

VILLAGE OF BELLEVILLE
SPECIAL MEETING of the VILLAGE BOARD
Monday, August 15, 2011 at 7:00 P.M.
Village Hall - 24 West Main Street

AGENDA

NOTE: The Village Board will meet at the Belleville UW-Clinic at 21 S. Vine Street for a facility tour at approximately 6:15 PM, with Village Board meeting immediately following at 24 W. Main Street at approximately 7 PM. No policy actions will be taken during the tour.

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 (August 1, 2011)
 - b. Approval of Bills for August 2011 To Date
 - c. Approval of July 2011 Treasurer's Report
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. Lake Restoration / West Lake Dredging Projects Update
- b. Liaise Committee Update
- c. First Amendment to Agreement to Undertake Development In Tax Increment District No. 3 (Bell West Development – West Side Neighborhood)
- d. Discussion and Possible Action on Major Elevator Repair at Belleville Library
- e. Stormwater Utilities Update
- f. Discussion of Future Use of UW Clinic Building at 21 S. Vine Street / Appraisal

11. **New Business:**

- a. Consideration of a Revised Cost Recovery Agreement with Bell West

- b. Discussion of Resolutions to Amend Installment Payments Schedules for Bell West and Baker's Woods Developments (TIF 3 and Non-TIF)
 - c. Proposed Ordinance 2011-08-01: An Ordinance to Amend Sections of 2-1-5, Wards and Polling Places of the Municipal Code of the Village of Belleville to Adopt Ward Plan and to Combine Municipal Wards for Voting Purposes
12. ADJOURN TO CLOSED SESSION for Discussion with Village attorney of options for working with the Baker's Woods developers to address unpaid fees per 19.85(1)(g) and 19.85(1)(e) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
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 IS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.
Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.
To request this service, contact Village Hall at 24 W. Main Street, Belleville, WI 53508 by 2:00 p.m. the Friday
prior to the meeting so that necessary arrangements can be made to accommodate each request.*

*Final agenda will be posted by 4 p.m. Friday preceding the meeting at these locations:
Bank of Belleville, Sugar River Bank, Village Hall, Library, Village of Belleville Web site.*

MINUTES OF REGULAR VILLAGE OF BELLEVILLE BOARD MEETING
HELD MONDAY, **AUGUST 1, 2011** 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: PM.
2. Roll call by Clerk – Trustees present were: Tyler Kattre, Ben O'Brien, Howard Ward, Jim Schmitz, Gary Ziegler, Deb Kazmar and Bonnie Wilcox
3. Visitors: Jim Root, Jean & Mike Tretow, Herb Blaser, Brad Peterson-Recorder, Michael Parkin and Terry Kringle
4. The Clerk stated that the meeting has been noticed as required by law.
5. Visitors Who Would Like to Speak Now – None.
6. Visitors Who Would Like to Speak On an Agenda Item – None.
7. **Consent Agenda:** *Trustee Kazmar made a motion to approve the consent agenda as follows; seconded by Trustee Wilcox. Motion carried.*
 - a. Approval of Minutes (July 18, 2011)
 - b. Approval of Operator's License Application for James Henry Nolden (Community Club)
 - c. Approval of Bills for July 2011
 - d. ****Approval of AMENDED Temporary "Class B"/"Class "B" Retailers License for Community Club Community Picnic August 10-14**
8. Committee Reports – No discussion.
9. President's Report – Codification chapters for review are coming. President Ward is in the process of reviewing them.
10. Administrator/Clerk/Treasurer's Report – Web site will be forwarded for review to ensure there are not problems with browser compatibility etc.

11. **Unfinished Business:**

- a. **Lake Restoration / West Lake Dredging Projects** – Present were Rob Montgomery and Soggi Sigmarsson from Montgomery Associates (MARS). Montgomery gave an update of the project. Most of the physical work is done, but the ecological system restoration must be accomplished. Grading and restoration seeding must be done; in a holding pattern waiting for ice to melt inside the islands. In regards to Community Park restoration, Advance Construction should be on site this week for fine grading and seeding of playing fields. Village needs to monitor moisture content after this seeding; this is a Village responsibility.

Dam work is fundamentally complete, but some utility extension work will be done

soon. DNR permit is obtained for river dredging, and Army Corp of Engineers permit should be coming soon. Storm sewer restoration at the end of North Grant Street (manhole to the water) needs to be done as well; they are working with MSA on specifications. There may be a great cost advantage in getting this work done while contractors are already onsite. Rebidding should happen mid-late August for September award.

Lake levels are down now, and this must remain low for now until dredging work is done (trying to avoid waterlogged sediment). Liquidated damages start August 5 if Advance does not begin the park work. It was suggested keeping the costs for stormwater design segregated, rather than using fundraising funds. Bid items will be kept separate. The work could be done later, but it would save mobilization costs. The Village could choose to not go forward with the work. Dredging work will be done as soon as the contractor thinks conditions are appropriate, which could be December. A couple of schedules could be proposed.

- i. Award of Long-Term Restoration Contract** – Five bids were received. Only one, from NES Ecological Services, was near the engineer's prediction of costs (\$157,000) at \$162,000. High bid was \$371,226. NES meets required qualifications; they successfully bid on emergent zone seeding previously and have worked with local property owners on shoreline restoration. MARS is recommending NES at \$162,000. It is a contract for restoration and maintenance work until 2014. They have obtained a performance bond from NES. *Trustee Ziegler made a motion to award the lake restoration contract to NES Ecological Service not to exceed \$162,000 (MARS project #1428-06); seconded by Trustee Wilcox. Motion carried.*
- ii. Award of Contract to MARS for Restoration Construction-Related Services Associated with Long-Term Vegetation Maintenance** – This relates to MARS' review of the contractor's work and pay requests, contract administrative duties, bonding reviews, and project closing. The price accounts for their presence in Belleville as part of the additional long-term monitoring. *Trustee Ziegler made a motion to approve the proposal from MARS (P-130) for construction-related services not to exceed \$16,820 through 2014; seconded by Trustee Wilcox. Motion carried.*
- iii. Award of Contract to MARS for Long-Term Permit Compliance Monitoring** – This will help monitor the restoration that will be taking place, as required by permitting process. It will help ensure restoration plan goals are met, and meet requirements of ACOE. This assumes volunteers will help with monitoring functions, and includes volunteer training. It will include habitat monitoring and requires conservancy easements to be dedicated (required by ACOE). Village is applying for a grant as an offset. This is a time and materials contract. It proposes five years of services, which could be continued into the future. After year five, monitoring needs will be far less intense. *Trustee Ziegler made a motion to approve the long-term monitoring proposal as required by DNR and ACOE permits, not to exceed \$97,700 from 2011-2015; seconded by Trustee Wilcox. Motion carried.*

- B. **First Amendment to Agreement to Undertake Development in Tax Increment District No. 3 (Bell West Development – West Side Neighborhood)** – Board requested more information on the process. Tabled until next meeting.
- c. **Committee Appointment Recommendations** – No action necessary.
- d. **Proposed Budget Resolution 2011-1** – Tabled until elevator situation is resolved, as those costs may be included in the resolution.

12. **New Business:**

- a. **Liaise Committee Update** – Terry Kringle: the project is called the Belle View / Sugar River Beautification Project. They would like to get some direction and funding ideas at next meeting. Questions are what are the priorities and can the committee get permission to go forward?
- b. **Acceptance of Land Donation from Herb Blaser** – This land (PIN # 0508-343-8870-2) is at the end of Harrison Street, on the riverfront. It could be made into a nice neighborhood spot for lake viewing. *Trustee Wilcox made a motion to gratefully accept the land donation from Herb Blaser, and the Village will pay all attorney fees; seconded by Trustee Schmitz. Motion carried.*
- c. **Resolution #2011-08-01: Resolution to Apply for Wisconsin Department of Natural Resources Lake Management Planning Grant Funds for Restoration Monitoring** – *Trustee Ziegler made a motion to approve the resolution 2011-08-01; seconded by Trustee O'Brien. Motion carried.*
- d. **Low Speed Vehicle Regulations (Map)** – The ordinance the Village approved says that the low speed vehicles can travel on **any** roads that are 35 MPH or less, which includes state highways. It was felt to leave the ordinance as is, making the Bross Circle and berm are off limits as they are under construction until January 1 to see if any problems arise. Any changes necessitate a change in the ordinance. The Village does have the option to make it more restrictive. Police Committee will review again at the beginning of the year after reviewing the situation in practice. *Trustee Wilcox made a motion to accept the map for restricting low speed vehicle traffic until April 2012; seconded by Trustee Schmitz. Motion carried.*
- e. **Future Use of UW Clinic Building at 21 S. Vine Street** – The building is usable for public facilities, but no money is available for remodeling whatsoever. The timing is not good. The question is whether the board wants to entertain the proposal from the UW to acquire it. Planning Commission would need to know what the building is to be used for in order to make a recommendation. Right now the building is not taxed. Parkin: Economic development was going to look at the building's uses as well. Maintaining two buildings would also be a cost factor. UW will be asked to bring a proposal forward. A tour was requested for a future Monday night.
- f. **Major Elevator Repair at Belleville Library** – President Ward suggested bidding out the work. Need to find another source of funding; fund balance is an option. The main hydraulic pump needs replacing. The elevator was installed in 1977. Trustee Ziegler made a motion to check with the library that some fund balance can be used toward repair for next meeting. No second. President Ward will speak to the elevator company and other consultants and report back.

- g. **Proposed Holiday Policy** – Trustee Wilcox: need a holiday policy for Christmas/New Year’s holidays, which are two days. Essentially the holiday days off would taken on Fridays or Mondays if weekends are involved. If an employee has to work on those days, a floating holiday plus time and a half pay is granted. There was some flexibility left in for the clerk’s office to work New Year’s Eve day because of heavy workloads that time of year. *Trustee Wilcox made a motion to approve the holiday policy for the handbook as presented; seconded by Trustee Schmitz.* Department heads or Administrator will make the decision on holiday hours. *Motion carried.*
- h. **Sick Leave Policy** – Trustee Wilcox explained the attorney’s concerns with the policy as originally drafted in regards to the proration being a problem with non-discrimination testing. There are some provisions that are of concern to the police union, especially in regards to the language that allows the Village Board to decide annual funding. Questions will be directed to the attorney and brought back.
- i. **Stormwater Utilities Fee** – Implementation has been delayed because of billing problems with the new meter system and workload issues. Goal is to get it done before October 1, which might involve asking staff in another department to assist.

13. Other Business:

- a. Announcements – Community Club Picnic is August 10-14.
- b. Future meeting dates were noted.

- 14. Adjournment** – *Trustee Ziegler made a motion to adjourn; seconded by Trustee Kattre. Motion passed unanimously.* The meeting was adjourned by President Ward at 10:00 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: 8/01/2011 From Account:
Thru: 8/11/2011 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|--------------|---|----------|
| V433 | 8/09/2011 | BEIERSDORF, VICTORIA L. | 1,067.25 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V434 | 8/09/2011 | EICHELKRAUT, WILLIAM B. | 1,224.58 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V435 | 8/09/2011 | FREEMAN, DEBRA | 531.46 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V436 | 8/09/2011 | HENDRICKSON, DARLENE M. | 871.71 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V437 | 8/09/2011 | HILLEBRAND, ROGER J. | 1,406.63 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V438 | 8/09/2011 | LEHMANN, BRONNA B. | 489.93 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V439 | 8/09/2011 | LIEN, TRACY | 269.11 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V440 | 8/09/2011 | LITTLE, APRIL A. W. | 1,662.39 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V441 | 8/09/2011 | MARTIN, JEREMY A | 1,029.95 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| V442 | 8/09/2011 | SKOGEN, ROBERT M. | 426.12 |
| | Manual Check | Pay period 07/01/2011 to 08/07/2011 | |
| 14702 | 8/09/2011 | *** Test Check *** | 0.00 |
| | Test Check | *** VOID *** VOID *** VOID *** VOID *** | |
| 14703 | 8/09/2011 | AUSTIN, MARY H. | 836.32 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14704 | 8/09/2011 | BIGLER, JULIE L. | 209.19 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14705 | 8/09/2011 | BUTTS, JERRY D. | 1,309.23 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14706 | 8/09/2011 | CHRISTENSEN, JEAN M. | 1,026.15 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14707 | 8/09/2011 | DIEDERICH, FREDERICK H. | 970.49 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14708 | 8/09/2011 | FURMAN, RACHEL M. | 1,572.75 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14709 | 8/09/2011 | HELLER, MOLLY K | 324.67 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |
| 14710 | 8/09/2011 | HULTINE, MOLLY M. | 1,425.87 |
| | Manual Check | Pay period 07/25/2011 to 08/07/2011 | |

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/11/2011 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|--|-----------|
| 14711 | 8/09/2011 | JOSEPH, MICHELE M. | 344.39 |
| | | Manual Check Pay period 07/25/2011 to 08/07/2011 | |
| 14712 | 8/09/2011 | O'CONNOR, THOMAS P. | 1,207.59 |
| | | Manual Check Pay period 07/25/2011 to 08/07/2011 | |
| 14713 | 8/09/2011 | PAULI, DAVID J. | 1,114.08 |
| | | Manual Check Pay period 07/25/2011 to 08/07/2011 | |
| 14714 | 8/09/2011 | PELTON, TERESA A. | 567.82 |
| | | Manual Check Pay period 07/25/2011 to 08/07/2011 | |
| 14715 | 8/09/2011 | SOLBERG, SHEREE | 76.36 |
| | | Manual Check Pay period 07/25/2011 to 08/07/2011 | |
| 14716 | 8/09/2011 | YOUNG, TERESA M | 310.65 |
| | | Manual Check Pay period 07/25/2011 to 08/07/2011 | |
| 17442 | 8/09/2011 | THE PENWORTHY COMPANY | -655.53 |
| | | Manual Check VOID CHECK PER JC | |
| 17508 | 8/09/2011 | *** Test Check *** | 0.00 |
| | | Test Check *** VOID *** VOID *** VOID *** VOID *** | |
| 17509 | 8/09/2011 | ALLIANT ENERGY | 23,635.80 |
| | | PREMISE # 687707 | |
| 17510 | 8/09/2011 | ALLIANT ENERGY/WP&L (4) | 2,203.42 |
| | | ACCT # 167309-010 | |
| 17511 | 8/09/2011 | BAKER & TAYLOR | 1,120.11 |
| | | INV # 2026064710 | |
| 17512 | 8/09/2011 | BELLEVILLE MUNICIPAL WATER DEPT | 516.39 |
| | | ACCT # 049-0105-00 | |
| 17513 | 8/09/2011 | BELLEVILLE MUNICIPAL WATER DEPT (2) | 113.20 |
| 17514 | 8/09/2011 | BELLEVILLE PRINTING COMPANY, INC. | 10.00 |
| | | INV # 28375 BUSINESS CARDS-EICHELKRAUT | |
| 17515 | 8/09/2011 | BUCKY'S PORTABLE TOILETS, INC. | 170.00 |
| | | INV # 33249 COMM PK THRU 08-25-11 | |
| 17516 | 8/09/2011 | CHARTER COMMUNICATIONS | 107.75 |
| | | ACCT # 8245 11 719 0015586 | |
| 17517 | 8/09/2011 | CHARTER COMMUNICATIONS | 269.76 |
| | | ACCT # 8245 11 719 0001982 | |
| 17518 | 8/09/2011 | CHARTER COMMUNICATIONS | 283.81 |
| | | ACCT # 8245 11 719 0015420 | |
| 17519 | 8/09/2011 | CINTAS CORPORATION | 242.48 |
| | | ACCT # 446-32222 | |

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
 Thru: 8/11/2011 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|--|-----------|
| 17520 | 8/09/2011 | CITGO FLEET # 131801342 | 1,034.11 |
| 17521 | 8/09/2011 | CITGO (2) FLEET # 132004243 | 1,290.02 |
| 17522 | 8/09/2011 | CITGO TOWNMART CRAIG THOMPSON - NSF CHECK | 25.00 |
| 17523 | 8/09/2011 | CITY TREASURER INV # 28776 COMM SERV 2ND QTR 2011 | 57.04 |
| 17524 | 8/09/2011 | CLARENCE JEWETT REFUND OF CITATION OVERPAYMENT | 50.40 |
| 17525 | 8/09/2011 | DANE COUNTY TREASURER JULY REPORT | 120.00 |
| 17526 | 8/09/2011 | DELUXE DISTRIBUTORS INV # 3451 INSECT SPRAY | 132.11 |
| 17527 | 8/09/2011 | DEPARTMENT OF JUSTICE 2011 AG'S SUMMIT REGISTRATION FEE | 200.00 |
| 17528 | 8/09/2011 | FIRST SUPPLY LLC - MADISON CUSTOMER # 5004848 | 510.00 |
| 17529 | 8/09/2011 | FRONTIER (2) 608-424-3545 | 213.80 |
| 17530 | 8/09/2011 | GORDON FLESCH CO., INC. INV # 1BD936 | 117.74 |
| 17531 | 8/09/2011 | GREEN COUNTY HIGHWAY COMMISSION PROJECT 2822 CRACK SEAL | 13,716.44 |
| 17532 | 8/09/2011 | HAROLD'S EXCAVATING CO. HWY. CC PROJECT | 1,819.29 |
| 17533 | 8/09/2011 | JEREMY MARTIN SHOE REIMBURSEMENT | 163.53 |
| 17534 | 8/09/2011 | L.W. ALLEN, INC. INV 090705 UNPLUG PUMP GR VIEW LIFT STA. | 3,037.48 |
| 17535 | 8/09/2011 | LEGLER CONCRETE LLC INV # 265 REPLACE SIDEWALK ON BOWLAVARD | 350.00 |
| 17536 | 8/09/2011 | LOVE OF QUILTING SUBSCRIPTION - 2 YEAR | 32.97 |
| 17537 | 8/09/2011 | MOLLY HULTINE REIMBURSE - UNIFORM ALLOWANCE | 41.09 |
| 17538 | 8/09/2011 | MSA PROFESSIONAL SERVICES, INC. R00372008.0 FWSSSI CRS PROJ A VIL COSTS | 30,095.71 |

8/11/2011 11:19 AM

Reprint Check Register - Quick Report - ALL

Page: 4
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/11/2011 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|---|-----------|
| 17539 | 8/09/2011 | NEWS PUBLISHING COMPANY, INC. AGENDAS, MINUTES, BOA, ORD | 790.49 |
| 17540 | 8/09/2011 | NORTH SHORE BANK,FSB JULY 11TH PAYROLL | 280.00 |
| 17541 | 8/09/2011 | NORTH SHORE BANK,FSB AUGUST 8TH PAYROLL | 280.00 |
| 17542 | 8/09/2011 | NORTHERN LAKE SERVICE, INC. INV # 201696 | 166.80 |
| 17543 | 8/09/2011 | PURCHASE POWER ACCT # 8000-9090-0547-6721 | 22.83 |
| 17544 | 8/09/2011 | PURE WATERS, LLC INV # 84349 | 31.00 |
| 17545 | 8/09/2011 | QUILL CORP ACCT # C437160 | 26.99 |
| 17546 | 8/09/2011 | ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FAMILY DOLLAR | 86.68 |
| 17547 | 8/09/2011 | SOAP OPERA DIGEST 52 ISSUES | 39.97 |
| 17548 | 8/09/2011 | SOUTH CENTRAL LIBRARY SYSTEM INV# 11-382 ANNUAL WIRELESS CHARGE | 85.00 |
| 17549 | 8/09/2011 | STATE OF WISCONSIN JULY REPORT | 369.40 |
| 17550 | 8/09/2011 | SUGAR RIVER BANK BUTTS | 200.00 |
| 17551 | 8/09/2011 | THE MINNESOTA LIFE INSURANCE COMPANY SEPTEMBER 2011 PREMIUM | 526.41 |
| 17552 | 8/09/2011 | UNIQUE HEATING & AIR CONDITIONING INV # 4365 LIBRARY A/C | 102.00 |
| 17553 | 8/09/2011 | WASTE MANAGEMENT OF WI-MN AUGUST CHARGES | 12,871.00 |
| 17554 | 8/09/2011 | WEAVER AUTO PARTS - NEW GLARUS ACCOUNT # 90444 | 4.70 |
| 17555 | 8/09/2011 | WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC AUGUST DUES # 243 | 151.00 |
| 17556 | 8/09/2011 | WJZ CLEANING, LLC INV # 5572 JULY CLEANINGS | 440.00 |
| 17557 | 8/09/2011 | WJZ CLEANING, LLC (2) INV # 5573 JULY CLEANINGS | 250.00 |

8/11/2011 11:19 AM

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ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/11/2011 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|--------------|--------------|-------------------------------|------------|
| ACH AUG DENT | 8/01/2011 | DENTAL INSURANCE | 1,467.83 |
| | Manual Check | ACH DENTAL INS AUGUST PREMIUM | |
| Grand Total | | | 119,490.71 |

8/11/2011 11:19 AM

Reprint Check Register - Quick Report - ALL

Page: 6
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/11/2011 Thru Account:

| | Amount |
|---|------------|
| Total Expenditure from Fund # 100 - GENERAL FUND | 45,272.24 |
| Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND | 14,631.07 |
| Total Expenditure from Fund # 510 - TIF 3 / FAR WEST SIDE DEV | 31,543.80 |
| Total Expenditure from Fund # 550 - WASTE MANAGEMENT | 12,921.83 |
| Total Expenditure from Fund # 600 - WATER & SEWER | 8,240.09 |
| Total Expenditure from Fund # 650 - STORM WATER UTILITY | 16.45 |
| Total Expenditure from Fund # 800 - LAKE RESTORATION | 150.49 |
| Total Expenditure from Fund # 900 - LIBRARY | 6,465.23 |
| Total Expenditure from Fund # 950 - CEMETERY FUND | 249.51 |
| Total Expenditure from all Funds | 119,490.71 |

JULY 2011 TREASURER'S REPORT

| | CHECKING | SAVINGS | CD ACCOUNTS | TOTALS |
|------------------------|-----------------|----------------|--------------------|----------------|
| Account Balances: | | | | |
| General Fund (100) | \$388,278.71 | \$199.65 | | \$388,478.36 |
| Debt Services (300) | \$202,349.38 | \$75,000.00 | | \$277,349.38 |
| Capital Projects (500) | \$344,795.77 | \$298,398.41 | | \$643,194.18 |
| TIF 3 (510) | \$142,160.60 | \$150,289.69 | | \$292,450.29 |
| TIF 4 (520) | -\$9,009.99 | \$0.00 | | (\$9,009.99) |
| TIF 5 (530) | -\$16,452.25 | \$0.00 | | (\$16,452.25) |
| Waste Management (550) | -\$6,406.27 | \$0.00 | | (\$6,406.27) |
| Water/Sewer (600) | \$786,435.17 | \$538,775.31 | | \$1,325,210.48 |
| Stormwater (650) | -\$782.36 | \$0.00 | | (\$782.36) |
| CDA (720) | \$15,045.85 | \$360,347.63 | | \$375,393.48 |
| Lake Restoration (800) | -\$86,808.63 | \$0.00 | | (\$86,808.63) |
| Library (900) | \$187,310.47 | \$0.00 | | \$187,310.47 |
| Cemetery (950) | \$35,488.75 | \$24,638.36 | | \$60,127.11 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| | \$1,982,405.20 | \$1,447,649.05 | \$0.00 | \$3,430,836.61 |
| Monthly: | | | | |
| Expenditures: | \$188,367.25 | | | |
| Payroll: | \$61,622.34 | | | |
| Receipts: | \$451,197.20 | | | |
| Withholdings: | \$46,854.34 | | | |

WATER AND SEWER TREASURERS REPORT

2011 JULY WITH JUNE INTEREST

Savings 0.00
 Checking JUNE INTEREST 269.39
 269.39

SA=184.08 TO CK
 CK=85.31

WATER

| | PREVIOUS BALANCE | JULY MONTH | CURRENT BALANCE |
|--|---------------------|------------------|--------------------|
| DESIGNATED FOR PROJECTS | | | |
| 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 | | | |
| 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 |
| | 0.00 | 0.00 | 0.00 |
| | 64,417.73 | 0.00 | 64,417.73 |
| GENERAL OPERATION | | | |
| 2011 Expense | -101,930.60 | -12,004.27 | -113,934.87 |
| 2011 Revenue | 100,827.09 | 17,098.49 | 117,925.58 |
| 2011 Public Fire Protect Rev | 52,150.28 | 7,874.13 | 60,024.41 |
| Miscellaneous Revenue | 1,432.70 | 0.00 | 1,432.70 |
| Internal Transfer Designated Projects | 0.00 | 0.00 | 0.00 |
| cash | 292,627.10 | 0.00 | 292,627.10 |
| SUB TOTAL WORKING CASH | 345,106.57 | 12,968.35 | 358,074.92 |
| INTEREST | 549.19 | 103.60 | 652.79 |
| TOTAL WATER | 488,380.74 | 13,071.95 | 501,452.69 |
| | 0.00 | 0.00 | 0.00 |

| <u>SEWER</u> | PREVIOUS BALANCE | JULY MONTH | CURRENT BALANCE |
|--|---------------------|---------------|--------------------|
| DESIGNATED FOR PROJECTS | | | |
| 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 | | | |
| Reserve | 116,099.86 | 0.00 | 116,099.86 |
| Future Clean Water Debt | 105,444.80 | 0.00 | 105,444.80 |
| | 368,912.78 | 0.00 | 368,912.78 |
| | 0.00 | 0.00 | 0.00 |
| TOTAL | 474,357.58 | 0.00 | 474,357.58 |
| GENERAL OPERATIONS | | | |
| 2011 Billing Revenue | 388,708.34 | 65,624.19 | 454,332.53 |
| 2011 Expense | -682,982.94 | -26,690.61 | -709,673.55 |
| clean water monthly deposit | -330,000.00 | -55,000.00 | -385,000.00 |
| Transfer to/from account | -7.23 | 0.00 | -7.23 |
| cash | 655,650.56 | 0.00 | 655,650.56 |
| SUB TOTAL WORKING CASH | 31,368.73 | -16,066.42 | 15,302.31 |
| Deduct Meter Revenue | 1,050.00 | 175.00 | 1,225.00 |
| Miscellaneous Revenue | 915.85 | 0.00 | 915.85 |
| Connection Fee (2011) | 1,964.86 | 2,889.00 | 4,853.86 |
| Remaining 2010 C Water 338,219.92 & CONNECTION 15,488.92 | 353,708.84 | 0.00 | 353,708.84 |
| Monthly Revenue 2011 | 330,000.00 | 55,000.00 | 385,000.00 |
| Clean Water Debt Payment | -531,343.01 | 0.00 | -531,343.01 |
| TOTAL CLEANWATER | 152,365.83 | 55,000.00 | 207,365.83 |
| INTEREST | 1,159.98 | 165.79 | 1,325.77 |
| prepaid & prior yr. expense | -18,581.36 | 0.00 | -18,581.36 |
| TOTAL SEWER | 781,594.42 | 42,163.37 | 823,757.79 |
| | 0.00 | 0.00 | 0.00 |
| WATER | 488,380.74 | 13,071.95 | 501,452.69 |
| SEWER | 781,594.42 | 42,163.37 | 823,757.79 |
| BANK STATEMENTS | 1,269,975.16 | 55,235.32 | 1,325,210.48 |
| WATER CD | 0.00 | 0.00 | 0.00 |
| SEWER CD | 0.00 | 0.00 | 0.00 |
| CD TOTAL | 0.00 | 0.00 | 0.00 |
| Jerry's Petty Cash | 25.00 | 0.00 | 25.00 |
| BALANCE SHEET | 1,270,000.16 | 55,235.32 | 1,325,235.48 |

Belle View/Sugar River Beautification Project VB Decisions

The Liaise Committee has gone as far as it can without direction from the Village Board. Please look over the attached list of projects (see Belle View/Sugar River Beautification Project) the Liaise Committee feels will help meet the Community Development Strategy (3/23/11) goal #2; "Create an action plan that identifies long and short term opportunities to enhance the lake, parks and trail system in around the Village of Belleville." This particular goal was identified by the participants as the number 1 priority.

1. Introduction at August 1 VB meeting with decision(s) at August 15 VB meeting.
2. Does the VB need additional information to make decision(s) August 15?
3. What does the VB want?
 - a. Does the VB want to prioritize? If so, what is it?
 - b. Does the VB want to make additions? If so, what are they?
 - c. Does the VB want to remove anything? If so, what are they?
4. In order to move ahead the Liaise Committee will have to make contacts with other committees and governmental bodies. The Liaise Committee needs authorization from the VB to use the Village's name when doing this.
5. Some time in the near future the VB will need to look at its expenditure priorities for the money that is being fund raised. This may be helpful for prioritizing the beautification projects and will be helpful to the Fund Raising Committee when soliciting additional donations.

BELLE VIEW/SUGAR RIVER BEAUTIFICATION PROJECT

- I. PW Property
 - A. Use
 - B. Clean up property
 - C. Obstacles
 - 1. Money
 - 2. DNR/state
 - 3. Private property
 - D. Plan
 - E. Players
 - 1. VB
 - 2. PW Committee
 - 3. Liaise Committee
- II. Trail between Badger Trail and Community Park
 - A. Obstacles
 - 1. DNR
 - a) Shoreline regulations
 - 2. DOT
 - 3. Dane County - CARPC
 - 4. Flooding – Can we use the property but let it flood
 - 5. Money
 - B. Pedestrian bridge
 - 1. Location
 - 2. Obstacles
 - a) DNR
 - (1) Shoreline regulations
 - b) Dane County
 - c) Flooding
 - d) Design
 - e) Money
 - 3. Plan
 - C. Plan
 - D. Players
 - 1. VB
 - 2. PW/Parks Committee
 - 3. Liaise Committee

- III. Property from Veteran's Park to dam
 - A. Use/Plan
 - B. Obstacles
 - 1. DNR
 - a) Shoreline regulations
 - 2. Dane County
 - 3. Not owned by Village
 - 4. Private alley
 - 5. Utilities
 - C. Plan
 - D. Players
 - 1. VB
 - 2. CDA
 - 3. Liaise Committee
- IV. Bathroom/cook shack/stage complex
 - A. Location – **WHAT AND WHERE NEEDS TO BE DECIDED SOON - VB**
 - B. Obstacles
 - 1. Money
 - 2. Location
 - 3. One unit
 - C. Plan – Parks Plan
 - D. Players
 - 1. VB
 - 2. PW/Parks Committee
 - 3. Community Club
 - 4. Other major users of Community Park
- V. Community Park playground
 - A. Location
 - B. Obstacles
 - 1. Money
 - C. Plan
 - D. Players
 - 1. VB
 - 2. PW/Parks Committee
- VI. Tennis court/basketball court
 - A. Location
 - B. Obstacles
 - 1. Money
 - C. Plan – Parks Plan
 - D. Players
 - 1. VB
 - 2. PW/Parks Committee
 - 3. School District

VII. Lake trails

- A. Locations – See Parks Plan
 - 1. Trail through edge of cemetery from sidewalk to Badger Trail?
- B. Obstacles
 - 1. Money
- C. Plan – Parks Plan
 - 1. Prioritize order trails should be built - VB
- D. Players
 - 1. VB
 - 2. PW/Parks Committee
 - 3. Liaise Committee

VIII. Celebration

- A. Plan
 - 1. Occur during Community Picnic
 - 2. Poster showing what has been done
 - 3. Poster showing
- B. Players
 - 1. Community Club
 - 2. Liaise Committee

Village of Belleville

Community Development Strategy (3/23/11)

During late 2010 and early 2011 the Village of Belleville had several joint meetings with representation from Village government, Community Development Authority (CDA), Chamber of Commerce, and Economic Development Committee (EDC).

The primary goal of the meetings was to develop a multi-organizational plan to address the key community development issues and opportunities. An organization chart was developed to visualize how projects would "flow" and to identify what role each partner organization would play.

- (1) Village Board – Property procurement, funding conduit, legal work
- (2) Community Club – citizen involvement, celebration, fund raising
- (3) Chamber of Commerce – Existing business retention, beautification programs, generally "main street" oriented
- (4) CDA – property procurement, funding/financing conduit, redevelopment projects
- (5) EDC – Retention of major employers, Responds to prospect requests, business attraction activities, generally "business park" oriented

A "Think Tank" Committee was also discussed. The role and make-up of that committee is yet to be decided. This committee would be made up of "big thinkers" or those who generally think outside the box. They would strategic input into all key community development initiatives.

As a result of the meetings, the following implementation structure has been proposed. Please note that this is subject to further discussion and adoption by the key organizations.

Community Development Goals and Actions:

Goal #1 – Create a Village Board appointed committee to monitor and direct community development objectives. The committee will include a representative from the Village Board, Chamber of Commerce, Community Club, CDA, EDC and other community organizations (as needed). This committee will identify the key initiatives and solicit partners who will accomplish the actions required to accomplish the initiative. (NOTE: For this report, this committee is called the "Implementation Task Force".)

- *Lead organization – Village President & Village Board*

Goal #2 – Create an action plan that identifies long and short term opportunities to enhance the lake, parks and trail system in and around the Village of Belleville.

- *Lead Organization – Implementation Task Force*

Issues/opportunities to address:

- 1) Develop a PR plan/ community image building campaign tied to the revitalization of the lake. Leverage this project to promote tourism, new business attraction, community spirit & support, etc.
== Assigned to Chamber
- 2) Develop a prioritized list of capital improvements associated with the lake, trail and parks.
 - Maximize use of "dredgings"
 - Revitalize community park
 - Redevelop river bank between Badger Trail and dam
 - Develop trail system between parks
 - Develop trail along river from berm to Blaser Park
 - Redevelop land behind PW and increase parking
 - Place gazebos in parks
 - Develop pedestrian bridges across river (3 points)
 - Library park enhancement
- 3) Develop a plan to fund new capital improvements associated with the lake, trail and parks.
 - Create a permanent recognition program for those making donations
- 4) Review student landscape architect plan and identify ways to implement suggestions.
- 5) Create a river walk development plan which identifies prioritized improvements and funding sources.

Goal #3 – Revitalize and redevelop property along rail corridor

- *Lead Organization – CDA*
- 1) Create a building & property inventory of properties within the corridor and identify those with the greatest potential for redevelopment.
 - 2) Identify programs and incentives that can be used to support revitalization of the corridor
 - 3) Support redevelopment of depot
 - 4) Purchase & clean-up of Landmark property
 - 5) Develop new parking – close Pearl Street (Hwy 92 to Vine)
 - 6) Create a marketing plan to attract reuse of property

Goal #4 – Increase the community's visibility as a place to locate a business, visit, and/or relocate.
(Public Relations, business recruitment & community image building)

- *Lead Organizations – Chamber & EDC*
- 1) Implement the community branding plan.
 - a. Wayfinding signs (*Village*)
 - b. Community brochure (*Chamber*)
 - c. Community Entrance Signs (*Chamber*)
 - 2) Develop a 3-year business recruitment plan
 - a. Create & update Belleville economic development web page (*EDC*)
 - b. Maintain an available property inventory (*EDC*)
 - c. Respond to prospect requests (*EDC, coordinated with A.Little and GCDC*)
 - d. Conduct a market analysis and identify business targets (*EDC*)
 - 3) Distribute monthly e-newsletter highlighting local businesses and community initiatives. (*Chamber*)

Goal #5 – Create a downtown revitalization program

- *Lead Organization – CDA*
- 1) Create a volunteer beautification committee.
== assigned to Chamber
 - 2) Establish a downtown cleanup and beautification program.
== assigned to Chamber
 - 3) Create a building & property inventory of properties within the downtown district.
 - 4) Use the Main Street Program concepts to build community capacity, create an attractive downtown, aid in the retention of existing businesses and attract new businesses.
 - 5) Complete initial concept plan for public parking alternatives.
 - 6) Develop a streetscape plan to link the downtown and rail corridor.
 - 7) Create a budget for streetscape and parking improvements.
 - 8) Commission local artists to design unique signs and/or streetscape elements.
 - 9) Promote façade improvement program and other incentives for downtown building owners.
 - 10) Maintain photo library of downtown buildings.

PLEDGE RECORD

LAKE PROJECT COST #####

CURRENT REVENUE SOURCES

| | |
|--------------------------------|--------------|
| Local Tax Money | ##### |
| Grants | \$596,988.00 |
| Pre-fund raising pledges | \$25,000.00 |
| Previous Lake Restoration Fund | \$13,857.04 |
| TOTAL | ##### |

This is less \$100,000 due to loss of a previous pledge.

-\$128,212.55 (Additional revenue needed for lake project)

TOTAL TO DATE CONT. DATE OF

| | | | |
|-------------------------|-------------|-------------|--------|
| PRE-FUNDRAISING PLEDGES | TOTAL | TO DATE | CONT. |
| Rosemary Gall | \$25,000.00 | \$25,000.00 | 8/5/10 |

\$12,500 of this flowed through MCF. MCF paid this to the Village.

IN KIND DONATIONS

| | |
|--|-------------|
| Herb & Luane Blaser - Land | \$28,000.00 |
| Montgomery Associates | \$43,455.00 |
| Montgomery Associates - Olson | \$2,200.00 |
| Montgomery Associates - Credit Memo | \$7,891.25 |
| MSA (Community Park Portion of Park Study) | \$4,000.00 |
| | \$81,546.25 |

| FUND RAISING PLEDGES | PLEDGE AMOUNT | TOTAL PLEDGES | PER CENT OF \$1,200,000 | PLEDGE YEARS | NUMBER OF PAYMENTS | DATE OF PLEDGE | CONTRIBUTIONS TO DATE | DATE OF LAST CONT. | TOTAL CONTRIBUTIONS TO DATE |
|----------------------------------|---------------|---------------|-------------------------|--------------|--------------------|----------------|-----------------------|--------------------|-----------------------------|
| Ace, David | \$2,000.00 | \$2,000.00 | 0.17% | | | | \$2,000.00 | | \$2,000.00 |
| Anderson Processing | \$20,000.00 | \$22,000.00 | 1.83% | | One | | \$20,000.00 | 3/8/11 | \$22,000.00 |
| Anonymous | \$50.00 | \$22,050.00 | 1.84% | | | | \$50.00 | 4/20/11 | \$22,050.00 |
| Anonymous 1 | \$25,000.00 | \$47,050.00 | 3.92% | | One | | \$25,000.00 | 10/20/10 | \$47,050.00 |
| Anonymous 2 | \$25,000.00 | \$72,050.00 | 6.00% | | Four | | \$6,500.00 | 12/22/10 | \$53,550.00 |
| Anonymous 3 | \$5,000.00 | \$77,050.00 | 6.42% | | One | | \$2,500.00 | 6/15/11 | \$56,050.00 |
| Argall Dairy Systems, Inc. | \$7,500.00 | \$84,550.00 | 7.05% | | | | | | \$56,050.00 |
| Belleville Community Club | \$50,000.00 | \$134,550.00 | 11.21% | 10 | One | 9/23/10 | \$50,000.00 | 12/17/10 | \$106,050.00 |
| Blaser, Herb & Luane | \$50,000.00 | \$184,550.00 | 15.38% | 2 | Monthly | 2/15/11 | \$200.00 | 3/21/11 | \$106,250.00 |
| Cate, Eugene and Lori | \$3,600.00 | \$188,150.00 | 15.68% | 3 | | | | | \$106,250.00 |
| Duluth Trading (Steve Schlect) | \$150,000.00 | \$338,150.00 | 28.18% | | | | | | \$106,250.00 |
| Fahey, Phil | \$100.00 | \$338,250.00 | 28.19% | | | | \$100.00 | 12/1/10 | \$106,350.00 |
| Federated Youth Foundation, Inc. | \$2,000.00 | \$340,250.00 | 28.35% | | | | \$2,000.00 | 12/31/10 | \$108,350.00 |
| Francis Family | \$150,000.00 | \$490,250.00 | 40.85% | 4 | Annual | 9/9/10 | \$37,500.00 | 12/2/10 | \$145,850.00 |
| Funseth, Lena & Casey | \$1,500.00 | \$491,750.00 | 40.98% | 3 | Monthly | 10/7/10 | \$250.02 | 6/15/11 | \$146,100.02 |
| Goke, Rosger & Kim | \$10,000.00 | \$501,750.00 | 41.81% | 2 | Annual | 3/7/11 | \$5,000.00 | 3/7/11 | \$151,100.02 |
| Haak, Steve and Becky | \$1,500.00 | \$503,250.00 | 41.94% | | | | | | \$151,100.02 |
| Jenkins Engineering - In Kind | \$75,000.00 | \$578,250.00 | 48.19% | | One | | | | \$151,100.02 |
| Kittleson, Richard and Darlene | \$5,000.00 | \$583,250.00 | 48.60% | 2 | Annual | 5/15/11 | \$2,500.00 | 5/26/11 | \$153,600.02 |
| Kringle, Terry & Jean | \$3,000.00 | \$586,250.00 | 48.85% | 3 | Annual | 9/30/10 | \$1,000.00 | 12/27/11 | \$154,600.02 |
| Land O'Lakes Foundation | \$2,000.00 | \$588,250.00 | 49.02% | | | | \$2,000.00 | 12/31/10 | \$156,600.02 |
| Landmark Services Cooperation | \$2,000.00 | \$590,250.00 | 49.19% | | | | \$2,000.00 | 12/31/10 | \$158,600.02 |

PLEDGE RECORD

| | | | | | | | | | |
|--|-------------|--------------|--------|---|--------|---------|-------------|----------|--------------|
| Lathrop & Clark | \$1,000.00 | \$591,250.00 | 49.27% | | | | \$1,000.00 | 11/19/10 | \$159,600.02 |
| Loertscher, Gary & Sue | \$500.00 | \$591,750.00 | 49.31% | | One | 9/30/10 | \$500.00 | 10/28/10 | \$160,100.02 |
| Lusk, Don & Laurine | \$300.00 | \$592,050.00 | 49.34% | 3 | Annual | 9/30/10 | \$100.00 | 10/4/10 | \$160,200.02 |
| Madison Community Foundation | \$30,000.00 | \$622,050.00 | 51.84% | 1 | One | 9/9/10 | \$30,000.00 | 12/15/10 | \$190,200.02 |
| Miscellaneous - Bowling Fundraiser | \$1,105.00 | \$623,155.00 | 51.93% | | One | | \$1,105.00 | 5/6/10 | \$191,305.02 |
| Montgomery Associates - 2011 In Kind | \$5,000.00 | \$628,155.00 | 52.35% | | One | | \$4,000.00 | | \$195,305.02 |
| MSA - In Kind (Part of park plan work) | \$4,000.00 | \$632,155.00 | 52.68% | | | | | | \$195,305.02 |
| Nicholson, Bliss (In Kind) | \$20,000.00 | \$652,155.00 | 54.35% | | | | \$2,000.00 | 12/31/10 | \$197,305.02 |
| O'Connor, Mike & Cindy | \$5,000.00 | \$657,155.00 | 54.77% | | One | | \$50.00 | 7/29/10 | \$197,355.02 |
| Olsen, Becky | \$1,500.00 | \$658,655.00 | 54.89% | | | | \$50.00 | 12/9/10 | \$197,405.02 |
| PrairieLand Dairy (Chuck Fahy - Jerry Butts) | \$50.00 | \$658,755.00 | 54.90% | | | | | 6/6/11 | \$198,905.02 |
| Schmitz, Jim | \$10,000.00 | \$668,755.00 | 55.73% | 1 | Annual | 6/6/11 | \$1,500.00 | 6/13/11 | \$200,905.02 |
| Stafford Rosenbaum LLP | \$5,000.00 | \$673,755.00 | 56.15% | 3 | Annual | 2/16/11 | \$2,000.00 | 2/18/11 | \$200,905.02 |
| Sugar River Bank of New Glarus | \$6,000.00 | \$679,755.00 | 56.65% | 3 | Annual | | \$400.00 | 2/17/11 | \$201,305.02 |
| Tensar International | \$400.00 | \$680,155.00 | 56.68% | | | | | | |

LIAISE COMMITTEE MINUTES
July 21, 2011, 5:30 p.m.

Members Present: Lance Williston, Jim Schmitz, Terry Kringle
Members Absent: Heidi Fahey, Gary Ziegler
Visitors Present : Judy Bacha

NEW BUSINESS:

1. None

CONTINUING BUSINESS:

1. "In Business" article – Judy Bacha presented an outline for the article she and Heidi had developed. Anna Shramke also suggested some things the article should contain.
 - a. We reviewed the outline and refined it.
 - b. Judy will make the changes discussed, send it to Terry to distribute to committee members and also send it to "In Business" for them to write the article. Once the draft for the article is finished we will again review it and if time permits have other groups review it.
2. Discuss implementation of Community Development Goals and Actions #2 – Create an action plan that identifies long and short term opportunities to enhance the lake, parks and trail system in around the Village of Belleville
 - a. We decided on a name for the project – "Belle View/Sugar River Beautification Project.
 - b. We reviewed the draft and made a few refinements.
 - c. We will present the overall project to the Village Board at their August 1 meeting and ask they make some decisions about it at their August 15 meeting.

We wait to have our next meeting after the August 15 VB meeting.

Submitted by:
Terry Kringle - Chairperson

FIRST AMENDMENT TO AGREEMENT TO
UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 3

BELL WEST DEVELOPMENT –
WEST SIDE NEIGHBORHOOD

THIS FIRST AMENDMENT TO AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of the _____ day of _____, 2011 (the “Amendment”), by and between the Village of Belleville, a Wisconsin municipal corporation (the “Village”), and THEA Group, Inc., a Wisconsin corporation (the “Developer”).

Whereas, on October 19, 2009, the Village and Developer entered an Agreement to Undertake Development in Tax Increment District No. 3 (Bell West Development – West Side Neighborhood) (the “TID Agreement”), relating to the development of Lots 1 through 36 in the Plat of Bell West; and

Whereas, the parties wish to amend certain parts of the TID Agreement.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, Developer and the Village agree as follows:

1. Section B. (3) (a) of the TID Agreement is replaced with the following:

(a) First, Bell West Tax Increment shall be applied to reduce any installment payments due during that year to pay special assessments levied against the Bell West TID Property and to reimburse Developer for any amounts previously paid by Developer and drawn on by the Village under sections C.2.(e)(3), C.3, C.4 and C.5 of this Agreement, and Baker’s Woods Tax Increment shall be applied to reduce any installment payments due during that year to pay special assessments levied against the Baker’s Woods TID Property and to reimburse the developer of the Baker’s Woods TID Property for any amounts previously paid by such developer and drawn on by the Village under sections C.3, C.4 and C.5 of the Baker's Woods Development Agreement. In the event parcels are released from liability for special assessments pursuant to section C.2.(f) of the TID Agreement, Bell West Tax Increment shall nonetheless be applied to reduce any installment payments that would have been due during that year had the parcels not been released from liability for special assessments. The parties intend that Bell West Tax Increment shall continue to be used to pay Annual Debt Service on Village Borrowing after special assessments have been released under section C.2.(f) of the TID Agreement.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701

P.I.N.
See attached list

2. Section C. 2.(e) in the TID Agreement is replaced with the following:

(e) For purposes of this section, "fair market value" shall mean either the estimated fair market value used to establish the most recent assessed value of such property, or the fair market value determined, on a case-by-case basis, using another methodology that is acceptable to the Village. In order to accommodate the sale and/or development of individual parcels within the Bell West TID Property, the Village shall release individual parcels in the Bell West TID Property from liability for the special assessment provided that the requirements of sections C. 2. (e) (1) and (2) are both satisfied.

(1) The fair market value of remaining real property in the Bell West TID Property is greater than one and one-half times the amount of the total unpaid special assessments levied against parcels to be released and all other remaining parcels in the Bell West TID Property. If the fair market value of remaining real property is insufficient this condition shall be satisfied if the Developer deposits a sum of money with the Village that is equal to the lesser of: (i) the amount of the unpaid special assessment against the parcel or parcels to be released; or, (ii) the amount which, when combined with the sum of the fair market value of the remaining parcels in the Bell West TID Property and any other amounts then held by the Village under this section C.2.(e)(1), is greater than one and one-half times the amount of the total unpaid special assessments levied against the parcel or parcels to be released and all other remaining parcels in the Bell West TID Property.

(2) the amount of the unpaid special assessments against the parcels to be released is added to the special assessments against all other remaining parcels in the Bell West TID Property in proportion to the ratio of each remaining parcel's value to all remaining parcels in the Bell West TID Property, and with the written consent of the owners of such remaining parcels.

(3) Any amount deposited with the Village under this section will be held by the Village in an interest bearing account. All interest earned upon such account shall be added to the amount on deposit. The amounts held by the Village shall secure payment of special assessments levied against the Bell West TID Property. If all or part of any special assessment installment payment is not paid when due, the Village may use deposited funds held by the Village pursuant to this section to pay such unpaid amount. Any deposited amount (including interest) held by the Village and applied to pay special assessments shall be reimbursed to the Developer at such time, and in such event, and in such amount as is provided in Section B.3.(a) of the TID Agreement with respect to reimbursement of Developer in cases where assessments have been paid from other forms of security. Any funds on deposit (including interest) under this section shall be returned to the Developer at such time as the alternative release provisions in amended section C.2.(e) or section C.2.(f) of the TID agreement are satisfied.

3. Except as expressly modified in this Amendment, the TID Agreement shall remain in full force and effect.
4. The Village and Developer each participated fully in the drafting of this Amendment, and this Amendment shall not be construed strictly for or against either party for any reason. It shall be construed simply and fairly to both parties.
5. This Amendment shall be effective as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above; and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

VILLAGE:
VILLAGE OF BELLEVILLE
Dane County, Wisconsin

By _____
Howard Ward, Village President

ATTEST:

April Little, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above-named Howard Ward, Village President, and April Little, Village Clerk, of the Village of Belleville, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village's authority.

Subscribed and sworn to before me
This _____ day of _____, 2011.

Notary Public, State of Wisconsin
Print Name: _____
My Commission: _____

DEVELOPER:
THEA GROUP, INC.

By _____
Richard C. Francois, President

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011 the above named Richard C. Francois, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
This _____ day of _____, 2011.

Notary Public, State of Wisconsin
Print Name: _____
My Commission: _____

Approved as to Form:

Matthew P. Dregne
Village Attorney

Attachment:

Exhibit A – Parcel Numbers

EXHIBIT A
PARCEL NUMBERS

OTIS

DATE: 06/17/2011

TO:
 Belleville Public Library
 130 S. Vine Street
 Belleville, WI 53508

FROM:
 Otis Elevator Company
 3202 Progress Road
 Madison, WI 53716

EQUIPMENT LOCATION:
 BELLEVILLE PUBLIC LIBRARY
 130 S VINE STREET
 BELLEVILLE, WI 53508

Tiffany Poole
 Phone: (608) 819-2007
 Fax: (860) 998-7774

MACHINE NUMBER(S): D47596

PROPOSAL NUMBER: MRWJF06171112

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

ELEVATOR SAFETY AND IMPROVEMENT

As your selected service vendor, we feel it is our responsibility to inform you when new, safer, more dependable technology becomes available. We wish to limit your potential liability. Please consider making these upgrades to your elevator.

NEW POWER UNIT

Otis Elevator will provide parts and labor necessary to install a new hydraulic power unit on the above referenced elevator. The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

The proposal covers the following work:

- 1) We will remove all oil from the hydraulic oil reservoir, and piping.
- 2) The existing power unit will then be disconnected, electrically and hydraulically, and removed from the machine room.
- 3) We will install the new power unit and reconnect all electrical components. The old used oil will be replaced with new. Excess oil will be cleaned up.
- 4) We will reactivate the elevator system and adjust the new valve and power unit to appropriate acceleration, deceleration, and leveling patterns.

We will include all engineering, wiring, print, software, and control changes. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The price quoted below does not include sales tax or applicable permits (unless specified) and assumes that all work will be scheduled based on availability of material and manpower to complete the job efficiently. A local Otis Representative will contact you to schedule the work. All work will be performed during the regular working days and

hours of the Elevator Trade.

Otis Service and Repair Order

PRICE: ~~\$16,555.64~~

Sixteen thousand five hundred fifty-five dollars and sixty-four cents

This price is based on a fifty percent (50%) downpayment in the amount of \$8,277.82.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Tiffany Poole

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Scott Calkins

Title: _____

Title: Location Manager

E-mail: _____

Name of Company: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion of the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the full extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

Otis Service and Repair Order

10F

April Little

From: Carolyn Hegge [chegge@STROUDLAW.com]
Sent: Thursday, August 11, 2011 2:01 PM
To: April Little
Cc: Barbara Stransky
Subject: Belleville Clinic
Attachments: Option to Purchase Granted to Village of Belleville in 1993 (2).pdf; Tax Agreement between Thea Group and the Village of Belleville.pdf

Hi April,

Attached you will find the Village of Belleville's option to purchase the existing Belleville Clinic and the house. You will note that in order to determine the option price it will be necessary for the clinic to be appraised by two appraisers, one selected by the Village and one selected by MFMRC. The option requires that each appraiser be a member of the Appraisal Institute. MFMRC has selected an appraiser who is an Associate Member of the Appraisal Institute, but the appraiser does not hold a MAI designation (Member Appraisal Institute). It is our opinion that an appraiser who is an Associate Member of the Appraisal Institute would satisfy the requirement that the appraiser be a member of the Appraisal Institute. However, MFMRC wants to confirm that the Village agrees with this interpretation before it retains the appraiser. Please let me know whether the Village agrees that an appraiser who is an Associate Member of the Appraisal Institute satisfies the requirements for the appraiser in the attached option to purchase.

We also discussed whether the Village was willing to amend paragraph 4 of the Tax Agreement dated October 19, 2009, between Thea Group, Inc. and the Village of Belleville. Paragraph 4 currently prohibits owners of lots in the Bell West subdivision from applying for a property tax exemption. I spoke with Matt Dregne, the attorney for the Village of Belleville, last winter and he told me that paragraph 4 could be amended to permit MFMRC to apply for a property tax exemption for the new Belleville clinic if the Village's Board is willing to do that. You will note that paragraphs 5-8 of the Tax Agreement set forth what happens if property within the Bell West subdivision is exempt from property taxes. Thea Group is willing to consent to the amendment of the Tax Agreement described above. Please let me know if the Village is willing to consider amending paragraph 4 of the Tax Agreement. A copy of the Tax Agreement is attached for your information.

If you have any questions, please do not hesitate to contact me.

Thanks,

Carolyn

Carolyn A. Hegge
Stroud, Willink & Howard, LLC
25 West Main Street, Suite 300
P.O. Box 2236 Madison, WI 53701-2236
Telephone: (608) 257-2281
Fax: (608) 257-7643
Email: chegge@stroudlaw.com
Web site: <http://www.stroudlaw.com>

This message is intended only for the person to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure. Use, distribution or copying by anyone else is prohibited. If you receive this in error, please notify us promptly and then destroy this communication.

8/11/2011

RESTRICTION

Grantee agrees to use the property which is the subject of this Warranty Deed (the "Property") as a medical clinic for allopathic medicine (the regular practice of medicine by physicians) for a period of 20 years following the date of this deed. This restriction on use shall run with the land and be binding on all successors and assigns of the Grantee and the Grantor, unless such condition is removed by a further written agreement of the Grantee and Grantor or their successors and assigns. Grantee is purchasing from a third party the property described as Lot 1, Block 18, of Belleville, Village of Belleville, Dane County, Wisconsin (the "Adjacent Property"), which is adjacent to the Property, so that it can expand the clinic that is currently situated on the Property. If at any time during the 20 year period following the date of this document the Property is not used as a medical clinic for allopathic medicine, then the Grantor shall have the option of purchasing the Property and the Adjacent Property from Grantee for a purchase price equal to the sum of the following: (a) the fair market value of the Adjacent Property (including all capital improvements thereon), and (b) the fair market value of the capital improvements (the "Capital Improvements") which Grantee made to the Property subsequent to the date of closing. This option must be exercised in writing on or before the date that is ninety (90) days after the date on which the Property ceases to be used as a medical clinic for allopathic medicine by the mailing of notice by certified mail, return receipt requested, exercising the option addressed to Grantee at the office of Grantee's registered agent in Wisconsin as shown on the records of the Wisconsin Secretary of State on the date of the exercise of the option. If Grantor exercises this option, the fair market value of the Adjacent Property and of the Capital Improvements shall be determined by averaging the fair market value of the Adjacent Property and the Capital Improvements on the date of the exercise of the option as determined by two appraisals of the Adjacent Property and the Capital Improvements by two independent appraisers, one selected by Grantee and one selected by Grantor. The appraisers selected by Grantee and Grantor must be members of the Appraisal Institute and each party shall pay for the cost of the appraisal by the appraiser selected by the party.

RESTRI. WAR

COPY

TAX AGREEMENT

THIS AGREEMENT is entered into as of the 19TH day of October, 2009 (the "Agreement"), by and between the Village of Belleville, a Wisconsin municipal corporation (the "Village"), and THEA Group, Inc. (the "Owner"), a Wisconsin corporation.

RECITALS

A. Owner is the sole owner of the following described property (the "Property") in the Village of Belleville, more particularly described in Exhibit A.

B. Owner and the Village have entered into or are simultaneously entering into an agreement relating to the development of the Property entitled Agreement to Undertake Development in Tax Increment District No. 3 (Bell West Development - West Side Neighborhood) (hereafter the "TID Agreement").

C. Owner and the Village wish to enter into this Agreement concerning preservation of the taxable status of the Property.

D. The Village's obligations under the TID Agreement are conditioned on Owner signing and recording this Agreement.

E. The Village has provided and shall continue to provide public health, safety, fire and police protection, streets and street maintenance, snow removal, and other governmental services ("Municipal Services") with respect to the Property that are funded by property taxes.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations and benefits provided under this Agreement and the TID Agreement, the receipt and adequacy of which are hereby acknowledged, Owner and the Village agree as follows:

1. Recitals Incorporated. The recitals stated above are incorporated in this Agreement by reference.

2. Definitions. As used in this Agreement, the following terms, when having an initial capital letter, shall mean:

H:\DOCS\007903\000668\00360833.DOC
1014091438

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

FAX:

106/0508-333-8835-1
106/0508-332-8270-1
106/0508-332-9322-1
106/0508-332-9543-1
106/0508-333-8555-1
040/0508-332-8043-0

- (a) Equalized Value. The meaning set forth in section 6 of this Agreement.
- (b) Tax Incremental Base. The value of the Property, as equalized by the Wisconsin Department of Revenue, on the date as of which the District was created.
- (c) Value Increment. The Equalized Value of the Property in any year minus the Tax Incremental Base.
- (d) Property. The Property Described in Exhibit A. It is anticipated that the Property will be subdivided, and that each lot or parcel resulting from the subdivision will be subject to this Agreement. After the Property is subdivided, the word Property shall mean each lot or Parcel that results from the subdivision, and no Owner of any such lot or parcel shall be responsible for the performance of any obligations under this Agreement by the Owner of any other such lot or parcel.

3. Representations and Warranties by Owner. Owner represents and warrants that Owner: (1) is a Wisconsin corporation organized and existing under the laws of the State of Wisconsin; (2) is in good standing with the Wisconsin Department of Financial Institutions; (3) has taken all action necessary to enter into this Agreement; (4) has duly authorized the individual signers of this Agreement to do so; and (5) is the sole owner of the Property, in fee simple



4. Tax Status of the Property. The Property shall be subject to property taxation in perpetuity and shall not be exempt from property taxation, in full or in part, except as required by law. Owner shall take all reasonable actions to assure that the Property shall not be exempt from property taxation, in full or in part, except as required by law. Owner shall not submit any request or application for property tax exemption of the Property, in full or in part, challenge the status of the Property as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the Property to exemption, in full or part.

5. Payment for Municipal Services If Property Becomes Tax Exempt. If in any year (the "Valuation Year") the Property is exempt from property taxation, in full or in part, Owner shall pay the Village, as a payment for Municipal Services provided by the Village with respect to the Property ("Payment for Municipal Services"), the difference between (1) the amount of property taxes, if any, on the Property, actually received by the Village from Owner for the Valuation Year, and (2) the amount of property taxes on the Property that the Village would have received for the Valuation Year if the Property were fully subject to property taxation. The Village shall send Owner an invoice for the Payment for Municipal Services due. One-half of the Payment for Municipal Services shall be due on January 31 of

the year after the Valuation Year. The balance of the Payment for Municipal Services shall be due on July 31 of the year after the Valuation Year. Each payment shall be deemed made when actually received by the Village. Any payment made by check shall not be deemed made until the check has cleared all banks. Any amount due that is not paid on time shall bear interest in the same manner and at the same rate as provided by law for unpaid property taxes. The Payment for Municipal Services shall constitute payment for Municipal Services provided with respect to the Property during the Valuation Year. The Village and Owner acknowledge and agree that this Payment for Municipal Services would constitute a reasonable and appropriate means of carrying out the intent of the parties and would fairly and reasonably compensate the Village for the Municipal Services provided during the Valuation Year.

6. Calculation of Property Taxes As If Property Were Not Exempt – During Existence of Tax Increment District No. 3. While Tax Increment District No. 3 exists, if it becomes necessary to calculate the amount of property taxes on the Property that the Village would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the Village Assessor or, if the Village Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the Village in its sole discretion. (2) The fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the Village, as determined by the Wisconsin Department of Revenue (for purposes of this Agreement the result shall be the "Equalized Value"). (3) The Equalized Value shall be multiplied by the total "interim rate" from the Wisconsin Department of Revenue form PC-202 for the applicable year. The interim rate is obtained by dividing the combined levies from each taxing jurisdiction (the sum of the apportioned levies in column A on form PC-202) by the total equalized value of all taxable property in the Village, excluding the value increment of all tax incremental districts in the Village (the amount used in column B on form PC-202).

7. Calculation of Property Taxes As If Property Were Not Exempt – After Termination of Tax Increment District No. 3. Following the termination of Tax Increment District No. 3, if it becomes necessary to calculate the amount of property taxes on the Property that the Village would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the Village Assessor or, if the Village Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the Village in its sole discretion. (2) The fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the Village, as determined by the Wisconsin Department of Revenue. (3) The resulting amount shall be multiplied by

the Village of Belleville mil rate at which taxable property in the Village is taxed to levy Village of Belleville ad valorem taxes. The amount so calculated after multiplication by the percentage share shall be deemed the amount of property taxes on the Property that the Village would have received if the Property were fully taxable.

8. Binding Effect of Calculation; Dispute Resolution. The amount of any Payment for Municipal Services, determined as provided in this Agreement, shall be binding on the parties unless determined to be excessive in an arbitration proceeding conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the Parties or, if they do not agree, by the Circuit Court for Dane County, Wisconsin, on application of either party. The arbitrator shall be an assessor or appraiser licensed by the State of Wisconsin with at least ten years experience in the valuation of commercial property. Any demand for arbitration shall be made within thirty days after an invoice for Payment of Municipal Services is sent by the Village to Owner. If a demand for arbitration is not made within that time, the parties shall be deemed to have waived arbitration. The party demanding arbitration shall bear all the costs of arbitration. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except that Owner and the Village each waive any right to trial by jury. Any other dispute between the parties arising out of, related to, or connected with this Agreement shall be arbitrated in the same manner.

9. Special Assessment If Any Required Payment for Municipal Services Is Not Timely Made. Any Payment for Municipal Services that is not made when due shall entitle the Village to levy a special assessment against the Property for the amount due, plus interest. Owner hereby consents to the levy of any such special assessment, and pursuant to Wis. Stat. § 66.0703(7)(b), waives any right to notice of or any hearing on any such special assessment.

10. Indemnification. Owner shall indemnify the Village for all amounts of attorneys' fees and expenses and expert fees and expenses incurred in enforcing this Agreement.

11. Remedies. The Village shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy any damages under this agreement.

12. Term of Agreement. The term of this Agreement shall begin on the date the Agreement is signed by both parties and shall continue unless terminated by mutual written agreement.

13. Successors and Assigns. This Agreement is binding on the successors and assigns of the parties, including, but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the

VILLAGE OF BELLEVILLE ORDINANCE 2011-08-01

AN ORDINANCE TO AMEND SECTION 2-1-5 , WARDS AND POLLING PLACES, OF THE MUNICIPAL CODE OF THE VILLAGE OF BELLEVILLE TO ADOPT WARD PLAN AND TO COMBINE MUNICIPAL WARDS FOR VOTING PURPOSES

WHEREAS, Wisconsin Statutes, Section 5.15, requires all cities, villages and towns with a population of 1,000 or more to establish municipal wards based on the results of the 2010 census.

WHEREAS, Section 59.10(3)(b) of the Statutes requires that each county board adopt and transmit to each municipal governing body in the county a tentative county supervisory district plan, dividing the county into districts and designating the approximate location and population of each ward proposed to effectuate the division of the county into districts. These laws require that each municipality designate by consecutive whole number, geographical description and population, the various wards to be created within the municipality. The Village Board of the Village of Belleville, Wisconsin does ordain as follows:

Section 1: Section 2-1-5 of the Municipal Code of the Village is amended to read as follows:

Sec. 2-1-5 Wards; Polling Places.

a) **Wards Established.** There is hereby established pursuant to law three (3) election wards in the Village of Belleville defined and described as follows:

1) Election Ward No. 1 shall be that part of the Village of Belleville located in Dane County, Wisconsin, which includes all lands lying North of the Sugar River and to the western edge of Lake Belle View, the Village boundary to the Northwest, the northeastern boundary of the Village ending at and including the blocks north of Third Avenue, and including properties southwest of STH 69 ending at the southern edge of the Sugar River.

NOTE: Ward 1 description by census block number: part of Tract BNA 0126. Block numbers: 3036, 3039, 3044, 3050-3067, 3070, 3071, 3073, 3075, 3147, 3148, 3152, 3154-3156. Population: 938.

2) Election Ward No. 2 shall be that part of the Village of Belleville located in Dane County, Wisconsin that includes all lands lying south and west of the Sugar River and Lake Belle View and North of Dane/Green County line, extending to the Village boundary to the west, and the boundary east from STH 69 and south from Third Avenue.

NOTE: Ward 2 description by census block number: part of Tract BNA 0126.

K:\Elections\Wards\Ward Ordinance 2010 CensusB.doc August 11, 2011

Block numbers: 3074, 3076, 3078-3081, 3087-3089, 3091-3113, 3117-3138, 3141-3145 and 3149. Population: 910.

3) [NO CHANGE – ADOPTED BY ORDINANCE 2011-06-01]

Sections 4 and 5 are deleted.

b) Polling Places. Wards 1, 2 and 3 created above are hereby combined for voting purposes, so as to share the common polling place which would be the Village Hall. All Dane and Green County ballots will use one voting machine, which distinguishes Ward 1 and 2 (Dane County) ballots from Ward 3 (Green County).

c) Separate Ballot Boxes. Wards 1 and 2 shall use common ballots at any election, except where separate ballots are required under Secs. 5.58 to 5.64, Wis. Stats., and separate ballots shall be maintained for any electors of one (1) or more of the combined wards who are ineligible to vote for any office or referendum for which other electors in the combined wards may vote. Separate ballots will be maintained for Ward 3 (Green County).

Section 2: This Ordinance shall take effect on adoption and publication as provided by law.

This Ordinance was duly adopted by the Village Board of the Village of Belleville on August 15, 2011.

APPROVED:

Howard Ward, President

ATTEST:

April Little, Clerk

Published:

Adopted: 8/15/2011

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CENSUS 2010 BLOCK WARD #S

| BLOCK NUMBERS | WARDS |
|-----------------|------------------|
| 550250126003036 | Belleville - V 1 |
| 550250126003039 | Belleville - V 1 |
| 550250126003044 | Belleville - V 1 |
| 550250126003050 | Belleville - V 1 |
| 550250126003051 | Belleville - V 1 |
| 550250126003052 | Belleville - V 1 |
| 550250126003053 | Belleville - V 1 |
| 550250126003054 | Belleville - V 1 |
| 550250126003055 | Belleville - V 1 |
| 550250126003056 | Belleville - V 1 |
| 550250126003057 | Belleville - V 1 |
| 550250126003058 | Belleville - V 1 |
| 550250126003059 | Belleville - V 1 |
| 550250126003060 | Belleville - V 1 |
| 550250126003061 | Belleville - V 1 |
| 550250126003062 | Belleville - V 1 |
| 550250126003063 | Belleville - V 1 |
| 550250126003064 | Belleville - V 1 |
| 550250126003065 | Belleville - V 1 |
| 550250126003066 | Belleville - V 1 |
| 550250126003067 | Belleville - V 1 |
| 550250126003070 | Belleville - V 1 |
| 550250126003071 | Belleville - V 1 |
| 550250126003073 | Belleville - V 1 |
| 550250126003075 | Belleville - V 1 |
| 550250126003147 | Belleville - V 1 |
| 550250126003148 | Belleville - V 1 |
| 550250126003152 | Belleville - V 1 |
| 550250126003154 | Belleville - V 1 |
| 550250126003155 | Belleville - V 1 |
| 550250126003156 | Belleville - V 1 |
| 550250126003074 | Belleville - V 2 |
| 550250126003076 | Belleville - V 2 |
| 550250126003078 | Belleville - V 2 |
| 550250126003079 | Belleville - V 2 |
| 550250126003080 | Belleville - V 2 |
| 550250126003081 | Belleville - V 2 |
| 550250126003087 | Belleville - V 2 |
| 550250126003088 | Belleville - V 2 |
| 550250126003089 | Belleville - V 2 |
| 550250126003091 | Belleville - V 2 |
| 550250126003092 | Belleville - V 2 |
| 550250126003093 | Belleville - V 2 |
| 550250126003094 | Belleville - V 2 |
| 550250126003095 | Belleville - V 2 |

CENSUS 2010 BLOCK WARD #S

| | |
|-----------------|------------------|
| 550250126003096 | Belleville - V 2 |
| 550250126003097 | Belleville - V 2 |
| 550250126003098 | Belleville - V 2 |
| 550250126003099 | Belleville - V 2 |
| 550250126003100 | Belleville - V 2 |
| 550250126003101 | Belleville - V 2 |
| 550250126003102 | Belleville - V 2 |
| 550250126003103 | Belleville - V 2 |
| 550250126003104 | Belleville - V 2 |
| 550250126003105 | Belleville - V 2 |
| 550250126003106 | Belleville - V 2 |
| 550250126003107 | Belleville - V 2 |
| 550250126003108 | Belleville - V 2 |
| 550250126003109 | Belleville - V 2 |
| 550250126003110 | Belleville - V 2 |
| 550250126003111 | Belleville - V 2 |
| 550250126003112 | Belleville - V 2 |
| 550250126003113 | Belleville - V 2 |
| 550250126003117 | Belleville - V 2 |
| 550250126003118 | Belleville - V 2 |
| 550250126003119 | Belleville - V 2 |
| 550250126003120 | Belleville - V 2 |
| 550250126003121 | Belleville - V 2 |
| 550250126003122 | Belleville - V 2 |
| 550250126003123 | Belleville - V 2 |
| 550250126003124 | Belleville - V 2 |
| 550250126003125 | Belleville - V 2 |
| 550250126003126 | Belleville - V 2 |
| 550250126003127 | Belleville - V 2 |
| 550250126003128 | Belleville - V 2 |
| 550250126003129 | Belleville - V 2 |
| 550250126003130 | Belleville - V 2 |
| 550250126003131 | Belleville - V 2 |
| 550250126003132 | Belleville - V 2 |
| 550250126003133 | Belleville - V 2 |
| 550250126003134 | Belleville - V 2 |
| 550250126003135 | Belleville - V 2 |
| 550250126003136 | Belleville - V 2 |
| 550250126003137 | Belleville - V 2 |
| 550250126003138 | Belleville - V 2 |
| 550250126003141 | Belleville - V 2 |
| 550250126003142 | Belleville - V 2 |
| 550250126003143 | Belleville - V 2 |
| 550250126003144 | Belleville - V 2 |
| 550250126003145 | Belleville - V 2 |
| 550250126003149 | Belleville - V 2 |

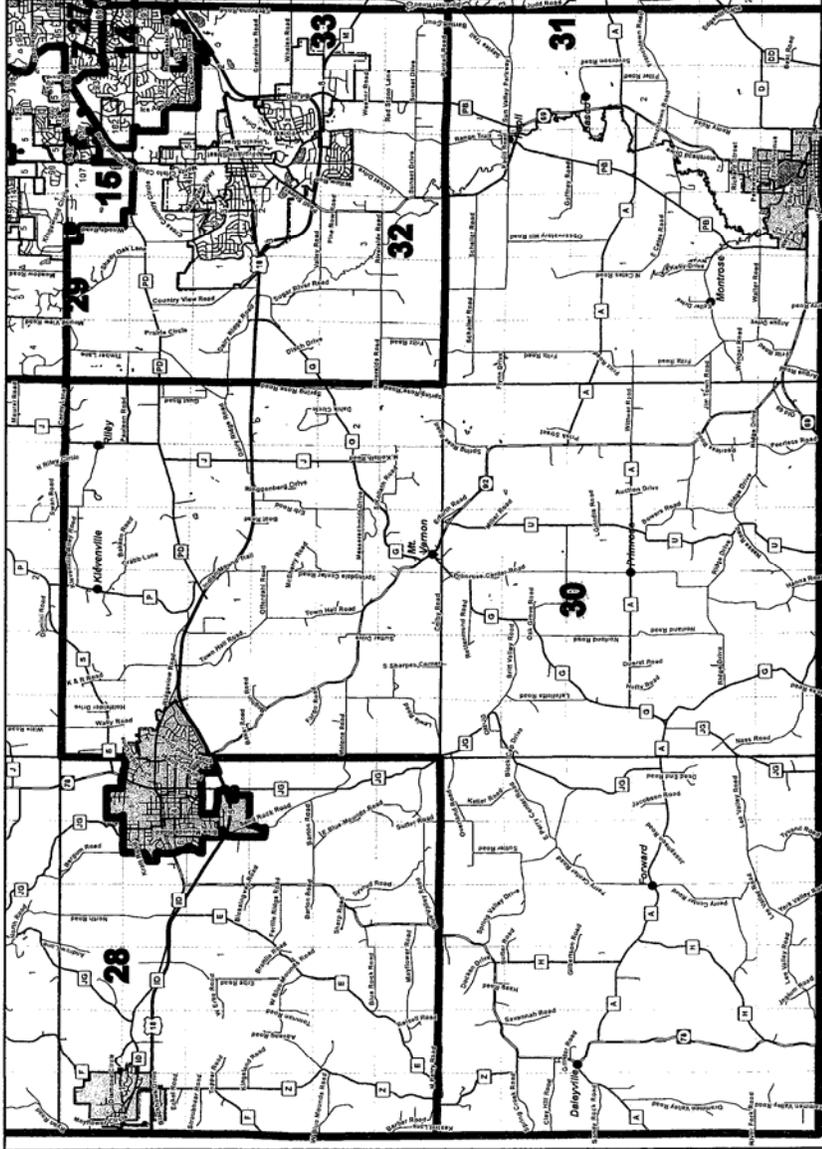
Draft Supervisory District Plan Map

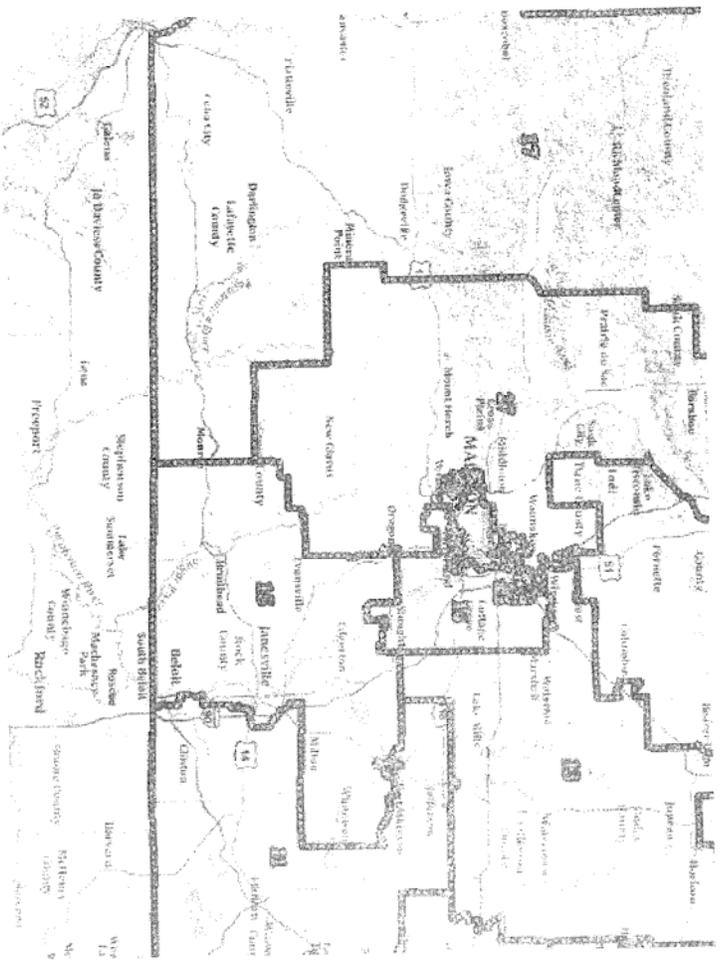
Supervisory District 30

- Legend**
- Proposed Supervisory District Boundaries
 - County Boundaries
 - City
 - Village
 - Unincorporated Area
 - Highway
 - US Highway
 - County Highway
 - Levee Road



This map was prepared by the State Auditor's Office, Missouri, under contract to the Missouri Department of Transportation. The map is intended for informational purposes only and does not constitute a legal document. The State Auditor's Office is not responsible for any errors or omissions on this map. The map is subject to change without notice.





Revised

**VILLAGE OF BELLEVILLE
COST RECOVERY AGREEMENT**

Agreement entered into this _____ day of _____, 2011, by and between THEA Group Inc. ("Developer") and the Village of Belleville, a Wisconsin municipal corporation ("Village").

RECITALS

- A. This Cost Recovery Agreement affects all lots in the Plat of Bell West (the "Property") within the Village of Belleville ("Village"):
- B. The undersigned Developer has requested the Village to release a special assessment lien in the amount of \$ 196,275.24 from Lot 33 in the Plat of Bell West, and to reallocate the amount specially assessed against Lot 33 among the remaining Lots in the Bell West Plat (collectively the "Special Assessment Reallocation"), in accordance with applicable State laws and Village ordinances, resolutions and policies.
- C. Responding to the Developer's request will require the Village to evaluate the value of the Lots in the Bell West Plat, determine whether reallocation of the special assessment against Lot 33 is financially, contractually and legally appropriate, and take those steps legally necessary and appropriate to release the special assessment from Lot 33 and reallocate such special assessment to the other lots in the Bell West Plat (collectively the "Special Assessment Reallocation"), in accordance with applicable State laws and Village ordinances, resolutions and policies.
- D. The Village wishes to review and process the Special Assessment Reallocation in accordance with applicable laws and without undue expense to Village taxpayers.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, Developer agrees as follows:

SECTION 1. PAYMENT FOR REVIEW SERVICES

1.1. Developer shall pay all costs ("Administrative Costs") incurred by the Village for services performed by or on behalf of the Village in conjunction with the Special Assessment Reallocation, including, but not limited to, engineering, consulting and legal fees, publication costs, and Village administrative costs. Developer acknowledges that Administrative Costs will be incurred in connection with, among other

things: determining the value of the Lots in the Bell West Plat; evaluating whether reallocation of the special assessment against Lot 33 is financially, contractually and legally appropriate; releasing the special assessment lien from Lot 33; modifying the special assessment liens against other lots in the Bell West Plat. Consulting, engineering, and legal fees during the review and approval process shall be the actual costs to the Village on the basis of submitted invoices plus ten percent (10%). The additional 10 percent and 1 percent shall be in lieu of charging for the time of Village employees.

1.2. Administrative Costs shall be billed monthly. Bills shall be considered delivered upon personal delivery to the Developer or upon mailing to the Developer at the following address:

1.3. Developer shall pay the Administrative Costs within thirty (30) days of the time when the Village delivers its bill. Failure to do so entitles the Village to withdraw the amount of such unpaid bill from the guarantee of payment under section 2 below.

1.4. Developer acknowledges and understands that the legal, engineering or other professional consultants retained by the Village are acting exclusively on behalf of the Village and not Developer.

1.5. Developer warrants and represents to the Village that Developer owns the Property.

SECTION 2. GUARANTEE OF PAYMENT

2.1. Developer shall guarantee reimbursement of the Administrative Costs by depositing with the Village Clerk cash or a cashier's check payable to the Village in the amount of \$ 3,000, subject to refund or release of unused amounts within 60 days following termination of this Agreement as defined in Section 3.

2.2. If at any time the monies on deposit with the Village pursuant to section 2.1 are insufficient to pay expenses incurred or anticipated by the Village for Administrative Costs, Developer shall deposit additional amounts within thirty (30) days of written demand by the Village Clerk.

2.3. Violation of this Agreement, including but not limited to failure to pay amounts when due or failure to deposit amounts or provide letters of credit required under this section 2, shall entitle the Village to reject the proposed Development.

2.4. Any amount owed the Village under this Agreement shall constitute a lien against the Property collectible as a special charge under Wis. Stat. § 66.0627. Developer consents to the Village Treasurer placing on the tax roll as a special charge, without notice or hearing, any amounts remaining unpaid more than 30 days after billing.

2.5. The remedies provided in this Agreement are cumulative and not exclusive and shall be in addition to, and not in lieu of, any other remedies available to the Village at law or in equity.

2.6. The Village may record this Agreement or a notice thereof. The cost of recording is included in the Administrative Costs.

SECTION 3. TERMINATION

3.1. This Agreement shall terminate upon Village receipt of a written statement from the Developer withdrawing the Special Assessment Reallocation from further consideration.

3.2. The obligation of Developer to reimburse the Village for Administrative Costs incurred to and including the date of termination and the Village's rights and remedies to enforce such reimbursement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Cost Recovery Agreement to be effective when executed by the Developer.

THEA Group Inc

Date

By _____
Print Name: _____
Title: _____

VILLAGE OF BELLEVILLE

Date

By _____
Howard Ward, Village President

By _____
April Little, Village Clerk

Hi April:

I spoke with Jim Mann and Greg Johnson this morning about establishing a more precise installment payment schedule for the special assessments in the Westside Neighborhood. We need your help with a few questions.

The first problem we need help with involves a timing problem with determining the amount of tax increment the Village will receive from the TID. Our agreement with the developers says that we will apply tax increment we receive to pay the special assessment installment payments in the TID. If the tax increment we receive is less than the scheduled installment payment, the developer would need to pay the difference. We need to be able to at least estimate the amount of tax increment we will receive, in order to tell the developers what they will owe. If the developer fails to pay, we would add the amount due to the tax roll. So, we need to establish a workable schedule each year. We discussed the following schedule for this fall:

1. November 21, the Village Board would approve the Village's budget. Once that has occurred, it should be possible to at least estimate the amount of tax increment that should be paid and collected with payment of taxes due in 2012.
2. November 23, we would tell the developers how much tax increment is projected, and what they owe, if anything, for the TID area special assessments.
3. _____? We need to establish the date by which the payment must be received by the Village, to avoid having the payment amount placed on the tax roll.
4. _____? Deadline for placing unpaid amounts on the tax roll.

The second problem we need help with involves the possibility that the Village borrowed more, in 2009, than was ultimately needed to construct the project. If we have funds remaining, it may be necessary to make a refund to Cosgrove, and to decide what to do with funds that we borrowed for the Bell West and Baker's Woods areas. According to Greg and Jim, we have specially assessed the full amount borrowed. If we didn't use it all, we may be able to hold the excess funds in an account that could be used to cover special assessments. Given that we may be converting the Baker's Woods BAN to B Bonds, we could reduce their special assessment by the amount of any excess funds associated with their share.

Please call me to discuss this. Thanks April.

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, Wisconsin 53701-1784
608.259.2618
www.staffordlaw.com



If you receive this e-mail in error, use or disclosure is prohibited. Please notify me of the error by e-mail and delete this e-mail. Thank you.

8/2/2011

April Little

From: Greg Johnson [gjohnson@ehlers-inc.com]
Sent: Tuesday, August 02, 2011 1:31 PM
To: Matthew Dregne; April Little
Cc: Jim Mann
Subject: RE: Special Assessments - Installment Payment Schedule
Attachments: Bakers Woods Non-TID Estimate Installment Schedule.pdf; Bell West Non-TID Installment Schedule Agreement.pdf; Bakers Woods Installment Schedule.pdf; Bell West Installment Schedule.pdf

Attached are installment schedules for the Non-TID and TID areas for each developer by lot. The interest rate for the Bell West Non-TID area is the True Interest Cost percentage for the 2010 Special Assessment B Bonds. The Bakers Woods non-TID portion is estimated at 5%. When the 2010 Bond Anticipation Note is converted to B Bonds, we will need to develop a new schedule based on the TIC of those B Bonds.

For the TID portions for each developer, the interest rate used is the Build America Bond True Interest Cost.

Please review this and let us know if this is consistent with what was envisioned. Hopefully this can help accelerate the process once we all have something to evaluate.

Greg

Greg Johnson, CIPFA
Financial Advisor
Phone (262) 796-6168
Fax (262) 785-1810
www.ehlers-inc.com



From: Matthew Dregne [mailto:MDREGNE@staffordlaw.com]
Sent: Tuesday, August 02, 2011 1:23 PM
To: April Little
Cc: Jim Mann; Greg Johnson
Subject: Special Assessments - Installment Payment Schedule

Hi April:

I spoke with Jim Mann and Greg Johnson this morning about establishing a more precise installment payment schedule for the special assessments in the Westside Neighborhood. We need your help with a few questions.

The first problem we need help with involves a timing problem with determining the amount of tax increment the Village will receive from the TID. Our agreement with the developers says that we will

8/2/2011

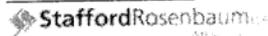
apply tax increment we receive to pay the special assessment installment payments in the TID. If the tax increment we receive is less than the scheduled installment payment, the developer would need to pay the difference. We need to be able to at least estimate the amount of tax increment we will receive, in order to tell the developers what they will owe. If the developer fails to pay, we would add the amount due to the tax roll. So, we need to establish a workable schedule each year. We discussed the following schedule for this fall:

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The second problem we need help with involves the possibility that the Village borrowed more, in 2009, than was ultimately needed to construct the project. If we have funds remaining, it may be necessary to make a refund to Cosgrove, and to decide what to do with funds that we borrowed for the Bell West and Baker's Woods areas. According to Greg and Jim, we have specially assessed the full amount borrowed. If we didn't use it all, we may be able to hold the excess funds in an account that could be used to cover special assessments. Given that we may be converting the Baker's Woods BAN to B Bonds, we could reduce their special assessment by the amount of any excess funds associated with their share.

Please call me to discuss this. Thanks April.

Matthew P. Dregne
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222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, Wisconsin 53701-1784
608.259.2618
www.staffordlaw.com



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8/2/2011

April Little

From: Greg Johnson [gjohnson@ehlers-inc.com]
Sent: Tuesday, August 02, 2011 4:07 PM
To: Matthew Dregne; April Little
Cc: Jim Mann
Subject: RE: Special Assessments - Installment Payment Schedule
Attachments: Bell West TID Installment Schedule 8-1-2011.pdf; Bakers Woods TID Installment Schedule 8-12011.pdf

All,

Attached are revised installment schedules for the TID Portion for each developer. This is based on a phone conversation Matt and I had this afternoon. Here is my understanding of what we outlined:

1. We leave the special assessment amounts levied per lot in place based on the original Resolution.
2. We amend the Resolution to include the attached installment schedule to clarify when payment is due.

The installment schedule includes a lump sum payment due, assuming no increment. This ties out to the exhibit in the Assessment Report that outlined each developer's share in total, but provides the amount on a per lot basis.

I think this is much easier to follow. Please let me know if anyone has any questions.

P.S. Matt, to confirm the reason the principal amount on the Bell West non-TID is different on the installment schedules versus the Resolutions adopted is because the par amount was reduced on the day of sale from \$450,000 to \$440,000.

Thanks.

Greg

Greg Johnson, CIPFA
Financial Advisor
Phone (262) 796-6168
Fax (262) 785-1810
www.ehlers-inc.com



From: Matthew Dregne [mailto:MDREGNE@staffordlaw.com]
Sent: Tuesday, August 02, 2011 1:23 PM
To: April Little
Cc: Jim Mann; Greg Johnson
Subject: Special Assessments - Installment Payment Schedule

8/2/2011

Bell West TID Costs
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds
With Build America Bond Designation (BAB)

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Annual Assessment Installment | Scheduled Assessment Interest | Scheduled BAB Rebate | Total Assessment* |
|------------------|--|-------------------------------|-------------------------------|-----------------------|-----------------------|
| 2009 | or 2010** | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2010 | or 2011** | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2011 | or 2012 | \$0.00 | \$78,328.14 | (\$27,414.85) | \$50,913.29 |
| 2012 | or 2013 | \$0.00 | \$78,328.14 | (\$27,414.85) | \$50,913.29 |
| 2013 | or 2014 | \$0.00 | \$78,328.14 | (\$27,414.85) | \$50,913.29 |
| 2014 | or 2015 | \$0.00 | \$78,328.14 | (\$27,414.85) | \$50,913.29 |
| 2015 | or 2016 | \$57,194.70 | \$78,328.14 | (\$27,414.85) | \$108,107.99 |
| 2016 | or 2017 | \$85,792.05 | \$75,754.38 | (\$26,514.03) | \$135,032.40 |
| 2017 | or 2018 | \$85,792.05 | \$71,679.26 | (\$25,087.73) | \$132,383.57 |
| 2018 | or 2019 | \$85,792.05 | \$67,389.66 | (\$23,586.37) | \$129,595.33 |
| 2019 | or 2020 | \$94,371.26 | \$62,885.57 | (\$22,009.95) | \$135,246.88 |
| 2020 | or 2021 | \$100,090.73 | \$57,695.15 | (\$20,193.30) | \$137,592.58 |
| 2021 | or 2022 | \$100,090.73 | \$51,989.98 | (\$18,196.49) | \$133,884.21 |
| 2022 | or 2023 | \$100,090.73 | \$46,184.72 | (\$16,164.65) | \$130,110.79 |
| 2023 | or 2024 | \$100,090.73 | \$40,279.37 | (\$14,097.77) | \$126,272.32 |
| 2024 | or 2025 | \$100,090.73 | \$34,273.92 | (\$11,995.87) | \$122,368.78 |
| 2025 | or 2026 | \$100,090.73 | \$28,168.39 | (\$9,858.94) | \$118,400.18 |
| 2026 | or 2027 | \$114,389.40 | \$21,962.76 | (\$7,686.97) | \$128,665.20 |
| 2027 | or 2028 | \$114,389.40 | \$14,756.23 | (\$5,164.68) | \$123,980.95 |
| 2028 | or 2029 | \$114,389.40 | \$7,435.31 | (\$2,602.36) | \$119,222.35 |
| Totals | | \$1,352,654.66 | \$972,095.42 | (\$340,233.37) | \$1,984,516.71 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.

** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West TID Costs
 Amounts Identified in Resolution # 2010-09-04
 Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds
 With Build America Bond Designation (BAB)

| | % Of Total | Total Payment |
|--------|------------|-----------------------|
| Lot 5 | 3.89% | \$77,164.66 |
| Lot 6 | 3.45% | \$68,458.90 |
| Lot 7 | 4.19% | \$83,100.40 |
| Lot 8 | 7.98% | \$158,286.48 |
| Lot 19 | 3.99% | \$79,143.23 |
| Lot 20 | 2.73% | \$54,213.12 |
| Lot 21 | 3.69% | \$73,207.50 |
| Lot 22 | 3.39% | \$67,271.75 |
| Lot 23 | 3.09% | \$61,336.01 |
| Lot 24 | 3.19% | \$63,314.60 |
| Lot 25 | 4.33% | \$85,870.41 |
| Lot 26 | 3.71% | \$73,603.21 |
| Lot 27 | 3.79% | \$75,186.08 |
| Lot 28 | 3.73% | \$73,998.93 |
| Lot 29 | 2.23% | \$44,320.21 |
| Lot 30 | 3.67% | \$72,811.78 |
| Lot 31 | 3.57% | \$70,833.20 |
| Lot 32 | 11.88% | \$235,846.84 |
| Lot 33 | 9.89% | <u>\$196,275.24</u> ✕ |
| Lot 34 | 3.71% | \$73,603.21 |
| Lot 35 | 4.03% | \$79,934.67 |
| Lot 36 | 5.88% | \$116,736.28 |
| TOTAL | 100.00% | \$1,984,516.71 |

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 6 3.45%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|---|-------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$1,756.33 |
| 2012 | or 2013 | \$1,756.33 |
| 2013 | or 2014 | \$1,756.33 |
| 2014 | or 2015 | \$1,756.33 |
| 2015 | or 2016 | \$3,729.35 |
| 2016 | or 2017 | \$4,658.15 |
| 2017 | or 2018 | \$4,566.77 |
| 2018 | or 2019 | \$4,470.59 |
| 2019 | or 2020 | \$4,665.55 |
| 2020 | or 2021 | \$4,746.46 |
| 2021 | or 2022 | \$4,618.54 |
| 2022 | or 2023 | \$4,488.37 |
| 2023 | or 2024 | \$4,355.95 |
| 2024 | or 2025 | \$4,221.30 |
| 2025 | or 2026 | \$4,084.39 |
| 2026 | or 2027 | \$4,438.50 |
| 2027 | or 2028 | \$4,276.91 |
| 2028 | or 2029 | \$4,112.76 |
| | | \$68,458.90 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 7 4.19%

| Payment Due 11/1 | or | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$2,131.96 |
| 2012 | or | 2013 | \$2,131.96 |
| 2013 | or | 2014 | \$2,131.96 |
| 2014 | or | 2015 | \$2,131.96 |
| 2015 | or | 2016 | \$4,526.95 |
| 2016 | or | 2017 | \$5,654.40 |
| 2017 | or | 2018 | \$5,543.48 |
| 2018 | or | 2019 | \$5,426.72 |
| 2019 | or | 2020 | \$5,663.38 |
| 2020 | or | 2021 | \$5,761.60 |
| 2021 | or | 2022 | \$5,606.32 |
| 2022 | or | 2023 | \$5,448.31 |
| 2023 | or | 2024 | \$5,287.57 |
| 2024 | or | 2025 | \$5,124.12 |
| 2025 | or | 2026 | \$4,957.93 |
| 2026 | or | 2027 | \$5,387.77 |
| 2027 | or | 2028 | \$5,191.62 |
| 2028 | or | 2029 | \$4,992.36 |
| | | | \$83,100.40 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 8 7.98%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|--------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$4,060.88 |
| 2012 | or | 2013 | \$4,060.88 |
| 2013 | or | 2014 | \$4,060.88 |
| 2014 | or | 2015 | \$4,060.88 |
| 2015 | or | 2016 | \$8,622.77 |
| 2016 | or | 2017 | \$10,770.28 |
| 2017 | or | 2018 | \$10,559.01 |
| 2018 | or | 2019 | \$10,336.62 |
| 2019 | or | 2020 | \$10,787.39 |
| 2020 | or | 2021 | \$10,974.48 |
| 2021 | or | 2022 | \$10,678.70 |
| 2022 | or | 2023 | \$10,377.73 |
| 2023 | or | 2024 | \$10,071.57 |
| 2024 | or | 2025 | \$9,760.22 |
| 2025 | or | 2026 | \$9,443.68 |
| 2026 | or | 2027 | \$10,262.43 |
| 2027 | or | 2028 | \$9,888.81 |
| 2028 | or | 2029 | \$9,509.26 |
| | | | \$158,286.48 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 19 3.99%

| Payment Due 11/1 | or | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$2,030.44 |
| 2012 | or | 2013 | \$2,030.44 |
| 2013 | or | 2014 | \$2,030.44 |
| 2014 | or | 2015 | \$2,030.44 |
| 2015 | or | 2016 | \$4,311.39 |
| 2016 | or | 2017 | \$5,385.14 |
| 2017 | or | 2018 | \$5,279.50 |
| 2018 | or | 2019 | \$5,168.31 |
| 2019 | or | 2020 | \$5,393.69 |
| 2020 | or | 2021 | \$5,487.24 |
| 2021 | or | 2022 | \$5,339.35 |
| 2022 | or | 2023 | \$5,188.86 |
| 2023 | or | 2024 | \$5,035.79 |
| 2024 | or | 2025 | \$4,880.11 |
| 2025 | or | 2026 | \$4,721.84 |
| 2026 | or | 2027 | \$5,131.21 |
| 2027 | or | 2028 | \$4,944.40 |
| 2028 | or | 2029 | \$4,754.63 |
| | | | \$79,143.23 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 20 2.73%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|------------------|----|--|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,390.85 |
| 2012 | or | 2013 | \$1,390.85 |
| 2013 | or | 2014 | \$1,390.85 |
| 2014 | or | 2015 | \$1,390.85 |
| 2015 | or | 2016 | \$2,953.30 |
| 2016 | or | 2017 | \$3,688.82 |
| 2017 | or | 2018 | \$3,616.46 |
| 2018 | or | 2019 | \$3,540.29 |
| 2019 | or | 2020 | \$3,694.68 |
| 2020 | or | 2021 | \$3,758.76 |
| 2021 | or | 2022 | \$3,657.46 |
| 2022 | or | 2023 | \$3,554.37 |
| 2023 | or | 2024 | \$3,449.51 |
| 2024 | or | 2025 | \$3,342.88 |
| 2025 | or | 2026 | \$3,234.46 |
| 2026 | or | 2027 | \$3,514.88 |
| 2027 | or | 2028 | \$3,386.92 |
| 2028 | or | 2029 | \$3,256.92 |
| | | | \$54,213.12 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 21 3.69%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,878.16 |
| 2012 | or | 2013 | \$1,878.16 |
| 2013 | or | 2014 | \$1,878.16 |
| 2014 | or | 2015 | \$1,878.16 |
| 2015 | or | 2016 | \$3,988.03 |
| 2016 | or | 2017 | \$4,981.25 |
| 2017 | or | 2018 | \$4,883.54 |
| 2018 | or | 2019 | \$4,780.69 |
| 2019 | or | 2020 | \$4,989.17 |
| 2020 | or | 2021 | \$5,075.70 |
| 2021 | or | 2022 | \$4,938.90 |
| 2022 | or | 2023 | \$4,799.70 |
| 2023 | or | 2024 | \$4,658.10 |
| 2024 | or | 2025 | \$4,514.10 |
| 2025 | or | 2026 | \$4,367.70 |
| 2026 | or | 2027 | \$4,746.37 |
| 2027 | or | 2028 | \$4,573.57 |
| 2028 | or | 2029 | \$4,398.03 |
| | | | \$73,207.50 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 22 3.39%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,725.87 |
| 2012 | or | 2013 | \$1,725.87 |
| 2013 | or | 2014 | \$1,725.87 |
| 2014 | or | 2015 | \$1,725.87 |
| 2015 | or | 2016 | \$3,664.68 |
| 2016 | or | 2017 | \$4,577.37 |
| 2017 | or | 2018 | \$4,487.58 |
| 2018 | or | 2019 | \$4,393.06 |
| 2019 | or | 2020 | \$4,584.64 |
| 2020 | or | 2021 | \$4,664.16 |
| 2021 | or | 2022 | \$4,538.45 |
| 2022 | or | 2023 | \$4,410.54 |
| 2023 | or | 2024 | \$4,280.42 |
| 2024 | or | 2025 | \$4,148.09 |
| 2025 | or | 2026 | \$4,013.57 |
| 2026 | or | 2027 | \$4,361.53 |
| 2027 | or | 2028 | \$4,202.74 |
| 2028 | or | 2029 | \$4,041.44 |
| | | | \$67,271.75 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 23 3.09%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,573.59 |
| 2012 | or | 2013 | \$1,573.59 |
| 2013 | or | 2014 | \$1,573.59 |
| 2014 | or | 2015 | \$1,573.59 |
| 2015 | or | 2016 | \$3,341.32 |
| 2016 | or | 2017 | \$4,173.48 |
| 2017 | or | 2018 | \$4,091.62 |
| 2018 | or | 2019 | \$4,005.44 |
| 2019 | or | 2020 | \$4,180.11 |
| 2020 | or | 2021 | \$4,252.61 |
| 2021 | or | 2022 | \$4,138.00 |
| 2022 | or | 2023 | \$4,021.37 |
| 2023 | or | 2024 | \$3,902.73 |
| 2024 | or | 2025 | \$3,782.09 |
| 2025 | or | 2026 | \$3,659.43 |
| 2026 | or | 2027 | \$3,976.69 |
| 2027 | or | 2028 | \$3,831.91 |
| 2028 | or | 2029 | \$3,684.84 |
| | | | \$61,336.01 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 24 3.19%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|------------------|--|-------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$1,624.35 |
| 2012 | or 2013 | \$1,624.35 |
| 2013 | or 2014 | \$1,624.35 |
| 2014 | or 2015 | \$1,624.35 |
| 2015 | or 2016 | \$3,449.11 |
| 2016 | or 2017 | \$4,308.11 |
| 2017 | or 2018 | \$4,223.60 |
| 2018 | or 2019 | \$4,134.65 |
| 2019 | or 2020 | \$4,314.96 |
| 2020 | or 2021 | \$4,389.79 |
| 2021 | or 2022 | \$4,271.48 |
| 2022 | or 2023 | \$4,151.09 |
| 2023 | or 2024 | \$4,028.63 |
| 2024 | or 2025 | \$3,904.09 |
| 2025 | or 2026 | \$3,777.47 |
| 2026 | or 2027 | \$4,104.97 |
| 2027 | or 2028 | \$3,955.52 |
| 2028 | or 2029 | \$3,803.70 |
| | | \$63,314.60 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 25 4.33%

| Payment Due 11/1 | or | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$2,203.03 |
| 2012 | or | 2013 | \$2,203.03 |
| 2013 | or | 2014 | \$2,203.03 |
| 2014 | or | 2015 | \$2,203.03 |
| 2015 | or | 2016 | \$4,677.85 |
| 2016 | or | 2017 | \$5,842.88 |
| 2017 | or | 2018 | \$5,728.26 |
| 2018 | or | 2019 | \$5,607.61 |
| 2019 | or | 2020 | \$5,852.16 |
| 2020 | or | 2021 | \$5,953.66 |
| 2021 | or | 2022 | \$5,793.19 |
| 2022 | or | 2023 | \$5,629.92 |
| 2023 | or | 2024 | \$5,463.83 |
| 2024 | or | 2025 | \$5,294.92 |
| 2025 | or | 2026 | \$5,123.20 |
| 2026 | or | 2027 | \$5,567.37 |
| 2027 | or | 2028 | \$5,364.68 |
| 2028 | or | 2029 | \$5,158.77 |
| | | | \$85,870.41 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 26 3.71%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|---|-------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$1,888.31 |
| 2012 | or 2013 | \$1,888.31 |
| 2013 | or 2014 | \$1,888.31 |
| 2014 | or 2015 | \$1,888.31 |
| 2015 | or 2016 | \$4,009.59 |
| 2016 | or 2017 | \$5,008.18 |
| 2017 | or 2018 | \$4,909.94 |
| 2018 | or 2019 | \$4,806.53 |
| 2019 | or 2020 | \$5,016.14 |
| 2020 | or 2021 | \$5,103.13 |
| 2021 | or 2022 | \$4,965.60 |
| 2022 | or 2023 | \$4,825.64 |
| 2023 | or 2024 | \$4,683.28 |
| 2024 | or 2025 | \$4,538.50 |
| 2025 | or 2026 | \$4,391.31 |
| 2026 | or 2027 | \$4,772.03 |
| 2027 | or 2028 | \$4,598.30 |
| 2028 | or 2029 | \$4,421.81 |
| | | \$73,603.21 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

**Bell West Share of Total Debt Service
 Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds**

Lot 27 3.79%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,928.92 |
| 2012 | or | 2013 | \$1,928.92 |
| 2013 | or | 2014 | \$1,928.92 |
| 2014 | or | 2015 | \$1,928.92 |
| 2015 | or | 2016 | \$4,095.82 |
| 2016 | or | 2017 | \$5,115.88 |
| 2017 | or | 2018 | \$5,015.53 |
| 2018 | or | 2019 | \$4,909.89 |
| 2019 | or | 2020 | \$5,124.01 |
| 2020 | or | 2021 | \$5,212.88 |
| 2021 | or | 2022 | \$5,072.38 |
| 2022 | or | 2023 | \$4,929.42 |
| 2023 | or | 2024 | \$4,784.00 |
| 2024 | or | 2025 | \$4,636.11 |
| 2025 | or | 2026 | \$4,485.75 |
| 2026 | or | 2027 | \$4,874.65 |
| 2027 | or | 2028 | \$4,697.18 |
| 2028 | or | 2029 | \$4,516.90 |
| | | | \$75,186.08 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

**Bell West Share of Total Debt Service
 Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds**

Lot 28 3.73%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|---|-------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$1,898.46 |
| 2012 | or 2013 | \$1,898.46 |
| 2013 | or 2014 | \$1,898.46 |
| 2014 | or 2015 | \$1,898.46 |
| 2015 | or 2016 | \$4,031.15 |
| 2016 | or 2017 | \$5,035.11 |
| 2017 | or 2018 | \$4,936.34 |
| 2018 | or 2019 | \$4,832.37 |
| 2019 | or 2020 | \$5,043.10 |
| 2020 | or 2021 | \$5,130.57 |
| 2021 | or 2022 | \$4,992.29 |
| 2022 | or 2023 | \$4,851.59 |
| 2023 | or 2024 | \$4,708.46 |
| 2024 | or 2025 | \$4,562.90 |
| 2025 | or 2026 | \$4,414.92 |
| 2026 | or 2027 | \$4,797.69 |
| 2027 | or 2028 | \$4,623.02 |
| 2028 | or 2029 | \$4,445.58 |
| | | \$73,998.93 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 29 2.23%

| Payment Due 11/1 | or | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,137.05 |
| 2012 | or | 2013 | \$1,137.05 |
| 2013 | or | 2014 | \$1,137.05 |
| 2014 | or | 2015 | \$1,137.05 |
| 2015 | or | 2016 | \$2,414.38 |
| 2016 | or | 2017 | \$3,015.68 |
| 2017 | or | 2018 | \$2,956.52 |
| 2018 | or | 2019 | \$2,894.25 |
| 2019 | or | 2020 | \$3,020.47 |
| 2020 | or | 2021 | \$3,072.85 |
| 2021 | or | 2022 | \$2,990.04 |
| 2022 | or | 2023 | \$2,905.76 |
| 2023 | or | 2024 | \$2,820.04 |
| 2024 | or | 2025 | \$2,732.86 |
| 2025 | or | 2026 | \$2,644.23 |
| 2026 | or | 2027 | \$2,873.48 |
| 2027 | or | 2028 | \$2,768.87 |
| 2028 | or | 2029 | \$2,662.59 |
| | | | \$44,320.21 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 30 3.67%

| Payment Due 11/1 | or | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,868.01 |
| 2012 | or | 2013 | \$1,868.01 |
| 2013 | or | 2014 | \$1,868.01 |
| 2014 | or | 2015 | \$1,868.01 |
| 2015 | or | 2016 | \$3,966.47 |
| 2016 | or | 2017 | \$4,954.33 |
| 2017 | or | 2018 | \$4,857.14 |
| 2018 | or | 2019 | \$4,754.84 |
| 2019 | or | 2020 | \$4,962.20 |
| 2020 | or | 2021 | \$5,048.26 |
| 2021 | or | 2022 | \$4,912.20 |
| 2022 | or | 2023 | \$4,773.76 |
| 2023 | or | 2024 | \$4,632.92 |
| 2024 | or | 2025 | \$4,489.70 |
| 2025 | or | 2026 | \$4,344.09 |
| 2026 | or | 2027 | \$4,720.72 |
| 2027 | or | 2028 | \$4,548.85 |
| 2028 | or | 2029 | \$4,374.26 |
| | | | \$72,811.78 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 31 3.57%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|------------------|--|-------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$1,817.24 |
| 2012 | or 2013 | \$1,817.24 |
| 2013 | or 2014 | \$1,817.24 |
| 2014 | or 2015 | \$1,817.24 |
| 2015 | or 2016 | \$3,858.69 |
| 2016 | or 2017 | \$4,819.70 |
| 2017 | or 2018 | \$4,725.16 |
| 2018 | or 2019 | \$4,625.64 |
| 2019 | or 2020 | \$4,827.36 |
| 2020 | or 2021 | \$4,911.08 |
| 2021 | or 2022 | \$4,778.72 |
| 2022 | or 2023 | \$4,644.03 |
| 2023 | or 2024 | \$4,507.03 |
| 2024 | or 2025 | \$4,367.70 |
| 2025 | or 2026 | \$4,226.05 |
| 2026 | or 2027 | \$4,592.44 |
| 2027 | or 2028 | \$4,425.24 |
| 2028 | or 2029 | \$4,255.39 |
| | | \$70,833.20 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 32 11.88%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|---|-------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$6,050.71 |
| 2012 | or 2013 | \$6,050.71 |
| 2013 | or 2014 | \$6,050.71 |
| 2014 | or 2015 | \$6,050.71 |
| 2015 | or 2016 | \$12,847.93 |
| 2016 | or 2017 | \$16,047.72 |
| 2017 | or 2018 | \$15,732.92 |
| 2018 | or 2019 | \$15,401.56 |
| 2019 | or 2020 | \$16,073.21 |
| 2020 | or 2021 | \$16,351.98 |
| 2021 | or 2022 | \$15,911.26 |
| 2022 | or 2023 | \$15,462.82 |
| 2023 | or 2024 | \$15,006.64 |
| 2024 | or 2025 | \$14,542.73 |
| 2025 | or 2026 | \$14,071.09 |
| 2026 | or 2027 | \$15,291.02 |
| 2027 | or 2028 | \$14,734.33 |
| 2028 | or 2029 | \$14,168.80 |

\$235,846.84

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 33 9.89%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|--------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$5,035.49 |
| 2012 | or | 2013 | \$5,035.49 |
| 2013 | or | 2014 | \$5,035.49 |
| 2014 | or | 2015 | \$5,035.49 |
| 2015 | or | 2016 | \$10,692.24 |
| 2016 | or | 2017 | \$13,355.15 |
| 2017 | or | 2018 | \$13,093.17 |
| 2018 | or | 2019 | \$12,817.41 |
| 2019 | or | 2020 | \$13,376.36 |
| 2020 | or | 2021 | \$13,608.36 |
| 2021 | or | 2022 | \$13,241.59 |
| 2022 | or | 2023 | \$12,868.39 |
| 2023 | or | 2024 | \$12,488.75 |
| 2024 | or | 2025 | \$12,102.68 |
| 2025 | or | 2026 | \$11,710.17 |
| 2026 | or | 2027 | \$12,725.41 |
| 2027 | or | 2028 | \$12,262.12 |
| 2028 | or | 2029 | \$11,791.48 |
| | | | \$196,275.24 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 34 3.71%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$1,888.31 |
| 2012 | or | 2013 | \$1,888.31 |
| 2013 | or | 2014 | \$1,888.31 |
| 2014 | or | 2015 | \$1,888.31 |
| 2015 | or | 2016 | \$4,009.59 |
| 2016 | or | 2017 | \$5,008.18 |
| 2017 | or | 2018 | \$4,909.94 |
| 2018 | or | 2019 | \$4,806.53 |
| 2019 | or | 2020 | \$5,016.14 |
| 2020 | or | 2021 | \$5,103.13 |
| 2021 | or | 2022 | \$4,965.60 |
| 2022 | or | 2023 | \$4,825.64 |
| 2023 | or | 2024 | \$4,683.28 |
| 2024 | or | 2025 | \$4,538.50 |
| 2025 | or | 2026 | \$4,391.31 |
| 2026 | or | 2027 | \$4,772.03 |
| 2027 | or | 2028 | \$4,598.30 |
| 2028 | or | 2029 | \$4,421.81 |
| | | | \$73,603.21 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 35 4.03%

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|-------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$2,050.74 |
| 2012 | or | 2013 | \$2,050.74 |
| 2013 | or | 2014 | \$2,050.74 |
| 2014 | or | 2015 | \$2,050.74 |
| 2015 | or | 2016 | \$4,354.50 |
| 2016 | or | 2017 | \$5,438.99 |
| 2017 | or | 2018 | \$5,332.30 |
| 2018 | or | 2019 | \$5,219.99 |
| 2019 | or | 2020 | \$5,447.63 |
| 2020 | or | 2021 | \$5,542.11 |
| 2021 | or | 2022 | \$5,392.74 |
| 2022 | or | 2023 | \$5,240.75 |
| 2023 | or | 2024 | \$5,086.14 |
| 2024 | or | 2025 | \$4,928.91 |
| 2025 | or | 2026 | \$4,769.06 |
| 2026 | or | 2027 | \$5,182.53 |
| 2027 | or | 2028 | \$4,993.85 |
| 2028 | or | 2029 | \$4,802.18 |
| | | | \$79,934.67 |

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bell West Share of Total Debt Service
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds

Lot 36 5.88%

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Total |
|------------------|--|------------|
| 2009 | or 2010** | |
| 2010 | or 2011** | |
| 2011 | or 2012 | \$2,994.90 |
| 2012 | or 2013 | \$2,994.90 |
| 2013 | or 2014 | \$2,994.90 |
| 2014 | or 2015 | \$2,994.90 |
| 2015 | or 2016 | \$6,359.29 |
| 2016 | or 2017 | \$7,943.08 |
| 2017 | or 2018 | \$7,787.27 |
| 2018 | or 2019 | \$7,623.25 |
| 2019 | or 2020 | \$7,955.70 |
| 2020 | or 2021 | \$8,093.68 |
| 2021 | or 2022 | \$7,875.54 |
| 2022 | or 2023 | \$7,653.58 |
| 2023 | or 2024 | \$7,427.78 |
| 2024 | or 2025 | \$7,198.16 |
| 2025 | or 2026 | \$6,964.72 |
| 2026 | or 2027 | \$7,568.54 |
| 2027 | or 2028 | \$7,293.00 |
| 2028 | or 2029 | \$7,013.08 |

\$116,736.28

* Total Assessment will be reduced by the amount of increment generated by Bell West annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

Bakers Woods TID Costs
Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds
With Build America Bond Designation (BAB)

| Payment Due 11/1 | Assessment Levy Collection Due by 1/31 | Annual Assessment Installment | Scheduled Assessment Interest | Scheduled BAB Rebate | Total Assessment* |
|------------------|--|-------------------------------|-------------------------------|-----------------------|-----------------------|
| 2009 | or 2010** | | | | |
| 2010 | or 2011** | | | | |
| 2011 | or 2012 | \$0.00 | \$58,621.86 | (\$20,517.65) | \$38,104.21 |
| 2012 | or 2013 | \$0.00 | \$58,621.86 | (\$20,517.65) | \$38,104.21 |
| 2013 | or 2014 | \$0.00 | \$58,621.86 | (\$20,517.65) | \$38,104.21 |
| 2014 | or 2015 | \$0.00 | \$58,621.86 | (\$20,517.65) | \$38,104.21 |
| 2015 | or 2016 | \$42,805.30 | \$58,621.86 | (\$20,517.65) | \$80,909.51 |
| 2016 | or 2017 | \$64,207.95 | \$56,695.62 | (\$19,843.47) | \$101,060.10 |
| 2017 | or 2018 | \$64,207.95 | \$53,645.74 | (\$18,776.01) | \$99,077.69 |
| 2018 | or 2019 | \$64,207.95 | \$50,435.34 | (\$17,652.37) | \$96,990.93 |
| 2019 | or 2020 | \$70,628.75 | \$47,064.43 | (\$16,472.55) | \$101,220.62 |
| 2020 | or 2021 | \$74,909.28 | \$43,179.85 | (\$15,112.94) | \$102,976.18 |
| 2021 | or 2022 | \$74,909.28 | \$38,910.02 | (\$13,618.51) | \$100,200.79 |
| 2022 | or 2023 | \$74,909.28 | \$34,565.28 | (\$12,097.85) | \$97,376.71 |
| 2023 | or 2024 | \$74,909.28 | \$30,145.63 | (\$10,550.97) | \$94,503.94 |
| 2024 | or 2025 | \$74,909.28 | \$25,651.08 | (\$8,977.87) | \$91,582.48 |
| 2025 | or 2026 | \$74,909.28 | \$21,081.61 | (\$7,378.56) | \$88,612.32 |
| 2026 | or 2027 | \$85,610.60 | \$16,437.24 | (\$5,753.03) | \$96,294.80 |
| 2027 | or 2028 | \$85,610.60 | \$11,043.77 | (\$3,865.32) | \$92,789.05 |
| 2028 | or 2029 | \$85,610.60 | \$5,564.69 | (\$1,947.64) | \$89,227.65 |
| Totals | | \$1,012,345.35 | \$727,529.58 | (\$254,635.33) | \$1,485,239.59 |

* Total Assessment will be reduced by the amount of increment generated by Bakers Woods annually, if any.
 ** 2010 and 2011 Scheduled Assessment Interest is Capitalized.

**Bakers Woods TID Share of Total Debt Service
 Financed by 11/4/2009 \$2,365,000 Taxable General Obligation Bonds**

Parcel Number 0508-334-8760

| Payment Due 11/1 | | Assessment Levy Collection Due by 1/31 | Total |
|---------------------|----|---|--------------------|
| 2009 | or | 2010** | |
| 2010 | or | 2011** | |
| 2011 | or | 2012 | \$38,104.21 |
| 2012 | or | 2013 | \$38,104.21 |
| 2013 | or | 2014 | \$38,104.21 |
| 2014 | or | 2015 | \$38,104.21 |
| 2015 | or | 2016 | \$80,909.51 |
| 2016 | or | 2017 | \$101,060.10 |
| 2017 | or | 2018 | \$99,077.68 |
| 2018 | or | 2019 | \$96,990.92 |
| 2019 | or | 2020 | \$101,220.62 |
| 2020 | or | 2021 | \$102,976.18 |
| 2021 | or | 2022 | \$100,200.79 |
| 2022 | or | 2023 | \$97,376.71 |
| 2023 | or | 2024 | \$94,503.94 |
| 2024 | or | 2025 | \$91,582.47 |
| 2025 | or | 2026 | \$88,612.32 |
| 2026 | or | 2027 | \$96,294.80 |
| 2027 | or | 2028 | \$92,789.05 |
| 2028 | or | 2029 | <u>\$89,227.65</u> |
| Totals | | | 1,485,239.57 |

* Total Assessment will be reduced by the amount of increment generated by Bakers Woods annually, if any.

** 2010 and 2011 Scheduled Assessment is Capitalized.



Village of Belleville, WI

CLIENT LIAISON:

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Cell: (608) 712-2563
klord@msa-ps.com

DATE:

July 20, 2011

SERVICE DATES:

June 12 – July 16, 2011

R00372008 – BELLEVILLE FAR WEST SIDE SANITARY SEWER INTERCEPTOR CRS

PHASE 600 – PROJECT A CONSTRUCTION SERVICES

Kevin Lord delivered notices to residents and the Village staff for the sidewalk warranty work planned for completion the week of July 18th.

R00372038 – BELLEVILLE PARK AND RECREATION PLAN

MSA is awaiting final comments from the Village in order to finalize the plan.

R00372039 – VILLAGE OF BELLEVILLE 2011 GENERAL ENGINEERING

PHASE 100 – GENERAL MUNICIPAL

MSA met with Greggar Peterson of Dane County on June 13, 2011 to discuss the utilities within the County Highway CC project in Belleville. The storm, sanitary, and water utilities were discussed and a plan was prepared for the replacement of the needed utilities. MSA then set up a separate phase (see below) to associate our time for the project. It is anticipated that MSA will review the site while in the Village for other projects but will not be there on a full time basis.

In preparation of the Public Works meeting on June 27th, MSA reviewed Shamrock Phase 1 with the Village ordinances and prepared copies of supporting documents. MSA reviewed the construction of the pond and the final restoration of the subdivision.

Kevin Lord discussed the existing right-of-way along STH 69 through the downtown of Belleville with Ed Short in coincident with the proposed bank development planned in the downtown. The Village asks that I review the right-of-way determination of Mr. Short and supply documentation that I agree with the planned development not being an encroachment within the existing right-of-way based on the information provided. Kevin met with Mr. Short on June 27th to review the information in the field and prepared a letter accordingly.

Kevin Lord attended the Public Works Committee meeting on June 27, 2011 to discuss the current projects within the Village. The inclusion of the storm sewer pipe at the end of Grant Street within the west side dredging project was discussed as well as the recommendations for Shamrock Phase 1.

Kevin Lord met with Jeff Hruby of Montgomery & Assoc. on June 27, 2011 to discuss the construction of the storm sewer within the west lake river dredging. The site and existing pipe was reviewed.

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PROJECT UPDATE



PROJECT UPDATE

Montgomery is looking at the proposed grades of the site and MSA will coordinate with Montgomery to the extent needed to include this pipe within the current plans for the west lake dredging.

PHASE 400 – INDUSTRIAL PARK OUTLOT 1 REVIEW

MSA provided a review of the Certified Survey Map and Grading and Erosion Control Plan for Outlot 1 in the Belleville Industrial Park. MSA reviewed the site proposed to be filled for stormwater purposes and grading near the Sugar River. MSA provided comments to the Plan Commission for the July 13th meeting.

PHASE 410 – CATE MACHINE SITE REVIEW

MSA received the documents to provide a review of the proposed redevelopment of the Cate Machine facility on Enterprise Drive. Comments will be provided to the Village prior to the August Plan Commission meeting.

PHASE 420 – MIDDLETON BANK SITE PLAN REVIEW

MSA provided a review of the existing right-of-way work completed by Mr. Ed Short and provided a letter to the Village believing the planned development was outside the existing right-of-way based on the information provided. MSA reviewed the site, lighting, and landscaping plan for the Middleton Bank site on Main Street in the Village of Belleville. MSA provided comments to the Plan Commission for the July 13th meeting.

PHASE 430 – PRODUCTIVE HOLDING SITE REVIEW

MSA provided a review of the proposed site changes to the Productive Holdings site at the corner of Remy Road and CTH D in the Village. A response was sent to the developer and the Village but the overall plan was in accordance with the previously reviewed and approved site plan.

PHASE 440 – VERIZON TOWER SITE REVIEW

Upon receiving a call from the Village it was found that the proposed Verizon tower was being laid out at the water tower site in the Village. Jerry Butts had some immediate concerns with the layout of the tower and requested our review. Kevin Lord reviewed the site and it was found that a foundation plan had been developed for the tower which extended outside the lease area and within approximately 5 feet of the existing water tower. An existing Alliant Energy transformer and easement are affected which had not went through Alliant Energy to date. MSA consulted with the Village and we had not received a final stamped set of construction documents or the footing plan for review. The issues were discussed with the appropriate contacts at Verizon and issues are being resolved with a revised set of construction documents which have not been received to date. The revised drawings are intended to include the facility and footing to be rotated and contained within the current lease area.

PHASE 500 – GRANT STREET STORM SEWER

Kevin Lord prepared and delivered to Montgomery & Associates a preliminary document showing the proposed pipe size and slope for the storm sewer reconstruction at the end of Grant Street. Montgomery is reviewing the document with planned grades within the access area and MSA will coordinate to finalize the grades as needed prior to the bidding of the west lake dredging.

PHASE 600 – COMMUNITY PARK UTILITY EXTENSION

Kevin Lord discussed with Public Works on June 27th the need to extend utilities to the west within Community Park. An immediate need is not present but planned for in the future and the plan would be to extend utilities to the west of the current spillway construction for the lake to avoid having to reconstruct the asphalt drive in the future. MSA prepared and submitted a plan to the Contractor for prices to include

PROJECT UPDATE

as an amendment to the current lake project. It has been discussed with the Village attorney and an advertisement for award is being published in the paper on with week of July 18th.

PHASE 700 – STH CC REVIEW AND CRS

MSA reviewed the final plans from Dane County with respect to the utility improvements requested. MSA worked with Dane County on retrofits for the existing manholes and castings within the project.

R00372040 – BELL WEST CONSTRUCTION RELATED SERVICES

MSA monitored the construction of the Bell West development as needed. The utilities have been installed although additional testing is needed beyond the current roadway improvements. The Contractor has completed the concrete curb and gutter, sidewalk, and subgrade of the roadway. Restoration of the large stormwater pond has been completed.

MSA worked with the developer and the utilities to get the private utilities installed for the clinic and the lift station. The lift station has been connected to the 3-phase electric and operates as planned. Limited volume travels to the lift station as the clinic is the only service connection to date.

Kevin Lord worked with Rick Francois to verify the turning movements of some proposed alignments of the Meier driveway. It was determined to not be a feasible solution to access the northerly side of the Meier garage if not able to go across the property line. Kevin Lord discussed the findings with Rick and will hold on further work unless directed by the Village or Rick.

R00372042 – BELLEVILLE PARK PLAN RENDERINGS

MSA reviewed the draft concepts for Blaser Park and Sugar River Park at the Public Works meeting on June 27th. MSA is awaiting final comments from the Village in order to finish the concept plans.

R00372044 – BELLEVILLE STH 69-92 AND CTH PB CRS

MSA provided construction services as required on the STH 69-92 and CTH PB intersection improvements. MSA provided staking for the curb and gutter and subgrade as requested by the Contractor. MSA monitored the subgrade construction and worked with the Contractor on the undercut areas to stabilize the planned roadway. The Contractor has completed the subgrade construction and placement of the concrete curb and gutter. Pavement is being completed the week of July 18th and restoration will follow the following week. MSA worked with Dane County on the permits and submitted the requested changes based on the anticipated completion date.

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brief 07.21.2011 • No. 12

2011-13 budget recap (II): Tax and fee changes

Compared to dramatic spending changes, the tax-and-fee changes in the 2009-11 budget are small. General fund revenues for the next two years are reduced by \$140.8 million (net), or about 0.5% of appropriations. When all funds are included, the net reduction is \$29.4 million, or about 0.05% of biennial spending.

Capitol notes

■ *New state budget tidbits. . . Debt retirement accounts for 15.2% of 2011-13 transportation spending. Of lottery fund spending for the next two years, 27.9% goes to tax relief.*

■ *Green Bay Sen. Dave Hansen (D) was the first of the recalled senators to survive. He defeated an inexperienced challenger 66%-34%. Upcoming recall elections are on August 9 for Democratic senators and on August 16 for GOP senators.*

■ *Gov. Scott Walker (R) signed a bill ending early release of prison inmates. The program was included in the 2009-11 state budget as a cost-saving measure.*

■ *Beloit is one step closer to a new Development Opportunity Zone. Pending approval from the Wisconsin Economic Development Corporation and the city council, the zone would provide \$5 million in tax incentives to new and existing businesses.*

■ *Florida will vote on lowering the cap on annual property tax assessment increases from 10% to 5% for nonhomestead properties (schools, businesses, vacation homes, etc.). The measure will be on the spring 2012 presidential primary ballot.*

Wisconsin's state budget differs from those of other states. While many states budget using multiple revenue and expenditure bills, the Badger State enacts one omnibus budget every two years—taxes, prisons, health care, education, highways, tourism, and more all in one bill.

The scope of budgets here can be breathtaking, especially with the state's history of recurring fiscal problems. The 2011-13 budget contained major, even unprecedented, expenditure changes (see *Focus* #11), but action on the revenue side of the ledger was limited.

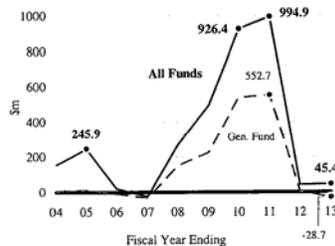
Recent history

Net new taxes and fees going to various state funds total \$42.4 million (m) this year and \$45.4m next, for a biennial total of \$87.8m, according to the Legislative Fiscal Bureau (LFB).

■ *Tax/fee changes in budgets.* The graph below recaps by year total net new taxes and fees contained in budgets. Over the years shown, increases were largest in the 2009-11 budget, over \$900m per year, for a total of \$1.92 billion (b). Net changes to the general fund alone were \$1.09b, or over \$500m per year.

■ *2009-11.* In this and the last biennium, special tax legislation normally

Net Tax/Fee Chgs in Budget Bills, 2004-13
Est's (\$m) for both Gen'l and All Funds (LFB)



included in a budget was enacted early. The 2009 "budget prequel" featured combined reporting of corporate income and a "hospital assessment" to leverage federal Medicaid dollars. Including retroactive increases, total new revenue to be generated during 2008-11 was \$1.1b. Adding this sum to later budget action produced \$3.0b in net tax/fee increases over a three-year period.

■ *2011-13.* Gov. Scott Walker (R) also began his term with tax proposals enacted before his budget. They cut general fund (GPR) taxes by \$55.2m this year and by \$62.0m next year. Thus, the 2011-13 budget and its January cousin combined to produce net GPR tax and fee cuts of \$140.8m. Relative to total GPR appropriations in 2011-13, the cut was not large, less than 0.5%. The net tax/fee reduction from all funds was \$29.4m, or under 0.05% of all biennial appropriations.

January tax changes

Of four tax reductions acted on ahead of the budget, two accounted for virtually all of the fiscal impact. The largest (\$33.5m annually) created an income tax deduction for new hires. Because a substantial share of business income is reported by owners and shareholders on personal returns, the deduction applies to both individual and corporate returns.

The stated goal of the January package was job creation, but the other major cut (\$21.8m in 2011-12 and \$28.0m in 2012-13) might best be characterized as tax simplification. It aligned state and federal income tax treatment of health savings accounts (HSAs). Wisconsin was one of the few states that had not given income-tax recognition to HSAs. The tax benefit accrues primarily to individuals without traditional health insurance paid mostly or entirely by the employer.

One of the two remaining January changes offers businesses relocating to Wisconsin an income tax credit or deduction estimated to reduce collections by \$0.5m annually. The final change provides potential benefits to those in an economic development zone, but its impact (\$6.3m annually) is limited to 2014-18.

2011-13 budget changes

There were 25 tax and 15 fee changes included in the 2011-13 budget enacted in June. Only 12 had a biennial impact, up or down, of more than \$1m, and a majority of those were fee changes.

■ *Fees.* The largest fee changes were a 5.5% per year UW tuition increase and a companion student technology fee hike that would yield a combined \$111.4m in 2011-13. Other increases of more than \$1m annually included a higher charge for nonprofit groups requesting searches of criminal records (\$2.5m biennially) and a \$62 fee (up from \$53) for motor vehicle titles (\$21.0m; see below).

Technically, the largest cut involved repeal of a \$9 per vehicle environmental impact fee (-\$21m) but that is paired with the increase in the vehicle title fee. Other annual fee cuts of \$500,000 or more included repeal of a conversion fee for land removed from a farmland preservation district (\$1.2m) and a \$7 per name-search fee (was \$13) for those, other than governmental or nonprofit agencies, seeking a criminal history (\$1.9m).

■ *Tax hikes.* Two revenue changes are considered tax increases. Like the US, Wisconsin has an earned income tax credit (EITC) that encourages the poor to work; however, the state credit provides greater relief to families with children. That advantage is retained but scaled back, reducing EITC costs by \$56.2m during 2011-13. In 2009, the state began adjusting features of the Homestead property tax credit for inflation, but the budget ends this item (\$13.6m), as well.

■ *Tax cuts.* Several of the tax cuts have garnered most of the attention. The 2009 budget increased state taxes on capital gain income. The 2011 budget does not repeal the increase but makes two limited changes. The first is not a permanent cut but a deferral of income taxes on long-term capital gains reinvested in a qualifying Wisconsin business (-\$36.3m in 2011-13).

In addition, gains from sale of a qualifying Wisconsin capital asset held at least five years would be excluded from state taxation. Since this does not take effect until 2016, there is no fiscal effect. But it would eventually reduce revenues by \$79m annually. Under both of these proposals, a qualifying business would have to meet several tests of state presence.

Two changes are made to combined reporting of business income enacted in 2009. The one with fiscal impact (-\$48.4m, 2011-13) authorizes a combined group of firms greater latitude in recognizing busi-

ness losses "carried forward" from before 2009.

Other changes have little fiscal effect, but a few deserve mention. First, state reference to the Internal Revenue Code (IRC) is updated through 2010. Second, sales tax exemptions are created for modular/manufactured homes, oil/fat converted to fuel, items provided free of charge, snowmaking/grooming equipment, and advertising/promotional direct mail.

A final business income tax change came from the legislature, rather than the governor. The 2009-11 budget ended the deduction for domestic production activity found in the federal IRC, a net tax increase of about \$27m per year. The new budget does not restore the deduction but creates a tax credit equal to a percentage of qualified production activity income from manufacturing and agriculture.

Effective in 2013, the change reduces individual and corporate income taxes by \$10.1m that year. As the credit percentage rises from an initial 1.875% to 7.5% in 2016, the annual fiscal impact grows, reaching \$128.7m in 2016-17. Since top income tax rates approach 8%, a 7.5% credit would erase a much of the income tax liability for affected firms. Supporters welcome this as necessary in the nation's top manufacturing state. Opponents lament the structural gap it creates in future budgets and worry about picking and choosing economic favorites.

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The 2011-13 state budget is now law. General fund spending totals \$29.03 billion (b), or 7.6% more than the estimated total (\$26.99b) for 2009-11. Adding federal aid and various user charges yields an "all-funds" budget of \$64.32b, an increase of 3.5% over the prior two years. The story of this budget is the replacement of one-time federal stimulus dollars with ongoing general fund taxes, and the \$1.4b growth in Medicaid at the expense of most other programs.

Capitol notes

■ The UW System Board of Regents approved a 5.5% tuition increase for 2011-12, the maximum allowed under the new state budget.

■ Gov. Walker (R) recently signed a bill allowing the governor to appoint the Department of Veterans Affairs secretary, as he does other cabinet secretaries.

■ For those paying 2010-11 property taxes in installments, July 31 is the due date for payment in most municipalities.

■ By citizen petition, a constitutional amendment to eliminate property taxes in North Dakota will be on a June 2012 statewide ballot.

■ Undergraduate full-time equivalent (FTE) enrollment at UW colleges and universities was up 13% from 2001 to 2010. The largest gains were at Platteville (38.1%), Milwaukee (34.3%), and River Falls (15.5%). Madison (2.6%), Parkside (5.2%), and Eau Claire (5.4%) had smallest gains. Enrollment at two-year colleges was up nearly 15%.

2011-13 budget recap (I): Budget basics

Building a state budget is like remodeling an old house. The work is long and hard and often dirty. Occasionally, unanticipated problems cause tempers to flare. And inevitably, the bottom line remains elusive until the end. Only after the dust—cracked plaster or fractured politics—settles can the work be inspected.

When Governor Scott Walker (R) signed the 2011-13 state budget on June 26, the dust from months of partisan sniping could begin to clear. And answers to a few basic questions about the budget (Act 32) became possible. Subsequent issues of *Focus* will explore specifics of the state's two-year spending plan.

How much . . . ?

The most basic budget question is probably "how much?" How much does state government plan to spend over the next two years, and how much more, or less, is that than in the prior biennium?

■ *Size.* Much like a Russian doll within a doll, the budget is really two

(below, left). The first, the general fund (or GPR) budget, would spend \$29.03 billion (b) over the next two years. This budget attracts the most attention because it is supported almost entirely with state taxes, chiefly on income, sales, businesses, and "sin" items.

The GPR budget is part of a larger "all-funds" budget that calls for \$64.32b in expenditures over the same period. In addition to state taxes, other revenue sources include \$19.08b in federal monies and \$16.22b in various user fees and program charges, such as gas taxes and tuition.

■ *Growth.* Much talk of a mid-2013 general fund deficit exceeding \$3b and probable budget cuts left an impression that GPR spending would fall this year and next. In reality, it will rise. The table below recaps those figures.

Actual spending in 2009-10 was \$12.82b and base estimates for 2010-11 are \$14.17b, for a 2009-11 total of \$26.99b (see notes for details on calculations). Expenditures budgeted for the next two years are \$14.19b and \$14.83b, respectively, or \$29.03b overall. Based on these figures, GPR spending would rise 7.6% from one biennium to the next.

State Spdg. (All-Funds and GPR): 2011-13 Budget and Changes vs. 2001-03 and 2009-11
Individual Fiscal Years and Biennial Totals (\$ Billions)

| Program | Fisc. Years | | | Fisc. Years | | | Fisc. Years | | | and % Ch. vs. | |
|-----------------------|-------------|-------|-------|-------------|-------|-------|-------------|-------|-------|---------------|-------|
| | 01-02 | 02-03 | 01-03 | 09-10 | 10-11 | 09-11 | 11-12 | 12-13 | 11-13 | 01-03 | 09-11 |
| Tot. All-Funds | 26.16 | 25.66 | 51.82 | 30.58 | 31.59 | 62.17 | 31.76 | 32.56 | 64.32 | 24.1 | 3.5 |
| Tot. Gen. Fund | 11.27 | 11.05 | 22.31 | 12.82 | 14.17 | 26.99 | 14.19 | 14.83 | 29.03 | 30.1 | 7.6 |
| Medicaid | 1.07 | 1.06 | 2.13 | 1.30 | 1.45 | 2.75 | 2.09 | 2.05 | 4.14 | 93.8 | 50.7 |
| Corrections | 0.82 | 0.85 | 1.67 | 1.08 | 1.15 | 2.23 | 1.11 | 1.15 | 2.25 | 34.6 | 1.1 |
| K-12 Educ. | 4.55 | 4.76 | 9.31 | 5.09 | 5.27 | 10.38 | 4.85 | 4.91 | 9.78 | 5.1 | -5.7 |
| Shared Rev's | 1.02 | 1.02 | 2.05 | 0.83 | 0.88 | 1.71 | 0.89 | 0.82 | 1.71 | -16.4 | 0.0 |
| UW System | 0.98 | 1.06 | 2.05 | 1.03 | 1.15 | 2.18 | 0.99 | 1.11 | 2.10 | 2.4 | -3.8 |

Sources: LFB and AFR. Notes: FY10 actual; FY11 est. base year. K-12 educ. includes gen'l and categ. aid but not resid. schools. In FY10, \$236.7 million in federal money was paid on top of GPR. Medicaid figures are best estimates and include MA, BadgerCare, SeniorCare, and Family Care. Shared revenues include expenditure restraint program, shared revenue account, county and municipal aid, and public utility distribution account, but not aid for computers and other related tax-exempt property; FY03 includes GPR and tobacco bond proceeds.

The all-funds budget is growing less. Estimates for 2009-11 and 2011-13 are \$62.17b and \$64.32b, respectively, for a biennial increase of 3.5%.

That GPR spending is rising at twice the rate of its all-funds counterpart has more to do with 2009-11 than with 2011-13. During the prior biennium, one-time federal stimulus monies were used to delay major cuts in the state's two largest programs, school aids and medical assistance (MA or Medicaid) for the poor and disabled. With stimulus funds ending came the prospect of budget cuts.

... and where?

Cuts prompt a second basic question about the 2011-13 GPR budget: Where are state taxes being spent in the next two years? Who are the apparent budget "winners" and "losers?"

■ *State operations?* As the table (p. 1) shows, the bulk of GPR spending (about 69%) is concentrated in five areas. None is devoted to providing state services, except arguably corrections. Corrections included, less than 22% of the budget is used to run state government; excluded, that figure drops to about 18%.

■ *Local assistance?* What is surprising about the *state* GPR budget is that it funds primarily *local* governments, school and technical college districts, and property tax credits. Analysts call this part of the budget collectively "local assistance."

Of \$29.03b budgeted for the next two years, \$14.73b—over half (50.7%)—is for such assistance. Most goes to two of the "big five" programs: various school aids (\$9.78b, the largest share of the GPR budget at 33.7%) and shared revenues for counties and municipalities (\$1.71b, 5.9%).

Thus, when the state has a multi-billion-dollar deficit, local schools and governments are inevitably impacted. K-12 funding is falling about \$400m in 2011-12, from \$5.28b last year to \$4.86b this. Next year, it grows slightly, but off a lower base, to \$4.93b. For the biennium, state support for K-12 education is off 5.7% from the prior two years. In total, shared revenues are "flat."

■ *Prisons? UW?* Two other "big five" programs are growing little, if at all. Corrections spending, which comprises 7.8% of the GPR total, will equal \$2.25b, or 1.1% more than in 2009-11 (\$2.23b). Biennial spending on the UW System accounts for 7.2% of the GPR total and will fall 3.8%, from \$2.18b to \$2.10b.

■ *Medicaid!* Total GPR spending is up about \$2b (or 7.6%), yet four of the five largest programs are receiving little or none of this. The fifth, Medicaid, is the prime beneficiary. MA expenditures for 2009-11 totalled an estimated \$2.75b. In 2011-13, they are budgeted to jump over 50% to \$4.14b.

When the Walker administration began work on the MA budget last winter, it expected that, barring any corrective action, Medicaid would require \$1.8b in new funding. The budgeted increase was held to about \$1.4b. Even so, it can be argued that most state programs were cut to pay for Medicaid.

Long-term trends

The pattern of budget winners and losers in 2011-13 is similar to the decade-long trend (see table). Total GPR spending will have increased 30.1% from 2001-03 to the current biennium. Medicaid will have grown 93.8%. The average annual increases from 2001-02 have been 2.5% and 6.1%, respectively.

Other major programs have not fared as well. Only corrections spending (34.6%) has kept pace with overall GPR during 2001-13, but its growth has slowed in recent years. A big "winner" in the 1990s, K-12 funding growth has slowed during this decade (5.1%). GPR support for the UW System has essentially been flat (2.4%).

With Medicaid consuming most currently available revenues, the state faces a major challenge. Future funding of other GPR programs, notably K-12 and higher education, and general state fiscal health hinge on the state's ability to moderate MA spending growth, something it has not achieved in recent years.

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