

VILLAGE OF BELLEVILLE  
REGULAR MEETING of the VILLAGE BOARD  
**Monday, August 1, 2011 at 7:00 P.M.**  
Village Hall - 24 West Main Street

**AGENDA**

1. Call Meeting to Order
2. Roll call by Clerk
3. Posting of Open Meeting Notice
4. Visitors Who Would Like to Speak Now
5. Visitors Who Would Like to Speak On an Agenda Item
6. **Consent Agenda:**
  - a. Approval of Minutes (July 18, 2011)
  - b. Approval of Operator's License Application for James Henry Nolden (Community Club)
  - c. Approval of Bills for July 2011
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
    - i. Award of Long-Term Restoration Contract
    - ii. Award of Contract to MARS for Restoration Construction-Related Services Associated with Long-Term Vegetation Maintenance
    - iii. Award of Contract to MARS for Long-Term Permit Compliance Monitoring
  - B. First Amendment to Agreement to Undertake Development In Tax Increment District No. 3 (Bell West Development – West Side Neighborhood)
  - c. Committee Appointment Recommendations
  - d. Proposed Budget Resolution 2011-1
11. **New Business:**
  - a. Liaise Committee Update
  - b. Acceptance of Land Donation from Herb Blaser
  - c. Resolution #2011-08-01: Resolution to Apply for Wisconsin Department of Natural Resources Lake Management Planning Grant Funds for Restoration Monitoring

- d. Low Speed Vehicle Regulations (Map)
- e. Discussion of Future Use of UW Clinic Building at 21 S. Vine Street
- f. Discussion and Possible Action on Major Elevator Repair at Belleville Library
- g. Discussion and Possible Action on Proposed Holiday Policy
- h. Discussion and Possible Action on Sick Leave Policy
- i. Stormwater Utilities Fee

12. **Other Business:**

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

13. 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 SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING  
HELD MONDAY, JULY 18, 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 7:00 PM.
2. Roll call by Clerk – Trustees present were: Ben O'Brien, Howard Ward, Jim Schmitz, Gary Ziegler, Deb Kazmar and Bonnie Wilcox  
  
Also present: Village Attorney Matt Dregne, Daniel Rung, Terry Kringle, Dave Eustice, Jim Root, Herb Blaser, Tyler Kattre, Michael Parkin, Jerry Jansen-GCDC, Brad Peterson-Recorder, Jean Tretow, and Anna Schramke-GCDC
3. The Clerk stated that the meeting has been noticed as required by law.
4. **Visitors Who Would Like to Speak Now** – Anna Schramke, Green County Development Corporation (GCDC) gave an update on the GCDC's status. Goal is to improve the economic well being of Green County communities. They have gained 501c3 status to help apply for grants. They are working on marketing, job banks, names databases and other development tools. The focus is working on high unemployment and blighted areas. Belleville contributes about 3.3 percent of their budget. Funding goal for 2011 is raising \$60,000 in private earned income; they also receive funds from the county and other municipalities. An electronic "Growing in Green" newsletter for marketing Green County will be forthcoming in August, focusing on business expansion, feature property sites, business profiles, and general demographics. Also working on a branding project, entrepreneurship and leadership training, CEO breakfasts, and a regional business retention effort.
5. Visitors Who Would Like to Speak On an Agenda Item -
6. **Consent Agenda: Trustee Kazmar made a motion to approve the consent agenda as presented; seconded by Trustee Wilcox. Motion carried.**
  - a. Approval of Minutes (July 5, 2011)
  - b. Approval of Bills for July 2011 to Date
  - c. June 2011 Treasurer's Report / Second Quarter 2011 Financial Reports
  - d. Approval of Operator's License for Connie K. Mullen (J&M Bar)
  - e. Approval of Operator's License for Scott D. Francois (Town Mart)
  - f. Approval of Operator's License for Debra L. Glotfelty
  - g. Approval of Permit Application for Street Closing August 12-14, for Remy Road from Hwy 92 to Enterprise Drive
  - h. Approval of Permit Application for Street Closings for South Vine Street from West Main to West Pearl; and West Pearl Street from South Vine to Hwy 92 (August 14 only)
  - i. Approval of Temporary "Class B"/"Class "B" Retailers License for Community Club Community Picnic August 11-14
7. Committee Reports – No discussion.
8. President's Report – Harvester is coming for the lake this week.

9. Administrator/Clerk/Treasurer's Report – No report.

10. **Unfinished Business:**

a. **Lake Restoration / West Lake Dredging Projects -**

- a. **Purchase of Aquatic Vegetation** – *Trustee Wilcox made a motion to purchase the white water lilies and spatterdock up to \$2000 under fishery restoration budget line; seconded by Trustee Kazmar. Motion carried.* It was clarified that fishing stocking is expected to cost less than budgeted, and these plants will help with fish habitat.
- b. **Advance Construction Contract Amendment for Additional Utility Work** – A utility line would be installed to clear the lake project construction zone; this would allow for line extension at a future time without ripping up asphalt. *Trustee Wilcox made a motion to approve the Advance Construction contract amendment for \$17,935; seconded by Trustee O'Brien. Motion carried.*

11. **New Business:**

- a. **Consideration of Request to Release Special Assessment Lien for Lot 33 in Bell West, Including Valuation of Remaining Lots, and Reallocation to Remaining Parcels (Introduction)** – Attorney Matt Dregne was present. Bell West has 36 lots; some in a TIF district and some not. The issue is that lot 33 has been sold for the UW Clinic. They are requesting that the special assessment against that lot be released. With respect to lots **not** in the TIF, the only way to release the liens is for them to be paid in full. In the TIF area, however, where tax increment is generated it will pay for expenses.

Bell West is looking to release a special assessment lien to sell the lot while allowing the use of tax increment to pay what was assessed. The TIF agreements say that the lien may be released if total estimated fair market value of the other lots is greater than 150 percent. The way to establish the value is the problem. All lots are assessed at agricultural value now, which is very low. However, the land is now served by utilities and is platted. The law allows for agricultural assessment even if lots could be sold for much higher value. Bell West would like the TIF agreement to be modified to establish assessed value or a different methodology such as an appraisal.

The concern is that the property is the Village's collateral, similar to a mortgage. The developer is asking to release the lien of \$179,101.50 on lot 33, and reallocate the amounts to the other remaining lots. The other lots would provide sufficient collateral. If not sufficient value, they would put in the remaining amount in an escrow account. The other way to release liens is for tax increment payments to be high enough to cover costs, which they are not.

One methodology is to look at their listing price reduced by 10 percent, as suggested by the Village assessor. A suggested reallocation methodology chart was discussed. Decision for the board is whether to direct Village attorney to prepare an amendment to TIF agreement to determine value and whether to include an amendment to allow them to escrow funds for collateral. Additional legal time will be needed. A cost recovery agreement was provided to charge back preparation costs to the developer. Dregne felt more comfortable getting an appraised price. Rick Francois asked if the appraisals could last some time in case more lots need to be released soon.

Escrows would allow the possibility for paying from tax increment, rather than direct payment. Appraisal for assessment roll purposes is based more on what is happening in the ground.

- i. **Review of Appraisals** – *Trustee Ziegler made a motion to direct legal counsel to prepare an amended TIF agreement regarding special assessment, contingent on approval and execution of cost recovery agreement; seconded by Trustee Schmitz. The amendment would be reviewed in August. Motion carried with Trustee Wilcox abstaining.*

The board directed legal counsel and April Little to work with THEA (Bell West) to obtain an acceptable appraiser. The board asked Dregne to draft the amendment to allow them to consider in the future whether they feel a new appraisal is needed or whether there is comfort with the previous one, in view of ever-changing market conditions. It is important that the value is fair.

- ii. **Cost Recovery Agreement with Bell West** – *Trustee Ziegler made a motion to approve the cost recovery agreement with Thea Group Inc.; seconded by Trustee O'Brien. Motion carried with Trustee Wilcox abstaining.*
- b. **Consideration of Amending Installment Payments Schedules for Bell West and Baker's Woods Developments (TIF 3 and Non-TIF) (Introduction)** – Dregne: this item will come before Village Board for a public hearing on August 15. It would be helpful to provide an amended installment schedule to provide more exact payment dates for developers. For example, if a payment was not received by November 1, 2011, the payment will go on to the tax roll for payment in January 2012. They are working on putting together a lot-by-lot schedule. The intent is to come back with a resolution to revise the schedule.
- c. **Appointment to Fill Trustee Vacancy / Committee Appointment Recommendations** – Present were Daniel Rung and Tyler Kattre: Rung relocated to Belleville at the end of April and works in the Head Start Finance Department. His interest is to learn about the community and share his enthusiasm. He grew up in Madison. Committee experience through work.  

Kattre – He is from Abbotsford and has a degree in finance. Belleville resident for four years. He'd like to get involved in the community. He has government experience, but more on a federal level.

A paper poll was done of board members, and Kattre received the most votes. *Trustee Ziegler made a motion to approve Tyler Kattre to fill vacancy until 2013; seconded by Trustee Kazmar. Motion carried.*

*Trustee Ziegler made a motion to approve the appointment of Tyler Kattre to Public Works Committee, Plan Commission, and Community Development Authority; seconded by Trustee Wilcox. Motion carried.*

*Trustee Kazmar made a motion to appoint Daniel Rung to fill a vacancy on Emergency Management Committee; seconded by Trustee Wilcox. Motion carried.*
- d. **Verizon Monopole Construction Issues** – Kevin Lord pointed out a problem with the tower's base, which extended beyond the leased area. Verizon conducted an emergency meeting, will rotate the location of the pole and buildings and redraw plans. Drawings

can then be inserted into the lease as a new exhibit A. Construction on the tower will be delayed therefore.

- e. **Approval of Proposed Resolution #2011-06-01: Establishing a Records Retention Schedule for the Village** (As Approved by Wis. Public Records Board on 5/16/2011) – Little explained that the resolution will go along with an ordinance revision passed that allows the Village to dispose of certain records after a designated minimum time period without notifying the State Historical Society. The state approved this resolution, which allows the waivers. *Trustee Ziegler made a motion to approve Resolution 2011-06-01; seconded by Trustee O'Brien. Motion carried.*
  - f. **Proposed 2011 Street Work** - Jerry Butts presented a spreadsheet for repair work on various streets. Budget allowance is \$60,000. *Trustee Ziegler made a motion to approve the street work not to exceed \$60,000, with money from the budget; seconded by Trustee Wilcox. Motion carried.*
  - g. **Resolution # 2011-07-02: Resolution of Village Of Belleville, County Of Dane and Green, Wisconsin, Requesting Outdoor Recreation Grant Funds From the WI-DNR** – This resolution is required to submit the application for proposed purchase of 11 acres of Cosgrove-owned wetlands. The grant was actually approved in 2009, but funds were pulled before completion. This is then a re-submission. *Trustee O'Brien made a motion to approve Resolution 2011-07-02; seconded by Trustee Schmitz. Motion carried.*
  - h. **Proposed Budget Resolution 2011-1** – Refer to committee. Tabled.
  - i. **Proposed Beer Garden Permit for Dam Bar 1 LLC, 3 E. Main Street** – *Trustee Ziegler made a motion to approve the beer garden permit for the Dam Bar; seconded by Trustee O'Brien. Motion carried.* The premise met inspection requirements.
  - j. **Acceptance of Grant from Dane County CDBG for Handicapped Accessibility Improvements at Municipal Facilities (Phase 2)** – The grant is for \$42,000, with no Village match required. It will be used to make accessibility improvements to the library restrooms and exits, police department entrance, and old library entrance. *Trustee Ziegler made a motion to accept the grant application for accessibility improvements from Dane County CDBG phase 2; seconded by Trustee O'Brien. Motion carried.*
12. **Adjourn To Closed Session for Discussion of Collection of Unpaid Bills from Baker's Woods Development per 19.85(1)(g)** – *Trustee Ziegler made a motion to go into closed session; seconded by Trustee Kazmar. Motion passed unanimously on a roll call vote.*
13. **RECONVENE TO OPEN SESSION** for possible action on items discussed in closed session – *Trustee Kazmar made a motion to go into open session; seconded by Trustee Ziegler. Motion carried.* No further motions.
14. **Other Business:** Future meeting dates were noted.
15. **Adjournment** – *Trustee Kazmar made a motion to adjourn; seconded by Trustee Wilcox. Motion passed unanimously.* The meeting was adjourned by President Ward at 10:12 PM.

*By April Little, Administrator/Clerk/Treasurer  
These minutes are not official until approved by the Belleville Board of Trustees.*

Community Club

APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS for the VILLAGE OF BELLEVILLE BELLEVILLE, WISCONSIN 53508

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN: hereby apply for a license to serve, from date hereof to June 30, 20 13, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

NOTICE: THIS APPLICATION SHALL BE DENIED IF ALL SECTIONS ARE NOT COMPLETED TRUTHFULLY AND WITH NO OMISSIONS. THE LICENSE SHALL NOT BE GRANTED FOR A MINIMUM OF 5 DAYS AFTER RECEIPT OF APPLICATION IN VILLAGE OFFICE.

Name of Applicant James Henry Nolden Address: Phone Number I am: years of age. Date of Birth: Driver's License #

RENEWAL OPERATOR'S LICENSE - \$25.00 Two Year License (Exempt from Beverage Training Course) NEW OPERATOR'S LICENSE - \$30.00 Two Year License Have you completed the Responsible Beverage Course? YES - Year Completed 2011 (Copy of certificate attached) NO - I have held a license within the last two years (Copy of license attached) NO - I am registered to take class on I would like a PROVISIONAL LICENSE (\$15.00) until I am able to complete the course.

THIS BOX MUST BE COMPLETED BY ALL APPLICANTS

- 1. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? YES (NO) (Circle one) 2. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? YES (NO)

If you answered yes above, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. If more room is needed, continue on reverse side of this form.

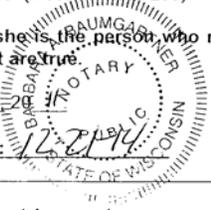
Nature of Offense: Date of Conviction/Trial Date: Name of Court:

State of Wisconsin ) County of Dane )

Applicants signature (Must be Notarized)

James Nolden being first duly sworn on oath says that he/she is, the person who made and signed the foregoing application and that all statements made by the applicant are true.

Subscribed and sworn to before me this 1st day of May Notary Public. My commission expires: 12-21-11



OFFICE USE ONLY Approved by Police: Yes No By: Date: 2-26-11 Village Board Approved on: Revised for use 3/16/09 vb

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 7/01/2011 From Account:  
Thru: 7/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
V415	7/12/2011	BEIERSDORF, VICTORIA L.	1,068.88
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V416	7/12/2011	EICHELKRAUT, WILLIAM B.	1,498.61
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V417	7/12/2011	FREEMAN, DEBRA	512.88
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V418	7/12/2011	HENDRICKSON, DARLENE M.	928.68
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V419	7/12/2011	HILLEBRAND, ROGER J.	1,406.63
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V420	7/12/2011	LEHMANN, BRONNA B.	582.70
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V421	7/12/2011	LIEN, TRACY	365.14
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V422	7/12/2011	LITTLE, APRIL A. W.	1,773.88
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V423	7/12/2011	MARTIN, JEREMY A	1,075.61
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
V424	7/26/2011	BEIERSDORF, VICTORIA L.	1,068.88
	Manual Check	Pay period 07/11/2011 to 07/24/2011	
V425	7/26/2011	EICHELKRAUT, WILLIAM B.	1,356.07
	Manual Check	Pay period 07/11/2011 to 07/24/2011	
V426	7/26/2011	FREEMAN, DEBRA	557.12
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V427	7/26/2011	HENDRICKSON, DARLENE M.	928.69
	Manual Check	Pay period 07/11/2011 to 07/24/2011	
V428	7/26/2011	HILLEBRAND, ROGER J.	1,406.63
	Manual Check	Pay period 07/11/2011 to 07/24/2011	
V429	7/26/2011	LEHMANN, BRONNA B.	503.07
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V430	7/26/2011	LIEN, TRACY	404.63
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V431	7/26/2011	LITTLE, APRIL A. W.	1,773.88
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V432	7/26/2011	MARTIN, JEREMY A	1,075.61
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14669	7/12/2011	*** Test Check ***	0.00
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## GENERAL FUND CHECKING

## ALL Checks

Posted From: 7/01/2011 From Account:  
Thru: 7/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
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14671	7/12/2011	BIGLER, JULIE L.	232.30
	Manual Check	Pay period 07/01/2011 to 07/10/2011	
14672	7/12/2011	BUTTS, JERRY D.	1,410.04
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14673	7/12/2011	CHRISTENSEN, JEAN M.	1,097.40
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14674	7/12/2011	DIEDERICH, FREDERICK H.	1,126.74
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14675	7/12/2011	FURMAN, RACHEL M.	1,067.97
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14676	7/12/2011	HULTINE, MOLLY M.	1,431.23
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14677	7/12/2011	JOSEPH, MICHELE M.	355.93
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14678	7/12/2011	MANKOWSKI, JAMES B.	133.21
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14679	7/12/2011	MUSSEHL, RODNEY J.	368.47
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14680	7/12/2011	O'CONNOR, THOMAS P.	1,412.39
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14681	7/12/2011	PACE, JACK	264.86
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14682	7/12/2011	PAULI, DAVID J.	1,259.07
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14683	7/12/2011	PELTON, TERESA A.	688.93
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14684	7/12/2011	SOLBERG, SHEREE	87.59
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14685	7/12/2011	YOUNG, TERESA M	429.33
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14688	7/26/2011	BIGLER, JULIE L.	232.30
	Manual Check	Pay period 07/11/2011 to 07/24/2011	

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ALL Checks

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Thru: 7/31/2011 Thru Account:

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14691	7/26/2011	DIEDERICH, FREDERICK H.	1,239.62
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14692	7/26/2011	FURMAN, RACHEL M.	1,218.03
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14693	7/26/2011	HELLER, MOLLY K	436.29
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14694	7/26/2011	HULTINE, MOLLY M.	1,465.04
	Manual Check	Pay period 07/11/2011 to 07/24/2011	
14695	7/26/2011	JOSEPH, MICHELE M.	379.12
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14696	7/26/2011	MANKOWSKI, JAMES B.	133.21
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14697	7/26/2011	O'CONNOR, THOMAS P.	1,324.11
	Manual Check	Pay period 07/11/2011 to 07/24/2011	
14698	7/26/2011	PAULI, DAVID J.	1,037.51
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14699	7/26/2011	PELTON, TERESA A.	650.67
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14700	7/26/2011	SOLBERG, SHEREE	85.00
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14701	7/26/2011	YOUNG, TERESA M	380.59
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17386	7/08/2011	CITGO FLEET # 131801342	1,611.37
17387	7/08/2011	CITGO (2) FLEET # 132004243	1,232.39
17388	7/12/2011	*** Test Check *** *** VOID *** VOID *** VOID *** VOID ***	0.00
17389	7/12/2011	2ND SEASON RECYCLING INV # 06/21/11-06/27/11	287.93
17390	7/12/2011	ADVANCE CONSTRUCTION, INC. PAYMENT #10	38,344.85
17391	7/12/2011	ALLIANT ENERGY/WP&L (4) ACCT # 167309-010	2,207.27

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ALL Checks

Posted From: 7/01/2011 From Account:  
Thru: 7/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17392	7/12/2011	BAKER & TAYLOR INV # 2025909926	1,607.83
17393	7/12/2011	BELLEVILLE AREA EMS 2ND HALF OF 2011 BUDGET	9,556.03
17394	7/12/2011	BELLEVILLE AREA HISTORICAL SOCIETY HALF THE COST OF HISTORIC MARKER	910.00
17395	7/12/2011	BELLEVILLE FIRE ASSOCIATION 2ND HALF OF 2011 BUDGET	24,192.00
17396	7/12/2011	BELLEVILLE FIRE ASSOCIATION 2011 FIRE DUES	6,064.67
17397	7/12/2011	BELLEVILLE MUNICIPAL WATER DEPT ACCT # 049-0105-00	402.98
17398	7/12/2011	BELLEVILLE MUNICIPAL WATER DEPT (2)	100.71
17399	7/12/2011	BELLEVILLE PRINTING COMPANY, INC. INV # 28306 VICTIM INFO FORM	55.00
17400	7/12/2011	BLACKHAWK TECHNICAL COLLEGE INV # S0187486	270.00
17401	7/12/2011	BUCKY'S PORTABLE TOILETS, INC. INV # 32738 COMM PK THRU 07-28-11	170.00
17402	7/12/2011	BURRESON'S FOODS FOOD PANTRY MILK VOUCHERS	496.85
17403	7/12/2011	BWI INV # 145344D	5.19
17404	7/12/2011	CATE MACHINE AND WELDING, INC. INV # 32879 SHOP	64.60
17405	7/12/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0001982	275.03
17406	7/12/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015586	89.24
17407	7/12/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	109.98
17408	7/12/2011	CHRISTOPHER CAPPS REFUND CITATION OVERPAYMENT	84.20
17409	7/12/2011	CINTAS CORPORATION ACCT # 446-32222	242.48
17410	7/12/2011	CONVERGENT SOLUTIONS, INC INV # 21682	322.25

7/29/2011 9:43 AM

Reprint Check Register - Quick Report - ALL

Page: 5  
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 7/01/2011 From Account:  
Thru: 7/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17411	7/12/2011	DANE COUNTY TREASURER JUNE REPORT	251.60
17412	7/12/2011	FRANCOIS SALES & SERVICE, INC. ACCT # 3481	38.03
17413	7/12/2011	FRONTIER ACCT # 0075018494380	74.62
17414	7/12/2011	FRONTIER (2) 608-424-3545	214.46
17415	7/12/2011	GFC LEASING CUSTOMER # 423705	154.47
17416	7/12/2011	GORDON FLESCH CO., INC. INV # 1AU268	181.57
17417	7/12/2011	GRAINGER ACCT # 837616846	70.58
17418	7/12/2011	HAROLD'S EXCAVATING CO. MARK WILD FUNERAL	400.00
17419	7/12/2011	HAWKINS , INC. 111983	711.37
17420	7/12/2011	HISTORY EDUCATION CUSTOMER ID 99293662	209.90
17421	7/12/2011	JEAN CHRISTENSEN JULY 7TH SCLS MTG IN SUN PRAIRIE	30.60
17422	7/12/2011	LANDMARK SERVICES COOPERATIVE INV # 74-14233 STREETS SPRAY	223.08
17423	7/12/2011	LATHROP & CLARK LLC BELLVIL 00015 INV # 134776	1,017.50
17424	7/12/2011	MADISON METROPOLITAN SEWERAGE DISTRICT CUSTOMER # VBELLE INV # 8835	6,261.45
17425	7/12/2011	MIDWEST TAPE CUSTOMER 53508	858.63
17426	7/12/2011	MILPORT ENTERPRISES, INC. INV # 210656 ALUM SULFATE	3,847.65
17427	7/12/2011	MOLLY HULTINE REIMBURSE - UNIFORM ALLOWANCE	21.08
17428	7/12/2011	NEWS PUBLISHING COMPANY, INC. AGENDAS, MINUTES, BOA, PUB. HRG	652.42
17429	7/12/2011	NORTHERN LAKE SERVICE, INC. INV # 199854	83.40

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Check Nbr	Check Date	Payee	Amount
17430	7/12/2011	PATRICIA MCDANIEL INV # 492807	20.00
17431	7/12/2011	PET WASTE ELIMINATOR INV # 3438264 WASTE ELIMINATOR KITS/BAGS	599.00
17432	7/12/2011	PURCHASE POWER ACCT # 8000-9090-0547-6721	107.99
17433	7/12/2011	QUILL CORP ACCT # C437160	205.39
17434	7/12/2011	REINDERS, INC. CUSTOMER # 278854	125.61
17435	7/12/2011	ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FAMILY DOLLAR	40.00
17436	7/12/2011	SCHMIDT'S AUTO, INC. TOW TICKET # 145886	45.00
17437	7/12/2011	STATE OF WISCONSIN JUNE REPORT	1,028.25
17438	7/12/2011	STREICHER'S INV # 1847603 TROUSER RH	149.95
17439	7/12/2011	SUGAR RIVER BANK BUTTS	200.00
17440	7/12/2011	THE MINNESOTA LIFE INSURANCE COMPANY AUGUST 2011 PREMIUM	526.41
17441	7/12/2011	THE NEST LLC NSF CHECK RESTITUTION	110.00
17442	7/12/2011	THE PENWORTHY COMPANY INV # 504979	655.53
17443	7/12/2011	THE WILDERNESS HOTEL & GOLF RESORT ADULT SUMMER READING PRIZE	85.00
17444	7/12/2011	WASTE MANAGEMENT OF WI-MN JULY CHARGES	12,871.00
17445	7/12/2011	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC JULY DUES # 243	151.00
17446	7/12/2011	WJZ CLEANING, LLC INV # 5500 JUNE CLEANINGS	550.00
17447	7/12/2011	WJZ CLEANING, LLC (2) INV # 5501 JUNE CLEANINGS	305.00
17448	7/14/2011	DEPARTMENT OF NATURAL RESOURCES HARVESTING PERMIT	300.00

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17449	7/18/2011	WISCONSIN MUNICIPAL CLERKS ASSOCIATION 2011 WMCA CONFERENCE - MARY	120.00
17450	7/26/2011	*** Test Check *** Test Check *** VOID *** VOID *** VOID *** VOID ***	0.00
17451	7/26/2011	AFLAC ACCT # C2066	528.00
17452	7/26/2011	AGRECOL INV # 1001 FISH RESTORATION	3,000.00
17453	7/26/2011	ALLIANT ENERGY/WP&L ACCT # 366426-010	5,586.33
17454	7/26/2011	ALLIANT ENERGY/WP&L (2) ACCT # 393374-010	747.81
17455	7/26/2011	AMERICAN DIVERSITY BUSINESS SOLUTIONS INV # 00-434892	210.94
17456	7/26/2011	ASSOCIATED APPRAISAL CONSULTANTS, INC. JULY SERVICES	945.10
17457	7/26/2011	AT&T ACCT # 030 491 1230 001	48.65
17458	7/26/2011	BAKER & TAYLOR INV # 2026012317	1,565.55
17459	7/26/2011	BELLEVILLE PRINTING COMPANY, INC. INV # 28345 ENVELOPES	144.45
17460	7/26/2011	BETTER HOMES & GARDENS ACCT # 01-152-237154976	33.91
17461	7/26/2011	BEV FLANAGAN REIMBURSE FOR FOOD PANTRY-FAMILY DOLLAR	105.00
17462	7/26/2011	BOND TRUST SERVICES CORPORATION REF: 36609-CP, 35621-CP	300.00
17463	7/26/2011	BURRESON'S FOODS (2) ACCT # 047900500038 (LIBRARY ACCT)	79.44
17464	7/26/2011	BUSINESS CARD ACCT # 5472 0690 0015 2275 (UPS)	158.81
17465	7/26/2011	BUSINESS CARD (2) ACCT # 5472-0681-5737-1969	809.41
17466	7/26/2011	BWI INV # 148421D	9.72
17467	7/26/2011	COUNTRY BOOKS COUNTY WOMAN CHRISTMAS 2011 - NO TAX	30.98

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Check Nbr	Check Date	Payee	Amount
17468	7/26/2011	DEMCO INV # 4255745	126.65
17469	7/26/2011	FIRST SUPPLY LLC - MADISON INV # 8912778-00 HWY CC PROJECT	2,495.00
17470	7/26/2011	FRONTIER FINAL BILL FOR PHONE SERVICE	56.10
17471	7/26/2011	GENERAL ENGINEERING COMPANY JUNE BUILDING PERMITS	260.00
17472	7/26/2011	GLENN MORRICK CANCELLED SHELTER RESERVATION	30.00
17473	7/26/2011	GORDON FLESCH COMPANY, INC. INV # 1B7365 BASE CHARGE/COPIES/SHIPPING	127.18
17474	7/26/2011	GREEN COUNTY SOLID WASTE JUNE	492.36
17475	7/26/2011	HYDRITE CHEMICAL CO CUSTOMER 119562	1,221.98
17476	7/26/2011	JEAN CHRISTENSEN JULY 14 DANE CTY DIRECTOR MTG -DE FOREST	42.84
17477	7/26/2011	LAMBEAU TELECOM ACCT # PW032859, INV # 20914684	51.90
17478	7/26/2011	LATHROP & CLARK LLC HANDBOOK REVIEW	665.00
17479	7/26/2011	MANDT SANDFILL INV # 99035 HAUL FILL DIRT	175.00
17480	7/26/2011	MIDWEST TAPE INV # 2562775	133.87
17481	7/26/2011	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC INV # 3475 COM PARK PRELIM ENG	17,840.29
17482	7/26/2011	NORTH SHORE BANK,FSB JUNE 28TH PAYROLL	280.00
17483	7/26/2011	NORTHERN LAKE SERVICE, INC. INV # 200784	334.85
17484	7/26/2011	NORTHERN SEWER EQUIPMENT CO. INC. INV # 7623 SEWER JETTER PART	1,329.86
17485	7/26/2011	OTIS ELEVATOR COMPANY CUSTOMER # 290412	216.87
17486	7/26/2011	PITNEY BOWES INV # 1281536-JY11	76.71

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Check Nbr	Check Date	Payee	Amount
17487	7/26/2011	PITNEY BOWES INC INV # 656371	133.59
17488	7/26/2011	PURE WATERS, LLC INV # 84351	22.00
17489	7/26/2011	QUILL CORPORATION ACCT # C264557	443.37
17490	7/26/2011	RIVERSIDE MANUFACTURING COMPANY INV # 4967318 001 TROUSERS - BEIERSDORF	123.36
17491	7/26/2011	SHORT ELECTRIC INC INV # 17505 PHOTOEYE FOR STREET LIGHTS	146.72
17492	7/26/2011	SOUTHERN LIVING BOOKS ACCOUNT # 134112630	36.91
17493	7/26/2011	STAFFORD ROSENBAUM LLP GENERAL MUNICIPAL	3,515.18
17494	7/26/2011	SUGAR RIVER BANK BUTTS	200.00
17495	7/26/2011	SUGAR RIVER PIZZA	89.00
17496	7/26/2011	SWEET STREET BAKERY INV # 3563 CAKE	59.00
17497	7/26/2011	SYLVIA ZENTNER REFUND RESERVATION FEE	30.00
17498	7/26/2011	THE SATURDAY EVENING POST	9.00
17499	7/26/2011	U.S. CELLULAR ACCT # 335032686	34.41
17500	7/26/2011	WE ENERGIES ACCT # 4623-106-234	87.62
17501	7/26/2011	WE ENERGIES (3) ACCT # 6227-305-139	9.92
17502	7/26/2011	WI DEPART OF JUSTICE - TIME INV # T11479 JULY - AUGUST 2011	255.00
17503	7/26/2011	WI STATE LABORATORY OF HYGIENE INV # 4958628	20.00
17504	7/26/2011	WISCONSIN TAXPAYERS ALLIANCE 2011 WIMUNICIPAL FACTS 11	15.95
17505	7/26/2011	WisDOT BUREAU OF TRANSPORTATION SAFETY HIGHWAY SAFETY CONFERENCE-BILL	100.00

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17506	7/26/2011	2011 WCPA ANNUAL CONFERENCE 2011 ANNUAL CONFERENCE	100.00
ACH AUG ICI	7/22/2011	ICI DISABILITY INSURANCE	629.18
	Manual Check	ACH ICI DISABILITY INS AUGUST PREMIUM	
ACH AUG HEAL	7/22/2011	HEALTH INSURANCE	18,106.30
	Manual Check	ACH HEALTH INS AUGUST PREMIUM	
ACH JULY DEN	7/01/2011	DENTAL INSURANCE	1,467.83
	Manual Check	ACH DENTAL INS JULY PREMIUM	
		Grand Total	230,642.25

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Posted From: 7/01/2011 From Account:  
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	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	94,866.08
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	300.00
Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND	1,395.20
Total Expenditure from Fund # 510 - TIF 3 / FAR WEST SIDE DEV	833.00
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	14,033.07
Total Expenditure from Fund # 600 - WATER & SEWER	36,175.23
Total Expenditure from Fund # 650 - STORM WATER UTILITY	99.66
Total Expenditure from Fund # 720 - CMTY DEVELOPMENT AUTHORITY-CDA	910.00
Total Expenditure from Fund # 800 - LAKE RESTORATION	58,120.26
Total Expenditure from Fund # 900 - LIBRARY	22,624.98
Total Expenditure from Fund # 950 - CEMETERY FUND	1,284.77
Total Expenditure from all Funds	230,642.25

Municipality No.: 13-106		2011 Building Permit Applications		Village of Bellville				
Date	Permit #	Class	Address	Owner/Contractor	Est Cost	Description	GHC Fee	Fee
1/3/2011	11-01-13-106	434	226 BOWLAVARD AVENUE	TODD SAEGER	\$11,995.00	WINDOWS	\$6.00	\$25.00
1/20/2011	11-02-13-106	434	205 BELLE AVENUE	STEVE NARR	\$21,500.00	REMODEL	\$116.73	\$128.72
						Total Month Permit Fees January	\$116.73	\$153.72
2/10/2011	11-03-13-106	434	446 VORNDRAN DRIVE	KYLE RIEVERSMA	\$5,000.00	REMODEL	\$75.00	\$82.50
2/10/2011	11-04-13-106	434	235 SOUTH HARRISON STREET	ROD & HEIDI CLARK	\$5,000.00	REMODEL	\$75.00	\$82.50
2/10/2011	11-05-13-106	130	230 HARMON CIRCLE	RICK KLINGER	\$220.00	PLUMBING	\$0.00	\$25.00
2/24/2011	11-06-13-106	126	228 SOUTH PARK STREET	CRAIG ANNEN	\$3,700.00	RE-ROOF	\$0.00	\$25.00
2/24/2011	11-07-13-106	437	602 WEST CHURCH STREET	VARIZON WIRELESS	\$50,000.00	COMMERCIAL	\$175.00	\$192.50
2/24/2011	11-08-13-106	131	925 ANN COURT	GARY BELLEVILLE	\$900.00	ELECTRIC	\$60.00	\$66.00
						Total Month Permit Fees February	\$383.00	\$473.50
3/10/2011	11-09-13-106	434	14 JACKSON COURT	JUANITA HARBORT	\$18,000.00	REMODEL	\$75.00	\$82.50
3/17/2011	11-10-13-106	126	1206 WEI CH STREET	DAN BOLCH	\$6,340.00	ROOF	\$0.00	\$25.00
3/24/2011	11-11-13-106	434	550 WEST SCHOOL STREET	DANIEL FRANCOIS	\$2,600.00	ALTERATIONS	\$0.00	\$25.00
3/24/2011	11-12-13-106	125	559 DANE STREET	JERRY BUTTS	\$5,200.00	SIDING	\$0.00	\$25.00
3/30/2011	11-13-13-106	126	122 WEST SCHOOL STREET	WATRY HOMES LLC	\$10,000.00	ROOF	\$0.00	\$200.00
						Total Month Permit Fees March	\$75.00	\$357.50
3/10/2011	11-09-13-106	434	14 JACKSON COURT	JUANITA HARBORT	\$18,000.00	REMODEL	\$75.00	\$82.50
3/17/2011	11-10-13-106	126	1206 WELCH STREET	DAN BOLCH	\$6,340.00	ROOF	\$0.00	\$25.00
3/24/2011	11-11-13-106	434	550 WEST SCHOOL STREET	DANIEL FRANCOIS	\$2,600.00	ALTERATIONS	\$0.00	\$25.00
3/24/2011	11-12-13-106	125	559 DANE STREET	JERRY BUTTS	\$5,200.00	SIDING	\$0.00	\$25.00
3/30/2011	11-13-13-106	126	122 WEST SCHOOL STREET	WATRY HOMES LLC	\$10,000.00	ROOF	\$0.00	\$200.00
						Total Month Permit Fees	\$75.00	\$357.50
4/7/2011	11-14-13-106	122	507 KARI STREET	AARON GOBEL	\$3,000.00	HVAC	\$60.00	\$66.00
4/7/2011	11-15-13-106	434	345 BELASER DRIVE	MELISSA STACK	\$2,000.00	REMODEL	\$75.00	\$82.50
4/7/2011	11-16-13-106	128	514 KARI STREET	JASON & STACY FREY	\$1,000.00	SHED	\$60.00	\$66.00
4/7/2011	11-17-13-106	434	331 KARI AVENUE	PETE & PENNY	\$9,200.00	SCREENED PORCH	\$100.00	\$110.00
4/14/2011	11-18-13-106	437	350 REMY ROAD	PRODUCTIVE HOLDING LLC	\$395,000.00	COMMERCIAL CONSTRUCTION	\$665.60	\$1,129.90
4/14/2011	11-19-13-106	123	115 GREEN VIEW DRIVE	RYAN & NOEL VANDBERG	\$2,000.00	FENCE	\$60.00	\$66.00
4/14/2011	11-20-13-106	123	114 EAST CHURCH STREET	JOSHUA THAYS	\$600.00	FENCE	\$60.00	\$66.00
4/27/2011	11-21-13-106	130	265 REMY ROAD	PRODUCTIVE HOLDINGS LLC	\$3,000.00	COMMERCIAL PLUMBING	\$108.00	\$138.00
4/27/2011	11-22-13-106	127	1121 BELLWEST BLVD	UW HEALTH DEPT	\$7,500.00	SIGN	\$100.00	\$110.00
4/27/2011	11-23-13-106	127	1121 BELLWEST BLVD	UW HEALTH DEPT	\$7,500.00	SIGN	\$100.00	\$110.00
4/7/2011	11-20-13-106	97	514 KARI STREET	JASON & STACY FREY	\$1,000.00	ZONING - OUT BUILDING	\$10.00	\$11.00
4/7/2011	11-20-13-106	97	350 REMY ROAD	PRODUCTIVE HOLDING LLC	\$395,000.00	ZONING - COMMERCIAL	\$50.00	\$55.00
4/14/2011	11-20-13-106	97	115 GREEN VIEW DRIVE	RYAN & NOEL VANDBERG	\$2,000.00	ZONING - FENCE	\$10.00	\$11.00
4/27/2011	11-20-13-106	97	1121 BELLWEST BLVD	UW HEALTH DEPT	\$7,500.00	ZONING - SIGN	\$100.00	\$110.00

4/7/2011	11-2-07-13-106	97	331 KARL AVENUE	PETE & PENNY MAGENA	\$9,200.00	ZONING - ADDITION	\$50.00	\$55.00
						Total Month Permit Fees April	\$1,608.60	\$2,186.40
5/5/2011	11-24-13-106	126	128 WEST MAIN	ED FRANCIOS	\$12,000.00	ROOF	\$0.00	\$25.00
5/5/2011	11-25-13-106	126	553 ACE STREET	MIKE THOMAS	\$6,550.00	RE-ROOF	\$0.00	\$25.00
5/5/2011	11-26-13-106	126	122 EAST PEARL STREET	ROGER HILLBRAND	\$5,000.00	ROOF	\$0.00	\$25.00
5/5/2011	11-27-13-106	131	265 REMY STREET	PRODUCTIVE HOLDINGS LLC	\$10,000.00	COMMERCIAL ELECTRIC	\$320.00	\$400.00
5/5/2011	11-28-13-106	434	569 QUEEN STREET	JOSH CROOKS	\$21,000.00	REMODEL	\$75.00	\$107.50
5/5/2011	11-29-13-106	123	515 SOUTH PARK STREET	CRAIG CAMPBELL	\$2,000.00	FENCE	\$60.00	\$66.00
5/12/2011	11-30-13-106	437	119 WEST MAIN	NANCY BUTTS	\$1,000.00	COMMERCIAL REMODEL	\$0.00	\$25.00
5/12/2011	11-31-13-106	434	308 SOUTH HARRISON STREET	JASON RAY	\$2,000.00	REMODEL	\$0.00	\$25.00
5/12/2011	11-32-13-106	123	686 SUGAR AVENUE	STEPHANIE FERGUSON	\$1,400.00	FENCE	\$60.00	\$66.00
5/19/2011	11-33-13-106	126	2 WEST MAIN	BOB OLSON	\$5,000.00	ROOF	\$0.00	\$25.00
5/19/2011	11-34-13-106	126	836 WELCH STREET	JOHN & TERESA BUBLITZ	\$0.00	RE-ROOF	\$0.00	\$25.00
5/19/2011	11-35-13-106	120	356 VORNDRAN DRIVE	JOSH BUDWORTH	\$1,500.00	DECK	\$60.00	\$66.00
5/25/2011	11-36-13-106	123	436 BOWLAVARD AVENUE	ISMAEL ARAVIO	\$500.00	FENCE	\$60.00	\$66.00
5/26/2011	11-37-13-106	130	126 WEST CHURCH STREET	RICK FRANCIOS	\$6,000.00	PLUMBING	\$75.00	\$82.50
5/26/2011	11-38-13-106	434	115 ALBERT CIRCLE	GREG & PEGGY HICKS	\$5,000.00	ALTERATIONS	\$60.00	\$76.00
5/5/2011	11-2-05-13-106	97	515 SOUTH PARK STREET	CRAIG CAMPBELL	\$2,000.00	ZONING - FENCE	\$10.00	\$11.00
5/12/2011	11-2-06-13-106	97	686 SUGAR AVENUE	STEPHANIE GUSTAFSON	\$1,400.00	ZONING - FENCE	\$10.00	\$11.00
5/19/2011	11-2-08-13-106	120	356 VORNDRAN DRIVE	JOSH BUDWORTH	\$1,500.00	ZONING - DECK	\$10.00	\$11.00
5/25/2011	11-2-09-13-106	97	436 BOWLAVARD AVENUE	ISMAEL ARAVIO	\$300.00	ZONING - FENCE	\$10.00	\$11.00
						Total Month Permit Fees May	\$810.00	\$1,149.00
6/9/2011	11-39-13-106	122	557 QUEEN STREET	JIM SCHMITZ	\$3,000.00	HVAC	\$70.00	\$76.00
6/9/2011	11-40-13-106	123	21 WEST PEARL STREET	JEFFREY ABRAHAMSON	\$1,000.00	FENCE	\$60.00	\$66.00
6/16/2011	11-41-13-106	649	20 SOUTH PARK	DIENNIS CUST	\$0.00	RAZE	\$37.50	\$37.50
6/20/2011	11-42-13-106	434	220 HARMON CIRCLE	DON COSGROVE	\$15,000.00	BASEMENT FINISH	\$85.00	\$92.50
6/30/2011	11-43-13-106	126	19 W. SCHOOL ST	ROCHELLE FRANCOS	\$10,000.00	RE-ROOF	\$0.00	\$25.00
6/9/2011	11-2-10-13-106	97	21 WEST PEARL STREET	JEFFREY ABRAHAMSON	\$0.00	ZONING - FENCE	\$10.00	\$11.00
						Total Month Permit Fees June	\$260.00	\$308.00
						Total Permit Fees YTD	\$3,255.33	\$4,628.12

July 28, 2011

Ms. April Little  
Village Administrator/Clerk/Treasurer  
Village of Belleville  
24 W. Main St., P.O. Box 79  
Belleville, WI 53508

Re: Award Recommendation for the Lake Belle View Restoration Project  
MARS Project Number: 1428-06

VIA: EMAIL

Dear April,

Attached for your review and distribution is the bid tabulation for the Lake Belle View – Long Term Restoration Project. Five bids were received for the project, and opened at the Village Hall on July 27, at 3PM. Our Engineer’s Opinion of Probable Cost for the Base Plan project prior to bidding was \$157,000 which included a 10% contingency. The five bids ranged from \$162,000 to \$371,226. The lowest bid was NES Ecological Services which is a division of Robert E. Lee & Associates. Their Lump Sum Bid Price was higher than the Engineer’s Opinion of Probable Cost but within a 15% range.

A summary tabulation of the bids is presented in the table below, and the attached detailed bid tabulation lists all of the costs in the submitted bid forms.

	NES Ecological Services	EC3	Cardno-JFNEW	AES	Conservation Land Stewardship, Inc.
Total Lump Sum Bid Price	\$162,000.00	\$235,000.00	\$248,686.82	\$315,980.00	\$371,226.00

The bid submittal received from NES Ecological Services was reviewed and we have concluded that the bidder does meet the required qualifications. NES listed three references, of which MARS was able to contact two. Both references noted that NES Ecological Services had performed the project extremely well and that the contractor went above and beyond what was necessary to complete the project. Additionally, NES Ecological Services has previously worked on the Lake Belle View Restoration Project when they won a bid and successfully implemented the work requested for seeding in the emergent zone previously this summer. NES has also been working with some of the residents around the lake on shoreline restoration so their knowledge of this project is substantial.

Please note that this work will encompass all vegetation restoration and maintenance activities on the existing islands, new habitat fill areas and the berm for a four year period from fall 2011 to the end of growing season 2014 or until the performance standards outlined in the bid documents have been met.

July 28, 2011  
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This bid price also includes prescribed burns and purchasing and installing of the climax seed mix and tree seed and plants to be installed spring of 2013 or 2014 as outlined in the Lake Belle View Restoration and Monitoring Plan. Both the vegetation management and the climax seed and tree planting/seeding are part of the Army Corps of Engineer's and Wisconsin DNR permit requirements.

This bid *does not* include vegetation maintenance activities beyond the end of growing season 2014. Additional vegetation maintenance activities will be required after 2014, but the bulk of the effort has been included within this bid. The additional vegetation maintenance activities will need to be addressed in the future (likely 2014), but given the length of time involved, we did not feel it was prudent to bid past 2014 activities.

Based on the provided qualifications and lump sum bid, NES Ecological Services provided the lowest qualified bid. Therefore, we recommend that the contract be awarded to NES Ecological Services for a total lump sum price of \$162,000.00.

Please contact me at 608-839-4422 with any questions.

Sincerely,

Montgomery Associates: Resource Solutions, LLC

A handwritten signature in black ink, appearing to read "Sigi Sigmarsson". The signature is fluid and cursive.

Sigi Sigmarsson, P.E.  
Water Resources Engineer

Enclosures: Bid Tabulation

**Bid Tabulation**  
**Lake Belle View - Long Term Restoration Project**  
 Village of Belleville, Dane County, WI  
 Project #1428-06  
 Bid Date: July 27, 2011



Item no.		NES Ecological Services	EC3	Cardno-JFNEW	AES	Conservation Land Stewardship, Inc
1	Existing Wooded Areas Vegetation Management	\$28,337.00	\$50,600.00	\$50,215.00	\$120,980.00	\$66,836.00
2	New Habitat Areas and Berm Vegetation Management	\$24,500.00	\$54,000.00	\$45,650.00	\$14,985.00	\$12,343.00
3	Emergent Species Zone Vegetation Management	\$18,020.00	\$47,000.00	\$47,932.50	\$18,850.00	\$22,835.00
4	Prescribed Burn in Existing Wooded Areas	\$7,356.00	\$10,500.00	\$9,581.00	\$8,280.00	\$5,350.00
5	Prescribed Burn in New Habitat Fill Areas and Berm	\$7,356.00	\$9,000.00	\$9,581.00	\$6,735.00	\$5,350.00
6	Climax Seeding in New Habitat Fill Areas	\$26,290.00	\$31,400.00	\$46,859.29	\$70,350.00	\$22,020.00
7	Tree Planting and Seeding in New Habitat Fill Areas	\$50,141.00	\$32,500.00	\$38,868.02	\$75,800.00	\$235,492.00
<b>Total</b>	<b>Total Base Bid Lump Sum Price for Items 1-7</b>	<b>\$162,000.00</b>	<b>\$235,000.00</b>	<b>\$248,686.81</b>	<b>\$315,980.00</b>	<b>\$371,226.00</b>

July 28<sup>th</sup>, 2011

Ms. April Little  
Village of Belleville Administrator/Clerk/Treasurer  
24 W. Main Street, PO Box 79  
Belleville, WI 53508

Re: Proposal for Professional Services  
*MARS Proposal Number: P-130*

VIA: E-MAIL

Dear April,

We appreciate the opportunity to provide continuing services to the Village of Belleville for the Lake Belle View Restoration project. This letter describes our scope and fees to provide "construction" related services associated with the Lake Belle Long-Term Restoration Project (vegetation maintenance). Bids for the project have been solicited and our recommendation of award is included under separate cover.

#### **PROPOSED SCOPE OF SERVICES**

Services to be conducted by MARS will include the following:

1. **Contract Administration** – MARS will perform contract administration duties with the selected bidder including Notice of Award, Notice to Proceed, submittal review, insurance review, bonding review, and initial coordination.
2. **Review of Work** – MARS will perform limited site visits to review the work performed for pay requests. These activities will be coordinated with monitoring activities to minimize costs. We anticipate being onsite once a month during active vegetation maintenance activities.
3. **Review of Submittals and Pay Requests** – MARS will review required submittals and pay requests and provide recommendation for payment to the Village.
4. **Project Closeout** – MARS will perform project closeout activities including review for acceptance recommendations and final payment.

#### **ASSUMPTIONS AND CONDITIONS**

We have assumed the following regarding the scope of our services:

1. No survey will be required.
2. This scope includes attendance at one Village meeting per year.

**CONTRACT, FEES AND SCHEDULE**

Services by MARS on this project will be conducted according to the terms and conditions described in the attached Services Agreement. The services will be performed over the course of approximately four years, along with the activities being performed by the vegetation maintenance contractor. The estimated fees by year are as follows:

2011	\$3,520
2012	\$3,485
2013	\$3,485
<u>2014</u>	<u>\$6,330</u>
<i>Total</i>	<i>\$16,820</i>

Actual fees billed will be based on the level of effort required, according to the rates and procedure described on the attached rate sheet.

Receipt of a written notification will be authorization for MARS to proceed with the services described in this proposal.

Thanks very much for the opportunity to provide this proposal. Please contact me at 701-258-6180 with any questions.



Montgomery Associates: *Resource Solutions, LLC*

Jeffrey M. Hrubby, PE  
Water Resources Engineer

**FEE SCHEDULE**

Professional Services

Principal	\$150 / hour
Senior Engineer	\$100 / hour
Project Engineer 2	\$95 / hour
Project Engineer 1	\$90 / hour
Staff Engineer 2	\$80 / hour
Staff Engineer 1	\$75 / hour
Support staff	\$45 / hour

Reimbursable Expenses

Vehicle use:	Current IRS Rate
All other reimbursable expenses:	Cost

Invoicing

Monthly invoicing, with detail provided on in-house professional services.  
Documentation provided for subcontracted services fees; subconsultant services billed at cost plus 10%  
Documentation for reimbursable expenses provided if charges exceed \$500.  
Scope, payment and contract terms as defined in the proposal and Professional Services Agreement

**Address for all correspondence:**

Montgomery Associates: Resource Solutions, LLC  
119 South Main Street  
Cottage Grove, WI 53527  
Telephone: 608-839-4422; Fax: 608-839-3322

### Services Agreement

Montgomery Associates: Resource Solutions, LLC (Consultant) will perform services according to the terms and conditions of this Agreement with Village of Belleville (Client). The Consultant shall perform the services described in the attached Proposal dated July 28, 2011 (Proposal), in consideration of the fee and payment terms stated in the Proposal. Additional services requested by the Client, but not described in the Proposal, shall be paid according to hourly rates agreed to between Consultant and Client, or as specified in the Proposal. The following terms and conditions apply to the Agreement, unless specifically altered in the attached Proposal.

#### Terms and Conditions

- 1) **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- 2) **Retainer, Billing, and Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred, as described in the Proposal attached to this Agreement. Prior to providing services, the Client shall deposit a retainer with the Consultant, if called for in the Proposal. The retainer shall be credited on the final invoice. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% per month on the unpaid balance from the date of invoice. For any invoice not paid within 75 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. In the event any portion of the account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.
- 3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.
- 4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the Client.
- 5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the standards of practice of consulting professional engineering.
- 6) **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000, or the amount of the fee paid to MARS, whichever is greater. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contact or breach of warranty.
- 7) **Use of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant.
- 8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be first submitted to non-binding mediation.
- 9) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

The above Agreement, Terms and Conditions, and referenced Proposal scope of services and fees are agreed upon:

Consultant:  Date: 07-28-11

Client: \_\_\_\_\_ Date \_\_\_\_\_

Robert J Montgomery, PE, Principal  
Montgomery Associates: Resource Solutions, LLC  
119 South Main Street, Suite A, Cottage Grove, WI 53527

July 28<sup>th</sup>, 2011

Ms. April Little  
Village of Belleville Administrator/Clerk/Treasurer  
24 W. Main Street, PO Box 79  
Belleville, WI 53508

Re: Proposal for Professional Services – Lake Belle View Monitoring  
*MARS Proposal Number: P-130*

VIA: E-MAIL

Dear April,

We appreciate the opportunity to provide continuing services to the Village of Belleville for the Lake Belle View Restoration project. This letter describes our team's scope and fees to provide the monitoring and reporting activities as required by the U.S. Army Corps of Engineers (USACE) and Wisconsin Department of Natural Resources (WDNR) permits for the first four years of compliance monitoring. Our team consists of the same partners that have been on the project from the beginning: Agrecol Environmental Consulting, Eco-Resource Consulting, and Hofmeister Engineering & Surveying. Please note that additional monitoring and reporting will be required after the time period covered by this scope of work.

#### PROPOSED SCOPE OF SERVICES

Compliance monitoring and reporting for the Lake Belle View Restoration project is required by both the USACE and WDNR. Most of the activities are outlined in the *Mitigation and Restoration Plan for the Lake Belle View Restoration Project, April 2010* that was prepared by MARS for the Village of Belleville Lake Committee and submitted as supporting documentation for the USACE and WDNR permit applications (see attached excerpt from the plan). Additional requirements were imposed by the USACE as special conditions within the permit granted to the Village (attached). The monitoring is centered on providing data to exhibit that the project is meeting the restoration goals for both the lake and the habitat areas.

We have assumed that some of the monitoring functions will be provided by volunteers with training, data review, and reporting provided by our team. These opportunities are explicitly described below. There may be additional volunteer opportunities depending on volunteer backgrounds and participation, but we have assumed for the purposes of this scope that these opportunities will be limited. As always, we will attempt to identify additional volunteer opportunities to offset cost to the Village.

Please note that a large-scale lake planning grant is being requested from the WDNR. If the grant is awarded, it will provide some of the funding for monitoring activities associated with the fishery and lake water quality. Additionally, the WDNR may perform some of the fisheries related work. However, those activities have been included in this scope of work in the event that the grant is not awarded and/or the WDNR does not perform the work. An estimate of the cost offset that would be achieved with the grant is included in the Contract and Fees section below.

Services to be conducted by the MARS team will include the following:

1. **Volunteer Training** – The team will provide approximately 40 hours of training for volunteers in collecting lake water quality data to support the Trophic State Index (TSI) lake water quality method and collecting data for fish creel surveys. The TSI data needs to be collected annually in late summer and the creel surveys are required once per year in 2013, 2014, and 2015.
2. **Habitat Area Topographic Survey/Conservation Covenant and Easement** – The team will conduct an as-built topographic survey of the habitat fill areas. The survey will be prepared and certified by a licensed surveyor and submitted to the USACE per Special Condition No. 4. Additionally, the team will assist the Village in preparation of the conservation easement/covenant required by Special Condition No. 8 of the USACE permit.
3. **Lake Water Quality Vertical Profiles** – The team will collect vertical profiles of dissolved oxygen, temperature, pH, and specific conductance once in 2011 and twice per year (late summer and late winter) from 2012-2015.
4. **Lake Stage Monitoring** – MARS will purchase two data loggers and two staff gages for the Village and work with the Village install them at the dam and at the new lake outlet structure (we assume the Village will install the staff gages and MARS will install the data loggers). MARS will download data from the loggers approximately every three months from 2011-201 for use in the end of the year report. Additionally, MARS will train a volunteer or Village staff to collect staff gage readings on regular intervals.
5. **Wetland Functional Values** – The team will conduct wetland functional values assessments using the Wisconsin Rapid Assessment Methodology (WRAM) during the month of July for calendar years 2012 – 2015. The assessment will include functional value rankings; identification of the vegetative plant communities present and their dominant species; and direct and indirect observations of wildlife.
6. **Floristic Quality Assessments** – The team will conduct Floristic Quality Assessments (FQA) twice per growing season, once in July and once in September during calendar years 2012-2013 and; and once during August 2014 and August 2015. The FQA will use meander survey methods that will follow a similar format to the meander survey conducted during May 2009. The meander survey will include identification of all plant species in the previously existing and newly created wetlands of the project. Upon completion of field data collection, the team will prepare an FQA analysis using methods described in Swing & Wilhelm. After FQA analysis and species table preparation, a summary report will be prepared for inclusion with the end of year reporting.
7. **Vegetation Point-Intercept Surveys** – The team will conduct vegetation point-intercept surveys in 2012 and 2015. A baseline point intercept survey has already been completed and will be used as part of the restoration project evaluation. Aquatic plant species will be inventoried using the standard WDNR point intercept survey method.
8. **Fish Mini-Boom Surveys** – The team will conduct fish mini-boom surveys in 2012 and 2015. The mini-boom surveys will be used to evaluate growth rates, size distribution or population densities of sport fish populations. Note that these activities may be conducted by the WDNR at a cost savings to the Village.
9. **Wetland Delineation** – During the mid-growing season in 2014, the team will conduct a jurisdictional wetland determination/delineation of the restoration project site. The jurisdictional wetland determination/delineation will include the entire project restoration area and will be conducted using the 1987 Corps of Engineers Wetlands Delineation Manual and the Interim Regional Supplement to the

P:\1428 Lake Belle View Restoration Planning Assistance\1428-06 - Lake Belle View Construction Services\Admin\Monitoring Proposal\2011-07-28 Monitoring Proposal.doc

Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, October 2009. A formal wetland determination/delineation report will be prepared and submitted to the Village of Belleville upon completion. After Village review and approval, the team will submit the report to the U.S. Army Corps of Engineers and Wisconsin Department of Natural Resources requesting concurrence. The wetland delineation is required per Special Condition No. 12 of the USACE permit.

10. **Agency Coordination and Reporting** – The team will prepare and submit a brief yearly report summarizing the monitoring activities for the past year. The report will be submitted by December 31 of each year (2011-2015).

#### CONTRACT AND FEES

Services by the team on this project will be conducted according to the terms and conditions described in the attached Services Agreement. The services will be performed over the course of approximately five years. The following table provides estimated fees by year along with potential costs savings from grant funding and WDNR performed activities.

Year	Total Estimated Fees	Potential Grant Offset	Potential WDNR Offset	Total Less Offset
2011	\$14,600	\$1,100	\$0	\$13,500
2012	\$21,200	\$3,500	\$4,500	\$13,200
2013	\$25,100	\$4,200	\$0	\$20,900
2014	\$15,000	\$0	\$0	\$15,000
2015	\$21,800	\$0	\$4,500	\$17,300
<i>Totals</i>	<i>\$97,700</i>	<i>\$8,800</i>	<i>\$9,000</i>	<i>\$79,900</i>

Actual fees billed will be based on the level of effort required, according to the rates and procedure described on the attached rate sheet.

Receipt of a written notification will be authorization for MARS to proceed with the services described in this proposal.

Thanks very much for the opportunity to provide this proposal. Please contact me at 701-258-6180 with any questions.



Montgomery Associates: *Resource Solutions, LLC*

Jeffrey M. Hruby, PE  
Water Resources Engineer

Attachments: Fee Schedule  
Services Agreement  
Table 4 from *Mitigation and Restoration Plan for the Lake Belle View Restoration Project, April 2010*  
USACE Permit

**FEE SCHEDULE**

Professional Services

Principal	\$150 / hour
Senior Engineer	\$100 / hour
Project Engineer 2	\$95 / hour
Project Engineer 1	\$90 / hour
Staff Engineer 2	\$80 / hour
Staff Engineer 1	\$75 / hour
Support staff	\$45 / hour

Reimbursable Expenses

Vehicle use:	Current IRS Rate
All other reimbursable expenses:	Cost

Invoicing

Monthly invoicing, with detail provided on in-house professional services.  
Documentation provided for subcontracted services fees; subconsultant services billed at cost plus 5%  
Documentation for reimbursable expenses provided if charges exceed \$500.  
Scope, payment and contract terms as defined in the proposal and Professional Services Agreement

**Address for all correspondence:**

Montgomery Associates: Resource Solutions, LLC  
119 South Main Street  
Cottage Grove, WI 53527  
Telephone: 608-839-4422; Fax: 608-839-3322

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### Terms and Conditions

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- 3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.
- 4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the Client.
- 5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the standards of practice of consulting professional engineering.
- 6) **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000, or the amount of the fee paid to MARS, whichever is greater. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contact or breach of warranty.
- 7) **Use of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant.
- 8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be first submitted to non-binding mediation.
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The above Agreement, Terms and Conditions, and referenced Proposal scope of services and fees are agreed upon:

Consultant: [Signature] Date: 07-28-11

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Robert J Montgomery, PE, Principal

Montgomery Associates: Resource Solutions, LLC

119 South Main Street, Suite A, Cottage Grove, WI 53527

## 9 MONITORING PLAN

The Village will conduct or coordinate the monitoring described below to evaluate the success of the restoration project in achieving the stated goals and performance standards. The Village will produce a brief annual summary of the monitoring to be maintained on-file at the Village Hall along with the monitoring records. These annual monitoring summaries will be submitted to the WDNR and USACE. Intensive monitoring will be conducted during the first 5 years of the project. From years 5 through 20, the progress of forest establishment will be monitored every 5 years. The Village will hire a qualified consultant and utilize trained volunteers to perform the monitoring activities outlined in *Table 4*.

**Table 4. Monitoring Plan**

Monitoring Parameter	Method	Frequency & Timing
<i>Hydrology</i>		
Lake & river stage	Stage monitoring stations to be established with continuously recording water-level probes or manually observed staff gages on Lake Belle View & Sugar River.	March – November for years 1-5 <sup>1</sup>
Berm overflow & wetland inundation	Visual observations. Estimate of flood recurrence interval for berm overtopping based on USGS gage for Sugar River at Brodhead.	As events occur
<i>Wetlands</i>		
Post-construction erosion control	Visual inspection for vegetative cover and soil erosion indicators <sup>2</sup>	Weekly until 70% permanent vegetation cover established
Wetland functional values	WDNR Rapid Assessment Methodology for Evaluation of Wetland Functional Values	July during years 1 – 5 <sup>3</sup>
Plant species & diversity	Floristic Quality Assessment meander survey <sup>4</sup>	July and September during years 1 and 2, August in years 3 - 5
Forest establishment	Qualitative assessment of health of trees planted in this project	Annual years 1 – 5 Every 5 years for years 5 - 20
<i>Lake</i>		
Water quality	Trophic State Index method: total phosphorus, chlorophyll-a, secchi transparency	Annual (late summer) <sup>5</sup>
	Vertical profiles of dissolved oxygen, temperature, pH & specific conductance	Semi-annual (late summer & late winter) <sup>6</sup>
Aquatic vegetation	Point-intercept survey	Years 2 & 5
Fish	Mini-boom shocking surveys	Years 2 & 5
	Creel surveys (angler interviews)	Annual: Years 3 - 5

<sup>1</sup> March – November corresponds to the typical ice-free period.

- <sup>2</sup> Erosion control inspections will record: date, time and location; name of inspector; assessment of condition of erosion and sediment controls; and description of corrective actions performed or recommended.
- <sup>3</sup> RAM evaluations will include: functional value rankings; identification of vegetation communities present and their dominant species; and direct and indirect observations of fauna.
- <sup>4</sup> Trained professionals and/or trained volunteers will conduct meander surveys of wetland plant communities in the newly created wetlands and on the previously existing wetlands for comparison. Surveys will follow the format of the May 2009 survey and will include plant species list compilation and Floristic Quality Assessment by the method of Swink and Wilhelm.
- <sup>5</sup> TSI surveys will be conducted by trained professionals and/or trained volunteers. The WDNR offers a variety of lake planning grants that support both volunteer and professional lake monitoring activities. The Upper Sugar River Watershed Association supports teams of trained and certified water quality monitoring volunteers.
- <sup>6</sup> Winter surveys of dissolved oxygen will determine if potentially winterkill conditions threaten the fishery.

## 10 LONG-TERM MANAGEMENT

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### 10.1 HYDROLOGY

The proposed lake is designed to be managed with a minimum of hydraulic structure operation, with normal lake level maintained primarily by groundwater inflow. Spring flooding of the wetland islands is desired in most years to maintain conditions typical of floodplain forest wetlands. If spring runoff from the watershed and groundwater inflow are not sufficient to raise the lake level to inundate wetlands, it will be possible to accomplish this by opening the river-lake connection structure. The lake-river connection structure will be equipped with a fish exclusion screen. This screen will have a 3/16" mesh opening to exclude young of year carp and unwanted aquatic vegetation. It will also be possible to lower the lake level several inches in late summer to provide additional habitat for migrating shorebirds.

### 10.2 WETLANDS

Wetland habitat created by this project will be managed to develop diverse native vegetation to minimize long-term maintenance requirements. Diverse and well timed plantings will allow the native species to realize niches within the community. It is anticipated that selective invasive species control will be required periodically. Specific activities may include herbicide application, mowing, manual removal, and/or burning. Burns would be scheduled 3 – 5 years after tree planting to allow young trees to develop increased tolerance to fire. The health of trees planted early in the project will be monitored, and supplemental plantings will be conducted as necessary.

### 10.3 LAKE

The watershed diversion and elimination of carp recruitment are expected to result in a significantly improved off-channel lake ecosystem that will mimic natural oxbows along the Sugar River. Establishment of a viable fishery including predators will help control the carp population in the future, however it is possible that additional control of the carp population will be necessary. Recreational user perceptions may place demands on lake managers to reduce the typical forms of shallow lake productivity, particularly rooted aquatic plants. If aquatic plant management activities are required, then permits may be obtained from



DEPARTMENT OF THE ARMY  
ST. PAUL DISTRICT, CORPS OF ENGINEERS  
180 FIFTH STREET EAST, SUITE 700  
ST. PAUL MINNESOTA 55101-1678

REPLY TO  
ATTENTION OF  
Operations  
Regulatory (2009-01035-ADJ)

JUN 30 2010

Ms. April Little  
Village of Belleville  
24 West Main Street  
Belleville, Wisconsin 53508

Dear Ms. Little:

Enclosed is the validated copy of the Department of the Army permit issued to discharge dredged and fill material into 0.92 acre of floodplain forest and 22 acres of lakebed during activities associated with the Lake Belle View Restoration Project. Please be advised that the authorization hereby granted is contingent on the permittee's compliance with all conditions stated in the permit and its attachments.

This Federal permit does not obviate the need to obtain any other Federal, state or local authorizations required by law.

The decision regarding this action is based on information found in the administrative record which documents the District's decision-making process, the basis for the decision, and the final decision.

If you have any questions, contact Anthony Jernigan in our Waukesha Field Office at (262) 547-7623. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,

  
Tamara E. Cameron  
Chief, Regulatory Branch

Enclosure

Copy furnished:  
Cami Peterson, WDNR  
Jeff Hruby, Montgomery Associates

DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Village of Belleville

**Permit No.** 2009-01035-ADJ

**Issuing Office:** St. Paul District  
U.S. Army Corps of Engineers

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:**

You are authorized to discharge dredged and fill material into 0.41 acre of floodplain forest and 3.94 acres of lakebed during construction of a berm for the purpose of separating Lake Belle View from the Sugar River. The separation berm shall be 2,900 linear feet in length, approximately 20 feet wide at the crest and 70 feet wide at the base with a 4:1 (vertical to horizontal) side slope.

You are also authorized to discharge dredged and fill material into 0.51 acre of floodplain forest for the purpose of wetland enhancement activities and 18.06 acres of lakebed for the purpose of wetland, terrestrial, and aquatic habitat restoration and creation activities within Lake Belle View. The project includes dredging 145,000 cubic yards of accumulated sediments from approximately 43.1 acres of Lake Belle View for aquatic resource enhancement.

The authorized wetland and aquatic resource impacts are shown on the attached drawings labeled 2009-01035-ADJ 1 of 6 through 2009-01035-ADJ 6 of 6.

**Project Location:**

The project site is located within Lake Belle View, an impoundment of the Sugar River located in the NW¼ of Section 34, T. 5N., R. 8E., Dane County, Wisconsin.

**Permit Conditions:**

**General Conditions:**

1. The time limit for completing the work authorized ends on October 15, 2013. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the date is reached.

RECEIVED

JUN 22 2010

Operations - Regulatory (2009-01035-ADJ)

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. The permittee is responsible for insuring that whoever performs, supervises or oversees any portion the physical work associated with the construction of the project has a copy of, is familiar with, and complies with all the terms and conditions of this permit.
2. The permittee shall insure that none of the work performed to construct, operate or maintain this project (including preparatory work, staging, site clean-up and mitigation work) causes impacts (including non-jurisdictional impacts such as drainage or non-point source sedimentation) to other waters or wetlands except those impacts expressly allowed by this (or a subsequent) Corps permit. Prior to initiating any physical work on the project site, the wetland areas that are to remain undisturbed shall be clearly marked in the field so that the boundaries are visible to equipment operators. For example, you may use appropriate signage and orange construction fencing, silt fencing, or continuous strands of flagging to mark the boundaries.

Operations - Regulatory (2009-01035-ADJ)

3. To prevent the spread of non-native and/or invasive plant species, the permittee shall ensure that all equipment used to complete the authorized work is cleaned before arriving on site and prior to mobilizing to another site. Wash water shall not be discharged into any wetland, waterway, or other surface water conveyances.
4. An as-built report shall be submitted within one month of the completion of construction. If the project is phased, an as-built report shall be submitted within one month of completion of each phase. This report shall summarize the construction activities, describe any changes to the original plan, describe any corrective actions needed, and provide an as-built survey showing a minimum of 1 foot elevation contours or spot elevations. This survey shall be prepared by a licensed surveyor and certified by the licensed surveyor or by a registered professional engineer to conform to the design plans and specifications.
5. The annual median lake stage shall remain at 858 feet +/- 0.5 feet, or within +/- 0.5 feet of the Sugar River annual median stage at the dam
6. Submergent, floating-leaved, and emergent aquatic communities in Lake Belle View shall be established or enhanced, and monitored in accordance with the final Mitigation and Restoration Plan for the Lake Belle View Restoration Project, as Revised April 2010, prepared by Montgomery Associates.
7. The enhancement of 0.51 acre of floodplain forest wetland, restoration/creation of 11.6 acres of floodplain forest wetland, and creation of 6.6 acres of floodplain forest, wet-mesic to mesic prairie, and forest shall be in accordance with applicable Special Conditions contained below and in accordance with the final Mitigation and Restoration Plan for the Lake Belle View Restoration Project, as Revised April 2010, prepared by Montgomery Associates.
8. As compensatory mitigation to offset the unavoidable loss of 3.94 acres of open water and 0.41 acre of floodplain forest; 4.56 acres of restored/created floodplain forest shall be protected in perpetuity by covenants or conservation easement that prohibits incompatible uses. The protected area shall be in a contiguous area and shall be selected in coordination with and receive prior approval from the Corps of Engineers. The approved covenants or easement shall be recorded within 60 days of the completion of the earthwork and construction, and a certified copy of the recorded covenant shall be returned to this office.
9. Wetland enhancement activities within the 0.51 acre floodplain forest shall be conducted in a manner that does not remove (dead or alive) existing tree species present. Any dredged or fill material placed in the 0.51-acre wetland enhancement area shall be placed in manner that does not change the area from wetland to dry land.
10. Wetland enhancement, restoration, and creation activities shall begin within one year of start of construction of the authorized project. All earthwork and construction on the mitigation area shall be completed no later than 1 year after the work authorized by this permit is completed.

11. Monitoring reports are required: Mitigation monitoring reports shall be submitted in accordance with the final Mitigation and Restoration Plan for the Lake Belle View Restoration Project, as Revised April 2010, prepared by Montgomery Associates. The reports shall be submitted by December 31 of years identified in the plan referenced. The reports shall be forwarded to: Waukesha Field Office, Army Corps of Engineers at 1617 East Racine Avenue - Room 101, Waukesha, Wisconsin 53186.
12. By October 1, 2013, a minimum of 11.6 acres of wetlands shall be established and 0.51 acre of forested wetland shall be enhanced. A wetland delineation of the sites applying the current *Corps of Engineers Wetlands Delineation Manual* and applicable regional supplement shall be conducted and submitted by that date. This delineation shall be prepared by a wetland professional.
13. Control of Invasive and/or Non-Native Species: Control of invasive and/or non-native plant species shall be carried out for 10 full growing seasons (5 years for herbaceous communities) on the mitigation area as defined in Special Condition 7. Control may consist of mowing, burning, disking, mulching, biocontrol and/or herbicide treatments. By the third growing season, any areas one-quarter acre in size or larger that have greater than 50 percent areal cover of invasive and/or non-native species shall be treated (e.g., herbicide) and/or cleared (e.g., disked) and then reseeded. Follow-up control of invasive and/or non-native species shall be implemented as stated above. At the end of the tenth growing season (5 years for herbaceous communities), the vegetative communities shall not contain greater than 20 percent areal cover of invasive and/or non-native species, including but not limited to: reed canary grass (*Phalaris arundinacea*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), smooth brome grass (*Bromus inermis*), giant ragweed (*Ambrosia trifida*), common ragweed (*Ambrosia artemisiifolia*), quack grass (*Elytrigia repens*), black locust (*Robinia pseudoacacia*), sweet clovers (*Melilotus alba* and *M. officinalis*), non-native honeysuckles (e.g., *Lonicera x bella*), and non-native buckthorns (*Rhamnus cathartica* and *R. frangula*). The mitigation area shall have no purple loosestrife (*Lythrum salicaria*) present at the end of the monitoring period. Failure to meet any of the above criteria shall extend the permittee's responsibility for monitoring and control of invasive/non-native species within the mitigation area.
14. If the performance criteria outlined above are not met at any time during the monitoring period, the permittee shall provide the Corps with a proposal detailing corrective actions and/or maintenance actions proposed (if any) and an implementation schedule for those actions. The permittee shall implement the necessary corrective measures following review and approval/modification of those measures by the Corps. Upon completion of corrective measures, the permittee shall provide a written summary of the work to the Corps. Additional remedial actions may be required if the corrective measures do not result in satisfaction of the performance criteria during the next growing season.

Operations - Regulatory (2009-01035-ADJ)

15. The permittee shall assume all liability for accomplishing corrective work should the District Engineer determine that the compensatory mitigation has not been completed satisfactorily. Remedial work may include regrading and/or replanting the mitigation site.
16. Your responsibility to complete the compensatory mitigation as set forth in these Special Conditions will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.

Refer to Standard Conditions attachment.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

Operations - Regulatory (2009-01035-ADJ)

- d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Operations - Regulatory (2009-01035-ADJ)

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Terry L. Kringle  
(PERMITTEE SIGNATURE)

6-14-12  
(DATE)

Terry L. Kringle  
(PERMITTEE PRINTED OR TYPED NAME)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Jon L. Christensen  
Jon L. Christensen  
Colonel, Corps of Engineers  
District Engineer

6-29-10  
(Date)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(TRANSFEREE PRINTED OR TYPED NAME)

Operations - Regulatory (2009-01035-ADJ)

In addition to general and special conditions, this permit is subject to the following standard conditions, as applicable:

1. All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable Federal, State, and local water quality and effluent standards on a continuing basis.
2. Measures must be adopted to prevent potential pollutants from entering the watercourse. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter the watercourse as a result of spillage, natural runoff, or flooding.
3. If dredged or excavated material is placed on an upland disposal site (above the ordinary high-water mark), the site must be securely diked or contained by some other acceptable method that prevents the return of potentially polluting materials to the watercourse by surface runoff or by leaching. The containment area, whether bulkhead or upland disposal site, must be fully completed prior to the placement of any dredged material.
4. Upon completion of earthwork operations, all exposed slopes, fills, and disturbed areas must be given sufficient protection by appropriate means such as landscaping, or planting and maintaining vegetative cover, to prevent subsequent erosion.
5. All fill (including riprap), if authorized under this permit, must consist of suitable material free from toxic pollutants in other than trace quantities. In addition, rock or fill material used for activities dependent upon this permit and obtained by excavation must either be obtained from existing quarries or, if a new borrow site is opened up to obtain fill material, the State Historic Preservation Officer (SHPO) must be notified prior to the use of the new site. Evidence of this consultation with the SHPO will be forwarded to the St. Paul District Office.
6. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.
7. An investigation must be made to identify water intakes or other activities that may be affected by suspended solids and turbidity increases caused by work in the watercourse. Sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality.
8. A contingency plan must be formulated that would be effective in the event of a spill. This requirement is particularly applicable in operations involving the handling of petroleum products. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Department of Natural Resources and the U.S. Coast Guard at telephone number (800) 424-8802.

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**

**Village of Belleville  
BUDGET RESOLUTION NUMBER 1-2011**

A Resolution changing the 2011 budget of the Village of Belleville, Wisconsin, adopted by a two-thirds majority vote of the entire Village Board.

BE IT RESOLVED by the Village Board of the Village of Belleville the following:

1. That the following General Fund expenditure budget accounts are changed as shown, to reflect funds carried forward from the 2010 budget, in an amount totaling \$28,965.57.

<b>Account</b>	<b>Description</b>	<b>Amount</b>	<b>Purpose</b>
100-00-55510-810-000	Parks Capital Improvement	\$ 9,725.00	Complete Community Park restoration design project with Montgomery Associates (see Budget Amendment 1-2010)
100-00-51890-810-000	Buildings/Property Capital Outlay	\$ 6,810.00	Toward purchase of a new server for Village Hall (fund balance)
100-00-51890-810-203	Capital Outlay - Public Works	\$ 1,751.00	Toward repair on Public Works building exterior
100-00-52310-310-000	Code Enforcement Effort	\$ 4,000.00	To complete proactive code enforcement project
100-00-52100-160-002	Uniforms	\$ 27.84	Per Police Union Contract
100-00-52100-160-003	Uniforms	\$ 175.86	Per Police Union Contract
100-00-52100-160-004	Uniforms	\$ 74.94	Per Police Union Contract
100-00-52100-160-005	Uniforms	\$ 231.94	Per Police Union Contract
100-00-52100-160-006	Uniforms	\$ 500.00	Per Police Union Contract
100-00-52100-160-007	Uniforms	\$ 250.00	Per Police Union Contract
100-00-52100-210	Professional Services	\$ 1,636.99	For future computer expenditures & services change exploration
100-00-52100-320	Dues	\$ 682.00	Unbilled dues (Dane County Safety Coalition)
100-00-52100-350	Maintenance	\$ 3,100.00	Sealed storage compartment purchase & safety equipment for Expedition
<b>TOTAL FOR GENERAL FUND</b>		<b>\$ 28,965.57</b>	

2. That the following Capital Project Fund expenditure budget accounts are changed as shown, to reflect funds carried forward from the 2010 budget, in an amount totaling \$114,768.31.

Account	Description	Amount	Purpose
500-00-51540-810-000	Assessment of Property	\$ 14,337.00	Complete Recodification project (now in progress; not billed). See Budget Amendment 1-2010)
500-00-51890-810-000	Other Buildings and Property	\$ 15,000.00	For new fill site acquisition & development
500-00-51890-810-411	Old Library	\$ 35,000.00	Complete repairs on old library (2010 Borrowing item)
500-00-52100-810-003	Police	\$ 9,731.31	For radios; not purchased
500-00-53110-810-999	Machinery & Equipment Designated	\$ 4,000.00	For 2 radios; not purchased
500-00-53470-000-000	Street Signs	\$ 4,000.00	For wayfinding signage
500-00-55510-810-300	Community Park	\$ 10,800.00	For future improvement projects; awaiting park plan completion
500-00-55510-810-420	Blaser Park	\$ 11,500.00	For future improvement projects; awaiting park plan completion
500-00-55510-810-440	Sugar River Park	\$ 10,400.00	For future improvement projects; awaiting park plan completion
<b>TOTAL FOR CAPITAL PROJECTS</b>		<b>\$114,768.31</b>	

3. That payments for liabilities to the employee compensated absences for the years 2005 and 2006, and for accumulated group bank hours since 2005, will be drawn from the accounts as follows and that fund balances will be used to offset these draws as shown.

AMOUNT	DEPARTMENT	ACCOUNT	FUND BALANCE
\$ 1,174.89	Gen Gov	100-00-51110-800	General Fund
\$ 5,905.95	Public Works	100-00-53200-800	General Fund
\$ 866.74	Parks	100-00-55510-800	General Fund
\$ 6,913.99	Police	100-00-52100-800	General Fund
\$ 203.96	Waste	550-00-57210-150	General Fund
\$ 2,821.65	Water	600-10-57580-684	Water Fund
\$ 4,594.81	Sewer	600-20-57340-853	Sewer Fund
\$ 650.35	Library	900-00-55110-170	Library Fund
\$ 417.15	Cemetery	950-00-54910-150	General Fund
<b>\$ 23,549.49</b>		<b>GRAND TOTAL</b>	

Adopted at a regular meeting of the Village Board this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Howard Ward, Village President

ATTEST:

\_\_\_\_\_  
April Little, Administrator/Clerk/Treasurer

PUBLISHED: August 11, 2011

VOTE:

## **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	\$590,988.00
Pre-fund raising pledges	\$25,000.00
Previous Lake Restoration Fund	\$13,857.04
<b>TOTAL</b>	#####

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

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

<b>PRE-FUNDRISING PLEDGES</b>	<b>TOTAL</b>	<b>CONT.</b>	<b>DATE OF</b>	<b>CONT.</b>
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	\$28,000.00
Montgomery Associates	\$43,455.00	\$71,455.00
Montgomery Associates - Olson	\$2,200.00	\$73,655.00
Montgomery Associates - Credit Memo	\$7,891.25	\$81,546.25
MSA (Community Park Portion of Park Study	\$4,000.00	\$85,546.25

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	3/6/11	\$2,000.00
Anderson Processing	\$20,000.00	\$22,000.00	1.83%		One		\$20,000.00	4/20/11	\$22,000.00
Anonymous	\$50.00	\$22,050.00	1.84%				\$50.00		\$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	\$184,550.00	\$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
Fahy, 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
Francols 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 & Cisey	\$1,300.00	\$491,750.00	40.98%	3	Monthly	10/7/10	\$250.02	6/15/11	\$146,100.02
Goke, Rodger & 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
Loetscher, Gary & Sue	\$500.00	\$591,750.00	49.31%				One	\$500.00	10/28/10	\$160,100.02
Lusk, Don & Laurine	\$300.00	\$592,050.00	49.34%	3			Annual	\$100.00	10/4/10	\$160,200.02
Madison Community Foundation	\$30,000.00	\$622,050.00	51.84%	1			One	\$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	54.76%				One	\$50.00	7/29/10	\$197,355.02
Olson, Becky	\$50.00	\$657,205.00	54.77%							\$197,355.02
Olson, Becky	\$1,500.00	\$658,705.00	54.89%							\$197,405.02
PrairieLand Dairy (Chuck Fahy - Jerry Butts)	\$50.00	\$658,755.00	54.90%					\$50.00	12/9/10	\$197,405.02
Schmitz, Jin	\$10,000.00	\$668,755.00	55.73%	1			Annual	\$1,500.00	6/6/11	\$198,905.02
Statford Rosenbaum LLP	\$5,000.00	\$673,755.00	56.15%	3			Annual	\$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	2/1/11	\$201,305.02
Tensar International	\$400.00	\$680,155.00	56.68%							\$201,305.02

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.

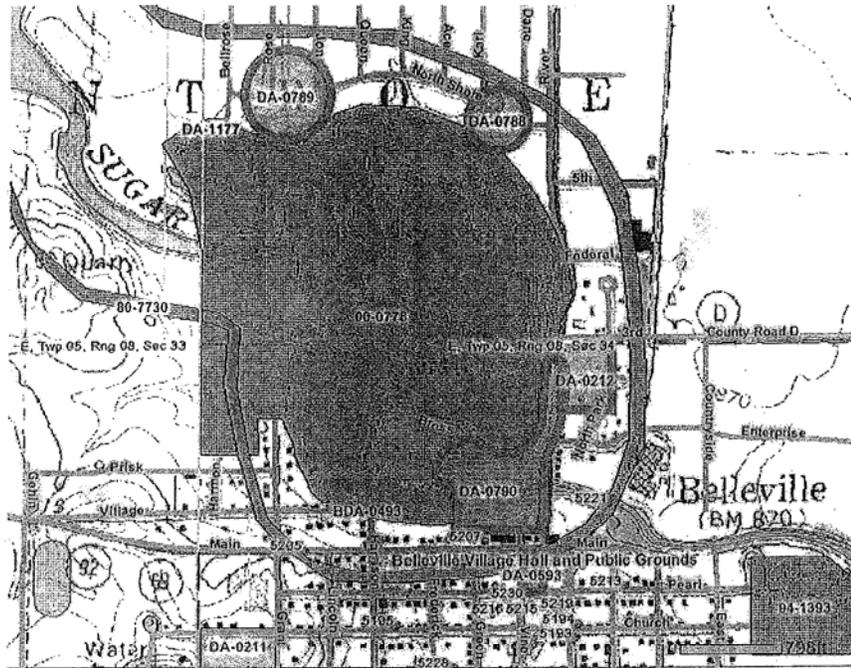
We wait to have our next meeting after the August 15 VB meeting.

Submitted by:

Terry Kringle - Chairperson







**From:** Aide, Lois J - DNR  
**Sent:** Wednesday, December 23, 2009 11:48 AM  
**To:** Dudzik, Mark J - DNR  
**Subject:** FW: revised map

Mark,

RE: DA-5-8-34  
Lake Belle View/Sugar River Restoration  
T05N, R08E, Section 34

Attached is a revised map for the above project. Please review and hopefully approve this map. Let me know if this map is not sufficient.

Happy Holidays.

Lois Aide

12/29/2009



Public Access | Public Agency Access | Subscription Access |

Tuesday, June 7, 2011

Parcel information updated on Tuesday, June 07, 2011 unless otherwise noted.

Parcel Number - 106/0508-343-8870-2

[Return to Previous Page](#)

Parcel Status: **Active Parcel**

[Show Map](#)  
[Map Questions?](#)

**Parcel Information**

Municipality	VILLAGE OF BELLEVILLE
State Municipality Code	106
Township	05
Township Direction	N
Range	08
Range Direction	E
Section	34
Quarter	SW
Quarter-Quarter	NW
Plat Name	BELLEVILLE ASSESSORS PLAT (UNRECORDED)
Block/Building	
Outlot	14

**Assessment Information**

The assessments for this parcel have been added to parcel 050834385607. - Retired 2001

↳ 050834388702

[About Annual Assessments](#)

**Tax Information**

No tax information available

Please click on the [Show Tax Payment History](#) link to verify if a recent payment has been processed. Processed payments and payment history are updated nightly.

**District Information**

Type	State Code	Description
SCHOOL DISTRICT	0350	BELLEVILLE SCHOOL DIST
TECHNICAL COLLEGE	0400	MADISON TECH COLLEGE

**Zoning Information**

Contact your local city or village office for municipal zoning information.

**Owner Name**

Owner Status	CURRENT OWNER
Name	BLASER REV TR, HERBERT & LUANE

- Show Name? Click here to opt-out.

**Recorded Documents**

No document references available.

[Document Types and their Abbreviations](#)

[Document Types and their Definitions](#)

- For questions on property and assessment information, contact [Real Property Listing](#)
- For questions on zoning information, contact the [Division of Zoning](#)
- For questions on tax information, contact the [Treasurer's Office](#)
- For questions on real property transactions and Recordings, contact the [Register of Deeds Office](#)

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Copyright 2001 Dane County Land Information Office  
210 Martin Luther King Jr. Blvd  
City-County Bldg. Room 360  
Madison, WI 53703  
Email - [accessdane@countyofdane.com](mailto:accessdane@countyofdane.com)

**Village of Belleville Resolution #2011-08-01:  
Resolution to Apply for Wisconsin Department of Natural Resources Lake  
Management Planning Grant Funds**

RESOLUTION OF Village of Belleville  
County of Dane

WHEREAS, Lake Belle View is an important resource used by the public for recreation and enjoyment of natural beauty; and

WHEREAS, a study and examination of the lake will lead to better understanding and will promote the public health, comfort, convenience, necessity and public welfare; and

WHEREAS, we recognize the need for responsible and holistic long-range planning to better manage the lake, its watershed, and its use; and

WHEREAS, we recognize the need to provide information or education on the use of lakes or natural lake ecosystems, on the quality of water in lakes, or on the quality of natural lake ecosystems; and.

WHEREAS, we are qualified to carry out the responsibilities of the planning project; and

WHEREAS, we understand the importance of a continuing management program for Lake Belle View and intend to proceed on that course.

NOW, THEREFORE, BE IT RESOLVED THAT the Village of Belleville Board of Trustees requests grant funding and assistance available from the Wisconsin Department of Natural Resources under the "Lake Management Planning Grant Program" and hereby authorizes the April Little to act on behalf of the Village of Belleville to:

- submit an application to the State of Wisconsin for financial aid for lake planning purposes;
- sign documents;
- take necessary action to undertake, direct, and complete an approved lake planning grant; and
- submit reimbursement claims along with necessary supporting documentation within six months of project completion date.

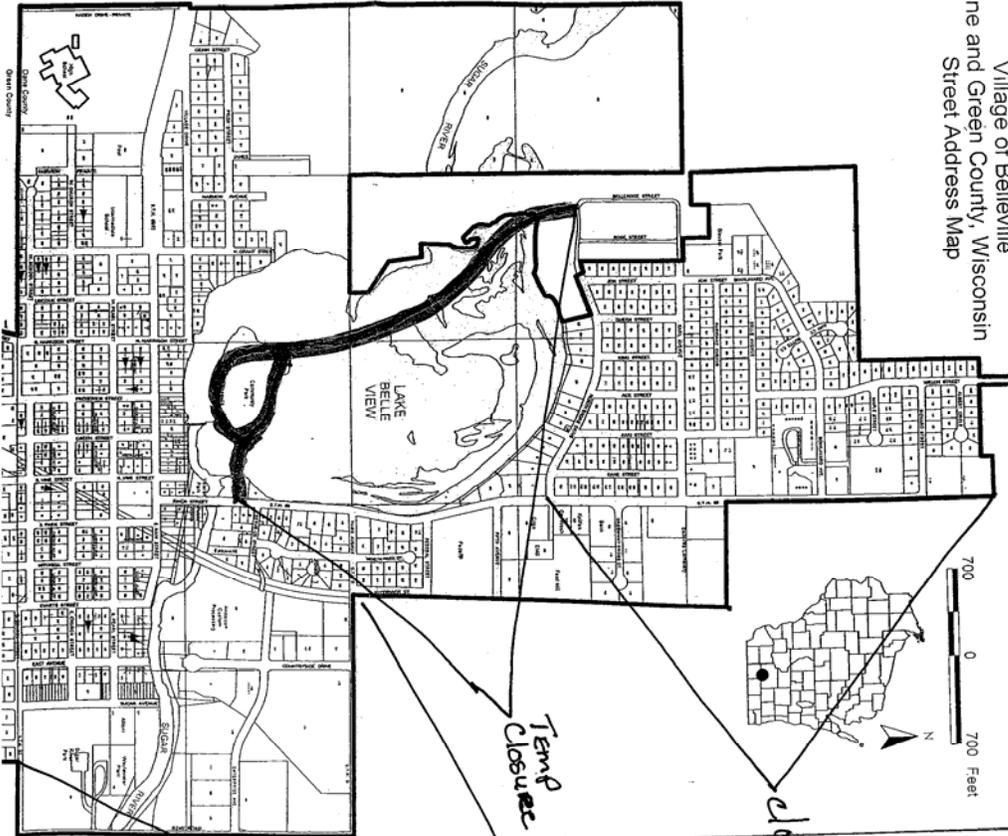
BE IT FURTHER RESOLVED THAT the Village of Belleville will meet the obligations of the planning project including timely publication of the results and meet the financial obligations under the lake planning grant including the prompt payment of our 25% commitment to project costs.

Adopted this day \_\_\_ of August, 2011

By a vote of: \_\_\_ in favor \_\_\_ against \_\_\_ abstain

BY: \_\_\_\_\_  
Mary H. Austin, Deputy Clerk

Village of Belleville  
Dane and Green County, Wisconsin  
Street Address Map



Temp  
Closures

closed

closed

# 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**

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 if 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, site 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 each return visit 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 fullest 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.

**draft 7/26/11**

POLICY HANDBOOK – NEW SUGGESTION:

Regular full-time Village employees are entitled to paid leave on each of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. Regular part-time employees that work more than 1000 hours annually are entitled to pro-rated paid leave based upon the hours they worked the prior year.

If a holiday falls on a Saturday, the preceding day (Friday) will be treated as a paid holiday; if a holiday falls on a Sunday, the following day (Monday) will be treated as a paid holiday. If the two-day Christmas and New Year's holidays fall on a Friday/Saturday or a Sunday/Monday, the days off given will be the preceding Friday and the following Monday.

The Library Board will determine Library facility hours during a holiday week to allow for the equivalent full day of closed time. If a regular or regular part-time employee is required to work on a scheduled holiday or a day designated in lieu of a scheduled holiday, the employee will be paid at a rate of one and one-half times their normal hourly rate of pay plus holiday pay. Casual plus part time and casual part time employees required to work on a scheduled holiday or a day designated in lieu of a scheduled holiday, will be paid at their normal rate of pay.

An exception may be made for Clerk's office staff and New Year's Eve Day, as this is a day Village Hall may need to remain open because of workload and customer needs. Hourly employees who work on New Year's Eve Day will be compensated for 8 hours of paid holiday leave along with being compensated for the actual hours worked at a rate of one and one-half times their normal hourly rate of pay. Hourly and salaried employees will also earn an additional equivalent "floating holiday" to be used and scheduled with the supervisor's approval. Flexible extended open hours for the Village Hall may also be instituted for the last week of the year.

EXAMPLES:

1. A regular employee works on a holiday/designated holiday. The employee would be compensated for 8 hours of paid holiday leave along with being compensated for the actual hours worked at a rate of one and one-half times their normal hourly rate of pay.
2. A regular part-time employee works on a holiday/designated holiday. The employee would be compensated for their pro-rated paid holiday leave along with being compensated for the actual hours worked at a rate of one and one-half times their normal hourly rate of pay.

After completion of any probationary period established for their position, Regular employees are entitled to one day of paid personal holiday leave each calendar year, to be used at their discretion with the approval of their Department Supervisor. Regular part time employees who work more than 1000 hours annually are entitled to pro-rated

personal holiday leave based upon the hours they worked the prior year. Personal holiday leave must be used in the calendar year earned and may not be carried over.

Unused personal holidays will not be paid upon termination of employment.

7.3 SICK LEAVE

**7.3.1 Earning and Usage.**

Regular Village employees earn sick leave credits from the day they begin work and earn eight hours of sick leave for each month of continuous service. Sick leave is earned during paid leave, but not during unpaid leave in excess of ten unpaid days per year. Earned but unused sick leave may be carried over from year to year, up to a maximum of 240 hours of sick leave credits. Sick leave is intended to be used when an employee is ill, injured, after exposure to a contagious disease, or when an appointment for medical or dental care must, of necessity, be scheduled during normal working hours. Employees also may use sick leave if emergency medical care is required by their parent, sibling, spouse, designated family partner, child, stepchild, stepparents, mother-in-law and father-in-law.

For regular part-time employees, the amount of sick leave credits earned will be prorated based upon the percentage of full time hours the employee worked in the prior month.

Employees are expected to inform their Department Supervisor promptly when sick leave is necessary because of illness, injury or exposure to a contagious disease and to keep the Department Supervisor informed of their condition. The Village reserves the right to request verification of an employee's or family member's illness, injury or exposure to a contagious disease. Except in the case of suspected abuse or recurrent absence, verification of the need for sick leave generally will not be required for absences of less than three days.

When accrued sick leave credits are not sufficient to cover an absence due to an employee's illness or injury, accrued vacation and/or compensatory time may be used for the purpose. If all sick leave, vacation and compensatory time credits have been used, an employee needing added time to recover from an illness or injury may request an unpaid medical leave of absence of up to an additional twelve weeks. Sick leave is earned during paid leave, but not during any non-FMLA unpaid leave which exceeds ten unpaid days per year. Employees are required to pay the entire premium to continue health insurance during any non-FMLA unpaid leave.

**7.3.2 Individual Health Reimbursement Account Plan - Post Employment:**

For employees who have worked for the Village for at least ten calendar years, and who have earned sick leave hours in excess of 240 hours at the end of any calendar year, the Village will make contributions into an individual health care reimbursement account on the following basis. The total number of accumulated sick leave hours carried over to the next year may never exceed 240 hours.

**Initial contribution after ten years of employment:** For years 1 through 10 of employment, the Village shall calculate a dollar amount using the following formula: At the end of each calendar year, the Village shall determine whether an employee has earned any sick leave hours in excess of the maximum of 240 hours that an employee is permitted to carry over from year to year. The Village will multiply those hours by the employee's hourly wage rate as of December 31 of that year, and multiply that dollar figure by 65%. That amount shall be set aside by the Village annually in a separate general account, until an

employee has completed ten full calendar years. Interest that may accrue on any amounts in this general account shall remain the property of the Village and may be used for any purpose.

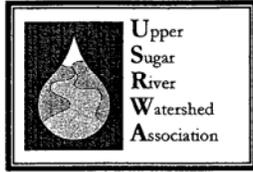
On the January 1 immediately following the employee's tenth anniversary of working for the Village, the Village shall contribute the total of all annual amounts set aside, into an individual health care reimbursement account for the employee. If an employee leaves the Village's employ for any reason before completing ten full years of employment, no contribution will be made into an individual health care reimbursement account on behalf of the employee, and no money will be due the employee based on the money set aside annually. Amounts set aside for employees who leave the employ of the Village before completing ten years of employment shall revert to the control and benefit of the Village.

**Subsequent annual contributions:** Each year thereafter, on or after January 1, the Village will calculate and pay 100% of the amount based on the number of hours of sick leave in excess of 240 hours, multiplied by the employee's hourly wage rate as of December 31 of the prior year, into the employee's individual health care reimbursement account. Any amount paid into an employee's individual health care reimbursement account shall be 100% vested on behalf of the employee, and may be withdrawn by the employee at any time after the employee terminates employment with the Village, regardless of the reason for termination. Any interest earned on any amounts paid into an employee's individual health care reimbursement account shall also be 100% vested on behalf of the employee.

**Calculation of Final Contribution.** Upon an employee's resignation, the Village shall calculate a potential final contribution for the employee based on the number of hours of sick leave in excess of 240 hours of sick leave as of the date of termination, multiplied by the employee's hourly wage rate as of the date of termination. If, on or after the following January 1, the Village Board of Trustees decides to make a contribution into the Account on behalf of all employees, the contributions calculated for any employees who resigned in that prior year shall be made on behalf of the employees who resigned. No adjustments will be made for pay increases determined after the date of resignation. No additional payment will be made at time of termination of employment for the accumulated sick leave of 240 or less hours. Sick leave accumulated hours of 240 or less will be forfeited as of the date of termination. Employees discharged for cause will not receive any contribution into the Account for the year in which they are discharged.

The Village reserves the right to determine annually whether any payment will be made into the employees' individual health care reimbursement accounts, and may postpone or forgo such payments for any reason, at its sole discretion, provided the Village's decision is applied equally to all eligible employees.

Upon termination of employment with the Village of Belleville for any reason, an employee may withdraw money from the Account for post-employment qualified medical expenses.



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Dear USRWA Member,

On behalf of the Upper Sugar River Watershed Association, I invite you to join us on **Saturday, August 20<sup>th</sup>** (severe weather date August 21) in Paoli Park for the annual **Paddle & Pig-Out in Paoli!** Registration will open at 8:30am, with free canoe trips down the Sugar River departing at 9:00am, noon, and 3:00pm. Canoe excursions are first come, first served, so be sure to arrive early to reserve your spot!

There will be plenty of activities to keep the entire family busy between canoe trips. Businesses within the watershed have generously donated a plethora of fantastic prizes for our annual raffle! Grand prizes include a kayak, courtesy of Payne & Dolan and a rain garden design coupled with a \$100 gift certificate for native plants, courtesy of Montgomery Associates: Resource Solutions and JF New. Other prizes include gift certificates to Paoli Local Foods, Fontana Sports, Tuvalu Coffee, Schultz's Sugar River Kettle Corn, Willy St. Co-op, Grumpy Troll Brew Pub, two \$50 native plant gift certificates to JF New and many more! The raffle drawing will be held at 3:30pm (you need not be present to win). Contact any board member or phone the office to purchase raffle tickets in advance. They will also be for sale on the day of the event.

The Belleville Boy Scouts will be selling food and refreshments just as they have in previous years, so come hungry and support your local scouts!

In preparation for the event, USRWA and Capitol Water Trails, Ltd will be hosting **three river clean-up days** on the following Saturdays; **July 9, July 23, and August 13**. Work parties meet at 9:00am in Paoli Park and typically work for ~4 hours. Please wear clothes and shoes that you don't mind getting wet and dirty and bring work gloves if you have them. Due to the nature of the work, we ask that all of our volunteers be at least 16 years of age.

Paoli Park is located in the Town of Montrose, near the intersections of Highway 69 and PB. If you need directions please call the office at (608) 437-7707 or visit our website (<http://www.usrwa.org>).

Hope to see you there!

Megan Phillips  
Executive Director