

VILLAGE OF BELLEVILLE
SPECIAL MEETING of the VILLAGE BOARD
Monday, June 17, 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 – June 3, 2013 Village Board Meeting
 - b. Approval of Bills for June 2013 to Date
 - c. Approval of May Treasurer's Reports
 - d. Approval of Operator's License Applications for the 2013-15 Licensing Year:
 - i. Jonathan E. Roosli (The Nest)
 - ii. Ryan R. Kubly (J&M Bar)
 - iii. Connie K. Mullen (J&M Bar)
 - iv. Jackie E. Bodenmann (J&M Bar)
 - v. Breanne E. Karn (J&M Bar)
 - vi. Megan J. Pogue (J&M Bar)
 - e. Park Use Permit Application Request Village of Belleville/Chamber of Commerce for Community Park August 31 & September 1, 2013 for Lakefest 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
 - i. Lakefest 2013
 - b. Committee Appointments

11. **New Business:**

- a. **Resolution # 2013-06-02:** Resolution of Village Of Belleville, County Of Dane and Green, Wisconsin, Accepting a Grant Award from Dane County Environmental Council
- b. Petition Request for Direct Legislation Regarding Citizens United Decision

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

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

14. **Other Business:**

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

15. Adjournment

-By Howard Ward, Village President

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

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

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

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

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

MINUTES OF REGULAR VILLAGE OF BELLEVILLE BOARD MEETING
HELD MONDAY, JUNE 3, 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: Roger Hillebrand, Howard Ward, Gary Ziegler, Bonnie Wilcox, Daniel Rung, and Deb Kazmar. Absent: Ben O'Brien

Also present: Jean Tretow and Herb Blaser
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 Wilcox. Motion carried.*
 - a. Approval of Minutes – May 20, 2013 Village Board Meeting
 - b. Approval of Bills for May 2013
7. Committee Reports – No discussion.
8. President's Report – No discussion.
9. Administrator/Clerk/Treasurer's Report – Board of Review is June 5.
10. **Unfinished Business:**
 - a. **Lake / Pedestrian Bridge Projects Update & Issues** – Tretow asked about vegetation on the lake (west side of berm). Blaser has been chopping weeds south of the ball diamond on his own. President Ward said that two residents stopped him from taking out cattails and requested that it be discussed at Village Board. There seems to be just as many cattails in the center as last year in the shallow area. The DNR has been hesitant about the Village trying to get rid of them. One possibility is extending the lake restoration contract to cover the river side of things as well.

Pedestrian bridge – Meeting to held June 5.
 - b. **Hiring Process for Public Works Director** – The committee is interviewing three candidates June 4. A second interview with the top candidates may be held with Village Board on June 17. Seven applications were received.
 - c. **Committee Appointments** – None.
11. **New Business:**
 - a. **Resolution 2013-06-01: Awarding the Sale of \$3,870,000 General Obligation Refunding Bonds, Series 2013A: Providing the Form Of The Bonds; And Levying A Tax In Connection Therewith** – James Mann said that bonds were sold today to refund

the two outstanding Build America Bonds. Banker's Bank was the winning bidder. The blended rate is just under 2.6 percent, as low as .5 percent. Three bids were received. An extraordinary call provision was triggered when the federal government reduced the rebate rate. The Village's date payment in 2017 would also be "smoothed." The savings is about \$344,388. The majority of the savings falls to the TID district; most of the savings to the Village will be in 2017. There was a good savings in the underwriter's discount. Bond sale amount was \$3,855,000. *Trustee Ziegler made a motion to approve Resolution 2013-06-01; seconded by Trustee Wilcox. Motion passed on a roll call vote with Trustee Hillebrand abstaining.*

- b. **Approval of License Applications for Fermented Malt Beverages, Intoxicating Liquors, Cigarettes, Amusements and Beer Gardens / Sidewalk Cafes, for 2013-14 Licensing Year** – Little read the list of applicants for licenses (which was also published). Approval recommendations were also received from the building inspector, fire inspector and police chief. *Trustee Ziegler made a motion to approve the license recommendations presented; seconded by Trustee Kazmar. Motion carried.*
- c. **Approval of Operator's License Applications for the 2013-15 Licensing Year** – *Trustee Ziegler made a motion to approve the recommended list of operator's licenses as presented; seconded by Trustee Wilcox. Motion carried.*
- d. **Proposed Street Repair and Installation of Stormwater Inlet on West Main Street** - Trustee Ziegler said that the work was to repair the water leak from March. A request was received to install an additional stormwater inlet on Main Street. Water coming from uphill diverts two ways. Road repair must be done to state standards. While the road is under repair, it would be good time to add more stormwater improvements. *Trustee Ziegler made a motion to go ahead with West Main Street repair from the March water leak, with funds to come from the water utility emergency repair budget, and add an additional stormwater inlet in the vicinity with funds to come from stormwater utility, not to exceed \$14,871; seconded by Trustee Hillebrand. Motion carried.*
- e. **Proposed Masonry Repair at Old Library Repair** – Bids were received last year and the low bidder was still willing to do the work with a modest inflation increase. However, the Village attorney said the work must be re-bid.

12. **Adjourn to Closed Session** – Not held.

13. **Other Business:**

- a. Correspondence – Belleville has been ranked the number 3 Dane County suburb by *Madison Magazine*, and most affordable community.
- b. Announcements – President Ward will be gone week of June 15th. Little will be at a conference June 20-21.
- c. Future meeting dates were noted.

14. **Adjournment** – *Trustee Kazmar made a motion to adjourn; seconded by Trustee Wilcox. Motion passed unanimously. The meeting was adjourned by President Ward at 7:55 PM.*

By April Little, Administrator/Clerk/Treasurer

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

6/12/2013 10:28 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 6/01/2013 From Account:
Thru: 6/12/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
20438	6/11/2013	*** Test Check ***	0.00
		Test Check *** VOID *** VOID *** VOID *** VOID ***	
20439	6/11/2013	ALLIANT ENERGY/WP&L (3) ACCT # 167309-010	2,429.63
20440	6/11/2013	APRIL LITTLE REIMBURSEMENT	44.19
20441	6/11/2013	BAER INSURANCE INV # 22552 LIABILITY & W/C	12,953.00
20442	6/11/2013	BAKER & TAYLOR ACCT # L3966642	161.56
20443	6/11/2013	BAKER & TAYLOR ACCT # L5105032	112.98
20444	6/11/2013	BAKER TILLY VIRCHOW KRAUSE LLP CLIENT #1812217	3,005.00
20445	6/11/2013	BELLEVILLE MUNICIPAL WATER DEPT ACCT # 049-0101-00	1,274.78
20446	6/11/2013	BELLEVILLE MUNICIPAL WATER DEPT (2)	92.96
20447	6/11/2013	BELLEVILLE PRINTING COMPANY, INC. INV # 29783 ENVELOPES	40.67
20448	6/11/2013	BRONNA LEHMANN JUNE 4 BEYOND THE PAGE MTG - MCF	43.54
20449	6/11/2013	BUCKY'S PORTABLE TOILETS, INC. INV # 38892 BIKE TRAIL THRU 6-24-13	294.46
20450	6/11/2013	BURRESON'S FOODS FOOD PANTRY MILK VOUCHERS	441.89
20451	6/11/2013	CATE MACHINE AND WELDING, INC. INV # 38170 PARKS	28.55
20452	6/11/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	284.63
20453	6/11/2013	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015586	133.48
20454	6/11/2013	CINTAS CORPORATION LOC. 446 ACCT # 446-32222	311.80
20455	6/11/2013	CITGO FLEET # 131801342	1,239.19
20456	6/11/2013	CITGO (2) FLEET # 132004243	1,179.91

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ALL Checks

Posted From: 6/01/2013 From Account:
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Check Nbr	Check Date	Payee	Amount
20457	6/11/2013	CONNIE JAMESON MAY CLEANINGS	100.00
20458	6/11/2013	DANE COUNTY CLERK 2013-2014 DANE CTY DIRECTORIES (17)	34.00
20459	6/11/2013	DANE COUNTY TREASURER MAY COURT	80.00
20460	6/11/2013	DEAN CLINIC ACCOUNT # 101010920	1,608.00
20461	6/11/2013	DEBRA FREEMAN JUNE 5TH-TRIVIA @ SUN PRAIRIE LIBRARY	38.70
20462	6/11/2013	FRONTIER (2) 608-424-3545-010165-5	227.98
20463	6/11/2013	GHC-SCW JULY PREMIUM - R FURMAN	573.80
20464	6/11/2013	GORDON FLESCH CO., INC. CUSTOMER # 10V743	194.14
20465	6/11/2013	HAWKINS , INC. INV # 3474529 CHEMICALS	706.54
20466	6/11/2013	HUGHES FLOORING INV # 28326	1,760.00
20467	6/11/2013	INGRAM LIBRARY SERVICES CUSTOMER # 20N5944	10.11
20468	6/11/2013	JERRY BUTTS REIMBURSE UPS CHARGE	32.89
20469	6/11/2013	L.W. ALLEN, INC. INV 094779 UNPLUG LIFT STATION PUMP	268.75
20470	6/11/2013	MIDWEST TAPE ACCT # 2000006488	636.73
20471	6/11/2013	NEWS PUBLISHING COMPANY, INC. PW NOTICES	798.07
20472	6/11/2013	NORTH SHORE BANK,FSB JUNE 12TH PAYROLL	250.00
20473	6/11/2013	NORTHERN LAKE SERVICE, INC. INV # 234396	83.40
20474	6/11/2013	PELLITTERI ACCOUNT # 660665	10,475.10
20475	6/11/2013	PELLITTERI ACCOUNT # 664244	29.50

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ALL Checks

Posted From: 6/01/2013 From Account:
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Check Nbr	Check Date	Payee	Amount
20476	6/11/2013	POLLARDWATER.COM CUSTOMER # B017046	653.38
20477	6/11/2013	PROFESSIONAL EQUIPMENT & SUPPLY REC # 35491	244.60
20478	6/11/2013	QUILL CORPORATION CUSTOMER # C264557	110.91
20479	6/11/2013	REINDERS, INC. ORDER # 1434334-01	1,158.97
20480	6/11/2013	ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FARM & FLEET	261.00
20481	6/11/2013	STATE OF WISCONSIN MAY COURT	222.00
20482	6/11/2013	SUGAR RIVER BANK BUTTS	200.00
20483	6/11/2013	THE MINNESOTA LIFE INSURANCE COMPANY JULY 2013 PREMIUM	428.47
20484	6/11/2013	U.S. CELLULAR ACCT # 216554799	51.40
20485	6/11/2013	U.S. CELLULAR ACCT # 335032686	24.32
20486	6/11/2013	VISA ACCT # 2884	70.00
20487	6/11/2013	WALTER C. STEELE VILLAGE HALL A/C UNIT - NO TAX	890.68
20488	6/11/2013	WI DNR CUSTOMER # 920331	125.00
20489	6/11/2013	WISCONSIN DEPARTMENT OF NATURAL RESOURCES INV # 113116410 WASTE PROGRAM LIC FEE	165.00
20490	6/11/2013	WISCONSIN DEPARTMENT OF NATURAL RESOURCES INV # 113001240 LAB/WASTEWATER FEES	1,983.79
20491	6/11/2013	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC JUNE DUES # 243	79.50
20492	6/11/2013	WISCONSIN RURAL WATER ASSOCIATION TRAINING - DIEDERICH INV # 2118	251.08
20493	6/11/2013	WJZ CLEANING, LLC INV # 6314 MAY CLEANINGS	240.00
20494	6/11/2013	WJZ CLEANING, LLC (2) INV # 6315 MAY CLEANINGS	425.00

6/12/2013 10:28 AM

Reprint Check Register - Quick Report - ALL

Page: 4
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 6/01/2013 From Account:
Thru: 6/12/2013 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACHJUNEDENT	6/10/2013	DENTAL INSURANCE	1,588.14
	Manual Check	ACH DENTAL INS JUNE PREMIUM	
		Grand Total	51,153.17

GENERAL FUND CHECKING

ALL Checks

Posted From: 6/01/2013 From Account:
Thru: 6/12/2013 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	26,471.73
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	10,682.43
Total Expenditure from Fund # 600 - WATER & SEWER	11,499.69
Total Expenditure from Fund # 650 - STORM WATER UTILITY	28.78
Total Expenditure from Fund # 900 - LIBRARY	2,454.05
Total Expenditure from Fund # 950 - CEMETERY FUND	16.49
Total Expenditure from all Funds	51,153.17

MAY 2013 TREASURER'S REPORT

	CHECKING	SAVINGS	CD ACCOUNTS	TOTALS
Account Balances:				
General Fund (100)	\$453,579.52	\$0.00		\$453,579.52
Debt Services (300)	\$310,765.44	\$0.00		\$310,765.44
Debt Service Reserve Funds	\$186,636.54			\$186,636.54
Capital Projects (500)	\$88,755.46	\$0.00		\$88,755.46
TIF 3 (510)	-\$239,785.28	\$50,764.60		(\$189,020.68)
TIF 4 (520)	-\$15,371.68	\$0.00		(\$15,371.68)
TIF 5 (530)	-\$16,295.93	\$0.00		(\$16,295.93)
Waste Management (550)	\$41,505.28	\$0.00		\$41,505.28
Water/Sewer (600)	\$563,739.27	\$443,243.31		\$1,006,982.58
Stormwater (650)	-\$21,291.74	\$0.00		(\$21,291.74)
CDA (720)	\$8,546.17	\$363,483.23		\$372,029.40
Lake Restoration (800)	\$9,707.19	\$0.00		\$9,707.19
Library (900)	\$178,710.92	\$0.00	\$99,397.00	\$278,107.92
Cemetery (950)	\$25,526.60	\$24,852.77		\$50,379.37
	<u>\$1,574,727.76</u>	<u>\$882,343.91</u>	<u>\$99,397.00</u>	<u>\$2,556,468.67</u>
Prior Month End Balance	\$1,615,524.45	Debits	Credits	
Expenditures:		\$80,154.78		
Payroll		\$86,336.77		
Receipts:			\$125,272.21	
April Interest			\$422.65	
Month End Balance	\$1,574,727.76			

May 31, 2013

Treasurer's Report for Fund 600 - Water and Sewer

Acct #	Acct Name	Previous Balance	Current Transactions	Running Balance
600-00-11101-000-000	CASH	114,634.79	-776.00	113,858.79
600-00-21200-000-232	Vouchers Payable from 2012	-8,415.72	0.00	-8,415.72
	TOTAL CASH	106,219.07	-776.00	105,443.07

WATER				
600-00-11109-005-000	Water Projected Projects	0.00		0.00
600-00-11110-007-000	Savings Water - Undesignated	29,532.30		29,532.30
600-00-11110-008-000	Savings Water - Reserve	34,885.43		34,885.43
	Water Receipts + Private Fire Prot Receipts	71,591.04	15,952.87	87,543.91
	Public Fire Protection Receipts	36,072.27	8,184.27	44,256.54
	Misc Rcpts (Bulk water, NSF, Meter Reconn, Tower)	8,044.18	1,237.50	9,281.68
	Interest Earned	441.85	93.60	535.45
	Expense	-74,362.46	-13,627.68	-87,990.14
	Prepaid Expenses	0	0	0
	TOTAL WATER CASH ACCOUNTS	106,204.61	11,840.56	118,045.17

SEWER				
600-00-11103-000-000	Current Sewer Connection Fee	776.00	0.00	776.00
600-00-11104-000-000	Wastewater Plant Repair & Replacement Cash	257,163.58	0.00	257,163.58
600-00-11109-000-000	Clean Water Redemption Acc (Tx in from Cash)	674,222.18	55,000.00	729,222.18
600-00-11101-000-000	Clean Water TX from Cash to Redemption Acct	-220,000.00	-55,000.00	-275,000.00
600-00-11109-000-000	Less Clean Water Debt Pd (April & Oct)	-543,438.38	0.00	-543,438.38
600-00-11110-002-000	Savings Prior R&R Fund	105,339.00		105,339.00
600-00-11110-003-000	Savings Set Aside Connection Fee	168,041.78		168,041.78
600-00-11110-006-000	Savings Sewer Reserve	105,444.80		105,444.80
	Sewer Receipts	274,866.99	64,155.01	339,022.00
	Deduct Meter Receipts	175.00	875.00	1,050.00
	Misc Rcpts (NSF, Meter Reconn)	1,397.29	37.50	1,434.79
	Interest Earned	662.80	140.40	803.20
	Expense	-89,848.31	-16,282.30	-106,130.61
	Misc Exp (Sewer Use Adj Refund, NSF back to AR)		0.00	0.00
	Prepaid Expenses	0.00	0.00	0.00
				0.00
	TOTAL SEWER CASH ACCOUNTS	734,802.73	48,925.61	783,728.34

600-00-11800-000-000	Petty Cash (Jerry)	25.00	0.00	25.00
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Total Cash and Marketable Securities

947,251.41

1,007,241.58

Fund: 600 - WATER & SEWER
Report Date: 05/31/2013

Account Number		Debit	Credit
600-00-11101-000-000	TREASURERS CASH - CHECKING SRB	120,249.89	
600-00-11103-000-000	CURRENT SEWER CONNECTION FEE	776.00	
600-00-11104-000-000	WWTP REPAIR & REPLACEMENT CASH	257,163.58	
600-00-11108-300-001	TREASURER'S CDs		
600-00-11108-300-002	TREAS CDs - WATER		
600-00-11109-000-000	CLEAN WATER REDEMPTION ACCOUNT	185,783.80	
600-00-11109-005-000	WATER PROJECTED PROJECTS		
600-00-11110-002-000	SAVINGS PRIOR R&R FUND	105,339.00	
600-00-11110-003-000	SAVINGS SET ASIDE CONNECT FEE	168,041.78	
600-00-11110-006-000	SAVINGS SEWER RESERVE	105,444.80	
600-00-11110-007-000	SAVINGS WATER UNDESIGNATED	29,532.30	
600-00-11110-008-000	SAVINGS WATER RESERVE	34,885.43	
600-00-11800-000-000	PETTY CASH FUND	25.00	
CASH AND MARKETABLE SECURITIES		1,007,241.58	
600-00-13100-000-142	CUSTOMER ACCOUNTS RECEIVABLE	130,090.28	
600-00-13105-000-142	ACCTS REC. OTHER		
ACCOUNTS RECEIVABLE		130,090.28	
600-00-14000-000-183	CONSTRUCTION/SEWER		
OTHER ASSETS & DEFERRED DEBITS			
600-00-15100-000-145	DUE FROM GENERAL FUND		
DUE FROM OTHER FUNDS			
600-00-16110-000-150	WATER MATERIALS AND SUPPLIES	8,723.00	
600-00-16110-000-165	Prepaid Expenses - Water		
600-00-16110-000-166	Prepaid Expenses - Sewer		
600-00-16111-000-184	DEBT ISSUE COSTS - 08 NOTE	11,749.00	
600-00-16111-000-185	DEBT ISSUE COSTS - 2010 BAN	8,962.00	
INVENTORIES		29,434.00	
600-00-18112-000-310	LAND & LAND RIGHTS	11,096.80	
600-00-18112-000-314	WELLS & SPRINGS	8,056.67	
600-00-18113-000-321	WATER PUMPING PLANT STRUCTURE	48,067.46	
600-00-18113-000-325	WATER ELECTRIC PUMPING EQUIP	49,968.61	

Fund: 600 - WATER & SEWER
Report Date: 05/31/2013

Account Number		Debit	Credit
600-00-18113-000-328	WATER COMBUSTION PUMP EQUIP	1,087.39	
600-00-18114-000-332	WATER TREATMENT EQUIP	2,924.12	
600-00-18114-001-343	MAINS - CONTRIBUTED	1,148,528.00	
600-00-18114-001-345	SERVICES - CONTRIBUTED	162,781.00	
600-00-18114-001-348	HYDRANTS - CONTRIBUTED	145,004.00	
600-00-18115-000-340	WATER LAND & LAND RIGHTS	2,925.50	
600-00-18115-000-342	STANDPIPE	48,624.49	
600-00-18115-000-343	WATER MAINS	2,148,586.00	
600-00-18115-000-345	WATER SERVICES	919,164.72	
600-00-18115-000-346	WATER METERS	353,705.40	
600-00-18115-000-348	WATER HYDRANTS	253,661.61	
600-00-18115-000-349	WATER FOUNTAINS & BASINS	48.02	
600-00-18115-000-394	PROPERTY FOR FUTURE USE	30,000.00	
600-00-18116-000-371	WATER STRUCTURES & IMPROVEMENT	154.52	
600-00-18116-000-372	WATER OFFICE EQUIPMENT	7,125.92	
600-00-18116-000-379	WATER MISC. EQUIPMENT	15,547.80	
600-00-18116-000-395	WATER SYSTEM STUDY	7,000.00	
600-00-18116-000-396	SCHOOL ST 08 W	89,635.36	
600-00-18116-000-397	SCADA	15,345.00	
600-00-18390-000-110	WATER ACCUMULATED DEPRECIATION		431,665.87
600-00-18390-002-110	ACCUMULATED DEPRECIATION CIAC		292,290.00
WATER UTILITY PLANT		4,745,082.52	
600-00-19112-000-312	SEWER SERVICE CONNECTIONS	113,234.12	
600-00-19112-000-313	SEWER COLLECTING SYSTEM	3,773,795.49	
600-00-19112-000-315	SEWER FORCE MAINS	153,446.75	
600-00-19112-000-316	SEWER OTHER COLLECTING EQUIP	28,247.27	
600-00-19113-000-320	SEWER LAND & LAND RIGHTS PUMP	500.00	
600-00-19113-000-323	SEWER ELECTRIC PUMP EQUIP	460,332.47	
600-00-19114-000-330	SEWER LAND & LAND RIGHTS TREAT	29,650.00	
600-00-19114-000-331	SWR TREATMENT & DISPOSAL PLANT	841,660.80	
600-00-19114-000-332	SWR PRELIM TREAT EQUIP	1,337,322.71	
600-00-19114-000-333	SWR PRIMARY TREATMENT EQUIP	78,920.76	
600-00-19114-000-334	SWR SECONDARY EQUIP	4,578,341.97	
600-00-19114-000-336	SWR CHLORINATION EQUIP	331,970.77	
600-00-19114-000-337	SWR SLUDGE/DISPOSAL EQUIP	249,615.32	
600-00-19114-000-338	SWR PLANT SITE PIPING	1,282,242.33	

Fund: 600 - WATER & SEWER
Report Date: 05/31/2013

Account Number		Debit	Credit
600-00-19114-000-339	SWR FLOW METERING EQUIP	27,483.70	
600-00-19114-000-340	SWR OUTFALL SEWER PIPES	18,529.11	
600-00-19114-000-346	SWR DEDUCT METERS	8,369.96	
600-00-19115-000-371	SWR STUCTURES & IMPROVEMENTS	18,312.66	
600-00-19115-000-372	SWR OFFICE EQUIPMENT	37,991.58	
600-00-19115-000-373	SWR TRANSPORTATION EQUIP	107,767.33	
600-00-19115-000-379	SWR MISC EQUIP	92,849.43	
600-00-19116-901-395	SEWER PLANT STUDY UPGRADE		
600-00-19116-902-395	NESSSI	7,855.39	
600-00-19390-000-110	ACCUMULATED DEPRECIATION		2,919,619.00
600-00-19390-000-183	ACCUMULATED DEPRECIATION		
SEWER UTILITY		10,658,820.92	
TOTAL ASSETS		16,570,669.30	
600-00-21200-000-000	VOUCHERS PAYABLE		
600-00-21200-000-232	VOUCHERS PAYABLE		1,983.82
600-00-21200-000-238	VOUCHERS PAYABLE		3,494.80
ACCOUNTS PAYABLE			5,478.62
600-00-22300-000-222	WELL LAND ADVANCE		16.00
600-00-22300-000-223	PEARL ST ADVANCE		
600-00-22300-000-224	SEWER ADVANCE		
600-00-22300-000-226	SCADA SYSTEM LOAN		24,606.00
600-00-22300-000-227	WTR SCHOOL ST- 08 NOTE		520,421.00
600-00-22300-000-228	WTR CONTINUITY- 08 NOTE		54,205.00
600-00-22300-000-229	WTR UNDESIG- 08 NOTE		15,374.00
600-00-22300-000-230	2010 NOTE - HWY 92		325,000.00
600-00-22400-000-237	INTEREST ACCRUED		30,851.00
600-00-22500-000-224	CLEAN WATER FUND		631,873.14
600-00-22500-000-225	CLEAN WATER FUND NEW PLANT		5,242,933.91
600-00-22500-000-226	SWR SCHOOL ST - 08 NOTE		30,215.00
600-00-22500-000-227	SWR CONTINUITY - 08 NOTE		4,185.00
600-00-22500-000-228	SWR UNDESIG-08 NOTE		600.00
LONG TERM DEBT			6,880,280.05

Fund: 600 - WATER & SEWER
Report Date: 05/31/2013

Account Number		Debit	Credit
600-00-25100-000-236	TAXES DUE TO GENERAL FUND		58,417.00
600-00-25100-000-253	WATER PSC/CIAC		50,787.00
600-00-25101-425-000	AMORTIZ OF REG LIABILITY (REV)		41,553.00
DUE TO OTHER FUNDS			150,757.00
TOTAL LIABILITY			7,036,515.67
600-00-31100-000-200	WATER CAPITAL PD IN BY MUNICIP		
600-00-31100-000-201	SEWER CAPITAL PD BY MUNICIP		
600-00-31200-000-271	CONTRIBUTE AID OF CONST WATER		
600-00-31200-000-272	CONTRIBUT AID OF CONST SEWER		
CONTRIBUTED CAPITAL			
600-00-33900-000-216	UNAPPROPRIATED EARNED SURPLUS		9,120,042.75
600-00-33900-001-216	UNAPPROP SURPLUS-CONTRIBUTED		
600-00-33900-002-216	UNAPPROP EARNED SURPLUS CIAC		
600-00-33901-000-000	WWTP REPAIR & REPLACEMENT FUND		
RETAINED EARNINGS			9,120,042.75
600-00-34200-000-000	NET INCOME/EXPENSE SUMMARY		660,855.72
FUND BALANCE			660,855.72
TOTAL FUND EQUITY			9,780,898.47
	2013 Revenues		493,449.81
	2013 Expenditures	740,194.65	
GRAND TOTALS		17,310,863.95	17,310,863.95

J+M

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

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

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

Form with fields for Name of Applicant (Breanne Elizabeth Karn), Address, Age, Date of Birth, License #, License type (New Operator's License), Responsible Beverage Course completion (Yes 2013), Offense details (Underage Drinking, Aug 4, 2009, Green County), Notary Public signature (Donna J Anderson), and Office Use Only section.

J+M Bar

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

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

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

Form with fields for Name of Applicant (Jackie E. Bodenmann), Address, Age, Date of Birth, Driver's License #, License type (Renewal Operator's License selected), Responsible Beverage Course completion status, Offense details (Drunk Driving), and Notary Public information.

The Nest

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

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN: I hereby apply for a license to serve, from date hereof to June 30, 2015, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

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

Form with fields for Name of Applicant (Jonathan E Roosli), Address, Phone Number, Age, Date of Birth, Driver's License, License type (Renewal Operator's License selected), and a section for offenses. Includes a notary signature block for Jonathan Roosli and a notary public signature for Maurice J. Martens.

J+M Beer

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

TO THE BOARD OF THE VILLAGE OF BELLEVILLE, WISCONSIN: I hereby apply for a license to serve, from date hereof to June 30, 20 15 inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by WI Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors be granted to me.

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

Form with fields for Name of Applicant (Ryan R Kubly), Address, Phone Number, Date of Birth, Driver's License #, License type (Renewal Operator's License - \$25.00), Responsible Beverage Course completion status, and Notary Public signature (Darlene M. Hendrickson).

J+M Bar

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

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

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

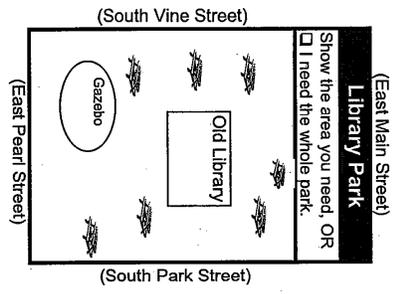
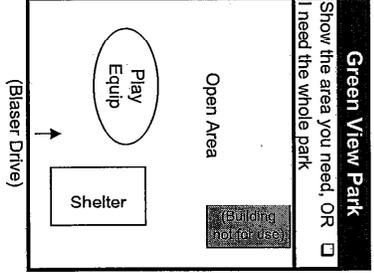
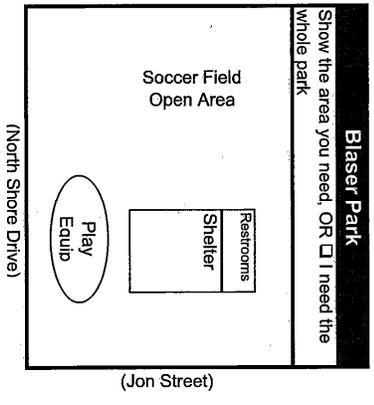
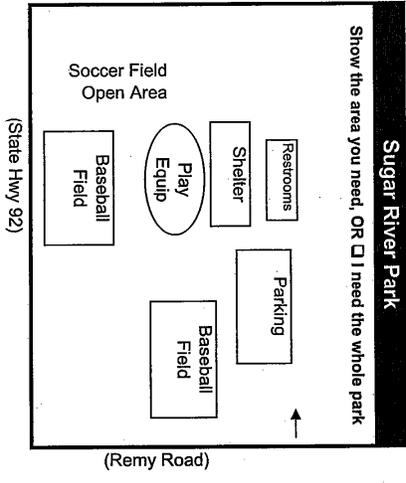
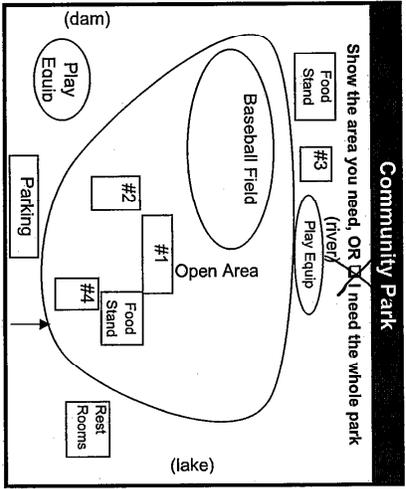
Form with fields for Name of Applicant (Connie K Mullen), Address, Phone Number, License type (Renewal Operator's License selected), and signature of applicant (Connie Mullen) and notary public (Randi Hoagland).



Village of Belleville Permit for Park or Shelter or Building Use

BOX 1 - CONTACT INFORMATION	
Name: <u>April Little/Peterson</u>	Company or Group Name (if Applicable): <u>Village of Belleville/Chamber</u>
Address:	City / State / Zip:
Work Phone:	Home or Cell Phone:
Email:	Dates and times you need the park, shelter or building: <u>August 31 + Sept. 1</u>
Best way to reach me is: <input type="checkbox"/> Phone <input type="checkbox"/> Email	How many people will use the park? <u>@ 1000</u>
Signature: <u>April Little</u>	Rental of portable toilets may be required depending on group size and duration of event. (determined by Public Works)
	Date: <u>6/12/13</u>
BOX 2 - APPLICATION	
A. PARK USE Mark Area of Use on Map	FEES:
<input checked="" type="checkbox"/> Community Park - <u>whole park</u> <input type="checkbox"/> Blaser Park <input type="checkbox"/> Sugar River Park (<u>set up Aug 31</u>) <input type="checkbox"/> Green View Park <input type="checkbox"/> Library Park	Park Use security deposit = \$100, to be returned assuming area is clean and damage free after use. Rental of portable toilets may be required depending on size and duration of event. (determined by Public Works)
B. SHELTER USE Circle Shelter #	FEES:
<input type="checkbox"/> Community Park #1 #2 #3 #4 <input type="checkbox"/> Blaser Park #1 <input type="checkbox"/> Sugar River Park #1 <input type="checkbox"/> Green View Park #1	Shelter Use fee = \$40 resident, \$50 non-resident Shelter security deposit = \$100 separate check, to be returned assuming area is clean and damage free after use.
C. BUILDING USE	FEES: No Charge
<input type="checkbox"/> Old Library Ground Floor Only <input type="checkbox"/> Village Hall Back Meeting Room	
BOX 3 - RETURN THIS FORM TO:	
Mail: 24 W. Main Street, P.O. Box 79, Belleville WI 53508	
Fax: 608-424-3423	Email: info@villageofbelleville.com
Drop Box: At 24 W. Main Street, 24 hours / day	Questions: 608-424-3341
BOX 4 - APPROVALS	
Your request has been:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
<input type="checkbox"/> Approved with these Conditions:	
Permit issued by:	Approval date:
BOX 5 - OFFICE USE ONLY	
Date Received:	By:
	Fee: \$ <input type="checkbox"/> Paid Check #
Approved by:	
Public Works:	
Police:	
Village Board:	<i>If whole park is reserved</i>
Action / Recommendations / Instructions:	
Reference: Ch. 390	

(Park size and objects not to scale)



**Village of Belleville
Public Works and Parks Committee Meeting
June 3, 2013
Minutes**

Present: Gary Ziegler, Daniel Rung, April Little

Absent: Ben O'Brien, Jerry Butts

Guests:

Meeting Called to Order by Gary Ziegler at 6:33 p.m.

Approval of Minutes – Motion by Daniel Rung, seconded by Gary Ziegler to approve the May 21, 2013 Public Works and Parks Committee meeting minutes. Motion carried.

Visitors Wishing to Speak on Items Not on the Agenda – There were no visitors wishing to speak on items not on the agenda.

Visitors Wishing to Speak on Agenda Items – There were no visitors wishing to speak on items on the agenda.

Old Business

Public Works Director Hiring Process/Schedule – The Public Works and Parks Committee reviewed the Interview Questions for the Public Works Director Position. Several changes were suggested. Gary Ziegler will make the changes prior to the Tuesday, June 4, 2013 interviews.

New Business

Main Street Road Repairs/Additional Stormwater Inlet – The Public Works and Parks Committee reviewed the Engineer's Estimate of Probable Cost for the STH 69/92 Water Main Leak Project. The estimated cost is \$14,871.60. The estimated cost also includes an additional stormwater inlet on the North side of Main Street and an additional 40' of storm water line. The street repair costs will be taken from the Water Utility budget. The stormwater costs will be taken from the Stormwater Utility budget. **Motion y Daniel Rung, seconded by Gary Ziegler to recommend to the Village Board the street repair and stormwater utility Project as outlined in the Engineer's Estimate of Probable Cost for the STH 69/92 Water Main Leak Project document with funding to be taken from the Water Utility and Stormwater Utility budgets (amounts to be determined). Motion carried.**

The Public Works and Parks Committee will meet on the following dates:

Tuesday, June 4, 2013 – 6:00 p.m. – Village Hall
Tuesday, June 25, 2013 – 6:00 p.m. – Village Hall
Monday, July 29, 2013 – 6:00 p.m. – Village Hall

Motion by Daniel Rung, seconded by Gary Ziegler to adjourn (6:46 p.m.). Motion carried.

Respectfully submitted,

Gary J. Ziegler, Chair
Public Works and Parks Committee

**Village of Belleville
Public Works and Parks Committee Meeting
June 4, 2013
Minutes**

Present: Gary Ziegler, Ben O'Brien, Daniel Rung, Jerry Butts, April Little

Absent:

Guests: Tom Siebers

Meeting Called to Order by Gary Ziegler at 6:01 p.m.

Visitors Wishing to Speak on Items Not on the Agenda – There were no visitors wishing to speak on items not on the agenda.

Visitors Wishing to Speak on Agenda Items – There were no visitors wishing to speak on items on the agenda.

Old Business

New Business

ADJOURN TO CLOSED SESSION per WI Stats 19.85(1)(c)... Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility

Public Works Director Interviews

Motion by Ben O'Brien, seconded by Daniel Rung to ADJOURN TO CLOSED SESSION per WI Stats 19.85(1)(c)... Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Motion carried 3 – 0 by Roll Call Vote: O'Brien – Yes; Rung – Yes; Ziegler – Yes.

RECONVENE to Open Session to act on the remainder of the agenda items

Motion by Ben O'Brien, seconded by Daniel Rung to RECONVENE to Open Session. Motion carried

Public Works Director Interviews – Gary Ziegler reported that the Public Works and Parks Committee, Tom Siebers, April Little and Jerry Butts interviewed three (3) candidates for the Public Works Director position. The Public Works and Parks Committee will meet on June 10, 2013 to make a recommendation to the Village Board.

The Public Works and Parks Committee will meet on the following dates:

Monday, June 10, 2013 – 6:30 p.m. – Village Hall
Tuesday, June 25, 2013 – 6:00 p.m. – Village Hall
Monday, July 29, 2013 – 6:00 p.m. – Village Hall

Motion by Ben O'Brien, seconded by Daniel Rung to adjourn (9:57 p.m.). Motion carried.

Respectfully submitted,

Gary J. Ziegler, Chair
Public Works and Parks Committee

April Little

From: Siggi Sigmarsson [Siggi@ma-rs.org]
Sent: Tuesday, June 11, 2013 12:37 PM
To: James R. Havel
Cc: howardward@gmail.com; Jerry Butts; 'settertech'; Steve Hjort; April Little; Troy C. Anderson
Subject: RE: 1428-10 Progress meeting 2 minutes
Attachments: WestLakeCattailControl_06-11-2013.pdf

James and Troy,

Regarding the cattails on the west side of the berm, please note that the Village is only interested in looking at control on the area south of the river coming into the lake. The areas in the island pockets north of the river are also full of cattails but are not subject to the same level of urgency for control as the lake proper (see figure for clarification). Summary of options and costs are appreciated.

Thanks,

Siggi Sigmarsson, P.E., LEED AP
Water Resources Engineer
siggi@ma-rs.org | <http://www.ma-rs.org>

Montgomery Associates Resource Solutions, LLC
119 South Main Street | Cottage Grove, WI 53527
Phone: (608) 839-4422
Fax: (608) 839-3322
Cell: (608) 695-2404

From: James R. Havel [mailto:jhavel@releeinc.com]
Sent: Tuesday, June 11, 2013 10:06 AM
To: Siggi Sigmarsson
Cc: howardward@gmail.com; 'Jerry Butts'; 'settertech'; Steve Hjort; 'April Little'; Troy C. Anderson
Subject: RE: 1428-10 Progress meeting 2 minutes

Hi Siggi,

I just wanted to let you know that we plan on conducting herbicide applications for reed canary grass in Belleville later this week. We had hoped to get there last week, but we ran out of time. Right now Thursday and Friday look good.

On a side note, NES has hired a restoration ecologist to replace Adam in the southern portion of the state. Troy Anderson, formerly of Applied Ecological Services, began working for us on May 28th. Troy has 15+ years of experience in restoration ecology and will be a great addition to our team. He will likely be calling you shortly to touch base and discuss the project since he will be overseeing its progress.

Troy will also be looking at the cattail stand west of the berm in more detail. Once he reviews the area we should be able to provide some options and costs for addressing the issue.

6/12/2013

Please let me know if you have any questions. Thank you.

James

James Havel
NES Ecological Services
WDNR Assured Wetland Delineator
Senior Ecologist
Office – (920) 499-5789
Direct – (920) 544-4431
Cell – (920) 609-7998
jhavel@releeinc.com

From: Steve Hjort [mailto:shjort.erc@charter.net]
Sent: Saturday, June 08, 2013 2:19 PM
To: 'April Little'; 'Siggi Sigmarsson'; James R. Havel
Cc: howardward@gmail.com; 'Jerry Butts'; 'settertech'
Subject: RE: 1428-10 Progress meeting 2 minutes

April,

I assume that you are looking for costs for cattail management for the “public” wetlands west of the berm along the new river channel from NES? It would make the most sense to have NES manage both sides of the berm. Another option would be to have public or a “friends” group hand pull the smaller plants as a way of giving back to the community and being part of the restoration. Getting local groups involved at this time may provide the long-term solution to management after the permit has been satisfied and NES is no longer actively managing the restoration.

In addition to the non-native cattail, there is a manageable population of purple loosestrife in the same area that would benefit from active management (removal).

Stephen J. Hjort
Eco-Resource Consulting, LLC
608.432.0113

From: April Little [mailto:alittle@villageofbelleville.com]
Sent: Tuesday, June 04, 2013 10:29 AM
To: 'Siggi Sigmarsson'; 'James R. Havel'; 'Steve Hjort'
Cc: howardward@gmail.com; 'Jerry Butts'; 'settertech'
Subject: RE: 1428-10 Progress meeting 2 minutes

Hi guys – people have been complaining about the cattails west of the berm again at Village Board last night. How much extra would it cost to eradicate the cattails over there? We do have a limited DNR permit. But it just seems to much to do in an amateur fashion. Would we have any luck keeping them down if we do so (if water levels are kept fairly high?) Thank you.

April

From: Siggi Sigmarsson [mailto:Siggi@ma-rs.org]

6/12/2013

Sent: Friday, May 03, 2013 8:20 AM
To: James R. Havel; Steve Hjort
Cc: April Little; howardward@gmail.com; Jerry Butts; 'settertech'
Subject: RE: 1428-10 Progress meeting 2 minutes

James,

I wanted to give you clear direction on the cattail question below from last march. I've talked with Steve and Jay and it seems like we are all in agreement:

1. All invasive non-native narrow leaf (*Typha angustifolia*) and hybrid (*Typhax glauca*) cattail species should be eliminated from the project site as described in the maintenance contract.
2. broad leafed native cattail species may remain in the project site.

As far as the muskrats goes, it seems to be the consensus from the team that some level of annual trapping seems to be the guidance to the Village. Muskrats and cattails will always be part of the Lake ecosystem but keeping them in check is beneficial from the standpoint of protecting the berm.

Let us know when you have plans to start this years maintenance activities.

Thanks,

Siggi Sigmarsson, P.E., LEED AP
Water Resources Engineer
siggi@ma-rs.org | <http://www.ma-rs.org>

Montgomery Associates Resource Solutions, LLC
119 South Main Street | Cottage Grove, WI 53527
Phone: (608) 839-4422
Fax: (608) 839-3322
Cell: (608) 695-2404

From: James R. Havel [<mailto:jhavel@releeinc.com>]
Sent: Thursday, March 14, 2013 4:34 PM
To: Steve Hjort
Cc: 'April Little'; Siggi Sigmarsson; howardward@gmail.com; 'Jerry Butts'; 'settertech'
Subject: RE: 1428-10 Progress meeting 2 minutes

Hi Steve,

It is not our intention to leave non-native cattails. In your meander surveys you have both the native (broad-leaf) and non-native cattails recorded; I believe Adam also thought native cattails were present. When Adam was conducting the work I believe he was trying to identify and leave only broad-leaf cattails. I know this can be challenging so I thought he was only leaving those plants that were very obvious. We can review remaining stands this year to ensure all non-native populations are removed. Theoretically, broad-leaf cattail will play better with the other native vegetation and not spread as aggressively as the non-native plants; for this reason, I thought everyone involved in the project and present during a late summer site visit agreed to allow some

6/12/2013

native cattails to remain. If we are not in agreement with this idea then we need to decide now so we can actively manage/eradicate all cattails next year within our project area. Please let me know your thoughts. Thank you.

James

James Havel
NES Ecological Services
WDNR Assured Wetland Delineator
Senior Ecologist
Office – (920) 499-5789
Direct – (920) 544-4431
Cell – (920) 609-7998
jhavel@releeinc.com

From: Steve Hjort [<mailto:shjort.erc@charter.net>]
Sent: Thursday, March 14, 2013 3:01 PM
To: 'April Little'; James R. Havel; 'Siggi Sigmarsson'; howardward@gmail.com; 'Jerry Butts'; 'settertech'
Subject: RE: 1428-10 Progress meeting 2 minutes

I think that year-round trapping is a good recommendation and hopefully you can enlist a local "supporter" to conduct trapping outside of the fall season, even if it is at a reduced scale. I think that the muskrat population will be a long-term management concern given the river access. Cattail and muskrats will always be a part of the ecosystem at Lake Belle View.

I am not so sure that I agree with the idea of leaving cattail colonies (narrow-leaved and hybrid) unchecked as a food source for the muskrats hoping that they will not graze on the other emergent species as they are fairly omnivorous when it comes to food sources. There are cattails along the river and associated wetlands elsewhere and will always be transported to the lake. The main reason for the invasive species mgmt. was to contain the cattail in efforts to establish other native emergent species. If you stop eradicating cattail now they will almost certainly colonize areas around the perimeter and displace the native emergent species.

If this strategy is used for the cattails I recommend that all seed heads be cut and removed to reduce additional seed bank. If I remember correctly, the lake shore on the east side is not being actively managed and already contains a significant population of cattail.

Stephen J. Hjort
Eco-Resource Consulting, LLC
608.432.0113

From: April Little [<mailto:alittle@villageofbelleville.com>]
Sent: Thursday, March 14, 2013 11:20 AM
To: 'James R. Havel'; 'Siggi Sigmarsson'; howardward@gmail.com; 'Jerry Butts'; 'settertech'
Cc: 'Steve Hjort'
Subject: RE: 1428-10 Progress meeting 2 minutes

Thank you – I will pass this along to Village Board. I'm waiting for approval of our trapping permit form from the DNR.

6/12/2013

April

From: James R. Havel [<mailto:jhavel@releeinc.com>]
Sent: Thursday, March 14, 2013 9:04 AM
To: Siggı Sıgmarsson; April Little; howardward@gmail.com; Jerry Butts; 'settertech'
Cc: 'Steve Hjort'
Subject: RE: 1428-10 Progress meeting 2 minutes

Sıggı,

Due to potential issues caused by a berm breach by muskrats, I would suggest the Village plan on conducting annual muskrat control. I would not wait until there is a problem. If the Village wants to trap year-round they will likely need to pay for the service since most trappers are only going to want to trap in fall when the pelts are worth money. However, if trapping is done annually in the fall the Village may be able to keep the population in check without spending much, if any, additional money.

James

From: Sıggı Sıgmarsson [<mailto:Sıggı@ma-rs.org>]
Sent: Wednesday, March 13, 2013 10:37 AM
To: April Little; howardward@gmail.com; 'Jerry Butts'; James R. Havel; 'settertech'
Cc: 'Steve Hjort'
Subject: RE: 1428-10 Progress meeting 2 minutes

April,

The muskrats can be a problem like you correctly express. I don't believe I have noticed any damage on the berm up to now. The lake is part of a larger wetlands system upstream so it is likely not going to be easy to completely eliminate them from the River and Lake. They could be controlled with trapping annually which could limit their impact. The cattails are the primary source of food for the muskrats. However, James Havel with NES doesn't believe that the muskrats will go away if the cattails are completely eliminated from the Lake. His experience is that they will continue to stick around in the lake and will start eating other species that are less desirable to them but are the species we are trying to maintain as part of the restoration project. So keeping some cattails is beneficial from a standpoint of keeping the muskrats busy eating the cattails and not the restoration species.

NES will make some observations when their crews are out doing the vegetation maintenance to see if they starting seeing a lot of muskrats in the area that might warrant action from the Village. You (the Village) can also monitor the lake/river and the berm to see if the muskrats are starting to be a nuisance to the project and take action if you think it is warranted or let us know and we can help determining if action is needed.

I hope this helps.

Sıggı Sıgmarsson, P.E., LEED AP
Water Resources Engineer
sıggı@ma-rs.org | <http://www.ma-rs.org>

Montgomery Associates Resource Solutions, LLC
119 South Main Street | Cottage Grove, WI 53527
Phone: (608) 839-4422
Fax: (608) 839-3322

6/12/2013

Cell: (608) 695-2404

From: April Little [mailto:alittle@villageofbelleville.com]
Sent: Wednesday, February 20, 2013 9:33 AM
To: Soggi Sigmarrsson; howardward@gmail.com; 'Jerry Butts'; 'James R. Havel'; 'settertech'
Cc: 'Steve Hjort'
Subject: RE: 1428-10 Progress meeting 2 minutes

Thanks guys – I'll pass this along to the Village Board. I had also been concerned that the mowing was too extensive along the berm areas, so I'm glad to see that was mentioned. Also, I think the muskrats and cattails are going to continue to cause some public concern that they will harm the integrity of the berm (they also are present on the river side). We might need some guidance in that area on what is appropriate management. Please let me know what you need from me. Thank you.

April

From: Soggi Sigmarrsson [mailto:Soggi@ma-rs.org]
Sent: Wednesday, February 20, 2013 9:22 AM
To: howardward@gmail.com; April Little; Jerry Butts; James R. Havel; settertech
Cc: Steve Hjort
Subject: 1428-10 Progress meeting 2 minutes

All,

Please see attached the meeting minutes from the second progress meeting with NES on the maintenance and invasive species control for the Lake Belle View Restoration project that took place on December 10, 2012. My apologies for how late it is getting out to you.

The upshot of the meeting is that the maintenance activities went well last year but the drought last summer may have impacted the seeding. We'll monitor the coverage and species diversity in the beginning of the summer to evaluate if any changes to the plan are necessary due to the drought. It is clear that the prescribed burn that was planned for fall of 2013 will be delayed until spring of 2014 due mostly to the drought.

I'll talk with Jerry about coordinating the berm maintenance (mowing in particular) and later this year NES will propose a plan of action for tree plantings that were planned for next spring.

Please contact me with any questions, concerns or corrections.

Thanks,

Soggi Sigmarrsson, P.E., LEED AP
Water Resources Engineer
soggi@ma-rs.org | <http://www.ma-rs.org>

Montgomery Associates Resource Solutions, LLC
119 South Main Street | Cottage Grove, WI 53527
Phone: (608) 839-4422
Fax: (608) 839-3322
Cell: (608) 695-2404

6/12/2013

Resolution # 2013-06-02
Resolution of Village Of Belleville, County Of Dane and Green,
Wisconsin, Accepting a Grant Award from
Dane County Environmental Council

WHEREAS Lake Belle View, the Sugar River and Community Park are important resources used by the public for recreation and enjoyment of natural beauty; and

WHEREAS the protection of critical watershed areas and reasonable lake use activities are paramount in the protection of water quality and the natural ecosystem of the lake; and

WHEREAS we are qualified to carry out the responsibilities of this project;

IT IS, THEREFORE, RESOLVED THAT:

The Village of Belleville Board of Trustees endorses the Environmental Council Grant project pursuant to Section 59.56(9), Wis. Stats., and provides Dane County consent to expend funds for recreational purposes; and

HEREBY AUTHORIZES April Little to act on behalf of the Village of Belleville for administrative purposes and take necessary action to undertake, direct, and complete an approved grant project that will enhance the Lake Belle View / Sugar River Recreation Area.

BE IT FURTHER RESOLVED THAT the Village of Belleville will comply with County rules for the program, may perform force account work, and will meet the financial obligations under the grant.

Adopted this day ____ of June, 2013

By a vote of: ____ in favor ____ against ____ abstain

BY: _____
Howard Ward, Village of Belleville President

ATTEST: _____
April Little, Administrator/Clerk/Treasurer

COUNTY OF DANE
Purchase of Services Agreement

COPY

Number of Pages, including schedules: 8
Agreement No. _____
Expiration Date: 12/31/14
Authority:
Department: Extension
Maximum Cost: \$225
Registered Agent: _____
Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Village of Belleville hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is Dane Co UW-Extension, 5201 Fen Oak Dr Ste 138, Madison, WI 53718-8827,

desires to purchase services from PROVIDER for purchasing directional and interpretive signage along a new trail by the Sugar River in a new conservation area and

WHEREAS PROVIDER, whose address is Attn: April Little, Village of Belleville, 24 W Main St, Belleville WI 53508, alittle@villageofbelleville.com,

is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES.**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER



agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood

that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

XIII. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- D. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 6/5/2013

Howard Ward
HOWARD WARD, Village President

Date Signed: 6/5/2013

April Little
APRIL LITTLE, Administrator/Clerk/Treasurer

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONNELL, County Clerk

* [print name and title below signature line of any person signing this document]

rev. 3/05

SCHEDULES A, B, & C

Schedule A

1. The provider shall honor the terms outlined on the attached proposal of their grant work (see attachment 1). Furthermore, the provider agrees to perform this agreement in accordance with the project proposal, application, conditions, estimates, procedures and also assurances made a part hereof.
2. The work may begin after the contract is signed and may continue one calendar year from the start of the contract. If additional time is needed to complete the project for some reason, the provider must notify the Dane County Environmental Council two months prior to the end of the contract and reasonably justify why a time extension is needed.
3. Either party may cancel this agreement upon 90 days advance written notice. The provider agrees to comply with all applicable local, state, and federal laws in fulfilling terms of this agreement. In particular, the provider agrees to comply with Chapter 14 Dane County Erosion Control and Stormwater Management.

Schedule B

1. The provider shall be paid on the basis of work completed. The provider will be paid a maximum amount of \$225 for 3 directional and interpretive signs. Cost-share of an equal amount will need to be documented.
2. The work bills may be submitted on a quarterly basis (end of November, February, May, August) for payment. The provider needs to engage in comparative shopping to purchase items of a reasonable price and quality. These comparatives should be turned into the Council along with the actual purchase receipts.
3. Upon receipt of the quarterly bills, the provider will be paid within 60 days.
4. There can be no budget changes of materials purchased without prior approval from the Dane County Environmental Council. Contact Council staff if deem it necessary to consider budget changes.

Schedule C

1. Upon completion of the project, a one-page summary of the project along with three to four digital photographs (each less than 1mb in size) of the project in progress and completion should be sent to the Council electronically within 30 days of the project completion. The one page summary should include the following items:
 1. Format
 - Maximum of 1 page
 - 12-point Times Roman font
 - 1-inch margins
 2. Project title, contact and contact information
 3. Statement of need: What issue, concern or opportunity did your project address?
 4. Project Goals or Objectives: What were the project goals and objectives and how are they related to the Environmental Council's mission?
 5. Work Accomplished: Describe what you accomplished regarding your goals and objectives.
 6. Highlight the outcomes and impacts of the project. Who benefitted from this project? What are the current or anticipated impacts of this project? How is it sustainable?
2. The Council may audit the progress of the project with a site visit during the time of the contract and may request to have a site visit upon project completion.

Memorandum

To April Little, Village Clerk
From Matt Dregne, Village Attorney 
Date June 5, 2013
Re *Citizens United* Direct Legislation Petition

As requested by the Village, we reviewed the Direct Legislation Petition filed by Mr. Tim Sager on May 21, 2013. Our recommendations going forward are set forth below.

I. Background

This petition filed by Tim Sager has already been used successfully as a form for direct legislation throughout Wisconsin. Referendums requesting local governments to support an U.S. Constitutional Amendment overturning *Citizens United v. Federal Election Commission* have succeeded in the City of Madison and Dane County ballots for the April 5, 2011 election. Further, Chippewa County, Eau Claire County, Dunn County and West Allis passed resolutions this year through this same direct legislation petition provided by a group called "Move to Amend." Their website can be found at: www.scwmta.org. This group opposes *Citizens United* through direct legislation petitions in communities all over Wisconsin.

II. Deficiencies as to Form in the Petition

Mr. Sager's petition for Direct Legislation appears deficient as to form in two ways.

- A. According to Wisconsin Statute section 9.20(1) on Direct Legislation, "A number of electors equal to at least 15% of the votes cast for governor at the last general election in their city or village may sign and file a petition with the city or village clerk requesting that an attached proposed ordinance or resolution, without alteration, either be adopted by the common council or village board or be referred to a vote of the electors. The individual filing the petition on behalf of the electors shall designate in writing an individual to be notified of any insufficiency or improper form under sub. (3)."

The petition's opening statement does not include the statute's words "either be adopted by the common council or" after the phrase "... without alteration..." Wis. Stat. § 9.01(1). Although this may be a defect in form, we recommend interpreting the statute in a way that allows the Village to accept the petition without the requirement to modify this language.

- B. According to Wisconsin Statute section 9.20(1), "The preparation and form of the direct legislation petition shall be governed by s. 8.40." Wisconsin Statute section 8.40(2) further lists the qualifications for the certification of a circulator for a petition for direct legislation. Wisconsin Statute section 8.40(2) requires that, "The certification of a qualified circulator stating his or her residence with street and number, if any, shall appear at the bottom of each separate sheet of each petition specified in sub. (1), stating... that the circulator is a qualified elector of this state, or if not a qualified elector of this state, that the circulator is a U.S. citizen age 18 or older who, if he or she were a resident of this state, would not be disqualified from voting under s. 6.03, Wis. stats..."

The petition's Certification of Circulator does not state that the circulator is a qualified elector or, if not, a U.S. citizen age 18 or older who, if he or she were a resident of this state, would not be disqualified from voting under Wisconsin Statute section 6.03. This renders the petition deficient as to form.

III. The Next Steps

Mr. Sager is allotted ten (10) days, to correct the petition by modifying the Certification of Circulator language to include the above statutory language. Each circulator must then re-sign the corrected Certification and re-file the petition with the Village Clerk.

Attached is a letter to Mr. Sager indicating the deficiencies of the petition and a certification from you, the village clerk, acknowledging those deficiencies.

According to Wisconsin Statute section 9.40(3), when the amended petition is found to be sufficient and the amended resolution is in proper form, the clerk shall state on the attached certificate and forward it on to the village board immediately.

The village board may, without alteration, either pass the resolution within thirty (30) days following the date of the clerk's final certificate, or submit it to the electors at the next spring or general election, if the election is more than six (6) weeks after the date of the board's action on the petition or the expiration of the 30-day period, whichever first occurs. Wis. Stat. § 9.20(4). If there are six weeks or less before the election, the resolution shall be voted on at the next election. *Id.*

If the resolution is submitted to the electors for a vote, the clerk must give notice of the resolution that is being submitted to a vote as provided in Wisconsin Statute section 10.06(3)(f).¹ § 9.20(5). Further, the resolution does not need to be printed in its entirety on the ballot, but a concise statement of its nature may be printed together with a question permitting the elector to indicate approval or disapproval of its adoption. § 9.20(6). Keep in mind that resolutions adopted under this section may not be repealed or amended within two (2) years of adoption except by a vote of the electors. § 9.20(8).

Should you have further questions, please do not hesitate to contact me.

¹ Wis. Stat. §10.06(3)(f) describes the different types of notice requirements as follows:

At least 40 days prior to any special primary or election for municipal office, the municipal clerk shall publish a type A notice. On the 4th Tuesday prior to any special primary for national, state, county or municipal office, the municipal clerk shall publish a type E notice. On the 3rd Tuesday prior to any special election for national, state, county or municipal office which is not held concurrently with the spring or general election, the municipal clerk shall publish a type E notice. On the 4th Tuesday prior to any special county referendum, the municipal clerk shall publish a type E notice. On the 4th Tuesday prior to any special municipal referendum, the municipal clerk shall publish type A and B notices. On the day preceding any special primary or election for municipal office, or any special municipal referendum, the municipal clerk shall publish a type B notice. The municipal clerk shall publish a type C notice on the day preceding a special municipal referendum. On the day preceding any special primary or election for national, state, county or municipal office, or a special county or municipal referendum, the municipal clerk shall publish a type D notice.

tificate of election is issued to his or her successor. The person receiving a plurality of votes at the recall election or a majority of votes at a primary when authorized under sub. (3) (d) or (4) (f) shall be declared elected for the remainder of the term. If the incumbent receives the required number of votes he or she shall continue in office. Except as provided in sub. (4) (f), if another person receives the required number of votes that person shall succeed the incumbent if he or she qualifies within 10 days after receiving a certificate of election.

(6) **LIMITATION ON RECALL ELECTIONS.** After one recall petition and recall election, no further recall petition may be filed against the same official during the term for which he or she was elected.

(7) **PURPOSE.** The purpose of this section is to facilitate the operation of article XIII, section 12, of the constitution and to extend the same rights to electors of cities, villages, towns, town sanitary districts, and school districts.

History: 1977 c. 187 s. 134; 1977 c. 403, 447; 1979 c. 260; 1983 a. 219, 491, 538; 1985 a. 304; 1987 a. 391; 1989 a. 31, 192; 1991 a. 269, 315; 1999 a. 182; 2001 a. 109; 2005 a. 451; 2007 a. 56.

Cross-reference: See also ss. GAB 2.09, 2.11, and 6.04, Wis. adm. code. Striking an entire page of signatures for one invalid signature violated the elector's right to recall. *Stahovic v. Rajchel*, 122 Wis. 2d 370, 363 N.W.2d 243 (Ct. App. 1984).

This section applies to members of Congress. 68 Atty. Gen. 140.

9.20 Direct legislation. (1) A number of electors equal to at least 15% of the votes cast for governor at the last general election in their city or village may sign and file a petition with the city or village clerk requesting that an attached proposed ordinance or resolution, without alteration, either be adopted by the common council or village board or be referred to a vote of the electors. The individual filing the petition on behalf of the electors shall designate in writing an individual to be notified of any insufficiency or improper form under sub. (3).

(2) The preparation and form of the direct legislation petition shall be governed by s. 8.40.

(2m) After the petition has been offered for filing, no name may be erased or removed. No signature may be considered valid or counted unless the date is less than 60 days before the date offered for filing.

(3) Within 15 days after the petition is filed, the clerk shall determine by careful examination whether the petition is sufficient and whether the proposed ordinance or resolution is in proper form. The clerk shall state his or her findings in a signed and dated certificate attached to the petition. If the petition is found to be insufficient or the proposed ordinance or resolution is not in proper form, the certificate shall give the particulars, stating the insufficiency or improper form. The petition may be amended to correct any insufficiency or the proposed ordinance or resolution may be put in proper form within 10 days following the affixing of the original certificate and notification of the individual designated under sub. (1). When the original or amended petition is found to be sufficient and the original or amended ordinance or resolution is in proper form, the clerk shall so state on the attached certificate and forward it to the common council or village board immediately.

(4) The common council or village board shall, without alteration, either pass the ordinance or resolution within 30 days following the date of the clerk's final certificate, or submit it to the electors at the next spring or general election, if the election is more than 6 weeks after the date of the council's or board's action on the petition or the expiration of the 30-day period, whichever first occurs. If there are 6 weeks or less before the election, the ordinance or resolution shall be voted on at the next election thereafter. The council or board by a three-fourths vote of the

members-elect may order a special election for the purpose of voting on the ordinance or resolution at any time prior to the next election, but not more than one special election for direct legislation may be ordered in any 6-month period.

(5) The clerk shall cause notice of the ordinance or resolution that is being submitted to a vote to be given as provided in s. 10.06 (3) (i).

(6) The ordinance or resolution need not be printed in its entirety on the ballot, but a concise statement of its nature shall be printed together with a question permitting the elector to indicate approval or disapproval of its adoption.

(7) If a majority vote in favor of adoption, the proposed ordinance or resolution shall take effect upon publication under sub. (5). Publication shall be made within 10 days after the election.

(8) City ordinances or resolutions adopted under this section shall not be subject to the veto power of the mayor and city or village ordinances or resolutions adopted under this section shall not be repealed or amended within 2 years of adoption except by a vote of the electors. The common council or village board may submit a proposition to repeal or amend the ordinance or resolution at any election.

History: 1977 c. 102; 1983 a. 484; 1989 a. 192, 273.

This section implements legislative powers reserved by the people. Subject to certain conditions, a common council has no authority to make an initial judgment of the constitutionality or validity of proposed direct legislation. *State ex rel. Althouse v. Madison*, 79 Wis. 2d 97, 255 N.W.2d 449 (1977).

A proposal that is administrative, rather than legislative in character, is not the proper subject of initiative proceedings. *State ex rel. Becker v. City of Milwaukee Common Council*, 101 Wis. 2d 680, 305 N.W.2d 178 (Ct. App. 1981).

A city clerk has a mandatory duty to forward to the common council a sufficient petition and ordinance in proper form. *State ex rel. North v. Goetz*, 116 Wis. 2d 239, 342 N.W.2d 747 (Ct. App. 1983).

The power of initiative does not extend to legislative decisions that have already been made by the legislative body. *Schaefer v. Potosi Village Board*, 177 Wis. 2d 287, 501 N.W.2d 901 (Ct. App. 1993).

If statutes establish procedures for the accomplishment of legislation in a certain area, an initiative may not effect legislation that would modify the statutory directives that would bind a municipality if it were legislating in the same area. Section 62.23 establishes such procedures for zoning; zoning may not be legislated or modified by initiative. An ordinance constituting a pervasive regulation of, or prohibition on, the use of land is zoning. *Heitman v. City of Mauston*, 226 Wis. 2d 542, 595 N.W.2d 450 (Ct. App. 1999), 98–3133.

There are 4 exceptions to the sub. (4) requirement that requested direct legislation be either passed or submitted to the electors: 1) when the proposed direct legislation involves executive or administrative matters, rather than legislative ones; 2) when it compels the repeal of an existing ordinance, or compels the passage of an ordinance in clear conflict with existing ordinances; 3) when it seeks to exercise legislative powers not conferred on a municipality; and 4) when it would modify statutorily prescribed directives that would bind a municipality if it were attempting to legislate in the same area. *Mount Horeb Community Alert v. Village Board of Mt. Horeb*, 2002 WI App 80, 252 Wis. 2d 713, 643 N.W.2d 186, 01–2217.

Mandamus is the appropriate action when a city council refuses either option of sub. (1). *Mount Horeb Community Alert v. Village Board of Mt. Horeb*, 2002 WI App 80, 252 Wis. 2d 713, 643 N.W.2d 186, 01–2217.

A proposed ordinance, initiated by a group of citizens, to require a village to hold a binding referendum prior to the start of construction on any new village building project requiring a capital expenditure of \$1 million or more was an appropriate subject of direct legislation. *Mount Horeb Community Alert v. Village Board of Mt. Horeb*, 2003 WI 100, 263 Wis. 2d 544, 665 N.W.2d 229, 01–2217.

Section 893.80 (1) (b), which requires the filing of a notice of claim before an action may be commenced against a municipality, did not apply to an action for mandamus seeking to compel a city council to comply with this section. *Oak Creek Citizen's Action Committee v. City of Oak Creek*, 2007 WI App 196, 304 Wis. 2d 702, 738 N.W.2d 168, 06–2697.

A "concise statement" under sub. (6), properly construed, means a brief statement of the general purpose of the proposed ordinance. It is not required that the ballot must contain every essential element of the proposed ordinance. *Metropolitan Milwaukee Association of Commerce, Inc. v. City of Milwaukee*, 2011 WI App 45, 332 Wis. 2d 459, 798 N.W.2d 287, 09–1874.

When an ordinance was never implemented because an injunction was issued and 2 years passed before the injunction was vacated, the 2-year time period excluded the time between the issuance of an injunction and its vacation. In that circumstance, returning the parties to the position they were in as of the date on which the temporary injunction is the only reasonable construction of sub. (8). *Metropolitan Milwaukee Association of Commerce, Inc. v. City of Milwaukee*, 2011 WI App 45, 332 Wis. 2d 459, 798 N.W.2d 287, 09–1874.

Vox Populi: Wisconsin's Direct Legislation Statute. *Bach. Wis. Law. May 2008.*

May 21, 2013

Tim Sager
573 Morehead Rd.
Belleville, WI 53508
TRSager@gmail.com
608-335-4051

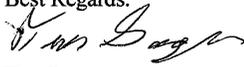
April Little
Village of Belleville Clerk
Village Hall
24 W. Main Street
Belleville, WI 53508

Dear April Little:

Pursuant to Wisconsin Statute 9.20 Direct Legislation We are filing a petition to ask the Village of Belleville Board of Trustees to pass the attached proposed resolution or preferably offer a referendum by a vote of the electors in 2014.

I Tim Sager am the responsible individual to be notified of any insufficiency or improper form.

Best Regards.



Tim Sager

Enclosures

20 signed pages with 176 signatures, "PETITION FOR DIRECT LEGISLATION"
Proposed Belleville resolution.

Proposed Belleville resolution:

VILLAGE OF BELLEVILLE
RESOLUTION NO. _____
A RESOLUTION BY THE VILLAGE BOARD OF TRUSTEES
DENOUNCING AND REQUESTING ACTION
TO OVERTURN THE CITIZENS UNITED DECISION

WHEREAS, on January 24, 2010, the United States Supreme Court ruled that local, state, and federal governments cannot regulate corporate financial influence in politics by the precedent-setting 5-4 decision in Citizens United vs. The Federal Election Commission, in which the Court declared that corporations are 'persons' within the meaning of U.S. Constitution and are therefore guaranteed the same rights as natural persons; and,

WHEREAS, concerned citizens and residents of the Village of Belleville, have requested that Village Board of Trustees of the Village of Belleville adopt a written directive to representatives in the Wisconsin State Legislature and in the U.S. Congress, with copies to the President and Governor, requesting action be take to overturn that decision.

NOW, THEREFORE, IT IS HEREBY RESOLVED by Village Board of Trustees of the Village of Belleville that the Village of Belleville, calls for reclaiming democracy from the corrupting effects of undue corporate influence, and respectfully requests our representatives in the United States Congress and in the Wisconsin State Legislature to initiate and support an amendment to the U.S. Constitution, which will establish that:

- 1) Only human beings, not corporations, are entitled to constitutional rights, and
- 2) Money is not speech and therefore regulating political contributions and spending is not equivalent to limiting political speech.

IT IS FURTHER RESOLVED that Village staff shall forward this Resolution to appropriate elected and appointed individuals, and any others as deemed appropriate, to provide maximum notice of the Village's action and request hereby.

The above and foregoing Resolution was duly adopted by the Village Board of Trustees of the Village of Belleville, Dane and Green County, Wisconsin at a regular meeting held on the _____

By:

PETITION FOR DIRECT LEGISLATION

I, the undersigned, a qualified elector of the Village of Belleville, Wisconsin, request that the following proposed resolution, without alteration, be referred to a vote of the electors pursuant to the provisions of Section 9.20 of the Wisconsin Statutes:

"Shall the Village of Belleville adopt the following resolution:

RESOLVED, the Village of Belleville, Wisconsin, calls for reclaiming democracy from the corrupting effects of undue corporate influence by amending the United States Constitution to establish that:

- 1. Only human beings, not corporations, are entitled to constitutional rights, and**
- 2. Money is not speech, and therefore regulating political contributions and spending is not equivalent to limiting political speech."**

POST OFFICE ADDRESS WHEN DIFFERENT FROM MUNICIPALITY IS NOT SUFFICIENT. THE NAME OF THE MUNICIPALITY OF RESIDENCE MUST ALWAYS BE LISTED.					
	Name and Signature of Elector	Street & Number	Zip	Municipality of Residence	Date of Signing
1	Name: Rachel Michaels Signature: Rachel Michaels	676 Sugar Ave	53508	Village of Belleville	4-2-13
2	Name: Stacy Goman Signature: S Goman	416 Bellevue	53508	Village of Belleville	4-7-13
3	Name: Kathy Roosli Signature: Kathy Roosli	427 Mitchell St. Belleville	53508	Village of Belleville	4-2-13
4	Name: Matthew Meaus Signature: Matt M	21 Fourth St. Belleville	53508	Village of Belleville	4-2-13
5	Name: Douglas Babler Signature: Douglas Babler	214 North Adams + Belleville WI	53508	Village of Belleville	4-2-13
6	Name: Kabanje Freidig Signature: ↑	225 S Grant Belleville WI 53508	53508	Village of Belleville	4-2-13
7	Name: Ronald Babler Signature: Ronald Babler	225 W Church St Belleville WI 53508	53508	Village of Belleville	4-2-13
8	Name: Eric Eberhardy Signature: Eric Eberhardy	626 Village Belleville	53508	Village of Belleville	4/2/13
9	Name: Glenda Salmela Signature: G Salmela	214 West Pearl Belleville	53508	Village of Belleville	4/2/13
10	Name: Kelley Koenig Signature: Kelley Koenig	410 E. School St. Belleville, WI	53508	Village of Belleville	4/2/13

Certification of Circulator

I, Tim Sager, certify that I reside at 573 Moorhead Rd Monroese
(Name of circulator - please print) (Circulator's residence - Include number, street, and municipality)

and that I personally circulated this petition for direct legislation and personally obtained each of the signatures on this petition. I know that the signers are electors of the municipality listed above. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residences given. I intend to support this petition. I am aware that falsifying this certification is punishable under S. 12.13(3)(a), Wis. Stats.

4-2-13 (Date) Tim Sager (Signature of circulator)