion carried.*

14. **Other Business:**

- a. Announcements – Election April 2
- b. Future Meeting Dates – Little will check if committees can meet between April 2 and 15.
- c. Questions and Items for Referral

15. **Adjournment** – *Trustee Wilcox made a motion to adjourn; seconded by Trustee Kazmar. Motion passed unanimously. The meeting was adjourned by President Ward at @8:30 PM.*

*By April Little, Administrator/Clerk/Treasurer*

*These minutes are not official until approved by the Belleville Board of Trustees.*

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
V911	3/06/2013	ANDERSON, DONNA	916.40
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V912	3/06/2013	BEIERSDORF, VICTORIA L.	1,019.85
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V913	3/06/2013	BIGLER, JULIE L.	221.31
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V914	3/06/2013	EICHELKRAUT, WILLIAM B.	1,314.19
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V915	3/06/2013	HENDRICKSON, DARLENE M.	926.75
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V916	3/06/2013	LEHMANN, BRONNA B.	814.69
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V917	3/06/2013	LIEN, TRACY	244.37
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V918	3/06/2013	LITTLE, APRIL A. W.	1,502.41
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V919	3/06/2013	MARTIN, JEREMY A	1,391.82
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V920	3/06/2013	VEENEMAN, MICHELLE	525.76
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
V921	3/20/2013	ANDERSON, DONNA	916.40
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V922	3/20/2013	BEIERSDORF, VICTORIA L.	1,017.52
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V923	3/20/2013	BIGLER, JULIE L.	221.32
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V924	3/20/2013	EICHELKRAUT, WILLIAM B.	1,314.19
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V925	3/20/2013	GEHIN, MARY	277.05
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
V926	3/20/2013	HENDRICKSON, DARLENE M.	926.75
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V927	3/20/2013	KRINGLE, TERRY	277.05
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
V928	3/20/2013	LEHMANN, BRONNA B.	814.69
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V929	3/20/2013	LIEN, TRACY	360.41
	Manual Check	Pay period 03/04/2013 to 03/17/2013	

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
V930	3/20/2013	LITTLE, APRIL A. W.	1,502.41
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V931	3/20/2013	MARTIN, JEREMY A	1,031.63
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
V932	3/20/2013	VEENEMAN, MICHELLE	468.33
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15355	3/06/2013	BUTTS, JERRY D.	1,243.89
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15356	3/06/2013	CHRISTENSEN, JEAN M.	676.87
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15357	3/06/2013	DIEDERICH, FREDERICK H.	1,290.07
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15358	3/06/2013	FREEMAN, DEBRA	517.87
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15359	3/06/2013	HELLER, MOLLY K	193.09
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15360	3/06/2013	HULTINE, MOLLY M.	1,630.89
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15361	3/06/2013	MANKOWSKI, JAMES B.	262.09
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15362	3/06/2013	O'CONNOR, THOMAS P.	1,667.27
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15363	3/06/2013	PAULI, DAVID J.	1,389.54
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15364	3/06/2013	PELTON, TERESA A.	619.25
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15365	3/06/2013	SOLBERG, SHEREE	222.10
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15366	3/06/2013	YOUNG, TERESA M	104.13
	Manual Check	Pay period 02/18/2013 to 03/03/2013	
15367	3/20/2013	BUTTS, JERRY D.	1,243.89
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15368	3/20/2013	CHRISTENSEN, JEAN M.	912.71
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15369	3/20/2013	DIEDERICH, FREDERICK H.	1,109.12
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15370	3/20/2013	FREEMAN, DEBRA	488.44
	Manual Check	Pay period 03/04/2013 to 03/17/2013	

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
15371	3/20/2013	HELLER, MOLLY K	157.45
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15372	3/20/2013	HULTINE, MOLLY M.	1,623.18
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15373	3/20/2013	KATTRE, TYLER	346.31
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
15374	3/20/2013	KAZMAR, DEBRA	346.31
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
15375	3/20/2013	O'BRIEN, BENJAMIN M	346.31
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
15376	3/20/2013	O'CONNOR, THOMAS P.	1,217.63
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15377	3/20/2013	PAULI, DAVID J.	1,055.60
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15378	3/20/2013	PELTON, TERESA A.	628.67
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15379	3/20/2013	RUNG, DANIEL	346.31
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
15380	3/20/2013	SOLBERG, SHEREE	200.58
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15381	3/20/2013	WARD, HOWARD	484.84
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
15382	3/20/2013	WILCOX, BONNIE	346.31
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
15383	3/20/2013	YOUNG, TERESA M	133.28
	Manual Check	Pay period 03/04/2013 to 03/17/2013	
15384	3/20/2013	ZIEGLER, GARY J.	321.31
	Manual Check	Pay period 01/01/2013 to 03/30/2013	
20029	3/04/2013	BELLEVILLE POST OFFICE PAST DUE NOTICES	8.15
20029	3/05/2013	BELLEVILLE POST OFFICE VOID CHECK PER D.A.	-8.15
20030	3/05/2013	*** Test Check *** Test Check *** VOID *** VOID *** VOID *** VOID ***	0.00
20031	3/05/2013	ALLIANT ENERGY/WP&L ACCT # 366426-010	4,493.60
20032	3/05/2013	ALLIANT ENERGY/WP&L (2) ACCT # 393374-010	323.25

3/26/2013 9:54 AM

Reprint Check Register - Quick Report - ALL

Page: 4  
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20033	3/05/2013	ANGELA MORRICK FEB 19TH ELECTION	50.00
20034	3/05/2013	ASSOCIATED APPRAISAL CONSULTANTS, INC. INV # 14522	963.77
20035	3/05/2013	AT&T ACCT # 030 491 1230 001	45.16
20036	3/05/2013	BADGER TRUCK CENTER OF MADISON LLC ACCT # BB915	36.63
20037	3/05/2013	BAKER & TAYLOR INV # 2027898909	537.73
20038	3/05/2013	BELLEVILLE CHAMBER OF COMMERCE 2013 MEMBERSHIP DUES	100.00
20039	3/05/2013	BELLEVILLE MUNICIPAL WATER DEPT ACCT # 049-0101-00	1,140.13
20040	3/05/2013	BELLEVILLE MUNICIPAL WATER DEPT (2)	93.10
20041	3/05/2013	BELLEVILLE PRINTING COMPANY, INC. INV # 29580 BUSINESS CARDS - A.L.	58.50
20042	3/05/2013	BOARD OF PUBLIC HEALTH MADISON DANE COUNTY 2012 TAX ROLL	17.34
20043	3/05/2013	BOND TRUST SERVICES CORPORATION INV # 8866 REF# 36609-CP	650.00
20044	3/05/2013	BUSINESS CARD ACCT # 5472 0690 0015 2275 (UPS)	367.14
20045	3/05/2013	BUSINESS CARD (2) ACCT# 5472-0681-5737-1969	650.45
20046	3/05/2013	CHIEF SUPPLY CORPORATION ACCT # 229261	82.47
20047	3/05/2013	CITGO FLEET # 131801342	2,648.40
20048	3/05/2013	CITGO (2) FLEET # 132004243	1,056.35
20049	3/05/2013	COMMUNICATIONS SERVICE WISCONSIN LLC	300.00
20050	3/05/2013	DANE COUNTY TREASURER FEBRUARY COURT	70.00
20051	3/05/2013	DAVIDSON TITLES, INC. INV # 233004	19.99

## GENERAL FUND CHECKING

ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20052	3/05/2013	DAWN SASS FEB 19TH ELECTION	50.00
20053	3/05/2013	FOX VALLEY TECHNICAL COLLEGE COURTROOM SECURITY TRAINING	225.00
20054	3/05/2013	FRANCOIS SALES & SERVICE, INC. ACCT # 3481	89.55
20055	3/05/2013	FRONTIER (2) 608-424-3545-010165-5	230.22
20056	3/05/2013	GORDON FLESCH CO., INC. INV # 10306908	134.05
20057	3/05/2013	GORDON FLESCH COMPANY, INC. INV # 10291957 BASE CHARGE/COPIES	174.57
20058	3/05/2013	GREEN COUNTY HIGHWAY COMMISSION PROJECT 8428 SALT	5,074.16
20059	3/05/2013	GREEN COUNTY SOLID WASTE JANUARY	178.73
20060	3/05/2013	HAROLD'S EXCAVATING CO. MOVE SNOW	180.00
20061	3/05/2013	INGRAM LIBRARY SERVICES INV # 70469081	43.36
20062	3/05/2013	JANET BABLER FEB 19TH ELECTION	50.00
20063	3/05/2013	JOAN ROOT FEB 19TH ELECTION	50.00
20064	3/05/2013	JUDY MOE FEB 19TH ELECTION	50.00
20065	3/05/2013	LAMBEAU TELECOM ACCT # PW032859	29.10
20066	3/05/2013	LUCILLE O'CONNOR FEB 19TH ELECTION	50.00
20067	3/05/2013	MARY AUSTIN FEB 19TH ELECTION	50.00
20068	3/05/2013	MARY LOU BOLLIG FEB 19TH ELECTION	50.00
20069	3/05/2013	MICHELLE VEENEMAN MILEAGE REIMBURSEMENT - 2 28 12	84.75
20070	3/05/2013	MIDWEST TAPE INV # 90764168	1,081.56

3/26/2013 9:54 AM

Reprint Check Register - Quick Report - ALL

Page: 6  
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20071	3/05/2013	MILPORT ENTERPRISES, INC. INV # 229592 ALUM SULFATE	3,977.21
20072	3/05/2013	MSA PROFESSIONAL SERVICES, INC. R00372052.0 B'VILLE GEN ENGINEERING 2013	4,218.83
20073	3/05/2013	NORTH SHORE BANK,FSB MARCJ 6TH PAYROLL	250.00
20074	3/05/2013	NORTHERN LAKE SERVICE, INC. INV # 228412	250.20
20075	3/05/2013	POST MESSENGER RECORDER SUBSCRIPTION RENEWAL 3/27/14	40.00
20076	3/05/2013	PURCHASE POWER ACCT # 8000-9090-0547-6721	107.99
20077	3/05/2013	QUILL CORPORATION ACCT # C264557	113.47
20078	3/05/2013	RELIABLE OFFICE SUPPLIES ACCT # 00113659	170.44
20079	3/05/2013	SHARON FELLOWS FEB 19TH ELECTION	50.00
20080	3/05/2013	STATE OF WISCONSIN FEBRUARY COURT	280.20
20081	3/05/2013	SUGAR RIVER BANK BUTTS	200.00
20082	3/05/2013	SYLVIA ZENTNER FEB 19TH ELECTION	50.00
20083	3/05/2013	TAPCO WAYFINDING SIGNS	3,030.00
20084	3/05/2013	TASTE OF HOME BOOKS NO TAX	31.98
20085	3/05/2013	THE MINNESOTA LIFE INSURANCE COMPANY APRIL 2013 PREMIUM	423.69
20086	3/05/2013	VIRGINIA SCHENK FEB 19TH ELECTION	50.00
20087	3/05/2013	WE ENERGIES ACCT # 4623-106-234	1,971.32
20088	3/05/2013	WE ENERGIES (3) ACCT # 6227-305-139	211.29
20089	3/05/2013	WI STATE LABORATORY OF HYGIENE ACCT # 6004525	20.00

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20090	3/05/2013	WILLIAM BURCHARD FEB 19TH ELECTION	50.00
20091	3/05/2013	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC MARCH DUES # 243	79.50
20092	3/19/2013	*** Test Check *** Test Check *** VOID *** VOID *** VOID *** VOID ***	0.00
20093	3/19/2013	AFLAC ACCT # C2066	461.88
20094	3/19/2013	ALLIANT ENERGY/WP&L (3) ACCT # 167309-010	2,442.68
20095	3/19/2013	BAER INSURANCE INV # 22260 LIABILITY & W/C	11,621.00
20096	3/19/2013	BAKER & TAYLOR CREDIT # 2409498	194.67
20097	3/19/2013	BAKER TILLY VIRCHOW KRAUSE LLP CLIENT 1820229	7,929.00
20098	3/19/2013	BETTER HOMES & GARDENS BHG ANNUAL RECIPES 2012	35.91
20099	3/19/2013	BRONNA LEHMANN MILEAGE REIMBURSEMENT	57.06
20100	3/19/2013	BUCKY'S PORTABLE TOILETS, INC. INV # 37894 BIKE TRAIL THRU 4-04-13	170.00
20101	3/19/2013	BURRESON'S FOODS FOOD PANTRY MILK VOUCHERS	407.65
20102	3/19/2013	CATE MACHINE AND WELDING, INC. INV # 37484 SNOW PLOW	69.38
20103	3/19/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0001982	277.46
20104	3/19/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	283.14
20105	3/19/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015586	133.66
20106	3/19/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015388	132.19
20107	3/19/2013	CINTAS CORPORATION ACCT # 446-32222	281.88
20108	3/19/2013	CNA SURETY BOND/POLICY # 0601 61326205	200.00

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20109	3/19/2013	DANE COUNTY CHIEFS' OF POLICE ASSOCIATION INV # 303 2013 ANNUAL DUES	30.00
20110	3/19/2013	DANE COUNTY TREASURER (2) LOTTERY CREDIT PENALTY	395.52
20111	3/19/2013	FIRST SUPPLY LLC - MADISON CUSTOMER # 5004848	150.00
20112	3/19/2013	FRANCOIS SALES & SERVICE, INC. SQUAD MAINTENANCE	990.81
20113	3/19/2013	GENERAL ENGINEERING COMPANY FEB BUILDING PERMITS	87.50
20114	3/19/2013	GREEN COUNTY SOLID WASTE FEBRUARY	203.27
20115	3/19/2013	INFRA TECH INV # 1300037SERV/CALIBRATION	401.10
20116	3/19/2013	INGRAM LIBRARY SERVICES ACCT # 20N5944	13.67
20117	3/19/2013	LANTECH SERVICES, LLC INV # 61640 TERESA'S PC	340.00
20118	3/19/2013	MIDWEST TAPE INV # 90798993	595.75
20119	3/19/2013	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC INV # 4372 LAKE BELLE VIEW MONITORING	1,350.00
20120	3/19/2013	NATIONAL ELEVATOR INSPECTION SERVICES, INC. INV # 0105465 ROUTINE INSPECTION	75.00
20121	3/19/2013	NEW GLARUS HARDWARE INV # 19545 SHOVEL, SUPPLIES	48.95
20122	3/19/2013	NEWS PUBLISHING COMPANY, INC. FEB PUBLIC TEST NOTICE	177.67
20123	3/19/2013	NORTH SHORE BANK, FSB MARCH 20TH PAYROLL	250.00
20124	3/19/2013	NORTHERN LAKE SERVICE, INC. INV # 229517	83.40
20125	3/19/2013	PELLITTERI ACCT # 660665	10,441.20
20126	3/19/2013	PELLITTERI ACCT # 664244	49.50
20127	3/19/2013	PITNEY BOWES INV # 6341649-MR13	240.96

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20128	3/19/2013	PURE WATERS, LLC INV # 90732	53.00
20129	3/19/2013	QUILL CORP ACCT # C437160	152.75
20130	3/19/2013	QUILL CORPORATION ACCT # C264557	163.78
20131	3/19/2013	SUGAR RIVER BANK BUTTS	200.00
20132	3/19/2013	U.S. CELLULAR ACCT # 335032686	41.35
20133	3/19/2013	U.S. CELLULAR ACCT # 216554799	51.42
20134	3/19/2013	VISA ACCT # 2884 ANNUAL FEE	25.00
20135	3/19/2013	WALTER C. STEELE SEWER PLANT FURNANCE	231.02
20136	3/19/2013	WISCONSIN CITY/COUNTY MANAGEMENT ASSOC. 2013 WCMA DUES - APRIL	107.00
20137	3/19/2013	WISCONSIN RURAL WATER ASSOCIATION SYSTEM MEMBERSHIP RENEWAL	315.00
20138	3/19/2013	WJZ CLEANING, LLC INV # 6215 FEBRUARY CLEANINGS	240.00
20139	3/19/2013	WJZ CLEANING, LLC (2) INV # 6216 FEB. CLEANINGS	305.00
ACHAPRILHEAL	3/26/2013	HEALTH INSURANCE	16,109.40
	Manual Check	ACH HEALTH INS APRIL PREMIUM	
ACHMARCHDENT	3/06/2013	DENTAL INSURANCE	1,670.99
	Manual Check	ACH DENTAL INS MARCH PREMIUM	
Grand Total			136,573.36

GENERAL FUND CHECKING

ALL Checks

Posted From: 3/01/2013 From Account:  
Thru: 3/31/2013 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	70,679.23
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	650.00
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	10,919.89
Total Expenditure from Fund # 600 - WATER & SEWER	30,334.04
Total Expenditure from Fund # 650 - STORM WATER UTILITY	3,322.23
Total Expenditure from Fund # 720 - CMTY DEVELOPMENT AUTHORITY-CDA	1,010.00
Total Expenditure from Fund # 800 - LAKE RESTORATION	1,350.00
Total Expenditure from Fund # 900 - LIBRARY	17,733.41
Total Expenditure from Fund # 950 - CEMETERY FUND	574.56
Total Expenditure from all Funds	136,573.36



47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92

**AGREEMENT**

**SECTION 1: JOINT PLANNING**

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

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

- 2.1 **Establishment of Joint Planning Committee:** The Town and the Village do hereby create a Joint Planning Committee (“JPC”) to serve as a recommending body to the Town Board, Town Land Use Committee, Village Board, and Village Planning Commission for the purposes set forth in this Agreement.
- 2.2 **Nature of JPC.** The JPC shall serve in an advisory capacity to the Town Board and Town Land Use Committee, Village Plan Commission and Village Board, with respect to those joint planning activities provided for in this Agreement.
- 2.3 **Membership:** The JPC shall consist of six (6) members, three (3) of whom are appointed by the Town Chairperson subject to confirmation by the Town Board and three (3) of whom are appointed by the Village President subject to confirmation by the Village Board. Village members shall be Village residents, and Town members shall be Town residents.
- 2.4 **Appointments, Term:** Initial appointments for the Town’s delegation shall be for a term of one (1) year for one member, two (2) years for one member and three (3) years for the third member, and for the Village’s delegation, the appointment shall be for a term of one (1) year for one member, two (2) years for one member and three (3) years for the third member. Initial appointments shall be deemed made as of June 1 of the year made. Following initial appointments, appointments to fill vacancies resulting from expired terms shall be made in May of each year. Following initial appointments, subsequent appointments to fill vacancies resulting from expired terms shall be for terms of three (3) years.
- 2.5 **Vacancy:** A vacancy shall be created if a JPC member’s residency terminates during the term of appointment, or if the position is otherwise vacant due to resignation, failure to attend three consecutive meetings, or by removal by majority vote of the governing board that appointed such member. Vacancies shall be promptly filled for the unexpired term in the same manner as the original appointment and successors shall serve the remaining term.
- 2.6 **Officers:** There shall be a chairperson and vice chairperson of the JPC, selected by majority vote of the JPC. The chairperson for the JPC shall alternate from the Town to the Village on an annual basis. In the first year the chairperson shall be selected from the Village of Belleville representatives. The vice chairperson shall be from the community

93 that is not serving as the chairperson. The chairperson and vice chairperson shall be  
94 selected by the JPC annually on the third Tuesday of June. A member or non-member of  
95 the JPC shall be appointed secretary by the JPC, with the secretary's per diem to be  
96 established by the JPC, subject to approval by the Town and the Village, and paid equally  
97 by the Village and the Town.

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

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

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

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

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

- 138 2.9.3 **Consider need for joint municipal services.** Both the Town and the Village are  
139 committed to providing necessary municipal services efficiently and effectively, and wish  
140 to explore whether jointly providing services will be more beneficial than providing the  
141 same services separately. The JPC shall review the current services provided by the  
142 Village, the Town and/ or joint service providers in which the Town and/or Village  
143 participate and shall consider whether any services overlap, and recommend whether  
144 services could be more effectively or more efficiently be provided jointly. Reports and  
145 recommendations from the JPC on joint municipal services shall be made to the Town  
146 Board and Village Board on an as needed basis or as requested by the Town Board and/or  
147 Village Board.
- 148 2.9.4 **Periodic review of agreement and joint planning areas.** This Agreement and the  
149 designation of the Joint Planning Area shall be reviewed by the JPC on no less than an  
150 annual basis, and summary recommendations shall be provided to the Town Board and  
151 Village Board within sixty (60) days thereafter. The JPC shall also conduct such a review  
152 within sixty (60) days of a request from either the Town Board or Village Board.
- 153 2.9.5 **Other duties as assigned.** In addition to the duties described above, the JPC shall also  
154 perform such duties as may be assigned to it from time to time jointly by both the  
155 governing boards of the Town and the Village.

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

- 159  
160 3.1 **Annexation requests in Joint Planning Area:** In the event the Village and the Town both  
161 incorporate the recommended Joint Neighborhood Plan in their respective Comprehensive  
162 Plans, then neither the Village nor the Town may approve any official map, rezoning,  
163 conditional use permit, land division or annexation that is inconsistent with the Joint  
164 Neighborhood Plan or this Agreement. In the event the Village and the Town both  
165 incorporate the recommended Joint Neighborhood Plan in their respective Comprehensive  
166 Plans, the Town shall not object to or otherwise challenge any Village annexation of  
167 territory in the Joint Planning Area that is consistent with the recommended Joint  
168 Neighborhood Plan, and the Town shall cooperate with and support any Village application  
169 to amend the Dane County Area Water Quality Plan to add such territory to the Village's  
170 Urban Service Area.
- 171 3.2 **Services provided by each community:** Except as otherwise agreed or required by law,  
172 the Town and Village acknowledge and agree that each community will continue to be  
173 responsible for providing services to the residents of its community.

174  
175 **SECTION 4: LAND USE DECISIONS AND FUTURE ANNEXATIONS WITHIN THE**  
176 **RURAL PRESERVATION AREA.**

- 177  
178 4.1 No territory in the Rural Preservation Area shall be annexed by the Village during the term  
179 of this Agreement.

180  
181 **SECTION 5: EXTRATERRITORIAL PLAT APPROVAL JURISDICTION**

182

- 183 5.1 **Extraterritorial Plat Approval Jurisdiction:** Plat approval in the Villages extraterritorial  
184 plat approval jurisdiction shall be an area of joint concern. In the Village's extraterritorial  
185 plat approval jurisdiction area, the following restrictions and limitations shall apply:  
186 5.1.1 The Village will only exercise its extraterritorial plat approval jurisdiction authority within  
187 the first one-half (0.5) mile of its one and one-half (1.5) miles extraterritorial jurisdiction.  
188 5.1.2 Land divisions and zoning changes in the Village's extraterritorial plat approval  
189 jurisdiction shall be consistent with the Town of Montrose Comprehensive Plan. Any  
190 amendment to the Town of Montrose Comprehensive Plan relating to or affecting the  
191 Village's extraterritorial plat approval jurisdiction shall be referred to the JPC for review  
192 and recommendation prior to approval by the Town.  
193

194 **SECTION 6: ANNEXATION MAINTENANCE OF ROADS AND AGRICULTURAL**  
195 **PRACTICES**  
196

- 197 6.1 If the Village annexes land which includes road right-of-way, but does not annex the full  
198 width of the road, the Village and Town shall use their best efforts to negotiate, prepare and  
199 execute an Agreement specifying the responsibilities for maintenance of such road in a  
200 fashion which minimizes the inefficiency which otherwise might result from split  
201 responsibility for a length of roadway.  
202 6.2 This Agreement recognizes that land use incompatibility problems may arise when new  
203 residential development is established adjacent to pre-existing agricultural operations. The  
204 Village and Town shall require their respective development agreements for newly platted  
205 residential areas to contain require developers standards to inform buyers of newly platted  
206 lots the potential impacts of noise, odor, dust, machinery, or traffic that may result from  
207 nearby agricultural operations.  
208

209 **SECTION 7: DANE COUNTY ACTIONS**  
210

- 211 7.1 The parties recognize that Dane County has certain authority in land use planning and  
212 regulation which neither party can control. However, each party agrees to oppose actively  
213 any decisions or actions by Dane County which are inconsistent with the provisions of this  
214 Agreement, or with their respective Comprehensive Plans.  
215

216 **SECTION 8: GENERAL PROVISIONS**  
217

- 218 8.1 **No third party beneficiary:** This Agreement is intended to be solely between the Town  
219 and the Village. Nothing in this Agreement accords any third party any legal or equitable  
220 rights whatsoever. A non-party shall not have standing to enforce this Agreement.  
221 8.2 **Enforcement:** This Agreement is intended to provide each party with the right and  
222 standing to challenge by court action (including action by *certiorari* or otherwise to declare  
223 a governmental act invalid) any act of the other party that violates this Agreement. This  
224 Agreement is intended to provide each party with the right and standing to seek any  
225 available legal or equitable remedy to enforce or seek damages for the breach of this  
226 Agreement. In any action concerning an alleged violation of this Agreement, the prevailing  
227 party shall be entitled to recover from the other party its reasonable costs and expenses of  
228 litigation, including reasonable attorneys' fees.

- 229 8.4 **Amendment:** This Agreement may be amended or terminated at any time by written  
230 agreement by the governing bodies of both parties.
- 231 8.5 **Complete agreement:** This Agreement represents the entire integrated agreement between  
232 the parties and supersedes all prior negotiations, representations or agreements, either  
233 written or oral
- 234 8.6 **Enforceability:** The parties have entered into this Agreement under the authority granted  
235 by sections 66.0301 and 62.23 (7a) of the Wisconsin Statutes. Its enforceability will not be  
236 affected by changes in the forms of Town or Village government, or changes in elected  
237 officials. The parties agree that this Agreement shall be construed so as to be binding on  
238 their respective successors, agents and employees.
- 239 8.7 **No waiver:** The failure of any party to require strict performance with any provision of  
240 this Agreement, will not constitute a waiver of the provision or of any of the parties' rights  
241 under this Agreement. Rights and obligations under this Agreement may only be waived or  
242 modified in writing. A writing waiving a right must be signed by the party waiving the  
243 right. If an obligation of a party is being waived or released of one obligation, it will not  
244 constitute a waiver or release of any other right or obligation of any party. Waivers and  
245 releases will affect only the specific right or obligation waived or released and will not  
246 affect the rights or obligations of any other party that did not sign the waiver or release.
- 247 8.8 **Performance standard:** This Agreement requires the parties to act or to refrain from  
248 acting on a number of matters. The parties hereby acknowledge that this Agreement  
249 imposes on them a duty of good faith and fair dealing.

250  
251 **SECTION 9: EFFECTIVE DATE AND TERM OF THE AGREEMENT**

- 252
- 253 9.1 This Agreement shall be effective upon the first date set forth above. This Agreement shall  
254 terminate at 11:59 p.m. on the tenth (10<sup>th</sup>) anniversary of said effective date.  
255 Notwithstanding the foregoing, if the JPC does not recommend a Joint Neighborhood Plan  
256 for the Joint Planning Area, and the Village and Town do not incorporate such Joint  
257 Neighborhood Plan into their respective Comprehensive Plans, pursuant to Section 2.9.2 of  
258 this Agreement, by the 1<sup>st</sup> anniversary of the effective date, then this Agreement shall  
259 terminate at 11:59 p.m. on the 1<sup>st</sup> anniversary of said effective date.  
260  
261  
262

263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281

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.



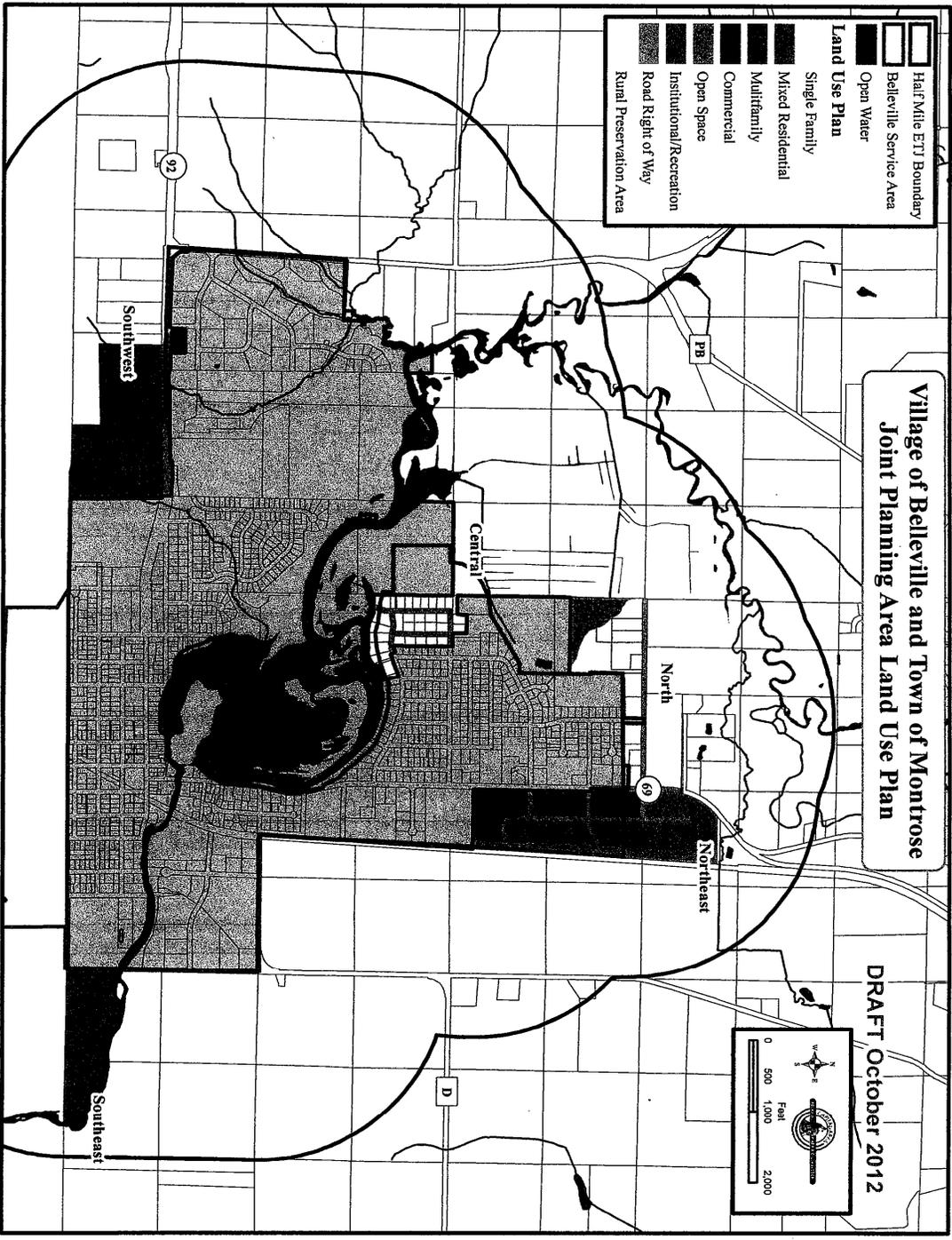
# Village of Belleville and Town of Montrose Joint Planning Area Land Use Plan

DRAFT October 2012

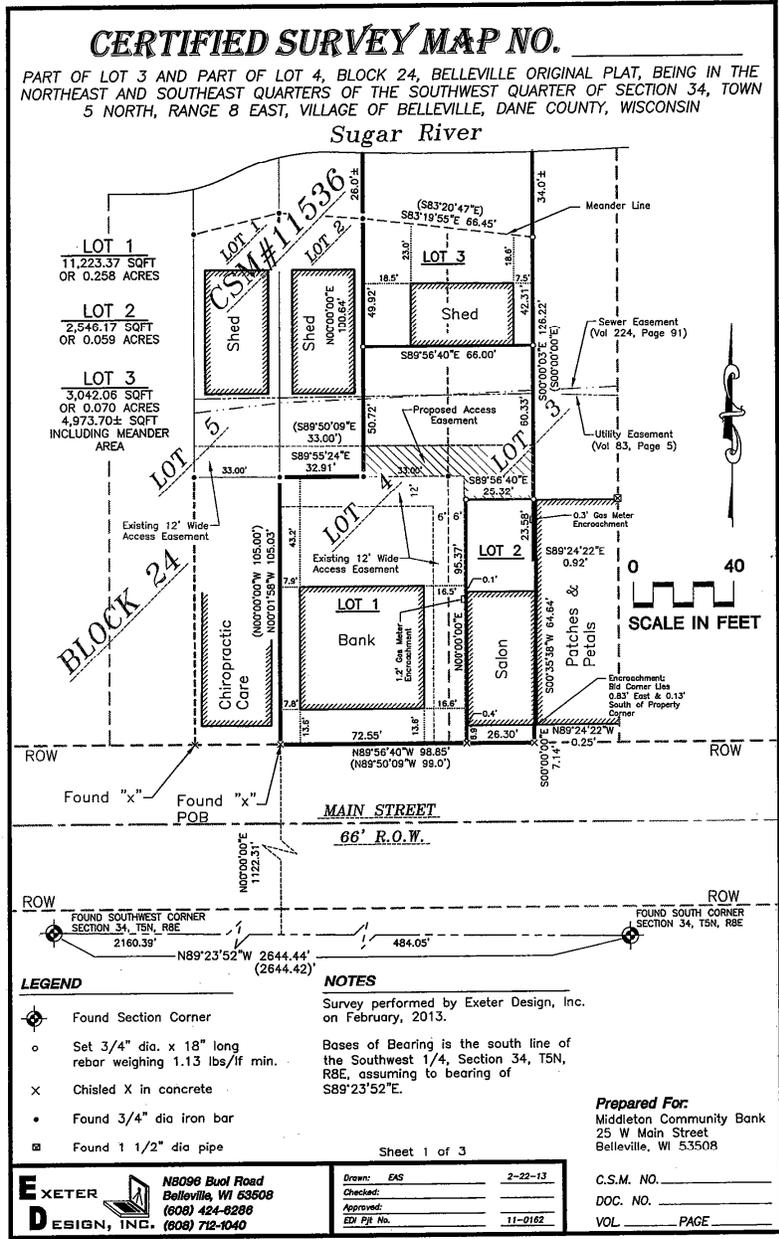
	Half-Mile ETJ Boundary
	Belleville Service Area
	Open Water
<b>Land Use Plan</b>	
	Single Family
	Mixed Residential
	Multifamily
	Commercial
	Open Space
	Institutional/Recreation
	Road Right of Way
	Rural Preservation Area

Feet

0 500 1000 2000



10 D



11 B

**CHARGING FOR FIRE CALLS**  
(6-09)

**Q. Do towns have the authority to charge a fee for responding to individual fire calls?**

A. Yes. Under s. 60.55(2)(b), Wis. Stat. towns may charge property owners a fee for the cost of providing fire protection to their property pursuant to a written schedule. In addition to charging a fee for fire calls, towns may also charge for fire costs that can be identified for a particular property. For example, if a county nursing home is the only multi-storied structure in the town and the town must purchase a ladder truck of sufficient size to reach the higher floors, the nursing home may be billed for some of the cost of that equipment. The nursing home likely should not be billed for the entire cost since the equipment will likely be used to put out fires at other structures, etc.

**Q. What must a town put into place in order to begin charging for fire calls?**

A. In order to bill for fire calls, the town must adopt an ordinance that outlines the written fee schedule that will be used to arrive at the charge. The ordinance should also provide a billing procedure that allows for prompt billing so that if there is insurance coverage the bill can be turned in with other items in the claim. Indicate that claims that remain unpaid after a set period of time (30, 60, or 90 days, for example), will be subject to interest of not more than 1 1/2 % per month. Specifically state that fire call bills that remain unpaid by November 1st will be placed on the property tax bill as a special charge, pursuant to s. 66.0627, Wis. Stat. Note that only fire calls to real property and attached structures may be billed as special charges because in such cases the fire call is a service to the real estate. On the other hand, if someone has a car fire on the highway, the town cannot place a charge for that fire call on the tax bill because the fire call did not provide a service to that person's real property. If bills for fire calls to personal property remain unpaid, the town will need to pursue the claim in court.

**Q. Is it double taxation to bill for fire calls and also include costs for fire protection in the general levy?**

A. No. There are basic costs involved with providing fire protection: insurance, fuel, equipment, maintenance, training, etc. These costs will be incurred whether the department has one fire or a hundred in a given year. Typically, such expenses are paid from the town's general fund because every taxpayer should be responsible for his or her share of the costs associated with having a properly equipped, maintained, and trained fire department that will be at the ready if there is a fire. However, if a fire call is actually made, the property owner whose property is receiving the benefit of that call may be billed for the special and direct benefit that he or she has received (over and above having a fire department at the ready). Likewise, towns without their own fire department often contract for service for a set fee and then receive an additional bill if an actual fire call is made. If a given town is charged an additional per call fee, that fee could be passed on to the recipient of the service under the town's fire call ordinance.

**Q. Is funding available to reimburse the town for responding to vehicle fire calls on state or county highways?**

A. Under s. 60.557, Wis. Stat., towns may be reimbursed up to \$200 for fire calls on county highways and up to \$500 for fire calls on state highways. Note that the county will only pay if there is an actual fire. The state will pay if a fire truck is sent to the scene even if the fire equipment is not actually used. In order to collect the fee, the town must first attempt to collect the cost from the insurer of the person to whom the fire call was provided. If the town is unsuccessful or if the person has no insurer, the town must then make a reasonable attempt to collect the cost from the recipient of the call. The town must send proof that a reasonable attempt to collect has been made when it seeks the reimbursement. If the town later collects money for the call from the insurer or the individual, it must reimburse the state or county. Note that the reimbursement is provided for fire calls to vehicles and is not reimbursement for responding to grass fires along the highway.

**Q. There was a forest fire in our town and we don't have an ordinance on the books about charging for fire calls. Is there anything the town can do?**

A. Section 26.14(9)(b), Wis. Stat. allows the town to collect the expenses associated with suppressing a forest fire if the fire results from someone setting a fire that is allowed to escape.

---

#### **ORDINANCE ESTABLISHING FIRE PROTECTION CHARGES**

It is hereby ordained by the Town Board of the Town of \_\_\_\_\_,  
\_\_\_\_\_ County, Wisconsin, as follows:

**Section 1. Authority:** This ordinance is adopted pursuant to the authority granted town boards under s. 60.55(2)(b), Wis. Stats. which allows towns to recover the cost of fire calls made to property within the town.

**Section 2. Liability for Fire Protection Costs:** The Town of \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, hereby imposes a charge for each fire call made within the limits of the Town of \_\_\_\_\_. Such fee shall not exceed the actual cost to the Town for the fire call or \$ \_\_\_\_\_, whichever is less. If the call is to real estate located within the Town, the charges shall be imposed on all owners of the real estate to which the particular fire call is made. In the event that a fire call is not made to real estate located within the Town, but is instead made to a vehicle located on a public road within the Town, the charges provided for under this ordinance shall be imposed on all owners of such vehicle.

[Note that the alternative to charging the actual costs with a cap on the amount of the bill would be to establish a written schedule outlining the costs for use of specific supplies and equipment on an hourly basis]

Section 3. Payment of Fire Call Fee: The fire call charges provided for in this ordinance shall be paid in full to the Clerk of the Town of \_\_\_\_\_ no later than 60 days after the date of the particular fire call. The failure to pay the bill within 60 days will result in interest being charged at the rate of 1 1/2 percent per month from the date of the bill. Those bills for fire calls to real estate, including interest, that remain outstanding for more than 90 days as of November 1 of any year shall become a lien against the real estate and shall be placed on the tax roll as a delinquent special charge under s. 66.0627, Wis. Stat.

Section 4. Liability for Fire Calls from Fire Departments Other than Authorized Fire Departments: It is the policy of the Town of \_\_\_\_\_ to contract with the following fire departments: \_\_\_\_\_. Any property owner requesting fire protection directly from any fire department other than those listed above shall be responsible for the full costs billed to the town resulting from the fire call. This section shall not apply to the costs of any other department responding at the request of an authorized department under a mutual aid agreement.

Section 5. Severability: Should any section or provisions of this ordinance be declared invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date: This ordinance shall become effective upon adoption and publication or posting, as provided by law, pursuant to s. 60.80, Wis. Stat.

Date of Passage: \_\_\_\_\_

Vote For: \_\_\_\_\_ Vote Against: \_\_\_\_\_ Not Voting: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Chairperson

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Town Clerk

**Simplified Rate Case Application - Water Class: D**

420 - Belleville Mun Water & Sewer Uty Utility

Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, WI 53707-7854

*(filing this form out is in accordance with Wis.Stat196.193)  
3011(11/22/2004)*

Preparer Name: **Donna Anderson**  
Preparer Phone Number: **608 424-3341**  
Preparer Email Address: **danderson@villageofbelleville.com**  
Date Application will be filed with the PSC: **4/15/2013**

**Notice**

Date to be Mailed/Published: **4/11/2013**  
Newspaper Name: **Post Messenger Recorder**  
Rate Effective Date: **6/1/2013**

	Annual Report Information	Page	
1	Total sales of water	W-1	\$311,494
2	Rate increase factor		3.0%
3	Line 1 times Line 2		\$9,345
4	Net operating income (Oper.Revenues - Oper.Expenses)	W-1	\$71,034
5	Adjusted Total Operating income (Line 3 plus Line 4)		\$80,379
6	Average net rate base Water Utility	F-23	\$3,326,238
7	Line 5 divided by Line 6		2.4%
8	<b>Test 1 - Financial Eligibility Qualifies *</b>		<b>YES</b>
9	Adusted operating income from Line 5	Above	
10	Total Operation & Maintenance (O&M) expense (600 and 900 accounts only)	W-1	
11	Line 9 divided by Line 10		
12	<b>Test 2 - Financial Eligibility Qualifies **</b>		

\* Eligible, if line 7 is equal to or less than 5.5%  
\*\* Eligible, if line 11 is equal to or less than 6.0%

**Historical Check**

<p>Effective Date of Last Full Rate Case: <b>9/29/2010</b>  Rates from last full rate case in effect for one full calendar year. <b>TRUE</b>  If Class AB, not more than 5 year since last full rate case. <b>NA</b>  Effective Date of Last SRC: <b>NA</b>  Rate from last SRC in effect for one yar (12 months). <b>NA</b>  <b>Water Meter Rates</b>  5/8" meter rate at last full rate case: <b>7.00</b>  Current 5/8" meter rate: <b>7.00</b>  If Class C or D, new cummulative rate less that 40% higher than last full rate case. <b>TRUE</b></p>
---

**Notice of Rate Increase**  
**Water Customer of the Belleville Mun Water & Sewer Uty Utility**

This is to give you notice that the Belleville Mun Water & Sewer Uty will file an application on April 15, 2013, with the Public Service Commission of Wisconsin (PSC), for authority to increase water rates. Rates for general service will increase 3 percent. The increase is necessary to reduce the existing deficiency in present rates. The request is being made under Wis. Stat. 196.193. Rate increases granted under this statute do not require a public hearing. The effect of the increase for some selected customers is shown below. Public Fire Protection and Wholesale rates (if applicable) will also increase 3 percent.

Customer Classification	Meter Size	Gallons	Existing Monthly Rate	Revised Monthly Rate
Average Residential	5/8"	4,000	\$16.20	\$16.69
Large Residential	3/4"	6,000	\$20.80	\$21.43
Commercial	1"	50,000	\$95.56	\$98.56
Public Authority	1 1/2"	75,000	\$141.81	\$146.26
Industrial	2"	150,000	\$267.56	\$276.00

This rate increase will go into effect on June 1, 2013

If you have any questions about the rate increase request, call the Belleville Mun Water & Sewer Uty at (608) 424-3341.



**SATURDAY, MAY 4, 2013**

**GARAGE SALE BREAKFAST**

**6:30 A.M. TO 9:30 A.M.**

**Come and start your garage sale shopping with a great  
breakfast!!**

**The Belleville EMS will be selling Coffee, Juice, Cinnamon  
Rolls, French toast and Sausages for Breakfast. Have a  
great start to your day of shopping. Come and join us!!**

---

**BELLEVILLE AREA EMS OPEN HOUSE**

**EMERGENCY MEDICAL SERVICES WEEK**

**WEDNESDAY MAY 22, 2013**

**5:00-7:30 PM**

**PLEASE COME AND JOIN US FOR OUR ANNUAL OPEN  
HOUSE**

**BAR-B-QUES AND HOTDOGS WILL BE SERVED ALONG WITH  
CHIPS AND LEMONADE**



**BELLEVILLE AREA EMERGENCY MEDICAL SERVICE**  
**SPRING FLING EVENT FUND RAISING EVENT**  
**APRIL 13, 2013**

The Belleville Area Emergency Medical Service is planning on a Spring Fling Fund Raising event April 13, 2013 to replace the February Sweetheart Dance

**BOWLING TOURNAMENT**  
**9 PIN TAP**  
**SINGLES TOURNAMENT**



1:30 P.M. AND 3:30 P.M.  
\$20 PER PERSON ENTRY FEE (INCLUDES WRISTBAND FOR THE BAND)  
Contact Sugar River Lanes at 608-424-3774 to Register  
\$250.00 1<sup>st</sup> Place Prize  
No Average Needed!!  
Based on 100 bowlers



**EUCHRE**  
**TOURNAMENT**

A Euchre Tournament will begin at 1:00 p.m. The Entry Fee for the Euchre Tournament will be \$20 per person. Entry fee includes wristband for the band. There will be cash Prizes for High, Low and Lone Hands. Space for the Tournament will be limited so please contact Terry Legler at 608-279-4552 to reserve your spot.

**SPRING FLING DANCE**  
**MUSIC PROVIDED BY**

**UNDERCOVER**

**\$5 cover charge**

**Sugar River Lanes**  
**8:30 to 12:30**



Thank you for helping support the Belleville Area Emergency Service. If you would like to volunteer to help us with events for this day, Please contact Terry Legler at 608-279-4552

Dear Friend of Belleville Area EMS:

Thanks to your continued support, Belleville Area Emergency Medical Services (EMS) is able to provide top-notch emergency medical care 24 hours a day, 365 days a year.

Regardless the hour of day, nature of emergency, or weather outside - - our emergency responders stand ready to make sure our families and neighbors get the responsive, compassionate care they deserve.

In 2013, we are hopeful you will help us set the bar of excellence even higher.

We are excited to announce the kick-off of a campaign to raise the dollars necessary to purchase new life-saving heart defibrillators, equipment to make it safer to load patients into the ambulance, and other important upgrades that will enhance our care we provide all of our patients.

**How can you help?**

Similar to our ambulance service, we want this to be a fun, family-oriented effort and have planned a series of events that we hope you will join us for!

This year we are introducing a Belleville EMS "Spring Fling" fundraiser and dance to be held Saturday, April 13<sup>th</sup> at the Schwoegler's Lanes in Belleville.

We will serve a community breakfast at the Belleville EMS Station bright and early the morning of Saturday, May 4<sup>th</sup> to help kick-start the beginning of Belleville's garage sale weekend.

In mid-May we will mark Emergency Medical Services Week with our annual Open House complete with food and drink and a number of special guests - - including the UW Hospital MedFlight Helicopter and crew.

Stay tuned in the weeks ahead for news about more fun activities for 2013!

**As a reminder, your contribution to Belleville Area Emergency Medical Services is tax deductible and can be sent to: 480 River St. P.O. Box 20**

**If you are interested in joining our service, and helping your neighbors and community please contact us at: 424-3350**

Thank you again for your continued support of Belleville EMS and best wishes for a safe and prosperous 2013!