

VILLAGE OF BELLEVILLE
PUBLIC HEARING AND REGULAR MEETING of the VILLAGE BOARD
TUESDAY, September 6, 2011 at 7:00 P.M. – PLEASE NOTE DATE
Village Hall - 24 West Main Street

AMENDED AGENDA

REGULAR MEETING OF THE BOARD

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 15, 2011)
 - b. Approval of Bills for August 2011
7. Committee Reports
8. President's Report
9. Administrator/Clerk/Treasurer's Report –

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

10. Unfinished Business:
 - a. Lake Restoration / West Lake Dredging Projects Update
11. **ADJOURN TO CLOSED SECTION** for discussion with Village Attorney, pursuant to Wis. Stat. sections 19.85(1)(g) and 19.85 (1)(e), to discuss options for working with the Baker's Woods developers to address the collection of unpaid fees and possible development assistance in platting the Baker's Woods development, and to discuss possible negotiations with the Bell West developers regarding amending the Agreement to Undertake Development in Tax Increment District No. 3.
12. RECONVENE TO OPEN SESSION for possible action on items discussed in closed session

PUBLIC HEARING

1. Call Public Hearing to Order
2. Roll call by Clerk
3. Public Hearing on Consideration of Amending the Special Assessments Levied and Installment Payment Schedules incorporated in Resolution Nos. 2010-09-04, 2010-09-05, 2010-09-06(A), and

2010-09-06(B), adopted September 20, 2010, relating to the Bell West Development (THEA Group LLC) and Baker's Woods Development (John D. Baker and James R. Olson)

4. Adjourn Public Hearing

RESUMPTION OF REGULAR MEETING OF THE BOARD (Immediately Following Hearing)

13. Unfinished Business:

- B. First Amendment to Agreement to Undertake Development In Tax Increment District No. 3 (Bell West Development – West Side Neighborhood)
- c. Discussion of Future Use of UW Clinic Building at 21 S. Vine Street / Appraisal
- d. Discussion and Possible Action on Major Elevator Repair at Belleville Library
- e. Proposed Budget Resolution 2011-1
- f. Stormwater Utilities Update

14. New Business:

- a. Consideration of Resolution 2011-09-01 – Amended Final Resolution Levying Special Assessment against Benefited Property – Bell West TIF Area; Resolution 2011-09-02 – Amended Final Resolution Levying Special Assessment against Benefited Property – Bell West Non-TIF Area; Resolution 2011-09-03 – Amended Final Resolution Levying Special Assessment against Benefited Property – Baker's Woods TIF Area; Resolution 2011-09-04 – Amended Final Resolution Levying Special Assessment against Benefited Property – Baker's Woods Non-TIF Area
- b. Consideration of Tax Agreement Amendment Request from Madison Family Medical Residency Corp.
- c. Discussion and Possible Action on Far West Side Development STH 69/92 / CTH PB Improvement Funding Issues / Options
- d. Introduction of Intergovernmental Agreement with Town of Montrose
- e. Introduction: Proposed Ordinance 2011-09-01: Creating Sections of the Belleville Municipal Code Relating to Lake Belle View Boating Regulations

15. Other Business:

- a. Correspondence –
- b. Announcements –
- c. Future Meeting Dates –
- d. Questions and Items for Referral – Downtown Flags; Park Signage; Jerry Judd re. Utilities

16. Adjournment

-By Howard Ward, Village President

THE VILLAGE IS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request this service, contact Village Hall at 24 W. Main Street, Belleville, WI 53508 by 2:00 p.m. the Friday prior to the meeting so that necessary arrangements can be made to accommodate each request.

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

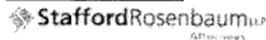
April Little

From: Matthew Dregne [MDREGNE@staffordlaw.com]
Sent: Tuesday, August 23, 2011 10:47 AM
To: Jim Mann
Cc: April Little; Greg Johnson; Howard Ward; Lois Bullis
Subject: Village of Belleville - Special Assessments
Attachments: Amended Final Resol - Baker's Woods TID Property (00629438).PDF; Amended Final Resol - Baker's Woods Non TID Property (00629408).PDF; Amended Final Resol - Bell West TID Area (00629429).PDF; Amended Final Resol - Bell West Non TID Area (00629427).PDF

Jim,

Thanks for your email yesterday. I have attached revised resolutions. The only substantive change for your purposes is that I decreased the special assessments against the Bell West Non TID property, using the special assessment amount for each lot shown on the installment payment schedules Greg prepared. I missed that earlier. I still have a question about the "total assessment" column on payment schedule for each lot. The total assessment amounts in that column do not correspond to the assessment plus interest amounts. Can you explain?

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



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

8/29/2011

VILLAGE OF BELLEVILLE

RESOLUTION NO. 2011-09-01

*West Side Neighborhood Sewer Interceptor and Related Improvements
(Bell West TID Area)*

AMENDED FINAL RESOLUTION LEVYING SPECIAL
ASSESSMENT AGAINST BENEFITED PROPERTY

RECITALS

- A. On September 20, 2010, the Village Board of the Village of Belleville adopted Resolution 2010-09-04, levying special assessments against Lots 5, 6, 7, 8, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in the Plat of Bell West, referred to herein as the "Bell West TID Area." The purpose of the special assessment is to pay for the installation of a sanitary sewer interceptor and other public improvements to serve the Bell West TID Area (the "Project").
- B. On September 6, 2011, following notice published and mailed pursuant to law, the Village Board conducted a public hearing on approving amended special assessments and an amended installment payment schedule for payment of the special assessments.
- C. The Owners of the Bell West TID Area executed an agreement (the "TID Agreement") affirming that the Project benefits the Bell West TID Area, consenting to the levying of special assessments for the cost of the Project, and waiving all special assessment notice and hearing requirements.
- D. The special assessments levied in Resolution 2010-09-04 need to be adjusted to reflect full project and financing costs.
- E. The Village's financial consultant has prepared an Installment Payment Schedule, attached as Attachment A.

RESOLUTION

Therefore, the Village Board of the Village of Belleville, Dane and Green Counties, Wisconsin, do resolve as follows:

1. The cost of the Project shall be assessed to the lots within the Bell West TID Area in the following amounts:

Lot 5	\$77,164.66
Lot 6	\$68,458.90
Lot 7	\$83,100.40
Lot 8	\$158,286.48
Lot 19	\$79,143.23
Lot 20	\$54,213.12
Lot 21	\$73,207.50
Lot 22	\$67,271.75
Lot 23	\$61,336.01
Lot 24	\$63,314.60
Lot 25	\$85,870.41
Lot 26	\$73,603.21
Lot 27	\$75,186.08
Lot 28	\$73,998.93
Lot 29	\$44,320.21
Lot 30	\$72,811.78
Lot 31	\$70,833.20
Lot 32	\$235,846.84
Lot 33	\$196,275.24
Lot 34	\$73,603.21
Lot 35	\$79,934.67
Lot 36	\$116,736.28

2. The assessment represents an exercise of the police power and has been determined on a reasonable basis and is hereby confirmed.
3. The Installment Payment Schedule is adopted and approved. Assessments may be paid in installments as shown on the Installment Payment Schedule.
4. Pursuant to the TID Agreement, special assessment installment payments shall be reduced: (a) to the extent that Bell West Tax Increment is allocated for that purpose pursuant to section B.3 of the TID Agreement, and (b) to the extent that specials assessments levied against the Bell West TID Property are otherwise paid pursuant to sections C.2, C.3, C.4 or C.5 of the TID Agreement.
5. In the event any special assessment installment payments, as reduced pursuant to section 4 of this Resolution, are not paid by the dates set forth in the attached

Installment Payment Schedule, such unpaid installment payments shall be extended upon the tax roll.

6. All actions heretofore or hereafter taken for the purpose of carrying this resolution into effect are hereby ratified and confirmed.
7. The Village Clerk shall publish this resolution as a class 1 notice, and shall mail a copy of this resolution to every interested person whose post office address is known, or can be ascertained with reasonable diligence.

This resolution was duly adopted by motion at a meeting held on September 6, 2011.

APPROVED

BY: _____
Howard Ward, Village President

ATTEST:

BY: _____
April Little, Village Clerk

ATTACHMENT A
INSTALLMENT PAYMENT SCHEDULE

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

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Scheduled BAB Rebate	Total Assessment*
2009 or 2010**	2010**	\$0.00	\$0.00	\$0.00	\$0.00
2010 or 2011**	2011**	\$0.00	\$0.00	\$0.00	\$0.00
2011 or 2012	2012	\$0.00	\$78,328.14	(\$27,414.85)	\$50,913.29
2012 or 2013	2013	\$0.00	\$78,328.14	(\$27,414.85)	\$50,913.29
2013 or 2014	2014	\$0.00	\$78,328.14	(\$27,414.85)	\$50,913.29
2014 or 2015	2015	\$0.00	\$78,328.14	(\$27,414.85)	\$50,913.29
2015 or 2016	2016	\$57,194.70	\$78,328.14	(\$27,414.85)	\$108,107.99
2016 or 2017	2017	\$85,792.05	\$75,754.38	(\$26,514.03)	\$135,032.40
2017 or 2018	2018	\$85,792.05	\$71,679.26	(\$25,087.73)	\$132,383.57
2018 or 2019	2019	\$85,792.05	\$67,389.66	(\$23,586.37)	\$129,595.33
2019 or 2020	2020	\$94,371.26	\$62,885.57	(\$22,009.95)	\$135,246.88
2020 or 2021	2021	\$100,090.73	\$57,695.15	(\$20,193.30)	\$137,592.58
2021 or 2022	2022	\$100,090.73	\$51,989.98	(\$18,196.49)	\$133,884.21
2022 or 2023	2023	\$100,090.73	\$46,184.72	(\$16,164.65)	\$130,110.79
2023 or 2024	2024	\$100,090.73	\$40,279.37	(\$14,097.77)	\$126,272.32
2024 or 2025	2025	\$100,090.73	\$34,273.92	(\$11,895.87)	\$122,368.78
2025 or 2026	2026	\$100,090.73	\$28,168.39	(\$9,869.34)	\$118,400.18
2026 or 2027	2027	\$114,389.40	\$21,962.76	(\$7,606.97)	\$128,665.20
2027 or 2028	2028	\$114,389.40	\$14,756.23	(\$5,164.68)	\$123,980.95
2028 or 2029	2029	\$114,389.40	\$7,435.31	(\$2,692.36)	\$119,222.35
Totals		\$1,352,654.66	\$972,095.42	(\$346,233.87)	\$1,984,516.71

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

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

	% Of Total	Total Payment
Lot 5	3.89%	\$77,164.66
Lot 6	3.45%	\$68,458.90
Lot 7	4.19%	\$83,100.40
Lot 8	7.98%	\$158,286.48
Lot 19	3.99%	\$79,143.23
Lot 20	2.73%	\$54,213.12
Lot 21	3.68%	\$73,207.50
Lot 22	3.39%	\$67,271.75
Lot 23	3.09%	\$61,336.01
Lot 24	3.19%	\$63,314.60
Lot 25	4.33%	\$85,870.41
Lot 26	3.71%	\$73,603.21
Lot 27	3.79%	\$75,186.08
Lot 28	3.73%	\$73,998.93
Lot 29	2.23%	\$44,320.21
Lot 30	3.67%	\$72,811.78
Lot 31	3.57%	\$70,833.20
Lot 32	11.88%	\$235,846.84
Lot 33	9.89%	\$196,275.24
Lot 34	3.71%	\$73,603.21
Lot 35	4.03%	\$79,934.67
Lot 36	5.88%	\$116,736.28
TOTAL	100.00%	\$1,984,516.71

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

Lot 5 3.89%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,979.68
2012	or 2013	\$1,979.68
2013	or 2014	\$1,979.68
2014	or 2015	\$1,979.68
2015	or 2016	\$4,203.60
2016	or 2017	\$5,250.51
2017	or 2018	\$5,147.52
2018	or 2019	\$5,039.10
2019	or 2020	\$5,258.85
2020	or 2021	\$5,350.06
2021	or 2022	\$5,205.87
2022	or 2023	\$5,059.14
2023	or 2024	\$4,909.89
2024	or 2025	\$4,758.11
2025	or 2026	\$4,603.80
2026	or 2027	\$5,002.93
2027	or 2028	\$4,820.79
2028	or 2029	\$4,635.76

\$77,164.66

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

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

Lot 6 3.45%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,756.33
2012	or 2013	\$1,756.33
2013	or 2014	\$1,756.33
2014	or 2015	\$1,756.33
2015	or 2016	\$3,729.35
2016	or 2017	\$4,658.15
2017	or 2018	\$4,566.77
2018	or 2019	\$4,470.59
2019	or 2020	\$4,665.55
2020	or 2021	\$4,746.46
2021	or 2022	\$4,618.54
2022	or 2023	\$4,488.37
2023	or 2024	\$4,355.95
2024	or 2025	\$4,221.30
2025	or 2026	\$4,084.39
2026	or 2027	\$4,438.50
2027	or 2028	\$4,276.91
2028	or 2029	\$4,112.76
		\$68,458.90

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

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

Lot 7 4.19%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$2,131.96
2012	or 2013	\$2,131.96
2013	or 2014	\$2,131.96
2014	or 2015	\$2,131.96
2015	or 2016	\$4,526.95
2016	or 2017	\$5,654.40
2017	or 2018	\$5,543.48
2018	or 2019	\$5,426.72
2019	or 2020	\$5,663.38
2020	or 2021	\$5,761.60
2021	or 2022	\$5,606.32
2022	or 2023	\$5,448.31
2023	or 2024	\$5,287.57
2024	or 2025	\$5,124.12
2025	or 2026	\$4,957.93
2026	or 2027	\$5,387.77
2027	or 2028	\$5,191.62
2028	or 2029	\$4,992.36
		\$83,100.40

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

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

Lot 8 7.98%

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

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

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

Lot 19 3.99%

Payment Due 11/10	or	Assessment Levy Collection Due by 1/31	Total
2009	or	2010**	
2010	or	2011**	
2011	or	2012	\$2,030.44
2012	or	2013	\$2,030.44
2013	or	2014	\$2,030.44
2014	or	2015	\$2,030.44
2015	or	2016	\$4,311.39
2016	or	2017	\$5,385.14
2017	or	2018	\$5,279.50
2018	or	2019	\$5,168.31
2019	or	2020	\$5,393.69
2020	or	2021	\$5,487.24
2021	or	2022	\$5,339.35
2022	or	2023	\$5,188.86
2023	or	2024	\$5,035.79
2024	or	2025	\$4,880.11
2025	or	2026	\$4,721.84
2026	or	2027	\$5,131.21
2027	or	2028	\$4,944.40
2028	or	2029	\$4,754.63
			\$79,143.23

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

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

Lot 20 2.73%

Payment Due 11/10	or	Assessment Levy Collection Due by 1/31	Total
2009	or	2010**	
2010	or	2011**	
2011	or	2012	\$1,390.85
2012	or	2013	\$1,390.85
2013	or	2014	\$1,390.85
2014	or	2015	\$1,390.85
2015	or	2016	\$2,953.30
2016	or	2017	\$3,688.82
2017	or	2018	\$3,616.46
2018	or	2019	\$3,540.29
2019	or	2020	\$3,694.68
2020	or	2021	\$3,758.76
2021	or	2022	\$3,657.46
2022	or	2023	\$3,554.37
2023	or	2024	\$3,449.51
2024	or	2025	\$3,342.88
2025	or	2026	\$3,234.46
2026	or	2027	\$3,514.88
2027	or	2028	\$3,386.92
2028	or	2029	\$3,256.92
			\$54,213.12

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

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

Lot 21 3.69%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,878.16
2012	or 2013	\$1,878.16
2013	or 2014	\$1,878.16
2014	or 2015	\$1,878.16
2015	or 2016	\$3,988.03
2016	or 2017	\$4,981.25
2017	or 2018	\$4,883.54
2018	or 2019	\$4,780.69
2019	or 2020	\$4,989.17
2020	or 2021	\$5,075.70
2021	or 2022	\$4,938.90
2022	or 2023	\$4,799.70
2023	or 2024	\$4,658.10
2024	or 2025	\$4,514.10
2025	or 2026	\$4,367.70
2026	or 2027	\$4,746.37
2027	or 2028	\$4,573.57
2028	or 2029	\$4,398.03
		\$73,207.50

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

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

Lot 22 3.39%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,725.87
2012	or 2013	\$1,725.87
2013	or 2014	\$1,725.87
2014	or 2015	\$1,725.87
2015	or 2016	\$3,664.68
2016	or 2017	\$4,577.37
2017	or 2018	\$4,487.58
2018	or 2019	\$4,393.06
2019	or 2020	\$4,584.64
2020	or 2021	\$4,664.16
2021	or 2022	\$4,538.45
2022	or 2023	\$4,410.54
2023	or 2024	\$4,280.42
2024	or 2025	\$4,148.09
2025	or 2026	\$4,013.57
2026	or 2027	\$4,361.53
2027	or 2028	\$4,202.74
2028	or 2029	\$4,041.44
		\$67,271.75

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

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

Lot 23 3.09%

Payment Due 11/10		Assessment Levy Collection Due by 1/31	Total
2009	or	2010**	
2010	or	2011**	
2011	or	2012	\$1,573.59
2012	or	2013	\$1,573.59
2013	or	2014	\$1,573.59
2014	or	2015	\$1,573.59
2015	or	2016	\$3,341.32
2016	or	2017	\$4,173.48
2017	or	2018	\$4,091.62
2018	or	2019	\$4,005.44
2019	or	2020	\$4,180.11
2020	or	2021	\$4,252.61
2021	or	2022	\$4,138.00
2022	or	2023	\$4,021.37
2023	or	2024	\$3,902.73
2024	or	2025	\$3,782.09
2025	or	2026	\$3,659.43
2026	or	2027	\$3,976.69
2027	or	2028	\$3,831.91
2028	or	2029	\$3,684.84
			\$61,336.01

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

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

Lot 24 3.19%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,624.35
2012	or 2013	\$1,624.35
2013	or 2014	\$1,624.35
2014	or 2015	\$1,624.35
2015	or 2016	\$3,449.11
2016	or 2017	\$4,308.11
2017	or 2018	\$4,223.60
2018	or 2019	\$4,134.65
2019	or 2020	\$4,314.96
2020	or 2021	\$4,389.79
2021	or 2022	\$4,271.48
2022	or 2023	\$4,151.09
2023	or 2024	\$4,028.63
2024	or 2025	\$3,904.09
2025	or 2026	\$3,777.47
2026	or 2027	\$4,104.97
2027	or 2028	\$3,955.52
2028	or 2029	\$3,803.70
		\$63,314.60

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

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

Lot 25 4.33%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$2,203.03
2012	or 2013	\$2,203.03
2013	or 2014	\$2,203.03
2014	or 2015	\$2,203.03
2015	or 2016	\$4,677.85
2016	or 2017	\$5,842.88
2017	or 2018	\$5,728.26
2018	or 2019	\$5,607.61
2019	or 2020	\$5,852.16
2020	or 2021	\$5,953.66
2021	or 2022	\$5,793.19
2022	or 2023	\$5,629.92
2023	or 2024	\$5,463.83
2024	or 2025	\$5,294.92
2025	or 2026	\$5,123.20
2026	or 2027	\$5,567.37
2027	or 2028	\$5,364.68
2028	or 2029	\$5,158.77
		\$85,870.41

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

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

Lot 26 3.71%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,888.31
2012	or 2013	\$1,888.31
2013	or 2014	\$1,888.31
2014	or 2015	\$1,888.31
2015	or 2016	\$4,009.59
2016	or 2017	\$5,008.18
2017	or 2018	\$4,909.94
2018	or 2019	\$4,806.53
2019	or 2020	\$5,016.14
2020	or 2021	\$5,103.13
2021	or 2022	\$4,965.60
2022	or 2023	\$4,825.64
2023	or 2024	\$4,683.28
2024	or 2025	\$4,538.50
2025	or 2026	\$4,391.31
2026	or 2027	\$4,772.03
2027	or 2028	\$4,598.30
2028	or 2029	\$4,421.81
		\$73,603.21

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

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

Lot 27 3.79%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,928.92
2012	or 2013	\$1,928.92
2013	or 2014	\$1,928.92
2014	or 2015	\$1,928.92
2015	or 2016	\$4,095.82
2016	or 2017	\$5,115.88
2017	or 2018	\$5,015.53
2018	or 2019	\$4,909.89
2019	or 2020	\$5,124.01
2020	or 2021	\$5,212.88
2021	or 2022	\$5,072.38
2022	or 2023	\$4,929.42
2023	or 2024	\$4,784.00
2024	or 2025	\$4,636.11
2025	or 2026	\$4,485.75
2026	or 2027	\$4,874.65
2027	or 2028	\$4,697.18
2028	or 2029	\$4,516.90
		\$75,186.08

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

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

Lot 28 3.73%

Payment Due 11/10		Assessment Levy Collection Due by 1/31	Total
2009	or	2010**	
2010	or	2011**	
2011	or	2012	\$1,898.46
2012	or	2013	\$1,898.46
2013	or	2014	\$1,898.46
2014	or	2015	\$1,898.46
2015	or	2016	\$4,031.15
2016	or	2017	\$5,035.11
2017	or	2018	\$4,936.34
2018	or	2019	\$4,832.37
2019	or	2020	\$5,043.10
2020	or	2021	\$5,130.57
2021	or	2022	\$4,992.29
2022	or	2023	\$4,851.59
2023	or	2024	\$4,708.46
2024	or	2025	\$4,562.90
2025	or	2026	\$4,414.92
2026	or	2027	\$4,797.69
2027	or	2028	\$4,623.02
2028	or	2029	\$4,445.58

\$73,998.93

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

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

Lot 29 2.23%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,137.05
2012	or 2013	\$1,137.05
2013	or 2014	\$1,137.05
2014	or 2015	\$1,137.05
2015	or 2016	\$2,414.38
2016	or 2017	\$3,015.68
2017	or 2018	\$2,956.52
2018	or 2019	\$2,894.25
2019	or 2020	\$3,020.47
2020	or 2021	\$3,072.85
2021	or 2022	\$2,990.04
2022	or 2023	\$2,905.76
2023	or 2024	\$2,820.04
2024	or 2025	\$2,732.86
2025	or 2026	\$2,644.23
2026	or 2027	\$2,873.48
2027	or 2028	\$2,768.87
2028	or 2029	\$2,662.59
		\$44,320.21

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

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

Lot 30 3.67%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,868.01
2012	or 2013	\$1,868.01
2013	or 2014	\$1,868.01
2014	or 2015	\$1,868.01
2015	or 2016	\$3,966.47
2016	or 2017	\$4,954.33
2017	or 2018	\$4,857.14
2018	or 2019	\$4,754.84
2019	or 2020	\$4,962.20
2020	or 2021	\$5,048.26
2021	or 2022	\$4,912.20
2022	or 2023	\$4,773.76
2023	or 2024	\$4,632.92
2024	or 2025	\$4,489.70
2025	or 2026	\$4,344.09
2026	or 2027	\$4,220.72
2027	or 2028	\$4,548.85
2028	or 2029	\$4,374.26
		\$72,811.78

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

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

Lot 31 3.57%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,817.24
2012	or 2013	\$1,817.24
2013	or 2014	\$1,817.24
2014	or 2015	\$1,817.24
2015	or 2016	\$3,858.69
2016	or 2017	\$4,819.70
2017	or 2018	\$4,725.16
2018	or 2019	\$4,625.64
2019	or 2020	\$4,827.36
2020	or 2021	\$4,911.08
2021	or 2022	\$4,778.72
2022	or 2023	\$4,644.03
2023	or 2024	\$4,507.03
2024	or 2025	\$4,367.70
2025	or 2026	\$4,226.05
2026	or 2027	\$4,592.44
2027	or 2028	\$4,425.24
2028	or 2029	\$4,255.39
		\$70,833.20

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

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

Lot 32 11.88%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$6,050.71
2012	or 2013	\$6,050.71
2013	or 2014	\$6,050.71
2014	or 2015	\$6,050.71
2015	or 2016	\$12,847.93
2016	or 2017	\$16,047.72
2017	or 2018	\$15,732.92
2018	or 2019	\$15,401.56
2019	or 2020	\$16,073.21
2020	or 2021	\$16,351.98
2021	or 2022	\$15,911.26
2022	or 2023	\$15,462.82
2023	or 2024	\$15,006.64
2024	or 2025	\$14,542.73
2025	or 2026	\$14,071.09
2026	or 2027	\$15,291.02
2027	or 2028	\$14,734.33
2028	or 2029	\$14,168.80
		\$235,846.84

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

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

Lot 33 9.89%

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

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

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

Lot 34 3.71%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$1,888.31
2012	or 2013	\$1,888.31
2013	or 2014	\$1,888.31
2014	or 2015	\$1,888.31
2015	or 2016	\$4,009.59
2016	or 2017	\$5,008.18
2017	or 2018	\$4,909.94
2018	or 2019	\$4,806.53
2019	or 2020	\$5,016.14
2020	or 2021	\$5,103.13
2021	or 2022	\$4,965.60
2022	or 2023	\$4,825.64
2023	or 2024	\$4,683.28
2024	or 2025	\$4,538.50
2025	or 2026	\$4,391.31
2026	or 2027	\$4,772.03
2027	or 2028	\$4,598.30
2028	or 2029	\$4,421.81

\$73,603.21

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

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

Lot 35 4.03%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$2,050.74
2012	or 2013	\$2,050.74
2013	or 2014	\$2,050.74
2014	or 2015	\$2,050.74
2015	or 2016	\$4,354.50
2016	or 2017	\$5,438.99
2017	or 2018	\$5,332.30
2018	or 2019	\$5,219.99
2019	or 2020	\$5,447.63
2020	or 2021	\$5,542.11
2021	or 2022	\$5,392.74
2022	or 2023	\$5,240.75
2023	or 2024	\$5,086.14
2024	or 2025	\$4,928.91
2025	or 2026	\$4,769.06
2026	or 2027	\$5,182.53
2027	or 2028	\$4,993.85
2028	or 2029	\$4,802.18
		\$79,934.67

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

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

Lot 36 5.88%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Total
2009	or 2010**	
2010	or 2011**	
2011	or 2012	\$2,994.90
2012	or 2013	\$2,994.90
2013	or 2014	\$2,994.90
2014	or 2015	\$2,994.90
2015	or 2016	\$6,359.29
2016	or 2017	\$7,943.08
2017	or 2018	\$7,787.27
2018	or 2019	\$7,623.25
2019	or 2020	\$7,955.70
2020	or 2021	\$8,093.68
2021	or 2022	\$7,875.54
2022	or 2023	\$7,653.58
2023	or 2024	\$7,427.78
2024	or 2025	\$7,198.16
2025	or 2026	\$6,964.72
2026	or 2027	\$7,568.54
2027	or 2028	\$7,293.00
2028	or 2029	\$7,013.08

\$116,736.28

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

VILLAGE OF BELLEVILLE

RESOLUTION NO. 2011-09-02

*West Side Neighborhood Sewer Interceptor and Related Improvements
(Bell West Non-TID Area)*

AMENDED FINAL RESOLUTION LEVYING SPECIAL
ASSESSMENT AGAINST BENEFITED PROPERTY

RECITALS

- A. On September 20, 2010, the Village Board of the Village of Belleville adopted Resolution 2010-09-05, levying special assessments against Lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in the Plat of Bell West, referred to herein as the "Bell West Non TID Area." The purpose of the special assessment is to pay for the installation of a sanitary sewer interceptor and other public improvements to serve the Bell West Non TID Area (the "Project").
- B. On September 6, 2011, following notice published and mailed pursuant to law, the Village Board conducted a public hearing on approving amended special assessments and an amended installment payment schedule for payment of the special assessments.
- C. The Owners of the Bell West Non TID Area executed an agreement (the "TID Agreement") affirming that the Project benefits the Bell West Non TID Area, consenting to the levying of special assessments for the cost of the Project, and waiving all special assessment notice and hearing requirements.
- D. The Village's financial consultant has prepared an Installment Payment Schedule, attached as Attachment A.

RESOLUTION

Therefore, the Village Board of the Village of Belleville, Dane and Green Counties, Wisconsin, do resolve as follows:

1. The special assessments levied in Resolution No. 2010-09-05 are hereby ratified and confirmed, as follows:

Lot 1	\$18,672.48
Lot 2	\$76,605.02
Lot 3	\$190,076.18
Lot 4	\$58,890.10
Lot 9	\$9,575.62
Lot 10	\$9,575.62
Lot 11	\$9,575.62
Lot 12	\$9,575.62
Lot 13	\$9,575.62
Lot 14	\$9,575.62
Lot 15	\$9,575.62
Lot 16	\$9,575.62
Lot 17	\$9,575.62
Lot 18	\$9,575.62

2. The assessment represents an exercise of the police power and has been determined on a reasonable basis and is hereby confirmed.
3. The Installment Payment Schedule is adopted and approved. Assessments may be paid in installments as shown on the Installment Payment Schedule.
4. In the event any special assessment installment payments are not paid by the dates set forth in the attached Installment Payment Schedule, such unpaid installment payments shall be extended upon the tax roll.
5. All actions heretofore or hereafter taken for the purpose of carrying this resolution into effect are hereby ratified and confirmed.
6. The Village Clerk shall publish this resolution as a class 1 notice, and shall mail a copy of this resolution to every interested person whose post office address is known, or can be ascertained with reasonable diligence.

This resolution was duly adopted by motion at a meeting held on September 6, 2011.

APPROVED

BY: _____
Howard Ward, Village President

ATTEST:

BY: _____
April Little, Village Clerk

ATTACHMENT A
INSTALLMENT PAYMENT SCHEDULE

Bell West Non-TID Costs
Financed by 10/26/2010 \$440,000 Special Assessment B Bonds
 Based on per Lot TIC

Bell West Non-TID Costs
Financed by 10/26/2010 \$440,000 Special Assessment B Bonds
 Based on per Lot TIC

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment	Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2010	or	2011*	\$15,248.89	\$15,248.89	2010	or	\$0.00	\$16,681.43	\$16,681.43
2011	or	2012*	\$15,040.00	\$15,040.00	2011	or	\$0.00	\$16,452.92	\$16,452.92
2012	or	2013	\$15,040.00	\$55,040.00	2012	or	\$40,000.00	\$16,452.92	\$56,452.92
2013	or	2014	\$14,000.00	\$55,040.00	2013	or	\$40,000.00	\$14,957.20	\$54,957.20
2014	or	2015	\$14,000.00	\$7,960.00	2014	or	\$45,000.00	\$13,461.48	\$58,461.48
2015	or	2016	\$45,000.00	\$56,610.00	2015	or	\$45,000.00	\$11,778.80	\$96,778.80
2016	or	2017	\$10,260.00	\$55,260.00	2016	or	\$45,000.00	\$10,096.11	\$55,096.11
2017	or	2018	\$8,640.00	\$53,640.00	2017	or	\$45,000.00	\$8,413.43	\$53,413.43
2018	or	2019	\$7,020.00	\$50,400.00	2018	or	\$45,000.00	\$6,730.74	\$51,730.74
2019	or	2020	\$5,400.00	\$48,600.00	2019	or	\$45,000.00	\$5,048.06	\$50,048.06
2020	or	2021	\$3,600.00	\$46,800.00	2020	or	\$45,000.00	\$3,365.37	\$48,365.37
2021	or	2022	\$1,800.00	\$46,800.00	2021	or	\$45,000.00	\$1,682.69	\$46,682.69
Totals			\$120,618.89	\$560,618.89	Totals		\$440,000.00	\$125,121.13	\$565,121.13

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Bell West Non-TID

Lot #	Amount in Resolution 2010-09-05	% of total
1	19,096.85	4.24%
2	78,346.05	17.41%
3	194,396.10	43.20%
4	60,228.51	13.38%
9	9,793.25	2.18%
10	9,793.25	2.18%
11	9,793.25	2.18%
12	9,793.25	2.18%
13	9,793.25	2.18%
14	9,793.25	2.18%
15	9,793.25	2.18%
16	9,793.25	2.18%
17	9,793.25	2.18%
18	9,793.25	2.18%
	450,000.01	100.00%

Lot 1		4.24%		Annual	Scheduled	Total
Payment	Assessment Levy	Assessment	TIC Rate	Assessment	Interest	Assessment
Due 11/10	Collection Due by 1/31	Installment				
2010	or	2011*	\$0.00	3.7393000%	\$707.92	\$707.92
2011	or	2012*	\$0.00	3.7393000%	\$698.22	\$698.22
2012	or	2013	\$1,697.50	3.7393000%	\$698.22	\$2,395.72
2013	or	2014	\$1,697.50	3.7393000%	\$634.75	\$2,332.24
2014	or	2015	\$1,909.68	3.7393000%	\$571.27	\$2,480.96
2015	or	2016	\$1,909.68	3.7393000%	\$499.86	\$2,409.55
2016	or	2017	\$1,909.68	3.7393000%	\$428.45	\$2,338.14
2017	or	2018	\$1,909.68	3.7393000%	\$357.04	\$2,266.73
2018	or	2019	\$1,909.68	3.7393000%	\$285.64	\$2,195.32
2019	or	2020	\$1,909.68	3.7393000%	\$214.23	\$2,123.91
2020	or	2021	\$1,909.68	3.7393000%	\$142.82	\$2,052.50
2021	or	2022	\$1,909.68	3.7393000%	\$71.41	\$1,981.09
Totals			\$18,672.48		\$5,309.82	\$23,982.30

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 2		17.41%				
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	TIC Rate	Scheduled Assessment Interest	Total Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$2,904.28	\$2,904.28	
2011	or 2012*	\$0.00	3.7393000%	\$2,864.49	\$2,864.49	
2012	or 2013	\$6,964.09	3.7393000%	\$2,864.49	\$9,828.58	
2013	or 2014	\$6,964.09	3.7393000%	\$2,604.08	\$9,568.18	
2014	or 2015	\$7,834.60	3.7393000%	\$2,343.68	\$10,178.28	
2015	or 2016	\$7,834.60	3.7393000%	\$2,050.72	\$9,885.32	
2016	or 2017	\$7,834.60	3.7393000%	\$1,757.76	\$9,592.36	
2017	or 2018	\$7,834.60	3.7393000%	\$1,464.80	\$9,299.40	
2018	or 2019	\$7,834.60	3.7393000%	\$1,171.84	\$9,006.44	
2019	or 2020	\$7,834.60	3.7393000%	\$878.88	\$8,713.48	
2020	or 2021	\$7,834.60	3.7393000%	\$585.92	\$8,420.52	
2021	or 2022	\$7,834.60	3.7393000%	\$292.96	\$8,127.56	
Totals		\$76,605.02		\$21,783.88	\$98,388.91	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 3		43.20%		Annual	Scheduled	Total
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Assessment Installment	TIC Rate	Assessment Interest	Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$7,206.23	\$7,206.23	
2011	or 2012*	\$0.00	3.7393000%	\$7,107.52	\$7,107.52	
2012	or 2013	\$17,279.65	3.7393000%	\$7,107.52	\$24,387.17	
2013	or 2014	\$17,279.65	3.7393000%	\$6,461.38	\$23,741.03	
2014	or 2015	\$19,439.61	3.7393000%	\$5,815.24	\$25,254.85	
2015	or 2016	\$19,439.61	3.7393000%	\$5,088.34	\$24,527.95	
2016	or 2017	\$19,439.61	3.7393000%	\$4,361.43	\$23,801.04	
2017	or 2018	\$19,439.61	3.7393000%	\$3,634.53	\$23,074.14	
2018	or 2019	\$19,439.61	3.7393000%	\$2,907.62	\$22,347.23	
2019	or 2020	\$19,439.61	3.7393000%	\$2,180.72	\$21,620.33	
2020	or 2021	\$19,439.61	3.7393000%	\$1,453.81	\$20,893.42	
2021	or 2022	\$19,439.61	3.7393000%	\$726.91	\$20,166.51	
Totals		\$190,076.18		\$54,051.24	\$244,127.43	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 4		13.38%				
Payment	Assessment Levy	Annual		Scheduled	Total	
Due 11/10	Collection Due by 1/31	Assessment	TIC Rate	Assessment	Assessment	
		Installment		Interest		
2010	or	2011*	\$0.00	3.7393000%	\$2,232.66	\$2,232.66
2011	or	2012*	\$0.00	3.7393000%	\$2,202.08	\$2,202.08
2012	or	2013	\$5,353.65	3.7393000%	\$2,202.08	\$7,555.72
2013	or	2014	\$5,353.65	3.7393000%	\$2,001.89	\$7,355.53
2014	or	2015	\$6,022.85	3.7393000%	\$1,801.70	\$7,824.55
2015	or	2016	\$6,022.85	3.7393000%	\$1,576.49	\$7,599.34
2016	or	2017	\$6,022.85	3.7393000%	\$1,351.27	\$7,374.13
2017	or	2018	\$6,022.85	3.7393000%	\$1,126.06	\$7,148.91
2018	or	2019	\$6,022.85	3.7393000%	\$900.85	\$6,923.70
2019	or	2020	\$6,022.85	3.7393000%	\$675.64	\$6,698.49
2020	or	2021	\$6,022.85	3.7393000%	\$450.42	\$6,473.28
2021	or	2022	\$6,022.85	3.7393000%	\$225.21	\$6,248.06
Totals			\$58,890.10		\$16,746.35	\$75,636.45

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 9

2.18%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	TIC Rate	Scheduled Assessment Interest	Total Assessment
2010	or 2011*	\$0.00	3.7393000%	\$363.03	\$363.03
2011	or 2012*	\$0.00	3.7393000%	\$358.06	\$358.06
2012	or 2013	\$870.51	3.7393000%	\$358.06	\$1,228.57
2013	or 2014	\$870.51	3.7393000%	\$325.51	\$1,196.02
2014	or 2015	\$979.32	3.7393000%	\$292.96	\$1,272.28
2015	or 2016	\$979.32	3.7393000%	\$256.34	\$1,235.66
2016	or 2017	\$979.32	3.7393000%	\$219.72	\$1,199.04
2017	or 2018	\$979.32	3.7393000%	\$183.10	\$1,162.42
2018	or 2019	\$979.32	3.7393000%	\$146.48	\$1,125.80
2019	or 2020	\$979.32	3.7393000%	\$109.86	\$1,089.18
2020	or 2021	\$979.32	3.7393000%	\$73.24	\$1,052.56
2021	or 2022	\$979.32	3.7393000%	\$36.62	\$1,015.94
Totals		\$9,575.62		\$2,722.98	\$12,298.61

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 10		2.18%				
Payment	Assessment Levy	Annual		Scheduled	Total	
Due 11/10	Collection Due by 1/31	Assessment	TIC Rate	Assessment	Interest	Assessment
		Installment				
2010	or	2011*	\$0.00	3.7393000%	\$363.03	\$363.03
2011	or	2012*	\$0.00	3.7393000%	\$358.06	\$358.06
2012	or	2013	\$870.51	3.7393000%	\$358.06	\$1,228.57
2013	or	2014	\$870.51	3.7393000%	\$325.51	\$1,196.02
2014	or	2015	\$979.32	3.7393000%	\$292.96	\$1,272.28
2015	or	2016	\$979.32	3.7393000%	\$256.34	\$1,235.66
2016	or	2017	\$979.32	3.7393000%	\$219.72	\$1,199.04
2017	or	2018	\$979.32	3.7393000%	\$183.10	\$1,162.42
2018	or	2019	\$979.32	3.7393000%	\$146.48	\$1,125.80
2019	or	2020	\$979.32	3.7393000%	\$109.86	\$1,089.18
2020	or	2021	\$979.32	3.7393000%	\$73.24	\$1,052.56
2021	or	2022	\$979.32	3.7393000%	\$36.62	\$1,015.94
Totals			\$9,575.62		\$2,722.98	\$12,298.61

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 11		2.18%		Annual		Scheduled	Total
Payment	Assessment Levy	Assessment	TIC Rate	Assessment	Assessment	Interest	Assessment
Due 11/10	Collection Due by 1/31	Installment		Installment			
2010	or	2011*		\$0.00	3.7393000%	\$363.03	\$363.03
2011	or	2012*		\$0.00	3.7393000%	\$358.06	\$358.06
2012	or	2013		\$870.51	3.7393000%	\$358.06	\$1,228.57
2013	or	2014		\$870.51	3.7393000%	\$325.51	\$1,196.02
2014	or	2015		\$979.32	3.7393000%	\$292.96	\$1,272.28
2015	or	2016		\$979.32	3.7393000%	\$256.34	\$1,235.66
2016	or	2017		\$979.32	3.7393000%	\$219.72	\$1,199.04
2017	or	2018		\$979.32	3.7393000%	\$183.10	\$1,162.42
2018	or	2019		\$979.32	3.7393000%	\$146.48	\$1,125.80
2019	or	2020		\$979.32	3.7393000%	\$109.86	\$1,089.18
2020	or	2021		\$979.32	3.7393000%	\$73.24	\$1,052.56
2021	or	2022		\$979.32	3.7393000%	\$36.62	\$1,015.94
Totals				\$9,575.62		\$2,722.98	\$12,298.61

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 12		2.18%				
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	TIC Rate	Scheduled Assessment Interest	Total Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$363.03	\$363.03	
2011	or 2012*	\$0.00	3.7393000%	\$358.06	\$358.06	
2012	or 2013	\$870.51	3.7393000%	\$358.06	\$1,228.57	
2013	or 2014	\$870.51	3.7393000%	\$325.51	\$1,196.02	
2014	or 2015	\$979.32	3.7393000%	\$292.96	\$1,272.28	
2015	or 2016	\$979.32	3.7393000%	\$256.34	\$1,235.66	
2016	or 2017	\$979.32	3.7393000%	\$219.72	\$1,199.04	
2017	or 2018	\$979.32	3.7393000%	\$183.10	\$1,162.42	
2018	or 2019	\$979.32	3.7393000%	\$146.48	\$1,125.80	
2019	or 2020	\$979.32	3.7393000%	\$109.86	\$1,089.18	
2020	or 2021	\$979.32	3.7393000%	\$73.24	\$1,052.56	
2021	or 2022	\$979.32	3.7393000%	\$36.62	\$1,015.94	
Totals		\$9,575.62		\$2,722.98	\$12,298.61	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 13		2.18%		Annual	Scheduled	Total
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Assessment Installment	TIC Rate	Assessment Interest	Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$363.03	\$363.03	
2011	or 2012*	\$0.00	3.7393000%	\$358.06	\$358.06	
2012	or 2013	\$870.51	3.7393000%	\$358.06	\$1,228.57	
2013	or 2014	\$870.51	3.7393000%	\$325.51	\$1,196.02	
2014	or 2015	\$979.32	3.7393000%	\$292.96	\$1,272.28	
2015	or 2016	\$979.32	3.7393000%	\$256.34	\$1,235.66	
2016	or 2017	\$979.32	3.7393000%	\$219.72	\$1,199.04	
2017	or 2018	\$979.32	3.7393000%	\$183.10	\$1,162.42	
2018	or 2019	\$979.32	3.7393000%	\$146.48	\$1,125.80	
2019	or 2020	\$979.32	3.7393000%	\$109.86	\$1,089.18	
2020	or 2021	\$979.32	3.7393000%	\$73.24	\$1,052.56	
2021	or 2022	\$979.32	3.7393000%	\$36.62	\$1,015.94	
Totals		\$9,575.62		\$2,722.98	\$12,298.61	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 14		2.18%				
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	TIC Rate	Scheduled Assessment Interest	Total Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$363.03	\$363.03	
2011	or 2012*	\$0.00	3.7393000%	\$358.06	\$358.06	
2012	or 2013	\$870.51	3.7393000%	\$358.06	\$1,228.57	
2013	or 2014	\$870.51	3.7393000%	\$325.51	\$1,196.02	
2014	or 2015	\$979.32	3.7393000%	\$292.96	\$1,272.28	
2015	or 2016	\$979.32	3.7393000%	\$256.34	\$1,235.66	
2016	or 2017	\$979.32	3.7393000%	\$219.72	\$1,199.04	
2017	or 2018	\$979.32	3.7393000%	\$183.10	\$1,162.42	
2018	or 2019	\$979.32	3.7393000%	\$146.48	\$1,125.80	
2019	or 2020	\$979.32	3.7393000%	\$109.86	\$1,089.18	
2020	or 2021	\$979.32	3.7393000%	\$73.24	\$1,052.56	
2021	or 2022	\$979.32	3.7393000%	\$36.62	\$1,015.94	
Totals		\$9,575.62		\$2,722.98	\$12,298.61	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 15		2.18%		Annual		Scheduled	Total
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Assessment Installment	TIC Rate	Assessment Interest	Assessment	Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$363.03		\$363.03	
2011	or 2012*	\$0.00	3.7393000%	\$358.06		\$358.06	
2012	or 2013	\$870.51	3.7393000%	\$358.06		\$1,228.57	
2013	or 2014	\$870.51	3.7393000%	\$325.51		\$1,196.02	
2014	or 2015	\$979.32	3.7393000%	\$292.96		\$1,272.28	
2015	or 2016	\$979.32	3.7393000%	\$256.34		\$1,235.66	
2016	or 2017	\$979.32	3.7393000%	\$219.72		\$1,199.04	
2017	or 2018	\$979.32	3.7393000%	\$183.10		\$1,162.42	
2018	or 2019	\$979.32	3.7393000%	\$146.48		\$1,125.80	
2019	or 2020	\$979.32	3.7393000%	\$109.86		\$1,089.18	
2020	or 2021	\$979.32	3.7393000%	\$73.24		\$1,052.56	
2021	or 2022	\$979.32	3.7393000%	\$36.62		\$1,015.94	
Totals		\$9,575.62		\$2,722.98		\$12,298.61	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 16		2.18%				
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	TIC Rate	Scheduled Assessment Interest	Total Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$363.03	\$363.03	
2011	or 2012*	\$0.00	3.7393000%	\$358.06	\$358.06	
2012	or 2013	\$870.51	3.7393000%	\$358.06	\$1,228.57	
2013	or 2014	\$870.51	3.7393000%	\$325.51	\$1,196.02	
2014	or 2015	\$979.32	3.7393000%	\$292.96	\$1,272.28	
2015	or 2016	\$979.32	3.7393000%	\$256.34	\$1,235.66	
2016	or 2017	\$979.32	3.7393000%	\$219.72	\$1,199.04	
2017	or 2018	\$979.32	3.7393000%	\$183.10	\$1,162.42	
2018	or 2019	\$979.32	3.7393000%	\$146.48	\$1,125.80	
2019	or 2020	\$979.32	3.7393000%	\$109.86	\$1,089.18	
2020	or 2021	\$979.32	3.7393000%	\$73.24	\$1,052.56	
2021	or 2022	\$979.32	3.7393000%	\$36.62	\$1,015.94	
Totals		\$9,575.62		\$2,722.98	\$12,298.61	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 17		2.18%		Annual	Scheduled	Total
Payment Due 11/10	Assessment Levy Collection Due by 1/31	Assessment Installment	TIC Rate	Assessment Interest	Assessment	
2010	or 2011*	\$0.00	3.7393000%	\$363.03	\$363.03	
2011	or 2012*	\$0.00	3.7393000%	\$358.06	\$358.06	
2012	or 2013	\$870.51	3.7393000%	\$358.06	\$1,228.57	
2013	or 2014	\$870.51	3.7393000%	\$325.51	\$1,196.02	
2014	or 2015	\$979.32	3.7393000%	\$292.96	\$1,272.28	
2015	or 2016	\$979.32	3.7393000%	\$256.34	\$1,235.66	
2016	or 2017	\$979.32	3.7393000%	\$219.72	\$1,199.04	
2017	or 2018	\$979.32	3.7393000%	\$183.10	\$1,162.42	
2018	or 2019	\$979.32	3.7393000%	\$146.48	\$1,125.80	
2019	or 2020	\$979.32	3.7393000%	\$109.86	\$1,089.18	
2020	or 2021	\$979.32	3.7393000%	\$73.24	\$1,052.56	
2021	or 2022	\$979.32	3.7393000%	\$36.62	\$1,015.94	
Totals		\$9,575.62		\$2,722.98	\$12,298.61	

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

Lot 18		2.18%				
Payment	Assessment Levy	Annual		Scheduled	Total	
Due 11/10	Collection Due by 1/31	Assessment	TIC Rate	Assessment	Assessment	
		Installment		Interest		
2010	or	2011*	\$0.00	3.7393000%	\$363.03	\$363.03
2011	or	2012*	\$0.00	3.7393000%	\$358.06	\$358.06
2012	or	2013	\$870.51	3.7393000%	\$358.06	\$1,228.57
2013	or	2014	\$870.51	3.7393000%	\$325.51	\$1,196.02
2014	or	2015	\$979.32	3.7393000%	\$292.96	\$1,272.28
2015	or	2016	\$979.32	3.7393000%	\$256.34	\$1,235.66
2016	or	2017	\$979.32	3.7393000%	\$219.72	\$1,199.04
2017	or	2018	\$979.32	3.7393000%	\$183.10	\$1,162.42
2018	or	2019	\$979.32	3.7393000%	\$146.48	\$1,125.80
2019	or	2020	\$979.32	3.7393000%	\$109.86	\$1,089.18
2020	or	2021	\$979.32	3.7393000%	\$73.24	\$1,052.56
2021	or	2022	\$979.32	3.7393000%	\$36.62	\$1,015.94
Totals			\$9,575.62		\$2,722.98	\$12,298.61

* 2011 and 2012 Scheduled Assessment Interest is Capitalized.

VILLAGE OF BELLEVILLE

RESOLUTION NO. 2011-09-03

*West Side Neighborhood Sewer Interceptor and Related Improvements
(Baker's Woods – TID Property)*

AMENDED FINAL RESOLUTION LEVYING SPECIAL
ASSESSMENT AGAINST BENEFITED PROPERTY

RECITALS

- A. On September 20, 2010, the Village Board of the Village of Belleville adopted Resolution 2010-09-06(A), levying special assessments against Parcel No. 0508-334-8760-1, described as Lot 1, Certified Survey Map No. 12757, recorded in the Dane County, Wisconsin, Register of Deeds office in Volume 80 of Certified Survey Maps, pages 292-294, as Document No. 4592120, in the Village of Belleville, Dane County, Wisconsin, referred to herein as the "Baker's Woods TID Area." The purpose of the special assessment is to pay for the installation of a sanitary sewer interceptor and other public improvements to serve the Baker's Woods TID Area (the "Project").
- B. On September 6, 2011, following notice published and mailed pursuant to law, the Village Board conducted a public hearing on approving a amended special assessments and an amended installment payment schedule for payment of the special assessments.
- C. The Owners of the Baker's Woods TID Area executed an agreement (the "TID Agreement") affirming that the Project benefits the Baker's Woods TID Area, consenting to the levying of special assessments for the cost of the Project, and waiving all special assessment notice and hearing requirements.
- D. The special assessments levied in Resolution 2010-09-06(A) need to be adjusted to reflect full project and financing costs.
- E. The Village's financial consultant has prepared an Installment Payment Schedule, attached as Attachment A.

RESOLUTION

Therefore, the Village Board of the Village of Belleville, Dane and Green Counties, Wisconsin, do resolve as follows:

1. The cost of the Project shall be assessed to the Baker's Woods TID Arca in the amount of \$1,485,239.59.
2. The assessment represents an exercise of the police power and has been determined on a reasonable basis and is hereby confirmed.
3. Assessments shall be deferred and may be paid in installments in accordance with the schedules set forth in Appendix E to the Engineer's Final Report. The deferral and installment schedule for the Baker's Woods TID Property is shown on the page in Appendix E entitled "Special Assessments for TID Costs, which shows that the first installment payment is due in 2012.
4. The Installment Payment Schedule is adopted and approved. Assessments may be paid in installments in accordance with the Installment Payment Schedule.
5. Pursuant to the TID Agreement, special assessment installment payments shall be reduced: (a) to the extent that Baker's Woods Tax Increment is allocated for that purpose pursuant to section B.3 of the TID Agreement, and (b) to the extent that specials assessments levied against the Baker's Woods TID Property are otherwise paid pursuant to sections C.3, C.4 or C .5 of the TID Agreement.
6. In the event any special assessment installment payments, as reduced pursuant to section 5 of this Resolution, are not paid by the dates set forth in the attached Installment Payment Schedule, such unpaid installment payments shall be extended upon the tax roll.
7. All actions heretofore or hereafter taken for the purpose of carrying this resolution into effect are hereby ratified and confirmed.
8. The Village Clerk shall publish this resolution as a class 1 notice, and shall mail a copy of this resolution to every interested person whose post office address is known, or can be ascertained with reasonable diligence.

This resolution was duly adopted by motion at a meeting held on September 6, 2011.

APPROVED

BY: _____
Howard Ward, Village President

ATTEST:

BY: _____
April Little, Village Clerk

ATTACHMENT A
INSTALLMENT PAYMENT SCHEDULE

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

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Scheduled BAB Rebate	Total Assessment*
2009	or 2010**				
2010	or 2011**				
2011	or 2012	\$0.00	\$58,621.86	(\$20,517.65)	\$38,104.21
2012	or 2013	\$0.00	\$58,621.86	(\$20,517.65)	\$38,104.21
2013	or 2014	\$0.00	\$58,621.86	(\$20,517.65)	\$38,104.21
2014	or 2015	\$0.00	\$58,621.86	(\$20,517.65)	\$38,104.21
2015	or 2016	\$42,805.30	\$58,621.86	(\$20,517.65)	\$80,909.51
2016	or 2017	\$64,207.95	\$56,695.62	(\$19,843.47)	\$101,060.10
2017	or 2018	\$64,207.95	\$53,645.74	(\$18,776.01)	\$99,077.69
2018	or 2019	\$64,207.95	\$50,435.34	(\$17,652.37)	\$96,990.93
2019	or 2020	\$70,628.75	\$47,064.43	(\$16,477.55)	\$101,220.62
2020	or 2021	\$74,909.28	\$43,179.85	(\$15,142.94)	\$102,976.18
2021	or 2022	\$74,909.28	\$38,910.02	(\$13,618.51)	\$100,200.79
2022	or 2023	\$74,909.28	\$34,565.28	(\$12,097.85)	\$97,376.71
2023	or 2024	\$74,909.28	\$30,145.63	(\$10,550.97)	\$94,503.94
2024	or 2025	\$74,909.28	\$25,651.08	(\$8,977.87)	\$91,582.48
2025	or 2026	\$74,909.28	\$21,081.61	(\$7,378.96)	\$88,612.32
2026	or 2027	\$85,610.60	\$16,437.24	(\$5,752.03)	\$96,294.80
2027	or 2028	\$85,610.60	\$11,043.77	(\$4,065.32)	\$92,789.05
2028	or 2029	\$85,610.60	\$5,564.69	(\$2,347.64)	\$89,227.65
Totals		\$1,012,345.35	\$727,529.58	(\$284,635.85)	\$1,485,239.59

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

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

Parcel Number 0508-334-8760

Payment Due 11/10		Assessment Levy Collection Due by 1/31	Total
2009	or	2010**	
2010	or	2011**	
2011	or	2012	\$38,104.21
2012	or	2013	\$38,104.21
2013	or	2014	\$38,104.21
2014	or	2015	\$38,104.21
2015	or	2016	\$80,909.51
2016	or	2017	\$101,060.10
2017	or	2018	\$99,077.68
2018	or	2019	\$96,990.92
2019	or	2020	\$101,220.62
2020	or	2021	\$102,976.18
2021	or	2022	\$100,200.79
2022	or	2023	\$97,376.71
2023	or	2024	\$94,503.94
2024	or	2025	\$91,582.47
2025	or	2026	\$88,612.32
2026	or	2027	\$96,294.80
2027	or	2028	\$92,789.05
2028	or	2029	\$89,227.65
Totals			1,485,239.57

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

VILLAGE OF BELLEVILLE

RESOLUTION NO. 2011-09-04

*West Side Neighborhood Sewer Interceptor and Related Improvements
(Baker's Woods – Non TID Property)*

AMENDED FINAL RESOLUTION LEVYING SPECIAL
ASSESSMENT AGAINST BENEFITED PROPERTY

RECITALS

- A. On September 20, 2010, the Village Board of the Village of Belleville adopted Resolution 2010-09-06(B), levying special assessments against the following Parcels described in Attachment A, and referred to herein as the Baker's Woods Non TID Property:

Baker's Woods Non TID Property described in Attachment A:

Parcel No. 0508-331-8681-1
Parcel No. 0508-332-8341-1
Parcel No. 0508-332-9501-1
Parcel No. 0508-332-9841-1
Parcel No. 0508-331-9002-1
Parcel No. 0508-333-8022-1
Parcel No. 0508-333-8002-1
Parcel No. 0508-334-8620-1

The purpose of the special assessment is to pay for the installation of a sanitary sewer interceptor and other public improvements to serve the Baker's Woods Non TID Area (the "Project").

- B. On September 6, 2011, following notice published and mailed pursuant to law, the Village Board conducted a public hearing on an installment payment schedule for payment of the special assessments.
- C. The Owners of the Baker's Woods Non TID Property executed an agreement (the "TID Agreement") affirming that the Project benefits the Baker's Woods Non TID Property, consenting to the levying of special assessments for the cost of the Project, and waiving all special assessment notice and hearing requirements.

- D. The Village's financial consultant has prepared an Installment Payment Schedule, attached as Attachment B.

RESOLUTION

Therefore, the Village Board of the Village of Belleville, Dane and Green Counties, Wisconsin, do resolve as follows:

1. The special assessments levied in Resolution 2010-09-06(A) are hereby ratified and confirmed, as follows:

Parcel No. 0508-331-8681-1 \$63,103.94
Parcel No. 0508-332-8341-1 \$49,581.66
Parcel No. 0508-332-9501-1 \$116,652.13
Parcel No. 0508-332-9841-1 \$26,503.65
Parcel No. 0508-331-9002-1 \$324,534.53
Parcel No. 0508-333-8022-1 \$112,505.30
Parcel No. 0508-333-8002-1 \$40,566.82
Parcel No. 0508-334-8620-1 \$31,551.97

2. The assessment represents an exercise of the police power and has been determined on a reasonable basis.
3. The Installment Payment Schedule is adopted and approved. Assessments may be paid in installments in accordance with the Installment Payment Schedule.
4. In the event any special assessment installment payments are not paid by the dates set forth in the attached Installment Payment Schedule, such unpaid installment payments shall be extended upon the tax roll.
5. All actions heretofore or hereafter taken for the purpose of carrying this resolution into effect are hereby ratified and confirmed.
6. The Village Clerk shall publish this resolution as a class 1 notice, and shall mail a copy of this resolution to every interested person whose post office address is known, or can be ascertained with reasonable diligence.

This resolution was duly adopted by motion at a meeting held on September 6, 2011.

APPROVED

BY: _____
Howard Ward, Village President

ATTEST:

BY: _____
April Little, Village Clerk

ATTACHMENT A

DESCRIPTION OF THE BAKER'S WOODS NON-TID PROPERTY

Part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), Part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) Part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township Five North (T5N), Range Eight East (R8E), Town of Montrose, Dane County, Wisconsin. More particularly described as follows:

Commencing at the Northeast 1/4 Corner of Said Section 33; Thence N89°37'48"W along the North line of the Northeast Quarter (NE 1/4) of said Section 33, 1314.56 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter; Thence S00°43'00"W along the west line of the said Northeast Quarter, 849.11 feet to the point of beginning; Thence continuing along said west line, S00°43'00"E, 1380.99 feet; Thence N89°41'06"W, 458.59 feet; Thence N00°01'48"E, 5.00 feet; N89°41'06"W, 852.22 feet; Thence S00°34'12"W, 193.79 feet; Thence S25°01'06"E, 311.62 feet; Thence S55°25'46"E, 247.93 feet; Thence S00°05'46"W, 560.71 feet; S89°44'30"E, 58.09 feet; Thence S00°07'24"W, 343.19 feet; Thence N26°22'05"W, 183.57 feet; Thence N89°41'28"W, 639.59 feet; Thence N00°18'27"E, 2877.24 feet to a meander point; Thence along said meander line, N81°19'39"E, 191.77 feet; Thence continuing along said meander, S67°10'53"E, 287.82 feet; Thence continuing along said meander, N80°36'22"E, 451.86 feet; Thence continuing along said meander, S63°45'50"E, 382.98 feet; Thence continuing along said meander, N82°37'36"E, 355.48 feet; Thence continuing along said meander, S83°13'00"E, 204.15 feet to the point of beginning.

Parcel within the limits of the meander line contains 3,602,246.82 Square Feet or 82.696 Acres. Parcel including lands north of the meander line contains 3,759,231.90 Square Feet or 86.300 Acres.

ATTACHMENT B
INSTALLMENT PAYMENT SCHEDULE

Bakers Wood Non-TID Costs
Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011	or 2012*	\$0.00	\$38,250.00	\$38,250.00
2012	or 2013*	\$0.00	\$38,250.00	\$38,250.00
2013	or 2014	\$75,000.00	\$38,250.00	\$113,250.00
2014	or 2015	\$75,000.00	\$34,500.00	\$109,500.00
2015	or 2016	\$75,000.00	\$30,750.00	\$105,750.00
2016	or 2017	\$75,000.00	\$27,000.00	\$102,000.00
2017	or 2018	\$75,000.00	\$23,250.00	\$98,250.00
2018	or 2019	\$75,000.00	\$19,500.00	\$94,500.00
2019	or 2020	\$75,000.00	\$15,750.00	\$90,750.00
2020	or 2021	\$80,000.00	\$12,000.00	\$92,000.00
2021	or 2022	\$80,000.00	\$8,000.00	\$88,000.00
2022	or 2023	\$80,000.00	\$4,000.00	\$84,000.00
Totals		\$765,000.00	\$289,500.00	\$1,054,500.00

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.

** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Woods Non-TID

Parcel Number	Assessment Resolution 2010-09-06(B)	% of total
0508-331-8681-1	63,103.94	8.25%
0508-332-8341-1	49,581.66	6.48%
0508-332-9501-1	116,652.13	15.25%
0508-332-9841-1	26,503.65	3.46%
0508-331-9002-1	324,534.53	42.42%
0508-333-8022-1	112,505.30	14.71%
0508-333-8002-1	40,566.82	5.30%
0508-334-8620-1	31,551.97	4.12%
	<hr/>	
	765,000.00	100.00%

Bakers Wood Non-TID Costs

Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds

Parcel Number 0508-331-8681-1

8.25%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	3,155.20	3,155.20
2012 or	2013*	-	3,155.20	3,155.20
2013 or		2014 6,186.66	3,155.20	9,341.86
2014 or		2015 6,186.66	2,845.86	9,032.52
2015 or		2016 6,186.66	2,536.53	8,723.19
2016 or		2017 6,186.66	2,227.20	8,413.86
2017 or		2018 6,186.66	1,917.86	8,104.53
2018 or		2019 6,186.66	1,608.53	7,795.19
2019 or		2020 6,186.66	1,299.20	7,485.86
2020 or		2021 6,599.10	989.87	7,588.97
2021 or		2022 6,599.10	659.91	7,259.02
2022 or		2023 6,599.10	329.96	6,929.06
Totals		63,103.94	23,880.51	86,984.45

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.

** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs

Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds

Parcel Number 0508-332-8341-1

6.48%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	2,479.08	2,479.08
2012 or	2013*	-	2,479.08	2,479.08
2013 or		2014 4,860.95	2,479.08	7,340.03
2014 or		2015 4,860.95	2,236.04	7,096.98
2015 or		2016 4,860.95	1,992.99	6,853.94
2016 or		2017 4,860.95	1,749.94	6,610.89
2017 or		2018 4,860.95	1,506.89	6,367.84
2018 or		2019 4,860.95	1,263.85	6,124.79
2019 or		2020 4,860.95	1,020.80	5,881.75
2020 or		2021 5,185.01	777.75	5,962.76
2021 or		2022 5,185.01	518.50	5,703.51
2022 or		2023 5,185.01	259.25	5,444.26
Totals		49,581.66	18,763.26	68,344.92

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.

** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs

Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds

Parcel Number 0508-332-9501-1

15.25%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	5,832.61	5,832.61
2012 or	2013*	-	5,832.61	5,832.61
2013 or		2014 11,436.48	5,832.61	17,269.09
2014 or		2015 11,436.48	5,260.78	16,697.27
2015 or		2016 11,436.48	4,688.96	16,125.44
2016 or		2017 11,436.48	4,117.13	15,553.62
2017 or		2018 11,436.48	3,545.31	14,981.79
2018 or		2019 11,436.48	2,973.49	14,409.97
2019 or		2020 11,436.48	2,401.66	13,838.14
2020 or		2021 12,198.92	1,829.84	14,028.75
2021 or		2022 12,198.92	1,219.89	13,418.81
2022 or		2023 12,198.92	609.95	12,808.86
Totals		116,652.13	44,144.83	160,796.96

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.

** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs

Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds

Parcel Number 0508-332-9841-1

3.46%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	1,325.18	1,325.18
2012 or	2013*	-	1,325.18	1,325.18
2013 or		2014 2,598.40	1,325.18	3,923.58
2014 or		2015 2,598.40	1,195.26	3,793.66
2015 or		2016 2,598.40	1,065.34	3,663.74
2016 or		2017 2,598.40	935.42	3,533.82
2017 or		2018 2,598.40	805.50	3,403.90
2018 or		2019 2,598.40	675.58	3,273.98
2019 or		2020 2,598.40	545.66	3,144.06
2020 or		2021 2,771.62	415.74	3,187.37
2021 or		2022 2,771.62	277.16	3,048.79
2022 or		2023 2,771.62	138.58	2,910.20
Totals		26,503.65	10,029.81	36,533.46

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.

** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs

Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds

Parcel Number 0508-331-9002-1

42.42%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	16,226.73	16,226.73
2012 or	2013*	-	16,226.73	16,226.73
2013 or		2014 31,817.11	16,226.73	48,043.84
2014 or		2015 31,817.11	14,635.87	46,452.98
2015 or		2016 31,817.11	13,045.02	44,862.13
2016 or		2017 31,817.11	11,454.16	43,271.27
2017 or		2018 31,817.11	9,863.30	41,680.42
2018 or		2019 31,817.11	8,272.45	40,089.56
2019 or		2020 31,817.11	6,681.59	38,498.70
2020 or		2021 33,938.25	5,090.74	39,028.99
2021 or		2022 33,938.25	3,393.83	37,332.08
2022 or		2023 33,938.25	1,696.91	35,635.16
Totals		324,534.53	122,814.05	447,348.58

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.

** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs
 Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds
 Parcel Number 0508-333-8002-1
 14.71%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	5,625.27	5,625.27
2012 or	2013*	-	5,625.27	5,625.27
2013 or		2014 11,029.93	5,625.27	16,655.20
2014 or		2015 11,029.93	5,073.77	16,103.70
2015 or		2016 11,029.93	4,522.27	15,552.20
2016 or		2017 11,029.93	3,970.78	15,000.71
2017 or		2018 11,029.93	3,419.28	14,449.21
2018 or		2019 11,029.93	2,867.78	13,897.71
2019 or		2020 11,029.93	2,316.29	13,346.22
2020 or		2021 11,765.26	1,764.79	13,530.05
2021 or		2022 11,765.26	1,176.53	12,941.79
2022 or		2023 11,765.26	588.26	12,353.52
Totals		112,505.30	42,575.54	155,080.84

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.
 ** Estimate for planning purposes. Par amount of bonds and interest payment
 subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs
 Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds
 Parcel Number 0508-333-8002-1
 5.30%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	2,028.34	2,028.34
2012 or	2013*	-	2,028.34	2,028.34
2013 or		2014	3,977.14	6,005.48
2014 or		2015	3,977.14	5,806.62
2015 or		2016	3,977.14	5,607.77
2016 or		2017	3,977.14	5,408.91
2017 or		2018	3,977.14	5,210.05
2018 or		2019	3,977.14	5,011.20
2019 or		2020	3,977.14	4,812.34
2020 or		2021	4,242.28	4,878.62
2021 or		2022	4,242.28	4,666.51
2022 or		2023	4,242.28	4,454.40
Totals		40,566.82	15,351.76	55,918.58

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.
 ** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

Bakers Wood Non-TID Costs
 Anticipated to be Financed by 11/1/2011 \$760,000 Special Assessment B Bonds
 Parcel Number 0508-334-8620-1 4.12%

Payment Due 11/10	Assessment Levy Collection Due by 1/31	Annual Assessment Installment	Scheduled Assessment Interest	Total Assessment
2011 or	2012*	-	1,577.60	1,577.60
2012 or	2013*	-	1,577.60	1,577.60
2013 or		2014 3,093.33	1,577.60	4,670.93
2014 or		2015 3,093.33	1,422.93	4,516.26
2015 or		2016 3,093.33	1,268.27	4,361.60
2016 or		2017 3,093.33	1,113.60	4,206.93
2017 or		2018 3,093.33	958.93	4,052.26
2018 or		2019 3,093.33	804.27	3,897.60
2019 or		2020 3,093.33	649.60	3,742.93
2020 or		2021 3,299.55	494.93	3,794.49
2021 or		2022 3,299.55	329.96	3,629.51
2022 or		2023 3,299.55	164.98	3,464.53
Totals		31,551.97	11,940.26	43,492.23

* 2012 and 2013 Scheduled Assessment Interest is Capitalized.
 ** Estimate for planning purposes. Par amount of bonds and interest payment subject to change based on actual bond sale results.

MINUTES OF SPECIAL VILLAGE OF BELLEVILLE BOARD MEETING
HELD MONDAY, AUGUST 15, 2011 AT
7:00 P.M. VILLAGE HALL - 24 WEST MAIN STREET

Note: The Village Board met at the Belleville UW-Clinic at 21 S. Vine Street for a facility tour at approximately 6:15 PM. No policy actions were taken during the tour.

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, Jim Schmitz, Gary Ziegler, Deb Kazmar and Bonnie Wilcox

Visitors: Jean Tretow, Lance Williston, Dave Eustice, Michael Parkin, Herb Blaser, Terry Kringle, Rick Francois, Brad Peterson of Belleville Recorder, and Village Attorney Matt Dregne
3. The Clerk stated that the meeting has been noticed as required by law.
4. Visitors Who Would Like to Speak Now - None
5. Visitors Who Would Like to Speak On an Agenda Item - None
6. **Consent Agenda: Trustee Ziegler made a motion to approve the consent agenda (as follows); seconded by Trustee Kazmar. Motion carried.**
 - a. Approval of Minutes (August 1, 2011)
 - b. Approval of Bills for August 2011 To Date
 - c. Approval of July 2011 Treasurer's Report
7. Committee Reports – No discussion.
8. **President's Report** – President Ward: he would like to see discussion 10-15 minutes or less; committees should make recommendations on agenda items as pertinent.
9. **Administrator/Clerk/Treasurer's Report** – Little is gone all next week. Ordinance book has been distributed for review. Let us know of any switches of who will be reviewing chapters or questions. A lake monitoring and monitoring equipment grant for \$3502.50 has been awarded by DNR. Volunteer time provides the match.
10. **Unfinished Business:**
 - a. **Lake Restoration / West Lake Dredging Projects Update** – Community Park is seeded and asphalt was installed. September bidding is expected for the river

dredging.

- b. **Liaise Committee Update** – Terry Kringle would like to have authorization from the Village Board on what projects to address, and to make official contacts. They would like to collect and organize information. Anything that could come from the committee should be a recommendation to Village Board. He clarified that is all public interests, and all committees have more than enough work. This committee is to assist other committees. No objections were heard by board.
- c. **First Amendment to Agreement to Undertake Development in Tax Increment District No. 3 (Bell West Development – West Side Neighborhood)** – Matt Dregne gave an overview of how the TIF functions. This amendment would clarify that appraisals done by a mutually acceptable appraiser would be acceptable for determining value. The Village would review and need to accept the appraised value and determine whether it is sufficient to release a lien on a given lot. Amounts due would then be reallocated to the other lots. The lien would be released without direct payment.

The developers also requested that they be allowed to escrow an amount for any shortfall to bring it up to the requirement that the fair market value of the remaining property in the Bell West TID be more than 1½ times the amount of total unpaid special assessments levied against parcels to be released and all other parcels there. They also asked that any tax increment dollars be used to reimburse these expenses. In the original agreement regarding allocation of TIF increment money: first obligation is special assessment installment payments; then Village administration expenses, then developer administration costs defined as those reimbursed to Village under a predevelopment agreement. Fourth in line is municipal revenue obligations after funds are available (“developer incentives”). This would be fifth in line. The board directed Dregne to revise the agreement to allow these payments to be fifth in line and it will be brought back in September.
- d. **Major Elevator Repair at Belleville Library** – Dane County CDBG may allow the Village to switch some grant monies with another currently approved project (which includes library bathrooms and front door replacement). Elevator repair was proposed earlier as a fourth phase application. Worst-case scenario, this could delay the library bathroom rebuild to 2013 or another comparable, approved second phase project. President Ward said his contact thought the estimate was high and recommended bidding. He asked Otis to break it down into parts and labor. There are no funds available right now to pay for this project. Public Works will look at funding at their meeting.
- e. **Stormwater Utilities Update** – If all goes well with entering new accounts, September 8 is the cutoff to upload and activate all accounts. Charges would then be added on September’s mailed bills.
- f. **Future Use of UW Clinic Building at 21 S. Vine Street / Appraisal** – President Ward said next step is to ask for an offer and possibly counter offer. Little said that an

option to purchase was set up 20 years ago on the property that must be considered.

11. New Business:

- a. **Consideration of a Revised Cost Recovery Agreement with Bell West –**
[Discussed with item 10c] An earlier draft of this agreement was approved. However, after Village Board approval, Bell West's attorney requested some changes to the agreement. Dregne said this agreement would allow for Village reimbursement of costs for the lien release and reallocation process. Under section 2, the developer would need to make a deposit to secure payment. Their attorney asked to reconsider this, as the Village could simply refuse to release the lien if the developer does not make their payments. Other changes requested include expanding the number of lots in Bell West to which the agreement applied. A similar approach could be used for Baker's Woods in the future.

Trustee Ziegler made a motion to approve the Cost Recovery Agreement as modified to delete section 2, and insert into the TIF amendment that costs must be reimbursed to Village before a lien is released; seconded by Trustee O'Brien. Motion carried with Trustee Wilcox abstaining.

- b. **Discussion of Resolutions to Amend Installment Payments Schedules for Bell West and Baker's Woods Developments (TIF 3 and Non-TIF) –** The purpose of the resolutions is to make some small adjustments to follow actual costs. When the Village levied the special assessments, they allowed payment over time. But the schedule did not specify the due date, and it was not broken down on a lot by lot basis. The resolutions would correct this.
- c. **Proposed Ordinance 2011-08-01: An Ordinance to Amend Sections of 2-1-5, Wards and Polling Places of the Municipal Code of the Village of Belleville to Adopt Ward Plan and to Combine Municipal Wards for Voting Purposes –** Little said the ordinance was necessitated by the 2010 Census and redistricting. Five wards will be reduced back to three, each with less than 1000 population. The ward for Green County (#3) was approved previously. *Trustee Ziegler made a motion to approve Ordinance 2011-08-01; seconded by Trustee Kazmar. Motion carried.*

12. ADJOURN TO CLOSED SESSION for Discussion with Village attorney of options for working with the Baker's Woods developers to address unpaid fees per 19.85(1)(g) and 19.85(1)(e) – *Trustee Kazmar made a motion to go into closed session; seconded by Trustee Kattre. Motion passed unanimously on a roll call vote.*

13. RECONVENE TO OPEN SESSION for possible action on items discussed in closed session – *Trustee Kazmar made a motion to go into open session; seconded by Trustee Ziegler. Motion carried.*

14. OTHER BUSINESS

- a. Announcements - Offices are closed Monday, September 5 for Labor Day.

b. Future meeting dates were noted.

c. Questions / Referral – Public question about Public Works staff moving picnic tables for Community Picnic. It was noted that the event provides a direct benefit for the Village, parks could be torn up by non-Village movers, and breakage and liability are also concerns. President Ward gave the go ahead for Village crews to move tables.

15. **Adjournment** – *Trustee Kazmar made a motion to adjourn; seconded by Trustee Schmitz. Motion passed unanimously. The meeting was adjourned by President Ward at 9:14 PM.*

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

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
V433	8/09/2011	BEIERSDORF, VICTORIA L.	1,067.25
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V434	8/09/2011	EICHELKRAUT, WILLIAM B.	1,224.58
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V435	8/09/2011	FREEMAN, DEBRA	531.46
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V436	8/09/2011	HENDRICKSON, DARLENE M.	871.71
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V437	8/09/2011	HILLEBRAND, ROGER J.	1,406.63
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V438	8/09/2011	LEHMANN, BRONNA B.	489.93
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V439	8/09/2011	LIEN, TRACY	269.11
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V440	8/09/2011	LITTLE, APRIL A. W.	1,662.39
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V441	8/09/2011	MARTIN, JEREMY A	1,029.95
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
V442	8/09/2011	SKOGEN, ROBERT M.	426.12
	Manual Check	Pay period 07/01/2011 to 08/07/2011	
V443	8/23/2011	BEIERSDORF, VICTORIA L.	1,070.48
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V444	8/23/2011	EICHELKRAUT, WILLIAM B.	1,662.86
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V445	8/23/2011	FREEMAN, DEBRA	531.46
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V446	8/23/2011	HENDRICKSON, DARLENE M.	871.69
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V447	8/23/2011	HILLEBRAND, ROGER J.	1,406.63
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V448	8/23/2011	LEHMANN, BRONNA B.	506.06
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V449	8/23/2011	LIEN, TRACY	380.28
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V450	8/23/2011	LITTLE, APRIL A. W.	1,662.39
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
V451	8/23/2011	MARTIN, JEREMY A	1,065.27
	Manual Check	Pay period 08/08/2011 to 08/21/2011	

GENERAL FUND CHECKING ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
V452	8/23/2011	MUELLER, KRISTIE A	265.09
	Manual Check	Pay period 05/16/2011 to 08/21/2011	
V453	8/23/2011	SKOGEN, ROBERT M.	133.21
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14702	8/09/2011	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
14703	8/09/2011	AUSTIN, MARY H.	836.32
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14704	8/09/2011	BIGLER, JULIE L.	209.19
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14705	8/09/2011	BUTTS, JERRY D.	1,309.23
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14706	8/09/2011	CHRISTENSEN, JEAN M.	1,026.15
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14707	8/09/2011	DIEDERICH, FREDERICK H.	970.49
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14708	8/09/2011	FURMAN, RACHEL M.	1,572.75
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14709	8/09/2011	HELLER, MOLLY K	324.67
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14710	8/09/2011	HULTINE, MOLLY M.	1,425.87
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14711	8/09/2011	JOSEPH, MICHELE M.	344.39
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14712	8/09/2011	O'CONNOR, THOMAS P.	1,207.59
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14713	8/09/2011	PAULI, DAVID J.	1,114.08
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14714	8/09/2011	PELTON, TERESA A.	567.82
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14715	8/09/2011	SOLBERG, SHEREE	76.36
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14716	8/09/2011	YOUNG, TERESA M	310.65
	Manual Check	Pay period 07/25/2011 to 08/07/2011	
14717	8/23/2011	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
14718	8/23/2011	AUSTIN, MARY H.	836.32
	Manual Check	Pay period 08/08/2011 to 08/21/2011	

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
 Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
14719	8/23/2011	BIGLER, JULIE L.	209.18
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14720	8/23/2011	BUTTS, JERRY D.	1,309.23
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14721	8/23/2011	CHRISTENSEN, JEAN M.	1,026.15
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14722	8/23/2011	DIEDERICH, FREDERICK H.	1,204.84
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14723	8/23/2011	FURMAN, RACHEL M.	1,217.12
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14724	8/23/2011	HELLER, MOLLY K	247.57
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14725	8/23/2011	HULTINE, MOLLY M.	1,558.18
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14726	8/23/2011	JOSEPH, MICHELE M.	336.22
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14727	8/23/2011	MANKOWSKI, JAMES B.	650.00
	Manual Check	Pay period 07/25/2011 to 08/21/2011	
14728	8/23/2011	O'CONNOR, THOMAS P.	1,268.77
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14729	8/23/2011	PACE, JACK	133.21
	Manual Check	Pay period 07/11/2011 to 08/21/2011	
14730	8/23/2011	PAULI, DAVID J.	1,052.16
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14731	8/23/2011	PELTON, TERESA A.	700.96
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14732	8/23/2011	SOLBERG, SHEREE	69.05
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
14733	8/23/2011	YOUNG, TERESA M	314.17
	Manual Check	Pay period 08/08/2011 to 08/21/2011	
17442	8/09/2011	THE PENWORTHY COMPANY	-655.53
	Manual Check	VOID CHECK PER JC	
17508	8/09/2011	*** Test Check ***	0.00
	Test Check	*** VOID *** VOID *** VOID *** VOID ***	
17509	8/09/2011	ALLIANT ENERGY	23,635.80
		PREMISE # 687707	
17510	8/09/2011	ALLIANT ENERGY/WP&L (4)	2,203.42
		ACCT # 167309-010	

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17511	8/09/2011	BAKER & TAYLOR INV # 2026064710	1,120.11
17512	8/09/2011	BELLEVILLE MUNICIPAL WATER DEPT ACCT # 049-0105-00	516.39
17513	8/09/2011	BELLEVILLE MUNICIPAL WATER DEPT (2)	113.20
17514	8/09/2011	BELLEVILLE PRINTING COMPANY, INC. INV # 28375 BUSINESS CARDS-EICHELKRAUT	10.00
17515	8/09/2011	BUCKY'S PORTABLE TOILETS, INC. INV # 33249 COMM PK THRU 08-25-11	170.00
17516	8/09/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015586	107.75
17517	8/09/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0001982	269.76
17518	8/09/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015420	283.81
17519	8/09/2011	CINTAS CORPORATION ACCT # 446-32222	242.48
17520	8/09/2011	CITGO FLEET # 131801342	1,034.11
17521	8/09/2011	CITGO (2) FLEET # 132004243	1,290.02
17522	8/09/2011	CITGO TOWNMART CRAIG THOMPSON - NSF CHECK	25.00
17523	8/09/2011	CITY TREASURER INV # 28776 COMM SERV 2ND QTR 2011	57.04
17524	8/09/2011	CLARENCE JEWETT REFUND OF CITATION OVERPAYMENT	50.40
17525	8/09/2011	DANE COUNTY TREASURER JULY REPORT	120.00
17526	8/09/2011	DELUXE DISTRIBUTORS INV # 3451 INSECT SPRAY	132.11
17527	8/09/2011	DEPARTMENT OF JUSTICE 2011 AG'S SUMMIT REGISTRATION FEE	200.00
17528	8/09/2011	FIRST SUPPLY LLC - MADISON CUSTOMER # 5004848	510.00
17529	8/09/2011	FRONTIER (2) 608-424-3545	213.80

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17530	8/09/2011	GORDON FLESCH CO., INC. INV # 1BD936	117.74
17531	8/09/2011	GREEN COUNTY HIGHWAY COMMISSION PROJECT 2822 CRACK SEAL	13,716.44
17532	8/09/2011	HAROLD'S EXCAVATING CO. HWY. CC PROJECT	1,819.29
17533	8/09/2011	JEREMY MARTIN SHOE REIMBURSEMENT	163.53
17534	8/09/2011	L.W. ALLEN, INC. INV 090705 UNPLUG PUMP GR VIEW LIFT STA.	3,037.48
17535	8/09/2011	LEGLER CONCRETE LLC INV # 265 REPLACE SIDEWALK ON BOWLAVARD	350.00
17536	8/09/2011	LOVE OF QUILTING SUBSCRIPTION - 2 YEAR	32.97
17537	8/09/2011	MOLLY HULTINE REIMBURSE - UNIFORM ALLOWANCE	41.09
17538	8/09/2011	MSA PROFESSIONAL SERVICES, INC. R00372008.0 FWSSI CRS PROJ A VIL COSTS	30,095.71
17539	8/09/2011	NEWS PUBLISHING COMPANY, INC. AGENDAS, MINUTES, BOA, ORD	790.49
17540	8/09/2011	NORTH SHORE BANK,FSB JULY 11TH PAYROLL	280.00
17541	8/09/2011	NORTH SHORE BANK,FSB AUGUST 8TH PAYROLL	280.00
17542	8/09/2011	NORTHERN LAKE SERVICE, INC. INV # 201696	166.80
17543	8/09/2011	PURCHASE POWER ACCT # 8000-9090-0547-6721	22.83
17544	8/09/2011	PURE WATERS, LLC INV # 84349	31.00
17545	8/09/2011	QUILL CORP ACCT # C437160	26.99
17546	8/09/2011	ROBERT FLANAGAN FOOD PANTRY SUPPLIES - FAMILY DOLLAR	86.68
17547	8/09/2011	SOAP OPERA DIGEST 52 ISSUES	39.97
17548	8/09/2011	SOUTH CENTRAL LIBRARY SYSTEM INV# 11-382 ANNUAL WIRELESS CHARGE	85.00

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17549	8/09/2011	STATE OF WISCONSIN JULY REPORT	369.40
17550	8/09/2011	SUGAR RIVER BANK BUTTS	200.00
17551	8/09/2011	THE MINNESOTA LIFE INSURANCE COMPANY SEPTEMBER 2011 PREMIUM	526.41
17552	8/09/2011	UNIQUE HEATING & AIR CONDITIONING INV # 4365 LIBRARY A/C	102.00
17553	8/09/2011	WASTE MANAGEMENT OF WI-MN AUGUST CHARGES	12,871.00
17554	8/09/2011	WEAVER AUTO PARTS - NEW GLARUS ACCOUNT # 90444	4.70
17555	8/09/2011	WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC AUGUST DUES # 243	151.00
17556	8/09/2011	WJZ CLEANING, LLC INV # 5572 JULY CLEANINGS	440.00
17557	8/09/2011	WJZ CLEANING, LLC (2) INV # 5573 JULY CLEANINGS	250.00
17558	8/19/2011	JOANNE HANNA REIMBURSE FOR SCHOOL SUPPLIES	333.65
17559	8/19/2011	MARIE VENDEN REIMBURSE FOR SCHOOL SUPPLIES	990.78
17560	8/23/2011	*** Test Check *** Test Check *** VOID *** VOID *** VOID *** VOID ***	0.00
17561	8/23/2011	ALLIANT ENERGY/WP&L (4) ACCT # 171516-011	11.79
17562	8/23/2011	BELLEVILLE AREA EMS EMS FUNDING ASSISTANCE PROGRAM SFY2012	4,541.07
17563	8/23/2011	BELLEVILLE ELEMENTARY SCHOOL WEEKLY READERS-4 STUDENTS	20.00
17564	8/23/2011	BELLEVILLE INTERMEDIATE SCHOOL WEEKLY READER-23 STUDENTS	115.00
17565	8/23/2011	BELLEVILLE PRINTING COMPANY, INC. INV # 28433 ENVELOPES	76.92
17566	8/23/2011	BUOL BUILDERS, LLC GAZEBO CONSTRUCTION/PAINTING	30,484.47
17567	8/23/2011	BURRESON'S FOODS ACCT # 047900500101	697.30

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17568	8/23/2011	BURRESON'S FOODS (2) ACCT # 047900500038 (LIBRARY ACCT)	311.74
17569	8/23/2011	CATE MACHINE AND WELDING, INC. INV # 33129 SHOP	26.95
17570	8/23/2011	CATHOLIC CHARITIES CATHOLIC CHARITIES AGING CONFERENCE	65.00
17571	8/23/2011	CHARTER COMMUNICATIONS ACCT # 8245 11 719 0015388	85.59
17572	8/23/2011	CHIEF ACCT # 229261	1,064.63
17573	8/23/2011	CHRISTEN BROTHERS SERVICE INV # 65133 INSTALL MOWER TIRES	226.37
17574	8/23/2011	DANE COUNTY LIBRARY SERVICE INV # 100789BLV	36.00
17575	8/23/2011	EVERYDAY FOOD 20 ISSUES	25.00
17576	8/23/2011	FRANCOIS SALES & SERVICE, INC. SQUAD MAINTENANCE	165.30
17577	8/23/2011	GORDON FLESCH COMPANY, INC. INV # 1BT028 BASE CHARGE/COPIES/SHIPPING	135.31
17578	8/23/2011	GRAINGER ACCT # 837616846	773.50
17579	8/23/2011	GREEN COUNTY SOLID WASTE JULY	219.31
17580	8/23/2011	HARDER CORP CUSTOMER # 0202987	75.27
17581	8/23/2011	HAWKINS, INC. INV # 3253541 CHEMICALS	555.01
17582	8/23/2011	J.P. COOKE COMPANY INV # 135311 CAT LICENSE TAGS	42.51
17583	8/23/2011	JEAN CHRISTENSEN AUG 18TH SCLS MTG IN SUN PRAIRIE	30.60
17584	8/23/2011	L.W. ALLEN, INC. INV 090961 PUMP REPAIR - PARTS	3,764.42
17585	8/23/2011	LANTECH SERVICES, LLC INV # 61432	680.00
17586	8/23/2011	LEONE E. KAYLOR "LIFE BEFORE EIGHTY" BOOK	21.00

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17587	8/23/2011	MARIS ASSOCIATES INV # 0174	157.98
17588	8/23/2011	MCGUIRE INC PAYMENT #1	210,588.46
17589	8/23/2011	MERITER HOSPITAL INC. PAT. CONTROL # 826195000 CHAPMAN	30.00
17590	8/23/2011	MONTGOMERY ASSOCIATES -RESOURCE SOLUTIONS LLC INV # 3535 WEST LAKE DREDGING	13,345.94
17591	8/23/2011	NORTH SHORE BANK,FSB AUGUST 22ND PAYROLL	280.00
17592	8/23/2011	NORTHERN LAKE SERVICE, INC. INV # 202323	166.80
17593	8/23/2011	OTIS ELEVATOR COMPANY CUST # 290412 ELEVATOR REPAIR	730.80
17594	8/23/2011	PROFESSIONAL EQUIPMENT & SUPPLY REC # 9865 BEIERSDORF RESTRAINTS, BELT	53.75
17595	8/23/2011	PURE WATERS, LLC INV # 84605	31.00
17596	8/23/2011	QUILL CORP ACCT # C437160	59.83
17597	8/23/2011	QUILL CORP ACCT # C6052818	263.17
17598	8/23/2011	QUILL CORPORATION ACCT # C264557	491.29
17599	8/23/2011	RDJ SPECIALTIES, INC. CUSTOMER # 53508	69.19
17600	8/23/2011	REEB'S ELECTRIC LLC INV # 0811204 GAZEBO WIRING	838.16
17601	8/23/2011	REINDERS, INC. CUSTOMER # 278854	140.54
17602	8/23/2011	SOUTH CENTRAL LIBRARY SYSTEM INV# 11-321 RECEIPT PRINTERS (3)	635.82
17603	8/23/2011	STAFFORD ROSENBAUM LLP GENERAL MUNICIPAL	8,833.62
17604	8/23/2011	SUGAR RIVER BANK BUTTS	200.00
17605	8/23/2011	THE PENWORTHY COMPANY INV # 506825	218.82

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

Check Nbr	Check Date	Payee	Amount
17606	8/23/2011	TIME BOOKS TIME THE CIVIL WAR	47.90
17607	8/23/2011	TRI-STATE ALUMINUM PRODUCTS CO. INV # 161940 FELT	46.00
17608	8/23/2011	U.S. CELLULAR ACCT # 335032686	33.80
17609	8/23/2011	UNEMPLOYMENT INSURANCE ACCT # 693059-000-0	491.53
17610	8/23/2011	WE ENERGIES ACCT # 4623-106-234	78.38
17611	8/23/2011	WI STATE LABORATORY OF HYGIENE INV # 4958628	20.00
17612	8/23/2011	WISCONSIN LIBRARY SERVICES INV # 34843 MANGO LANGUAGES	3,195.00
17613	8/23/2011	WISCONSIN RURAL WATER ASSOCIATION REGIONAL UTILITY MANAGEMENT TRAINING	85.00
17614	8/23/2011	WISCONSIN RURAL WATER ASSOCIATION INV # 1691	236.25
17615	8/23/2011	WISCONSIN SUPREME COURT 2011 MUNICIPAL COURT CLERK SEMINAR CS	20.00
17616	8/30/2011	ALLIANT ENERGY/WP&L ACCT # 366426-010	4,859.62
17617	8/31/2011	BELLEVILLE POST OFFICE AUGUST USE	269.62
ACHSEPTICI	8/17/2011	ICI DISABILITY INSURANCE Manual Check ACH ICI DISABILITY INS SEPT PREMIUM	629.18
ACHSEPTHEAL	8/17/2011	HEALTH INSURANCE Manual Check ACH HEALTH INS SEPT PREMIUM	18,106.30
ACH AUG DENT	8/01/2011	DENTAL INSURANCE Manual Check ACH DENTAL INS AUGUST PREMIUM	1,467.83
Grand Total			452,007.50

8/31/2011 5:04 PM

Reprint Check Register - Quick Report - ALL

Page: 10
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 8/01/2011 From Account:
Thru: 8/31/2011 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	119,859.43
Total Expenditure from Fund # 500 - CAPITAL PROJECT FUND	14,968.57
Total Expenditure from Fund # 510 - TIF 3 / FAR WEST SIDE DEV	244,563.26
Total Expenditure from Fund # 550 - WASTE MANAGEMENT	13,382.34
Total Expenditure from Fund # 600 - WATER & SEWER	24,478.10
Total Expenditure from Fund # 650 - STORM WATER UTILITY	99.66
Total Expenditure from Fund # 800 - LAKE RESTORATION	13,963.93
Total Expenditure from Fund # 900 - LIBRARY	20,181.59
Total Expenditure from Fund # 950 - CEMETERY FUND	510.62
Total Expenditure from all Funds	452,007.50

Belleville Police Committee Meeting Minutes
August 24th, 2011
Belleville Village Hall
24 West Main Street
Belleville, Wisconsin 53508

Agenda:

Call to Order
Visitors Who Would Like to Speak Now
Visitors Who Would Like to Speak on an Agenda Item
Approval of July 28th, Minutes (First by Bonnie Second by Ben)
Chief's Report

Chief's Report

- 1) The Department won a \$4,000 grant in July from Bureau of Transportation Safety. By September 1st, 2011 we need to tell them what we are purchasing. Looking at a Speed Board Trailer type. We need to purchase by September 30th, 2011 with reimbursement to follow before fiscal year ends. We will take out \$4,000 dollars out of repairs and equipment account and then reimburse it with the grant money.

Old Business

- 1) Discussion and Possible Action on Speed Board. (See above notes). Would like to buy the Speed Board Kustom Signals, INC. (buy 1 more marine battery. It has a 2 year warranty and 21 days to ship) Motion, by Debbie Second by Bonnie: to purchase a speed board from Kustoms Signals with the \$4,000 grant money and the difference coming from Equipment and Repairs Account.

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. Motion to go into close session by Debbie and second by Bonnie. Roll Call Vote was taken. Motion to go into open session by Debbie second by Ben. While in close session we discussed performance evaluation of an employee.

Attending: Bill Eichelkraut, Roger Hillenbrand, Debra Kazmar, Bonnie Wilcox, Ben O'Brien

Motion to adjourn by Debbie and second by Bonnie.

Next Meeting September 7th, 2011

ADJOURNMENT

Debra Kazmar, Committee Chairperson
Belleville Police Department

Regular Meeting of Village of Belleville's
Community Development Authority
Meeting Minutes

Held Tuesday, August 9, 2011

1. **Call to Order / Introductions** – Members present: Tyler Kattre (new Village Trustee), Lance Williston, Rich Hendrickson, April Little, Michael Parkin, Judy Bacha. Visitors present: None. Called to order by Lance Williston at 6:05 PM.
2. **Approval of Minutes.** – Minutes from June meeting not completed yet. No meeting in August.
3. **Introduction/Discussion of Liaise Committee's "Community Development Goals and Actions"**– The "Belle View/Sugar River Beautification Project" outline was presented to the group for comments. This is as presented to the Village Board August 1. Michael asked why the American Legion and Rotary groups not part of Liaise group. Lance did not know and referred him to the Board which set members. Michael felt Parks committee should be added to Item III. It was noted that there is an Eagle Scout project getting started and Item VII may be a good candidate. Howard Ward is leading this. Items I & II may be part of JSD's professional donation. The Safe Routes to Schools grant may be used for Item II.
4. **Introduction/Discussion of In Business magazine article outline**– This outline was created by Liaise Committee and will be presented to business owners to obtain ad's for the article. Article will be written by the magazine. Group thought utilities should be labeled as "competitive" rather than "well below". Group felt we are not the "home" to Badger trail, rather a "trailhead". Michael does not like including the tunnel since it is not in the Village. Michael felt distances to neighboring communities should be listed in miles not time, since time can vary but miles do not.
5. **Strategy B—Redevelop Railroad Corridor:**
 - a. **Create Building & Property Inventory**– Inventory updated and now current. Handout provided.
 - b. **Landmark Project /Negotiations Update**– Meeting was held on June 20 with Landmark and Village (Randy Kyle, Anna Schramke, April, Lance, Howard Ward, and Rick Francois). Landmark is willing to work with Village in re-developing the parcels they own along the Badger Trail. Next step is for the village to bring a plan to them including financing so they can react to it. April presented the group with some grant option handouts. The Transportation Enhancement (TE) and Blight Elimination and Brownfield Redevelopment (BEBR) grants seem to be the best options at this time to assist the Village in this type of project. The Village could craft an offer to Landmark with the contingency of obtaining either of these grants.
6. **Strategy C—Waterfront Development**– JSD Professional Services of Verona has committed \$75,000 worth of services for the Village in this area. Commitment letter provided to group.

7. **Other** – None.

8. **Next Meeting Date** – September 13, 2011.

9. **Adjournment** – Motion by Rich second by Judy. Motion passed. Adjourned at 7:30 pm

By Lance Williston, CDA

Regular Meeting of Village of Belleville's
Community Development Authority
Meeting Minutes

Held Tuesday, June 14, 2011

1. **Call to Order / Introductions** – Members present: Deb Kazmar, Lance Williston, Rich Hendrickson, April Little, Michael Parkin, Tim Young. Visitors present: Rick Francois, Anna Schramke. Called to order by Lance Williston at 6:05 PM.
2. **Approval of Minutes.** – Motion by Deb second by Michael to accept the minutes as presented for May 17, 2011. Motion passed. No corrections required.
3. **Strategy B—Redevelop Railroad Corridor: Create Building & Property Inventory**– Group discussed current inventory with relation to TID #5 Maps. In general group felt it was a good document, with the following comments. Parcel 3-18 should be listed on spreadsheet under Misc grouping. May be helpful to add lot dimensions to table. Was noted that Economic Development has a similar spreadsheet. Contact Judy Bacha to coordinate data.
4. **Other** – Group briefly discussed Riverwalk properties. In order to develop a path in the future, items to consider could be permanent easements and/or obtaining first right of refusal on these properties. April noted that Dane County Parks, Chris James would be interested in helping Village with a path project. MSA workorder on Landmark Environmental review was discussed and group felt this should be not acted upon until after meeting with Landmark later in June.
5. **Next Meeting Date** – July 12, 2011
6. **Adjournment** – Motion by Deb second by Rich. Motion passed. Adjourned at 7:10 pm

By Lance Williston, CDA

LIAISE COMMITTEE MINUTES

August 24, 2011, 5:30 p.m.

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

NEW BUSINESS:

1. None

CONTINUING BUSINESS:

1. "In Business" article - Nothing
2. Community Development Goals and Actions #2 – Create an action plan that identifies long and short term opportunities to enhance the lake, parks and trail system in around the Village of Belleville
 - a. Items I (PW Property), II (Trail between Badger Trail and Community Park) and III (Property from Veterans' Park to dam) are interrelated and are being with dealt with by CDA who will be working with JSD engineering. Because what may be done with items II and III are somewhat dependent on placement of the pedestrian bridge it is a waste of time doing any planning for these items until where the pedestrian bridge will be placed is decided.
 - b. PW has had some discussion about items V (Community Park playground) and VI (Tennis court/basketball court) and is interested in getting additional input from Liaise. At our next meeting we will tour the village parks to get a better idea of what might work in those parks. We also discussed the possibility of working with the school district on some of this.
 - c. With item IV (Bathroom/cook shack/stage complex) it will be essential to get input from the Community Club as well as other organizations. With the positive feedback about the Community Picnic at Sugar River Park the Community Club needs to discuss where future celebrations might be held. Right now there are 3 possibilities: (1) Sugar River Park; (2) Community Park in old locations and (3) Community Park with more of the activities on the point. We hope that Community Club will be able to make a decision by December 1.
 - d. For VII (Lake Trails) we need to get copies of the recommendations in the updated Park Plan and the UW-Whitewater project/proposal. At our next meeting we hope to prioritize the different trails. Coordination needs to take place with the Lake Committee as they are looking at doing some work on trails. It might be helpful to have a representative from the Lake Committee sit on the Liaise Committee.
 - e. Item VIII (Celebration) is a Community Club function.

Our next meeting will be Wednesday, September 21. 5:30.

Submitted by:

Terry Kringle - Chairperson

PLANNING COMMISSION REPORT

July 13, 2011

NEW BUSINESS

1. Site plan for Community Bank Redevelopment at 25 W. Main St - The PC approved the site plan for 25 W. Main Street but because there was not enough parking as required by ordinance they will have to apply for a variance. The PC is recommending to the Board of Appeals to approve a variance because this building was occupied by a previous business and Community Bank will be actually adding parking spaces that the previous business did not have.
2. CSM for Outlot #1, Scott Jones property - The PC approved the CSM noting that MSA had approved the Erosion and Grading Plans.
3. Discussion and possible response to Joe Parisi letter to Paul Soglin and response from Scott McDonell - The PC felt it was too early to take part in any discussions about CARPC. We need to see some kind of proposal before we can comment.
4. Village taking ownership of property at the north end of Harrison St - The PC can see no reason why the Village should not take possession of this property. In fact, it might be advantageous for the Village to have own the property.
5. Village use of old clinic - The PC feels it does not have enough information to determine if the Village should try to gain possession of the old clinic. If the Village wishes to use the building for something already part of the Comprehensive Plan it would be unlikely the PC would have any objection. The Village first needs to decide if it wants to obtain the property and what it will be used for before the PC can give an opinion.

OLD BUSINESS

1. Proposal for Intergovernmental Agreement between the Village of Belleville and the Town of Montrose - The PC went through the draft and made some proposed changes.
2. Proposal for 10-6-4 - Unincorporated Areas within Extraterritorial Plat Approval Jurisdiction.

NOTE: The next PC meeting will be Tuesday, August 16, at 7:30 p.m.

Terry Kringle
PC Chairperson

PLANNING COMMISSION REPORT

August 16, 2011

NEW BUSINESS

1. Cate Machine Redevelopment Plan Review/Site Plan – The PC approved the site plan with the stipulation that all conditions be met and questions answered in the August 4, 2011 MSA letter.
2. Preliminary review of CUP violation by Landmark at 321 5th Ave. – Christen Brothers provided some additional pictures. The PC determined that there is enough evidence that the CUP may have been violated necessitating a hearing. The hearing will be held at the September 21 PC meeting. In the mean time the Village is trying to negotiate a settlement between Landmark and Christen Brothers.

OLD BUSINESS

1. Proposal for Intergovernmental Agreement between the Village of Belleville and the Town of Montrose – The PC went through the draft and made some grammatical and clarification changes. Terry will send the revised draft to Montrose and present it to the Village Board for their input.
2. Proposal for 10-6-4 – Unincorporated Areas within Extraterritorial Plat Approval Jurisdiction. - Nothing

NOTE: The next PC meeting will be Tuesday, September 21, at 7:00 p.m.

Terry Kringle
PC Chairperson

10A

**Village of Belleville
Lake Projects Summary Report
August 31, 2011**

Lake Belle View Restoration Project (Main dredging project):

- Advance will return in September to grade the new habitat fill areas and subsequently dormant seed the area with the native grasses and forbs. Advance will continue to be responsible for vegetation maintenance in the new habitat areas in spring and summer of 2012 until performance criteria is met.

Dam Project:

- Project is complete. The contractor has restored all the areas and the grass is coming up nicely. We have completed a survey of the spillway and the new berm in the park and we will start the FEMA floodplain amendment process as the final step in completing the Dam project.

Park Improvements Project:

- The Community Park outfield has been graded and seeded and the seed is coming up nicely. There are very subtle low points in the swale between the infield and outfield that stayed wet and the geese have damaged the seed bed. Advance will fill those low spots and grade that area to positively drain and subsequently repair and seed these patches in September.

Long Term Vegetation Management:

- A new contractor NES Ecological Services has been hired by the Village after a bid process in July to oversee the long term restoration process for the next 4-years. They will start this fall with vegetation maintenance activities in areas that are not being restored by Advance.
- We will be meeting with them on Friday, September 2, to discuss their detailed work plan. I'll have more detail after that meeting.

Fish Stocking and Aquatic Vegetation Restoration

- Dave Marshall has been working on obtaining a fish stocking permit from the DNR and has ordered bluegills, largemouth bass, walleye, northern pike and golden shiners from a fish hatchery to be stocked in the end of September/early October.

- Dave and Richard Wedepohl are also intending to start installing more aquatic vegetation end of September/early October.

Long Term Monitoring:

- We have purchased stage monitoring equipment and will be installing that equipment in the next couple of weeks.
- Richard and Dave have worked out some additional grant funding specifically for basic water quality analysis.
- They'll be conducting water quality monitoring activities in the next few weeks per the DNR requirements and involving some volunteer in that effort as well.

West Lake Dredging Project:

- The West Lake Dredging Project is currently out for bid. The bids are due on September 20 and the bid results will be put before the Village Board at their October 3 meeting.

10B

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

BELL WEST DEVELOPMENT – WEST SIDE NEIGHBORHOOD

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

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

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

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

- 1. Section B. (3) (a) of the TID Agreement is replaced with the following:
 - (a) First, Bell West Tax Increment shall be applied to reduce any installment payments due during that year to pay special assessments levied against the Bell West TID Property and to reimburse Developer for any amounts previously paid by Developer and drawn on by the Village under sections C.2.(e)(3), C.3, C.4 and C.5 of this Agreement, and Baker's Woods Tax Increment shall be applied to reduce any installment payments due during that year to pay special assessments levied against the Baker's Woods TID Property and to reimburse the developer of the Baker's Woods TID Property for any amounts previously paid by such developer and drawn on by the Village under sections C.3, C.4 and C.5 of the Baker's Woods Development Agreement. In the event parcels are released from liability for special assessments pursuant to section C.2.(f) of the TID Agreement, Bell West Tax Increment shall nonetheless be applied to reduce any installment payments that would have been due during that year had the parcels not been released from liability for special assessments. The parties intend that Bell West Tax Increment shall continue to be used to pay Annual Debt Service on Village Borrowing after special assessments have been released under section C.2.(f) of the TID Agreement.
- 2. Section C. 2.(e) in the TID Agreement is replaced with the following:
 - (e) For purposes of this section, "fair market value" shall mean either the estimated fair market value used to establish the most recent assessed value of such

THIS SPACE RESERVED FOR RECORDING

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

PIN:
 See attached list

property, or the fair market value determined, on a case-by-case basis, using another methodology that is acceptable to the Village. In order to accommodate the sale and/or development of individual parcels within the Bell West TID Property, the Village shall release individual parcels in the Bell West TID Property from liability for the special assessment provided that the requirements of sections C. 2. (e) (1) and (2) are both satisfied, and provided that Developer has paid all amounts due to the Village under this or any other agreement between the Village and the Developer relating to the Project or the Bell West TID Property, including but not limited to the Cost Recovery Agreement Relating to Special Assessment Reallocations.

Deleted: (e) (1) and (2) are both satisfied.

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

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

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

3. Section 3 (e) of the TID Agreement is created as follows:

(e) Fifth, Bell West Tax Increment remaining after (a), (b), (c) and (d) shall be applied to reimburse Developer for costs paid by Developer to the Village under the Cost Recovery Agreement Relating to Special Assessment Reallocations.
4. Except as expressly modified in this Amendment, the TID Agreement shall remain in full force and effect.
5. The Village and Developer each participated fully in the drafting of this Amendment, and this Amendment shall not be construed strictly for or against either party for any reason. It shall be construed simply and fairly to both parties.
6. This Amendment shall be effective as of the date and year first written above.

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

VILLAGE:
VILLAGE OF BELLEVILLE
Dane County, Wisconsin

By _____
Howard Ward, Village President

ATTEST:

April Little, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

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

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

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

DEVELOPER:
THEA GROUP, INC.

By _____
Richard C. Francois, President

STATE OF WISCONSIN

COUNTY OF DANE

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

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

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

Approved as to Form:

Matthew P. Dregne
Village Attorney

Attachment:

Exhibit A – Parcel Numbers

EXHIBIT A
PARCEL NUMBERS

Belleville Village Public Building Site Criteria and Building Site Rankings

Existing Building		Proposed Building		Proposed Building Criteria			Possible Building Sites												
Facility Name	Est. Size (Sq. Ft.)	Site Size (Sq. Ft.)	Est. Cost	Min. Site Area (in acres)	Minimum Urban Services Distance	Suitable Area Zoning	Other Locational Criteria	Rehab Grade School	Old Catholic Church	Current Library	Part of Sugar River Park	Fabry Land East of Village	Upgrade Existing Building	Present Clinic	Existing Public Works Site	In Belleville Commons	On Landmark Property	South End of Vine Street	East of Cemetery
Senior Center	4,000	NA	NA	1.0	In Village	Any none industrial	Easy accessibility	Tied for 1st	Tied for 1st	Tied for 1st						4th	5th		
Library	4,800	15,000	\$2.6 million	1.7	In Village	Any none industrial	Easy accessibility Near main road and in prominent location	Tied for 1st	Tied for 1st				5th			Tied for 3rd	Tied for 3rd		
Community Center	4,000	NA	NA	1.0	In Village	Any none industrial	Easy accessibility Near main road	Tied for 1st	Tied for 1st							3rd	4th		
Police Station	1,432	9,920	\$2.2 million	1.1	In Village	Business	Any place where offices are permitted	Tied for 3rd		Tied for 1st				Tied for 1st			Tied for 3rd		
Public Works	11,700	24,250	\$2.9 million	2.8	In Village	Industrial	Where outside storage is permitted				Tied for 1st	Tied for 1st							4th, with access issue
Fire Station	11,500	16,300	\$2.6 million	1.9	Two miles	Business for volunteers	Near main road, parking				Tied for 4th	Tied for 4th	1st		2nd	3rd			

Sites in order by number of possible uses and top ranked sites are bolded

WEP: Belleville Public Building Sites, corrected December 10, 2008

K:\CDALandmark RR Corridor\Belleville Public Building Sites

120

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



RESTRICTION

8/11/2011

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

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

Carolyn

Thanks,

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

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

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

Hi April,

Attachments: Option to Purchase Granted to Village of Belleville in 1993 (2).pdf; Tax Agreement between Thea Group and
the Village of Belleville.pdf

From: Carolyn Hegge [chegge@STROUDLAW.com]
Sent: Thursday, August 11, 2011 2:01 PM
To: April Little
Cc: Barbara Stransky
Subject: Belleville Clinic

April Little

10C

April Little

From: Carolyn Hegge [chegge@STROUDLAW.com]
Sent: Thursday, September 01, 2011 8:47 AM
To: April Little
Cc: 'Barbara Stransky'; howardward@gmail.com; Michelle Riley; 'Linda Haskins'
Subject: RE: Belleville Clinic

Hi April,

I will answer the questions that I can now and will get back to you on the other questions as soon as possible.

1. The option represents a discounted, guaranteed price for the Village. I will ask MFMRC whether it would be willing to negotiate the price further.
2. The 90 day deadline only applies if the Village wants to exercise the option. The Village's option to purchase for the discounted, guaranteed price expires after the 90 day period, but MFMRC would still be willing to negotiate a sale with the Village after that date, it is just that the option terms would no longer apply to those negotiations.
3. I believe that an appraisal would cost around \$3,000. However, the Village could waive its right to have its own appraisal done and just rely on MFMRC's appraiser if it wanted to do that. MFMRC is retaining someone from the D.L. Evans Company to do its appraisal.
4. I believe that MFMRC would be willing to make some repairs, but I don't have a list of the ones that they would be willing to make. The two repairs that I am familiar with are the post in the basement and the siding. I will ask MFMRC what it would be willing to do with respect to those items. If you have other repairs in mind, please let me know what they are. I will also ask MFMRC if any furniture could be included in the sale.
5. If the Village wants to get the discounted option price, then the house and the clinic are a package deal. If the Village waives its rights under the option, then Village would not be obligated to purchase both properties but it would not also be guaranteed the discounted option price. However, MFMRC would prefer to sell both properties together because the lot for the house is small and irregularly shaped and it makes sense to sell the two properties together as the house property is better suited for the future expansion of the clinic building or parking for the clinic building than it is for a house or other stand alone commercial use.
6. MFMRC would prefer to sell the house and the clinic together if possible.

As we discussed earlier, MFMRC is willing to offer very favorable payment terms to the Village if it the Village purchased the properties on a land contract. MFMRC might even be willing to consider a land contract that did not require any payments of interest or principal during the first two years of the land contract term which would help the Village with its current budget problem and allow the Village to deal with the purchase price in its next budget.

If you have any other questions, please do not hesitate to ask them.

Thanks,

Carolyn

Carolyn A. Hegge
Attorney | Stroud, Willink & Howard, LLC
25 West Main Street Suite 300 | Madison, WI 53703 | www.stroudlaw.com

9/1/2011

e: chegge@stroudlaw.com p: 608.257.2281 f: 608.257.7643

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

From: April Little [mailto:alittle@villageofbelleville.com]
Sent: Wednesday, August 31, 2011 5:51 PM
To: Carolyn Hegge
Cc: 'Barbara Stransky'; howardward@gmail.com
Subject: RE: Belleville Clinic

Hi Carolyn – sorry, I had to ponder on this a bit. I think the Village Board would have to answer that appraisal question. And as there would be a cost to the Village for that (unbudgeted) I think they need to decide whether to take that next step. As it sounds like someone from MFMRC will be at Village Board to discuss the tax agreement request, we could perhaps talk through this process further then. So a couple of questions/thoughts beforehand...

1. It sounds like the price is set in stone by the option to purchase terms – fair market value as determined by two appraisals. This would lead us to believe there is no flexibility in sale price and terms, correct?
2. do you have a firm date when an answer is needed? I do see 90 days after vacation of the premises (perhaps there is a more accurate date for that now)? Getting into the budget process more would be most helpful on our end.
3. do you have a thought on the going rate these days for an appraiser? I have not checked into this type of appraisal (last time I did it was for wetlands).
4. would there be any "additions" to the deal – furniture? Building repairs?
5. We assume the house and clinic are a firm package deal for sale.
6. I'm assuming if we chose not to exercise the option, the MFMRC would put both properties on the market as a package deal. We understand that they could not be rented to a private business, as that triggers debt payments on your side.

In these crazy budget times, as we are near debt capacity, the board is struggling more than it might even ordinarily. I did however, find a forgotten-about Plan Commission ranking of the uses for existing buildings for future public facilities. Use of the clinic for police station was listed and tied for 1st in a ranking.

Sorry for the long email, but if we can anticipate as many questions as we can before the meeting it will be helpful as I'm expecting a long one with our attorney there! Thanks much.

April

From: Carolyn Hegge [mailto:chegge@STROUDLAW.com]
Sent: Tuesday, August 30, 2011 10:48 AM
To: April Little
Cc: Barbara Stransky
Subject: FW: Belleville Clinic

April,

Please see my earlier email below. Please let me know whether the Village has reached a decision yet on whether an appraiser who is an Associate Member of the Appraisal Institute satisfies the credentialing requirements for the appraiser described in the attached option to purchase.

Thanks,

Carolyn

-

9/1/2011

Carolyn A. Hegge
Attorney | Stroud, Willink & Howard, LLC
25 West Main Street Suite 300 | Madison, WI 53703 | www.stroudlaw.com
e: chegge@stroudlaw.com p: 608.257.2281 f: 608.257.7643

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

From: Carolyn Hegge
Sent: Thursday, August 11, 2011 2:01 PM
To: 'April Little'
Cc: 'Barbara Stransky'
Subject: Belleville Clinic

Hi April,

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

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

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

Thanks,

Carolyn

Carolyn A. Hegge
Stroud, Willink & Howard, LLC
25 West Main Street, Suite 300
P.O. Box 2236 Madison, WI 53701-2236

9/1/2011

Telephone: (608) 257-2281
Fax: (608) 257-7643
Email: chegge@stroudlaw.com
Web site: <http://www.stroudlaw.com>

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

9/1/2011

10e

Village of Belleville
BUDGET RESOLUTION NUMBER 1-2011

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

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

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

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

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

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

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

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

4. That account number 100-00-51890-810-412 will be increased by \$30,485 from designated fund balance for expenditures related to reconstruction of the gazebo in Library Park, resulting in a total 2011 budget line of \$30,589.

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

APPROVED:

Howard Ward, Village President

ATTEST:

April Little, Administrator/Clerk/Treasurer

PUBLISHED: 9/15/11

VOTE:

MEMORANDUM

To: April Little, Village Administrator/Clerk/Treasurer of the Village of Belleville
From: Linda Haskins, Secretary/Treasurer of Madison Family Medicine Residency Corporation, Inc.
Date: August 30, 2011
Re: Amendment of the Tax Agreement for the Bell West Subdivision as it Pertains to Lot 33, Bell West, in the Village of Belleville, Dane County, Wisconsin

Madison Family Medicine Residency Corporation, Inc. ("MFMR") is a Wisconsin non-stock corporation that is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code. MFMR owns Lot 33 in the Bell West subdivision in the Village of Belleville. MFMR is constructing a family medicine residency clinic on Lot 33 that will be used by the Department of Family Medicine of the University of Wisconsin School of Medicine and Public Health for its family medicine residency training program.

All of the lots in the Bell West subdivision are subject to a Tax Agreement that was entered into by Thea Group, Inc. and the Village of Belleville on October 19, 2009 ("Tax Agreement"). Paragraph 4 of the Tax Agreement prohibits property owners in the Bell West subdivision from applying for a property tax exemption for lots located within the Bell West subdivision. However, the Tax Agreement does contemplate that some of the property within the Bell West subdivision might become exempt from property taxes, and paragraphs 5 through 8 of the Tax Agreement state what happens if property within the Bell West subdivision becomes exempt from property taxation in full or part (i.e., the lot owner is required to make an annual payment for Municipal Services to the Village of Belleville, the amount of which varies depending upon whether Tax Increment District No. 3 is still in existence).

MFMR's current Belleville clinic is exempt from property taxation under Wis. Stat. § 70.11(25) and MFMR would like to be able to apply for a property tax exemption under Wis. Stat. § 70.11(25) for its new Belleville clinic on Lot 33 in the Bell West subdivision. In order to do that, paragraph 4 of the Tax Agreement would need to be amended to permit MFMR to apply for the property tax exemption. Paragraph 4 could be amended to permit only MFMR to apply for a property tax exemption for the property that it owns in the Bell West subdivision, or else paragraph 4 could be amended to permit any property owner in the Bell West subdivision to apply for a property tax exemption.

The Tax Agreement can only be amended by a writing signed by Thea Group, Inc. and the Village of Belleville. Thea Group, Inc.'s attorney has advised MFMR that Thea Group, Inc. is willing to amend paragraph 4 of the Tax Agreement to permit MFMR to apply for a property tax exemption for Lot 33. The Village of Belleville's attorney has advised MFMR's attorney that the Village of Belleville could amend paragraph 4 of the Tax Agreement to permit MFMR to apply for a property tax exemption for Lot 33 if the Village Board desired to do so. Accordingly, MFMR respectfully requests that the Village of Belleville agree to amend paragraph 4 of the Tax Agreement to allow MFMR to apply for a property tax exemption for Lot 33 of the Bell West subdivision.

10/19/2009 "Tax Agreement"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11c

Memo

To: April Little, Village Administrator
Kevin Lord, MSA

From: Jim Mann & Greg Johnson
Financial Advisors

Date: January 7, 2011

Subject: Project Proceeds for 2009 Issues

Background

Here is a summary of debt issues sold in 2009.

\$1,695,000 State Trust Fund Loan/Build America Bond

Projects Financed	Estimated Cost
Village Share of Church and Greenfield Sewer interceptor	\$1,095,103
School District Share of Church and Greenfield Sewer interceptor	\$207,059
Mitchell/Village Drive/S.Park Water	\$380,000
TOTAL	\$1,682,162

Project funds remaining as of January 7, 2011: **(\$105,473)**. This represents a shortfall from the School District Share of project.

\$2,365,000 General Obligation/Build America Bonds

Projects Financed	Estimated Cost
Bakers' Woods TID portion of Church and Greenfield Sewer interceptor	\$862,280
Bell West TID Portion of Church and Greenfield Sewer interceptor	\$1,152,146
Traffic Impact Study	\$35,000
Planning/Legal	\$100,000
TOTAL	\$2,149,426

Project funds remaining as of January 7, 2011: **\$608,103**.



375 Bishops Way, Ste 225
 Brookfield, WI 53005-6202
 Phone: 262-725-1810
 Fax: 262-785-1520

\$1,325,000 G.O. Bond Anticipation Note

Projects Financed	Estimated Cost
Bakers' Woods non- TID portion of Church and Greenfield Sewer interceptor	\$564,595
Bell West non-TID Portion of Church and Greenfield Sewer interceptor	\$326,525
Shamrock Non-TID Phase 1	\$34,643
Shamrock Non-TID Phase 2	\$368,462
TOTAL	\$1,294,225

Project funds remaining as of January 7, 2011: **\$309,991.**

Plan for Use of Remaining Funds

\$2,365,000 General Obligation/Build America Bonds

Projects	Proceeds
	\$608,103
Balance of School District Share of Sewer Projects*	(\$105,473)
TID Portion of Three Phase Power (estimate 55% of total cost)	(\$68,817)
Test Well (estimate)	(\$70,000)
CTH PB and Highway 69 Roadwork (estimate)	(\$269,620)
CTH PB and Highway 69 design (estimate)	(\$40,000)
Portion Remaining for Projects	\$54,193



*Portion of debt service (4.91%) for this issue will be allocated to the Village.

\$1,325,000 G.O. Bond Anticipation Note

Projects	Proceeds
	\$309,991
Non-TID Portion of Three Phase Power (estimate 45% of total cost)	(\$56,305)
Portion Remaining for Projects or Distribution to Developers**	\$253,686

**All project costs should be paid in full, including and retained funds, before a decision is made to distribute any remaining proceeds to the developers.

We should update this analysis once all of the projects are completed.

Closing Memorandum

Village of Belleville, Wisconsin

\$2,365,000 Taxable General Obligation
Community Development Bonds, Series 2009
"Build America Bonds - Direct Pay"

Dated: November 4, 2009



Interest Earnings on Borrowed Money Fund

Monies in the Borrowed Money Fund may be invested temporarily during construction in investments permitted by Wisconsin Statutes. Any interest earnings or funds remaining in the Borrowed Money Fund after all project costs have been paid must be transferred to the Debt Service Fund for the Bonds.

Summary of Funds Available for Financing Project Costs

<i>Source of Funds</i>	<i>Amount</i>
Bond Proceeds Deposited to Borrowed Money Fund	\$2,148,022.43
Estimated Interest Earnings on Borrowed Fund	<u>2,686.00</u>
<i>Total Funds Available for Financing Project Costs</i>	\$2,150,708.43

<i>Use of Funds</i>	<i>Amount</i>
Westside Development-Water, Sewer and Road Infrastructure	2,149,426.00
Additional Funds Available for Projects	<u>1,282.43</u>
<i>Total Uses</i>	\$2,150,708.43

From TIF 3 Agreement

17. Village Borrowing. The amount borrowed by the Village through the issuance of bonds or other forms of debt, to fund the design, inspection, and construction of the Village Improvements.

* (18. Village Improvements. A sanitary sewer interceptor and lift station to provide sanitary sewer service to the West Side Neighborhood, and the District, in accordance with plans and specifications to be approved by the Village, and water main to be installed in the STH 69 right of way in accordance with plans and specifications to be approved by the Village, all as identified as being within Phase I of the Project Plan. Note that the water main to be installed in the STH 69 right of way is part of the "greenfield interceptor" project specified in the Project Plan.

19. Village Improvements Cost Allocation. The allocation of costs of the Village Improvements among the properties within and outside of the District, in accordance with the percentages appearing on Attachment D. It is understood and agreed that the actual, final allocation of the costs of the Village Improvements will be determined by the Village at the time the final special assessment is established, and that such costs shall be allocated in accordance with the percentages appearing on Attachment D. If the Village is unable to allocate the costs in accordance with the percentages appearing on Attachment D, as a result of a legal challenge to the special assessment, the Village shall allocate the costs on a reasonable basis in accordance with the law governing special assessments made pursuant to the Village's police power.

B. VILLAGE OBLIGATIONS.

1. Village Improvements.

(a) The Village shall construct and install, or cause to be constructed and installed, the Village Improvements, subject to the reservations set forth in section B.5, below.

(b) The Village shall make good faith efforts to commence construction of the Village Improvements during 2010, and to achieve substantial completion of the Village Improvements by December 31, 2010, subject to the reservations set forth in section B.5, below.

(c) The Village shall oversee and control all engineering work associated with the Village Improvements, including the preparation of plans and specifications for bidding.

2. Anticipated Village Borrowing.

(a) The Village intends to enter into the Village Borrowing for the purpose of financing the Village Improvements. It is understood that the anticipated Bell West Tax Increment will be used to reduce the special assessments levied against the Bell West TID Property, in accordance with the terms of this Agreement.

(b) The Village intends to finance the Village Borrowing using a combination of Special Assessments and Tax Increments, generally in accordance with the Village Improvements Cost Allocation schedule shown on Attachment D. It is understood and agreed

Village of Belleville
 Summary of TIF proceeds and spending

Amount available for spending	
2008 STFL	275,000
2009 GO BABs	2,365,000
less: issuance/cap interest/etc	(214,292)
<u>Total Available for Spending</u>	<u>2,425,708</u>

	Audited		Unaudited		Estimated		Total
	2008	2009	2010	2011 through July	Planned	Total	
51120-210 Planning	40,707	120,016	954	850	5,000	162,527	
51410-310 Office Expense				2,341		7,341	
51410-320 Publications		349	136	120		605	
51610-000 Attorney		108	6,538	1,271		7,917	
51620-000 Engineering (MSA)		152,542	117,872	69,567	31,129	371,110	
51580-000 Audit		2,000	2,000	2,500		6,500	
53480-000 Far Westside	148,685	1,370	1,423,617	7,769		1,48,685	
53480-810 Infrastructure(B)			2,374			1,432,756	
59200-000 Misc				71,093		2,374	
Alliant - Three Phase Power						71,093	
CTH PB and Highway 69 Roadwork (McGuire)					365,938	365,938	
Test Well					70,000	70,000	
46000-000	189,392	276,385	1,553,491	155,511	472,067	2,646,846	
Less: Developer reimbursements		(24,254)	(18,020)	-	(42,275)	(84,549)	
Net TIF Expenditures						<u>2,562,297</u>	
Estimated Amount Available for Future Spending						<u>\$ (136,589)</u>	

\$ (136,589)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MONTROSE AND THE VILLAGE OF BELLEVILLE

Village of Belleville/Town of Montrose-This is an Intergovernmental Agreement ("Agreement") made and entered into this _____ day of _____, 2011, by and between the Town of Montrose, a municipality located in Dane County, Wisconsin, ("Town") and the Village of Belleville, a municipality located in Dane and Green Counties, Wisconsin, ("Village").

RECITALS

1. The Town and the Village have enjoyed a good relationship over the years. The Town and the Village believe that entering this Agreement will preserve the existing good relationship and provide greater certainty with respect to joint planning in the future.
2. The Town and Village agree that the Joint Planning Area provided for in this Agreement will eventually develop at an urban scale, and that development in the Joint Planning Area should be served by a full range of urban services, including municipal water and sewer services. The Town does not believe it is economical for the Town to provide a full range of urban services to high-density urban development. Therefore, the Town and Village agree to provide for the joint planning of the Joint Planning Area pursuant to this Agreement.
3. Capital infrastructure improvements typically require a planning, design and construction timeline of several years in length. Successful implementation this Agreement will enable the Village confidently to plan for the future extension of public infrastructure improvements into, and annexation of, the Joint Planning Area. The timely extension of such public infrastructure, and the orderly phasing of urban growth and development, will be greatly enhanced by such joint planning.
4. The Town and the Village agree that the farmland located outside the Joint Planning Area in the Town is an irreplaceable resource which provides food and fiber for basic maintenance of the economy. Market forces, unguided by land use planning, may impinge on the viability of farming by introducing incompatible residential and commercial uses in the vicinity of farm operations. Further, inappropriate residential growth may cause the value of farmland to increase to the point where farmers make an economic decision to abandon farming, which causes the withdrawal of valuable land from production. The Town and the Village expressly intend to use this Agreement to prevent annexation and development pressure from leading to excessive and unnecessary conversion of farmland to other uses.

47 **AGREEMENT**

48
49 **SECTION 1: JOINT PLANNING**

- 50
51 1.1 **Joint Planning Committee:** The Town and the Village do hereby formalize their
52 commitment to joint planning by establishing a Joint Planning Committee (“JPC”) to
53 address land use and planning issues affecting both the Town and Village, as set forth
54 herein.
55 1.2 **Joint Planning Area:** The Town and Village do hereby create a Joint Planning Area
56 (“JPA”) consisting of the Town territory described in Appendix A.
57 1.3 **Rural Preservation Area:** The Town and Village do hereby create a Rural Preservation
58 Area, consisting of the Village’s entire extraterritorial plat approval jurisdiction outside of
59 the Joint Planning Area.
60

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

- 62
63 2.1 **Establishment of Joint Planning Committee.** The Town and the Village do hereby
64 create a Joint Planning Committee (“JPC”) to serve as a recommending body to the Town
65 Board, Town Land Use Committee, Village Board, and Village Planning Commission for
66 the purposes set forth in this Agreement.
67 2.2 **Nature of JPC.** The JPC shall serve in an advisory capacity to the Town Board and Town
68 Land Use Committee, Village Plan Commission and Village Board, with respect to those
69 joint planning activities provided for in this Agreement.
70 2.3 **Membership:** The JPC shall consist of six (6) members, three (3) of whom are appointed
71 by the Town Chairperson subject to confirmation by the Town Board and three (3) of
72 whom are appointed by the Village President subject to confirmation by the Village Board.
73 Village members shall be Village residents, and Town members shall be Town residents.
74 2.4 **Appointments, Term:** Initial appointments for the Town’s delegation shall be for a term
75 of one (1) year for one member, two (2) years for the one member and three (3) years for
76 the third member, and for the Village’s delegation, the appointment shall be for a term of
77 one (1) year for one member, two (2) years for the one member and three (3) years for the
78 third member. Initial appointments shall be deemed made as of June 1 of the year made.
79 Following initial appointments, appointments to fill vacancies resulting from expired terms
80 shall be made in May of each year. Following initial appointments, subsequent
81 appointments to fill vacancies resulting from expired terms shall be for terms of three (3)
82 years.
83 2.5 **Vacancy:** A vacancy shall be created if a JPC member’s residency terminates during the
84 term of appointment, or if the position is otherwise vacant due to resignation, failure to
85 attend three consecutive meetings, or by removal by majority vote of the governing board
86 that appointed such member. Vacancies shall be promptly filled for the unexpired term in
87 the same manner as the original appointment and successors shall serve the remaining term.
88 2.6 **Officers:** There shall be a chairperson and vice chairperson of the JPC, selected by
89 majority vote of the JPC. The chairperson for the JPC shall alternate from the Town to the
90 Village on an annual basis. In the first year the chairperson shall be selected from the
91 Village of Belleville representatives. The vice chairperson shall be from the community
92 that is not serving as the chairperson. The chairperson and vice chairperson shall be

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

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

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

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

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

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

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

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

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

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

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

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

170 **3.2 Services provided by each community:** Except as otherwise agreed or required by law,
171 the Town and Village acknowledge and agree that each community will continue to be
172 responsible for providing services to the residents of its community.
173

174 **SECTION 4: LAND USE DECISIONS AND FUTURE ANNEXATIONS WITHIN THE** 175 **RURAL PRESERVATION AREA.**

176
177 **4.1** No territory in the Rural Preservation Area shall be annexed by the Village during the term
178 of this Agreement.

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

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

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

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

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

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

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

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

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

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

215 7.1 The parties recognize that Dane County has certain authority in land use planning and
216 regulation which neither party can control. However, each party agrees to oppose actively
217 any decisions or actions by Dane County which are inconsistent with the provisions of this
218 Agreement, or with their respective Comprehensive Plans.
219

220 **SECTION 8: GENERAL PROVISIONS**
221

222 8.1 **No third party beneficiary:** This Agreement is intended to be solely between the Town
223 and the Village. Nothing in this Agreement accords any third party any legal or equitable
224 rights whatsoever. A non-party shall not have standing to enforce this Agreement.

225 8.2 **Enforcement:** This Agreement is intended to provide each party with the right and
226 standing to challenge by court action (including action by *certiorari* or otherwise to declare
227 a governmental act invalid) any act of the other party that violates this Agreement. This
228 Agreement is intended to provide each party with the right and standing to seek any
229 available legal or equitable remedy to enforce or seek damages for the breach of this

230 Agreement. In any action concerning an alleged violation of this Agreement, the prevailing
231 party shall be entitled to recover from the other party its reasonable costs and expenses of
232 litigation, including reasonable attorneys' fees.

233 8.4 **Amendment:** This Agreement may be amended or terminated at any time by written
234 agreement by the governing bodies of both parties.

235 8.5 **Complete agreement:** This Agreement represents the entire integrated agreement between
236 the parties and supersedes all prior negotiations, representations or agreements, either
237 written or oral

238 8.6 **Enforceability:** The parties have entered into this Agreement under the authority granted
239 by sections 66.0301 and 62.23 (7a) of the Wisconsin Statutes. Its enforceability will not be
240 affected by changes in the forms of Town or Village government, or changes in elected
241 officials. The parties agree that this Agreement shall be construed so as to be binding on
242 their respective successors, agents and employees.

243 8.7 **No waiver:** The failure of any party to require strict performance with any provision of
244 this Agreement, will not constitute a waiver of the provision or of any of the parties' rights
245 under this Agreement. Rights and obligations under this Agreement may only be waived or
246 modified in writing. A writing waiving a right must be signed by the party waiving the
247 right. If an obligation of a party is being waived or released of one obligation, it will not
248 constitute a waiver or release of any other right or obligation of any party. Waivers and
249 releases will affect only the specific right or obligation waived or released and will not
250 affect the rights or obligations of any other party that did not sign the waiver or release.

251 8.8 **Performance standard:** This Agreement requires the parties to act or to refrain from
252 acting on a number of matters. The parties hereby acknowledge that this Agreement
253 imposes on them a duty of good faith and fair dealing.

254 255 **SECTION 9: EFFECTIVE DATE AND TERM OF THE AGREEMENT**

256

257 9.1 This Agreement shall be effective upon the first date set forth above. This Agreement shall
258 terminate at 11:59 p.m. on the tenth (10th) anniversary of said effective date.
259 Notwithstanding the foregoing, if the JPC does not recommend a Joint Neighborhood Plan
260 for the Joint Planning Area, and the Village and Town do not incorporate such Joint
261 Neighborhood Plan into their respective Comprehensive Plans, pursuant to Section 2.9.2 of
262 this Agreement, by the 1st anniversary of the effective date, then this Agreement shall
263 terminate at 11:59 p.m. on the 1st anniversary of said effective date.
264
265
266

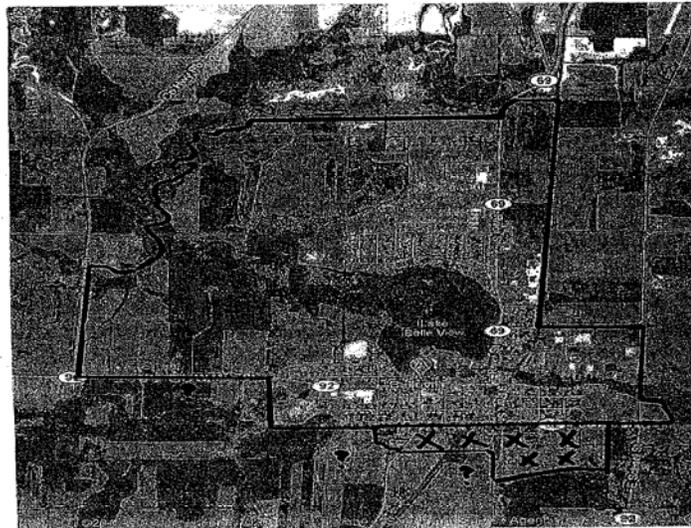
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285

1. APPENDIX A

FUTURE VILLAGE DEVELOPMENT AREA DESCRIPTION

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

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



April Little

From: William Preboski [bill.preboski@gmail.com]
Sent: Monday, August 29, 2011 2:53 PM
To: Terry Kringle
Cc: April Little; Mary Austin; Matthew Dregne
Subject: Intergovernmental Agreement Map
Attachments: Mont-Bell Intergov Bdy Agt Map 8-11draft.pdf

Hi Terry,

I have attached a copy of a draft map showing the planning areas for the Montrose - Belleville Intergovernmental Agreement.

On this map, the land within the village is shown in gray.

The Joint Planning Area is identified as four subareas, show in different shades of red and labeled N, C, SW and SE.

The Rural Preservation Area, the area within one-half mile of the village, but outside the Joint Planning Area, is shown in green.

The open space corridors (environmental corridors in the USA and floodplains outside the USA) are shown in blue. Please note that where the open space corridors overlay the lands in the village or the planning areas only the open space corridors appear. This is to make clear that these lands are not developmental regardless of the planning status. In the case of the Joint Planning Area, labeled SE, I would imagine that the parcel would be graded to create a building site, while not reducing the current amount of flood storage capacity.

Similar to the "Planned Land Use / E.T.J. / Land Use" map that was prepared in June, this new map also contains the 2010 housing units (brown squares), the adopted urban service area (red line) and the one-half mile extraterritorial jurisdiction boundary (black line).

Please let me know, if you have any questions.

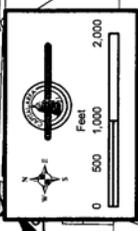
Thanks,

Bill Preboski
Planning Consultant
1716 Rustic Drive
Sun Prairie, WI 53590
608-837-5439

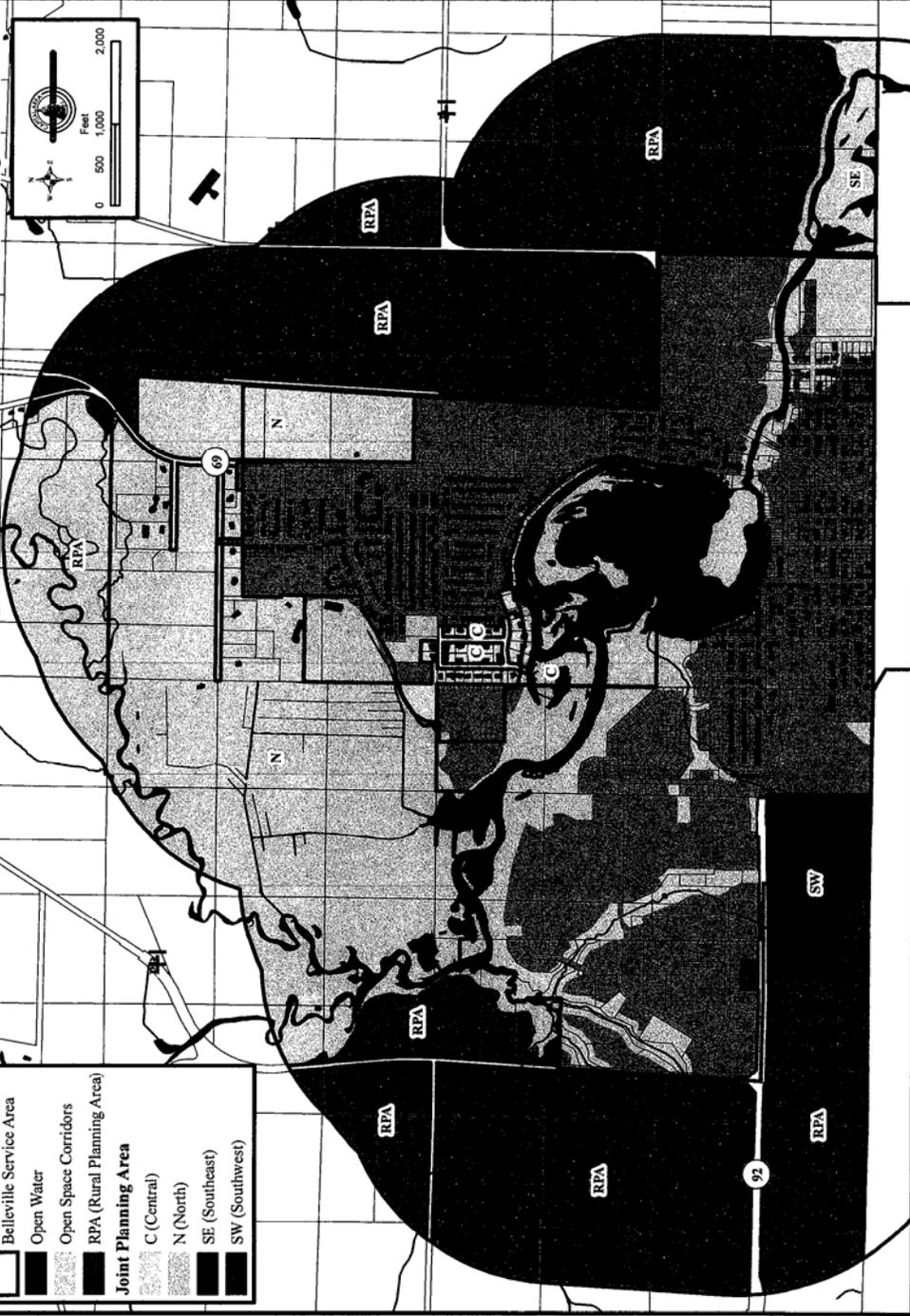
8/29/2011

Intergovernmental Agreement Between The Town of Montrose and The Village of Belleville: 2011

DRAFT Aug 30th 2011



- Half Mile ETJ Boundary
 - Belleville Service Area
 - Open Water
 - Open Space Corridors
 - RPA (Rural Planning Area)
 - Joint Planning Area
- Joint Planning Area**
- C (Central)
 - N (North)
 - SE (Southeast)
 - SW (Southwest)



draft 9/6/11
11e

VILLAGE OF BELLEVILLE ORDINANCE 2011-09-01:

**An Ordinance Creating Sections of Title Chapter of the Belleville
Municipal Code Relating to Lake Belle View Boating Regulations**

The Village Board of the Village of Belleville, Dane County and Green County, Wisconsin,
do ordain as follows:

**Title x, Chapter x of the Belleville Municipal Code relating to Boating
Regulations on Lake Belle View is hereby created to read as follows:**

Section 1: Applicability and Enforcement

The provisions of the Ordinance shall apply to the waters of Lake Belle View.

This chapter shall be enforced by the officers of the Village of Belleville.

Section 2: Intent

The intent of this ordinance is to provide safe and healthful conditions for the enjoyment of aquatic recreation consistent with public rights and interests, and the capability of water resources.

Section 3: State Boating and Safety Laws Adopted

State boating laws as found in ss. 30.50 to 30.71, Wis. Stats., are adopted by reference.

Section 4: Definitions

- a) Slow-no-wake means that speed at which a boat moves as slowly as possible while still maintaining steerage control.

Section 5: Controlled Area

No person shall operate a boat faster than slow-no-wake in the waters of Lake Belle View.

No person shall operate a motorboat, as defined in 30.50 (6), Wis. Stats., that is propelled by internal combustion engine or engines on the waters of Lake Belle View beginning at Community Park in the south, Hwy 69/92 to the east and the lake/Sugar River separation berm on the west. Electric motors only are permitted on said waters.

K:\Ordinances\2011 Ordinances\Electric motor only ordinance doc.docx August 31, 2011

DRAFT

Section 6: Posting Requirements

The Village of Belleville shall place and maintain a synopsis of this ordinance at all public access points within the jurisdiction of the Village of Belleville pursuant to the requirements of NR 5.15 Wis. Admin. Code.

Section 7: Penalties

Wisconsin state boating penalties as found in Wis. Stat. 30.80, and deposits as established in the Uniform Deposit and Bail Schedule established by the Wisconsin Judicial Conference, are hereby adopted by reference and all references to fines amended to forfeitures and all references to imprisonment deleted. Boating regulations shall be enforced by Village of Belleville and State of Wisconsin law enforcement officers.

Section 8: Severability

The provision of this Ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application of any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person or circumstances shall not be affected.

Section 9: Effective Date

This ordinance shall take effect and be in force upon passage and publication as provided by law.

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

By Howard Ward, Village President

ATTEST:

April Little, Village Administrator/Clerk/Treasurer

Vote: Yes - No - Publication: //2011

Sign Posting:

BOATING REGULATIONS
Slow-no-wake speed at all times
Electric motors only
Police Department: 608-424-3129

CONDITION SUMMARY FOR REGULATION ORDINANCE ENACTMENT
LAKE BELLE VIEW - 2011

PROJECT SETTING: Lake Belle View is a shallow millpond located approximately 20 miles southwest of Madison on the Sugar River in the Village of Belleville, Dane County, Wisconsin. Two rivers, the Sugar River and the West Branch Sugar River, converge several miles upstream, feeding into Lake Belle View. The watershed above Lake Belle View is approximately 172 square miles. The Sugar River, classified as an Exceptional Resource Water (ERW), has a watershed that is highly agricultural and experiencing rapid urban growth. The project area is 133 acres and includes Lake Belle View, the Sugar River, and floodplain forest /other wetland communities. This proposed regulation would apply to the restored lake, now separated from the Sugar River and described as beginning at Community Park in the south, Hwy 69/92 to the east, and the lake/Sugar River separation berm on the west.

**A. LOCAL CONDITIONS NECESSITATING REGULATION:
DESCRIPTION OF THE PROJECT**

The Lake Belle View / Sugar River Restoration project has enhanced ecological conditions in the lake and the river in a long-term sustainable manner, while also satisfying the strong desire to maintain Lake Belle View as a centerpiece of the community's cultural, aesthetic and recreational assets. This is been a long process involving many meetings over multiple decades.

Prior to the project that separated the new lake from the Sugar River, surface runoff from agricultural and urban areas in the Sugar River watershed had carried large loads of sediment and nutrients into Lake Belle View, leading to substantial water quality issues. It is estimated that at least 4 feet of river-borne sediment had accumulated in the lake since 1926; resulting in a mean depth of 2 feet and a maximum depth of less than 6 feet in the originally 92-acre lake. The lake had the distinctive water quality and fishery problems associated with aging impoundments including sedimentation, turbidity, and lack of aquatic plant diversity, excessive nutrients and algal blooms.

This project is unique in its approach to the lake and river separation by maintaining both bodies of water while allowing the river to run continuously past the lake. Specific goals of the project included:

- Improve lake and river water quality
- Improve habitat for fish, birds and other wildlife; in particular to expand the floodplain forest wetlands
- Decrease sedimentation and water quality impacts from the Sugar River
- Enhance recreational opportunities
- Increase lake depth and improve river functions
- Enable a stable long-term river and lake management program
- Enhance aesthetics, and specifically preserve the lake, islands and basic viewscape
- Preserve the aesthetics and functions of the Village Community Park

CONDITION SUMMARY FOR REGULATION ORDINANCE ENACTMENT
LAKE BELLE VIEW - 2011

The principal construction elements of the Lake Belle Ville / Sugar Restoration project are complete. . Restoration primarily associated with habitat and water quality improvements will be ongoing for years. Complete lake refilling is expected in August 2012.

Lake size is now significantly reduced to 40 acres. The berm placement and design was carefully permitted to prevent any floodplain increases and to handle flood events. The general construction of the berm allows for portage and passage of small personal watercraft between the lake and river system.

1. Modifications to the millrace structure, now complete, within Community Park allow regulation of the water level for the Lake separately from the control of the Sugar River provided by the dam. Operation of the structure will allow water level manipulation to mimic floodplain hydroperiods and to manage the lake fishery and wildlife functions.
2. Regrading and restoration of existing lake-bottom sediment under drawdown conditions is complete. This has created the opportunity for new wetland and floodplain forest habitat as well as significantly improving the littoral zone and enhancing existing wetland and floodplain forest habitat. Additionally, variability in lake depth was created to increase lake habitat variability for fishery and recreation improvement. In essence, while a small area of the lake was dredged to 9 feet, a large portion remains relatively shallow at about 4 feet in depth or less.
3. Restoration of a warm water fishery through fish stocking and transfer of native species from the Sugar River to Lake Belle View to increase diversity is in progress.
4. Lake Belle View contains rare but eroding floodplain forest island habitat. These wetland habitat areas have been expanded and restored. Seeding of native vegetation will take place on these islands. Emergent zone areas have already been seeded and qualitative observations indicate a healthy population of volunteer native species including arrowhead and rice cut grass.

**CONDITION SUMMARY FOR REGULATION ORDINANCE ENACTMENT
LAKE BELLE VIEW - 2011**

B. IMPACT OF NEW REGULATIONS / PROJECT RESULTS

- **Water Quality Improvement** - Significant qualitative improvement in the water quality of the restored portion of the lake has been observed (Photos 2 & 4). Photo 2 clearly indicates significant improvement in water clarity when comparing the Sugar River on the west side of the separation berm to the restored portion of Lake Belle View on the east side of the separation berm. Regulations will assist the Village of Belleville's management of the lake by preventing scouring of lake sediments and destruction of aquatic plants that can be caused by motorboat operation in this smaller lake..
- **Erosion Mitigation** - Long-term regulation and management is necessary to ensure structural integrity of the berm and prevention of erosion of restored wetland and floodplain forest habitat.
- **Recreational Enhancement** - The lake's much smaller area and the installation of a loop from the narrow north channel through island habitat (just visible in photo 2) and portage areas were designed as a recreational enhancement for small craft, no-wake users (kayakers and canoers). Safety of these recreational users could be compromised by allowing fast-moving vehicles on the much smaller lake and narrow channel and would detract from the outdoors experience this restored area will offer.

C. POSSIBLE ADVERSE AFFECTS OF REGULATIONS / THOSE AFFECTED

An electric motor only ordinance, along with slow-no-wake requirements will reduce the number of recreation options such as water-skiing and other fast boating activities. The change in usage and reduction in acreage was planned for in the design and permitting process. This process included numerous public informational meetings and a public hearing where possible adverse affects were heard and addressed.

D. OPINION STATEMENT REGARDING NON-ADOPTION

If these slow-no-wake regulations are not adopted, it could cause the following negative impacts:

- Erosion and sedimentation could damage properties and increase future lake loadings.
- Structural integrity of the berm could be compromised.
- Delicate floodplain forest and aquatic habitats could be damaged from motorboat engines and gasoline spills.
- Safety of recreational users like anglers, kayakers and canoers could be compromised by allowing fast-moving vehicles on a much smaller area and would detract from the aesthetic enjoyment offered by the new lake and surrounding habitat.
- Shoreline would be damaged, as the site was not designed for a large-scale boat ramp and large wave impacts.

CONDITION SUMMARY FOR REGULATION ORDINANCE ENACTMENT
LAKE BELLE VIEW - 2011

E. POSSIBLE OPPOSITION SUMMARY

An electric motor only ordinance, along with slow-no-wake requirements will reduce the number of recreation options available requiring gasoline engines and will reduce the types of watercraft available for use. However, the change in usage and reduction in acreage was planned for in the design and permitting process of the restoration project and little opposition to these restrictions were expressed during this process.

CONDITION SUMMARY FOR REGULATION ORDINANCE ENACTMENT
LAKE BELLE VIEW - 2011



Photo 1: Lake Belle View Prior to Construction (2010 Drawdown)



Photo 2: Lake Belle View After Construction of Separation Berm, Lake Deepening, and Habitat Earthwork (June 2011)

**CONDITION SUMMARY FOR REGULATION ORDINANCE ENACTMENT
LAKE BELLE VIEW - 2011**



Photo 3: Separation Berm and Walking Path (June 2011)

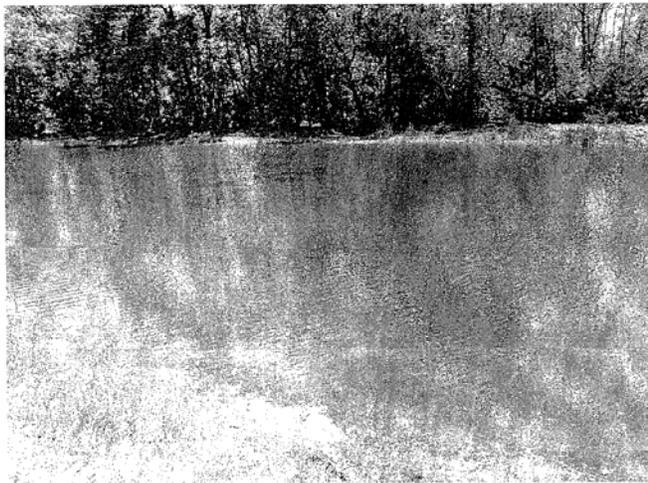


Photo 4: North Channel Portion of Lake Belle View Water Depths ~4 feet - Note the Water Clarity (June 2011)

April Little

From: Matthew Dregne [MDREGNE@staffordlaw.com]
Sent: Wednesday, August 31, 2011 4:59 PM
To: olson32@charter.net; johndbaker99@yahoo.com; April Little; Howard Ward; Kevin Lord; Jim Mann; Greg Johnson; Terry Kringle; Ed Short
Cc: Lois Bullis
Subject: Village of Belleville - Baker's Woods Plat (aka Belleville Commons)

I write to summarize the conference call I had today with Ed Short, Joe DeYoung, Kevin Lord, and April Little regarding what it would take to finish platting the Baker's Woods development.

1. *What is "Phase 1"?* We discussed the process and costs to complete "Phase 1," and the process and costs to plat the entire property. Phase 1 was described as including about two-thirds of the South ½ of the Baker's Woods area. The Phase 1 area was also described as the area included in the Village's old Urban Service Area ("USA"). That area was selected, at least partly, because it may be less difficult to satisfy CARPC stormwater related requirements in the old Urban Service Area, because the conditions of approval of the old USA area were less stringent than for the new USA.
1. *Is CARPC approval needed before plat approval?* One issue we discussed is whether it would be necessary to obtain CARPC approval of final stormwater plan for this area before approving and recording the plat. MSA's experience with Bell West was that, in order to obtain CARPC approval, it was necessary to have not only a completed stormwater plan, but also plans and specifications for public improvements. The danger in recording a plat without CARPC approval is that CARPC will require changes that would also require changes to the plat. The engineers felt that a plat for Phase 1 could probably be approved without prior CARPC approval, with less risk (but not no risk) that plat changes would be necessary later. We also noted that the Baker's Woods developers want the construction plans prepared for Phase 1 now, in any event, so they would be ready to proceed with development of Phase 1. For the areas outside Phase 1, there seemed to be general agreement that CARPC approval of the stormwater plan should be obtained before the plat is approved. The northerly portion of the property is in the new USA with more stringent requirements, and presents more difficult problems including steep slopes and perhaps other factors. The risk that plat changes will be necessitated by CARPC review seems fairly high for the areas outside Phase 1. For all of these reasons, there seemed to be general agreement that approving the plat, for either Phase 1 or the remaining property, will require final stormwater plans and construction plans and specifications. If that is the case, those engineering costs are unavoidable even at the plat approval stage.
2. *What would it cost to plat Phase 1, and how long would it take?*
 - a. **MSA Costs.**
 - i. *With CARPC approval:* Assuming CARPC approval is needed, and we need the plat, and a final stormwater plan and construction plans, MSA estimates their costs at a total of \$68,000. MSA already has about \$8,000 into the work, which has not been paid, and would need to do another \$60,000 of work. MSA thinks the process could be completed in about 5 months.
 - ii. *Without CARPC approval:* If the developer and village are willing to approve the plat without CARPC approval, and put the stormwater and construction plans off, MSA estimates it would cost another \$25,000 to do the work needed to approve Phase 1.
 - b. **Ed Short Costs.** Ed said it would cost about another \$10,000 for his work to finish Phase 1.
3. *What would it cost to plat the entire development, and how long would it take?*

8/31/2011

- a. **MSA Costs.** MSA estimates their costs at a total of \$150,000 to do the work needed to final plat the entire development, including the final stormwater plan and construction plans, and CARPC approval. It would take at least 6 months, and could take much longer depending on how long it takes the developer and CARPC to reach agreement on issues.
- b. **Ed Short Costs.** Ed estimates his costs at \$80,000 to do the work needed to final plat the entire development.

4. *Summary.*

- a. Phase 1 total costs: \$78,000 and 5 months
- b. Phase 2 total costs: \$230,000 and 6 months or longer

5. *Other issues:*

- a. Even if the Phase 1 plat or entire plat is approved, and all the engineering is done, the developer will still need financing to construct the public improvements. Platting Phase 1 is beneficial in that it would move the developer closer to developing, but then only if the developer can obtain financing.
- b. Platting Phase 1 only does not address the problems associated with issuing special assessment B Bonds relating to unplatted lands. If we need to issue special assessment B Bonds against unplatted lands, we will need to redo the financing in order to approve a final plat for those lands later.
- c. The Village Board will discuss this on September 6. Staff thinks it is unlikely that the Village Board will be willing to provide a substantial amount of additional financing. The Board may be willing to help, if the developer is also contributing significantly, and has financing commitments to proceed with at least Phase 1.
- d. The developers should evaluate this information, and inform the Village what it wants to do, if possible before the September 6 board meeting.

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

 <http://www.staffordlaw.com/adm>

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

8/31/2011

Public WisLine Sites

Individual sites may not be available for every program. Please contact the site in your area well in advance of your program to verify room availability and directions.

4000 Adams	Adams Co. UWEX	608-339-4237
4007 Arne	Buffalo Co. Critre	608-886-6255
4022 Alcona	Earl Childs Co. UWEX	715-839-4712
4038 Anigo	Langlade Co. UWEX	715-627-6236
4050 Appleton	Outagamie Co. UWEX	920-832-5121
4001 Ashland	Ashland Co. Critre	715-882-7017
4059 Baldwin	St. Croix Co. Ag Ctr.	715-684-3301, 35
4055 Balsam Lake	Polk Co. UWEX	715-485-8800
4034 Baraboo	Shauk Co. UWEX	608-355-3250
4003 Barron	Barron Co. Govt. Center	715-537-6250
4031 Bear River Falls	Jackson Co. UWEX	715-284-4257
4004 Beaulieu	Kenosha Co. UWEX	282-587-1945
4009 Clinton	Calumet Co. UWEX	920-848-1450, 36
4010 Chippewa Falls	Chippewa Co. Critre	715-726-7950
4025 Dargenton	Forest Co. UWEX	715-478-7797
4027 Durand	Lafayette Co. Critre	608-776-4820
4029 DuPageville	Iowa Co. UWEX	608-800-9850
4032 Duane	Pepin Co. Govt. Ctr.	715-672-5214
4073 Eagle River	Vilas Co. Critre	715-478-3848
4075 Elkhorn	Wauchop Co. UWEX	282-214-4951
4033 Elsworth	Pewee Co. Or. Bldg.	715-273-3531
4024 Fond du Lac	Fond du Lac Co. UWEX	920-929-3170
4005 Green Bay	Green Bay Co. UWEX	920-391-4851
4028 Green Lake	Green Lake Co. Critre	920-234-4037
4085 Hayward	Sauk Co. Critre	715-831-4639
4030 Hwy	Iron Co. Critre	715-851-3886
4061 Janesville	Rock Co. Critre	808-674-1289
4017 Juneau	Jackson Co. UWEX	920-814-7289
4044 Kenosha	Dodge Co. Admin. Bldg.	920-386-3190
4035 Kewaunee	Kewaunee Co. UWEX	715-798-4654
4026 La Crosse	Kewaunee Co. UWEX	920-388-7141
4027 Lafayette	La Crosse Co. UWEX	608-785-9583
4028 Lafayette	Rusk Co. Critre	715-532-2151
4026 Lancaster	Grant Co. UWEX	608-723-2126
4015 Madison	The Pyle Ctr.	608-266-9594
4040 Manitowoc	Manitowoc Co. UWEX	920-889-4188
4042 Marinette	Manitowoc Co. Critre	715-732-7510
4033 Mauston	Juneau Co. UWEX	608-947-4929
4070 Medford	Taylor Co. USDA/S&C Ctr.	715-748-3367
4020 Monmouth	Dunn Co. Govt. Ctr.	715-232-1836
4039 Merrill	Liaison Co. UWEX	715-539-1072
4027 Monticello	Green Co. UWEX	608-328-9440
4043 Monticello	Marquette Co. UWEX	608-297-3141
4011 Neillsville	Clark Co. Critre	715-743-5121
4048 Oconto	Oconto Co. Critre	920-834-6845
4083 Oshkosh	James F. Coughlin Ctr.	920-232-1910
4038 Plover	Plover Co. Normal Bldg.	715-339-2355
4031 Port Washington	Ozaukee Co. Admin. Ctr.	282-234-6288
4014 Portage	Calumet Co. Admin. Bldg.	608-742-9880
4014 Prairie du Chen	Calumet Co. UWEX	608-328-0233
4088 Reedburg	Recessing Public Library	608-788-1723
4039 Reinelander	Oshkosh Co. UWEX	715-385-7250
4050 Richland Cr.	Richland Co. UWEX	608-841-6148
4057 Shawano	UN-Hover Falls	715-425-5258
4088 Sheboygan Falls	Shawano Co. Critre	715-326-6138
4008 Siren	Sheboygan Co. UWEX	920-499-8800
4047 Sparta	Burnet Co. Govt. Ctr.	715-349-2151
4056 Stevens Point	Monroe Co. UWEX	608-289-8122
4018 Sturgeon Bay	Washington Co. UWEX	715-635-4444
4019 Superior	Rain City Center	920-746-2280
4072 Viroqua	Door Co. Govt. Ctr.	715-395-1833
4004 Washburn	Douglas Co. Critre	608-637-5276
4080 Waikema	Bayfield Co. Critre	715-373-6104
4041 Waupun	Waikema Co. Admin. Ctr.	282-546-7700
4082 Waupun	Waupun Co. Critre	715-258-6200
4045 Waupun	Marathon Co. UWEX	715-261-1200
4079 West Bend	Waushara Co. Critre	920-787-0416
4071 Whitehall	Milwaukee Co. UWEX	414-258-4600
4056 Wisconsin Rapids	Washington Co. UWEX	282-335-4477
	Govt. Center	715-538-2311, 2308
		715-421-8440

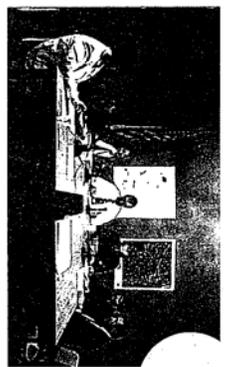
UW-Extension provides equal opportunities in employment and programming, including Title IX requirements.

Cover photo credit: Taken from Local Government Center/UW-Extension's Board of Review video. All rights reserved.

Nonprofit Organization
US POSTAGE PAID
Madison, Wisconsin
Permit No. 658

University of Wisconsin-Extension
Cooperative Extension Service
Local Government Center
610 Langdon Street, Rm. 229
Madison, WI 53703-1104

****AUTO**SCH 3-DIGIT 535 1
APRIL LITTLE
PO BOX 79
BELLEVILLE WI 53508-0079



Sponsored by:
UW-Extension Local Government Center
League of Wisconsin Municipalities
Wisconsin Counties Association
Wisconsin Towns Association
UW-Extension County Offices

Local Government
CENTER
Extension

CURRENT ISSUES
AFFECTING LOCAL
GOVERNMENT OFFICIALS

A WisLine Teleconference Series
2011-2012

CURRENT ISSUES AFFECTING LOCAL GOVERNMENT OFFICIALS

2011-12 Wisline Teleconference Series

- September 8, 2011 (Thursday), 10:30 am - 12:20 pm - DEVELOPING THE ANNUAL BUDGET (#1781-1)** - Learn the general statutory requirements and procedures that local governments are subject to in developing their annual budget. The Village of Brown Deer's budget process and documents will be featured. *Krist Van Gempele, Village Manager of Brown Deer, and Kate Laumon of UWEX Local Government Center.*
- October 4, 2011 (Tuesday), 10:30 am - 12:20 pm - EMPLOYEE RELATIONS AFTER WISCONSIN ACT 10 (#1781-2)** - 2011 Wisconsin Act 10 repealed collective bargaining rights except wages within the limits of an inflation index. In its place the law imposed new employment procedures on all local governments, even those that did not bargain collectively before. Find out about the new policies and procedures that local government bodies and management need to create and implement under the law. *Attty Philip Freebury, Local Government Center, Law Educator, and Atty Daniel Borowski, PhillipsBorowski, S.C.*
- November 8, 2011 (Tuesday), 10:30 a.m. - 12:20 p.m. - COLLABORATIVE LEADERSHIP (#1781-3)** - With shrinking resources and increased demands for public service, local government officials are under pressure to develop innovative ways to meet these needs. The Wisconsin Local Government Institute, in conjunction with Leadership Wisconsin, has developed a program to help local officials collaborate across municipal and county boundaries. *Gary Becker, Executive Director of Wisconsin Local Government Institute; Joann Stormer, Director of Leadership Wisconsin.*

- December 6, 2011 (Tuesday), 10:30 am - 12:20 pm - WISCONSIN DEPARTMENT OF COMMERCE AND LOCAL GOVERNMENTS (#1781-4)** Find out how the newly reorganized Department of Commerce will interface with local governments. *Brenda Hicks, Vice President of Economic & Community Development in the Wisconsin Department of Commerce.*
- February 14, 2012 (Tuesday), 10:30 am - 12:20 pm. - TELECOMMUNICATIONS REGULATION AND BROADBAND EXPANSION (#1781-5)** - Find out how 2011 Wisconsin Act 22 eliminated much of the regulation of telecommunication companies and how this will affect your local government. These changes reflect a larger dialogue about the public and private sector roles in regulating and providing telecommunication services. *Professor Barry Orton of UW-Madison, Professional Development and Applied Studies. Other speakers will be announced.*
- March 13, 2012 (Tuesday) 10:30 am - 12:20 pm. - HOW TO RUN THE ANNUAL TOWN MEETING (#1781-6)** - Find out about the statutory requirements and parliamentary procedures that are necessary to run a successful annual town meeting. *Carol Naurrock, Wisconsin Towns Association.*
- March 27, 2012 (Tuesday), 9:30 a.m. - Noon - REGULATION OF ALCOHOLIC BEVERAGE LICENSING (#1781-7)** - As you ready your municipality for reviewing and issuing licenses, learn about the statutory requirements for alcoholic beverage licenses, municipal licensing actions, recent case law and any legislative changes. *Rick Stadelman, Wisconsin Towns Association; Claire Silverman, League of Wisconsin Municipalities Staff; and Roger Johnson, Department of Revenue.*
- April 10, 2012 (Tuesday), 10:30 a.m. - 12:50 p.m. - CONDUCTING THE ANNUAL BOARD OF REVIEW (#1781-8)** - This program meets the certified training requirement under the law for board of review members; however, you must register and

attend the Wisline program to meet the requirement. Alternatively, registering and listening to the audio-streamed program or the CD also counts for the certified training. This program will help you to become versed in the statutory requirements and procedures for conducting the annual board of review. *Rick Stadelman, Wisconsin Towns Association; and Reed Johnson, Department of Revenue.*

Program repeats on:

- April 24, 2012 (Tuesday), 10:30 am - 12:50 pm. (#1781-9)
- April 26, 2012 (Thursday) 10:30 am - 12:50 pm. (#1781-10)
- May 1, 2012 (Tuesday) 10:30 am - 12:50 pm. (#1781-11)

What is a Wisline?

A Wisline is a live teleconference offered by the University of Wisconsin-Extension. Register by mail, fax or phone to attend at a public Wisline site convenient to you. You will receive a packet of printed materials that will be referred to throughout the program and that you may keep.

If you cannot attend the live session, you have the option to purchase a materials bundle. These are available in one of two formats:

- a CD recording of the program and a copy of the printed materials
 - an online audiostream and PDF of the materials
- Please visit <http://rec.umex.edu/WisLines/AllAboutWislines.html> for more information.

This series of programs is designed to keep local government officials up to date on recent and ongoing issues that affect their communities. Each session will provide ample opportunity for participant questions and comments. Programs will be moderated by UW-Extension's Local Government Center Staff.

If you have a disability and desire accommodations, please advise us when you register. Requests are confidential.

Wisline Registration Form - Series #1781

You can register by phone, at 608-262-0810, by fax, at 800-741-7416, or by mailing this form to: Wisline Registrations, Dept. 111, Room 139, 702 Langdon St, Madison, WI, 53706.

Session materials will be sent to the site you select if you register at least 10 days prior to the event, or to your address if you register late.

Cost: \$20

Can't make it? Order a Materials bundle for sessions in this series. The bundle includes printed materials and a CD recording of the live Wisline session.

Cost: \$28

Questions? Contact the LGC at 608-262-9961.

Exp Date: _____

Cardholder Name: _____

CC #: _____

Credit Card Type: Visa MC Amex

Method: Credit Card Check (endorsed)

Total: _____

Materials bundles: \$28 each

Materials bundles: \$28 each

Payment Information

Govt Unit: _____

Email: _____

City: _____

Phone: (____) _____

Address: _____

Name: _____

Wisline Location: _____

Live Bundle

9/8: Annual Budget

10/4: Employee Relations

11/8: Collaborative Leadership

12/6: Department of Commerce

2/14: Telecommunications

3/13: Annual Town Meeting

3/27: Alcoholic Beverages Regs

4/10: Board of Review

4/24: BOR

4/26: BOR

5/1: BOR

FOCUS

brief 08.18.2011 • No. 15

The total market value of taxable property in Wisconsin fell 1.8% to \$486.9 billion in 2011. Both residential and commercial markets remained weak, but manufacturing values held steady. Net new construction percentages used in calculating municipal and county property tax limits were modest by historical standards.

Capitol notes

■ Recall elections for two Democratic state senators occurred on August 16. Incumbents Bob Wirth (Pleasant Prairie) and Jim Holperin (Conover) retained their seats. The Republican majority in the upper house remains at one, down from five prior to the nine recall elections this summer.

■ A cautionary note: Many property owners think that falling values will lead to lower property taxes. They forget that property tax rates float with values and tax levies. December property tax bills will depend more on property tax levy decisions this fall than on declining values.

■ The state Department of Workforce Development recently assessed employers a charge to pay interest on state unemployment insurance borrowing. Wisconsin currently owes the federal government \$1.1 billion, and the first interest payment is due September 30. The new charge is about 0.2% of taxable payroll.

■ Wisconsin's high school students averaged 22.2 out of 36 on the 2011 ACT college entrance exam. The average is up from 22.1 last year. Participation also increased to 71% of high school graduates from 69% in 2010.

Property value decline continues

Both nationally and in Wisconsin, real estate prices are soft as the housing market continues its multiyear slump. New equalized value figures from the state Department of Revenue (DOR) put numbers to the state's real estate market. The value of all taxable property in the state, as of January 1, 2011, fell 1.8% and continued a string of declines that now stands at three years. After topping \$514 billion (b) in 2008, total equalized values have now had a three-year decline of 5.4%, reaching \$486.9b.

Home values weak

From several perspectives, home values—which are about 71% of total equalized values—continued to look weak. The soft resale market was evident as the value of existing homes dropped 2.3%. That fall was on top of declines of 2.3% and 3.9%, respectively, in the preceding two years.

Residential construction also continued to falter. From 1989 through 2007, the value of new home building averaged 2.5% of total residential values. This year's 0.6% rate was the lowest in at least 30 years.

When all factors are combined, total residential values (\$347.5b) fell 1.6%, mark-

Wis. Equalized Values by Property Type

Values in \$ Billions (Wis. DOR)

Type	Eq. Values		% Ch.
	2010	2011	
Residential	353.1	347.5	-1.6
Commercial	91.5	89.5	-2.3
Manufacturing	12.5	12.5	0.0
Agriculture	2.3	2.2	-3.4
Undeveloped	1.8	1.8	1.2
Ag Forest	2.9	2.8	-2.6
Forest	8.7	8.2	-5.4
Other*	11.1	11.0	-1.1
Real Property	484.0	475.5	-1.7
Pers'l Property	11.9	11.4	-4.9
Total	495.9	486.9	-1.8

*Agricultural buildings and improvements.

ing the third consecutive year of declines in this property category.

Changes vary by type . . .

As the table below shows, the erosion in home values was outpaced by declines in commercial (-2.3%), agricultural (-3.4%), ag forest (-2.6%), and forest properties (-5.4%).

The decline in commercial property is likely a reflection of the struggling economy. These properties held their value longer following the collapse of the housing bubble, but have seen steady declines in the past two years.

Since the late 1990s, agricultural property has been assessed based on its use. After rising for four consecutive years, ag values have now fallen two years in a row.

Two property types bucked the downward trend. Manufacturing values were essentially unchanged from 2010, while undeveloped land rose 1.2%.

. . . and by county

While the total equalized value of all property in the state decreased 1.8%, there was wide variation statewide.

■ **Growth.** Sixteen of Wisconsin's 72 counties had value increases in 2011, an improvement from last year's nine. However, those gains were generally small. Tiny Pepin County led all counties, with a 3.1% increase (see table on back). Monroe (1.7%), Florence (1.5%), and Rusk (1.4%) were the only other counties to top 1%.

■ **Decline.** Twenty-one counties had values fall more than 2% this year. Juneau and Polk had equalized values drop more than 6%, while Oneida's values were down more than 5%.

Continuing their recent trend, counties bordering Minnesota in the Minneapolis region continue to struggle. Along with the relatively large decline in Polk County, Pierce and St. Croix counties had values drop about 4%.

New construction

While the new value figures are informative, municipal and county officials will likely focus on new construction. Since 2005, the state has limited municipal and county levy increases to the greater of net new construction or a specified percentage, which has ranged from 2% to 3.86%. For 2011, that percentage has been reduced to zero, making the new construction figure "the number" for most counties and municipalities.

■ **Counties.** The table at right lists the net new construction percentages for counties. They range from 0.29% in Adams County to almost 2% in nearby Monroe County.

While new construction generally lagged this year, counties near La Crosse

Equalized (Full-Market) Property Values by County
\$ Billions, % Change in E.V. and Net New Construction (NNC), 2010-11

County	Eq. Value				% Change				
	'10	'11	E.V.	NNC	'10	'11	E.V.	NNC	
Adams	2.70	2.56	-5.0	0.29	Marathon	9.84	9.72	-1.2	0.83
Ashland	1.24	1.24	-0.6	0.64	Marquette	3.76	3.65	-2.9	0.94
Barron	3.68	3.69	0.2	0.70	Menominee	1.62	1.59	-1.7	0.44
Bayfield	2.71	2.60	-4.1	0.33	Milwaukee	0.32	0.32	0.2	0.65
Brown	18.44	18.16	-1.5	1.12	Monroe	63.40	61.10	-3.6	0.43
Buffalo	1.02	1.00	-1.4	0.70	Oconto	2.65	2.70	1.7	1.98
Burnett	2.79	2.69	-3.6	0.37	Oneida	3.65	3.60	-1.5	0.75
Calumet	3.49	3.49	-0.1	1.51	Outagamie	7.33	6.96	-5.0	0.30
Chippewa	4.55	4.55	0.0	1.03	Price	13.51	13.31	-1.5	1.06
Clark	1.81	1.78	-1.4	0.91	Racine	10.80	10.71	-0.9	0.67
Columbia	5.12	5.03	-1.7	1.01	Rock	0.54	0.56	3.1	0.63
Crawford	1.11	1.10	-1.1	0.83	Rusk	2.94	2.83	-3.9	0.70
Dane	50.66	50.20	-0.9	0.92	Saint Croix	4.54	4.23	-7.0	0.33
Dodge	6.18	6.04	-2.3	0.93	Sauk	4.98	4.93	-1.0	0.79
Door	7.24	7.17	-1.0	0.72	Sawyer	1.48	1.47	-0.7	0.58
Douglas	3.43	3.41	-0.8	0.62	Shawano	15.23	15.04	-1.2	0.47
Dunn	2.74	2.68	-2.0	0.65	Sheboygan	1.09	1.08	-0.9	0.90
Eau Claire	6.69	6.73	0.6	0.97	Taylor	10.10	9.86	-2.4	0.90
Florence	0.59	0.60	1.5	1.32	Trempealeau	1.16	1.18	1.4	0.44
Fond du Lac	7.03	6.97	-1.0	0.95	Vernon	7.65	7.34	-4.2	0.56
Forest	1.14	1.15	0.4	0.72	Vilas	6.92	6.71	-3.0	0.59
Grant	2.80	2.81	0.1	1.11	Walworth	3.68	3.58	-2.7	0.38
Green	2.67	2.63	-1.6	0.76	Washington	2.99	3.01	0.8	0.71
Green Lake	2.55	2.45	-3.7	0.47	Washburn	9.03	8.89	-1.5	0.59
Iowa	1.89	1.87	-1.1	0.60	Winnebago	1.32	1.32	0.5	0.67
Iron	0.97	0.96	-0.9	0.54	Wood	1.79	1.81	0.7	1.19
Jackson	1.44	1.45	0.4	1.74		1.79	1.77	-1.1	0.89
Jefferson	6.66	6.58	-1.2	0.77		7.55	7.34	-2.8	0.46
Juneau	2.10	1.97	-6.4	0.82		15.00	14.66	-2.3	0.47
Kenosha	14.23	13.72	-3.6	0.66		2.59	2.52	-2.8	0.59
Kewaunee	1.47	1.47	0.3	0.91		13.66	13.47	-1.4	0.71
La Crosse	7.94	7.88	-0.7	0.99		50.29	49.55	-1.5	0.64
Lafayette	1.02	1.02	0.0	1.74		3.88	3.83	-1.5	0.60
Lanlade	1.72	1.69	-1.9	0.78		2.56	2.49	-2.8	0.46
Lincoln	2.38	2.38	0.0	0.58		11.92	11.97	0.4	0.89
Manitowoc	5.40	5.37	-0.4	0.76		4.70	4.70	-0.1	1.05

County came in just below that figure. All were among the top 15 counties in new construction.

Counties with the slowest new construction rates were spread throughout the state. Two of the state's largest—Milwaukee and Racine—were among the 15 counties with the slowest new construction rates.

■ **Municipalities.** While all counties will be able to increase their property tax levies by a small percentage, some municipalities face a property tax freeze. Ten cities, 54 villages, and 58 towns have net new construction percentages of zero or less (razing of buildings can lead to negative new construction figures), so they will face the state-imposed 0% levy increase. Another 661 will have allowable levy increases of less than 0.5%.

Among cities and villages, net new construction topped 5% in Shullsburg, Marquette, Melvina, Belmont, Brownsville, and Chaseburg. Only nine others topped 3%.

Focus is published by the Wisconsin Taxpayers Alliance, 401 N. Lawn Ave., Madison, Wisconsin, three times monthly for three spring months and semi-monthly during other months. Subscriptions are \$54.97 for one year and \$109.97 for three years. WISTAX contributors of \$89 or more receive a free copy. Media reprinting is encouraged with credit to WISTAX requested. In accordance with IRS regulations, WISTAX financial statements are available on request.

3212 Focus #15-11 11/30/2011
VILLAGE OF BELLEVILLE
PO BOX 79
BELLEVILLE WI 53508-0079

Nonprofit Org.
U.S. Postage
PAID
Madison, WI
Permit No. 271

Wisconsin Taxpayers Alliance
401 North Lawn Avenue • Madison, WI 53704-5033
608.241.9789 • www.wistax.org
Address Service Requested



FOCUS

brief 08.30.2011 • No. 16

Wisconsin's recent recall elections, together with money spent and ads run, were unprecedented. However, hindsight shows that 7 of 9 incumbents survived, as saturation advertising turned sleepy summer contests into high-turnout, November-like elections. With party lines sharply drawn, past voter loyalties, along with incumbency, appeared to drive results. The unanswered question is whether the state's political wounds can now heal, or whether major change in state elections, statutes, and government institutions is needed.

Capitol notes

■ *John Scocos is Gov. Scott Walker's (R) choice to be the state's next Veterans Affairs secretary, a post he once held. Scocos served two tours in Iraq and is in the US Army Reserve.*

■ *The 2011-13 state budget extended private school choice to Racine, but not to Green Bay as reported in Focus #14. Our apologies.*

■ *From 2008-09 to 2009-10, Wisconsin reduced state spending on higher education by 6.7%. Fifteen states cut more, while 12 raised funding. (Chronicle of Higher Ed.)*

■ *With a critical mass of states adopting uniform, "streamlined" sales tax laws, federal legislation has been introduced that would permit states to collect sales taxes from non-resident sellers, such as Internet and catalog firms, now tax exempt under a US Supreme Court ruling.*

■ *Colorado referendum petitions would ask November voters to raise income and sales taxes to 2000 levels.*

Hindsight and the summer of our discontent

In the wake of Wisconsin's recent recall elections, three comments are particularly common. Students of history agree that our summer recalls broke records; political activists are convinced that the message voters sent was unambiguous; and editorial writers believe the state's politicians and institutions are equipped to heal our civic wounds.

There is little disputing the record-breaking nature of our recent elections. In every measurable way—lawmakers recalled, money spent, commercials run, and mendacity spewed—this summer was unprecedented. But what voters said and whether our political dysfunction can be reversed are open to question.

Surprise . . . or not?

Partisan "spinmeisters" insist that voter intent was clear (pick one): a wholesale rejection of Republican policies, or a debilitating defeat for Democrats. Results suggest a more nuanced interpretation.

By narrowing the senate majority from five seats to one, retaining GOP control, and returning moderates of both parties, were voters registering dislike for past fiscal mischief, past and present partisan overreach, and relentless political infighting?

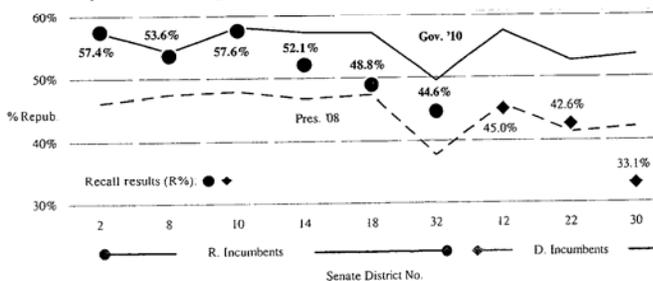
If a major shift in voter sentiment had occurred, recall results should have varied from political norms. Typically, results of November legislative elections reflect incumbent advantage and the partisan leanings of individual districts.

The recall battle began as something different: a late spring, electoral debate over principles that involved individual lawmakers. By August, it had morphed into a typical, November-like clash between the two major parties and their allies.

■ *Partisan norms.* The vote percentages of Republican candidates in the recalls (bold shapes, graph below) fell in a range that would be considered typical, if the "wave" elections of 2008 and 2010 represent "highs" and "lows" for the two parties. For Republicans, Scott Walker's 2010 performance (dark line) was relatively strong, while John McCain's—in the face of an Obama tide (dashed line)—was comparatively weak.

In all but one case, GOP recall percentages fell between those of Gov. Walker and Sen. McCain. For example, even though state Sen. Luther Olsen (R-14th) had never faced a major electoral challenge, he survived with 52.1%, a "normal" percentage halfway between Walker's (57.3%) and McCain's (46.7%).

Senate Recall Results by District: Summer '11 vs. Gov. '10 (—) and Pres. '08 (---) Elections
Republican Percentage Shown (R. incumbents districts, left; D. incumbents, right)



The LaCrosse area's 32nd district produced similar results. Senator Dan Kapanke (R) was defeated by a solid margin. However, his 44.6% showing was not a total surprise, given his district's votes for Gov. Walker (49.5%) last year and for Sen. McCain (37.6%) in 2008. The other senator defeated was Randy Hopper (R-Fond du Lac). The margin was only about two points, and, like Kapanke's, Hopper's vote (48.8%) fell in the expected range (57%-47%).

■ **Incumbency.** Incumbency was an added factor in recall results. Sen. Kapanke and Hopper aside, all but one of the other incumbents, on both sides of the aisle, posted percentages at or above those received by their party leaders, Gov. Walker for Republicans and Pres. Obama for Democrats.

As the chart (p. 1) shows, GOP incumbents in the 2nd, 8th, and 10th districts all approached or matched Gov. Walker's percentages of last November. Likewise, Democratic incumbents in the 12th, 22nd, and 30th districts ran with or ahead of Pres. Obama's strong 2008 showing. The Green Bay area's 30th was the only district where an incumbent ran stronger than recent elections would suggest. There, a major challenge was ended when a sitting legislator did not achieve ballot status.

The power of incumbency is even stronger than these figures suggest. Sen. Kapanke was defeated by six-term in-

cumbent state Rep. Jennifer Shilling (D). Sen. Hopper, still in his first term, lost to a well-known local official, who almost defeated him in 2008.

■ **Turnout.** Voting history and incumbency explain much of the 2011 results, but voter participation cannot be overlooked. Although it is unclear whether massive spending by outside groups on both ends of the political spectrum affected election outcomes, it is clear that unprecedented amounts of direct mail and media advertising pushed people to the polls.

Again, sleepy summer contests, where turnout can vary and results are unpredictable, took on characteristics of hard-fought, high-turnout general elections. In all but two districts, voter participation was at or above 85% of November 2010 levels. In four of the nine, turnout came within 10% of last November; and, in the 10th district bordering Minnesota, it was higher.

Turnout was lower in the 2nd and 30th districts because both incumbents (R and D, respectively) were seen as relatively secure. So intense advertising and get-out-the-vote activity was shifted elsewhere. But even in these two constituencies, turnout was 74% and 60%, respectively, of last November's totals.

Healing or dysfunction?

With recalls over and some legislators pledging comity, pundits are suggest-

ing that compromise can heal the state's political wounds. State residents would welcome that, but there is reason for doubt. Recent months have left deep wounds, strong emotions, and hard-to-erase memories. Interest groups and, to some extent, the major parties have members who reflect these sentiments.

A more unsettling question is whether Wisconsin politics have become fundamentally flawed due to institutional factors. These might include laws that favor incumbents over challengers, major parties over minor ones, and, practically speaking, partisan voters over independents. Other impediments might include erosion of local government influence; a full-time, professional legislature; politicized redistricting; political careerism; and party-interest group symbiosis with attendant financial implications.

If our political dysfunction is institutional, where do we turn for solutions? Other states might provide clues:

- Iowa has nonpartisan redistricting;
- Nebraska's legislature is nonpartisan and unicameral, while New Hampshire's is large, with small, people-friendly districts;
- Minnesota limits grounds for recall to malfeasance or criminal conviction;
- Texas and many other states limit the length of legislative sessions;
- 15 states limit legislative terms; and
- some cities and nations use rank voting, eliminating the need for primaries and ensuring election by voter majorities.

Focus is published by the Wisconsin Taxpayers Alliance, 401 N. Lawn Ave., Madison, Wisconsin, three times monthly for three spring months and semimonthly during other months. Subscriptions are \$54.97 for one year and \$169.97 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 #16-11 11/30/2011
VILLAGE OF BELLEVILLE
PO BOX 79
BELLEVILLE WI 53508-0079

Nonprofit Org.
U.S. Postage
PAID
Madison, WI
Permit No. 271

Wisconsin Taxpayers Alliance
401 North Lawn Avenue • Madison, WI 53704-5033
608.241.9789 • www.wistax.org
Address Service Requested

