

VILLAGE OF BELLEVILLE
REGULAR MEETING of the VILLAGE BOARD
Monday, February 4, 2013 at 7:00 P.M.
Village Hall - 24 West Main Street

AGENDA

1. Call Meeting to Order
2. Roll call by Clerk
3. Posting of Open Meeting Notice
4. Visitors Who Would Like to Speak Now
5. Visitors Who Would Like to Speak On an Agenda Item
6. **Consent Agenda:**
 - a. Approval of Minutes - January 21, 2013
 - b. Approval of Bills for January 2013
 - c. Approval of Application for Temporary Class "B" / "Class B" Retailer's License for Duppler-Smith Legion Post #460 for March 23, 2013
7. Committee Reports
8. President's Report –
9. Administrator/Clerk/Treasurer's Report –

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

10. **Unfinished Business:**
 - a. Lake / Pedestrian Bridge Projects Update & Issues
 - b. Hiring Process for Police Department Officers
11. **New Business:**
 - a. Acceptance of DNR Acquisition and Development of Local Parks Grant (#S-ADLP3-13-1170) for Badger State Trail / Lake Belle View Connection
 - b. Acceptance of DNR Recreational Trails Act Grant (#RTA-573-13) for Badger State Trail / Lake Belle View Connection
 - c. Acceptance of Task Order from JSD Professional Services for Design Work for Badger State Trail / Lake Belle View Connection
 - d. Approval of Declaration of Easement with Dane County for Natural Heritage Land Trust-Donated Parcels (Lot 1, CSM 13416 and North of Shamrock Hills, Phase 1).

- e. Approval of MSA Task Order #372053 for Greenview Place Detention Pond Retrofit
- f. Approval of Application for Dane County Environmental Grant for Trail Mowing Equipment and Education
- g. Approval of Request for Proposal for Banking Services
- h. Approval of Short-Term Borrowing for Capital Projects

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

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

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

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

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

MINUTES OF SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING
HELD MONDAY, JANUARY 21, 2013 AT
7:00 P.M. VILLAGE HALL - 24 WEST MAIN STREET

1. Call to order - The meeting was called to order by Village President Howard Ward at 7:00 PM.
2. Roll call by Clerk – Trustees present were: Ben O'Brien, Howard Ward, Gary Ziegler, Daniel Rung, Jim Schmitz and Deb Kazmar. Excused: Tyler Katre and Bonnie Wilcox.

Visitor: Roger Hillebrand.
3. The Clerk stated that the meeting has been noticed as required by law.
4. Visitors Who Would Like to Speak Now – None.
5. Visitors Who Would Like to Speak On an Agenda Item – None.
6. **Consent Agenda:** *Trustee Kazmar made a motion to approve the consent agenda as presented; seconded by Trustee Ziegler. Motion carried.*
 - a. Approval of Minutes - January 7, 2013
 - b. Approval of Bills for January 2013 to Date
 - c. Approval of Treasurer's Reports for December 2012
 - d. Approval of Fourth Quarter Treasurer's Report for 2012
 - e. Approval of Operator's License Application for Jennifer M. Olson
7. Committee Reports – Trustee Kazmar: February 2 will be testing date for the police officer hiring.
8. President's Report – No discussion.
9. Administrator/Clerk/Treasurer's Report – Board of Review training opportunities are coming up.
10. **Unfinished Business:**
 - a. **Lake / Pedestrian Bridge Projects Update & Issues** – Gates at Community Park are closed but can be opened for public access. The berm will not be plowed over winter.
 - b. **Hiring Process for Police Department Officers** – Everything is on schedule; 95 applications were received. Dan Bolch will help with the screening process.
 - c. **Natural Heritage Land Trust Parcels Acquisition: Stewardship Grant Issue / Hunting Access** (see 11A).
11. **New Business:**
 - a. **Proposed Ordinance #2013-01-01: An Ordinance to Amend the Code of the**

Village of Belleville, Chapter 395, Section 3 thereof, Entitled Firearms,

Explosives and Other Missiles – The Village's and DNR's attorney have worked on a draft ordinance amendment. A village can restrict what people hunt with; otherwise state hunting regulations apply. Rifles larger than .22 caliber would be prohibited. A permit would be required to hunt. The Village can still petition the DNR Board for more restrictive regulations, but this could take up to a year to process. *Trustee Ziegler made a motion to adopt Ordinance 2013-01-01 to amend Chapter 395 Section 3, and to authorize Howard Ward and April Little to make minor changes if needed to obtain DNR approval; seconded by Trustee Kazmar. Motion carried.*

- b. **Proposed State/Municipal Agreement for a Highway Improvement Project – STH 69 from STH 92 to CTH D** – The agreement states that the Village will participate in the reconstruction of a section of STH 69, including payment. The DOT representative will be invited to Belleville to discuss the design details. Many project details need to be worked out. *Trustee Ziegler made a motion to approve the state agreement with DOT for work on STH 69 from STH 92 to CTH D in 2016; seconded by Trustee Kazmar. Motion carried.*
- c. **Proposed Amendment to Police Chief Job Description** – Trustee Kazmar said that one phrase will be added to the chief job description to the effect that managing and operation of the police department is the most significant duty. *Trustee Kazmar made a motion to add the suggested paragraph to the job description; seconded by Trustee Ziegler. Motion carried.*

12. Other Business:

- a. Announcements – Trustee Ziegler will serve as acting chair for Finance and Personnel Committee until Trustee Wilcox's return.
- b. Future meeting dates were announced.

13. **Adjournment** – *Trustee Kazmar made a motion to adjourn; seconded by Trustee Ziegler. Motion passed unanimously.* The meeting was adjourned by President Ward at 7:35 PM.

By April Little, Administrator/Clerk/Treasurer

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

GENERAL FUND CHECKING

ALL Checks

Posted From: 1/01/2013 From Account:
Thru: 1/29/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
V871	1/09/2013	ANDERSON, DONNA	430.22
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V872	1/09/2013	BEIERSDORF, VICTORIA L.	581.54
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V873	1/09/2013	BIGLER, JULIE L.	28.29
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V874	1/09/2013	EICHELKRAUT, WILLIAM B.	1,271.39
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V875	1/09/2013	HENDRICKSON, DARLENE M.	381.50
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V876	1/09/2013	LEHMANN, BRONNA B.	355.02
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V877	1/09/2013	LIEN, TRACY	182.85
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V878	1/09/2013	LITTLE, APRIL A. W.	1,476.53
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V879	1/09/2013	MARTIN, JEREMY A	414.95
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V880	1/09/2013	VEENEMAN, MICHELLE	173.48
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
V881	1/23/2013	ANDERSON, DONNA	943.54
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
V882	1/23/2013	BEIERSDORF, VICTORIA L.	1,020.43
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
V883	1/23/2013	BIGLER, JULIE L.	204.30
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
V884	1/23/2013	EICHELKRAUT, WILLIAM B.	1,314.19
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
V885	1/23/2013	HENDRICKSON, DARLENE M.	903.76
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V886	1/23/2013	LEHMANN, BRONNA B.	814.69
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V887	1/23/2013	LIEN, TRACY	365.23
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
V888	1/23/2013	LITTLE, APRIL A. W.	1,479.06
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
V889	1/23/2012	MARTIN, JEREMY A	1,007.49
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ALL Checks

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15310	1/09/2013	BUTTS, JERRY D.	1,241.94
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15311	1/09/2013	CHRISTENSEN, JEAN M.	676.17
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15312	1/09/2013	DIEDERICH, FREDERICK H.	227.49
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15313	1/09/2013	FREEMAN, DEBRA	158.29
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15314	1/09/2013	HELLER, MOLLY K	58.31
	Manual Check	Pay period 01/01/2013 to 01/06/2013	
15315	1/09/2013	HULTINE, MOLLY M.	795.98
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15316	1/09/2013	O'CONNOR, THOMAS P.	475.26
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15317	1/09/2013	PAULI, DAVID J.	340.28
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15318	1/09/2013	PELTON, TERESA A.	254.29
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15319	1/09/2013	SOLBERG, SHEREE	120.63
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15320	1/09/2013	YOUNG, TERESA M	37.48
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15321	1/23/2012	BUTTS, JERRY D.	1,243.89
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
15322	1/23/2013	CHRISTENSEN, JEAN M.	676.87
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
15323	1/23/2012	DIEDERICH, FREDERICK H.	1,098.62
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
15324	1/23/2013	FREEMAN, DEBRA	517.87
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
15325	1/23/2013	HELLER, MOLLY K	154.10
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
15326	1/23/2013	HULTINE, MOLLY M.	1,143.81
	Manual Check	Pay period 01/07/2013 to 01/20/2013	
15327	1/23/2012	O'CONNOR, THOMAS P.	1,191.01
	Manual Check	Pay period 01/07/2013 to 01/20/2013	

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ALL Checks

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Thru: 1/29/2013 Thru Account:

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15329	1/23/2013	PELTON, TERESA A.	626.31
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15330	1/23/2013	SOLBERG, SHEREE	202.98
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15331	1/23/2013	YOUNG, TERESA M	133.28
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19797	1/02/2013	BAER INSURANCE LIABILITY/W/C	16,887.00
19798	1/08/2013	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
19799	1/08/2013	BELLEVILLE MUNICIPAL WATER DEPT (2)	94.67
	Previous Year Expense		
19800	1/08/2013	CINTAS CORPORATION	341.63
	Previous Year Expense	ACCT # 446-32222	
19801	1/08/2013	CITGO	2,377.91
	Previous Year Expense	FLEET # 131801342	
19802	1/08/2013	CITGO (2)	929.40
	Previous Year Expense	FLEET # 132004243	
19803	1/08/2013	DIGGERS HOTLINE, INC.	40.70
	Previous Year Expense	MEMBER BILLING ID 77801	
19804	1/08/2013	ENGELHART INC	41.69
	Previous Year Expense	INV# 1318204 SNOW BLOWER PARTS	
19805	1/08/2013	ENVIRONMENTAL CONSULTING & TESTING	550.00
	Previous Year Expense	INV # 798 ACUTE TEST BATTERY - WET	
19806	1/08/2013	FRONTIER (2)	223.50
	Previous Year Expense	608-424-3545-010165-5	
19807	1/08/2013	GENERAL ENGINEERING COMPANY	130.00
	Previous Year Expense	DEC BUILDING PERMITS	
19808	1/08/2013	GORDON FLESCH CO., INC.	131.87
	Previous Year Expense	CUSTOMER # 10V743	
19809	1/08/2013	HAROLD'S EXCAVATING CO.	580.00
	Previous Year Expense	LOUENA GOODMAN FUNERAL	
19810	1/08/2013	INGRAM LIBRARY SERVICES	36.10
	Previous Year Expense	INV # 08471257	
19811	1/08/2013	J. MAUEL & ASSOCIATES	200.00
	Previous Year Expense	2012 TAX COLLECTION & PET LICENSING	

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Thru: 1/29/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
19812	1/08/2013	L.W. ALLEN, INC.	1,400.67
	Previous Year Expense	INV 094019 SCADA REPAIR - PARTS	
19813	1/08/2013	MADISON METROPOLITAN SEWERAGE DISTRICT	3,662.63
	Previous Year Expense	CUSTOMER # VBELE INV # 9959	
19814	1/08/2013	MIDWEST TAPE	12.12
	Previous Year Expense	ACCT # 2000006488	
19815	1/08/2013	NEWS PUBLISHING COMPANY, INC.	866.43
	Previous Year Expense	BUDGET RES, TAX NOTICES	
19816	1/08/2013	PURCHASE POWER	107.99
	Previous Year Expense	ACCT # 8000-9090-0547-6721	
19817	1/08/2013	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
19818	1/08/2013	2013 WFLF WINTER CONFERENCE	135.00
		FEB 10-13 WFLF CONFERENCE - BILL E.	
19819	1/08/2013	AFLAC	472.90
		ACCT # C2066	
19820	1/08/2013	ALLIANT ENERGY/WP&L (3)	2,457.15
		ACCT # 167309-010	
19821	1/08/2013	BELLEVILLE EMBROIDERY	26.00
		INV # 4607 EMBROIDERY ON SHIRTS	
19822	1/08/2013	CHARTER COMMUNICATIONS	271.25
		ACCT # 8245 11 719 0001982	
19823	1/08/2013	CHARTER COMMUNICATIONS	133.91
		ACCT # 8245 11 719 0015586	
19824	1/08/2013	DANE COUNTY CITIES & VILLAGES ASSOCIATION	810.00
		2013 ASSOCIATION DUES	
19825	1/08/2013	ISAAK WELSH	2,970.70
		REFUND DOUBLE PROPERTY TAX PAYMENT	
19826	1/08/2013	LEAGUE OF WISCONSIN MUNICIPALITIES	838.81
		2013 LEAGUE SERVICES	
19827	1/08/2013	NORTH SHORE BANK,FSB	250.00
		JAN 9TH PAYROLL	
19828	1/08/2013	NORTH SHORE BANK,FSB	10,958.80
		2012 SICK BANK CONTRIBUTIONS	
19829	1/08/2013	PELLITTERI	10,429.90
		ACCT # 660665	
19830	1/08/2013	PURE WATERS, LLC	29.00
		INV # 90298	

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Check Nbr	Check Date	Payee	Amount
19831	1/08/2013	RIVERSIDE MANUFACTURING COMPANY ACCT # 208065	88.57
19832	1/08/2013	SUGAR RIVER BANK BUTTS	200.00
19833	1/08/2013	THE MINNESOTA LIFE INSURANCE COMPANY FEBRUARY 2013 PREMIUM	425.64
19834	1/08/2013	THE MONROE TIMES SUBSCRIPTION RENEWAL	192.00
19835	1/08/2013	TOWN OF MONTROSE ANNEXED COSGROVE LAND	76.57
19836	1/08/2013	UNIVERSITY OF WISCONSIN INV1677678 BRONNA CLASS JAN 28-APR19	415.00
19837	1/08/2013	UPPER SUGAR RIVER WATERSHED ASSOCIATION 2013 CONTRIBUTION	1,163.00
19838	1/08/2013	VILLAGE OF BELLEVILLE HEALTH CARE FLEX BENEFIT ACCT DEPOSIT	2,040.50
19839	1/08/2013	WISCONSIN CHIEFS OF POLICE ASSOCIATION, INC. 2013 DUES - BILL E.	100.00
19840	1/08/2013	WISCONSIN DEPARTMENT OF REVENUE CYT 13-DANE MUNICIPALITY 106-V. BELLEVL	612.06
19841	1/08/2013	WISCONSIN MUNICIPAL CLERKS ASSOCIATION 2013 DUES - APRIL LITTLE	100.00
19842	1/08/2013	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC JANUARY DUES # 243	79.50
19843	1/08/2013	WORKHORSE SOFTWARE SERVICES, INC 2013 SUPPORT	3,075.00
19844	1/11/2013	BELLEVILLE SCHOOL DISTRICT JAN TAX SETTLEMENT - DANE CTY PORTION	669,071.88
19845	1/11/2013	DANE COUNTY TREASURER (2) JANUARY TAX SETTLEMENT - STATE PORTION	156,754.08
19846	1/11/2013	GREEN COUNTY TREASURER JANUARY TAX SETTLEMENT - STATE PORTION	94,293.29
19847	1/11/2013	MADISON AREA TECHNICAL COLLEGE DISTRICT JAN TAX SETTLEMENT - DANE CTY PORTION	119,180.69
19848	1/11/2013	BURRESON'S FOODS	692.45
Previous Year Expense		FOOD PANTRY MILK VOUCHERS	
19849	1/11/2013	CARTER & GRUENEWALD CO., INC. CUSTOMER # 05775	31.40
Previous Year Expense			

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Posted From: 1/01/2013 From Account:
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Check Nbr	Check Date	Payee	Amount
19850	1/11/2013	CATE MACHINE AND WELDING, INC.	33.63
Previous Year Expense		INV # 37103 MOWER/PARKS	
19851	1/11/2013	GREEN COUNTY HIGHWAY COMMISSION	594.44
Previous Year Expense		PROJECT 8428 SALT	
19852	1/11/2013	HYDRITE CHEMICAL CO	1,342.45
Previous Year Expense		CUSTOMER # 119562	
19853	1/11/2013	L.W. ALLEN, INC.	635.84
Previous Year Expense		INV 094084 - REPAIRS/PICK UP PC	
19854	1/11/2013	LANDMARK SERVICES COOPERATIVE	294.94
Previous Year Expense		INV # 74-15908 FERTILIZER	
19855	1/11/2013	WJZ CLEANING, LLC	271.85
Previous Year Expense		INV # 6150 DECEMBER CLEANINGS	
19856	1/18/2013	BELLEVILLE WATER DEPART	2,747.33
Previous Year Expense		OUTSIDE FIRES	
19857	1/18/2013	FRANCOIS SALES & SERVICE, INC.	82.22
Previous Year Expense		SQUAD MAINTENANCE	
19858	1/18/2013	GREEN COUNTY SOLID WASTE	286.04
Previous Year Expense		DECEMBER	
19859	1/18/2013	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC	752.50
Previous Year Expense		INV 4309 LONG TERM RESTORATION - CRS	
19860	1/18/2013	BAKER & TAYLOR	212.50
Previous Year Expense		INV # 2027716950	
19861	1/18/2013	WJZ CLEANING, LLC (2)	276.40
Previous Year Expense		INV # 6151 DEC. CLEANINGS/SUPPLIES	
19862	1/21/2013	*** Test Check ***	0.00
Test Check		*** VOID *** VOID *** VOID *** VOID ***	
19863	1/21/2013	ALBIN J CARIAS ARGUETA	343.23
		REFUND RE PROPERTY TAX OVERPAYMENT	
19864	1/21/2013	BAER INSURANCE	1,100.00
		INV # 22115 ACCIDENT INSURANCE	
19865	1/21/2013	BAKER & TAYLOR	883.13
		INV # 2027751615	
19866	1/21/2013	BELLEVILLE AREA EMS	9,983.59
		1ST HALF OF 2013 BUDGET	
19867	1/21/2013	BELLEVILLE FIRE ASSOCIATION	25,043.00
		1ST HALF OF 2013 BUDGET	
19868	1/21/2013	BUCKY'S PORTABLE TOILETS, INC.	170.00
		INV # 37491 BIKE TRAIL THRU 2-07-13	

GENERAL FUND CHECKING

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Posted From: 1/01/2013 From Account:
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Check Nbr	Check Date	Payee	Amount
19869	1/21/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015388	130.16
19870	1/21/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	281.93
19871	1/21/2013	CORY ROWDEN REFUND PROPERTY TAX OVERPAYMENT	31.16
19872	1/21/2013	DAVID SCHULTZ REFUND PROPERTY TAX OVERPAYMENT	40.06
19873	1/21/2013	DIGGERS HOTLINE, INC. MEMBER BILLING ID 77801	310.80
19874	1/21/2013	FIRE-RESCUE SUPPLY, LLC INV # 4566 LIGHTS	380.00
19875	1/21/2013	GCLEAA 2013 DUES	25.00
19876	1/21/2013	GORDON FLESCH COMPANY, INC. ACCT # 10Q159	142.00
19877	1/21/2013	GREEN COUNTY DEVELOPMENT CORPORATION 2013 MEMBERSHIP DUES	6,320.00
19878	1/21/2013	HOLLY RITSCHARD REFUND ON PROPERTY TAX OVERPAYMENT	37.57
19879	1/21/2013	INGRAM LIBRARY SERVICES INV # 08666150	24.66
19880	1/21/2013	JIM MARKHARDT INV # 1001 PROGRAM MOTOROLAS	100.00
19881	1/21/2013	MIDWEST TAPE CUSTOMER # 2000006488	89.97
19882	1/21/2013	NORTH SHORE BANK,FSB JAN 24TH PAYROLL	250.01
19883	1/21/2013	NORTHLAND DOOR SYSTEMS, INC. ACCT # 9057	90.00
19884	1/21/2013	PITNEY BOWES INV # 1281536-JA13	76.71
19885	1/21/2013	PRAXIS CONSULTING INV # 20100119	1,000.00
19886	1/21/2013	PURE WATERS, LLC INV # 90299	17.00
19887	1/21/2013	QUILL CORP ACCT # C437160	313.67

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ACCT

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Posted From: 1/01/2013 From Account:
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Check Nbr	Check Date	Payee	Amount
19888	1/21/2013	QUILL CORPORATION ACCT # C264557	160.19
19889	1/21/2013	RAY O'HERRON CO., INC. INV # 1301268-IN TASERS	2,759.62
19890	1/21/2013	REGISTRATION FEE TRUST DRIVER'S LICENSE INFO DHR	2.00
19891	1/21/2013	SGTS, INC. INV # WO 13112 SURVEILLANCE CAMERA	606.50
19892	1/21/2013	SOUTH CENTRAL LIBRARY SYSTEM	18,972.27
19893	1/21/2013	SUGAR RIVER BANK BUTTS	200.00
19894	1/21/2013	U.S. CELLULAR ACCT # 335032686	37.04
19895	1/21/2013	U.S. CELLULAR ACCT # 216554799	51.42
19896	1/21/2013	WI DEPART OF JUSTICE - TIME INV # T14299 JAN - MAR 2013	244.50
19897	1/21/2013	WIL-KIL PEST CONTROL 2013 ANNUAL SERVICES	453.96
19898	1/21/2013	WISCONSIN MUNICIPAL COURT CLERKS ASSOCIATION 2013 DUES TERESA PELTON	40.00
ACHJANDENT	1/04/2013	DENTAL INSURANCE	1,713.03
	Manual Check	ACH DENTAL INS JAN PREMIUM	
ACHFEBHEALTH	1/15/2013	HEALTH INSURANCE	15,535.60
	Manual Check	FEBRUARY 2013 PREMIUM	
		Grand Total	1,228,828.41

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Posted From: 1/01/2013 From Account:
Thru: 1/29/2013 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	1,149,373.24
Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND	1,000.00
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	11,325.65
Total Expenditure from Fund # 600 - WATER & SEWER	31,119.03
Total Expenditure from Fund # 650 - STORM WATER UTILITY	1,372.21
Total Expenditure from Fund # 800 - LAKE RESTORATION	752.50
Total Expenditure from Fund # 900 - LIBRARY	32,976.59
Total Expenditure from Fund # 950 - CEMETERY FUND	909.19
Total Expenditure from all Funds	1,228,828.41

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 pd cash Application Date: 1/18/13
 Town Village City of BELLEVILLE County of DANE

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 3/23/13 and ending 3/23/13 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

- (a) Name DUPPLER-SMITH LEGION POST #460
 (b) Address 2 WEST PEARL STREET P.O. BOX 455 BELLEVILLE
(Street) Town Village City
 (c) Date organized 1943
 (d) If corporation, give date of incorporation 1943
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
 (f) Names and addresses of all officers:
 President RICHARD HARDMAN
 Vice President DAVE EUSTICE
 Secretary WENDELL FEASTERMAN
 Treasurer SAME
 (g) Name and address of manager or person in charge of affair: DAVE EUSTICE
106 RIVER STREET BELLEVILLE

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

- (a) Street number 2 WEST PEARL STREET
 (b) Lot _____ Block _____
 (c) Do premises occupy all or part of building? YES
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover.

3. NAME OF EVENT

- (a) List name of the event LEGION BINGO PARTY
 (b) Dates of event 3/23/13

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer David P. Eustice (Signature/Date) Officer DUPPLER-SMITH LEGION POST #460 (Name of Organization)
 Officer _____ (Signature/Date) Officer _____ (Signature/Date)
 Date Filed with Clerk 1/18/13 Date Reported to Council or Board _____
 Date Granted by Council _____ License No. _____

Community Development Authority (CDA)
Minutes of Meeting Held Tuesday, January 29, 2013

Call to order – Called to order at 6:32 PM

Present: Rich Hendrickson, Deb Kazmar, Daniel Rung, Tim Young, April Little and
Mike Parkin
Absent: Jennifer Mickelson

Roll call by Chairperson – Howard Ward appointed Daniel Rung as acting chairman, as Andy Ziehli had resigned.

Visitors – Justin Frahm, JSD Engineering

Old Business

1. River Walk / Connecting Trail – From New Bridge to Badger State Trail; DNR Grant Recommendation to Village Board

The DNR had made a mistake in its grant award letter; the actual total grant amount is \$168,495, and it is a 50/50 matching grant. Justin Frahm presented an updated plan and figures designed to reduce costs. Primarily, the design concept now proposes a concrete base on rip rap and railing under the bridge instead of a structure. It would save a great deal of money and make it easier to maintain. It would also be easier and cheaper to replace 80-100 feet of concrete rather than a structure.

Work needed includes a topographic survey and wetland delineation after the snow clears. It is proposed to be 10-feet wide to be more multi-use, including for snowmobiles. The updated design minimizes switchbacks and retaining walls. The five percent slope is the maximum it can be to remain accessible and avoid more use of railings. There would be a 10-foot clearance under the bridge for a 100-year storm event.

Planning will require multi state agency coordination, including a chapter 30 permit from the DNR. There would be a small 4-6 foot retaining wall near the pedestrian bridge. Lighting and landscaping can be phased in later to save costs. There will be two stormwater conveyance swales on either side of the path on the east. The connection point to the state trail is flexible. The retaining wall on the west will follow existing contours and the slope would be blended in.

The construction estimate is \$307,034 which includes a 20 percent contingency. The change under the bridge would reduce costs from \$80,000 to \$20,000. JSD Engineering costs would be \$30,150. Construction costs might actually range from \$250-275,000. Construction would be in 2014. There may be some connection issues with the 2016 DOT project along the state highway. Contact will be made with the DOT to coordinate design and other issues.

Kazmar made a motion to recommend approval of the contracts with JSD Engineering and the DNR for the trail connection to the Village Board for consideration at its February 4 meeting; seconded by Young. Motion carried

Other Business

Future Meeting Date – TBD March 2013

*Adjournment – Parkin made a motion to adjourn; seconded by Young. Motion carried
Adjourned 7:17 PM.*

- By April Little

PLANNING COMMISSION REPORT

January 9, 2013

NEW BUSINESS:

1. Conditional Use Permit for Michael Boyle, AKA Animal Hospital of Oregon, authorizing the operation of a veterinary clinic at 619 River St. – There were three people at the hearing. A couple's main objection had nothing to do with the CUP or what could be controlled by the Village. The third person had no objection. The PC approved the CUP with several conditions that were all acceptable to Mr. Boyle.

CONTINUED BUSINESS:

1. Proposal for Intergovernmental Agreement between the Village of Belleville and the Town of Montrose – Montrose wanted to have separate hearings. Belleville will be having its public hearing for the Intergovernmental Agreement February 4, 2013 at 6:30 pm at the village hall. Montrose will be have its hearing February 12, 2013 at 7:30 pm at their town hall.
2. Proposal for 10-6-4 – Unincorporated Areas within Extraterritorial Plat Approval Jurisdiction – Waiting to finish Intergovernmental Agreement.

Terry Kringle
PC Chairperson

Village of Belleville
Police Committee Minutes
January 2, 2013
5:45 pm
Belleville Village Hall
24 West Main Street
Belleville, WI 53508

Agenda
Call to Order

New Business

Motion by Debbie to go into closed session and second by Ben Motion carried Roll Call vote taken

- 1) Adjourn to close session Per Wis. Stat. sec. 19.85(1)(f) for the preliminary consideration of specific personnel problems of the investigation of charges against a specific person which, if disclosed in public, would be likely to have a substantial adverse effect on the reputation of the person involved in such problems or investigation.
- 2) Adjourn to close session per Wisconsin statute 19.85(1)(c) considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governing board has jurisdiction responsibility and consideration or employee performance complaint.
Motion to into open session by Debbie second by Ben Motion carried
In closed session we discussed employee employment
- 3) Discussion and possible action on police officer hiring Discussion on test questions, date, time and place.
- 4) Discussion and possible action on security at school and Police Department Bill will talk to the school of possible having a School Resource Officer. Some security issues were bought up for the PD also. We will be working on increasing security issues.

Old Business

- 1) Discussion and possible action to define "working chief" Added: The main and most significant duty is the management and operation of the department. This will include hiring and disciplining personnel consistent with any applicable collective bargaining agreement and Village policies, and overall responsibility for scheduling. See draft in Board packet for Jan. 21 meeting.

Motion to adjourn by Debbie and second by Ben
Present: Debbie Kazmar, Ben O'Brien, and Bill Eichelkraut

Debra Kazmar

Police Committee Chairperson

Next Meeting February 6th, 2013 at 5:45 pm

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S Webster St
Box 7921
Madison, WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 7, 2013

► REQUIRES IMMEDIATE ACTION ◀
Acquisition and Development of Local Parks
Grant# S-ADLP3-13-1170 (RTA-573-13)
Grant Amount: \$79,739.00

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

Dear Ms. Little:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant contract for financial assistance for the following project: *Village of Belleville - Badger State Trail/Lake Bellevue Connection*

Please review the contract. Both copies should be signed by an authorized official and notarized. Please return one original signed contract within 30 days of this letter's date to Mary L. Rothenmaier at the South Central Region, 3911 Fish Hatchery Rd, Fitchburg, WI 53711. Funds will be encumbered when the signed contract is returned. The second signed and notarized copy of the contract should be recorded in the Office of the Register of Deeds. Please send Mary a copy of the recorded contract before final reimbursement is requested.

Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: January 7, 2013 through June 30, 2015. All project activities must occur within this time period to be eligible costs for reimbursement.

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to Village of Belleville, April Little, P.O. Box 79, 24 W. Main St., Belleville, WI 53508. This is the check recipient that appears in our records.

Changes to the approved project scope may not be made without prior approval from the Department.

You are entitled to a project advance of: \$39,869.50
This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*

Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to: <http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>

IMPORTANT: This entire grant contract must be recorded on the deed in order to process your final reimbursement request.

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Mary. Feel free to contact Mary at 608-275-3322, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Mary Rose Teves

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Mary L. Rothenmaier - SCR

dnr.wi.gov
wisconsin.gov

Naturally WISCONSIN



This document drafted by:
 State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS
 GRANT CONTRACT**
 Form 8700-065c (8/12)

NOTICE
 Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

Sponsor: Village of Belleville	Project Number: S-ADLP3-13-1170 (RTA-573-13)
------------------------------------------	--------------------------------------------------------

Project Title:
 Village of Belleville - Badger State Trail/Lake Bellevue Connection

Program Name:
 Knowles-Nelson Stewardship Program Acquisition and Development of Local Parks

Payment Period: (Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract").
 December 10, 2012 through June 30, 2015

Project Scope:
 Acquisition and Development of Local Parks funds are awarded to develop 2.43 acres in the Village of Belleville to make a safe connection to the Badger State Trail/Lake Bellevue. The following items are included: engineering, site preparation, bridge, utilities, lighting, erosion control, trail construction and surfacing.

Legal Description (hereinafter referred to as Property):

PARCEL #106/0508-343-7178-3, 21 River Street, Belleville, WI 53508.

PARCEL #106/0508-344-5113-3, 20 River Street; Original plat PRT blocks 22 & 27, Mill Race & Vac Dale St DE SCR as BEG CL STH 69 123 FT N of Main St N Ln TH E to W Ln L OT 2 block 22 TH N 4 FT TH E 33 FT TH S 4 FT TH E to E Ln SD Lot TH N to CL SD Mill Race TH SE ALG SD CL to Ext E LN Lot 4 Bloc 22 TH N ALG SD E Ln to CL Dale St TH W to Ext E Ln L OT 6 Block 27 TH N ALG E LN Lots 6 & 7 Block 27 to CL River CL TH W ALG SD CL to CL STH 69 TH W to POB.

PARCEL #106/0508-344-5132-0, Original Plat Block 21 All Lot 8 and all that PRT Lots 3, 4, 6 & 7 ALG W/any interest grantor may have acquired in former mill stream or raceway running through BLK 21 & all TH PRT Lots 1, 2, 4 & 5 BLK 27 LYG WLY of line that lies para with & 25 Ft distant WLY from C/L main track subj to AFF of adverse possession for driveway purp in R30313/1

Recording Area
 Name and Return Address

Parcel Identification Number (PIN)

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limit the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Project Financial Assistance Summary		The following documents are hereby incorporated into and made part of this Contract:
Total Project Cost	\$159,478.00	<ol style="list-style-type: none"> Chapter 23, Wis. Stats. Chapter NR 51, Wisconsin Administrative Code Charter NR 52, Wisconsin Administrative Code Grant Application, attachments, and addendums
Cost-Share Percentage	50%	
State Aid Amount	\$79,739.00	
Project Sponsor Share	\$79,739.00	

State of Wisconsin
DEPARTMENT OF NATURAL
RESOURCES[DnrStreet]
Box 7921
Madison, WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 7, 2013

► **REQUIRES IMMEDIATE ACTION** ◀
Recreational Trails Act
Grant# RTA-573-13 (ADLP)
Grant Amount: \$88,756.00

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

Dear Ms. Little:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Village of Belleville - Badger State Trail/Belleview Connection*

Please review the agreement and return the original signed by the authorized official **within 30 days of this letter's date** to Mary L. Rothenmaier at the South Central Region, 3911 Fish Hatchery Rd, Fitchburg, WI 53711. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: January 7, 2013 through June 30, 2015. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: When you submit your request for reimbursement, your reimbursement check will be mailed to Village of Belleville, April Little, 24 W. Main St., P.O. Box 79, Belleville, WI 53508. This is the check recipient that appears in our records.

Changes to the approved project scope may not be made without prior approval from the Department.

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Mary. Feel free to contact Mary at 608-275-3322, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Thank you for your continuing efforts to enhance recreational opportunities for Wisconsin citizens in our Natural Resources.

Sincerely,


Mary Rose Teves, Director *MR*
Bureau of Community Financial Assistance

Enclosure(s)

C: Mary L. Rothenmaier - SCR

State of Wisconsin
 Department of Natural Resources
 P. O. Box 7921
 Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT
 Form 8700-065 Rev. 01-10

DNR COPY

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor Village of Belleville	Project Number RTA-573-13 (ADLP)								
Project Title Village of Belleville - Badger State Trail/Belleview Connection									
Period Covered by This Agreement January 7, 2013 Through June 30, 2015	Name of Program Recreational Trails Act								
Project Scope and Description of Project Recreational Trails funds to develop 2.43 acres owned by the Village to safely connect to the Badger State Trail. Sponsor funds will match the grant.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td>Total Project Cost</td> <td>\$177,512.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td>50%</td> </tr> <tr> <td>State Aid Amount</td> <td>\$88,756.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td>\$88,756.00</td> </tr> </table>	Total Project Cost	\$177,512.00	Cost-Share Percentage	50%	State Aid Amount	\$88,756.00	Project Sponsor Share	\$88,756.00	<ol style="list-style-type: none"> Chapter NR 51, Wisconsin Administrative Code Application Dated
Total Project Cost	\$177,512.00								
Cost-Share Percentage	50%								
State Aid Amount	\$88,756.00								
Project Sponsor Share	\$88,756.00								

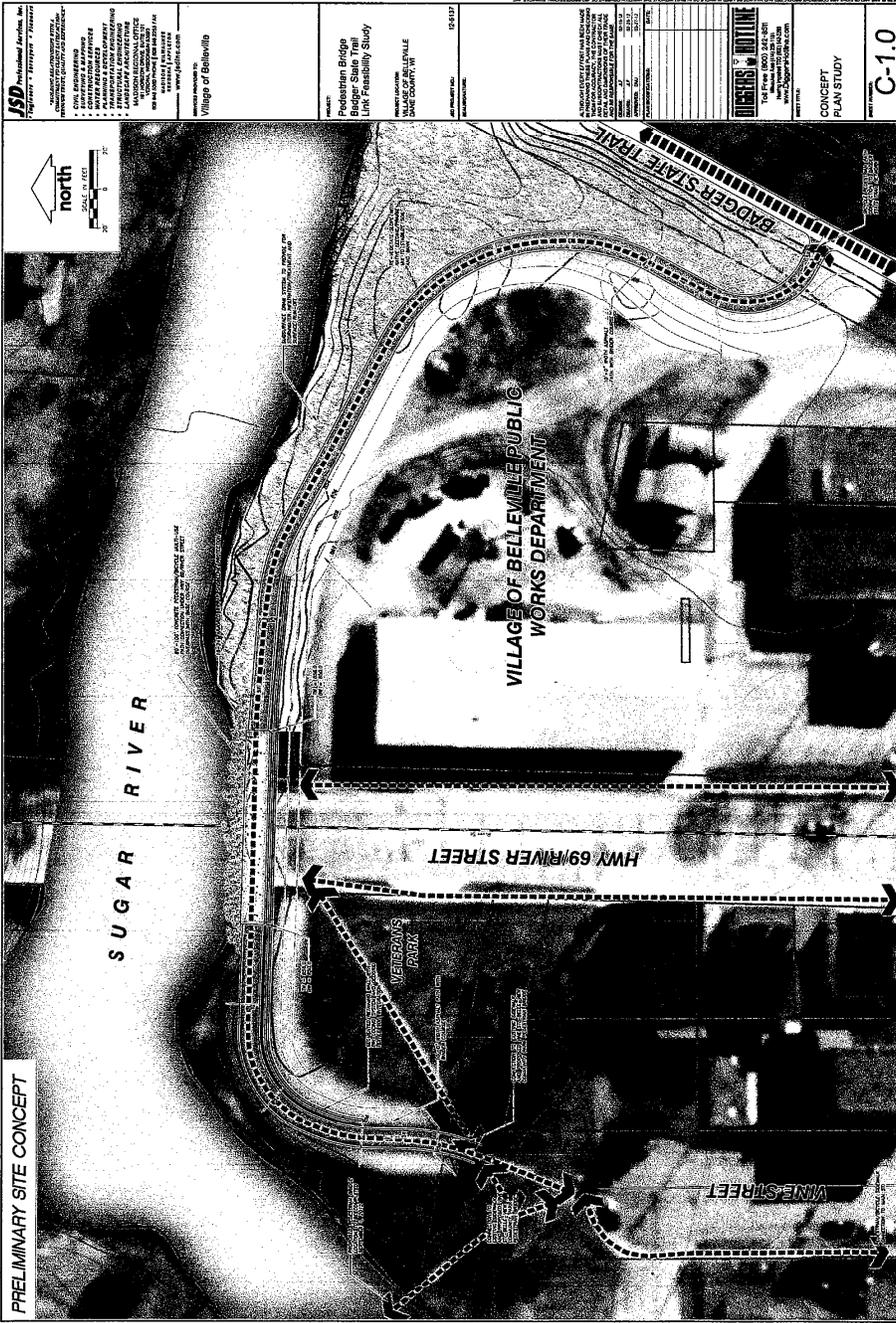
ADOPTED CDA Budget 2013 (720)

A	B	E	F	G	K	P	Q
Account Number	Short Description	2011 Actual 12/31/2011	2012 Actual 09/11/2012	2012 Project Year-End	2012 Budget	2013 ADOPTED Budget	NOTES / CALC
2	Revenues						
3	720-00-42445-000-000 GRANTS - CDA	\$ -	\$ -	\$ -	\$ 50,000	\$ 248,234	DNR Stewardship - trail / riverfront connections
4	720-00-48110-000-000 INTEREST ON INVESTMENTS	\$ 1,245	\$ 1,251	\$ 1,806	\$ 5,000	\$ 1,800	
5	720-00-48500-000-000 CONTRIBU FROM VL - CDA	\$ -	\$ -	\$ -	\$ -	\$ -	
6	TOTAL REVENUES	\$ 1,245	\$ 1,251	\$ 1,806	\$ 55,000	\$ 250,034	
7							
8	Expenses						
9	720-00-51120-210-001 CDA - DOWNTOWN REV PLANNING	\$ -	\$ -	\$ -	\$ 10,100	\$ -	Contingent on TE Grant / purchase agreement
10	720-00-51120-210-002 CDA - CORRIDOR REDEVELOP PLAN	\$ -	\$ -	\$ -	\$ 10,100	\$ 200,000	Trail / riverfront connection
11	720-00-51120-210-003 CDA - WATERFRONT	\$ -	\$ 1,500	\$ 1,500	\$ 15,150	\$ 336,990	2012 - 1/3 wayfinding sign
12	720-00-51120-210-004 CDA - MISC PROJECT	\$ 910	\$ -	\$ 1,500	\$ 303,000	\$ -	
13	720-00-51510-310-000 CDA - OFFICE EXPENSE	\$ 16	\$ -	\$ -	\$ 253	\$ 150	
14	720-00-51580-000-000 CDA - INDEPENDENT AUDIT	\$ 400	\$ 410	\$ 660	\$ 556	\$ 450	
15	720-00-51610-000-000 CDA - ATTORNEY	\$ -	\$ -	\$ -	\$ 6,060	\$ -	
16	720-00-56000-000-000 GRANT AWARDS - FAÇADE	\$ -	\$ -	\$ -	\$ -	\$ 10,000	2 façade grants
17	720-00-56000-100-00 GRANT AWARDS - REVOLVING LOAN FUNDS	\$ -	\$ -	\$ -	\$ -	\$ 50,000	1 loan; TBD
18	720-00-59200-000-000 FINANCING/BANKING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	
19	TOTAL EXPENSES	\$ 1,326	\$ 1,910	\$ 3,660	\$ 345,218	\$ 601,590	
20							
21	FUND BALANCE	\$ 376,082		\$ 374,227		\$ 22,671	
22		as of 12/31/2011					

Village of Belleville - Badger State Trail Linkage Design Outline – January 29, 2013

Design to Construction Tasks

- Topographic Survey
- Wetland Delineation
- Preliminary Design (60±% - permits)
 - Incorporate Designs Standards
 - 10 foot width
 - 2 foot shoulders
 - 3 foot clear zone
 - Protection along waterfront
 - 10 foot height
 - Horizontal curves
 - 100 foot radius (36 foot absolute minimum)
 - Increased width in tight curves
 - Grade - 2-3% desired, 5% max.
 - Underpass
 - Low steel - 860.8
 - 100 Flood Elevation 859.0 at Bridge
 - Ordinary High Water Mark 848.0
 - Wetlands U/S, under and D/S of bridge
 - Probably solution – on fill under bridge with rip-rap protection
 - Agency Coordination
 - WisDOT – underpass of state route
 - WDNR - wetlands
- Permitting
 - WisDOT – underpass
 - WDNR – Chapter 30
- Final Construction Documents (two submittals – 90% and final)
 - Plan and Profiles
 - Details
 - Retaining Wall
 - Wetland Mitigation
 - Erosion Control
 - Railings
 - Lighting
 - Miscellaneous Details
- Bidding and Construction Services.
 - Bidding Assistance
 - Construction Administration and Limited Observation



JSD Incorporated Architects, Inc.
Engineers • Surveyors • Planners

CONSULTANTS:
 • ENVIRONMENTAL SCIENCE & TECHNOLOGY
 • GEOTECHNICAL CONSULTANTS
 • LANDSCAPE ARCHITECTURE
 • PLANNING & DESIGN
 • TRAFFIC ENGINEERING
 • UTILITIES ENGINEERING
 • WATER RESOURCES
 • WETLANDS Delineation
 • WETLANDS Mitigation
 • WETLANDS Restoration
 • WETLANDS Assessment
 • WETLANDS Inventory
 • WETLANDS Mapping
 • WETLANDS Monitoring
 • WETLANDS Planning
 • WETLANDS Protection
 • WETLANDS Rehabilitation
 • WETLANDS Restoration
 • WETLANDS Surveying
 • WETLANDS Training
 • WETLANDS Use
 • WETLANDS Zoning

PROJECT LOCATION:
 Village of Belleville
 1500 N. Main Street
 Belleville, WI 53511
 www.jsoa.com

PROJECT NO.: 15-0117

DATE: 12/15/17

SCALE: AS SHOWN

PROJECT TITLE:
CONCEPT PLAN STUDY

DATE: 12/15/17

PROJECT NO.: 15-0117

DATE: 12/15/17

SCALE: AS SHOWN

PROJECT TITLE:
C-1.0

Village of Belleville - Badger State Trail Linkage Design Outline – January 29, 2013

Design to Construction Tasks

- Topographic Survey
- Wetland Delineation
- Preliminary Design (60±% - permits)
 - Incorporate Designs Standards
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 - Details
 - Retaining Wall
 - Wetland Mitigation
 - Erosion Control
 - Railings
 - Lighting
 - Miscellaneous Details
- Bidding and Construction Services.
 - Bidding Assistance
 - Construction Administration and Limited Observation

DECLARATION OF EASEMENT

The Village of Belleville, a Wisconsin quasi-municipal corporation (hereinafter referred to as the "Declarant"); being the owner of the real estate (the "Property") described in Article I below, in order to impose certain restrictions and covenants with respect to the Property for the benefit of the County of Dane, a Wisconsin quasi-municipal corporation ("Grantee"), hereby declares and provides that the Property be and hereby is subject to the terms of this Declaration of Easement which follow:

ARTICLE I

Description of the Property

The property is legally described in Exhibit A.

ARTICLE II

Subject to Prior Rights of Wisconsin Department of Natural Resources

- A. Notwithstanding any other provision of this Declaration of Easement ("Declaration") to the contrary, the rights granted Grantee by this instrument are and shall perpetually remain subordinate to the rights granted the Wisconsin Department of Natural Resources ("Department") in a Stewardship Grant and Management Contract # _____ (hereinafter, the "Stewardship Grant Contract"), executed on _____ between the Department and the Natural Heritage Land Trust and which is to be recorded at the Dane County Register of Deeds.
- B. In the event of a conflict between the terms of the aforesaid Stewardship Grant Contract and this Declaration, provisions of the Stewardship Grant Contract shall supersede any provision of this Declaration.

**ARTICLE III
Restrictions**

Declarant for and on behalf of itself, its successors and assigns and any future owner of the Property does hereby covenant and agree as follows:

- A. The use of the Property shall be restricted to those uses set forth in the Stewardship Grant and Management Contract incorporated therein.
- B. Changes in the uses permitted by the Stewardship Grant Contract shall require the consent of the Grantee.

Return to:
Sara Kwitek
Dane County Land & Water
Resources Dept.
5201 Fen Oak Dr., Rm. 223
Madison WI 53718

Parcel Identification Nos.:

- C. The conditions and restrictions and responsibilities contained herein shall constitute a covenant running with the Property in perpetuity and shall be binding upon the Declarant, its successors and assigns, and all parties holding under them unless, pursuant to Articles V or VII of this instrument, said restrictions are amended or terminated.

ARTICLE IV Enforcement

- A. The conditions and restrictions contained herein shall run in favor of Grantee and may be enforced by Grantee in its discretion.
- B. Declarant confers the following rights upon Grantee:
- i. Grantee has the right to enter the Property to monitor or to enforce Declarant's compliance with the provisions of this Declaration.
 - ii. Grantee has the right to prevent and correct violations of the provisions of this Declaration. If Grantee believes a violation is occurring, Grantee shall give Declarant written notice of the violation and Declarant shall thereupon have thirty (30) days in which to correct the violation. When an ongoing or imminent violation could irreversibly diminish or impair the recreational and natural resource qualities of the Property, Grantee may, without prior notice to Declarant, seek an injunction or other remedy in a court of competent jurisdiction. The court may require Declarant to undertake and complete, at Declarant's sole expense, adequate corrective measures. In any case, where a court issues an injunction or awards any other remedy to Grantee, Declarant shall reimburse Grantee for all its expenses incurred in enforcing the provisions of this Declaration, including but not limited to reasonable actual attorney's fees.
 - iii. The failure of Grantee upon discovery of a violation to take immediate legal action or otherwise halt a violation shall not bar it from doing so at a later time.
 - iv. Declarant shall not have as a defense to any enforcement action a claim that any other party, including the Department, must also agree to enforcement action; it shall be sufficient if Grantee alone undertakes such action.
 - v. The Declarant or its designee shall have the right to actively manage the Property for its preservation as a place for the uses heretofore identified in this Declaration.
- C. If the Declarant fails to fulfill its obligations under the conditions of the Stewardship Grant Contract, referenced in Article II above, the Property shall vest in the Department without the necessity of reentry, pursuant to Sections 23.096(5) of the Wisconsin Statutes. In the event that the Declarant attempts to

- B. In the event that title to the Property is vested in the Department under Article IV. C or D, and the Department elects to terminate, transfer or otherwise divest itself of title in the Property, then, at the option of the Grantee, title in the Property shall be conveyed to the Grantee.

**ARTICLE VII
Termination**

- A. By direct action of the Dane County Board of Supervisors, Grantee may release all of its interest in this Easement upon its determination that the Property no longer has any value to Grantee.
- B. Termination of this Easement shall not amend, repeal, terminate, invalidate or otherwise impact upon the provisions of the Stewardship Grant Contract.
- C. If this Easement and the Stewardship Grant Contract are voluntarily or involuntarily terminated or extinguished, and the Property is subsequently sold, conveyed or exchanged pursuant to the agreement of all parties or their successors or assigns, or taken in condemnation, the Grantee and Department shall be entitled to a portion of the proceeds from such sale, exchange or condemnation in accordance with applicable law and in proportion to their investment in the original property purchase.

**ARTICLE VIII
Miscellaneous**

- A. This document represents the entire agreement of the parties relating to the Easement hereof, and may not be amended or modified except in writing signed by all parties.
- B. The covenants and agreements contained herein shall bind and benefit the parties and their respective legal successors and, to the extent assignment is permitted hereunder, their respective assigns.
- C. No gift, bequest or devise of any type whatsoever, regardless of when made hereafter, shall operate to invalidate the rights conveyed herein to Grantee.

terminate, transfer or otherwise divest itself of any rights, title, or interests in the Property without the prior consent of the Department and Grantee, all rights, title and interests in the Property shall vest in the Department.

- D. If Declarant ceases to exist, then the Declarant's rights and obligations under this Easement shall vest in the Department.
- E. The Department shall notify the Grantee if title in the Property becomes vested in the Department.
- F. If the Property is vested in the Department, the Grantee shall hold a right to enforce the terms of this Easement and approve any assignment of the Property to another party.
- G. If the Property is vested in the Department and the Department fails to adhere to any of the terms and restrictions of this Easement or if the Department terminates, transfers or otherwise divests itself of any rights, title or interests in the Property, without the prior approval of the Grantee, then all rights, title and interest in the Property shall vest in the Grantee, at the option of the Grantee.

ARTICLE V

Amendment of Easement and Restrictions

- A. The parties to this Easement acknowledge that the Declarant, Grantee, and Department or their respective successors and assigns, must approve any amendment to this Easement, by written instrument recorded in the Office of the Dane County Register of Deeds.
- B. The parties to this Easement acknowledge that the Declarant, Grantee, and Department, or their respective successors and assigns, must approve any amendment to the restrictions set forth in Article III above, by written instrument recorded in the Office of the Dane County Register of Deeds.
- C. Amendment or release of the covenants imposed by this Declaration shall not operate to amend, repeal, terminate, invalidate, or otherwise impact any provision of the Stewardship Grant Contract.

ARTICLE VI

Assignment of Title

- A. Upon the written approval of the Department and Grantee, the Declarant may assign or transfer title to the Property described in Article I provided that:
 - i. The original conservation purposes of this Easement and the Stewardship Grant Contract continue to be carried out in perpetuity;
 - ii. Any assignment is made only to a unit of government or an organization qualified to acquire and hold property under Section 23.096 of the Wisconsin Statutes.

Exhibit A

PARCEL A:

Lot One (1) of Certified Survey Map No. 13416 recorded in the Dane County Register of Deeds Office in Volume 87 of Certified Survey Maps, Page 95 as Document No. 4941164 in the Village of Belleville, Dane County, Wisconsin.

PARCEL B:

Part of the Northwest One-Quarter of the Southwest One-Quarter (NW1/4 SW1/4) of Section Thirty-four (34), Township Five (5) North, Range Eight (8) East, in the Village of Belleville, Dane County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 34; thence South 89° 43' East along said quarter line, 953.2 feet; thence South, 99.2 feet; thence North 89° 21' West, 265 feet; thence South 17° 7' West, 142.9 feet; thence South 72° 20' East, 35.9 feet; thence South 3° 2' West, 99.3 feet; thence South 41° 41' West, 68.8 feet; thence North 89° 11' West, 50.2 feet; thence South 40° 9' East, 82.4 feet; thence South 13° 27' East, 130.3 feet; thence South 34° 58' East, 160 feet more or less to the Northeast corner of Prisk Addition; thence West, 141 feet along the North line of said Prisk Addition; thence South, 38 feet along the West line of Grant Avenue; thence West, 132 feet; thence South, 264 feet; thence West, 309.6 feet; thence South, 66 feet; thence West, 129 feet to the West line of said Northwest 1/4 of the Southwest 1/4; thence North along said West line to the point of beginning; EXCEPTING THEREFROM the following described lands:

- 1) Lands set forth in Warranty Deed recorded October 17, 1960 in Volume 716 of Deeds, Page 104 as Document Number 1011954.
- 2) Certified Survey Map No. 825, recorded May 19, 1972 in Volume 4 of Certified Survey Maps, Page 41 as Document Number 1326289.
- 3) Certified Survey Map No. 1040, recorded January 18, 1973 in Volume 4 of Certified Survey Maps, Page 319 as Document Number 1352814.
- 4) Lands set forth in Warranty Deed recorded May 13, 1980 in Volume 1908 of Records, Page 60 as Document Number 1665273.
- 5) Certified Survey Map No. 10213, recorded October 19, 2001 in Volume 60 of Certified Survey Maps, Pages 12 and 13 as Document Number 3387889.
- 6) The recorded plat of Phase I of Shamrock Hills, recorded January 11, 2010 as Document Number 4625754.
- 7) Certified Survey Map No. 13284, recorded May 4, 2012 in Volume 85 of Certified Survey Maps, Pages 314 and 315 as Document Number 4868886.

STEWARDSHIP GRANT AND
MANAGEMENT CONTRACT FOR
NON-PROFIT LAND ACQUISITION
Form 8700-304 (11/12) Page 1

(*) Please see
Item #25
FY11

State of Wisconsin Department of Natural Resources Box 7921 Madison, Wisconsin 53707-7921	Project Number: HA3-13-190
----------------------------------------------------------------------------------------------------	------------------------------------------

Sponsor:

Natural Heritage Land Trust

Project Title:

Natural Heritage Land Trust - Cosgrove

Program Name:

Knowles-Nelson Stewardship Habitat Areas Grant Program

Payment Period: (Period during which grant funds will be encumbered and available for payment to the Sponsor under this Stewardship Grant and Management Contract, hereinafter referred to as the "Contract".)

January 22, 2013 through June 30, 2014

Recording Area

Name and Return Address

Project Scope and Purpose:

Scope: Fee simple acquisition of approximately 36.63 acres of property in Dane County, Wisconsin, which is described in the legal description attached hereto as Exhibit A and made part of this Contract by reference (hereinafter referred to as the "Stewardship Property").

Purpose: Pursuant to s. 23.092, Wis. Stats., the primary purpose of this Contract and the Land Management Plan incorporated by reference herein is to protect, enhance and restore wildlife habitat and natural communities on the Stewardship Property, to enhance opportunities for wildlife-based outdoor recreation, and to confine the use of the Stewardship Property to activities that are consistent with those objectives (hereinafter referred to as the "Project Purpose").

Parcel Identification Number (PIN)

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Stewardship Property, and shall be effective limitations on the use of the Stewardship Property from the date of recording of this Contract, and shall bind the parties hereto and their respective personal representatives, successors and assigns, in perpetuity.

By acceptance of this Contract, the Sponsor, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the Stewardship Property or convert it to uses inconsistent with this Contract without the prior written approval of the Secretary of the Wisconsin Department of Natural Resources, the Secretary's designee or successor.

Project Costs:	
Appraised land value	\$186,200.00
Total project costs	\$138,222.50
Sponsor share	\$40,335.00
Sponsor share from other DNR-administered grants	\$0
Sponsor share from credit from previous grant or value of land used as match	\$0
Stewardship grant amount	\$97,887.50
Total award amount	\$97,887.00

The following documents are hereby incorporated into and made part of this Contract by reference:

1. Chapters NR 51 and NR 52, Wisconsin Administrative Code.
2. Section 23, Wisconsin Statutes.
3. Grant Application, attachments and addendums.
4. Department-approved Land Management Plan.

TERMS AND CONDITIONS OF THE CONTRACT

This Contract is entered into by and between the Sponsor and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Department"), in accordance with s. 23.096, Wis. Stats., for the purpose of awarding a Stewardship grant and establishing conditions of management for the Stewardship Property acquired with the grant funds.

The Department and Sponsor mutually agree to the following terms and conditions:

Essential Provisions:

1. If the Sponsor violates any of the following conditions of this Contract, which are identified as essential in s. NR 51.07(3), Wis. Adm. Code, pursuant to s. 23.096(5), Wis. Stats., and fails to correct the condition within six months after written notification to the Sponsor from the Department, all title, right and interest in the Stewardship Property held by the Sponsor shall automatically vest in the State of Wisconsin without the necessity of reentry or legal judgment:
 - a. Pursuant to ss. NR 51.007(1) and 51.007(3)(a), Wis. Adm. Code, conversion of the Stewardship Property to any use other than that specified in this Contract and the Land Management Plan without the prior written approval of the Department is prohibited.
 - b. Pursuant to ss. NR 51.05(10) and 51.07(3)(b), Wis. Adm. Code, sale or conveyance of the Stewardship Property, or any interest in the Stewardship Property, to a third party without the prior written approval of the Department is prohibited. If the Department does approve a conveyance to a third party, all Stewardship conditions imposed by this Contract and the Land Management Plan shall remain with the Stewardship Property. Any transfer or sale of the Stewardship Property in fee may only be to a nonprofit conservation organization qualified for Stewardship grants, pursuant to ss. 23.096 and 23.0955(1), Wis. Stats., or to a local, state or federal unit of government. Any subsequent owner shall execute an Assignment of Stewardship Grant and Management Contract, which states that it has received and reviewed this Contract and the Land Management Plan and shall abide by their provisions. Department approval of any transfer is not valid until the Assignment of Stewardship Grant and Management Contract has been signed by the Department and assignee and recorded in the Office of the Register of Deeds in the county where the Stewardship Property is located. The Sponsor shall not allow any leases, mortgages, permits, easements or encumbrances of any kind on the Stewardship Property without the prior written approval of the Department. The Department may take actions necessary to avoid the placement of liens, judgments or encumbrances against the Stewardship Property.
 - c. Pursuant to s. 23.096(3)(b), Wis. Stats., and s. NR 51.07(3)(c), Wis. Adm. Code, the Sponsor shall pay, before delinquency, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Stewardship Property by competent authority.
 - d. Pursuant to s. NR 51.07(3)(d), Wis. Adm. Code, the Sponsor warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that it is a qualified tax exempt organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and that the persons executing this Contract are authorized to act on its behalf. The Sponsor shall notify the Department of any changes in, or challenges to, its tax-exempt status or to its mission of acquiring property for conservation purposes.
 - e. The Sponsor shall comply with all public access provisions in Chapter 23 Wis. Stats. and Chapters NR 51 and NR 52, Wis. Adm. Code. Any Department determinations to allow the prohibition of one or more nature based outdoor activities on the Stewardship Property are noted in this Contract under the Other Terms and Conditions. The Sponsor agrees to contact the Department if any of the factors identified in s. NR 52.05, Wis. Adm. Code, changes such that prohibition of any nature based outdoor activity may be necessary or is no longer necessary. Authority to allow such a prohibition rests solely in the Department.
2. Pursuant to s. NR 51.03(2), Wis. Adm. Code, if the Sponsor dissolves or ceases to exist, all title, right and interest held by the Sponsor in and to the Stewardship Property shall automatically vest in the State of Wisconsin, without the necessity of reentry or legal judgment, unless a transfer under paragraph 1.b. above is approved by the Department.

Grant and Financial Provisions:

3. In consideration of the covenants made by the Sponsor herein, the Department promises to obligate to the Sponsor the amount specified in Project Costs above as the "Total award amount" and will tender to the Sponsor that portion of the obligation that is required to pay the Department's share of costs. Except as provided in s. 23.096 (2m), Wis. Stat., the Department's share of costs is based upon the Department providing up to fifty (50) percent of eligible acquisition costs, as defined in NR 51.002(1), Wis. Adm. Code, not to exceed the amount of cash needed to cover those costs. At all times before and after the execution of this Contract, the Sponsor shall notify the Department of all amounts of funding from government sources that are restricted to eligible acquisition costs of the Stewardship Property. No part of the Grant Award may be received by the Sponsor as cash back in excess of the monies actually needed to pay for eligible acquisition costs. The Sponsor shall return to the Department any excess funds, as determined by the Department, received as part of the Grant Award.
4. Failure by the Sponsor to comply with the terms of this Contract shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, as determined by the Department.
5. Grant payments may not be disbursed to the Sponsor until the following conditions have been met to the satisfaction of the Department:
 - a. The value of the Stewardship Property has been certified by the Department according to Department valuation guidelines.
 - b. The Department has approved an Environmental Inspection Report for the Stewardship Property.
 - c. The Department has approved title insurance or other evidence of marketable title for the Stewardship Property.
 - d. The Department has approved a Land Management Plan for the Stewardship Property.
 - e. The Sponsor has submitted a claim for payment supported by appropriate evidence of cost, which meets Department accounting standards.
 - f. This Contract has been recorded with the Register of Deeds in the county in which the Stewardship Property is located or the Department has approved an escrow closing under s. NR 51.08(4).
 - g. A warranty deed has been executed and recorded with the Register of Deeds in the county in which the Stewardship Property is located or the Department has approved an escrow closing under s. NR 51.08(4), Wis. Adm. Code.
6. The Sponsor shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
7. Pursuant to s. NR 51.005(1) Wis. Adm. Code, the Sponsor shall remit to the Department that percentage of all revenues from the sale of any structures, improvements or personal property that were included in the appraisal equal to the percentage of cost-sharing received.
8. Pursuant to s. NR 51.005(2) Wis. Adm. Code, income accruing to the Stewardship Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project if approved by the Department in writing. However, if the Stewardship Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11, Wis. Stats.
9. Pursuant to s. 23.09165(3)(h), Wis. Stats. and s. NR 51.005(3), Wis. Adm. Code, and if approved in writing by the Department, reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs.

General Provisions:

10. Pursuant to s. NR 51.005(4), Wis. Adm. Code, the Sponsor agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling the terms of this Contract, including, but not limited to, general and special zoning, land use permit requirements, disabled access, environmental quality, and historical and archaeological preservation. In particular, the Sponsor agrees to comply with the provisions of s. 23.096, Wis. Stats., and Ch. NR 51, Wis. Adm. Code and with ss. 32.19 to 32.27, Wis. Stats., and Ch. Adm. 92, Wis. Adm. Code relating to relocation. In the event there are any inconsistencies between the statutes and code and this Contract, the statutes and code shall govern.
11. If any provision of this Contract is determined by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.
12. This Contract, together with any referenced parts and attachments, constitutes the entire Contract, and any previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.
13. Any ambiguities in this Contract shall be construed in a manner that best effectuates the protection of the natural values of the Stewardship Property.

14. The Sponsor may rescind this Contract in writing at any time before expending grant funds. After the Sponsor has expended grant funds, this Contract and the Land Management Plan may be rescinded, modified, or amended only by mutual agreement in writing, except that time extensions of the "Payment Period" may be granted by the Department without the requirement of the Sponsor's signature.
15. This Contract shall be recorded by the Sponsor in the Office of the Register of Deeds in the county where the Stewardship Property is located, and the interests of the State under this Contract shall thereby be placed in the chain of title. The Department may re-record this Contract or any other document necessary to protect its rights under the Contract.
16. No portion of the Stewardship Property shall in the future be used to satisfy land area requirements for other property not subject to this Contract for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Development rights have been encumbered or extinguished by this Contract, and may not be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.
17. The Department agrees that the Sponsor shall have sole control over the method, hours worked, time and manner of any performance under this Contract other than as specifically provided herein. The Department takes no responsibility for supervision or direction of the performance of this Contract by the Sponsor or the Sponsor's employees or agents. The Sponsor is an independent contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.
18. Pursuant to s. NR 51.005(7), Wis. Adm. Code, the Sponsor shall not discriminate against any person in the use and enjoyment of the Stewardship Property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, gender, national origin, ancestry, sexual orientation or military status.
19. Except for claims or costs arising out of the acts or omissions of the Department, its officers, employees and agents, the Sponsor agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring directly or indirectly in connection with or in any way arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
20. In certain cases described in this Contract, the Sponsor is required to obtain written approval from the Department prior to undertaking an action. Whenever such approval is required, the Sponsor shall notify the Department in writing. The request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the proposed action in sufficient detail to permit the Department to make an informed judgment as to its consistency with the Project Purpose and the terms of this Contract. The Department shall approve, conditionally approve, or deny the Sponsor's request in writing within sixty (60) days of receipt of the written request. The Department may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal violates the Project Purpose and/or the terms of this Contract and impairs the natural resource values of the Stewardship Property.
21. Pursuant to s. 23.09165, Wis. Stats. and additional specifications provided by the Department, the Sponsor shall acknowledge the Department's assistance in acquiring ownership of the Stewardship Property, and provide notice of public access to the Stewardship Property, by placement of signs on the Stewardship Property. Signs shall be placed at major access points to the Stewardship Property and list the primary activities allowed or prohibited on the Stewardship Property.

Land Management Provisions:

22. Pursuant to s. NR 51.005(5), Wis. Adm. Code, the Sponsor is responsible for operation of the Stewardship Property and for providing adequate management and maintenance in a manner consistent with the Project Purpose and with the requirements and conditions of this Contract and the Land Management Plan.
23. Pursuant to s. NR 51.005(9), Wis. Adm. Code, the Department reserves the right to inspect the Stewardship Property for the purpose of ensuring that management is progressing in compliance with this Contract. The Department, its officers, employees and agents may enter the Stewardship Property in order to carry out any management activity necessary to ensure the public's rights and safety.

If the Sponsor fails to fulfill its responsibilities under the terms of this Contract, the Department shall have the right, but not the obligation, to undertake land management activities on the Stewardship Property in accordance with the terms of the Land Management Plan. Before undertaking such responsibility, the Department shall provide the Sponsor with six (6) months prior written notice of the land management activity required and give the Sponsor the opportunity to perform that activity within the six-month period, or within a reasonable time thereafter if more time is needed due to weather constraints.

24. Changes or revisions to the Land Management Plan may be made with written agreement of the Sponsor and Department.

25. Any activity on or use of the Stewardship Property that is inconsistent with the Project Purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited unless approved in writing by the Department:
 - a. Use of the Stewardship Property for a forestry nursery or experimental station.

- b. Use of the Stewardship Property for commercial or industrial purposes except with prior written approval of the Department for Sponsor fundraising and other activities that protect or enhance the conservation values of the Stewardship Property.
- c. The placement of buildings or other facilities designed for intensive recreational use including playgrounds, roads, picnic areas, boating and camping facilities, playing fields or shelters, and other uses that are not compatible with wildlife-based recreation.
- d. Long-term timber plantations.
- e. Long-term agricultural use.
- f. There shall be no introduction of any wild animals onto the Stewardship Property or use of the Stewardship Property by an established or licensed captive wild animal farm, bird hunting preserve, game farm, shooting preserve or dog training club. The Sponsor shall not allow horses, cattle, or other livestock on the Stewardship Property for grazing or other purposes.
- g. There shall be no temporary or permanent storage or placement of trash, soil, gravel, ashes, treated sewage, manure piles, hazardous or toxic substances, abandoned vehicles or machinery, or any other unsightly or offensive materials on, under or in the Stewardship Property, except that brush or other plant material cut as the result of activities approved herein may be left on the Stewardship Property.
- h. There shall be no topographic changes, extraction of subsurface materials, alteration of the natural landscape, or manipulation of any waters or shorelines of the Stewardship Property by excavation, filling, dredging, draining, tilling, ditching or any other means.
- i. There shall be no damage, destruction or removal from the Stewardship Property of any natural features or natural materials, including, but not limited to, rocks, soil, minerals, dead wood and fossils.
- j. No right-of-way shall be granted across the Stewardship Property in conjunction with any industrial, commercial or residential use of other land not protected by this Contract.
- k. There shall be no use or activity that causes or is likely to cause significant soil erosion or significant pollution of any surface or sub-surface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements.
- l. The placement or construction of any mobile or permanent building, structure or improvement is prohibited including fences, boardwalks, bridges, kiosks, and parking lots.
 - 1) The Sponsor may not erect, display or maintain any outdoor advertising structure, sign or billboard on the Stewardship Property. The Sponsor may erect signs and interpretive displays for the following purposes: as required by s. 23.09165, Wis. Stats and paragraph 23 above; to identify the Stewardship Property; to indicate that the Stewardship Property is under the protection of the Sponsor; to commemorate or interpret the natural features or human history of the Stewardship Property; to regulate uses, mark the boundaries or provide directions. The placement, size, number and design of signs or interpretive displays shall not diminish the scenic character of the Stewardship Property.
 - 2) Unless approved in writing by the Department, no new roads shall be constructed or established on the Stewardship Property. Existing roads on the Stewardship Property may be maintained, but shall not be widened or improved. Trails constructed or established on the Stewardship Property shall be rustic in character, composed of natural materials and have a pervious surface.
- m. There shall be no alteration of vegetative cover except when necessary to:
 - 1) remove non-native and invasive vegetation
 - 2) prevent or control fire, insects, diseases, personal injury or property damage
 - 3) construct and maintain any roads, trails or other structures permitted herein
 - 4) enhance wildlife habitat or restore and maintain native biological communities
- n. There shall be no operation of any vehicle on the Stewardship Property, including, but not limited to, bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, cars and trucks, except as follows: (i) in emergency situations, (ii) for maintenance of the Stewardship Property and habitat and resource management activities permitted herein, (iii) for disabled access on existing roads and trails that are normally vehicle-accessible, with a permit issued by the Sponsor.

26. Other Terms and Conditions

- a. Additional land management provisions may be contained in the Department-approved Land Management Plan for the Stewardship Property which is made part of this contract by reference.

Signed this 24th day of January, 20 13.

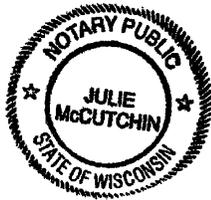
NATURAL HERITAGE LAND TRUST

James F. Walsh
Signature of Sponsor Representative
James F. Walsh

Typed or Printed Name of Sponsor Representative

STATE OF WISCONSIN)
DANE COUNTY) ss.

Personally came before me this 24th day of January, 2013, the above named James F. Walsh to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie McCutchin
Signature of Notary Public

Julie McCutchin
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires)(is) 8-25-2013

Signed this 23rd day of January, 20 13.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

BY Pamela Foster-Felt

Pamela Foster-Felt
Bureau of Community Financial Assistance

STATE OF WISCONSIN)
DANE COUNTY) ss.

Personally came before me this 23rd day of January, 2013, the above named Pamela Foster-Felt to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie McCutchin
Signature of Notary Public

Julie McCutchin
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires)(is) 8-25-2013

THIS INSTRUMENT WAS DRAFTED BY:
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Exhibit A – Legal Description

PARCEL A:

Lot One (1) of Certified Survey Map No. 13416 recorded in the Dane County Register of Deeds Office in Volume 87 of Certified Survey Maps, Page 95 as Document No. 4941164 in the Village of Belleville, Dane County, Wisconsin.

Need to verify tax parcel numbers

TAX ROLL PARCEL NUMBER: 106/0508-331-8001-1 (pt.)
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

TAX ROLL PARCEL NUMBER: 106/0508-331-9501-1 (pt.)
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

PARCEL B:

Part of the Northwest One-Quarter of the Southwest One-Quarter (NW1/4 SW1/4) of Section Thirty-four (34), Township Five (5) North, Range Eight (8) East, in the Village of Belleville, Dane County, Wisconsin, described as follows:

Commencing at the West Quarter Corner of said Section 34; thence South 89° 43' East along said quarter line, 953.2 feet; thence South, 99.2 feet; thence North 89° 21' West, 265 feet; thence South 17° 7' West, 142.9 feet; thence South 72° 20' East, 35.9 feet; thence South 3° 2' West, 99.3 feet; thence South 41° 41' West, 68.8 feet; thence North 89° 11' West, 50.2 feet; thence South 40° 9' East, 82.4 feet; thence South 13° 27' East, 130.3 feet; thence South 34° 58' East, 160 feet more or less to the Northeast corner of Prisk Addition; thence West, 141 feet along the North line of said Prisk Addition; thence South, 38 feet along the West line of Grant Avenue; thence West, 132 feet; thence South, 264 feet; thence West, 309.6 feet; thence South, 66 feet; thence West, 129 feet to the West line of said Northwest 1/4 of the Southwest 1/4; thence North along said West line to the point of beginning; EXCEPTING THEREFROM the following described lands:

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- 7) Certified Survey Map No. 13284, recorded May 4, 2012 in Volume 85 of Certified Survey Maps, Pages 314 and 315 as Document Number 4868886.

TAX ROLL PARCEL NUMBER: 106/0508-343-8563-1
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

This is EXHIBIT 00372053, consisting of 2 pages, referred to in the Agreement between OWNER and ENGINEER for Professional Services, dated April 1, 2001.

Project Name: Village of Belleville – Greenview Place East Detention Pond Retrofit

Client: Village of Belleville
24 West Main Street
Belleville, WI 53508

MSA proposes to render Professional Engineering Services to provide plans and specifications for storm water improvements at the Greenview Place East Detention Pond. The Village of Belleville received an Urban Nonpoint Source & Storm Water (UNPS&SW) Grant to retrofit an existing detention basin to achieve an increased level of water quality treatment. The pond is located on Village owned land located south of Sugar Avenue and Blaser Drive, within the Village limits. This project is among water quality management projects recommended in the Village's Stormwater Quality Assessment and Management Plan.

The proposed project is located less than a half a mile from the main channel of the Middle Sugar River, and just a few hundred feet upstream of an unnamed tributary. The proposed project will improve the quality of runoff delivered to the Middle Sugar River, which has been identified as an exceptional water resource by the WDNR. The proposed pond retrofit will double the amount of total suspended solids (TSS) removed from runoff generated by a 33.7-acre watershed, and reduce other non-point source pollutants such as nutrients and metals.

This proposed project includes deepening the pond's wet pool (which currently is less than 2 feet deep), and reconfiguring the existing outlet to achieve a higher level of water quality treatment. The project will include excavation, grading, outlet construction, and site restoration. The proposed retrofit is projected to double the level of water quality treatment achieved by the pond.

Scope of Services

PHASE 1 – FIELD SURVEY

MSA will prepare a letter to the adjacent residents to alert them of the planned improvements with an anticipated timeline to answer a majority of the questions prior to the project. MSA will provide a field survey of the existing pond. MSA will establish a benchmark on site to be used during construction and determine existing depths of the pond by augering holes in the ice throughout the existing pond. The survey will include the existing outfall and extend beyond the top of the slope of the pond to go beyond the construction limits. Diggers Hotline will be notified and property lines determined for use in delineating access limitations on the design. MSA will create an existing surface with features and existing contours within of the pond.
Est. Fee - \$2,000.00

PHASE 2 – DRAINAGE AREA EVALUATION

This task includes a drainage area evaluation to determine if sediment sampling and testing will be necessary; correspondence and communication with WDNR to receive concurrence on the evaluation; and coordination with the Village to develop a scope of dredging work which meets the requirements outlined in NR 528.

Our initial review of the land use within the pond's watershed suggests that the sediment to be removed from the pond would not need to be sampled. However, if sampling and contaminant testing becomes necessary, the Village will contract directly with a geotechnical firm to perform this work. We anticipate the geotechnical work could be performed for an approximate cost of \$3,500.00.
Est. Fee - \$1,500.00

PHASE 3 – DESIGN PLANS AND SPECIFICATIONS

MSA will develop design plans and specifications for the retrofit of the existing pond to current DNR standards and the standard specifications within the Village of Belleville. MSA will detail the depths of excavation and the outfall requirements. Access routes and restoration will be shown and addressed on the plans and specifications. MSA will revise the cost estimate as necessary to include the final design of the improvements. MSA will go over the plans and cost estimate with the Public Works Committee prior to seek approval to bid.

It is anticipated that the pond will be excavated such that it has a maximum depth of at least five feet for a minimum area of approximately 50% of the pond surface area under normal conditions. This will provided the minimum recommended depth for a wet-sedimentation pond required by WDNR and also the minimum surface area of sediment storage recommended by WDNR. Reasonable attempts will be made to comply with the design standards of WDNR Conservation Practice Standard 1001 (Wet Detention Pond) however, the Village should be aware that in a retrofit situation not all standards will likely be able to be met.
Est. Fee - \$4,100.00

PHASE 4 – PERMITTING

MSA will prepare WDNR permit application packages for Owner's signature. Permits included in this scope of work include the following: Stormwater NOI for construction site disturbance and erosion control; Permit to discharge Carriage and Interstitial Water from Dredging. It is anticipated that Chapter 30 permitting relating to navigable waterways will not be necessary. Permit fees are the responsibility of the Village.
Est. Fee - \$1,800.00

PHASE 5 – BIDDING

MSA will provided bidding documents and advertise for bid the Greenview Place East Pond Retrofits for construction in 2013. MSA will answer questions during bidding and provide addendums if necessary. MSA will publicly open the bids and create a bid tally for review by the Village. MSA will make a recommendation and complete the contracting for construction.
Est. Fee - \$2,150.00

PHASE 6 – CONSTRUCTION

MSA will conduct a preconstruction meeting with the Village staff and Contractor to go over the project details, schedule, and concerns. MSA will provide limited construction related services for the construction of the Greenview Place East Pond Retrofits to verify the plans are being followed. MSA will provide an on-site benchmark for the contractor but staking is not anticipated for the project. It is estimated the work can be completed in 2 to 3 weeks depending on weather and the availability of the schedule of subcontractors. MSA will keep the Village up to date on the schedule of the Contractor and if additional time is being planned to complete the project. MSA will complete the project with a record drawing of the final pond elevations.
Est. Fee - \$5,950.00

DELIVERABLES:

MSA will provide design plans and specifications for review by the Village and approving authorities on the project throughout design.

MSA will provide design plans and specifications for bidding purposes by Contractors.

MSA will provide a detailed breakdown of the costs by the Contractors and a recommendation of award to the Village of Belleville.

COSTS:

The estimated fee for the services to be performed by MSA is **\$17,500.00**. The estimate is based on the previously described services and anticipated duration of construction.

The Public Works Department requested the services.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit to the Agreement to be effective as of the date first above written.

Owner:
VILLAGE OF BELLEVILLE

By: _____
Howard Ward, Village President

Date: _____

Address for giving notices:

24 West Main Street
Belleville, WI 53508
Phone: 608-424-3341
Fax: 608-424-3423

Engineer:
MSA PROFESSIONAL SERVICES, INC.

By: Ken Lord
Kevin Lord, Consulting Village Engineer

Date: 1-24-13

Address for giving notices:

2901 International Lane, Suite 300
Madison, WI 53704-3133
Phone: 608-242-7779
Fax: 608-242-5664

Dane County Environmental Council
Environmental Grant Application Cover Sheet

The Dane County Environmental Council competitively awards grants to support projects that improve, protect and enhance land and water resources to the benefit of Dane County residents.

Grant program (Choose one only): Capital Equipment Program
 Community Partners Program

Project Title: New Conservation Area Trail Creation & Maintenance Equipment

Organization Name: Village of Belleville

Organization's Address: 24 W. Main Street
P.O. Box 79, Belleville WI 53508

e-mail address: alittle@villageofbelleville.com

Organization's Authorized Applicant Name: April Little

Contact Person (if different than above): _____

Address and e-mail: 24 W. Main Street, P.O. Box 79, Belleville WI 53508
alittle@villageofbelleville.com

Contact Person Telephone: 608-424-1655 Work Telephone: 608-424-3341

Commencement and Completion Dates of the Project: Purchase upon receipt; ongoing

Project Location: Main area: Sugar River frontage along 46 acres purchased with DNR & Dane County Funds

Total Project Cost: \$4118.80 Requested Grant Amount: 1962.50

Attachment Checklist:

- Attached is a project narrative describing the project in relation to the review criteria provided in the grant application guidelines.
- Attached is a completed Project Budget Form.
- Attached are additional supporting materials (letters of support, cost estimates, etc.) (see application instructions).
- Attached is one copy of the Internal Revenue Service letter determining federal tax exempt status (required for 501(c)3 organizations applying for a grant only).

Certification: The person with name typed below hereby certifies that the information contained in this application and all attachments is true and correct to the best of his/her knowledge.

Name of Authorized Official (please type) April Little

Title: Administrator

Date: 2/4/2013

A. Program Plan and Objectives.

The Village of Belleville is receiving a very generous land donation from Natural Heritage Land Trust of 36 acres in two parcels along a section of Wisconsin's Sugar River. The transaction permanently protects nearly 2,000 feet of forested river frontage upstream from Lake Belle View Park where the Village has created a healthier ecosystem and restored opportunities for recreation on the Sugar River. The Knowles-Nelson Stewardship Program, Dane County Conservation Fund and members of Natural Heritage Land Trust funded the purchase.

The Village has also recently acquired 10 acres of land along the southern section of the riverfront on its own with a Stewardship grant, and received acres of donated lands immediately to its north. The Village separated the Sugar River from Lake Belle View with a large 3200-foot pedestrian berm. Our goal is to extend this berm trail, through a trail on the donated land created by a local Boy Scout, along the Sugar River to the west. Eventually, we plan to obtain an easement to connect the trail to Blaser Park and its restroom and play facilities.

The Village of Belleville is not blessed with an abundance of popular retail businesses or lodging at this time. As Belleville is also along the Badger State Trail and we have a newly restored Lake Belle View, we plan to make the lake and river, Community Park, Badger State Trail, along with all the recreation opportunities they provide a highlight of our economic development efforts. We hope to attract desperately-needed new residents and visitors to the community with our wealth of unique natural resources.

While the areas for recreation that the Village must now manage will greatly increase, the Public Works budget and labor resources have not increased. Assistance with equipment purchases to establish and manage the new trail connections would be very helpful to the bottom line and help create the trail much sooner.

B. Time Frame and Location.

The trail establishment may take place in 2013 anytime after grant funds are received and equipment is purchased. It will be concluded by December 31, 2013.

Please see the map for trail location, and the notes attached. The berm trail is indicated in black and white. The connections to be established with the new equipment are in purple. The small purple trail segment east of the acquired parcels was created by Belleville Boy Scout Taylor Christen. The equipment will be used to maintain the trails indicated in purple. The Village's Stewardship and Blaser-donated lands are located immediately north and east of the parcels indicated in red. The lands encircled in red are the parcels that are being donated by Natural Heritage Land Trust. Trails south of the Sugar River will be established in a future phase. (Note: the aerial photo is before Lake Belle View restoration and does not accurately show the lake restoration).

C. Evaluation.

The first measure will be the successful creation of a pedestrian trail along the Sugar River west of the berm. The trail will be rustic in character. Thereafter, Public Works crews and consultants will establish a maintenance schedule to keep the trail a usable and pleasant experience for pedestrians.

C. Partnerships and Commitment.

The Village has been blessed with many partners for the purchase of these lands, including Natural Heritage Land Trust, Wisconsin DNR, Dane County, Belleville Boy Scouts, and local resident Herb Blaser who has donated connecting lands. If needed for trail establishment, we may contact the Scouts or other volunteers to assist Public Works crews.

E. Sustainability.

The Village works closely with restoration experts for management of Lake Belle View and its forested islands. It can consult with these experts as needed to determine how much maintenance will be needed, and if further steps are needed.

F. Key Personnel.

Public Works Director Jerry Butts will oversee trail creation. He has more than 30 years of experience in parks maintenance and management.

April Little is the grants manager and Belleville Administrator/Clerk/Treasurer. She has managed numerous DNR and other grants for more than 10 years as a Village Administrator, especially for the Lake Belle View restoration.

**REQUEST FOR PROPOSAL
FOR VILLAGE OF BELLEVILLE BANKING SERVICES**

Proposals must be submitted
no later than 5:00 p.m. on Friday, February 22, 2013

For further information regarding this RFP
contact April Little at 424-1655 or alittle@villageofbelleville.com

*Issued by
Village of Belleville
Finance and Personnel Committee*

LATE PROPOSALS WILL BE REJECTED

GENERAL INFORMATION

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the investment of Village and Utility funds along with a daily checking account.

The Village as represented by its Finance Committee intends to use the results of this process to award the investment of Village and Utility funds along with the daily checking account.

SCOPE OF THE PROJECT

Project Description:

Investment Fund Account: The Village/Utility has \$3.7 million currently (through the end of December 2012). These funds are used for Village operations. Tax collection of \$4.7 million starts the middle of December, with approximately \$1.72 million collected by December 31st which we hold until January 15th, at which time distributions of about \$1.04 million are made. The remaining amount is collected until January 31st, which we hold until February 17th, at which time we distribute approximately \$800,000. Over the last two years, the investment account has averaged \$976,000, except for the months of December and January, when balances average \$3.02 million.

Checking Account: The monthly checking account average is about \$1.44 million. Approximately 180 checks per month are processed. A variety of automatic deposits and withdrawals are performed monthly. Deposits are made approximately 3 to 4 times weekly. Wire Transfers will be completed about 24 times yearly.

Certificate of Deposit: One certificate of deposit for the Belleville Library in the amount of \$67,970 is held at Union Bank & Trust. This CD is not part of the RFP.

Electronic Transactions: The Village offers direct payment services for utility customers. Currently, 126 use this service, and transactions occur on a monthly basis on the 20th of the month (or next business day).

The Village also offers direct deposit for its payroll. Currently, approximately 14 employees use this service (exact number of employees receiving a pay deposit may vary slightly from payday to payday). There are typically 27 payroll runs per year, and deposits are made on Wednesdays.

Objectives:

It is the policy of the Village of Belleville to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state and local statutes governing the investment of public funds.

The Village is requesting a written proposal from your facility regarding rates, terms and conditions for using your facility as the depository for these investments with a **two-year** commitment until April 1, 2015. It is anticipated that the change would be made effective for the second quarter of 2013, beginning on April 1.

Needs:

Investment Fund Account: The Village and the Utility need to have the availability of depositing to this investment account for maximum returns. One or two deposits monthly would be sufficient except for the months of December and January for tax collections, when we need to deposit about 3 times weekly.

The Village and the Utility need to have the availability of withdrawing from this investment in order to meet the daily cash flow demands of operations. One or two withdrawals monthly would be sufficient.

The Village and the Utility will request a security or collateral agreement for any funds uninsured by FDIC insurance.

EVALUATION:

Proposals will be evaluated based on an interest rate tied to the Wisconsin State Trust Fund Investment Pool for a two-year length of commitment and accessibility.

Each banking institution shall provide combined proposals for both the Investment Fund Account and Checking Account. The accounts will not be split between banking institutions.

Please list all service fee charges associated with each account, along with listing service fees that might be waived in order to secure these accounts.

SUBMITTING A PROPOSAL:

The evaluation and selection of a depository for investments and checking will be based on the information submitted in the vendor's proposal.

Proposals must be submitted with an original and eight copies of all materials by 5:00 p.m. on February 22, 2013 to:

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

The Finance Committee will review the proposals at 6:00 p.m. on February 26 at Village Hall, at which time each representative will be given an opportunity to present their proposal. The Finance Committee expects to then make a recommendation to Village Board at 7:00 p.m. on March 4, 2013 for approval.

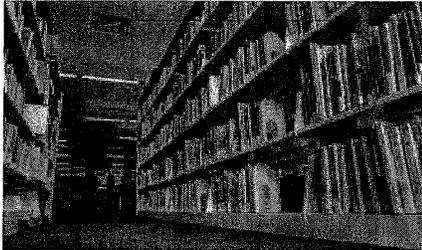
In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

NOTIFICATION IF INTENT TO AWARD

All vendors who respond to this RFP will be notified in writing of the Village's intent to award as a result of this RFP, and available funds will be transferred to your depository.



Madison's libraries are state leaders in checkouts per resident



4 HOURS AGO • TODD D. MILEWSKI | THE CAPITAL TIMES | TMILEWSKI@MADISON.COM

Tim Oppor walked out of the Goodman South Madison Branch of the Madison Public Library with a large picture book weighing down one arm and a stack of 10 CDs stretching his other hand.

"We've got a good library system," said Oppor, who lives on Madison's south side. "Every one that I've been to — I used to go

to the Pinney Branch and the downtown one — all of them are good. I've never been to one I didn't like."

Numbers suggest that he's one of many fans of the area's libraries.

Wisconsin ranks in the top 10 nationally in library usage, with Dane County libraries contributing some of the highest circulation statistics in the state.

The state is ninth in total annual circulation per capita, according to data from the 2010 fiscal year compiled by the Institute of Museum and Library Services, with 11.41 checkouts from Wisconsin libraries per state resident.

In total, Wisconsin libraries saw more than 65 million checkouts in 2010, more than higher-populated states such as Massachusetts, New Jersey and Minnesota.

More than 9.3 million of those transactions came from Dane County's 18 libraries, which operate 26 locations. They averaged 21.05 checkouts per resident in 2010, nearly double the figure for the rest of the state.



At the top of the list was the Belleville Public Library, which had 86,202 transactions, 29.49 per resident.

Bronna Lehmann, the assistant director of the Belleville Public Library, said she frequently sees the same families at the checkout counter.

"They always come to story hour and they bring in their bag of books, drop them off and while they're here they fill the bag and they take them out," Lehmann said. "A lot of them are checking out 10, 15, 20 books of our local materials."

On a Saturday morning, Jon Wilde walked into the small, brick building on Belleville's South Vine Street, put his library card on the counter and collected a handful of DVDs

that librarians had put on hold for him.

"It's partly ease and it's partly expense, that's for sure," said Wilde, who lives about five miles away in the town of Exeter. "If you're patient you can get whatever you want."

In Madison, where a \$29.5 million reconstruction of the Central Library is expected to be completed this fall, the nine locations (Central Library plus eight branch locations) accumulated more than 4.7 million checkouts in 2010, or 17.82 per resident.

Among Wisconsin's 10 biggest library service areas as defined by the state, Madison topped the rankings of circulation per capita, with libraries in Waukesha (15.12) and Janesville (14.02) trailing. Milwaukee Public Library reported 2.7 million transactions in 2010, 4.65 per resident.

The Central Library project, which included a temporary move of the library to 126 S. Hamilton St. in late 2011, has taken a bite out of Madison's numbers since the 2010 data, Madison library media coordinator Tana Elias said.

Circulation for 2011 was down 6 percent from 2010, and 2012 figures show another 6 percent loss from 2011.

Library officials expect circulation numbers to turn around and exceed 2010 figures when the Central Library reopens, Elias said.

Some other data from the 2010 survey:

- Ohio had the most circulation transactions per capita (16.32), followed by Oregon (16.24) and Utah (13.65). Illinois was 13th (10.34), Minnesota 14th (10.2), Iowa 16th (9.87) and Michigan 20th (9.02). West Virginia (4.36), Tennessee (4.18) and Mississippi (2.96) were at the bottom.
- Wisconsin was 14th nationally in libraries per capita, with one library (including qualifying bookmobiles) for every 12,223 residents. Vermont was first with one library for every 3,822 residents; Florida was last at 34,262.
- Wisconsin libraries got 92.4 percent of their operating revenue from local governments (the national average was 84.1 percent), 1.9 percent from the state (average 7.2 percent) and 0.6 percent from the federal government (average 0.7 percent).
- Wisconsin led the nation in interlibrary loans, sending 9.1 million items between libraries.

VILLAGE OF BELLEVILLE
PUBLIC HEARING of the VILLAGE BOARD
Monday, February 4, 2013 at 6:30 P.M.
Village Hall - 24 West Main Street

AGENDA

1. Call Hearing to Order
2. Roll call by Clerk
3. Posting of Open Meeting Notice
4. **Public Hearing** on a recommendation from the Belleville Plan Commission to accept an Intergovernmental Agreement between the Village of Belleville and Town of Montrose. The agreement will define a joint planning area and a rural preservation area. It will also establish a Joint Planning Committee to address land use and planning issues affecting both the town and the village.
5. Adjournment of Hearing

-By Howard Ward, Village President

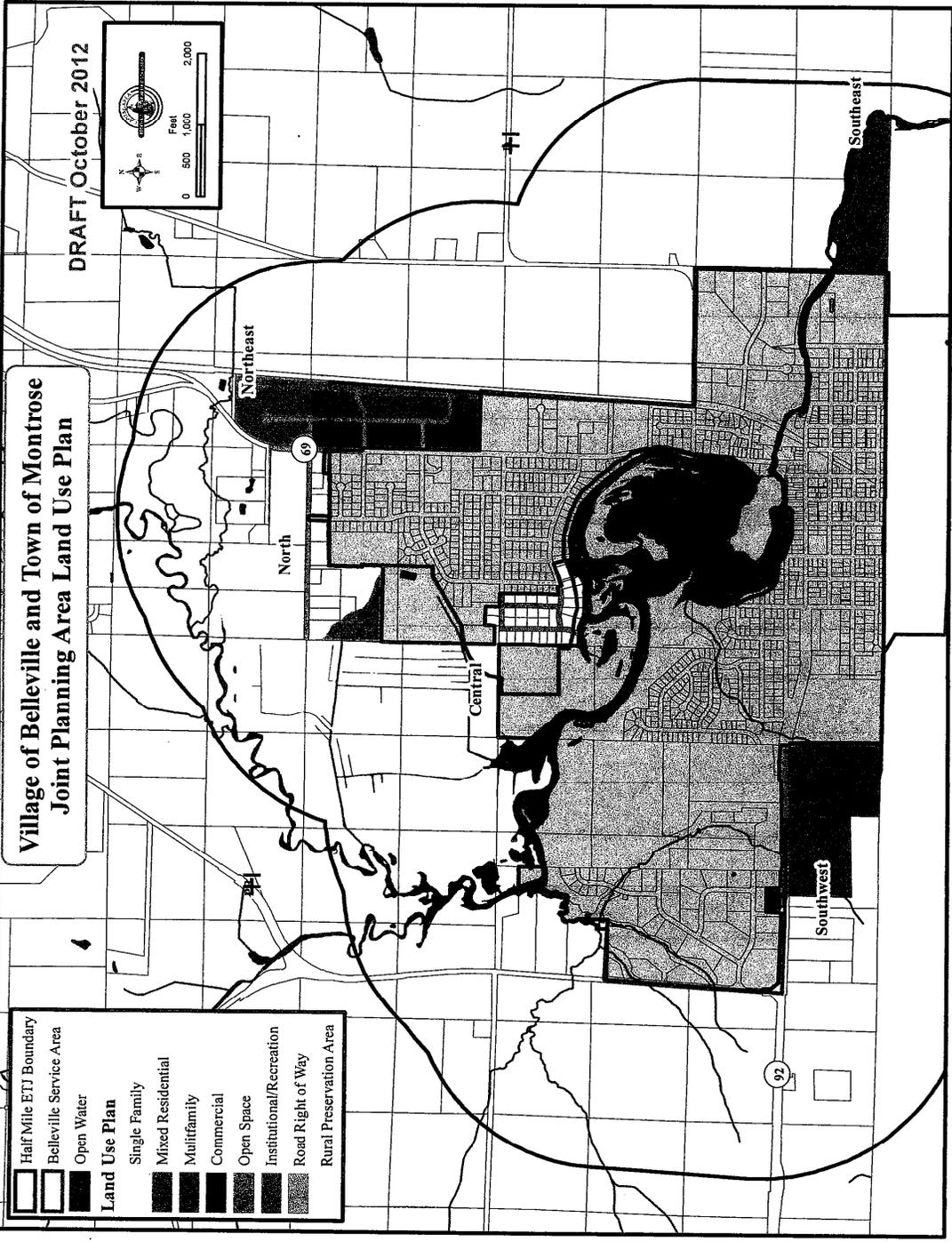
The Village of Belleville complies with the Americans with Disabilities Act (ADA):

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

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

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

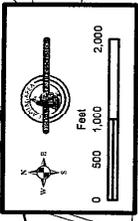
Final agenda will be posted by 4 p.m. Friday preceding the meeting at these locations:
Union Bank & Trust Co (UB&T), Sugar River Bank, Village Hall, Library, Village of Belleville Web site.



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

DRAFT October 2012

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



North

Northeast

Central

Southwest

Southeast

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AGREEMENT

SECTION 1: JOINT PLANNING

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

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

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

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

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

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

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

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

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

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

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

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

152 **2.9.5 Other duties as assigned.** In addition to the duties described above, the JPC shall also
153 perform such duties as may be assigned to it from time to time jointly by both the
154 governing boards of the Town and the Village.
155

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

158 **3.1 Annexation requests in Joint Planning Area:** In the event the Village and the Town both
159 incorporate the recommended Joint Neighborhood Plan in their respective Comprehensive
160 Plans, then neither the Village nor the Town may approve any official map, rezoning,
161 conditional use permit, land division or annexation that is inconsistent with the Joint
162 Neighborhood Plan or this Agreement. In the event the Village and the Town both
163 incorporate the recommended Joint Neighborhood Plan in their respective Comprehensive
164 Plans, the Town shall not object to or otherwise challenge any Village annexation of
165 territory in the Joint Planning Area that is consistent with the recommended Joint
166 Neighborhood Plan, and the Town shall cooperate with and support any Village application
167 to amend the Dane County Area Water Quality Plan to add such territory to the Village's
168 Urban Service Area.

169 **3.2 Services provided by each community:** Except as otherwise agreed or required by law,
170 the Town and Village acknowledge and agree that each community will continue to be
171 responsible for providing services to the residents of its community.
172

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

175 **4.1** No territory in the Rural Preservation Area shall be annexed by the Village during the term
176 of this Agreement.

177 **4.2** ~~If any lands in the Rural Preservation Area are annexed to the Village during the term of~~
178 ~~this Agreement, the Village shall pay annually to the town an amount equal to the amount~~
179 ~~of property taxes that the town levied on the annexed territory in the year in which the~~
180 ~~annexation is final, for the 5 years required under Wis. Stat. sec. 66.0217(34), plus five~~
181 ~~additional years. Notwithstanding anything else in this Agreement, the payments provided~~
182
183

184 for in this section shall be the Town's exclusive remedy for Village annexation of territory
185 in the Rural Preservation Area.

186
187 **SECTION 5: EXTRATERRITORIAL PLAT APPROVAL JURISDICTION**
188

189 5.1 **Extraterritorial Plat Approval Jurisdiction:** Plat approval in the Villages extraterritorial
190 plat approval jurisdiction shall be an area of joint concern. In the Village's extraterritorial
191 plat approval jurisdiction area, the following restrictions and limitations shall apply:

192 5.1.1 The Village will only exercise its extraterritorial plat approval jurisdiction authority within
193 the first one-half (0.5) mile of its one and one-half (1.5) miles extraterritorial jurisdiction.

194 5.1.2 Land divisions and zoning changes in the Village's extraterritorial plat approval
195 jurisdiction shall be consistent with the Town of Montrose Comprehensive Plan. Any
196 amendment to the Town of Montrose Comprehensive Plan relating to or affecting the
197 Village's extraterritorial plat approval jurisdiction shall be referred to the JPC for review
198 and recommendation prior to approval by the Town.
199

200 **SECTION 6: ANNEXATION MAINTENANCE OF ROADS AND AGRICULTURAL**
201 **PRACTICES**
202

203 6.1 If the Village annexes land which includes road right-of-way, but does not annex the full
204 width of the road, the Village shall negotiate, prepare and execute an Agreement specifying
205 the responsibilities for maintenance of such road in a fashion which minimizes the
206 inefficiency which otherwise might result from split responsibility for a length of roadway.

207 6.2 This Agreement recognizes that land use incompatibility problems may arise when new
208 residential development is established adjacent to pre-existing agricultural operations. The
209 Village and Town shall require their respective development agreements developers to
210 inform buyers for newly platted residential areas to contain developer's standards to inform
211 buyers of newly platted lots the potential impacts of noise, odor, dust, machinery, or traffic
212 that may result from nearby agricultural operations.
213

214 **SECTION 7: DANE COUNTY ACTIONS**
215

216 7.1 The parties recognize that Dane County has certain authority in land use planning and
217 regulation which neither party can control. However, each party agrees to oppose actively
218 any decisions or actions by Dane County which are inconsistent with the provisions of this
219 Agreement, or with their respective Comprehensive Plans.
220

221 **SECTION 8: GENERAL PROVISIONS**
222

223 8.1 **No third party beneficiary:** This Agreement is intended to be solely between the Town
224 and the Village. Nothing in this Agreement accords any third party any legal or equitable
225 rights whatsoever. A non-party shall not have standing to enforce this Agreement.

226 8.2 **Enforcement:** This Agreement is intended to provide each party with the right and
227 standing to challenge by court action (including action by *certiorari* or otherwise to declare
228 a governmental act invalid) any act of the other party that violates this Agreement. This
229 Agreement is intended to provide each party with the right and standing to seek any

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

255 **SECTION 9: EFFECTIVE DATE AND TERM OF THE AGREEMENT**

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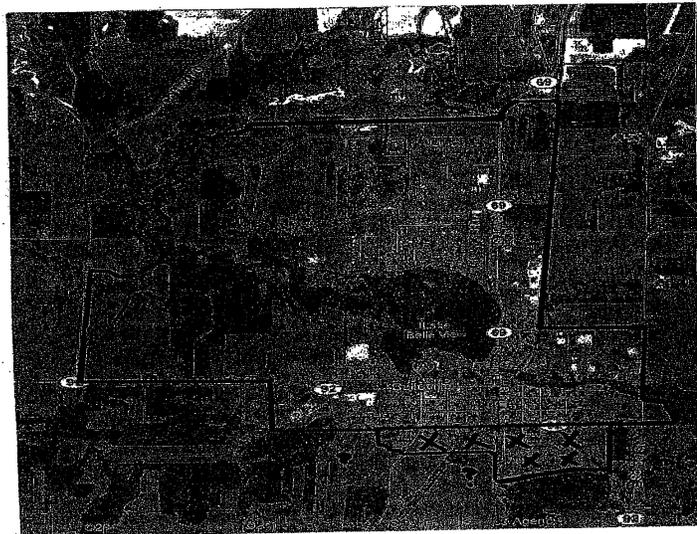
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1. APPENDIX A

JOINT PLANING AREA DESCRIPTION

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

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



**Village of Belleville-Town of Montrose Joint Planning Area Land Use Plan
October 2012 Discussion Draft
Amendment to the Village of Belleville Comprehensive Plan**

Introduction

This plan contains the first major amendment to the Village of Belleville Comprehensive Master Plan, since it was amended for the West side Development Plan in 2008. This amendment is generally made up of five undeveloped parcels and eight contiguous developed lots in the Town of Montrose, around the edges of the Village of Belleville. The Town of Montrose and the Village of Belleville have been working on an Intergovernmental Agreement for the past three years. Within the agreement it identifies a need for a Joint Neighborhood Plan for the Joint Planning Area.

This Joint Planning Area Neighborhood Plan (JPA) will become an amendment to the Village of Belleville Comprehensive Master Plan. The Joint Planning Plan includes a future land use map and description of the joint planning area. The JPA will eventually develop at an urban scale, and that development will be served by a full range of urban services, including municipal water and sewer services. Both the Town of Montrose and the Village of Belleville believe that this future development is most economically served with a full range of services provided by the Village of Belleville. The Town and Village also agree that the farmland located outside of the Joint Planning Area should remain in agricultural use as consistent with the Town of Montrose Comprehensive Plan.

Public Participation

This Amendment to the Comprehensive Plan will be adopted on _____, 201_, following a public hearing held on _____, 201_, as consistent with the guidelines laid out in the Public Participation Plan, which was adopted by the Village Board on March 3, 2003. This process included numerous meetings of the Town-Village Joint Planning Committee since December of 2009.

Environmental Scan

As part of the Intergovernmental Agreement planning process, areas on the edge of the Village considered for urbanization were excluded if the lands had wetlands, hydric soils and extensive floodplains. Most of the lands excluded were those areas north of the Village which were part of the large floodplain-wetland complex along the Sugar River and its tributaries.

Prime Farmland

Another important factor in the consideration of the Joint Planning Area was the quality of farmland. These included many of the lands east or west of the Village, which was considered for Agricultural Preservation by the Town of Montrose as expressed in their Comprehensive Plan.

Sub-Area Plans

The following describes the lands in the five sub-areas of the Joint Planning Area. Each Sub-Area will include a property description (location, ownership and size), existing and adjacent land uses, access and urban services, existing plans and proposed land use. Also see map.

Southwest Area

Property Description:

The property is located south of State Highway 92 and west of Belleville High School. The property includes land owned by the School District of Belleville (approximately 38 acres) and a 9-acre lot containing a single-family residence. The Southwest area also includes on small parcel on the north side of the highway containing a single-family residence.

Existing and Adjacent Land Uses:

The land, except for the two residences is currently farmed and is west of the playfields of Belleville High School and it is across State Highway 92 from the Westside Neighborhood, which is planned for commercial and residential development.

Access and Urban Services:

The parcel is adjacent to urban services, but 22 acres in the westerly part of the parcel is located outside the Belleville Urban Service Area. The parcel has two accesses to State Highway 92.

Existing Plans:

The part of the parcel south of State Highway 92 within the urban service area is planned for institutional use in the 2004 Village of Belleville Comprehensive Master Plan. The parcel on the north side of the highway is planned for residential use in the 2008 Amendment to the Comprehensive Plan.

Proposed Land Use:

The parcel is proposed for public use by the School District for future school building needs.

Southeast Area

Property Description:

The property is located east of Remy Road and south of the Sugar River. The land is owned by Donald Fahey and is the approximately 40 acres in area, part of a 170-acre farm. Part of the land is located within the 100-year floodplain of the Sugar River.

Existing and Adjacent Land Uses:

The land is currently farmed and is east and adjacent to Sugar River Park and the Belleville Wastewater Treatment Plant.

Access and Urban Services:

The parcel is adjacent to urban services, but it is located outside of the Belleville Urban Service Area. The parcel has access to Remy Road and State Highway 92.

Existing Plans:

This parcel is identified as "Resource Protection" in the Town of Montrose Comprehensive Plan, since much of the land is within the 100-year floodplain.

Proposed Land Use:

The parcel is proposed for public use by the Village for public works and utility and recreation use. No housing or business use is proposed.

Central Area

Property Description:

This sub-area is the Bell Rose Subdivision, located west of the Village limits and north of Lake Belle View. This subdivision containing 29 residentially developed rural lots, served by septic systems and private wells.

Existing and Adjacent Land Uses:

The area is completely developed in residential use and adjacent to a single-family residential neighborhood in the village.

Access and Urban Services:

This area is adjacent to urban services and it is located within the Belleville Urban Service Area. The parcel has access from both Karl Avenue and North Shore Drive.

Existing Plans:

The area is completely developed.

Proposed Land Use:

Belleville's Official Map indicates two future streets through or around the Bell Rose Subdivision. Officially-mapped streets mean that rights-of-ways would remain open for future street construction including the extension of urban services.

Northern Area

Property Description:

The sub-area is located north of the Village limits and west of State Highway 69. This sub-area is bisected east-west by Gehin Road. The area is split by two parts. The lands north of Gehin Road is undeveloped land about 30 acres in size, which is owned by either Gerald Gehin or Raymond Zweifel. The land south of Gehin Road includes rural lots containing eight single-family residences about 32 acres in size. The northern area of the JPA does not include the house owned by Gerald Gehin at the west end of Gehin Road.

Existing and Adjacent Land Uses:

The south half of the area is residential development, including eight single-family residences. The north half of the area is in agricultural use. Adjacent lands in the village are predominately single-family residential development.

Access and Urban Services:

This area is adjacent to urban services, but the whole area is located outside the Belleville Urban Service Area. The parcel has only one access point to State Highway 69.

Existing Plans: When the area would be developed with urban services from the Village, the Welch Street right-of-way north of the village would be improved, which would provide another access to the Northwest Area.

Proposed Land Use:

This area is proposed for low density (single-family) residential development with the provision of urban services and improvement of Gehin Road.

Northeast Area

Property Description:

The sub-area is located between State Highway 69 on the west and the Badger State Bike Trail on the east, north of the cemetery. The land is made up of two parcels: the 37-acre Raymond Zweifel property with a farm house and the Gerald Gehin property (33 acres).

Existing and Adjacent Land Uses:

The land, except for the farmhouse is currently farmed. This area is across Highway 69 from a fully developed commercially-zoned area.

Access and Urban Services:

This area is adjacent to urban services, but northern part of the area (about 35 acres) is located outside the Belleville Urban Service Area. The parcel has two accesses to State Highway 69.

Existing Plans:

The Zweifel portion of this area is identified in the 2004 Comprehensive Master Plan for industrial development with a small portion of the Gehin property is planned for mixed residential development. However, this area was also part of the Northeast Neighborhood Concept Plan, June 2007. The neighborhood plan shows a mixed commercial-residential development for the Zweifel property. This would feature commercial development fronting along Highway 69 with access from the back of the commercial lots. Multifamily residential development would face the same access street. A private linear-shaped open space would be established between the back of the multifamily housing and the Badger State Bike Trail.

Proposed Land Use:

This area is proposed for the uses proposed in the Northeast Neighborhood Concept Plan and extending the commercial-residential development concept northerly to the Gehin property.