

VILLAGE OF BELLEVILLE
SPECIAL MEETING of the VILLAGE BOARD
Monday, September 17, 2012 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 - August 20, 2012
 - b. Approval of Bills for August 2012
 - c. Approval of Treasurer's Reports for August 2012
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. Grand Opening Celebration Update
 - ii. Vegetation Growth West of Berm
 - iii. Signage
 - b. Committee Recommendations Regarding Police Department Future Chief Hiring Process
11. **New Business:**
 - a. Proposed Ordinance No. 2012-09-01: An Ordinance To Revise And Consolidate, Amend, Supplement And Codify The General Ordinances Of The Village Of Belleville
 - b. Proposed Resolution #2012-09-01: Resolution Of Village Of Belleville, Counties Of

Dane And Green, Establishing A Fee Schedule

- c. Proposed Developer's Agreement for Tax Increment District #4 with Landmark Services Coop.
- d. Proposed Curb Cut at Library Park
- e. Proposed 2013 Budget / Wages Discussion

12. Other Business:

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

13. Adjournment

-By Howard Ward, Village President

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

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

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

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

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

MINUTES OF SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING
HELD MONDAY, AUGUST 20, 2012 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: Tyler Kattre, Ben O'Brien, Howard Ward, Gary Ziegler, Bonnie Wilcox, Daniel Rung and Deb Kazmar

Visitors: Mike & Jean Tretow, Roger Hodel, Jerry Jansen, Brad Peterson-Post Messenger, Rick Francois, Michael Parkin, Anna Schramke, Kevin Lord (MSA), and Terry Kringle
3. The Clerk stated that the meeting has been noticed as required by law.
4. **Visitors Who Would Like to Speak Now**
 - a. **Terry Kringle** gave two comments: 1) the Village Board should look at planning for the Public Works director's retirement now, including reorganizing and hiring internally vs. externally, and 2) for the police hiring process, internal candidates should be put at the top of the list as they have a vested interest in the department.
 - b. **Roger Hodel, Town of Montrose Chairman:** He presented a check to the Village President for \$20,000 on the condition that it is used for bridge replacement. The Village President gladly accepted the contribution.
 - c. **Anna Schramke, Green County Development Corporation (GCDC)** – Schramke gave an overview of the GCDC. The organization is funded in part from municipalities including Belleville and has a board of directors with a Belleville representative. The GCDC's goal is to leverage resources and be responsive to community needs.
5. Visitors Who Would Like to Speak on an Agenda Item – No discussion.
6. **Consent Agenda:** *Trustee Wilcox made a motion to approve the consent agenda as follows with a correction to 11b of the August 6 minutes; seconded by Trustee Ziegler. Motion carried.*
 - a. Approval of Minutes - August 6, 2012
 - b. Approval of Bills for August 2012 to Date
 - c. Approval of Treasurer's Reports for July 2012
 - d. Approval of Temporary "Class B" / Class "B" Retailer's License for Chamber of Commerce – Lakefest, September 2
 - e. Approval of Operator's License Application for Jason J. Dux (Schwoegler's)
7. Committee Reports – No discussion.
8. **President's Report** – President Ward reported that they had another opportunity to work with the DNR to stock the lake with good-sized fish from the river. The new Village website

is now online.

9. **Administrator/Clerk/Treasurer's Report** – Little said that the board could have some training for the new online code features that are very powerful.

10. **Unfinished Business:**

- a. **Lake Restoration / West Lake Dredging / Pedestrian Bridge Projects Update & Issues**
 - i. **Grand Opening Celebration Update** – Mike Tretow requested control of the plants on the west side of the berm. President Ward said that he was trying to have some control done, but it would have to wait until the winter. Grand opening and the bridge construction are proceeding well and are on schedule.
- b. **Committee/Commission Appointment Recommendations** – *Trustee Ziegler made a motion to appoint Andy Ziehli as Community Development Authority chairman; seconded by Trustee Wilcox. Motion carried. Trustee Kattre made a motion to appoint Stewart Relyea to Plan Commission; seconded by Trustee Ziegler. Motion carried.*
- c. **Proposal for TIF #4 Project with Landmark** – A small group met with Randy Kyle from Landmark. They are proposing using 90 percent of future tax increment to go toward offsetting their gap funding for expansion, which is \$377,500. They would receive no more funds than that. The other funds would go toward paying down the administration costs to set up the district. Landmark controls four of the five parcels now in the district. Increment would be carved out for the remaining parcel should development be proposed, but nothing is in the works. Trustee Kattre commented that any agreement should guarantee the Village's deficit is funded. The project would be a pay-as-you-go district. No objections heard to proceeding to the development agreement stage.
- d. **Committee Recommendations Regarding Police Department Future Chief** – Trustee Kazmar: Police Committee decided not to go with the Milwaukee group for testing. They recommend working with Dan Bolch and Dave Carter, two law enforcement professionals, to help screen applications and develop questions. Still looking into testing services

11. **New Business:**

- a. **Proposal for Electronic Applications** – Facebook and YouTube – Andy Ziehli sent over a proposal for helping with electronic applications. It seems that the goals relate to promotion of economic development and tourism. It seemed to be a better fit for the Chamber of Commerce, which does have a Facebook page that is under used. Schramke suggested that LinkedIn might be a better fit. YouTube videos would be about Belleville in general, and could be linked to from the Village's website. It was decided to converse more about what we are trying to accomplish. Bill Eichelkraut also said that the police have special concerns with providing Facebook pages. Trustee Kattre was concerned about message control; the Village needs to be the

gatekeeper. More information will be sought for some future applications but there was interest in pursuing the issue further.

- b. Award of Bid for Serv Us Street Storm Sewer / Utilities Improvement Project – Discussion of whether improvements to the water and sewer utility infrastructure should also be done. Postponing the work will cost more in the future because of mobilization costs. The pipe is old clay, and is sagging in areas. Of the costs, \$23,900 would be water and \$7644 would be sewer. *Trustee Ziegler made a motion to award the contract, base bid plus alternates 1 and 2, to Corex Excavation and Construction, with funds for the base and alternate 2 (Grant Street inlet improvements) to come from the stormwater utility, and funds for alternate 1 from water and sewer fund balance or budget if funds are available; seconded by Trustee Kattre. Motion carried.* Total project cost would be \$116,062.85.

12. **Other Business:** Future meeting dates were noted.

13. **Adjournment** – *Trustee Wilcox made a motion to adjourn; seconded by Trustee Kattre. Motion passed unanimously.* The meeting was adjourned by President Ward at 8:32 PM.

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

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2012 From Account:
Thru: 8/31/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
V738	8/07/2012	ANDERSON, DONNA	902.64
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V739	8/07/2012	BEIERSDORF, VICTORIA L.	1,031.79
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V740	8/07/2012	BIGLER, JULIE L.	222.37
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V741	8/07/2012	EICHELKRAUT, WILLIAM B.	1,842.69
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V742	8/07/2012	HENDRICKSON, DARLENE M.	910.60
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V743	8/07/2012	LEHMANN, BRONNA B.	715.34
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V744	8/07/2012	LITTLE, APRIL A. W.	1,611.03
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V745	8/07/2012	MARTIN, JEREMY A	973.67
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V746	8/07/2012	PENCE, BRENT	788.36
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V747	8/07/2012	SKOGEN, ROBERT M.	248.12
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V748	8/07/2012	VEENEMAN, MICHELLE	472.39
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
V749	8/21/2012	ANDERSON, DONNA	919.03
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
V750	8/21/2012	BEIERSDORF, VICTORIA L.	1,031.10
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
V751	8/21/2012	BIGLER, JULIE L.	226.73
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
V752	8/21/2012	EICHELKRAUT, WILLIAM B.	1,883.45
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
V753	8/21/2012	HENDRICKSON, DARLENE M.	910.61
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V754	8/21/2012	LEHMANN, BRONNA B.	676.40
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
V755	8/21/2012	LITTLE, APRIL A. W.	1,611.03
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
V756	8/21/2012	MARTIN, JEREMY A	1,029.31
	Manual Check	Pay period 08/06/2012 to 08/19/2012	

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Check Nbr	Check Date	Payee	Amount
V757	8/21/2012	PENCE, BRENT	788.36
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V758	8/21/2012	SKOGEN, ROBERT M.	599.58
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V759	8/21/2012	VEENEMAN, MICHELLE	472.39
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15148	8/08/2012	FURMAN, RACHEL M.	277.69
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15149	8/07/2012	BUTTS, JERRY D.	1,274.96
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15150	8/07/2012	CHRISTENSEN, JEAN M.	691.32
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15151	8/07/2012	DIEDERICH, FREDERICK H.	943.74
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15152	8/07/2012	FREEMAN, DEBRA	585.76
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15153	8/07/2012	FURMAN, RACHEL M.	812.10
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15154	8/07/2012	HELLER, MOLLY K	314.42
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15155	8/07/2012	HULTINE, MOLLY M.	1,532.15
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15156	8/07/2012	O'CONNOR, THOMAS P.	1,214.22
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15157	8/07/2012	PAULI, DAVID J.	1,121.22
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15158	8/07/2012	PELTON, TERESA A.	819.41
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15159	8/07/2012	SOLBERG, SHEREE	271.52
	Manual Check	Pay period 07/23/2012 to 08/05/2012	
15160	8/07/2012	YOUNG, TERESA M	325.07
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15161	8/21/2012	BUTTS, JERRY D.	1,274.96
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15162	8/21/2012	CHRISTENSEN, JEAN M.	691.32
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15163	8/21/2012	DIEDERICH, FREDERICK H.	999.68
	Manual Check	Pay period 08/06/2012 to 08/19/2012	

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Check Nbr	Check Date	Payee	Amount
15164	8/21/2012	FREEMAN, DEBRA	506.45
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15165	8/21/2012	FURMAN, RACHEL M.	1,145.70
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15166	8/21/2012	HELLER, MOLLY K	58.72
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15167	8/21/2012	HULTINE, MOLLY M.	1,726.73
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15168	8/21/2012	MANKOWSKI, JAMES B.	724.70
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15169	8/21/2012	O'CONNOR, THOMAS P.	1,441.56
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15170	8/21/2012	PACE, JACK	125.37
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15171	8/21/2012	PAULI, DAVID J.	1,090.66
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15172	8/21/2012	PELTON, TERESA A.	862.08
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15173	8/21/2012	SOLBERG, SHEREE	254.49
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
15174	8/21/2012	YOUNG, TERESA M	314.42
	Manual Check	Pay period 08/06/2012 to 08/19/2012	
19054	8/01/2012	WMCCA	240.00
		JUD. EDUCATIONAL CERT. OCT 17 - TERESA	
19055	8/06/2012	HOESLY MEATS, INC.	448.90
		HAMBURGER FOR FOOD PANTRY	
19056	8/07/2012	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
19057	8/07/2012	AFLAC	478.04
		INV # 680435 JULY 26TH - AUG 22ND	
19058	8/07/2012	AGRECOL	6,000.00
		AQUATIC PLANT/ FISH RESTORATION	
19059	8/07/2012	ALLIANT ENERGY/WP&L	5,968.88
		ACCT # 366426-010	
19060	8/07/2012	ALLIANT ENERGY/WP&L (2)	804.45
		ACCT # 393374-010	
19061	8/07/2012	BAKER & TAYLOR	2,058.67
		INV # 2027135797	

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Posted From: 8/01/2012 From Account:
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Check Nbr	Check Date	Payee	Amount
19062	8/07/2012	BELLEVILLE MUNICIPAL WATER DEPT ACCT # 049-0101-00	1,414.36
19063	8/07/2012	BELLEVILLE MUNICIPAL WATER DEPT (2)	92.33
19064	8/07/2012	BOOK WHOLESALERS, INC. INV # 147549E	5.83
19065	8/07/2012	BROWNELLS, INC. ACCT # 01377913	102.92
19066	8/07/2012	CAPITAL LOCK, INC. INV # 45707 REKEY PW BLDG.	425.50
19067	8/07/2012	CENTER FOR LAND USE EDUCATION 2012 PLAN COMMISSION HANDBOOK, 2ND ED.	15.00
19068	8/07/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015586	134.25
19069	8/07/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0001982	273.63
19070	8/07/2012	CHEAPER THAN DIRT ORDER # 7780565A RIFLE CASE	134.95
19071	8/07/2012	CHRISTEN BROTHERS SERVICE INV # 68108 MOWER TIRE REPAIR	42.57
19072	8/07/2012	CINTAS CORPORATION ACCT # 446-32222	338.95
19073	8/07/2012	CITGO FLEET # 131801342	1,139.50
19074	8/07/2012	CITGO (2) FLEET # 132004243	1,024.30
19075	8/07/2012	DANE COUNTY REGISTER OF DEEDS CHETWOOD CUP	30.00
19076	8/07/2012	DANE COUNTY REGISTER OF DEEDS CORPORATE LIMITS	30.00
19077	8/07/2012	DANE COUNTY REGISTER OF DEEDS ANNEXATION ORDINANCE	30.00
19078	8/07/2012	DANE COUNTY TREASURER JULY REPORT	80.00
19079	8/07/2012	DEBRA FREEMAN TRIVIA NIGHT MEETING REIMBURSE MILEAGE	21.89
19080	8/07/2012	FARRELL EQUIPMENT & SUPPLY CO., INC. CUSTOMER ID VIL044	1,490.40

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Posted From: 8/01/2012 From Account:
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Check Nbr	Check Date	Payee	Amount
19081	8/07/2012	FIRST SUPPLY LLC - MADISON INV # 9454483-00	501.00
19082	8/07/2012	FRONTIER (2) 608-424-3545	234.03
19083	8/07/2012	GALLS, LLC ACCT # 4238944	96.98
19084	8/07/2012	GENERAL CODE INV # BILL007769	6,177.00
19085	8/07/2012	GORDON FLESCH CO., INC. 10V743	138.69
19086	8/07/2012	GREEN COUNTY HIGHWAY COMMISSION SEALCOAT/CRACKSEAL STREETS	27,684.68
19087	8/07/2012	GREEN COUNTY REGISTER OF DEEDS CORPORATE LIMITS	30.00
19088	8/07/2012	HAROLD'S EXCAVATING CO. EVELYN PILLER FUNERAL	1,580.00
19089	8/07/2012	HAWKINS, INC. INV # 3367770 CHEMICALS	804.75
19090	8/07/2012	INGRAM LIBRARY SERVICES INV # 05810649	36.70
19091	8/07/2012	IRON WORKS CONSTRUCTION CO PAYMENT #4	8,034.25
19092	8/07/2012	KIM HEGSTROM REFUND CITATION OVERPAYMENT	7.00
19093	8/07/2012	LAMBEAU TELECOM ACCT # PW032859	259.50
19094	8/07/2012	MARY GEHIN REIMBURSE JUDGE TRIAL SEMINAR	292.31
19095	8/07/2012	MENARDS ACCT # 30580417	215.62
19096	8/07/2012	MIDWEST TAPE INV # 90190143	614.61
19097	8/07/2012	MILPORT ENTERPRISES, INC. INV # 223569 ALUM SULFATE	3,589.08
19098	8/07/2012	NEWS PUBLISHING COMPANY, INC. ELECTIONS	936.41
19099	8/07/2012	NORTH SHORE BANK, FSB AUGUST 7TH PAYROLL	250.00

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Check Nbr	Check Date	Payee	Amount
19100	8/07/2012	NORTHERN LAKE SERVICE, INC. INV # 217832	333.60
19101	8/07/2012	PURCHASE POWER ACCT # 8000-9090-0547-6721	1.00
19102	8/07/2012	QUILL CORPORATION ACCT # C264557	395.56
19103	8/07/2012	SHORT ELECTRIC INC INV # 17889 POWER ISSUE @ PW	128.20
19104	8/07/2012	SOUTH CENTRAL LIBRARY SYSTEM INV # 11-1197 RECEIPT PAPER,LABELS,CARDS	239.66
19105	8/07/2012	STATE OF WISCONSIN JULY REPORT	242.80
19106	8/07/2012	SUGAR RIVER BANK BUTTS	200.00
19107	8/07/2012	THE MINNESOTA LIFE INSURANCE COMPANY SEPTEMBER 2012 PREMIUM	418.52
19108	8/07/2012	VERONA ACE HARDWARE INV # 94439 PAINT	149.95
19109	8/07/2012	VERONA AREA SCHOOL DISTRICT USED IRRIGATION SYSTEM	5,000.00
19110	8/07/2012	VILLAGE OF MCFARLAND POLICE DEPT. LEGAL UPGRADE TRAINING INV # 1011	75.00
19111	8/07/2012	WASTE MANAGEMENT OF WI-MN AUGUST CHARGES	13,304.30
19112	8/07/2012	WEAVER AUTO PARTS - NEW GLARUS INV # 508544	19.20
19113	8/07/2012	WJZ CLEANING, LLC INV # 5981JULY CLEANINGS	440.00
19114	8/07/2012	WJZ CLEANING, LLC (2) INV # 5946 JULY CLEANINGS	370.00
19115	8/08/2012	WISCONSIN DEPARTMENT OF NATURAL RESOURCES SERV-US ST STORMWATER PERMIT	300.00
19116	8/09/2012	UNIVERSITY OF WISCONSIN BRONNA LEHMANN ON LINE COURSE	415.00
19117	8/14/2012	DANE COUNTY REGISTER OF DEEDS MAGRONE CUP (2)	60.00
19118	8/22/2012	ADAMS OUTDOOR ADVERTISING BILLBOARD FOR LAKEFEST 2012	200.00

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Posted From: 8/01/2012 From Account:
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Check Nbr	Check Date	Payee	Amount
19119	8/23/2012	*** Test Check *** Test Check *** VOID *** VOID *** VOID *** VOID ***	0.00
19120	8/23/2012	ALLIANT ENERGY/WP&L (3) ACCT # 167309-010	2,461.54
19121	8/23/2012	ANGELA MORRICK AUGUST 14TH ELECTION	50.00
19122	8/23/2012	BAKER & TAYLOR INV # 2027278758	1,210.15
19123	8/23/2012	BRONNA LEHMANN MILEAGE REIMBURSEMENT	37.07
19124	8/23/2012	CAREER TRACK HR COURSE OCT 29TH - DONNA & APRIL	398.00
19125	8/23/2012	CARQUEST AUTO PARTS STORES CUSTOMER # 1580026	25.31
19126	8/23/2012	CATE MACHINE AND WELDING, INC. INV # 35950	96.38
19127	8/23/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	291.44
19128	8/23/2012	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015388	133.18
19129	8/23/2012	CHIEF INV # 110657 M HULTINE	216.33
19130	8/23/2012	CODE 3 TACTICAL SUPPLY	63.88
19131	8/23/2012	CURT STRUTZ SEPT 2ND PERFORMANCE	345.00
19132	8/23/2012	CUSTOM MANUFACTURING, INC. INV # 4711	75,000.00
19133	8/23/2012	DAWN SASS AUGUST 14TH ELECTION	50.00
19134	8/23/2012	ED NIEBUHR LIGHTING INV # 28103 CLEAR LIGHTS	38.16
19135	8/23/2012	FIRST SUPPLY LLC - MADISON INV # 9454620-00	267.00
19136	8/23/2012	FRANCOIS SALES & SERVICE, INC. ACCT # 3481	57.24
19137	8/23/2012	GENERAL CODE BE2959	306.00

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19138	8/23/2012	GENERAL ENGINEERING COMPANY JULY BUILDING PERMITS	3,318.00
19139	8/23/2012	GORDON FLESCH COMPANY, INC. ACCOUNT # 10Q159	129.00
19140	8/23/2012	GREEN COUNTY SOLID WASTE JULY	323.42
19141	8/23/2012	HAWKINS , INC. CUSTOMER # 111983	444.97
19142	8/23/2012	INGRAM LIBRARY SERVICES INV # 05919831	4.68
19143	8/23/2012	JANET BABLER AUGUST 14TH ELECTION	50.00
19144	8/23/2012	JEFFERSON FIRE & SAFETY, INC. INV # 189296 RECHARGE EXTINGUISHER	63.00
19145	8/23/2012	JO ANN W. THERKELSEN AUGUST 14TH ELECTION	50.00
19146	8/23/2012	JOAN ROOT AUGUST 14TH ELECTION	50.00
19147	8/23/2012	JUDY MOE AUGUST 14TH ELECTION	50.00
19148	8/23/2012	LAMBEAU TELECOM ACCT # PW032859	58.20
19149	8/23/2012	LEGLER CONCRETE LLC INV # 394 REPLACE SIDEWALK ON SUGAR AVE	1,987.50
19150	8/23/2012	LUCILLE O'CONNOR AUGUST 14TH ELECTION	50.00
19151	8/23/2012	MADISON COLLEGE PROT SVS SPECIAL TRAINING 1	26.37
19152	8/23/2012	MARIS ASSOCIATES INV # 0434	213.75
19153	8/23/2012	MARY AUSTIN AUGUST 14TH ELECTION	50.00
19154	8/23/2012	MARY LOU BOLLIG AUGUST 14TH ELECTION	50.00
19155	8/23/2012	MIDWEST TAPE INV # 90275484	320.76
19156	8/23/2012	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC INV # 4057 LAKE BELLE VIEW MONITORING	1,596.90

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2012 From Account:
Thru: 8/31/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19157	8/23/2012	MSA PROFESSIONAL SERVICES, INC. R00372049.0 B'VILLE GEN ENGINEERING 2012	6,851.62
19158	8/23/2012	NCL OF WISCONSIN, INC ACCT # 4400	33.28
19159	8/23/2012	NEILD CUSTOM DESIGNS LLC INV # 216 NEW POLICE SIGN	85.00
19160	8/23/2012	NORTH SHORE BANK,FSB AUGUST 21ST PAYROLL	250.00
19161	8/23/2012	PURE WATERS, LLC INV # 89257	29.00
19162	8/23/2012	QUILL CORP ACCT # C437160	375.83
19163	8/23/2012	REINDERS, INC. ACCT # 278854	64.74
19164	8/23/2012	RIVERSIDE MANUFACTURING COMPANY ACCOUNT # 208065	323.56
19165	8/23/2012	ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FAMILY DOLLAR	529.62
19166	8/23/2012	SHARON FELLOWS AUGUST 14TH ELECTION	50.00
19167	8/23/2012	SUGAR RIVER BANK BUTTS	200.00
19168	8/23/2012	SYLVIA ZENTNER AUGUST 14TH ELECTION	50.00
19169	8/23/2012	TIME BOOKS 100 MOST INFLUENTIAL PEOPLE	46.90
19170	8/23/2012	U.S. CELLULAR ACCT # 335032686	23.50
19171	8/23/2012	UNEMPLOYMENT INSURANCE ACCT # 693059-000-0	179.91
19172	8/23/2012	UNITED LABORATORIES INV # 020983 DEGREASER	289.32
19173	8/23/2012	VILLAGE OF BELLEVILLE HEALTH CARE FLEX BENEFIT ACCT DEPOSIT	745.03
19174	8/23/2012	VIRGINIA SCHENK AUGUST 14TH ELECTION	50.00
19175	8/23/2012	WE ENERGIES ACCT # 4623-106-234	78.73

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2012 From Account:
Thru: 8/31/2012 Thru Account:

Check Nbr	Check Date	Payee	Amount
19176	8/23/2012	WE ENERGIES (3) ACCT # 6227-305-139	18.60
19177	8/23/2012	WI DEPARTMENT OF TRANSPORTATION INV # 497 CITATION BOOK	5.00
19178	8/23/2012	WISCONSIN TOWNS ASSOCIATION 12 FINANCE/BUDGET WORKSHOP-DONNA	65.00
19179	8/28/2012	MARECHIEL SANTOS-LANG REIMBURSE FOR LAKEFEST EXPENSES	725.83
19180	8/28/2012	NUMMELIN TESTING SERVICES, INC. INV # 10178 PED BRIDGE SOIL OBSERVATION	691.73
19181	8/28/2012	WESTERN CONTRACTORS INC PAY APPLICATIONS #1 INV 1219-1	106,144.45
ACHAUGDENT	8/01/2012 Manual Check	DENTAL INSURANCE ACH DENTAL INS AUGUST PREMIUM	1,521.91
ACHSEPTHEAL	8/24/2012 Manual Check	HEALTH INSURANCE ACH HEALTH INS SEPT. PREMIUM	16,552.70
Grand Total			363,732.62

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2012 From Account:
Thru: 8/31/2012 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	93,952.80
Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND	6,177.00
Total Expenditure from Fund # 510 - TIF 3 / FAR WEST SIDE DEV	203.00
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	14,326.18
Total Expenditure from Fund # 600 - WATER & SEWER	23,879.95
Total Expenditure from Fund # 650 - STORM WATER UTILITY	4,101.71
Total Expenditure from Fund # 800 - LAKE RESTORATION	199,883.56
Total Expenditure from Fund # 900 - LIBRARY	19,747.19
Total Expenditure from Fund # 950 - CEMETERY FUND	1,461.23
Total Expenditure from all Funds	363,732.62

AUGUST 2012 TREASURER'S REPORT

Account Balances:	CHECKING	SAVINGS	CD ACCOUNTS	TOTALS
General Fund (100)	\$707,932.20	\$0.00		\$707,932.20
Debt Services (300)	\$243,053.73	\$0.00		\$243,053.73
Debt Service Reserve Funds	\$186,636.54			\$186,636.54
Capital Projects (500)	-\$8,153.48	\$0.00		(\$8,153.48)
TIF 3 (510)	-\$203,142.45	\$50,577.74		(\$152,564.71)
TIF 4 (520)	-\$9,106.67	\$0.00		(\$9,106.67)
TIF 5 (530)	-\$16,109.70	\$0.00		(\$16,109.70)
Waste Management (550)	-\$15,276.65	\$0.00		(\$15,276.65)
Water/Sewer (600)	\$766,267.26	\$538,775.31		\$1,305,042.57
Stormwater (650)	\$33,593.99	\$0.00		\$33,593.99
CDA (720)	\$13,148.59	\$362,145.15		\$375,293.74
Lake Restoration (800)	-\$125,282.84	\$0.00		(\$125,282.84)
Library (900)	\$190,271.92	\$0.00		\$190,271.92
Cemetery (950)	\$29,445.44	\$24,761.28		\$54,206.72
	<u>\$1,793,277.88</u>	<u>\$976,259.48</u>	<u>\$0.00</u>	<u>\$2,769,537.36</u>
Prior Month End Balance	\$1,526,015.96	Debits	Credits	
Expenditures:		\$323,364.63		
Payroll		\$64,552.67		
Receipts:			\$654,729.34	
Prior Month Interest			\$449.88	
Month End Balance 8/31/12	\$1,793,277.88			

WATER AND SEWER TREASURERS REPORT

2012 as of AUGUST 31, 2012	Earned
Savings	193.06
Checking INTEREST	<u>102.17</u>
Total Distributed to Checking Accounts	295.23

<u>WATER</u>	PREVIOUS BALANCE	AUGUST MONTH	CURRENT BALANCE
DESIGNATED FOR PROJECTS			
2009 Water Main Project R00372027.0	26,458.65	0.00	26,458.65
2010 Hwy 92 project 2010 borrow 325000 net 310,062	51,848.60	0.00	51,848.60
SUB TOTAL	78,307.25	0.00	78,307.25
 Reserve	34,885.43	0.00	34,885.43
Prior undesignated \$173,708.58 & cash \$22,400.20	29,532.30	0.00	29,532.30
	64,417.73	0.00	64,417.73
GENERAL OPERATION			
2012 Revenue	119,813.00	19,385.51	139,198.51
2012 Expense	-79,978.79	-10,207.50	-90,186.29
2012 Public Fire Protect Rev	61,308.32	8,073.03	69,381.35
Miscellaneous Revenue	6,868.74	1,267.30	8,136.04
Internal Transfer Designated Projects	0.00	0.00	0.00
cash	<u>286,669.02</u>	<u>0.00</u>	<u>286,669.02</u>
SUB TOTAL WORKING CASH	394,680.29	18,518.34	413,198.63
INTEREST	592.55	128.08	720.63
TOTAL WATER	537,997.82	18,646.42	556,644.24

<u>SEWER</u>	PREVIOUS BALANCE	AUGUST MONTH	CURRENT BALANCE
DESIGNATED FOR PROJECTS			
2010 Hwy 92 project village 2010 borrow 79,952	20,893.09	0.00	20,893.09
SUB TOTAL	20,893.09	0.00	20,893.09
WWTP R&R	161,631.58	0.00	161,631.58
Reserve	105,444.80	0.00	105,444.80
Future Clean Water Debt	368,912.78	0.00	368,912.78
TOTAL	474,357.58	0.00	474,357.58
GENERAL OPERATIONS			
2012 Billing Revenue	448,136.17	74,773.24	522,909.41
2012 Expense	-167,873.63	-15,416.02	-183,289.65
Monthly Payment to Clean Water Acct (-55,000)	-385,000.00	-55,000.00	-440,000.00
Transfer to/from account	0.00	0.00	0.00
cash	-125,665.72	0.00	-125,665.72
SUB TOTAL WORKING CASH	-230,403.18	4,357.22	-226,045.96
Deduct Meter Revenue	2,100.00	350.00	2,450.00
Miscellaneous Revenue	4,093.64	25.00	4,118.64
Connection Fee (new home)	776.00	0.00	776.00
Remaining 2011 C Water 401457.43 & CONNECTION 4583.86	406,311.29	0.00	406,311.29
Monthly Deposit to Clean Water Acct (55,000)	385,000.00	55,000.00	440,000.00
Clean Water Debt Payment	-537,309.54	0.00	-537,309.54
TOTAL CLEANWATER	254,001.75	55,000.00	309,001.75
INTEREST	1,058.97	156.68	1,215.65
prepaid/prior yr exp	0.00	0.00	0.00
TOTAL SEWER	688,509.43	59,888.90	748,398.33

TOTALS			
WATER	537,997.82	18,646.42	556,644.24
SEWER	688,509.43	59,888.90	748,398.33
BANK STATEMENTS	1,226,507.25	78,535.32	1,305,042.57
Jerry's Petty Cash	25.00	0.00	25.00
BALANCE SHEET	1,226,532.25	78,535.32	1,305,067.57

<u>JULY INTEREST JE</u>	<u>DEBIT</u>	<u>CREDIT</u>
600-00-11101-000-000 CASH	295.23	
600-10-48110-419-000 WATER		129.50
600-20-48110-419-000 SEWER		165.73

Fund: 600 - WATER & SEWER
Report Date: 08/31/2012

Account Number		Debit	Credit
600-00-11101-000-000	TREASURERS CASH - CHECKING SRB	324,175.28	
600-00-11103-000-000	CURRENT SEWER CONNECTION FEE		
600-00-11104-000-000	WWTP REPAIR & REPLACEMENT CASH	161,631.58	
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	254,001.75	
600-00-11109-005-000	WATER PROJECTED PROJECTS	26,458.65	
600-00-11110-002-000	SAVINGS PRIOR R&R FUND	200,871.00	
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		1,305,067.57	
600-00-13100-000-142	CUSTOMER ACCOUNTS RECEIVABLE	120,209.60	
600-00-13105-000-142	ACCTS REC. OTHER		
ACCOUNTS RECEIVABLE		120,209.60	
600-00-14000-000-183	CONSTRUCTION/SEWER		
OTHER ASSETS & DEFERRED DEBITS			
600-00-15100-000-145	DUE FROM GENERAL FUND	0.17	
DUE FROM OTHER FUNDS		0.17	
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	13,428.00	
600-00-16111-000-185	DEBT ISSUE COSTS - 2010 BAN	11,950.00	
INVENTORIES		34,101.00	
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: 08/31/2012

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	2,122,749.51	
600-00-18115-000-345	WATER SERVICES	914,553.54	
600-00-18115-000-346	WATER METERS	344,438.87	
600-00-18115-000-348	WATER HYDRANTS	249,542.20	
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		345,187.02
600-00-18390-002-110	ACCUMULATED DEPRECIATION CIAC		269,448.00
=====			
	WATER UTILITY PLANT	4,810,569.76	
=====			
600-00-19112-000-312	SEWER SERVICE CONNECTIONS	113,234.12	
600-00-19112-000-313	SEWER COLLECTING SYSTEM	3,761,841.92	
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: 08/31/2012

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		2,501,968.00
600-00-19390-000-183	ACCUMULATED DEPRECIATION		
SEWER UTILITY		11,064,518.35	
TOTAL ASSETS		17,334,466.45	
600-00-21200-000-000	VOUCHERS PAYABLE		
600-00-21200-000-232	VOUCHERS PAYABLE		
ACCOUNTS PAYABLE			
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		31,235.00
600-00-22300-000-227	WTR SCHOOL ST- 08 NOTE		585,421.00
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		33,497.00
600-00-22500-000-224	CLEAN WATER FUND		778,029.42
600-00-22500-000-225	CLEAN WATER FUND NEW PLANT		5,553,178.78
600-00-22500-000-226	SWR SCHOOL ST - 08 NOTE		35,215.00
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			7,415,956.20
600-00-25100-000-236	TAXES DUE TO GENERAL FUND		55,088.00

Fund: 600 - WATER & SEWER
Report Date: 08/31/2012

Account Number		Debit	Credit
600-00-25100-000-253	WATER PSC/CIAC		55,404.00
600-00-25101-425-000	AMORTIZ OF REG LIABILITY (REV)		36,936.00
DUE TO OTHER FUNDS			147,428.00
TOTAL LIABILITY			7,563,384.20
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		9,168,271.18
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			9,168,271.18
600-00-34200-000-000	NET INCOME/EXPENSE SUMMARY		660,855.72
FUND BALANCE			660,855.72
TOTAL FUND EQUITY			9,829,126.90
	2012 Revenues		752,740.83
	2012 Expenditures	810,785.48	
GRAND TOTALS		18,145,251.93	18,145,251.93

PLANNING COMMISSION REPORT

September 12, 2012

NEW BUSINESS

1. None

OLD BUSINESS

1. Review Village Wide Design Guidelines and Landscaping Guidelines –
 - a. Ordinance 10-1-92(e)(1) [615-38E(1)] requires landscaping be not less than 10% of surfaced area. There was quite a bit of discussion as to what “surfaced area” means. The PC is making two recommendations:
 - i. **This requirement will become part of the landscaping worksheet to make sure this requirement is being met.** In the past the PC hasn’t really addressed this when looking at plans.
 - ii. **In the ordinance where the 10% is addressed add the word “impervious” in front of “surfaced area”.** This will bring the language more in line with present language in the Storm Water Utility.
 - b. The requirements for parking lot screening next to residential areas are different between the Belleville Landscape Guidelines and the Village Ordinance 10-1-92(e)(4). **The PC recommends changing the Belleville Landscape Guidelines to conform to the Village Ordinance 10-1-92(e)(4) [615-38E(4)].**
 - c. The requirement for minimum width of curbed islands is different between the Village Wide Design Guidelines (Part 3) and Belleville Landscape Guidelines (h 2 b). **The PC recommends changing the Belleville Landscape Guidelines to conform to the Village Wide Design Guidelines.**
2. Review Industrial and Business Park Zoning for permitted, conditional and non-permitted uses. – **The PC recommends adopting the proposed changes to 10-1-44 (615 Attachment 2).** This will help eliminate some problems the PC has had recently with certain types of businesses in the commercial districts.
3. Proposal for Intergovernmental Agreement between the Village of Belleville and the Town of Montrose – Montrose has responded to the Village proposed changes. At a recent meeting, Sept. 10, 2012, language was agreed on that should make the draft agreeable to both parties. The proposed draft will be taken into the PC and then the VB.
4. Proposal for 10-6-4 – Unincorporated Areas within Extraterritorial Plat Approval Jurisdiction – Waiting to finish Intergovernmental Agreement.

Terry Kringle
PC Chairperson

Village of Belleville
Intergovernmental Subcommittee
Of the
Planning Commission Minutes
Monday, September 10, 2012, 7:00 p.m.

Present for Belleville: Terry Kringle and Howard Ward

- 1) The meeting was called to order by Terry Kringle at 7:10
- 2) Old Business
 - a) Intergovernmental Agreement Document draft – We made two changes to the draft:
 - i) Added a paragraph requiring developer agreements contain language informing buyers of pre-existing conditions due to agricultural operations.
 - ii) Removed the penalty language requiring the Village to pay taxes to Montrose for 5 years longer than required by state statute.
- 3) New Business: None
- 4) The meeting was adjourned at 7:45 pm

Submitted by
Terry Kringle

Village of Belleville
Police Committee Meeting Minutes
September 5th, 2012
5:45pm
Belleville Village Hall
24 West Main Street
Belleville, WI 53508

Agenda

Call to Order

Visitors Who Would Like to Speak Now: None

Visitors Who Would Like to Speak on an Agenda Item: None

Approval of the August 13th, 2012 Minutes: Motion made by Bonnie second by Ben to approve the minutes. Motion Carried

OIC's Report: See Handout

Motion to go into Closed by Debbie Second by Bonnie. Motion Carried

Roll Call Vote Taken

New Business

- 1) Adjourn to close session per Wisconsin statute 19.85(1)(c) considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governing board has jurisdiction responsibility and consideration or employee performance complaint.
Motion to go into open Session by Debbie second by Bonnie. Motion Carried
In closed session resumes were discussed.

Old Business

- 1) Discussion and Possible action for Budget 2013: The budget was discussed for 2013 but no action taken.

Motion to Adjourn by Debbie Second by Bonnie Motion Carried

Present: Debra Kazmar, Bonnie Wilcox, Bill Eichelkraut, Ben O'Brien, and April Little

Adjournment

Debra Kazmar

Police Committee Chairperson

Next Meeting September 10th, 2012 at 5:45 pm

Village of Belleville
Community Economic and Development Committee
Minutes
July 12, 2012
Village Hall

Present: Bonnie Wilcox, Herb Blaser, Jerry Jansen, Rick Francois, Christine Lade, and Mike O'Connor.

Special Guests: Anna Schramke and Andy Ziehli.

Excused Absence: Scott Hayes, Johan Veeneman, and Diane O'Connor

Meeting called to order by Chair, Judy Bacha at 7:02 AM.

Rick Francois moved to approve the June 14, 2012 minutes as written. Jerry Jansen seconds the motion.

A short and intense discussion took place on taking the new Village website live. With the work load of the village staff, the website construction is worked into available time. Anna Schramke suggested adding links to demographic statistics and the website "Locate in Wisconsin". Rick Francois suggested looking for an intern from Blackhawk Tech or one of the other institutions to finish the website and develop a procedure manual to update the site when required.

Business entrepreneur, Andy Ziehli provided the committee with a presentation on his new endeavor, Action Guitars located at 2 West Main Street. The store front will allow the expansion of his guitar business.

Duluth Trading has completed work on there new call center and outlet store on River Street. Jerry Jansen informed the members that GCDC will make a presentation to the Village Board at the August 6th board meeting. Jerry recommended members attend it possible.

Herb Blaser moved to adjourn. Bonnie Wilcox seconds the motion.

Meeting adjourned at 8 AM.

Respectfully submitted,

Judy Bacha, Chair

Belleville Library Board Meeting

August 15, 2012

Call to Order: The meeting was called to order at 6:10 pm.

Present: Denise Musschl, Heidi Clark, Jean Christensen, Linda Schmitt

Absent: Bonnie Wilcox, Mary Gehin

Visitors Who Would Like to Speak Now:

Visitors Who Would Like to Speak on an Agenda Item:

Reading of Minutes from Last Meeting/Secretary's Report: The minutes from the July 2012 meeting were reviewed; Linda made a motion to accept the minutes with corrections to add seconds to the motions; Heidi seconded the motion and the motion was carried.

Treasurer's Report:

a. Payment of Bills

Board members reviewed the budget comparison report dated August 2, 2012; Linda made a motion to accept the payment of bills, Denise seconded and the motion was carried.

Linda made a motion to transfer \$67,970.00 from Village General Checking account 119546 to open a new certificate of deposit for 2 years at Union Bank and Trust for Future Library Needs as determined by the Belleville Library Board, Denise seconded and the motion was carried.

Jean reported that Belleville sends DVDs to the New Glarus Library for cleaning at a cost of \$.50/per disc, and will now need to cut a check for each payment. Linda suggested asking New Glarus what it might cost for the year so we could send one check.

OLD BUSINESS

A. Building

B. Beyond the Page

Jean reported that MCF hired a new coordinator and that the funds participating libraries have thus far raised for Beyond the Page has been variable.

NEW BUSINESS

A. SCLS Agreement to Participate in Shared Integrated Library System (ILS) and Technology Service (TS)

The agreement between SCLS and Belleville Public Library was discussed; Linda made a motion to participate in Shared Integrated Library System (ILS) and Technology Service (TS) and sign the agreement; Heidi seconded and the motion was carried.

REPORTS

A. Village Representative:

B. Director:

1. The Library will be involved in the September 2 Belleville Park Ceremony. The Library is providing the Bass Master program, Bronna will provide two Storytimes, and the Library will have an information booth at the Lake Grand Opening.
2. The July 2012 statistics report was reviewed.
3. Board members reviewed the Summer Reading Program report Bronna provided. Board members would like to extend their appreciation to Bronna and the entire Library staff for coordinating another highly successful Summer Reading Program for children and adults alike.

Adjournment:

Heidi made motion to adjourn; Linda seconded the motion. The motion was carried and the meeting was adjourned at 6:50 pm.

Code Adoption Ordinance

Ordinance No. 2012-09-01

AN ORDINANCE TO REVISE AND CONSOLIDATE, AMEND, SUPPLEMENT AND CODIFY THE GENERAL ORDINANCES OF THE VILLAGE OF BELLEVILLE

The Village Board of the Village of Belleville does hereby ordain as follows:

§ 1-6. Adoption of Code.

Pursuant to § 66.0103, Wis. Stats., the ordinances of the Village of Belleville of a general and permanent nature adopted by the Village Board of the Village of Belleville, as revised, codified and consolidated into chapters and sections by General Code, and consisting of Chapters 1 through 615, are hereby approved, adopted, ordained and enacted as the "Code of the Village of Belleville," hereinafter referred to as the "Code."

§ 1-7. Code supersedes prior ordinances.

This ordinance and the Code shall supersede all other general and permanent ordinances enacted prior to the enactment of this Code, except such ordinances as are hereinafter expressly saved from repeal or continued in force.

§ 1-8. Continuation of existing provisions.

The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances.

§ 1-9. Copy of Code on file.

A copy of the Code has been filed in the office of the Village Clerk/Treasurer and shall remain there for use and examination by the public for at least two weeks, in accordance with § 66.0103, Wis. Stats., and until final action is taken on this ordinance, and, if this ordinance shall be adopted, such copy shall be certified to by the Village Clerk/Treasurer, and such certified copy shall remain on file in the office of said Village Clerk/Treasurer to be made available to persons desiring to examine the same during all times while said Code is in effect.

§ 1-10. Amendments to Code.

Any and all additions, deletions, amendments or supplements to the Code, when adopted in such form as to indicate the intention of the Village Board to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the Village of Belleville" shall be understood and intended to include such additions, deletions, amendments or supplements. Whenever such additions, deletions, amendments or supplements to the Code shall be adopted, they shall thereafter be inserted in the Code as amendments and supplements thereto.

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Code Adoption Ordinance

§ 1-11. Publication; filing.

The Clerk/Treasurer of the Village of Belleville, pursuant to law, shall cause to be published, in the manner required by law, a notice of the adoption of this ordinance. Sufficient copies of the Code shall be maintained in the office of the Clerk/Treasurer for inspection by the public at all times during regular office hours. The publication of notice of the enactment of this ordinance, coupled with the availability of a copy of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-12. Code to be kept up-to-date.

It shall be the duty of the Village Clerk/Treasurer, or someone authorized and directed by the Clerk/Treasurer, to keep up-to-date the certified copy of the Code required to be filed in the Clerk/Treasurer's office for use by the public. All changes in said Code and all ordinances adopted - subsequent to the effective date of this codification which shall be adopted specifically as part of the Code shall, when finally adopted, be included therein by reference until such changes or new ordinances are included as supplements to said Code book.

§ 1-13. Sale of Code.

Copies of the Code, or any chapter or portion of it, may be purchased from the Clerk/Treasurer or an authorized agent of the Clerk/Treasurer upon the payment of a fee to be set by the Village Board. The Clerk/Treasurer may also arrange for procedures for the periodic supplementation of the Code.

§ 1-14. Altering or tampering with Code; penalties for violation.

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, any part or portion of the Code or to alter or tamper with such Code in any manner whatsoever which will cause the law of the Village of Belleville to be misrepresented thereby. Anyone violating this section or any part of this ordinance shall be subject, upon conviction, to a penalty as provided in § 1-4 of the Code.

§ 1-15. Severability of Code provisions.

Each section of the Code and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof. If any provision of this Code or the application thereof to any person or circumstances is held invalid, the remainder of this Code and the application of such provision to other persons or circumstances shall not be affected thereby.

§ 1-16. Severability of ordinance provisions.

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

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Code Adoption Ordinance

§ 1-17. Repealer.

All ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Village of Belleville which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.

§ 1-18. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-17 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance adopted subsequent to May 7, 2012.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.
- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- G. Any ordinance appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the Village's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract or obligation.
- I. The levy or imposition of taxes, assessments or charges.
- J. The annexation or dedication of property or approval of preliminary or final subdivision plats.
- K. Ordinances providing for local improvements or assessing taxes or special assessments therefor.
- L. All currently effective ordinances pertaining to the rate and manner of payment of salaries and compensation of officers and employees.
- M. Any legislation relating to or establishing a pension plan or pension fund for municipal employees.

Code Adoption Ordinance

- N. Any ordinances adopting or amending the Zoning Map or otherwise rezoning property.
- O. Any charter ordinances.
- P. Any ordinance or portion of an ordinance establishing or amending a specific fee amount for any license, permit or service obtained from the Village.
- Q. Any ordinance or portion of an ordinance establishing or amending a deposit or bond schedule.
- R. Any ordinance or portion of an ordinance establishing or amending rates or charges for water or sewer service.

§ 1-19. Changes in previously adopted ordinances; new ordinance.

- A. In compiling and preparing the ordinances for publication as the Code of the Village of Belleville, no changes in the meaning or intent of such ordinances have been made, except as provided for in Subsection C hereof. Certain grammatical changes and other minor nonsubstantive changes were made in one or more of said pieces of legislation. It is the intention of the Village Board that all such changes be adopted as part of the Code as if the ordinances had been previously formally amended to read as such.
- B. The adoption of the Code includes the adoption of the following new ordinance: Chapter 352, Mining, Nonmetallic.
- C. The amendments and/or additions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)

§ 1-20. When effective.

This ordinance shall take effect upon passage and publication as required by law.

Adopted this _____ day of _____ 2012

Howard Ward
Village President

ATTEST:

April Little
Village Administrator/Clerk/Treasurer

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VILLAGE OF BELLEVILLE RESOLUTION #2012-09-01:

Resolution of Village Of Belleville, Counties of Dane and Green,
Establishing a Fee Schedule

DRAFT 9/4/12

RESOLUTION

The Village Board of the Village of Belleville do hereby ordain as follows:

WHEREAS, Under the Belleville Municipal Code, the Village Board has the authority to establish fees and charges; and

WHEREAS, the Village wishes to manage its fee schedule in the most efficient manner possible; and

WHEREAS, The Village Board shall annually review all fees and adopt any necessary fee changes by resolution;

NOW THEREFORE the Village Board hereby establishes the following Fees Schedule to guide the charging of fees in accordance with the Belleville Municipal Code.

Fee Schedule. The following fees are applicable for Village of Belleville licenses, permits and services:

Section (New)	License/Fee Type	Fee Now	Changes/ Comments
121-5D	Village Attorney (Created 99-3-1)	As approved by Board	
N/A	Policy Manual Travel Expenses - Mileage (Rev.Res 02-08-01)	Current IRS Rate	REMOVE – set by handbook Sect. 8-2?
N/A	Policy Manual Travel Expenses - Meals	\$ 5.00 Breakfast \$ 8.00 Lunch \$13.00 Dinner	REMOVE – set by handbook Sect. 8-2?

121-12B	Village Engineer	\$26.00 Daily	
70-11	Statement of Real Property Status (Rev Res 02-08-01)	As approved by Board \$10.00	\$25.00
145-5F	Copying of Public Records	25¢ per copied page	ok
183-9	Private Alarm System Permit - <i>Permit deleted; false alarm charge now only</i>	\$10.00 per alarm system	DELETE - on court deposit schedule
PARKS		Fee Now	Changes / Comments
	License/Fee Type		
	Picnic Table Rental (Deleted - Res 01-08-01)		Bring back? \$10/table + security deposit (Village moves)
390-1B(19)	Park Light Fees (Res. 07-04-01)	\$12.50 per hour	\$20 per hour
390-5B	Shelter Reservation - Resident (Res. 07-01-01)	\$30.00	[\$50-60 is the high side] \$40 per shelter
390-5B	Shelter Reservation - Non Resident (Res. 07-01-01)	\$40.00	\$50 per shelter
390-1B(19)	Park Use Security Deposit (Res 01-08-01)	\$100.00	Add: "per park"
CEMETERY		Fee Now	Changes / Comments
	License/Fee Type		
231-4B	Sale of Cemetery Lots (Res 98-1-1) (Res 01-08-01)/(Res 07-01-01)	\$400.00	\$450.00
231-4D	Site Preparation (Res 01-08-01) (Res 07-01-01)	\$175.00	Ok
231-5B(1)	Transfer/Reconveyance of Cemetery Lots (Res 98-1-1) (Rev Res 02-8-01)	\$25.00 each	Ok
ANIMAL LICENSING		Fee Now	Changes / Comments
191-3A(3)	Spayed Female or Neutered Dogs and Cats (Rev Res 2005-12-01)	\$10.00 annually	Dane County keeps \$1.25; average is \$12.50
191-3A(3)	Unspayed Female or Unneutered Dogs and Cats (Rev Res 2005-12-01)	\$15.00 annually	Average is \$17.50
191-3B	Kennel License (Rev Res 2005-3-01)	Deleted	Put in zoning code as CUP
191-4	Late Renewal Dog/Cat License (Created Res 02-8-01)	\$5.00 After April 1st	Change noted for editorial analysis

LIQUOR & TOBACCO & AMUSEMENT LICENSING			Fee Now	Changes / Comments
320-5F	Retail "Class A" Intoxicating Liquor (Rev Res 02-8-01)		\$250.00 annually	\$50 is min. / \$500 max
320-5G	Retail "Class B" Intoxicating Liquor (Rev Res 02-8-01)		\$250.00 annually	\$50 is min. / \$500 max
320-5A	Class "A" Fermented Malt Beverage		\$100.00 annually	Ok - at statutory max
320-5B	Class "B" Fermented Malt Beverage		\$100.00 or 3/4 of that amount for a 6-month period	Ok - at statutory max
320-5C	Temporary Class "B" Fermented Malt Beverage (Picnic) (Res 07-01-01)		\$10.00 per day	Ok - at statutory max
320-5D	Temporary Class "B" Wine (Res 07-01-01)		\$10.00 per day	Ok - at statutory max
320-5E	Wholesaler's License		\$25.00 annually	???
320-5H	"Class" C Wine License		\$100.00 annually	Ok - at statutory max
320-5I	Reserve "Class B" License (Created 98-12-1) Initial issuance fee		\$10,000.00	Ok - at statutory max
320-21D(1)	Operator's License - Two Year License Renewal (Rev Res 02-8-01)		\$25.00	
320-21D(1)	Provisional Operator's License (Rev Res 02-8-01)		\$30.00 New \$15.00 /60 days \$10.00 Re-issuance	Ok - at statutory max
237-2	Cigarette (Rev Res 02-8-01)(Rev Res 2005-3-01) (Effective 5/01/05)		\$100.00	Ok - at statutory max
320-19E	Beer Garden		\$25.00 annually	
320-20B(3)	Sidewalk Cafe		\$25.00 annually	
187-2	Amusement Device License (Rev Res 02-8-01)		\$20.00 annually	\$25.00 annually
187-3C	Annual Parlor License (Amusement)			Do we even need? See definitions
	Application Parlor License		\$50.00	Why two different fees?
			\$150.00 annually	
MISCELLANEOUS PERMITS			Fee Now	Changes / Comments
425-19 A	Sexually Oriented Business License		NEW	\$250 new or renewal
425-19 B	Sexually Oriented Business Employee License		NEW	\$25.00 new or renewal (What is this exactly?)

468	Direct Seller (Transient Merchant)		\$10.00 per day, plus a \$10.00 application processing fee	\$20.00 per day per person, plus a \$25.00 application processing fee
455-21 A	Street Use Permits (non-commercial use)		\$10.00 per event	\$20.00 per event
352-24 C	Nonmetallic Mining		\$50.00 annually + expenses	Calculated at the maximum amount allowed in NR 135.39 Wis. Adm. Code
352-23	Plan Review Fees			
209-6	Blasting (quarries)		\$100.00 per blasting period	Plus expenses for initial permit
209-6	Gravel Crushing Operation		\$100.00 annually	Plus expenses for initial permit
STREETS / PUBLIC WORKS SERVICES				
Fee Now Changes / Comments				
455-5F(2)	Street Excavation Permit (Rev Res 02-8-01)		\$5.00 Plus Costs	DELETE
	Right of Way/Street Opening Permit (Created 98-12-1)(Rev Res 02-8-01)		\$5.00 Plus Costs	\$50 plus any actual costs (seen as high as \$500)
455-8C	Street Privilege Permit (relates to construction or demolition)		\$5.00	\$50 plus actual Viiilage costs
455-9B(1)	SNOW REMOVAL First time snow/ice removal Minimum-15 min. Every Additional 5 minutes Second time snow/ice removal Minimum-15 min. Every Additional 5 minutes Third time snow/ice removal Minimum-15 min Every Additional 5 minutes		\$25.00 \$ 2.50 \$40.00 \$ 3.50 \$45.00 \$ 5.00	Minimum \$50, up to one hour; after first hour, \$25 per hour plus equipment rental Minimum \$75, up to one hour; after first hour, \$25 per hour plus equipment rental Minimum \$100, up to one hour; after first hour, \$25 per hour plus equipment rental
403-15B	Yard Fees (Rev Res 97-7-1) (Rev Res 02-8-01) (Rev Res 2005-3-01)		\$65.00 - Minimum for first hour. After first hour: Labor \$35.00 Hourly During Work Hours	Same as snow removal fees, above

		Labor-\$45.00 Hourly-After Hours Equipment Hourly Charge	
505-8 A&C 505-9	Brush Pick-up (Created Res 02-8-01)	After 1st Load, \$25.00 per load and additional equipment hourly fee additional (if needed) \$25.00	Fees not mentioned in ord. REVIEW ORD Revisions in progress Ok Citations ok? YES
505-8D 505-33 & 505-16	White Goods Pickup (Rev Res 02-8-01) Garbage Pickup (Violations of Chapter)		
PLANNING/ ZONING/ DEVELOPMENT			
Fee Now			
Changes / Comments			
NOTE FOR THIS SECTION; MAKE MORE CONSISTENT BETWEEN ALL General Engineering also typically charges per diems, with the exception of variances (\$225 plus costs) and "concept land divisions" (\$100 plus costs).			
A. PLANNING & ZONING (Plan Commission and Zoning Board of Appeals)			
615 SEC IV 615-22	Conditional Use Permits (Rev 97-9-3)(Rev Res 02-8-01)	\$50.00 plus costs billed	\$250 (Administration) Fee + \$500 Deposit, per project Professional costs to be billed. Note: Deposit held until project's approval/end. If payment of bills is late -- pulled from agenda. <i>Can't find specific reference</i> <i>Average of last CUPs was \$561 in costs.</i> Same as above
615-18C(2)	Planned Unit Development	Deposit set by resolution; costs billed NEW	Same as above
20-2 & 615-81C	Variance Requests (Rev 97-9-3)(Rev Res 02-8-01)	\$50.00 plus costs	Same as above (need deposit? Is ZBA) <i>Couldn't find specific ref.</i>
600-7E 615-83	Rezoning Requests (Rev 97-9-3)(Rev Res 02-8-01) Site Plan Review (Rev 97-9-3)(Rev Res 2005-3-01)(07-01-01)	\$75.00 plus costs (see fees at left)	Same as above Same as above. Separate

	<p>All Costs associated with Review Plus: <u>New Construction</u> Additions 1% Project Costs 1% Project Costs Minimum \$2,500 Minimum \$1,500 Maximum \$7,500 Maximum \$5,000 Includes Deposit for Stormwater and Erosion Control</p>			<p>out deposit for stormwater & erosion control. <i>Can't find specific reference Are these just deposits?</i></p>
??	Annexations		\$5,000 Deposit / All Costs Billed Monthly	Same as above + 5 years worth of Town taxes paid. <i>Can't find in code</i>
B. LAND DIVISION				
600-40	Final Plats &		\$5,000 Deposit / All Costs Billed Monthly	600-40 speaks of general "filing fees"; 600-35 requires cost recovery agreements & securities
600-35A				
600-7D (CSM)				
600-40	Land Divisions - final		\$5,000 Deposit / All Costs Billed Monthly	Is this CSMs?
C. ADDITIONAL FEES				
480-6D	Tree Planting		Requires cash escrow, bond or letter of credit as guarantee Amount per tree – is this for guarantee only???	NEW – CONSIDER REVISING; pay at time of building permit? Who pays – developer or home builder? Who is doing planting? Tree guaranteed? Include gator bag costs? Village or developer? <i>Revision in progress Has been in developer's agreements I believe. See samples.</i> See 2007 Park Needs
600-7A	Fee-in-lieu-of Park Land Dedication		\$702 per housing unit	

600-8G	(Ord. 2007-11-2) Park Improvement Fee (Ord. 2007-11-2) (Created Res 2005-03-01) (Deleted 2007-11-2) (Res. 07-01-01) (Deleted 2007-11-2) (Deleted 2007-11-2) (Deleted 2007-11-2)	\$1,083 per housing unit	Assessment See 2007 Park Needs Assessment
218-9F	Demolition Permit if utilities are present in structure structure with no utilities	\$50.00 \$25.00	Included in General Engineering Inspection schedule at \$27.50. Remove General Engineering plans no increases at this time. \$250.00
218-13A	Building Inspection Rates	As Approved by Board	
218-13B	Water Shutoff Valve Deposit (Created 2006-12-03)	200.00	
450-17A	Erosion Control Permit (Created Res. 03-6-03)	\$50.00	Reviewed by General Eng and/or MSA; keep at \$50
450-17A	Stormwater Permit (Created Res. 03-6-03)	\$50.00	Reviewed by General Eng and/or MSA; keep at \$50
450-17B	Deposit for Erosion Control Permit (Created Res. 03-6-03)	\$500.00; costs billed	Keep as is. Required in Code.
450-17B	Deposit for Stormwater Permit (Created Res. 03-6-03)	\$500.00; costs billed \$37.00	Keep as is. Required in Code Not included in building inspection fees. NEW.
538-17C	Connection Fee — Sanitary Sewer	“Per Board Resolution” Actual charges: \$2889	NEED TO REWORD – NOT IMPACT FEE (584-4); fee not set in old res. Max. allowable fee = \$3889
N/A	Impact Fee Appeal	\$50.00	Delete – is no impact fee

LAW ENFORCEMENT		Fee Now	Changes / Comments
	Warrant Processing Fee (Created Res 2005-3-01)	\$40.00	DELETE – No longer done
	Paper Service Fee by Police Department (Created Res 2005-3-01)	\$20.00 Within Village Limits \$20.00 Plus Miteage Outside Village Limits	
	Collection of Outside Agency's Bond (Created Res 2005-3-01)	\$10.00	

Publication Costs. [FULL TEXT IS NOW IN 70-17]

Any costs incurred by the Village for publication of any public notice shall be paid for by the Village of Belleville. The party initiating any request, application, proposal or other activity which has caused or resulted in the publication of the public notice, shall not be granted a license, permit, privilege or other benefit until all other costs or fees required are paid to the Village Clerk-Treasurer under the terms of this Code of Ordinances or under the terms of any statute governing the operation of the Village.

Return Check Charge. [FULL TEXT IS NOW IN 70-18]

If a personal check tendered to make payment to the Village is not paid by the bank on which it is drawn, the person by whom the check has been tendered shall remain liable for the payment of the amount for which the check was tendered and for a twenty-five dollar (\$25.00) charge intended to reimburse the Village for its reasonable costs and expenses incurred. In addition, the officer to whom the check was tendered may, if he or she believes a crime has been committed, provide any information or evidence relating to the crime to the Chief of Police. **(Rev 96-10-3)**

Adopted this _____ day of _____, 2012.

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

BY: _____
Howard Ward, Village of Belleville President

ATTEST: _____
April Little, Administrator/Clerk/Treasurer

April Little

From: Matthew Dregne [MDREGNE@staffordlaw.com]
Sent: Wednesday, September 05, 2012 12:49 PM
To: April Little
Cc: Lois Bullis
Subject: Landmark Cooperative TID Agreement
Attachments: Agreement to Undertake Development in TID 4 9-5-12 (00822566).PDF

Dear April:

I have attached my draft of the Landmark Cooperative TID Agreement and related documents. The highlights of the TID Agreement are as follows:

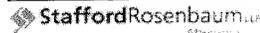
1. The Village will issue a Municipal Revenue Obligation ("MRO") to Landmark, in the amount of \$377,500, following completion of construction of the new grain storage bins.
2. The first payment on the MRO would be made in the second calendar year after the project is completed. That delay is designed to coincide with the time when the Village should begin to receive tax increment from the project.
3. The payments would be amortized over the life of TID 4. No interest would accrue on unpaid principal.
4. Payments would be made solely from Available Tax Increment, defined as the lesser of the tax increment generated by all of TID 4, or 95 percent of the tax increment generated by the Landmark property.
5. Landmark would need to sign a Tax Agreement, to guarantee that the property will remain taxable. I drafted the Tax Agreement assuming there are no liens against the property. If there are any liens, I will need to modify the Tax Agreement accordingly.

I believe these terms are what the Village requested. However, the Village should review these terms and the TID Agreement carefully, to make sure the Agreement provides what the Village wants.

Please feel free to contact me if you have any questions, or if we can provide any further assistance.

Regards, Matt

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, Wisconsin 53701-1784
Direct: 608.259.2618
Fax: 608.259.2600
MDREGNE@staffordlaw.com | [profile](#) | [vCard](#) | www.staffordlaw.com



If you receive this email in error, use or disclosure is prohibited. Please notify me of the error by email and delete this email. To ensure compliance with Treasury Circular 230, we are required to inform you that any tax information or written tax advice contained in this email (including any attachments) is not intended to be and cannot be used for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code. Advice from our firm relating to tax matters may not be used in promoting, marketing or recommending any entity, investment plan or arrangement to any taxpayer. Thank you.

9/14/2012

**AGREEMENT TO UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 4**

LANDMARK SERVICES COOPERATIVE

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of _____, 2012 (the "Agreement"), by and between the Village of Belleville, a Wisconsin municipal corporation (the "Village"), and Landmark Services Cooperative, a Wisconsin membership cooperative incorporated under Chapter 185 of the Wisconsin Statutes (the "Developer").

RECITALS

WHEREAS, the Village Board of the Village of Belleville, pursuant to sec. 66.1105 of the Wisconsin Statutes, has created Tax Incremental Financing District No. 4 (the "District"); and

WHEREAS, the Village desires to facilitate development within the District; and

WHEREAS, Developer owns Lot 1, Certified Survey Map No. 13290, located in the Village of Belleville, Dane County, Wisconsin (the "Property") and intends to construct grain storage bins on the Property (the "Project") consistent with the Project Plan for Creation of Tax Incremental District No. 4 (the "Project Plan") and the Village of Belleville Comprehensive Plan; and

WHEREAS, as an inducement to Developer to undertake and construct the Project, and in order to make the Project financially feasible and to implement the Project Plan, the Village finds it appropriate to provide tax increment development incentive payments for the Project, by issuing a Municipal Revenue Obligation, as described in, and subject to the reservations contained in, this Agreement; and

WHEREAS, the Village finds and determines that unless the Village provides the Municipal Revenue Obligation described in this Agreement, Developer will not construct the Project, and the Village will not accomplish the objectives of the Project Plan; and

WHEREAS, the Village finds that the Project and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents, by expanding the tax base and creating jobs, thereby serving public purposes in accordance with state and local law; and

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

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

P.I.N.

106/0508-341-8702-1

WHEREAS, the Village Board on _____ approved this Agreement and authorized the Village, through its duly authorized officials and agents, to execute this Agreement;

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

A. **DEFINITIONS.** As used in this Agreement, the following terms, when having an initial capital letter, shall mean:

1. **Available Increment.** The lesser of District-Wide Tax Increment or 95 percent of the Subject Property Tax Increment received by the Village in a given year.

2. **District.** Village of Belleville Tax Increment District No. 4.

3. **District-Wide Tax Increment.** The Tax Increment actually received by the Village from taxes levied on all property in the District, as reasonably calculated by the Village. As of the effective date of this Agreement, the Department of Revenue calculates the combined tax increment generated by all tax increment districts, using a methodology reflected on Wisconsin Department of Revenue form PC-202. A copy of form PC-202 is attached to this Agreement as Attachment C. The parties agree that the Village may reasonably calculate District-Wide Tax Increment by multiplying the total "interim rate" from form PC-202 for the applicable year by the District Value Increment for that year. The total interim rate is obtained by dividing the combined levies from each taxing jurisdiction (the sum of the apportioned levies in column A on form PC-202) by the total equalized value of all taxable property in the Village, excluding the value increment of all tax increment districts in the Village (the amount used in column B on form PC-202). If the Wisconsin Department of Revenue discontinues or modifies form PC-202, or otherwise modifies the manner in which it calculates tax increment, the Village may calculate District-Wide Tax Increment in such other reasonable manner as it determines appropriate.

4. **Subject Property Tax Increment.** The Tax Increment actually received by the Village from taxes levied on the Subject Property, as reasonably calculated by the Village. As of the effective date of this Agreement, the Department of Revenue calculates the combined tax increment generated by all tax increment districts, using a methodology reflected on Wisconsin Department of Revenue form PC-202. The parties agree that the Village may reasonably calculate Subject Property Tax Increment by multiplying the total "interim rate" from form PC-202 for the applicable year by the Subject Property Value Increment for that year of the Property. The total interim rate is obtained by dividing the combined levies from each taxing jurisdiction (the sum of the apportioned levies in column A on form PC-202) by the total equalized value of all taxable property in the Village, excluding the value increment of all tax increment districts in the Village (the amount used in column B on form PC-202). If the Wisconsin Department of Revenue discontinues or modifies form PC-202, or otherwise modifies the manner in which it calculates tax increment, the Village may calculate Subject Property Tax Increment in such other reasonable manner as it determines appropriate.

5. District Base Value. The aggregate value of all taxable property located within the District, as equalized by the Wisconsin Department of Revenue, on the date as of which the District was created (January 1, 2009).

6. Subject Property Base Value. The Fair Market Value of the Property as shown on the 2012 property tax bill for the Property.

7. District Value Increment. The tax increment value of the District for a given year, as reported by the Wisconsin Department of Revenue.

8. Subject Property Value Increment. The fair market value of the Property in a given year, as shown on the real property tax bill for the Property for that year, minus the Subject Property Base Value.

9. Tax Increment. Tax Increment has the meaning given in Wis. Stat. § 66.1105(2)(i).

10. Property. Lot 1, Certified Survey Map No. 13290, in the Village of Belleville, Dane County, Wisconsin.

11. Project. The construction of grain storage bins in accordance with a site plan approved by the Village of Belleville Planning Commission.

B. DEVELOPER OBLIGATIONS. Developer shall use good faith efforts to complete or cause the completion of the Project within one year after the effective date of this Agreement.

C. MUNICIPAL REVENUE OBLIGATION. Following the completion of the Project, Developer shall provide to the Village a written request for issuance of a Municipal Revenue Obligation. Within forty-five days after submittal of the written request for issuance of the Municipal Revenue Obligation, the Village shall issue a Municipal Revenue Obligation to Developer, in the principal amount of \$377,500, in the form attached hereto as Attachment A, under the following terms and conditions:

1. No interest shall accrue on the Municipal Revenue Obligation.

2. Any payment on the Municipal Revenue Obligation which is due on any Payment Date shall be payable solely from and only to the extent that the Village has received as of such Payment Date Available Tax Increment, and such Available Tax Increment has been appropriated by the Village Board to payment of the Municipal Revenue Obligation.

3. For purposes of the Municipal Revenue Obligation, a "Payment Date" shall mean each of the Scheduled Payment Dates set forth on a schedule to be prepared by the Village and attached to the Municipal Revenue Obligation when issued, and each additional Payment Date required in connection with any extension of the term of the Municipal Revenue Obligation as

set forth in the Municipal Revenue Obligation. The scheduled Payment Dates shall be prepared such that the first Payment Date will be during the second calendar year after the Project is completed. For example, if the Project is completed during calendar year 2012, the first Payment Date will be in calendar year 2014. The scheduled Payment Dates shall also be prepared such that the payments on the Municipal Revenue Obligation are amortized over the remaining number of years that tax increment generated by the District may lawfully be allocated to make payments on the Municipal Revenue Obligation. On each of the Payment Dates, the Village shall pay to Developer the Available Tax Increment, up to the Scheduled Payment Amount shown on the schedule attached to the Municipal Revenue Obligation, together with such additional amounts, if any, deferred from prior years as may be payable on the Payment Date as provided under the terms of the Municipal Revenue Obligation. All payments under the Municipal Revenue Obligation shall be subject to annual appropriation by the Village Board in accordance with the requirements for revenue obligations and in a manner approved by the Village's bond counsel.

4. The Village covenants and agrees that Available Tax Increment held by the Village as of a given Payment Date shall not be appropriated for any other use, if it has not been appropriated for the Municipal Revenue Obligation due as of such Payment Date, until the Village has paid the Municipal Revenue Obligation payment due on the Payment Date in that year (including the Scheduled Payment Amount plus any additional amounts deferred from prior years and payable on that Payment Date), or until said Municipal Revenue Obligation has been paid. The District shall not be terminated until the Municipal Revenue Obligation in the aggregate principal amount of \$377,500 has been paid, or until the District must be terminated by law, whichever first occurs.

D. TAX AGREEMENT. Developer and all others having an interest in the Property, including but not limited to the holders of any lien or mortgage, shall execute and deliver to the Village for recording with the Dane County Register of Deeds the Tax Agreement attached as Attachment B.

E. REPRESENTATIONS AND WARRANTIES. Developer warrants that Developer's execution, delivery and performance of this Agreement have been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Property.

F. CONDITIONS PRECEDENT TO AGREEMENT OBLIGATIONS. All of the following must occur before any party's obligations under this Agreement shall become effective:

1. The Village and Developer must approve and execute this Agreement.

2. Developer and all others having an interest in the Property must execute and deliver to the Village for recording with the Dane County Register of Deeds, a Tax Agreement in the form attached as Attachment B.

G. GENERAL CONDITIONS.

1. Other Approvals/Requirements Apply. This Agreement is intended only to address those special concerns related to the issuance of a Municipal Revenue Obligation to Developer in order to facilitate implementation of the Project Plan for the District. Nothing in this Agreement relieves Developer from any and all obligations to obtain all necessary local, state and federal approvals and to follow all applicable local, state and federal requirements in order to proceed with the Project.

2. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the Village warrant that Developer is entitled to any other approvals required for development of the Property or construction of the Project as a result of this Agreement.

3. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

4. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Village and Developer.

5. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

6. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto shall constitute the entire Agreement between Developer and the Village as of the date hereof.

7. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

8. Binding Effect. The obligations of Developer under this Agreement shall be binding on its successors and assigns and shall inure to the benefit of the Village and its successors and assigns.

9. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

10. Indemnification. Developer shall indemnify the Village and hold the Village harmless from any and all claims, costs, or liabilities asserted by persons or entities other than Developer against the Village, its officers, employees and agents by any person, entity or governmental body, or arising out of, relating to, or in any manner occasioned by the Property, the Project, or this Agreement and the exercise of rights and remedies granted the Village by this Agreement, except for claims, costs or liabilities (a) arising out of the action or inaction of the Village; or, (b) arising out of any allegation of lack of authority of the Village or any person purporting to act on its behalf. The Village shall be entitled to appear in any proceedings to defend itself against such claims, and all costs, expenses and reasonable attorney fees incurred by the Village in connection with such defense shall be paid by Developer to the Village. The foregoing indemnity provisions shall survive the cancellation or termination of this Agreement as to all matters arising or accruing prior to such cancellation or termination and the foregoing indemnity shall survive in the event the Village elects to exercise any of the remedies as provided under this Agreement following default hereunder.

11. Notice. Any notice required or permitted by this Agreement shall be deemed effective when given in writing and delivered personally, by U.S. Mail, or by facsimile, as follows:

To Developer: Landmark Services Cooperative
1401 Landmark Drive
Cottage Grove, WI 53527
Fax: (608) 839-5144

To the Village: Village Clerk
Village of Belleville
24 West Main Street
Belleville, Wisconsin 53508
Fax: (608) 424-3423

12. Recordation. The Village may record a copy of this Agreement, or a memorandum thereof, in the office of the Dane County Register of Deeds.

13. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Dane County unless it is determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Dane County. Developer also expressly waives the right to bring such action in, or to remove such

action to, any other court whether state or federal, unless it is determined that the Circuit Court for Dane County lack jurisdiction.

14. Ratification. Developer hereby approves and ratifies all actions taken to date by the Village, its officers, employees and agents in connection with the District, and in connection with the zoning and other approvals relating to the Property and the Project.

15. Compliance with Laws. Developer shall comply with all federal, state and local laws with respect to the Project, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

16. No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with Developer.

17. Good Faith. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

18. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

19. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

20. Effective Date. This Agreement shall be effective as of the date and year first written above.

21. Term. This Agreement shall continue in full force and effect until such time as Developer's obligations under Section B of this Agreement, and the Village's obligations under Section C of this Agreement, have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect, excepting the indemnification provisions in Section G.10. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement.

22. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

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

VILLAGE:
VILLAGE OF BELLEVILLE
Dane County, Wisconsin

By _____
Howard Ward, Village President

ATTEST:

April Little, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2012, the above-named Howard Ward, Village President, and April Little, Village Clerk, of the Village of Belleville, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village's authority.

Subscribed and sworn to before me

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

DEVELOPER:
LANDMARK SERVICES COOPERATIVE

By _____
President
Print Name: _____

By _____
Secretary
Print Name: _____

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2012 the above named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me

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

Approved as to Form:

Matthew P. Dregne
Village Attorney

Attachments:

- A - Form of Municipal Revenue Obligation
- B - Tax Agreement
- C - Department of Revenue Form PC 202

ATTACHMENT A
TO AGREEMENT TO UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 4

FORM OF MUNICIPAL REVENUE OBLIGATION

VILLAGE OF BELLEVILLE
MUNICIPAL REVENUE OBLIGATION SERIES 20 _____
\$377,500

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is issued pursuant to Wis. Stat. § 66.0621 this _____ day of _____, 20____ by the Village of Belleville, Dane County, Wisconsin (the "Village") to Landmark Services Cooperative ("Developer").

WITNESSETH:

A. The Village and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. 4 dated _____, 2012 (the "Development Agreement").

B. This Obligation is issued by the Village pursuant to the Development Agreement.

C. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. *Promise to Pay.* The Village shall pay to Developer the principal amount of \$377,500.00, and without interest accruing on unpaid principal, solely from Available Tax Increment, in Scheduled Payments in accordance with Schedule 1 attached hereto and made a part hereof. To the extent that on any Payment Date the Village is unable to make a payment from Available Tax Increment at least equal to the Scheduled Payment due on such date as a result of having received, as of such date, insufficient Available Tax Increment, or as the result of the Village Board not having appropriated sufficient Available Tax Increment, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the Village shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency unless the deficiency is the direct result of the failure of Dane County to timely remit the proper amount of Tax Increment, in which case, such deficiency shall be paid promptly upon remittance by Dane County. Any payments on the Municipal Revenue Obligation, which are due on any Payment Date, shall be payable solely from and only to the extent that, as of such Payment Date, the Village has received Available Tax Increment. If, on any Payment

Date there is insufficient Available Tax Increment to make the scheduled payment due on such date, or if the Village Board shall not otherwise appropriate sufficient Available Tax Increment to make the scheduled payment due on such date in full, the amount of such deficiency in the scheduled payment shall be deferred and shall be paid on the next Payment Date on which the Village has Available Tax Increment in excess of the amount necessary to make the scheduled payment due on such Payment Date, and if such deficiency has not been paid in full by the final Payment Date as set forth on Schedule 1, then the term of this Obligation shall be extended to include additional successive Payment Dates on which any Available Tax Increment will be applied to the payment of such accrued and unpaid deficiencies in the scheduled payments to be made hereunder. In no case, however, shall the term of this Obligation and the Village's obligation to make payments hereunder, extend beyond the termination date of the District, (as defined in the Tax Increment Law). Nor shall the Village be obligated to pay any amount not appropriated for such purpose by the Village Board. This Obligation shall terminate and the Village's obligation to make any payments under this Obligation shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder, after the termination date of the District.

2. *Limited Obligation of Village.* This Obligation shall be payable solely from Available Tax Increment, and shall not constitute a charge against the Village's general credit or taxing power. The Village shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds, except the Available Tax Increment, and then only to the extent and in the manner herein specified.

3. *Subject to Annual Appropriations.* Each payment under this Obligation shall be subject to annual appropriation by the Village in accordance with the requirements for revenue obligations and in a manner approved by the Village's bond counsel.

4. *Prepayment Option.* To satisfy in full the Village's obligations under this Obligation, the Village shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

5. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

Dated this _____ day of _____, 20____.

VILLAGE OF BELLEVILLE

By _____
Howard Ward, Village President

ATTEST:

April Little, Village Clerk

Attachment – Schedule 1

**ATTACHMENT B
TO AGREEMENT TO UNDERTAKE
DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 4**

TAX AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, _____ (the Agreement), by and between the Village of Belleville, a Wisconsin municipal corporation (the "Village"), and Landmark Services Cooperative, a Wisconsin membership cooperative incorporated under Chapter 185 of the Wisconsin Statutes (the "Owner").

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

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

P.I.N.

106/0508-341-8702-1

RECITALS

- A. Owner is the sole owner of Lot 1, Certified Survey Map No. 13290, in the Village of Belleville, Dane County, Wisconsin (the "Property").
- B. The Village and Owner have entered into an Agreement to Undertake Development in Tax Increment District No. 4 (Landmark Services Cooperative) (the "Development Agreement").
- C. The Development Agreement provides that it shall not take effect unless this Agreement has been signed by all persons having an interest in the Property and the Village, and delivered to the Village for recording with the Register of Deeds for Dane County.

D. Owner and the Village wish to enter into this Agreement concerning preservation of the taxable status of the Property and payments for municipal services.

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

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

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

2. **Representations and Warranties by Owner.** Owner represents and warrants that Owner: (1) is a membership cooperative organized and existing under the laws of the State of Wisconsin; (2) has taken all actions necessary to enter into this Agreement; (3) has duly authorized the individual signers of this Agreement to do so; (4) is the sole owner of the Property, in fee simple; and (5) the Property is not encumbered by any lien, and that Owner will not allow any lien to be placed upon or taken against the Property prior to the recording of this Agreement with the Register of Deeds for Dane County.

3. **Tax Status of the Property.** During the term of this Agreement, The Property shall be subject to property taxation and shall not be exempt from property

taxation, in full or in part, except as required by law. Owner shall take all reasonable actions to assure that the Property shall not be exempt from property taxation, in full or in part, except as required by law. Owner shall not submit any request or application for property tax exemption of the Property, in full or in part, challenge the status of the Property as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the Property to exemption, in full or in part. Nothing herein shall be construed as preventing Owner from challenging the Property's assessed value or the amount of property tax claimed due. Nothing herein shall be construed as preventing Owner from conveying all or part of the Property, subject to the terms and conditions of this Agreement.

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

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

5. Calculation of Property Taxes as If Property Were Not Exempt – During Existence of Tax Increment District No. 4. While Village of Belleville Tax Increment District No. 4 exists, if it becomes necessary to calculate the amount of property taxes on the Property that the Village would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the Village Assessor or, if the Village Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the Village in its sole discretion. (2) The fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the Village, as determined by the Wisconsin Department of Revenue. (3) The resulting amount shall be multiplied by the mil rate at which taxable property in the Village is taxed to levy taxes for all taxing jurisdictions to which the Property is subject

for the Valuation Year. That amount shall be deemed the amount of property taxes on the Property that the Village would have received if the Property were fully taxable.

6. **Calculation of Property Taxes as If Property Were Not Exempt – After Termination of Tax Increment District No. 4.** Following the termination of Tax Increment District No. 4, if it becomes necessary to calculate the amount of property taxes on the Property that the Village would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the Village Assessor or, if the Village Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the Village in its sole discretion. (2) The fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the Village, as determined by the Wisconsin Department of Revenue. (3) The resulting amount shall be multiplied by the mil rate at which taxable property in the Village is taxed to levy taxes for the Village for the Valuation Year. That amount shall be deemed the amount of property taxes on the Property that the Village would have received if the Property were fully taxable.

7. **Binding Effect of Calculation; Dispute Resolution.** The amount of any Payment for Municipal Services, determined as provided in this Agreement, shall be binding on the parties unless determined to be excessive in an arbitration proceeding conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the Parties or, if they do not agree,

by the Circuit Court for Dane County, Wisconsin, on application of either party. The arbitrator shall be an assessor or appraiser licensed by the State of Wisconsin with at least ten years experience in the valuation of commercial property. Any demand for arbitration shall be made within thirty days after an invoice for Payment of Municipal Services is sent by the Village to Owner. If a demand for arbitration is not made within that time, the parties shall be deemed to have waived arbitration. The non-prevailing party shall pay the costs of arbitration, but each party shall be responsible for its own attorneys' fees and expert witness expenses. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except that Owner and the Village each waive any right to trial by jury. Any other dispute between the parties arising out of, related to, or connected with this Agreement shall be arbitrated in the same manner.

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

9. **Insurance.** Until such time as Tax Increment District No. 4 is terminated, Owner shall maintain insurance coverage on the Property, including all improvements, insuring against loss or damage in amounts sufficient to rebuild or replace the improvements constructed on the Property.

10. **Indemnification.** Owner shall indemnify the Village for all amounts of attorneys' fees and expenses and expert fees and expenses incurred in enforcing this Agreement. This paragraph shall not be applicable to cases where Owner has, in good faith, disputed the Village's valuation.

11. **Remedies.** The Village shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy any damages under this agreement. Remedies shall include, but are not limited to, special assessments under section 8 of this Agreement, indemnification under section 10 of this Agreement, and all remedies available at law or in equity.

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

13. **Successors and Assigns.** This Agreement shall run with the land and is binding on the successors and assigns of the parties, including, but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the Property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under sections 5 and 6 of this Agreement. Notwithstanding the foregoing or anything else set forth herein, if Owner shall sell or otherwise convey its interest in the Property, Owner shall be deemed released from all obligations hereunder and the Village shall look solely to

successors in interest for the performance of all of the obligations imposed on Owner by this Agreement.

14. **Recording.** This Agreement shall be recorded with the Register of Deeds for Dane County as soon as practicable following execution by Owner and the Village.

15. **Entire Agreement; Amendments.** This Agreement encompasses the entire agreement of the parties regarding the taxable status of the Property and payments for municipal services in the event the Property is exempt from real property taxation. Any amendment hereto shall be made in writing, signed by all parties.

16. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement shall remain in effect.

17. **Waiver.** No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement, neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

19. **Notices.** Any notice required to be given under this Agreement shall be deemed given when deposited in the United States mail, postage prepaid, to the party at the address stated below or when actually received by the party, whichever is first. The addresses are:

If to Owner: Landmark Services Cooperative
1401 Landmark Drive
Cottage Grove, WI 53527

If to Village: Village Clerk
Village of Mount Horeb
138 East Main Street
Mount Horeb, WI 53572-2138

Addresses may be changed by notice given in the manner provided in this section.

20. **Governing Law.** This Agreement has been negotiated and signed in the State of Wisconsin and shall be governed, interpreted, and enforced in accordance with the laws of the United States and the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

VILLAGE:
Village of Belleville

By _____
Howard Ward, Village President

By _____
April Little, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 20____, the above-named Howard Ward and April Little, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to form:

Matthew P. Dregne
Village Attorney

OWNER:
Landmark Services Cooperative

By _____
President
Print Name: _____

By _____
Secretary
Print Name: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 20____, the
above-named _____ and _____, to me known to
be the persons and officers who executed the foregoing instrument and acknowledged the
same.

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701
608/256-0226

CONSENT OF LIENHOLDERS AND MORTGAGE SUBORDINATION

For value received and to induce the Village to enter the Tax Agreement with Owner, _____, as holder of a mortgage dated _____ and recorded _____ as document _____, made by _____, to _____, to secure an indebtedness in the amount of \$ _____ ("Mortgage"), hereby consents to the execution and delivery of the foregoing Tax Agreement by Owner, and hereby subordinates its Mortgage (and any other liens that it may obtain with respect to the Property) to any and all claims of the Village, its successors and assigns under the Tax Agreement. Lienholder acknowledges that the Village is relying on the consent of Lienholder and Lienholder's agreement to subordinate its Mortgage to the claims of the Village under the Tax Agreement when agreeing to enter the Tax Agreement with Owner. Lienholder acknowledges that the execution and delivery of the Tax Agreement by Owner and the Village is in Lienholder's best interest. Lienholder's agreement to consent to the Tax Agreement and subordinate the Mortgage to the Village's claims under the Tax Agreement are binding on the assigns and successors of Lienholder.

Dated: _____, 2012.

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me this _____ day of _____, 2012, the above-named _____ and _____, of _____, to me known to be the _____ and _____ of _____ who executed the foregoing instrument as such officers of _____.

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

ATTACHMENT C

TAX INCREMENT CALCULATIONS

County/Municipal Code _____ Name of Municipality _____ TID No. (1) _____

For _____ Taxes Payable _____

See Instructions on Reverse Side

	A	B	C	D	E	F
Taxing Jurisdiction	Apporportioned Levy	Equalized Value (Assessment Increment)	Instim Rate	Equalized Value (Assessment Increment)	Amount to be Levied	E - A = Tax Increment
1. County	+		X		=	
2. Special District (instro, sanitary, lake)	+		X		=	
3. Tax District (city, village)	+		X		=	
4. School District(s)	+		X		=	
5. Senior College District	+		X		=	
6. Total for Tax Increment	+		X		=	
7. State						=
8. Senior School Tech. College District (if applicable)						=
9. Total for Amount to be Levied						=

*See Special Instructions on Back

Name _____ Title _____ Telephone Number () _____

DATE _____

Remarks: _____

PC-202 (R. 1-82)

NOTE: PLEASE SUPPLY ANY CORRECTIONS TO THE ABOVE CLERK NAME AND ADDRESS Wisconsin Department of Revenue



Village of Belleville, WI

CLIENT LIAISON:

Kevin Lord, P.E., R.L.S.
Phone: (800) 446-0679
Cell: (608) 712-2563
klord@msa-ps.com

DATE:

August 17, 2012

SERVICE DATES:

July 15, 2012 – August 11, 2012

R00372044 – BELLEVILLE STH 69-92 AND CTH PB CRS

Kevin Lord reviewed the response from Tim McGuire with relation to the final quantities to the STH 69-92 and CTH PB project. Final quantities were agreed to and the numbers were provided to Tim in order for a final pay request be submitted.

R00372049 – VILLAGE OF BELLEVILLE 2012 GENERAL ENGINEERING

PHASE 100 – GENERAL MUNICIPAL

April Little requested updated maps at the Village showing the updated zoning, park areas, additional annexed areas, and lake features to the extent possible. Lou Rada completed updated maps for the Village of Belleville. The maps are not complete to date but the size of the maps has been determined and some comments are being addressed on some of the draft maps.

Kevin Lord did a brief review on a previous project with respect to Anderson Processing and a letter pertaining to the sanitary sewer charges being charged to the facility. Information was found at the Village Hall that detailed the amount projected and the charge rate for the service. It was being reviewed to determine whether rates could be increased similar to the rest of the Village rates or if a set rate was provided to them.

Kevin Lord did not attend the Public Works Meeting on July 23, 2012 due to a conflict in schedules. Kevin Lord provided Gary Ziegler with a detailed email of the information that was previously being discussed. Of note was the status of the Serv-Us Street project, the capital improvement plan, and the information on the access points to the property located adjacent to the northwest corner of the Village west of Bellrose Street and Blaser Park.

Kevin Lord discussed the Public Works Meeting with Jerry Butts and it was decided that Jerry Butts work with Kevin to discuss a plan and cost estimate for the downtown streetscape. Kevin Lord and Jerry Butts walked the project on July 31, 2012 to discuss options and desires from a maintenance standpoint. Kevin Lord will come up with a generic exhibit and cost estimate for the downtown that can be discussed at the next public works meeting.

Kevin Lord received a request from a Village resident on a beach for Lake Belle View for the use while doing a triathlon at the Lake grand opening. Kevin Lord met with Jerry Butts and Rick Francois on July 31, 2012 to discuss the location of a beach area and route for a triathlon. It was determined the area that would be desired for a triathlon is not ideal for a beach area. Kevin Lord is going to inquire to some contractors on the cost to deliver a small amount of sand that may be considered a canoe launch but can

Your Trusted Partner
PROJECT UPDATE



PROJECT UPDATE

be used for the triathlon at the lake grand opening. Prices were received and provided to April Little for authorization prior to approving the contractor to complete the work.

Kevin Lord reviewed the current fee status for the Village of Belleville with respect to public works services and design reviews. The fees are being included in the adoption of the new ordinance and areas are in need to be updated.

Kevin Lord met with the Village of Belleville on July 30, 2012 to discuss the fees and park projects. Numerous sources have requested funds from the park grants and projects need to be prioritized. Projects were discussed as they related to the grant application and the lake grand opening to allow time for things to be in place.

PHASE 110 – DULUTH TRADING SITE PLAN REVIEW

The Village of Belleville had a question on the stormwater utility for the new Duluth Trading Facility along Richards Street. MSA provided a site review of the plans but did not include the new stormwater ERU's for the facility. The facility will be built in two phases with the first phase completed recently. Numbers were provided to the Village with the overall site ERU's for the current first phase as well as the complete numbers once the site is built out completely.

PHASE 200 – TREATMENT PLANT FIELD SERVICES

Mike Pearsall completed the review of the letter and it was sent out to the treatment plant contractor. An immediate response with some questions was received acknowledging receipt of the letter. The Contractor was reviewing the issue and we are awaiting a response.

PHASE 300 – HARRISON STREET PARK SURVEY

Brad Tisdale completed the plat of survey for the park area at the end of Harrison Street. Irons will need to be set but has been determined to wait until the surveyors are in the Village for the staking of Serv-Us Street in order to save a trip. The final survey will be recorded at that time.

R00372051 – VILLAGE OF BELLEVILLE – SERV-US STREET STORM WATER IMPROVEMENTS

The plans for Serv-Us Street have been out to bid. Permits were submitted as required for the project. The watermain extension permit has been received. The DNR permit was originally denied. MSA discussed the permit with the DNR and prepared revised documents along with an additional payment by the Village to complete the permit as requested. An addendum for the project was prepared and submitted that clarified the anticipated dates of the project. Kevin Lord attended the bid opening on August 10, 2012 in which nine bids were received and opened. The bids were competitive and the low bid including both alternatives is being recommended for award.

FOCUS

brief 08.10.012 • No. 14

For the fourth consecutive year, the total market ("equalized") value of Wisconsin property fell, this time 3.2% to \$471.1 billion. Preliminary data for 2012 from the Dept. of Revenue show residential values were off more (-4.0%). All but seven counties had declines; the exceptions were mainly in the state's west. Largest drops were in the south-east and in several counties near the Twin Cities.

Capitol notes

■ In making real estate sales reports public, the Wisconsin Department of Revenue (DOR) mistakenly released more than 110,000 confidential taxpayer identification numbers. Rep. Tyler August (R) plans an inquiry. This is the third such incident since 2006. DOR will again offer free credit monitoring to those affected.

■ Since 2000, state tax revenues have become more vulnerable to economic cycles, according to Chicago Fed economists. A key reason they cite is income growth "especially from investment income" (e.g., capital gains and interest) that has increased the volatility of the individual income tax. Over half of Wisconsin's general fund taxes come from this tax.

■ Colorado's spending limit, the Taxpayer Bill of Rights (TABOR), is back in the news. A Republican lawyer and four Democratic legislators are among 33 participating in a lawsuit arguing that TABOR illegally limits the US constitutional guarantee to republican government. Although state lawyers argued that voter will and court precedent supported TABOR, a federal judge at the end of July refused to dismiss the suit. (Source: State Tax Notes)

Property values skip recovery, drop for fourth year

Total property values in Wisconsin are off 3.2% for 2012, according to preliminary state figures. Values peaked in 2008 at \$514.4 billion (b) before retreating 3.6% during the two-year period that followed. They were off again (-1.8%) in 2011.

Last year's smaller decline suggested that real estate was bottoming out, so this year's 3.2% drop is somewhat surprising. It marks the fourth consecutive year that values have headed lower and the largest decrease in more than 50 years.

Almost no property type spared

The drop-off in full-market (or "equalized") values was broad, occurring in most property classes (see table).

■ *Declines.* The total value of residential property, the largest category, was down 4.0%, after falling 1.6% the prior year. Almost \$2.0b in new residential construction was more than offset by a \$15.3b erosion in the value of existing homes. Commercial values, the second-largest category,

Values Down in Almost All Categories

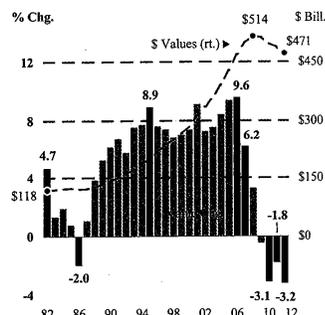
Wis. Equalized Values (\$b) and Ann. Pct. Chg.

Type	Value '12		Pct. Chg.	
	\$ mill.	10-11	11-12	
Residential	333,467.0	-1.6	-4.0	
Commercial	88,136.0	-2.3	-1.5	
Manufacturing	12,661.9	0.0	1.1	
Agriculture	2,147.0	-3.4	-2.6	
Agri. Forest	2,799.8	-2.6	-1.3	
Other	10,912.9	-1.1	-0.4	
Forest	7,848.6	-5.4	-4.6	
Undeveloped	1,767.3	1.2	-4.2	
Sub. Real Prop.	459,740.6	-1.7	-3.3	
Personal	11,394.3	-4.9	0.3	
All Property	471,134.9	-1.8	-3.2	

Source: Preliminary figures from Wis. Dept. of Revenue.

Surprise! Property Value Drop Returns

Wis. Equalized Values (\$b) and Ann. Pct. Chg.



dropped 1.5%, slightly less than last year (-2.3%).

The total values of both farmland (-2.6%) and agricultural forest (-1.3%) were lower, with the larger decline coming in the former. Most remaining categories were also down: forest (-4.6%), undeveloped land (-4.2%), and other (-0.4%).

■ *Increases.* The one encouraging spot was manufacturing. Values were stable in 2011 and increased 1.1% to \$12.7b in 2012. Personal property, often business furnishings, also showed a slight (0.3%) gain.

... nor any part of the state

The retreat in property values was also broad geographically.

■ *West less affected.* Only seven of 72 counties—all but one in western Wisconsin—experienced higher values, though the gains were modest. Trempealeau (1.6%) and La Crosse (1.2%) counties were the only two where value growth exceeded 1.0%.

FOCUS

brief 05.29.2012 • No. 8

How competitive is Wisconsin?

An annual “report card” prepared by WISTAX assesses Wisconsin’s competitive position vs. other states. The new 2012 edition finds that state per capita personal income has gained ground against the U.S. after a recessionary drop. On a variety of quality-of-life measures, including health insurance coverage and crime rates, Wisconsin rates well. Areas needing improvement include firm creation, capital availability, and state fiscal health.

Capitol notes

■ At least 36 incumbent state legislators have chosen to retire or seek election in a new, redrawn legislative district. Nine county district attorneys are not running for reelection. (Source: Wis. GAB)

■ Nebraska has OK’d lowering individual income tax rates for three years. The bill passed 39-9 in the state’s non-partisan unicameral legislature.

Measuring Success: Benchmarks

Measuring Success: Benchmarks for a Competitive Wisconsin is the state’s annual report card prepared by the Wisconsin Taxpayers Alliance (WISTAX) on behalf of Competitive Wisconsin, Inc. It fulfills a past gubernatorial commission’s charge to identify the state’s current condition, providing information relevant to short- and long-term planning.

The report tracks 34 measures in six areas: economic health, quality of life, workforce excellence, public sector, business climate, and environmental quality. Each measure is reported as a time series to gauge Wisconsin’s progress against its own past. It is also reported as a comparison with neighboring states and the nation as a whole. Copies of the 52-page report are available directly from WISTAX for \$3.95 (plus tax).

In a world that grows ever “smaller,” how well a state competes with other states and nations has never mattered more. Economic health, workforce excellence, quality of life, and state fiscal stability are among the factors that can impact a state’s competitive position.

How Wisconsin stacks up is detailed in an annual “report card” developed by WISTAX for Competitive Wisconsin, Inc. (see box below, left). Titled *Measuring Success: Benchmarks for a Competitive Wisconsin*, the report gauges the state’s strengths and weaknesses relative to surrounding states and the nation as a whole.

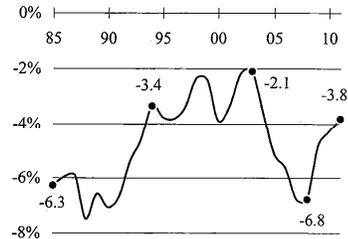
Income rebounding

No one measure better reflects Wisconsin’s relative economic strength than per capita personal income (PCPI). In a single measure, it captures how the state is faring compared to surrounding states and the nation. Since 1929, Wisconsin PCPI has trailed the country with only three exceptions (1951-53, 1959, and 1979).

While PCPI here remained below the national average in 2011, it rose to within 3.8% of the U.S. Last year’s increase in PCPI was the largest in five years and marked the third consecutive year that Wisconsin moved closer to the national norm (see graph above).

Why is Wisconsin moving closer to the nation? Several possible explanations exist. For example, both earnings and agricultural income rose faster here than nationally during 2008-11. Earnings were up 4.9% during that time vs. 3.4% for the U.S.; agricultural income rose 56% compared to 10%.

Wis. Moving Closer Toward U.S. Avg. Per Capita Personal Inc., % Wis. +/- U.S. Avg.



More people entering the workforce is also driving incomes higher here. The number of jobs in Wisconsin (measured annually) rose 0.4% in 2011, the first increase in three years. The Badger State’s average annual unemployment rate also declined in 2010 and 2011, falling to 8.5% and 7.5%, respectively.

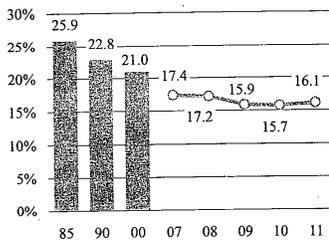
Other strengths

Personal income is a key measure of the state’s economic position, but the state report card identifies other measures that can inform strategic thinking about Wisconsin’s future.

■ **Manufacturing.** Manufacturing has historically been the engine driving the state economy. Manufacturing jobs are particularly important because they typically pay above-average wages. In 2011, manufacturing accounted for 16.1% of total state employment, its highest share in three years (see graph, page two).

■ **Workforce.** Wisconsin workers continue to be a great asset for the state. High school ACT scores and graduation rates here continue to exceed most

Manufacturing Sector Drives Economy
Manufacturing as % of Tot. State Employment



surrounding states and the nation. And, while Wisconsin's population has a smaller share of college graduates than the U.S. and neighboring Minnesota, the state has reduced the Wis./Minn. gap from 5.8 percentage points in 2008 to 5.5 points in 2010.

■ **Quality of Life.** Wisconsin is often recognized as offering a high quality of life because of its high health insurance coverage and homeownership rates, and its low poverty and crime rates. The state's violent crime here dropped for the third consecutive year in 2010 to 249 crimes per 100,000 people. The state's poverty rate (10.3%) also remains below the U.S. (14.7%).

Weaknesses

■ **Firm Creation.** New firms play a fundamental role in creating jobs. The number of new private businesses in

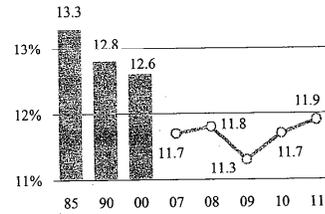
Wisconsin dropped for the fourth time in the last five years, falling 0.8% in 2010. Nationally, the number of private businesses declined 0.2% in 2010.

■ **Venture Capital.** Growing companies with great potential often turn to venture capital firms, rather than traditional lenders, for money. However, the availability of venture capital has long been a weakness for the Badger State. In 2011, venture capital per worker dropped from \$43.87 to \$26.11. Wisconsin lags the U.S. average (\$216.39) and neighbors Illinois (\$120.47) and Minnesota (\$103.02).

■ **Public Sector.** State-local tax burden is a publicized shortcoming of the state. Relative to personal income, taxes here (2009) were above the national average and ninth highest nationally. After falling to 11.3% of state personal income in recessionary 2009, the tax burden rose to 11.7% in 2010 and 11.9% in 2011 due to a combination of tax increases in the 2009-11 state budget and renewed revenue growth (see graph above, right). The state's comparatively high tax burden is due primarily to individual income and property taxes, both of which are about 25% above the U.S. average.

Aside from tax burden, state fiscal health and stability is also important. An independent measure of fiscal health

Tax Burden Falls, Rises
State-Local Taxes as % of Personal Income



is state bond ratings. In early 2012, 32 states had higher ratings from Moody's. Wisconsin's \$2.9 billion deficit—as measured by generally accepted accounting principles (GAAP)—contributes to the state's low bond ratings. In 2010, only California, Illinois, and New York had larger GAAP deficits than Wisconsin.

Caveat

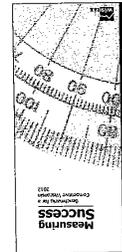
When it comes to interstate competition, a number of factors—economic, educational, and environmental—matter. The *Measuring Success* report card shows that these items can be quantified and compared. Harder to assess are "soft," external perceptions of the state. In the current polarized political environment, this is an important consideration that could impact Wisconsin's ability to attract future residents and employers.

Focus is published by the Wisconsin Taxpayers Alliance, 401 N. Lawn Ave., Madison, Wisconsin, 26 times per year. Subscriptions are \$54.97 for one year and \$109.97 for three years. WISTAX contributors of \$89 or more receive a free copy. Media is encouraged to quote contents, with credit to WISTAX. Electronic reproduction or forwarding is prohibited, unless permission is granted. Send requests to wistax@wistax.org. In accordance with IRS regulations, WISTAX financial statements are available on request.



3212 Focus #08-12 11/30/2012
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BELLEVILLE WI 53508-0079

State Report Card Out
Measuring Success: Benchmarks for a Competitive Wisconsin can be purchased from WISTAX (see above) for \$3.95 per copy, plus tax. The report evaluates the state's performance on 34 measures in six broad categories, including economic and business climate, and workforce excellence.



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