

1. Village Board Regular Meeting Agenda

Documents:

[01 01.27.2020 VB AGENDA.PDF](#)

1.1. Village Board Regular Meeting Agenda Packet

Documents:

[01.27.2020 VB AGENDA PACKET.PDF](#)

# **Village Board**

## *Regular Meeting Notice and Agenda*

Village of Cross Plains  
2417 Brewery Road, PO Box 97  
Cross Plains, WI 53528  
(608) 798-3241

**Monday, January 27, 2020**  
**6:00 pm**

- I. Call to Order, Roll Call, and Pledge of Allegiance
- II. Public Comment – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. *Please observe the time limit of 3 minutes.* While the Village Board encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.
- III. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.
  1. Minutes of regular meeting held on December 9, 2019.
  2. Total Disbursements from 12/06/2019 through 01/23/2020 in the amount of \$3,860,181.39 as follows:
    - 110 – General Fund: \$2,942,925.67
    - 120 – Capital Fund: \$203,059.66
    - 130 – Library Fund: \$45,718.79
    - 140 – Parks/Rec Fund: \$38,547.58
    - 150 – Debt Service Fund: \$0.00
    - 310 – TID Fund: \$822.70
    - 660 – Water Fund: \$25,503.74
    - 670 – Sewer Fund: \$603,603.25
  3. Approval of Operator’s (Bartender’s) Licenses for Kailey N. Niebuhr and Nidia Yanet Trevino-Reyes.
- IV. Report of Village Officers
  1. Village President
  2. Village Vice President
  3. Village Administrator/Clerk
  4. Miscellaneous Trustee Reports

V. General Business

1. Discussion and Possible Action Regarding ATV/UTV Road Routes.
2. Discussion and Possible Action Regarding a Request for Proposal for a Parks Plan, Including Preliminary Engineering and Design Work for an Amphitheater in H.M. Zander Community Nature Park.
3. Discussion and Possible Action Regarding Conditional Use Permit Application for Small Solar Energy System Use at 601 Dale Court.
4. Discussion on Local Transportation Funding.
5. Discussion and Possible Action to Request the Multi-Jurisdictional Transfer of Brewery Road and a section N. Hill Point Road from the Town of Berry.
6. Discussion and Possible Action on the Election Day Contingency Plan.
7. Ordinance No. 1-2020: Annexing Sections of CTH P to the Village of Cross Plains.
8. Discussion and Possible Action to Approve Engineering Services for Flood Control.

VI. Closed Session

1. The Village Board will meet in Closed Session pursuant to 19.85(1)(g) of Wisconsin Statutes, "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved in." – Assessments for Duhr Investments, 1861 Ludden Drive.
  - A. Reconvene into Open Session pursuant to 19.85(2) of Wisconsin Statutes.
  - B. Possible Action Regarding Assessments for Duhr Investments, 1861 Ludden Drive.
2. The Village Board will meet in Closed Session pursuant to 19.85(1)(e) of Wisconsin Statutes, "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." – Acquiring Property for Flood Mitigation.
  - A. Reconvene into Open Session pursuant to 19.85(2) of Wisconsin Statutes.

## B. Possible Action Regarding Property Acquisition.

### VII. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or [bchang@cross-plains.wi.us](mailto:bchang@cross-plains.wi.us).

# **Village Board**

## *Regular Meeting Notice and Agenda*

Village of Cross Plains  
2417 Brewery Road, PO Box 97  
Cross Plains, WI 53528  
(608) 798-3241

**Monday, January 27, 2020**  
**6:00 pm**

- I. Call to Order, Roll Call, and Pledge of Allegiance
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2. Discussion and Possible Action Regarding a Request for Proposal for a Parks Plan, Including Preliminary Engineering and Design Work for an Amphitheater in H.M. Zander Community Nature Park.
3. Discussion and Possible Action Regarding Conditional Use Permit Application for Small Solar Energy System Use at 601 Dale Court.
4. Discussion on Local Transportation Funding.
5. Discussion and Possible Action to Request the Multi-Jurisdictional Transfer of Brewery Road and a section N. Hill Point Road from the Town of Berry.
6. Discussion and Possible Action on the Election Day Contingency Plan.
7. Ordinance No. 1-2020: Annexing Sections of CTH P to the Village of Cross Plains.
8. Discussion and Possible Action to Approve Engineering Services for Flood Control.

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Village of Cross Plains  
PO Box 97, 2417 Brewery Road  
Cross Plains, WI 53528  
Phone: (608) 798-3241 ext. 107  
Fax: (608) 798-3817

## Memorandum

To: Village Board of Trustees  
From: Bill Chang, Village Administrator/Clerk  
Date: January 24, 2020  
Re: Village Board Meeting – **January 27, 2020; 6:00 pm**

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I. **Consent Agenda** – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.

1. **Minutes of regular meeting held on December 9, 2019.** – For approval. [PDF 8-14](#)
2. **Total Disbursements from 12/06/2019 through 01/23/2020 in the amount of \$3,860,181.39 as follows:** – For approval. [PDF 15-57](#)
  - 110 – General Fund: \$2,942,925.67
  - 120 – Capital Fund: \$203,059.66
  - 130 – Library Fund: \$45,718.79
  - 140 – Parks/Rec Fund: \$38,547.58
  - 150 – Debt Service Fund: \$0.00
  - 310 – TID Fund: \$822.70
  - 660 – Water Fund: \$25,503.74
  - 670 – Sewer Fund: \$603,603.25
3. **Approval of Operator’s (Bartender’s) Licenses for Kailey N. Niebuhr and Nidia Yanet Trevino-Reyes.** – For approval. [PDF 58-64](#)

II. **General Business**

1. **Discussion and Possible Action Regarding ATV/UTV Road Routes.** – For discussion and direction. [PDF 65-93](#)

The Cross Plains Area Wheelers first introduced the request for opening Village streets as ATV/UTV Road Routes at the June 24, 2019 Village Board meeting. At that time, the Village Board referred the item to the Public Safety Committee and the Park and Recreation Committee for research and recommendation. Since that time, there have been approximately 16 residents that have spoken publicly in favor of allowing ATV/Road Routes in the Village. Staff has received emails from four residents against ATV/Road Routes.

Both the Public Safety Committee and the Park and Recreation Committee held meetings to discuss ATV/UTV Road Routes and concluded that they would support the concept of road/street routes. Should the Village Board move forward on this item, the Public Safety Committee has requested that an ordinance be created and available for them to review

before passage. The Park and Recreation Committee has asked that the program be reviewed after six months and that any and all uses of Village Parks and Open space be by a formal agreement.

The Cross Plains Area Wheelers report that the Town of Cross Plains and the Town of Berry have yet to vote on this issue and private trail options are progressing.

Considering that this process is still progressing and the riding season does not start until May 15th, staff's recommendation to the Village Board would be to allow for staff to draft program parameters and an ordinance for the Board's review at a future meeting. This will allow time for the townships to provide their response and the ATV/UTV Wheeler's club to solidify its private trail options.

**2. Discussion and Possible Action Regarding a Request for Proposal for a Parks Plan, Including Preliminary Engineering and Design Work for an Amphitheater in H.M. Zander Community Nature Park.** – For discussion and approval. [PDF 94](#)

The Village held a public Visioning Session on Wednesday, November 20, 2019. The purpose of the Visioning Session was to, identify the scale, events and opportunities associated with adding a structure in H.M. Zander Community Nature Park, as outlined in the 2019-2024 Parks and Open Space Plan, as the top recommendation for improvement to existing parks. Results for such include:

Size	Design	Events	Amenities	Fund Raising
30'X40'	Arched Roof	Music/Concerts in the Park	Picnic Tables/ Seating	Capital Plan
	Stone Columns	Craft Fair/Arts	Electricity	Naming Rights
	Simple and Contemporary (Plover)	Food Carts	Lighting	Plaques
	Storage	Family Reunions	Stage	Square Flooring Sale
		Farm to Table Meals	Bike Racks	
		Races	Fire Pit	
		Movies in the Park	Grill	
		Weddings		

The Village distributed a communitywide survey online (surveymonkey) November 21-December 20, 2019. Questions were directly in line with the questions from the Visioning Session. The Village received 40 responses, which indicated a high level of support for a multipurpose structure to host live outdoor music. The Parks and Open Space Plan also indicated that residents wanted to see more placemaking improvements, like an outdoor performance venue and place to host public art. The detailed surveys are available at request.

Staff proposed a draft Request for Proposals to hire a qualified firm or consultant(s) to provide conceptual design services to assist in planning the construction of a 30'X40' Poligon Constellation Amphitheater (model picture provided in the attachment for reference only), or similar, open air structure in H.M. Zander Community Nature Park. The design and engineering of this project is particularly important due to its location, susceptibility to flood, and requirements under the Village's Floodplain Ordinance.

Scope of services will include:

Phase 1

- 1) Conceptual site plan and related material to gain support for the project within the community.
- 2) Detailed Cost Estimate for the project.
- 3) Identify and define any encroachments, permits and/or regulatory approval required to be resolved in phase 2.
- 4) All aspects of design will comply with the American with Disabilities Act and State building regulations.
- 5) Attendance at up to 2 public meetings.

Phase 2

- 1) Final Design and Bidding

Phase 3

- 1) Construction

The current Village Capital Improvement Plan does not include funding for this project in 2020. Instead, funding was moved to 2021 because the project was not ready to implement. Considering the rejuvenated interest to get this project going, and the renewed effort from the Lion's Club, staff is requesting that the Village Board approve issuing the Request for Proposal and that funding be reconsidered for conceptual drawings and engineering plans confirmed so that the capital campaign may start this year with a construction date in 2021.

**3. Discussion and Possible Action Regarding Conditional Use Permit Application for Small Solar Energy System Use at 601 Dale Court.** – For approval. See the specific Memorandum in the file. [PDF 95-130](#)

**4. Discussion on Local Transportation Funding.** – For discussion.

President Lengfeld will lead the discussion on possible transportation funding. The discussion is intended to get staff and policy makers to consider different funding options and opportunities before the budgeting cycle starts. **NO EXHIBIT**

**5. Discussion and Possible Action to Request the Multi-Jurisdictional Transfer of Brewery Road and a section N. Hill Point Road from the Town of Berry.** – For approval. [PDF 131-132](#)

The Village is currently working with two separate developers to add residential subdivisions. Both of these developments (Sundance and Creek Crossing at St. Francis) will require annexation of property from the Town of Berry to the Village. In doing so, it will create

jurisdictional conflict and confusion along municipal boundary roads. Not only will there be property line/permitting conflict, many new village residents will have to drive through town section roads to get home.

In effort to get ahead of these issues, staff is recommending that the Village request the jurisdictional transfer of Brewery Road and a section of North Hill Point Road (from County Highway P to Stone Valley Road) from the Town of Berry at the time of annexation. The jurisdictional transfer will transfer rights and obligations to work the road from the Town to the Village.

**6. Discussion and Possible Action on the Election Day Contingency Plan.** – For approval.

The Wisconsin Elections Commission recommends that each municipality have an updated emergency contingency plan for election day. The Village's contingency plan was last approved in 2007 and has not been updated since then. [PDF 133-142](#)

**7. Ordinance No. 1-2020: Annexing Sections of CTH P to the Village of Cross Plains.** – For approval; Roll call vote needed. [PDF 143-148](#)

Ownership of certain sections of County Highway P have been transferred from Dane County to the Village of Cross Plains. These sections are currently in the Town of Berry. The Village Board approved the petition to annex this section into the Village to clean up the municipal boundary. The approval and publication of the ordinance will conclude this process.

**8. Discussion and Possible Action to Approve Engineering Services for Flood Control.** – For approval. [PDF 149-261](#)

The Village Board approved \$60,000 for stormwater mitigation in 2020. There are also opportunities in 2020 for the Village to obtain grants to assist in flood mitigation construction and time is of the essence to submit applications for these grants. The Village Board approved staff to issue a Request for Qualifications in November of 2019 for Flood Mitigation Engineering and Design Services. Staff received seven qualified responses. The selection committee met in December and chose to move forward to contract negotiation with Jewell Associates Engineers. Their statement has been included for your reference. Staff and Jewell are presented an engineering contract for the Village Board's review and approval.

## **Village Board**

### Regular Meeting Minutes

Village of Cross Plains  
2417 Brewery Road, PO Box 97  
Cross Plains, WI 53528  
(608) 798-3241

**Monday, December 9, 2019**

**7:00 pm**

**I. Call to Order, Roll Call, and Pledge of Allegiance**

President Lengfeld called the regular Village Board meeting to order at 7:01 p.m.

Present: Trustees Bill Brosius, Lori Zander, Sarah Francois, Kevin Thusius, Lee Sorensen, Judy Ketelboeter, and President Jay Lengfeld.

Also, Present: Village Administrator/Clerk Bill Chang, Public Facilities Director Jerry Gray, Village Attorney Paul Johnson, Fire Chief Dale Lochner, Adam Ryan, Jamie Zajicek, Kyle Collins, Cameron Bjorklund, and Michael Pomykalski.

**II. Public Comment – There were no public comments**

**III. Consent Agenda –**

Trustee Brosius requested that Item #4 be removed from the Consent Agenda for discussion and action under General Business. A motion was made by Trustee Sorenson, seconded by Trustee Francois, and unanimously carried by the Village Board, to approve the consent agenda as amended.

**1. Minutes of regular meeting held on November 25, 2019 and December 2, 2019.**

**2. Total Disbursements from 11/21/2019 through 12/5/2019 in the amount of \$429,973.95 as follows:**

- 110 – General Fund: \$32,041.90
- 120 – Capital Fund: \$216,098.96
- 130 – Library Fund: \$6,382.84
- 140 – Parks/Rec Fund: \$6,817.91
- 150 – Debt Service Fund: \$0.00
- 310 – TID Fund: \$47,120.00
- 660 – Water Fund: \$9,331.56
- 670 – Sewer Fund: \$112,180.78

**3. Approval of Operator's (Bartender's) License for Jaye R. Capel.**

#### **IV. Report of Village Officers**

##### **1. Village President**

- a. President Lengfeld noted that he would be sending a memorandum to the Village Board regarding his position on the Sundance Residential Subdivision for information only.

##### **2. Village Vice President – no report**

##### **3. Village Administrator/Clerk – no report**

##### **4. Miscellaneous Trustee Reports**

- a. Trustee Zander asked for clarification as to why the subject of alternate side parking was referred back to the Public Safety Committee for review when they Public Safety Committee clearly recommended not to move forward with it. President Lengfeld answered that the issue being sent back to the Public Safety Committee is to identify parking areas for residents when there is a parking ban in place.
- b. Trustee Brosius reported that the Ice Age Trail Alliance will be holding a night hike on December 20<sup>th</sup> at 5:30 pm.

#### **V. General Business**

##### **1. Consideration of the request from Horizon Investment Associates, LLC., to approve the Final Plat for the Scenic Valley Subdivision along County Highway KP, in the Village of Cross Plains, Dane County, Wisconsin (Parcel Nos. 0707-044-8551-1, 0707-043-8004-1, and 0707-043-9503-1).**

###### **A. Discussion and Possible Action Regarding the Scenic Valley Impact Fees Agreement.**

A motion was made by Trustee Sorensen and seconded by Trustee Brosius, to approve the Scenic Valley Impact Fees Agreement. Roll call vote requested. YES – Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

###### **B. Discussion and Possible Action Regarding Scenic Valley Cost Recovery Agreement.**

A motion was made by Trustee Brosius and seconded by Trustee Francois, to approve the Scenic Valley Cost Recovery Agreement. Roll call vote requested. YES – Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**C. Discussion and Possible Action Regarding Scenic Valley Developer's Agreement.**

A motion was made by Trustee Thusius and seconded by Trustee Sorensen, to approve the Scenic Valley Developer's Agreement. Roll call vote requested. YES – Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**D. Discussion and Possible Action to Reaffirm the Variances from the Village's Subdivision Ordinance and Conditionally Approve the Scenic Valley Final Plat.**

A motion was made by Trustee Ketelboeter and seconded by Trustee Francois, to reaffirm the variance from the Scenic Valley Subdivision Ordinance. Roll call vote requested. YES – Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

A motion was made by Trustee Sorensen and seconded by Trustee Brosius, to approve Scenic Valley Final Plat conditioned on the following three items:

1. Proof of transfer of all property on the plat to Horizon Associates, LLC, and
2. Village approval of the sanitary lift station plans, and
3. The drainage easement for the storm water outlet be executed and record.

Roll call vote requested. YES – Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**2. Consideration of Various Conditional Use Permit Applications for Small Solar Energy Systems in the Village of Cross Plains.**

**A. Discussion and Possible Action Regarding David and Candice Montag Conditional Use Permit Application for Small Solar Energy System Use at 3023 Allies Lane.**

A motion was made by Trustee Ketelboeter and seconded by Trustee Brosius, to approve the conditional use permit application for small solar energy system use at 3023 Allies Lane with the following conditions:

- a. Applicant must obtain all necessary permits.
- b. Applicants must abide by all ordinances, laws, and statutes.

Roll call vote requested. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**B. Discussion and Possible Action Regarding Joseph and Rachel Acker Conditional Use Permit Application for Small Solar Energy System Use at 3004 Allies Lane.**

A motion was made by Trustee Thusius and seconded by Trustee Francois, to approve the conditional use permit application for small solar energy system use at 3004 Allies Lane with the following conditions:

- a. Applicant must obtain all necessary permits.
- b. Applicants must abide by all ordinances, laws, and statutes.

Roll call vote requested. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**C. Discussion and Possible Action Regarding Dan Stanford Conditional Use Permit Application for Small Solar Energy System Use at 4003 Saint Francis Street.**

A motion was made by Trustee Thusius and seconded by Trustee Brosius, to approve the conditional use permit application for small solar energy system use at 4003 Saint Francis Street with the following conditions:

- a. Applicant must obtain all necessary permits.
- b. Applicants must abide by all ordinances, laws, and statutes.

Roll call vote requested. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**D. Discussion and Possible Action Regarding Matthew and Melinda Statz Conditional Use Permit Application for Small Solar Energy System Use at 2010 Lewis Street.**

A motion was made by Trustee Sorensen and seconded by Trustee Francois, to approve the conditional use permit application for small solar energy system use at 2010 Lewis Street with the following conditions:

- a. Applicant must obtain all necessary permits.
- b. Applicants must abide by all ordinances, laws, and statutes.

Roll call vote requested. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**E. Discussion and Possible Action Regarding Brian and Jennifer Bonti Conditional Use Permit Application for Small Solar Energy System use located at 2710 S. Elmwood Circle E.**

A motion was made by Trustee Thusius and seconded by Trustee Brosius, to approve the conditional use permit application for small solar energy system use at 2710 S. Elmwood Circle E. with the following conditions:

- a. Applicant must obtain all necessary permits.
- b. Applicants must abide by all ordinances, laws, and statutes.
- c. Current and potential conflicted properties shall file notices or record remedies.

Roll call vote requested. NO – None. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. Motion carries 7-0.

**F. Discussion and Possible Action Regarding Timothy and Jenifer Dederling Conditional Use Permit Application for Small Solar Energy System use located at 4005 Creek Side Way.**

A motion was made by Trustee Thusius and seconded by Trustee Zander, to approve the conditional use permit application for small solar energy system use at 4005 Creek Side Way with the following conditions:

- a. Applicant must obtain all necessary permits.
- b. Applicants must abide by all ordinances, laws, and statutes.

Roll call vote requested. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

**3. Resolution No. 13-2019: Submitting an Application to the Capital Area Regional Planning Commission to Amend the Urban Surface Area for the Village of Cross Plains - Creek Crossing at St. Francis Development.**

A motion was made by Trustee Thusius, seconded by Trustee Brosius, and unanimously carried by the Village Board, to approve Resolution No. 13-2019: Submitting an Application to the Capital Area Regional Planning Commission to Amend the Urban Service Area for the Village of Cross Plains – Creek Crossing at St. Francis Development.

**4. Discussion and Possible Action to Approve the 2020-2024 Madison Area Municipal Storm Water Partnership Intergovernmental Agreement.**

A motion was made by Trustee Francois, seconded by Trustee Sorensen, and unanimously carried by the Village Board, to approve the 2020-2024 Madison Area Municipal Storm Water Partnership Intergovernmental Agreement.

**5. Appointment of Election Inspectors for 2020-2021 Election Cycle.**

Trustee Brosius has submitted his declaration for candidacy for Village Trustee, therefore requesting his name be removed from the list of Election Inspectors for the 2020 Spring Election. A motion was made by Trustee Ketelboeter, seconded by Trustee Thusius, and carried by the Village Board, to approve the appointment of Election Inspectors for the 2020-2021 Election Cycle as amended. Trustee Brosius abstained.

**VI. Closed Session**

- 1. The Village Board will meet in Closed Session pursuant to 19.85(1)(g) of Wisconsin Statutes, “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved in.” – Assessments for Duhr Investments, 1861 Ludden Drive.**

A motion was made by Trustee Ketelboeter and seconded by Trustee Thusius, to convene into Closed Session pursuant to 19.85(1)(g) of Wisconsin Statutes, “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved in.” to discuss assessments for Duhr Investments, 1861 Ludden Drive. Roll call vote requested. YES- Trustees Brosius, Zander, Francois, Thusius, Sorensen, Ketelboeter, and President Lengfeld. NO – None. Motion carries 7-0.

- 2. Reconvene into Open Session pursuant to 19.85(2) of Wisconsin Statutes.**

A motion was made by Trustee Sorensen, seconded by Trustee Thusius, and unanimously carried by the Village Board, to reconvene into Open Session pursuant to 19.85(2) of the Wisconsin Statutes.

- 3. Discussion and Possible Action Regarding Assessments for Duhr Investments, 1861 Ludden Drive.**

A motion was made by President Lengfeld and seconded by Trustee Thusius, to authorized the Villages insurance attorney to negotiate a settlement with Duhr Investments. Roll call vote requested. YES- Trustees Brosius, Francois, Thusius, Sorensen, and President Lengfeld. No – None. ABSTAINED – Trustees Ketelboeter and Zander. Motion carries 5-0-2.

**VII. Adjournment**

A motion was made by Trustee Ketelboeter, second by Trustee Brosius, and unanimously carried by the Village Board, to adjourn. Meeting ended at 8:42 p.m.

Proper notice of this meeting was given to the public and posted on the public bulletin boards in accordance with the Open Meeting Law.

Respectfully submitted,

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Bill Chang  
Village Administrator/Clerk

Report Criteria:  
 Report type: GL detail  
 Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48055</b>								
12/19	12/18/2019	AMAZON	60457 8781 010	130-55110-304-105	SUPPLIES GENERAL	381.94	381.94	48055
12/19	12/18/2019	AMAZON	60457 8781 010	130-55110-306-000	PROGRAMS	11.08	11.08	48055
12/19	12/18/2019	AMAZON	60457 8781 010	130-55110-304-104	SUPPLIES AUDIOVISUAL	354.66	354.66	48055
Total 48055:							747.68	
<b>48056</b>								
12/19	12/18/2019	American Red Cross-Health & Safety Se	22228735	110-52100-205-000	CPR TRAINING, INVOICE #22104038	180.00	180.00	48056
12/19	12/18/2019	American Red Cross-Health & Safety Se	22228735	670-53610-301-000	SAFETY TRAINING	30.00	30.00	48056
Total 48056:							210.00	
<b>48057</b>								
12/19	12/18/2019	Baer Insurance Services, LLC	3260	110-51540-209-000	WORKERS COMP - GF	5,552.30	5,552.30	48057
12/19	12/18/2019	Baer Insurance Services, LLC	3260	660-51400-924-000	WORKERS COMP - WATER	1,281.30	1,281.30	48057
12/19	12/18/2019	Baer Insurance Services, LLC	3260	670-53610-209-000	WORKERS COMP - SEWER	1,708.40	1,708.40	48057
12/19	12/18/2019	Baer Insurance Services, LLC	3287	110-51540-209-000	LIABILITY & AUTO INSURANCE	5,253.95	5,253.95	48057
12/19	12/18/2019	Baer Insurance Services, LLC	3287	660-51400-924-000	LIABILITY & AUTO INSURANCE	1,212.45	1,212.45	48057
12/19	12/18/2019	Baer Insurance Services, LLC	3287	670-53610-209-000	LIABILITY & AUTO INSURANCE	1,616.60	1,616.60	48057
Total 48057:							16,625.00	
<b>48058</b>								
12/19	12/18/2019	BAKER & TAYLOR INC.	2034973873	130-55110-304-101	SUPPLIES BOOKS	378.66	378.66	48058
Total 48058:							378.66	
<b>48059</b>								
12/19	12/18/2019	Christopher Norland	12.19	110-12110-000-000	Overpayment on Taxes	93.75	93.75	48059
Total 48059:							93.75	
<b>48060</b>								
12/19	12/18/2019	Cintas Corporation #446	14842154-12.19	110-53300-178-000	Uniform Service	375.87	375.87	48060

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
12/19	12/18/2019	Cintas Corporation #446	14843099-12.19	110-51600-207-000	Mat Service	54.32	54.32	48060
12/19	12/18/2019	Cintas Corporation #446	14843099-12.19	110-52100-207-000		60.69	60.69	48060
Total 48060:							490.88	
<b>48061</b>								
12/19	12/18/2019	Civic Systems, LLC	CVC18453	110-51510-207-000	10/1-12/31 SUPPORT FEES	1,100.00	1,100.00	48061
12/19	12/18/2019	Civic Systems, LLC	CVC18453	660-51400-923-000	10/1-12/31 SUPPORT FEES	1,100.00	1,100.00	48061
12/19	12/18/2019	Civic Systems, LLC	CVC18453	670-51510-207-000	10/1-12/31 SUPPORT FEES	1,100.00	1,100.00	48061
12/19	12/18/2019	Civic Systems, LLC	CVC18453	110-51510-207-000	MIVIEWPOINT 10/1-12/31	50.00	50.00	48061
12/19	12/18/2019	Civic Systems, LLC	CVC18453	660-51400-923-000	MIVIEWPOINT 10/1-12/31	50.00	50.00	48061
12/19	12/18/2019	Civic Systems, LLC	CVC18453	670-51510-207-000	MIVIEWPOINT 10/1-12/31	50.00	50.00	48061
12/19	12/18/2019	Civic Systems, LLC	CVC18453	110-51510-207-000	ONSITE TRAINING - NEW SOFTWARE	426.28	426.28	48061
Total 48061:							3,876.28	
<b>48062</b>								
12/19	12/18/2019	Core Technology Corporation	MN3001190-2	110-52100-204-000	RMS DUES, INVOICE #MN3000241	4,076.54	4,076.54	48062
Total 48062:							4,076.54	
<b>48063</b>								
12/19	12/18/2019	Crescent Electric Supply Co.	S507212737.00	140-55200-304-000	BULBS, MAINTENANCE AFTER SCHOOL	179.80	179.80	48063
12/19	12/18/2019	Crescent Electric Supply Co.	S507212737.00	110-53300-305-103	LIGHT BULBS	36.01	36.01	48063
Total 48063:							215.81	
<b>48064</b>								
12/19	12/18/2019	CROSS PLAINS OPTIMIST CLUB	12.19	130-55110-204-000	SUBSCRIPTIONS DUES	80.00	80.00	48064
Total 48064:							80.00	
<b>48065</b>								
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	110-51600-203-000	WATER/SEWER - 1309 BOURBON RD	40.25	40.25	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	130-51600-203-000	WATER/SEWER - LIBRARY	162.42	162.42	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	110-51600-203-000	WATER/SEWER - LIBRARY COMMUNITY ROOM	54.14	54.14	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	140-55200-203-000	WATER/SEWER - MARY'S PLACE	88.05	88.05	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	110-52100-203-000	WATER/SEWER - POLICE	20.08	20.08	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	140-55420-203-000	WATER/SEWER - POOL	182.50	182.50	48065

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	670-51600-203-000	WATER/SEWER - SEWER PLANT	669.00	669.00	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	110-53300-203-000	WATER/SEWER - SHOP	267.64	267.64	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	110-51600-203-000	WATER/SEWER - VILLAGE OFFICE	40.04	40.04	48065
12/19	12/18/2019	CROSS PLAINS WATER-SEWER UTILI	12.19	140-55200-303-000	WATER/SEWER - BAER PARK SHELTER	98.93	98.93	48065
Total 48065:							1,623.05	
<b>48066</b>								
12/19	12/18/2019	DANE-IOWA WASTEWATER	2378	670-53630-207-000	BIOSOLIDS DISPOSAL	8,312.65	8,312.65	48066
Total 48066:							8,312.65	
<b>48067</b>								
12/19	12/18/2019	David Deavers	12.19	110-12110-000-000	Overpayment on Taxes	1,894.06	1,894.06	48067
Total 48067:							1,894.06	
<b>48068</b>								
12/19	12/18/2019	Demco	6735471	130-55110-304-105	SUPPLIES GENERAL	90.57	90.57	48068
Total 48068:							90.57	
<b>48069</b>								
12/19	12/18/2019	H.J. Pertzborn Plumbing & Fire Protectio	33007	130-55110-301-000	QUARTERLY SPRINKLER INSPECTION	100.00	100.00	48069
Total 48069:							100.00	
<b>48070</b>								
12/19	12/18/2019	Heidi Ropa	12.19	140-55300-207-000	Yoga Instructor	160.00	160.00	48070
Total 48070:							160.00	
<b>48071</b>								
12/19	12/18/2019	Hi-Viz Safety by Midwest Patch	0961	670-53610-301-000	SAFETY JACKET	55.00	55.00	48071
Total 48071:							55.00	
<b>48072</b>								
12/19	12/18/2019	Jen Feltz	12.19	140-55300-207-000	Yoga Instructor	763.50	763.50	48072

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48072:							763.50	
<b>48073</b>								
12/19	12/18/2019	KALSCHEUR IMPLEMENT CO.	25417	120-57300-803-000	SNOW PLOW	7,658.00	7,658.00	48073
12/19	12/18/2019	KALSCHEUR IMPLEMENT CO.	25418	120-57300-803-000	SALTER	6,174.00	6,174.00	48073
Total 48073:							13,832.00	
<b>48074</b>								
12/19	12/18/2019	Kwik Trip	3000665-12.19	140-55200-303-000	FUEL - PARKS	49.28	49.28	48074
12/19	12/18/2019	Kwik Trip	3000665-12.19	110-53300-303-000	FUEL - PF	888.49	888.49	48074
12/19	12/18/2019	Kwik Trip	3000665-12.19	110-52100-303-000	FUEL - POLICE	540.80	540.80	48074
12/19	12/18/2019	Kwik Trip	3000665-12.19	660-53700-673-000	FUEL - WATER	60.64	60.64	48074
12/19	12/18/2019	Kwik Trip	3000665-12.19	670-53610-303-000	FUEL - SEWER	60.64	60.64	48074
Total 48074:							1,599.85	
<b>48075</b>								
12/19	12/18/2019	Lantech Services, LLC	0000702	110-52100-302-000	Technology	85.00	85.00	48075
Total 48075:							85.00	
<b>48076</b>								
12/19	12/18/2019	Lee Recreation LLC	12278-19	140-55200-305-000	ENGINEERED WOOD FIBER	2,530.00	2,530.00	48076
12/19	12/18/2019	Lee Recreation LLC	12280-19	120-57300-805-107	2018 FLOOD	7,685.00	7,685.00	48076
Total 48076:							10,215.00	
<b>48077</b>								
12/19	12/18/2019	Lisa M. Davis	10.1.19	110-52100-301-000	Reimbursement for Back Pack	52.73	52.73	48077
12/19	12/18/2019	Lisa M. Davis	12.19	110-52100-207-000	CLEANING SERVICE	150.00	150.00	48077
Total 48077:							202.73	
<b>48078</b>								
12/19	12/18/2019	MADISON GAS & ELECTRIC	10219731 - 12.1	140-55200-203-000	ELECTRIC - HICKORY HILL	79.64	79.64	48078
12/19	12/18/2019	MADISON GAS & ELECTRIC	28987345 - 12.1	660-53700-623-000	GAS - MILITARY RD GENERATOR	28.89	28.89	48078
12/19	12/18/2019	MADISON GAS & ELECTRIC	29689114 - 12.1	110-51600-203-000	ELECTRIC - SPRINGFIELD RD SIGN	27.10	27.10	48078

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-51600-203-000	GAS & ELECTRIC - 1309 BOURBON RD	260.94	260.94	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-52100-203-000	GAS & ELECTRIC - 2417 BREWERY RD - POLICE	119.93	119.93	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	130-51600-203-000	GAS & ELECTRIC - LIBRARY	1,501.45	1,501.45	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-51600-203-000	GAS & ELECTRIC - LIBRARY COMMUNITY ROOM	500.48	500.48	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-51600-203-000	ELECTRIC - 998 MAIN ST SIREN	80.92	80.92	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	140-55200-203-000	ELECTRIC - PARKS	157.57	157.57	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-51600-203-000	ELECTRIC - ENTRANCE SIGNS	148.90	148.90	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-51600-203-000	GAS & ELECTRIC - 2417 BREWERY RD OFFICE	239.14	239.14	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-53420-207-000	ELECTRIC - STREET LIGHTS	5,789.57	5,789.57	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	660-53700-623-000	GAS & ELECTRIC - WATER DEPT	2,529.63	2,529.63	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	670-51600-203-000	GAS & ELECTRIC - SEWER DEPT	4,305.58	4,305.58	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	110-53300-203-000	GAS & ELECTRIC - 1225 BOURBON RD SHOP	707.14	707.14	48078	
12/19	12/18/2019	MADISON GAS & ELECTRIC	40646069	140-55420-203-000	GAS & ELECTRIC - POOL	371.60	371.60	48078	
Total 48078:							16,848.48		
<b>48079</b>									
12/19	12/18/2019	Maintenance Services of Madison, Inc.	9803	110-51600-207-000	Janitorial Services	241.06	241.06	48079	
12/19	12/18/2019	Maintenance Services of Madison, Inc.	9803a	130-51600-207-000	SUPPORT SERVICES	649.12	649.12	48079	
12/19	12/18/2019	Maintenance Services of Madison, Inc.	9803a	130-55110-304-105	SUPPLIES GENERAL	74.02	74.02	48079	
Total 48079:							964.20		
<b>48080</b>									
12/19	12/18/2019	Mandi Schoville	12.19	140-46725-000-000	Basketball Refund	75.00	75.00	48080	
Total 48080:							75.00		
<b>48081</b>									
12/19	12/18/2019	MCCROMETER, INC.	532183 RI	660-53700-676-000	6 IN METER TESTING	612.92	612.92	48081	
Total 48081:							612.92		
<b>48082</b>									
12/19	12/18/2019	Middleton Cooperative	170070-12.19	110-53300-303-000	FUEL	2,391.39	2,391.39	48082	
12/19	12/18/2019	Middleton Cooperative	170070-12.19a	140-55200-305-000	MAINTENANCE	339.98	339.98	48082	
Total 48082:							2,731.37		

GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48083</b>								
12/19	12/18/2019	Middleton-Cross Plains School District1	17133	140-55300-306-103	FULL DAY CAMP - BUS	142.09	142.09	48083
Total 48083:							142.09	
<b>48084</b>								
12/19	12/18/2019	Midwest Patch	2770	660-53700-673-000	TEMP PATCH FOR WATER BREAK HLESQ	1,545.60	1,545.60	48084
Total 48084:							1,545.60	
<b>48085</b>								
12/19	12/18/2019	MIDWEST TAPE	98289954	130-55110-304-104	SUPPLIES-AUDIOVISUAL	86.07	86.07	48085
Total 48085:							86.07	
<b>48086</b>								
12/19	12/18/2019	Mikes Automotive	84330	110-52100-305-000	HEADLIGHT BULB	45.96	45.96	48086
Total 48086:							45.96	
<b>48087</b>								
12/19	12/18/2019	NORTHWEST DANE COUNTY SERVIC	12.19	140-55200-305-000	MAINTENANCE	349.00	349.00	48087
Total 48087:							349.00	
<b>48088</b>								
12/19	12/18/2019	Northwestern Stone LLC	38393	660-53700-673-000	WATER BREAK	254.61	254.61	48088
Total 48088:							254.61	
<b>48089</b>								
12/19	12/18/2019	PREMIER COOPERATIVE	5192604-12.19	670-53610-303-000	FUEL FOR TANK HEATER	238.41	238.41	48089
Total 48089:							238.41	
<b>48090</b>								
12/19	12/18/2019	PUBLIC SERVICE COMMISSION OF WI	1911-I-01450	660-51400-923-000	REVIEW WATER RATE CASE APPLICATION	914.27	914.27	48090

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48090:							914.27	
<b>48091</b>								
12/19	12/18/2019	SAEMAN LUMBER CO.	1912-585140	140-55200-305-000	MAINTENANCE	4.25	4.25	48091
Total 48091:							4.25	
<b>48092</b>								
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	110-21345-000-000	LIFE INSURANCE - ADDITIONAL	343.74	343.74	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	110-21346-000-000	LIFE INSURANCE-SUPPLEMENTAL	116.97	116.97	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	110-52100-176-000	LIFE INSURANCE-POLICE	94.10	94.10	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	110-53300-176-000	LIFE INSURANCE-PF	67.50	67.50	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	140-51430-176-000	LIFE INSURANCE-REC	11.86	11.86	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	660-51400-926-176	LIFE INSURANCE-WATER	24.33	24.33	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	670-53610-176-000	LIFE INSURANCE-SEWER	34.35	34.35	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	110-51430-176-000	LIFE INSURANCE-ADMIN	23.70	23.70	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	110-21347-000-000	LIFE INSURANCE - SPOUSE	22.75	22.75	48092
12/19	12/18/2019	Securian Financial Group, Inc.	174980-1/20	130-51430-176-000	LIFE INSURANCE - LIBRARY	85.54	85.54	48092
Total 48092:							824.84	
<b>48093</b>								
12/19	12/18/2019	SOUTH CENTRAL LIBRARY SYSTEM	19-898	130-55110-304-105	SUPPLIES-GENERAL	79.19	79.19	48093
12/19	12/18/2019	SOUTH CENTRAL LIBRARY SYSTEM	19-918	130-55110-304-101	DIGITAL MEDIA ANNUAL FEE	2,085.00	2,085.00	48093
12/19	12/18/2019	SOUTH CENTRAL LIBRARY SYSTEM	19-919	130-55110-304-102	SUPPLIES REFERENCE	161.71	161.71	48093
Total 48093:							2,325.90	
<b>48094</b>								
12/19	12/18/2019	Spectrum	0012105120719	110-52100-202-000	INTERNET SERVICE	109.98	109.98	48094
12/19	12/18/2019	Spectrum	0018482120119	110-51600-202-000	INTERNET & TV - VILLAGE HALL	165.39	165.39	48094
Total 48094:							275.37	
<b>48095</b>								
12/19	12/18/2019	State Bank of Cross Plains1	0193-12.19	130-55110-306-000	PROGRAMS	48.46	48.46	48095
12/19	12/18/2019	State Bank of Cross Plains1	0193-12.19	130-55110-304-105	SUPPLIES-GENERAL	12.99	12.99	48095
12/19	12/18/2019	State Bank of Cross Plains1	0193-12.19	130-55110-205-000	MEETINGS	500.00	500.00	48095

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
12/19	12/18/2019	State Bank of Cross Plains1	2553-12.19	110-51510-304-000	PAPER - TAX BILL INSERTS	26.55	26.55	48095
12/19	12/18/2019	State Bank of Cross Plains1	2553-12.19	110-51410-201-000	POSTAGE - CERTIFIED MAIL	12.30	12.30	48095
12/19	12/18/2019	State Bank of Cross Plains1	2553-12.19	110-51410-302-000	CLOUD BACK UP	19.98	19.98	48095
12/19	12/18/2019	State Bank of Cross Plains1	3230-12.19	140-55300-306-101	RECREATION SUPPLIES	145.52	145.52	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	110-53300-304-101	SUPPLIES GENERAL	1,009.61	1,009.61	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	110-51100-302-000	MICROSOFT CHARGES	35.00	35.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	110-51410-302-000	MICROSOFT CHARGES	10.00	10.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	110-51600-302-000	MICROSOFT CHARGES	15.00	15.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	110-53300-302-000	MICROSOFT CHARGES	18.19	18.19	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	140-55300-302-000	MICROSOFT CHARGES	18.00	18.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	660-51400-921-000	MICROSOFT CHARGES	18.00	18.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5912-12.19	670-53610-302-000	MICROSOFT CHARGES	18.00	18.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-304-105	SUPPLIES GENERAL	15.76	15.76	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-304-105	SUPPLIES GENERAL	78.47	78.47	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-304-105	SUPPLIES GENERAL	2.11	2.11	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-304-105	SUPPLIES GENERAL	4.78	4.78	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-201-000	POSTAGE	3.10	3.10	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-201-000	POSTAGE	3.59	3.59	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-201-000	POSTAGE	55.00	55.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	5987-12.19	130-55110-306-000	PROGRAMS	41.97	41.97	48095
12/19	12/18/2019	State Bank of Cross Plains1	6216-12.19	110-52100-205-000	TRAINING	695.00	695.00	48095
12/19	12/18/2019	State Bank of Cross Plains1	6240-12.19	110-52100-205-000	TRAINING	160.00	160.00	48095
Total 48095:							2,967.38	
<b>48096</b>								
12/19	12/18/2019	STATE LABORATORY OF HYGIENE	616882	660-53700-642-200	FLOURIDE SAMPLING	26.00	26.00	48096
Total 48096:							26.00	
<b>48097</b>								
12/19	12/18/2019	TDS TELECOM	608-798-0314 -	110-53300-202-000	608-798-0314	32.77	32.77	48097
12/19	12/18/2019	TDS TELECOM	608-798-1551 -	110-51200-202-000	TELEPHONE	32.77	32.77	48097
12/19	12/18/2019	TDS TELECOM	608-798-1830 -	670-51600-202-000	608-798-1830	209.24	209.24	48097
12/19	12/18/2019	TDS TELECOM	608-798-3241 -	110-51600-202-000	608-798-3241	264.15	264.15	48097
12/19	12/18/2019	TDS TELECOM	608-798-3881 -	130-51600-202-000	608-798-3881	134.08	134.08	48097
12/19	12/18/2019	TDS TELECOM	608-798-3881 -	110-51600-202-000	LIBRARY COURTESY PHONE	42.27	42.27	48097
12/19	12/18/2019	TDS TELECOM	608-798-3891 -	140-55420-203-000	608-798-3891	42.73	42.73	48097
12/19	12/18/2019	TDS TELECOM	608-798-4060 -	110-53300-202-000	608-798-4060	157.10	157.10	48097

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
12/19	12/18/2019	TDS TELECOM	608-798-4100 -	110-51200-202-000	TELEPHONE	146.32	146.32	48097
12/19	12/18/2019	TDS TELECOM	608-798-4625 -	660-51400-923-000	608-798-4625	42.53	42.53	48097
Total 48097:							1,103.96	
<b>48098</b>								
12/19	12/18/2019	Terri Z. Buechner	11.19	140-55300-207-000	YOGA INSTRUCTOR	360.00	360.00	48098
Total 48098:							360.00	
<b>48099</b>								
12/19	12/18/2019	TERRYS PIGGLY WIGGLY	#455-12.19	130-55110-306-000	PROGRAMS	94.96	94.96	48099
12/19	12/18/2019	TERRYS PIGGLY WIGGLY	1226	140-55300-306-103	AFTER SCHOOL SUPPLIES	12.99	12.99	48099
12/19	12/18/2019	TERRYS PIGGLY WIGGLY	4055	110-52100-304-000	BATTERIES	14.98	14.98	48099
12/19	12/18/2019	TERRYS PIGGLY WIGGLY	8141	140-55300-306-103	AFTER SCHOOL SUPPLIES	12.65	12.65	48099
12/19	12/18/2019	TERRYS PIGGLY WIGGLY	8543	110-53300-304-101	LIBRARY SOFTENER SALT	14.59	14.59	48099
Total 48099:							150.17	
<b>48100</b>								
12/19	12/18/2019	THE PENWORTHY COMPANY	0556756-IN	130-55110-304-101	SUPPLIES-BOOKS	721.74	721.74	48100
Total 48100:							721.74	
<b>48101</b>								
12/19	12/18/2019	TOWN & COUNTRY ENGINEERING, IN	20971	110-56400-207-101	SCHOEPP PROPERTY DEVELOPMENT	1,266.00	1,266.00	48101
12/19	12/18/2019	TOWN & COUNTRY ENGINEERING, IN	20972	120-57300-805-104	CTH P & BAER ST. CONSTRUCTION ADMIN.	2,103.65	2,103.65	48101
12/19	12/18/2019	TOWN & COUNTRY ENGINEERING, IN	20973	670-57410-804-000	WWTP OUTFALL MODIFICATIONS	1,433.75	1,433.75	48101
12/19	12/18/2019	TOWN & COUNTRY ENGINEERING, IN	20974	110-56400-207-101	ZANDER/ST. FRANCIS DEVELOPMENT	145.00	145.00	48101
12/19	12/18/2019	TOWN & COUNTRY ENGINEERING, IN	20975	660-57000-207-000	WELL SITE STUDY	2,298.75	2,298.75	48101
12/19	12/18/2019	TOWN & COUNTRY ENGINEERING, IN	20976	670-57410-804-000	MIXING STUDY	1,305.85	1,305.85	48101
Total 48101:							8,553.00	
<b>48102</b>								
12/19	12/18/2019	UNITED LABORATORIES	INV274044	670-53610-307-000	GREASE TREATMENT WWTP	4,615.99	4,615.99	48102
Total 48102:							4,615.99	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48103</b>								
12/19	12/18/2019	US CELLULAR	0343608301	110-52100-202-000	CELLULAR PHONE SERVICE	41.20	41.20	48103
12/19	12/18/2019	US CELLULAR	0343847653	110-51410-202-000	CELL PHONE - ADMINISTRATOR	45.00	45.00	48103
12/19	12/18/2019	US CELLULAR	0343847653	140-55200-202-000	CELL PHONE - PARKS	55.00	55.00	48103
12/19	12/18/2019	US CELLULAR	0343847653	140-55300-202-000	CELL PHONE - REC	180.00	180.00	48103
12/19	12/18/2019	US CELLULAR	0343847653	110-53300-202-000	CELL PHONES - PF	194.20	194.20	48103
12/19	12/18/2019	US CELLULAR	0343847653	670-51600-202-000	CELL PHONES - SEWER	194.19	194.19	48103
12/19	12/18/2019	US CELLULAR	0343847653	660-53700-601-200	CELL PHONES - WATER	194.19	194.19	48103
Total 48103:							903.78	
<b>48104</b>								
12/19	12/18/2019	WEAVER AUTO PARTS	06IN047689	110-53300-305-101	SUPPLIES	9.20	9.20	48104
Total 48104:							9.20	
<b>48105</b>								
12/19	12/18/2019	Wisconsin Chiefs of Police Association	10.19	110-52100-204-000	DUES	130.00	130.00	48105
Total 48105:							130.00	
<b>48106</b>								
12/19	12/18/2019	ZARNOTH BRUSH WORKS, INC.	0178129-IN	110-53300-305-102	SWEEPER BRUSHES	707.00	707.00	48106
Total 48106:							707.00	
<b>48119</b>								
12/19	12/30/2019	Boardman & Clark LLP	213491	110-51410-208-000	LEGAL FEES - GENERAL	731.00	731.00	48119
12/19	12/30/2019	Boardman & Clark LLP	213491	110-51200-208-000	LEGAL FEES - MUNICIPAL COURT	345.00	345.00	48119
12/19	12/30/2019	Boardman & Clark LLP	213491	120-57300-805-104	LEGAL FEES - HIGHWAY P	570.00	570.00	48119
12/19	12/30/2019	Boardman & Clark LLP	213491	110-56400-207-101	LEGAL FEES - SCENIC VALLEY	1,649.00	1,649.00	48119
12/19	12/30/2019	Boardman & Clark LLP	213491	120-57620-805-101	LEGAL FEES - ZANDER PARK TRAIL	162.00	162.00	48119
12/19	12/30/2019	Boardman & Clark LLP	213491	110-56400-207-101	LEGAL FEES - SUNDANCE	630.00	630.00	48119
Total 48119:							4,087.00	
<b>48120</b>								
12/19	12/30/2019	Crescent Electric Supply Co.	S507387122.00	110-53300-305-103	LIGHT BULBS	39.16	39.16	48120

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48120:							39.16	
<b>48121</b>								
12/19	12/30/2019	Cummins NPower LLC	F6-39406	670-53610-305-000	GENERATOR SERVICE	910.20	910.20	48121
12/19	12/30/2019	Cummins NPower LLC	F6-42681	670-53610-305-000	GENERATOR REPAIR	2,555.92	2,555.92	48121
Total 48121:							3,466.12	
<b>48122</b>								
12/19	12/30/2019	Dane County Highway-MUNIS	28025	670-53610-307-000	COLD MIX MATERIAL	670.32	670.32	48122
Total 48122:							670.32	
<b>48123</b>								
12/19	12/30/2019	D'Onofrio, Kottke & Associates Inc.	1901101-05	120-57300-805-104	CTH P CROSS PLAINS RIGHT-A-WAY	357.50	357.50	48123
Total 48123:							357.50	
<b>48124</b>								
12/19	12/30/2019	EMS Industrial, Inc.	0851837	670-53610-305-000	ELECTRIC MOTOR SERVICE	891.00	891.00	48124
Total 48124:							891.00	
<b>48125</b>								
12/19	12/30/2019	FIRST SUPPLY MADISON	11964748-00	660-53700-677-000	HYDRANT PARTS	258.28	258.28	48125
Total 48125:							258.28	
<b>48126</b>								
12/19	12/30/2019	GALLS INC.	014565115	110-52100-178-000	COLLAR BRASS	21.15	21.15	48126
Total 48126:							21.15	
<b>48127</b>								
12/19	12/30/2019	Grainger	9387767404	110-53300-304-101	LIFTING SLINGS	149.40	149.40	48127
Total 48127:							149.40	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48128</b>								
12/19	12/30/2019	James Nilles	12.19	110-12110-000-000	Overpayment on Taxes	485.48	485.48	48128
Total 48128:							485.48	
<b>48129</b>								
12/19	12/30/2019	JERRY GRAY	12.19	670-53610-301-000	SAFETY SHOES	75.00	75.00	48129
Total 48129:							75.00	
<b>48130</b>								
12/19	12/30/2019	LaCrosse Sign Co.	45922	120-57300-805-106	MILL CREEK PKWY SIGN - FINAL PAYMENT	1,719.00	1,719.00	48130
Total 48130:							1,719.00	
<b>48131</b>								
12/19	12/30/2019	Lakeside International, LLC	12851	120-57300-803-000	ADDITIONAL WARRENTY	1,520.00	1,520.00	48131
12/19	12/30/2019	Lakeside International, LLC	12853	120-57300-803-000	EXTENDED WARRENTY	4,380.00	4,380.00	48131
12/19	12/30/2019	Lakeside International, LLC	12863	120-57300-803-000	2020 INTERNATIONAL HV607 TRUCK	100,381.02	100,381.02	48131
Total 48131:							106,281.02	
<b>48132</b>								
12/19	12/30/2019	Lawns Unlimited LLC	15221	110-53300-207-000	MOWING	1,008.00	1,008.00	48132
Total 48132:							1,008.00	
<b>48133</b>								
12/19	12/30/2019	Lift Off LLC	4775RENEW3	110-52100-204-000	Online Plan, Licenses	876.00	876.00	48133
Total 48133:							876.00	
<b>48134</b>								
12/19	12/30/2019	MIDWEST TAPE	98350819	130-55110-304-104	Audiovisual	47.24	47.24	48134
Total 48134:							47.24	
<b>48135</b>								
12/19	12/30/2019	Mounds Creek Farms LLC	12.19	120-57300-805-101	2019 STREET RECONSRUCTION PROJECT	640.00	640.00	48135

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48135:							640.00	
<b>48136</b>								
12/19	12/30/2019	MSA Professional Services, Inc.	22	310-51410-207-000	2018 TID ANNUAL REPORT	822.70	822.70	48136
Total 48136:							822.70	
<b>48137</b>								
12/19	12/30/2019	NORTHERN LAKE SERVICE, INC.	370516	660-53700-642-200	CHLORIDE SAMPLE	20.00	20.00	48137
Total 48137:							20.00	
<b>48138</b>								
12/19	12/30/2019	PITNEY BOWES, INC.	1014501075	110-51410-201-000	POSTAGE MACHINE	26.99	26.99	48138
12/19	12/30/2019	PITNEY BOWES, INC.	1014519270	110-51410-201-000	POSTAGE MACHINE LEASE	156.00	156.00	48138
Total 48138:							182.99	
<b>48139</b>								
12/19	12/30/2019	PKK Lighting, Inc.	0193602-IN	110-53300-305-103	LIGHT BULBS	585.91	585.91	48139
Total 48139:							585.91	
<b>48140</b>								
12/19	12/30/2019	Ricoh USA, Inc.	103083989	130-55110-301-000	Copy Machine Lease	91.81	91.81	48140
Total 48140:							91.81	
<b>48141</b>								
12/19	12/30/2019	TED PRITCHETT	12.19	670-53610-301-000	SAFETY SHOES	75.00	75.00	48141
Total 48141:							75.00	
<b>48142</b>								
12/19	12/30/2019	THE PRINTING PLACE	38150	110-52100-206-000	BUSINESS CARDS, INVOICE #36638	67.50	67.50	48142
Total 48142:							67.50	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48143</b>								
12/19	12/30/2019	Tri-County Paving	VCP5019	110-53300-305-103	DISPOSAL OF STUMPS	240.00	240.00	48143
Total 48143:							240.00	
<b>48144</b>								
12/19	12/30/2019	US CELLULAR	0346742028	110-52100-202-000	CELLULAR PHONE SERVICE	120.99	120.99	48144
Total 48144:							120.99	
<b>48145</b>								
12/19	12/30/2019	Vandewalle & Associates, Inc.	201912027	110-56400-207-101	CURRENT PLANNING - SUNDANCE	380.20	380.20	48145
12/19	12/30/2019	Vandewalle & Associates, Inc.	201912027	110-56400-207-101	CURRENT PLANNING - SCENIC VALLEY	924.20	924.20	48145
12/19	12/30/2019	Vandewalle & Associates, Inc.	201912027	110-56400-207-101	CURRENT PLANNING - CREEKSIDE CROSSING USA	900.00	900.00	48145
12/19	12/30/2019	Vandewalle & Associates, Inc.	201912027	110-56400-207-101	CURRENT PLANNING - CREEKSIDE CROSSING	437.57	437.57	48145
12/19	12/30/2019	Vandewalle & Associates, Inc.	201912027	110-56400-207-101	CURRENT PLANNING	196.25	196.25	48145
Total 48145:							2,838.22	
<b>48146</b>								
12/19	12/30/2019	WEAVER AUTO PARTS	06IN047970	110-53300-305-102	PARTS	72.00	72.00	48146
Total 48146:							72.00	
<b>48149</b>								
01/20	01/09/2020	DANE COUNTY TREASURER	December 2019	110-45110-000-000	COURT FINES & ASSESSMENTS	60.00	60.00	48149
Total 48149:							60.00	
<b>48150</b>								
01/20	01/09/2020	DANE COUNTY TREASURER	JANUARY 2020	110-24310-000-000	JANUARY TAX SETTLEMENT PAYMENT	588,720.35	588,720.35	48150
Total 48150:							588,720.35	
<b>48151</b>								
01/20	01/09/2020	KALSCHEUR Dodge-Chrysler	N4480	120-57300-803-000	TRUCK PURCHASE	37,928.99	37,928.99	48151
Total 48151:							37,928.99	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48152</b>								
01/20	01/09/2020	MADISON AREA TECHNICAL COLLEG	January 2020 s	110-24700-000-000	JANUARY TAX SETTLEMENT PAYMENT	179,409.91	179,409.91	48152
Total 48152:							<u>179,409.91</u>	
<b>48153</b>								
01/20	01/09/2020	Middleton-Cross Plains Area School Distr	January 2020 s	110-24600-000-000	JANUARY TAX SETTLEMENT PAYMENT	2,048,702.07	2,048,702.07	48153
Total 48153:							<u>2,048,702.07</u>	
<b>48154</b>								
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	130-51430-176-000	LIFE INSURANCE - LIBRARY	85.54	85.54	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	110-21347-000-000	LIFE INSURANCE - SPOUSE	22.75	22.75	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	110-51430-176-000	LIFE INSURANCE-ADMIN	23.70	23.70	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	110-53300-176-000	LIFE INSURANCE-PF	67.51	67.51	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	110-52100-176-000	LIFE INSURANCE-POLICE	73.78	73.78	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	140-51430-176-000	LIFE INSURANCE-REC	11.86	11.86	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	670-53610-176-000	LIFE INSURANCE-SEWER	34.34	34.34	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	110-21346-000-000	LIFE INSURANCE-SUPPLEMENTAL	116.97	116.97	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	660-51400-926-176	LIFE INSURANCE-WATER	24.32	24.32	48154
01/20	01/09/2020	Securian Financial Group, Inc.	174980-2/20	110-21345-000-000	LIFE INSURANCE - ADDL EMPLOYEE	343.74	343.74	48154
Total 48154:							<u>804.51</u>	
<b>48155</b>								
01/20	01/09/2020	State of Wis.-Court Fines & Surcharges	December 2019	110-45110-000-000	COURT FINES & ASSESSMENTS	250.76	250.76	48155
Total 48155:							<u>250.76</u>	
<b>48156</b>								
01/20	01/09/2020	Town of Cross Plains	020/0707-321-8	110-12110-000-000	Tax payment parcel #020-0707-321-8500-3	5,200.73	5,200.73	48156
Total 48156:							<u>5,200.73</u>	
<b>48157</b>								
01/20	01/09/2020	Town of Cross Plains	020/0707-322-8	110-12110-000-000	Tax payment parcel #020-0707-322-8001-6	17.35	17.35	48157
Total 48157:							<u>17.35</u>	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48158</b>								
01/20	01/16/2020	1901 Inc.	19-3922	670-53610-307-000	BACKFLOW PREVENTOR TESTING	677.50	677.50	48158
Total 48158:							677.50	
<b>48159</b>								
01/20	01/16/2020	Agsources Cooperative Services	2019121211603	670-53610-207-000	WASTEWATER TESTING	1,563.00	1,563.00	48159
Total 48159:							1,563.00	
<b>48160</b>								
01/20	01/16/2020	Andrew Robitschek	12.19	110-12110-000-000	TAX OVERPAYMENT REFUND	198.70	198.70	48160
Total 48160:							198.70	
<b>48161</b>								
01/20	01/16/2020	Associated Appraisal Consultants Inc.	146051	110-51530-207-000	ASSESSOR SERVICES	788.88	788.88	48161
Total 48161:							788.88	
<b>48162</b>								
01/20	01/16/2020	AT & T Mobility	287249961544	110-52100-202-000	WIRELESS MOBILITY	40.00	40.00	48162
Total 48162:							40.00	
<b>48163</b>								
01/20	01/16/2020	Baer Insurance Services, LLC	3466	110-51540-209-000	CRIME INSURANCE	1,157.65	1,157.65	48163
01/20	01/16/2020	Baer Insurance Services, LLC	3466	660-51400-924-000	CRIME INSURANCE	267.15	267.15	48163
01/20	01/16/2020	Baer Insurance Services, LLC	3466	670-53610-209-000	CRIME INSURANCE	356.20	356.20	48163
Total 48163:							1,781.00	
<b>48164</b>								
01/20	01/16/2020	BAKER & TAYLOR INC.	2034990613	130-55110-304-101	SUPPLIES BOOKS	142.30	142.30	48164
01/20	01/16/2020	BAKER & TAYLOR INC.	2035015550	130-55110-304-101	SUPPLIES BOOKS	64.00	64.00	48164
01/20	01/16/2020	BAKER & TAYLOR INC.	2035029325	130-55110-304-101	SUPPLIES BOOKS	324.90	324.90	48164
Total 48164:							531.20	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48165</b>								
01/20	01/16/2020	BCS Inc.	2631	110-51510-304-000	BALANCE DUE -TAX BILL MAILING	47.54	47.54	48165
Total 48165:							47.54	
<b>48166</b>								
01/20	01/16/2020	Boehnen Inc.	28613	660-53700-673-000	MAIN REPAIR	450.00	450.00	48166
Total 48166:							450.00	
<b>48167</b>								
01/20	01/16/2020	Brian Kolden	12.19	110-12110-000-000	TAX OVERPAYMENT REFUND	104.35	104.35	48167
Total 48167:							104.35	
<b>48168</b>								
01/20	01/16/2020	Charter Communications	0001108122619	110-53300-203-000	INTERNET/TV - SHOP	202.26	202.26	48168
01/20	01/16/2020	Charter Communications	0012105010720	110-52100-202-000	INTERNET PD	109.98	109.98	48168
01/20	01/16/2020	Charter Communications	0018482010120	110-51600-202-000	INTERNET/TV - VILLAGE HALL	165.06	165.06	48168
Total 48168:							477.30	
<b>48169</b>								
01/20	01/16/2020	Cintas Corporation #446	14842154 - 12.1	110-53300-178-000	UNIFORM SERVICE	371.29	371.29	48169
01/20	01/16/2020	Cintas Corporation #446	14843099 - 12.1	110-52100-207-000	MAT SERVICE - POLICE	77.69	77.69	48169
01/20	01/16/2020	Cintas Corporation #446	14843099 - 12.1	110-51600-207-000	MAT SERVICE - VILLAGE HALL	274.16	274.16	48169
Total 48169:							723.14	
<b>48170</b>								
01/20	01/16/2020	Civic Systems, LLC	CVC18572	110-51510-207-000	SEMI-ANNUAL SOFTWARE SUPPORT FEES	2,200.00	2,200.00	48170
01/20	01/16/2020	Civic Systems, LLC	CVC18572	660-51400-923-000	SEMI-ANNUAL SOFTWARE SUPPORT FEES	2,200.00	2,200.00	48170
01/20	01/16/2020	Civic Systems, LLC	CVC18572	670-51510-207-000	SEMI-ANNUAL SOFTWARE SUPPORT FEES	2,200.00	2,200.00	48170
01/20	01/16/2020	Civic Systems, LLC	CVC18572	110-51510-207-000	MIVIEWPOINT HOSTING	100.00	100.00	48170
01/20	01/16/2020	Civic Systems, LLC	CVC18572	660-51400-923-000	MIVIEWPOINT HOSTING	100.00	100.00	48170
01/20	01/16/2020	Civic Systems, LLC	CVC18572	670-51510-207-000	MIVIEWPOINT HOSTING	100.00	100.00	48170
01/20	01/16/2020	Civic Systems, LLC	CVC18916	120-57140-302-000	SOFTWARE (YEAR 2 OF 3)	29,800.00	29,800.00	48170

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48170:							36,700.00	
<b>48171</b>								
01/20	01/16/2020	CRANE ENGINEERING SALES	373551-377932	670-53610-305-000	DITCH AERATOR GEARBOX REPLACEMENT	24,536.64	24,536.64	48171
Total 48171:							24,536.64	
<b>48172</b>								
01/20	01/16/2020	Crescent Electric Supply Co.	S506970297.00	110-53300-305-103	BALLASTS	224.80	224.80	48172
01/20	01/16/2020	Crescent Electric Supply Co.	S507158740.00	670-53610-305-000	LIGHT BULBS	75.07	75.07	48172
Total 48172:							299.87	
<b>48173</b>								
01/20	01/16/2020	CROSS PLAINS MOTORS, INC.	59429	110-52100-399-000	VEHICLE TOW	174.00	174.00	48173
01/20	01/16/2020	CROSS PLAINS MOTORS, INC.	59442	110-53300-305-101	TRUCK TIRES	794.30	794.30	48173
Total 48173:							968.30	
<b>48174</b>								
01/20	01/16/2020	CROSS PLAINS-BERRY HISTORICAL S	2020	110-51100-204-000	DONATION	350.00	350.00	48174
Total 48174:							350.00	
<b>48175</b>								
01/20	01/16/2020	CTW CORPORATION	39523	660-53700-652-200	CHEMICAL FEED PUMP REPAIR	1,339.06	1,339.06	48175
Total 48175:							1,339.06	
<b>48176</b>								
01/20	01/16/2020	Dain Ziegler	1487	140-55200-304-000	Reimbursement for Gloves	26.35	26.35	48176
Total 48176:							26.35	
<b>48177</b>								
01/20	01/16/2020	Dane County Cities & Villages Associatio	2020	110-51100-204-000	DUES	1,305.00	1,305.00	48177

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48177:							1,305.00	
<b>48178</b>								
01/20	01/16/2020	FIRST SUPPLY MADISON	11966694-01	660-53700-673-000	VALVE BOX ADAPTOR	37.61	37.61	48178
01/20	01/16/2020	FIRST SUPPLY MADISON	11988889-00	660-53700-673-000	MAIN REPAIR CLAMP	279.25	279.25	48178
Total 48178:							316.86	
<b>48179</b>								
01/20	01/16/2020	Fort Bend Services, Inc.	0224828-IN	670-53610-304-000	POLYMER FOR BIOSOLIDS THICKENING	2,740.96	2,740.96	48179
Total 48179:							2,740.96	
<b>48180</b>								
01/20	01/16/2020	Immaculate Cleaning, Inc.	8171	110-51600-207-000	CLEANING SERVICES	300.00	300.00	48180
Total 48180:							300.00	
<b>48181</b>								
01/20	01/16/2020	Jed Henry	12.19	110-12110-000-000	TAX OVERPAYMENT REFUND	198.70	198.70	48181
Total 48181:							198.70	
<b>48182</b>								
01/20	01/16/2020	Johnson Inspection LLC	179	110-52400-207-000	BUILDING INSPECTION SERVICES	3,161.92	3,161.92	48182
Total 48182:							3,161.92	
<b>48183</b>								
01/20	01/16/2020	Junior Library Guild	496185	130-55110-304-101	SUPPLIES BOOKS	2,919.90	2,919.90	48183
Total 48183:							2,919.90	
<b>48184</b>								
01/20	01/16/2020	KALSCHEUR IMPLEMENT CO.	672 - 01.20	110-53300-305-102	EQUIPMENT PARTS	438.73	438.73	48184
01/20	01/16/2020	KALSCHEUR IMPLEMENT CO.	672 - 01.20	670-53610-305-000	DITCH ROTOR BELTS	57.24	57.24	48184
01/20	01/16/2020	KALSCHEUR IMPLEMENT CO.	672 - 01.20	660-53700-673-000	WATER MAIN REPAIR	125.00	125.00	48184
01/20	01/16/2020	KALSCHEUR IMPLEMENT CO.	672 - 01.20	140-55200-305-000	BREAKER FOR PARK DEMO	125.00	125.00	48184

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
01/20	01/16/2020	KALSCHEUR IMPLEMENT CO.	672 - 01.20	110-53300-305-102	CHIPPER MAINTENACNCE	101.88	101.88	48184
Total 48184:							847.85	
<b>48185</b>								
01/20	01/16/2020	KWIK TRIP INC.	3000665 - 12.19	140-55200-303-000	FUEL - PARKS	101.19	101.19	48185
01/20	01/16/2020	KWIK TRIP INC.	3000665 - 12.19	110-52100-303-000	FUEL - POLICE	630.20	630.20	48185
01/20	01/16/2020	KWIK TRIP INC.	3000665 - 12.19	110-53300-303-000	FUEL - PUBLIC FACILITIES	708.88	708.88	48185
01/20	01/16/2020	KWIK TRIP INC.	3000665 - 12.19	660-53700-673-000	FUEL - WATER	171.40	171.40	48185
01/20	01/16/2020	KWIK TRIP INC.	3000665 - 12.19	670-53610-303-000	FUEL - SEWER	171.40	171.40	48185
Total 48185:							1,783.07	
<b>48186</b>								
01/20	01/16/2020	L.W. ALLEN, LLC	101566	670-53610-307-000	LIFT STATION REPAIR	651.71	651.71	48186
Total 48186:							651.71	
<b>48187</b>								
01/20	01/16/2020	LEAGUE OF WISCONSIN MUNICIPALIT	10123-2020	110-51100-204-000	MEMBERSHIP	1,532.91	1,532.91	48187
01/20	01/16/2020	LEAGUE OF WISCONSIN MUNICIPALIT	10123-2020	110-51100-205-000	TRAINING MATERIALS	135.00	135.00	48187
Total 48187:							1,667.91	
<b>48188</b>								
01/20	01/16/2020	MADISON GAS & ELECTRIC	28987345 - 1.20	660-53700-623-000	GAS - MILITARY RD GENERATOR	34.03	34.03	48188
01/20	01/16/2020	MADISON GAS & ELECTRIC	29689114 - 1.20	110-51600-203-000	ELECTRIC - SPRINGFIELD RD SIGN	26.30	26.30	48188
Total 48188:							60.33	
<b>48189</b>								
01/20	01/16/2020	Maintenance Services of Madison, Inc.	9977	130-51600-207-000	SUPPORT SERVICES	649.12	649.12	48189
01/20	01/16/2020	Maintenance Services of Madison, Inc.	9977	110-51600-207-000	CLEANING - LIBRARY COMMUNITY ROOM	216.38	216.38	48189
Total 48189:							865.50	
<b>48190</b>								
01/20	01/16/2020	Mark Blaha	12.19	110-12110-000-000	TAX OVERPAYMENT REFUND	20.00	20.00	48190

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48190:							20.00	
<b>48191</b>								
01/20	01/16/2020	Max-R	DP/141681	140-55200-305-000	PARK MAINTENANCE SUPPLIES	5,199.25	5,199.25	48191
Total 48191:							5,199.25	
<b>48192</b>								
01/20	01/16/2020	Middleton Cooperative	84487	110-53300-303-000	FUEL	373.89	373.89	48192
Total 48192:							373.89	
<b>48193</b>								
01/20	01/16/2020	Middleton-Cross Plains School District1	1.2020	110-53300-399-000	DRIVERS TESTING	150.00	150.00	48193
Total 48193:							150.00	
<b>48194</b>								
01/20	01/16/2020	MIDWEST TAPE	98429309	130-55110-304-104	SUPPLIES AUDIOVISUAL	38.84	38.84	48194
Total 48194:							38.84	
<b>48195</b>								
01/20	01/16/2020	News Publishing Company	99101876 - 12.1	110-51410-206-000	PUBLIC NOTICES	207.93	207.93	48195
Total 48195:							207.93	
<b>48196</b>								
01/20	01/16/2020	NORTHWEST DANE COUNTY SERVIC	10814	140-54600-204-000	MUNICIPAL FUNDING AGREEMENT	23,052.00	23,052.00	48196
Total 48196:							23,052.00	
<b>48197</b>								
01/20	01/16/2020	Northwestern Stone LLC	38483	660-53700-673-000	GRAVEL FOR WATER BREAK	221.99	221.99	48197
Total 48197:							221.99	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48198</b>								
01/20	01/16/2020	Personnel Concepts	R72501	110-51410-206-000	STATE/FEDERAL LABOR LAW POSTER	20.90	20.90	48198
Total 48198:							20.90	
<b>48199</b>								
01/20	01/16/2020	PITNEY BOWES, INC.	1014715094	110-51410-304-000	INK CARTRIDGES - POSTAGE MACHINE	237.98	237.98	48199
Total 48199:							237.98	
<b>48200</b>								
01/20	01/16/2020	Praxis Consulting	20100590	110-51200-207-000	QUICK CLERK MAINTENANCE	1,100.00	1,100.00	48200
Total 48200:							1,100.00	
<b>48201</b>								
01/20	01/16/2020	PUBLIC SERVICE COMMISSION OF WI	1912-I-01450	660-51400-923-000	REVIEW WATER RATE CASE APPLICATION	1,126.70	1,126.70	48201
Total 48201:							1,126.70	
<b>48202</b>								
01/20	01/16/2020	Rebecca Johnson	01.20	110-12110-000-000	OVERPAYMENT ON TAXES	10.00	10.00	48202
Total 48202:							10.00	
<b>48203</b>								
01/20	01/16/2020	Ricoh Americas Corporation	32788756	110-51600-301-000	COPY MACHINE LEASE	211.96	211.96	48203
01/20	01/16/2020	Ricoh Americas Corporation	5058487734	110-51600-301-000	COPY MACHINE OVERAGE	287.08	287.08	48203
Total 48203:							499.04	
<b>48204</b>								
01/20	01/16/2020	RVR Services	4226	140-55200-304-000	AFTER SCHOOL CLEANING	545.28	545.28	48204
Total 48204:							545.28	
<b>48205</b>								
01/20	01/16/2020	SOUTH CENTRAL LIBRARY SYSTEM	19-1032	130-55110-304-105	SUPPLIES-GENERAL	159.54	159.54	48205
01/20	01/16/2020	SOUTH CENTRAL LIBRARY SYSTEM	19-961	130-55110-205-000	MEETINGS	12.00	12.00	48205

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
01/20	01/16/2020	SOUTH CENTRAL LIBRARY SYSTEM	20-010	130-55110-207-000	SUPPORT SERVICES	27,913.26	27,913.26	48205
Total 48205:							28,084.80	
<b>48206</b>								
01/20	01/16/2020	State Bank of Cross Plains1	0293 - 1.2020	130-55110-304-105	SUPPLIES GENERAL	12.99	12.99	48206
01/20	01/16/2020	State Bank of Cross Plains1	2553 - 1.20	110-51510-205-000	PARKING	.75	.75	48206
01/20	01/16/2020	State Bank of Cross Plains1	2553 - 1.20	110-51410-304-000	OFFICE SUPPLIES/ PLASTIC SILVERWARE	57.20	57.20	48206
01/20	01/16/2020	State Bank of Cross Plains1	2553 - 1.20	140-55300-306-103	AFTER SCHOOL SUPPLIES	49.83	49.83	48206
01/20	01/16/2020	State Bank of Cross Plains1	2553 - 1.20	110-51410-302-000	CLOUD BACK UP	19.98	19.98	48206
01/20	01/16/2020	State Bank of Cross Plains1	3230 -1.20	140-55300-304-000	RECREATION	1,228.91	1,228.91	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-53300-399-000	DRIVERS TEST	30.60	30.60	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-53300-399-000	DRIVERS PHYSICAL	105.00	105.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	670-53610-207-000	SHIPPING	14.03	14.03	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-53300-304-101	SUPPLIES	96.57	96.57	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-53300-304-101	SUPPLIES	26.36	26.36	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-51100-302-000	MICROSOFT CHARGES	35.00	35.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-51410-302-000	MICROSOFT CHARGES	10.00	10.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-51600-302-000	MICROSOFT CHARGES	15.00	15.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	110-53300-302-000	MICROSOFT CHARGES	18.19	18.19	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	140-55300-302-000	MICROSOFT CHARGES	18.00	18.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	660-51400-921-000	MICROSOFT CHARGES	18.00	18.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5912 - 01.20	670-53610-302-000	MICROSOFT CHARGES	18.00	18.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	5987 - 01.2020	130-55110-304-105	SUPPLIES GENERAL	21.91	21.91	48206
01/20	01/16/2020	State Bank of Cross Plains1	5987 - 01.2020	130-55110-304-105	SUPPLIES GENERAL	18.49	18.49	48206
01/20	01/16/2020	State Bank of Cross Plains1	5987 - 01.2020	130-55110-201-000	POSTAGE	3.10	3.10	48206
01/20	01/16/2020	State Bank of Cross Plains1	5987 - 01.2020	130-55110-201-000	POSTAGE	2.75	2.75	48206
01/20	01/16/2020	State Bank of Cross Plains1	5987 - 01.2020	130-55110-306-000	PROGRAMS	38.97	38.97	48206
01/20	01/16/2020	State Bank of Cross Plains1	5987 - 01.2020	130-55110-306-000	PROGRAMS	8.83	8.83	48206
01/20	01/16/2020	State Bank of Cross Plains1	6216 - 1.20	110-52100-305-000	CAR WASHES	76.61	76.61	48206
01/20	01/16/2020	State Bank of Cross Plains1	6216 - 1.20	110-52100-301-000	RADAR	1,400.00	1,400.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	6216 - 1.20	110-52100-399-000	RADAR	115.00	115.00	48206
01/20	01/16/2020	State Bank of Cross Plains1	6224 - 1.20	110-52100-304-000	OFFICE SUPPLIES	58.30	58.30	48206
01/20	01/16/2020	State Bank of Cross Plains1	7305 - 1.20	110-52100-205-000	TRAINING	399.00	399.00	48206
Total 48206:							3,917.37	
<b>48207</b>								
01/20	01/16/2020	STATE LABORATORY OF HYGIENE	620865	660-53700-601-200	WATER TESTING	86.00	86.00	48207

GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48207:							86.00	
<b>48208</b>								
01/20	01/16/2020	Steven Endres	12.19	110-12110-000-000	TAX OVERPAYMENT REFUND	198.70	198.70	48208
Total 48208:							198.70	
<b>48209</b>								
01/20	01/16/2020	Tanner Phillips	1069	110-12110-000-000	OVERPAYMENT ON TAXES	1,027.87	1,027.87	48209
Total 48209:							1,027.87	
<b>48210</b>								
01/20	01/16/2020	Terri Z. Buechner	12.19	140-55300-207-000	YOGA INSTRUCTOR	420.00	420.00	48210
Total 48210:							420.00	
<b>48211</b>								
01/20	01/16/2020	TERRYS PIGGLY WIGGLY	310 - 12.2019	140-55300-306-103	AFTER SCHOOL SUPPLIES	148.18	148.18	48211
Total 48211:							148.18	
<b>48212</b>								
01/20	01/16/2020	The Uniform Shoppe	295004	110-52100-178-000	UNIFORM SCOTT	333.50	333.50	48212
01/20	01/16/2020	The Uniform Shoppe	295006	110-52100-178-000	UNIFORM KIM	447.65	447.65	48212
01/20	01/16/2020	The Uniform Shoppe	295219	110-52100-178-000	UNIFORM NIKKI	368.65	368.65	48212
Total 48212:							1,149.80	
<b>48213</b>								
01/20	01/16/2020	Thermo/Dynamics	66883	660-53700-614-200	WELL HEATER REPAIR	763.75	763.75	48213
Total 48213:							763.75	
<b>48214</b>								
01/20	01/16/2020	TOWN & COUNTRY ENGINEERING, IN	21068	110-56400-207-101	SCHOEPP PROPERTY DEVELOPMENT	1,466.00	1,466.00	48214
01/20	01/16/2020	TOWN & COUNTRY ENGINEERING, IN	21069	120-57300-805-104	CTH P & BAER ST. CONSTRUCTION ADMIN.	1,657.50	1,657.50	48214
01/20	01/16/2020	TOWN & COUNTRY ENGINEERING, IN	21070	660-57000-207-000	WELL SITE STUDY	3,052.50	3,052.50	48214

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
01/20	01/16/2020	TOWN & COUNTRY ENGINEERING, IN	21071	670-57410-804-000	MIXING STUDY	2,386.25	2,386.25	48214
Total 48214:							8,562.25	
<b>48215</b>								
01/20	01/16/2020	TOWN & COUNTRY SANITATION	4175 - 1.20	110-53620-207-001	GARBAGE SERVICE	9,420.00	9,420.00	48215
01/20	01/16/2020	TOWN & COUNTRY SANITATION	4175 - 1.20	110-53620-207-002	RECYCLING SERVICE	4,082.00	4,082.00	48215
Total 48215:							13,502.00	
<b>48216</b>								
01/20	01/16/2020	Truck Country	78301 - 12.19	110-53300-305-101	TRUCK PARTS	347.82	347.82	48216
Total 48216:							347.82	
<b>48217</b>								
01/20	01/16/2020	UNITED LABORATORIES	INV276079	670-53610-307-000	FOG AWAY PRETREAT FOR WW	5,486.60	5,486.60	48217
Total 48217:							5,486.60	
<b>48218</b>								
01/20	01/16/2020	United States Geological Survey	90785846	670-57410-804-000	USGS AGREEMENT	14,000.00	14,000.00	48218
Total 48218:							14,000.00	
<b>48219</b>								
01/20	01/16/2020	US CELLULAR	0348949552	110-52100-202-000	CELLULAR PHONE SERVICE	41.20	41.20	48219
01/20	01/16/2020	US CELLULAR	0349159981	110-51410-202-000	CELL PHONE - ADMINISTRATOR	45.00	45.00	48219
01/20	01/16/2020	US CELLULAR	0349159981	140-55200-202-000	CELL PHONE - PARKS	55.00	55.00	48219
01/20	01/16/2020	US CELLULAR	0349159981	140-55300-202-000	CELL PHONE - REC	180.00	180.00	48219
01/20	01/16/2020	US CELLULAR	0349159981	110-53300-202-000	CELL PHONES - PF	209.36	209.36	48219
01/20	01/16/2020	US CELLULAR	0349159981	670-51600-202-000	CELL PHONES - SEWER	209.37	209.37	48219
01/20	01/16/2020	US CELLULAR	0349159981	660-53700-601-200	CELL PHONES - WATER	209.37	209.37	48219
Total 48219:							949.30	
<b>48220</b>								
01/20	01/16/2020	VFIS	2019	110-26111-006-000	FIRE DISTRICT LOSA	17,500.00	17,500.00	48220
01/20	01/16/2020	VFIS	2019	110-26111-006-000	FD LOSA ADMIN FEE	1,025.00	1,025.00	48220

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Total 48220:							18,525.00	
<b>48221</b>								
01/20	01/16/2020	WEAVER AUTO PARTS	06IN048414	110-53300-305-101	WINDSHIELD WIPER BLADES	18.64	18.64	48221
Total 48221:							18.64	
<b>48222</b>								
01/20	01/16/2020	William/Reid	57058	670-53610-305-000	ORP REPLACEMENT	1,544.91	1,544.91	48222
Total 48222:							1,544.91	
<b>48223</b>								
01/20	01/16/2020	Wis. Dept. of Revenue	13113-2019	110-51510-207-000	ASSESSMENT OF MANUFACTURING PROPERTY	348.54	348.54	48223
Total 48223:							348.54	
<b>48224</b>								
01/20	01/16/2020	Wisconsin Municipal Court Clerks Associ	01.20	110-51200-204-000	WMCCA DUES	45.00	45.00	48224
Total 48224:							45.00	
<b>48225</b>								
01/20	01/16/2020	WISCONSIN PROFESSIONAL POLICE	55-12.19	110-21350-000-000	UNION DUES	168.00	168.00	48225
Total 48225:							168.00	
<b>48226</b>								
01/20	01/16/2020	Wisconsin State Journal	190-00058445	130-55110-304-103	SUPPLIES PERIODICALS	524.99	524.99	48226
Total 48226:							524.99	
<b>48227</b>								
01/20	01/16/2020	WT.COX Information Services	3075620	130-55110-304-103	SUPPLIES PERIODICALS	2,073.58	2,073.58	48227
Total 48227:							2,073.58	

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GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
<b>48232</b>								
01/20	01/23/2020	AlphaGraphics	36365	110-51100-206-000	NEWSLETTER PRINTING	177.60	177.60	48232
Total 48232:							177.60	
<b>48233</b>								
01/20	01/23/2020	Boardman & Clark LLP	214668	110-51410-208-000	LEGAL FEES	510.00	510.00	48233
01/20	01/23/2020	Boardman & Clark LLP	214668	110-56400-207-101	LEGAL FEES - SUNDANCE	450.00	450.00	48233
01/20	01/23/2020	Boardman & Clark LLP	214668	120-57620-805-101	LEGAL FEES - ZANDER PARK TRAIL	102.00	102.00	48233
01/20	01/23/2020	Boardman & Clark LLP	214668	120-57300-805-104	LEGAL FEES - HIGHWAY P	221.00	221.00	48233
01/20	01/23/2020	Boardman & Clark LLP	214668	110-56400-207-101	LEGAL FEES - SCENIC VALLEY	1,938.00	1,938.00	48233
01/20	01/23/2020	Boardman & Clark LLP	214668	110-51410-208-000	LEGAL FEES	204.00	204.00	48233
Total 48233:							3,425.00	
<b>48234</b>								
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	140-55200-303-000	WATER/SEWER - BAER PARK SHELTER	103.19	103.19	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	130-51600-203-000	WATER/SEWER - LIBRARY	160.29	160.29	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	110-51600-203-000	WATER/SEWER - LIBRARY COMMUNITY ROOM	53.43	53.43	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	140-55200-203-000	WATER/SEWER - MARY'S PLACE	93.25	93.25	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	110-52100-203-000	WATER/SEWER - POLICE	20.55	20.55	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	140-55420-203-000	WATER/SEWER - POOL	182.50	182.50	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	670-51600-203-000	WATER/SEWER - SEWER PLANT	1,085.46	1,085.46	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	110-53300-203-000	WATER/SEWER - SHOP	266.23	266.23	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	110-51600-203-000	WATER/SEWER - VILLAGE OFFICE	40.99	40.99	48234
01/20	01/23/2020	CROSS PLAINS WATER-SEWER UTILI	1.20	110-51600-203-000	WATER/SEWER - 1309 BOURBON RD	40.25	40.25	48234
Total 48234:							2,046.14	
<b>48235</b>								
01/20	01/23/2020	DANE COUNTY CHIEFS OF POLICE A	2020-CPPD	110-52100-204-000	DUES, INVOICE #2020-CPPD	40.00	40.00	48235
Total 48235:							40.00	
<b>48236</b>								
01/20	01/23/2020	DANE-IOWA WASTEWATER	2386	670-53630-207-000	BIOSOLIDS DISPOSAL	9,146.13	9,146.13	48236
01/20	01/23/2020	DANE-IOWA WASTEWATER	2390	670-53610-207-000	SAMPLING	1,000.75	1,000.75	48236

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
Total 48236:							10,146.88	
<b>48237</b>								
01/20	01/23/2020		Water Quality Tr	670-18100-000-000	WATER QUALITY TRADING AGREEMENT EASEMENT	500,000.00	500,000.00	48237
Total 48237:							500,000.00	
<b>48238</b>								
01/20	01/23/2020	James Andreas	113021	110-12110-000-000	OVERPAYMENT ON TAXES	88.45	88.45	48238
Total 48238:							88.45	
<b>48239</b>								
01/20	01/23/2020	MADISON GAS & ELECTRIC	10219731 - 01.2	140-55200-203-000	ELECTRIC - HICKORY HILL	25.12	25.12	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-53420-207-000	ELECTRIC - STREET LIGHTS	5,775.93	5,775.93	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-53300-203-000	GAS & ELECTRIC - 1225 BOURBON RD SHOP	699.13	699.13	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-51600-203-000	GAS & ELECTRIC - 2417 BREWERY RD OFFICE	234.53	234.53	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	140-55420-203-000	GAS & ELECTRIC - POOL	367.72	367.72	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	670-51600-203-000	GAS & ELECTRIC - SEWER DEPT	4,204.40	4,204.40	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	660-53700-623-000	GAS & ELECTRIC - WATER DEPT	2,483.23	2,483.23	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-51600-203-000	ELECTRIC - ENTRANCE SIGNS	114.83	114.83	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-52100-203-000	GAS & ELECTRIC - 2417 BREWERY RD - POLICE	117.62	117.62	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	130-51600-203-000	GAS & ELECTRIC - LIBRARY	1,527.67	1,527.67	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-51600-203-000	GAS & ELECTRIC - LIBRARY COMMUNITY ROOM	509.22	509.22	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-51600-203-000	GAS & ELECTRIC - 1309 BOURBON RD	270.80	270.80	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	110-51600-203-000	ELECTRIC - 998 MAIN ST SIREN	77.71	77.71	48239
01/20	01/23/2020	MADISON GAS & ELECTRIC	40652984	140-55200-203-000	ELECTRIC - PARKS	149.05	149.05	48239
Total 48239:							16,556.96	
<b>48240</b>								
01/20	01/23/2020	Mazo Hardware Hank	B177415	140-55200-304-000	MAINTENANCE - ICE RINK	13.99	13.99	48240
Total 48240:							13.99	
<b>48241</b>								
01/20	01/23/2020	TDS TELECOM	04-01-1974	130-51600-202-000	608-798-3881	133.69	133.69	48241
01/20	01/23/2020	TDS TELECOM	04-01-1974	110-51600-202-000	LIBRARY COURTESY PHONE	40.00	40.00	48241

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount	Check Number
01/20	01/23/2020	TDS TELECOM	05-23-2006	140-55420-203-000	608-798-3891	41.97	41.97	48241
01/20	01/23/2020	TDS TELECOM	05-29-1996	110-53300-202-000	608-798-0314	32.22	32.22	48241
01/20	01/23/2020	TDS TELECOM	06-01-1990	670-51600-202-000	608-798-1830	208.20	208.20	48241
01/20	01/23/2020	TDS TELECOM	06-08-2004	110-51200-202-000	TELEPHONE	32.22	32.22	48241
01/20	01/23/2020	TDS TELECOM	09-01-1979	110-53300-202-000	608-798-4060	154.50	154.50	48241
01/20	01/23/2020	TDS TELECOM	09-01-1979 - 01	110-51600-202-000	608-798-3241	254.53	254.53	48241
01/20	01/23/2020	TDS TELECOM	09-19-1994	660-51400-923-000	608-798-4625	41.99	41.99	48241
01/20	01/23/2020	TDS TELECOM	12-01-1978	110-52100-202-000	TELEPHONE	143.25	143.25	48241
Total 48241:							1,082.57	
<b>48242</b>								
01/20	01/23/2020	Truck Country	X201628263:01	110-53300-305-101	SUPPLIES	316.99	316.99	48242
01/20	01/23/2020	Truck Country	X201630814:01	110-53300-305-101	SUPPLIES	162.00	162.00	48242
Total 48242:							154.99	
<b>48243</b>								
01/20	01/23/2020	Wauna-Key, LLC	1.20	130-55110-301-000	EQUIPMENT	71.00	71.00	48243
Total 48243:							71.00	
<b>48244</b>								
01/20	01/23/2020	Wayne Esser	113021	110-12110-000-000	OVERPAYMENT ON TAXES	198.70	198.70	48244
Total 48244:							198.70	
<b>48245</b>								
01/20	01/23/2020	WILS	491967	130-55110-304-102	SUPPLIES REFERENCE	673.64	673.64	48245
Total 48245:							673.64	
<b>48246</b>								
01/20	01/23/2020	WISCONSIN DEPT. OF JUSTICE - TIME	455TIME-00000	110-52100-204-000	TIME SYSTEM ACCESS & OFFICER SUPPORT	888.00	888.00	48246
Total 48246:							888.00	
Grand Totals:							3,860,181.39	

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
110-12110-000-000	9,736.84	.00	9,736.84
110-21211-000-000	162.00	2,943,087.67-	2,942,925.67-
110-21345-000-000	687.48	.00	687.48
110-21346-000-000	233.94	.00	233.94
110-21347-000-000	45.50	.00	45.50
110-21350-000-000	168.00	.00	168.00
110-24310-000-000	588,720.35	.00	588,720.35
110-24600-000-000	2,048,702.07	.00	2,048,702.07
110-24700-000-000	179,409.91	.00	179,409.91
110-26111-006-000	18,525.00	.00	18,525.00
110-45110-000-000	310.76	.00	310.76
110-51100-204-000	3,187.91	.00	3,187.91
110-51100-205-000	135.00	.00	135.00
110-51100-206-000	177.60	.00	177.60
110-51100-302-000	70.00	.00	70.00
110-51200-202-000	211.31	.00	211.31
110-51200-204-000	45.00	.00	45.00
110-51200-207-000	1,100.00	.00	1,100.00
110-51200-208-000	345.00	.00	345.00
110-51410-201-000	195.29	.00	195.29
110-51410-202-000	90.00	.00	90.00
110-51410-206-000	228.83	.00	228.83
110-51410-208-000	1,445.00	.00	1,445.00
110-51410-302-000	59.96	.00	59.96
110-51410-304-000	295.18	.00	295.18
110-51430-176-000	47.40	.00	47.40
110-51510-205-000	.75	.00	.75
110-51510-207-000	4,224.82	.00	4,224.82
110-51510-304-000	74.09	.00	74.09
110-51530-207-000	788.88	.00	788.88
110-51540-209-000	11,963.90	.00	11,963.90
110-51600-202-000	931.40	.00	931.40
110-51600-203-000	2,759.97	.00	2,759.97
110-51600-207-000	1,085.92	.00	1,085.92
110-51600-301-000	499.04	.00	499.04
110-51600-302-000	30.00	.00	30.00
110-52100-176-000	167.88	.00	167.88
110-52100-178-000	1,170.95	.00	1,170.95
110-52100-202-000	606.60	.00	606.60

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
110-52100-203-000	278.18	.00	278.18
110-52100-204-000	6,010.54	.00	6,010.54
110-52100-205-000	1,434.00	.00	1,434.00
110-52100-206-000	67.50	.00	67.50
110-52100-207-000	288.38	.00	288.38
110-52100-301-000	1,452.73	.00	1,452.73
110-52100-302-000	85.00	.00	85.00
110-52100-303-000	1,171.00	.00	1,171.00
110-52100-304-000	73.28	.00	73.28
110-52100-305-000	122.57	.00	122.57
110-52100-399-000	289.00	.00	289.00
110-52400-207-000	3,161.92	.00	3,161.92
110-53300-176-000	135.01	.00	135.01
110-53300-178-000	747.16	.00	747.16
110-53300-202-000	780.15	.00	780.15
110-53300-203-000	2,142.40	.00	2,142.40
110-53300-207-000	1,008.00	.00	1,008.00
110-53300-302-000	36.38	.00	36.38
110-53300-303-000	4,362.65	.00	4,362.65
110-53300-304-101	1,296.53	.00	1,296.53
110-53300-305-101	1,486.95	162.00-	1,324.95
110-53300-305-102	1,319.61	.00	1,319.61
110-53300-305-103	1,125.88	.00	1,125.88
110-53300-399-000	285.60	.00	285.60
110-53420-207-000	11,565.50	.00	11,565.50
110-53620-207-001	9,420.00	.00	9,420.00
110-53620-207-002	4,082.00	.00	4,082.00
110-56400-207-101	10,382.22	.00	10,382.22
120-21211-000-000	.00	203,059.66-	203,059.66-
120-57140-302-000	29,800.00	.00	29,800.00
120-57300-803-000	158,042.01	.00	158,042.01
120-57300-805-101	640.00	.00	640.00
120-57300-805-104	4,909.65	.00	4,909.65
120-57300-805-106	1,719.00	.00	1,719.00
120-57300-805-107	7,685.00	.00	7,685.00
120-57620-805-101	264.00	.00	264.00
130-21211-000-000	.00	45,718.79-	45,718.79-
130-51430-176-000	171.08	.00	171.08
130-51600-202-000	267.77	.00	267.77
130-51600-203-000	3,351.83	.00	3,351.83

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
130-51600-207-000	1,298.24	.00	1,298.24
130-55110-201-000	67.54	.00	67.54
130-55110-204-000	80.00	.00	80.00
130-55110-205-000	512.00	.00	512.00
130-55110-207-000	27,913.26	.00	27,913.26
130-55110-301-000	262.81	.00	262.81
130-55110-304-101	6,636.50	.00	6,636.50
130-55110-304-102	835.35	.00	835.35
130-55110-304-103	2,598.57	.00	2,598.57
130-55110-304-104	526.81	.00	526.81
130-55110-304-105	952.76	.00	952.76
130-55110-306-000	244.27	.00	244.27
140-21211-000-000	.00	38,547.58-	38,547.58-
140-46725-000-000	75.00	.00	75.00
140-51430-176-000	23.72	.00	23.72
140-54600-204-000	23,052.00	.00	23,052.00
140-55200-202-000	110.00	.00	110.00
140-55200-203-000	592.68	.00	592.68
140-55200-303-000	352.59	.00	352.59
140-55200-304-000	765.42	.00	765.42
140-55200-305-000	8,547.48	.00	8,547.48
140-55300-202-000	360.00	.00	360.00
140-55300-207-000	1,703.50	.00	1,703.50
140-55300-302-000	36.00	.00	36.00
140-55300-304-000	1,228.91	.00	1,228.91
140-55300-306-101	145.52	.00	145.52
140-55300-306-103	365.74	.00	365.74
140-55420-203-000	1,189.02	.00	1,189.02
310-21211-000-000	.00	822.70-	822.70-
310-51410-207-000	822.70	.00	822.70
660-21211-000-000	.00	25,503.74-	25,503.74-
660-51400-921-000	36.00	.00	36.00
660-51400-923-000	5,575.49	.00	5,575.49
660-51400-924-000	2,760.90	.00	2,760.90
660-51400-926-176	48.65	.00	48.65
660-53700-601-200	489.56	.00	489.56
660-53700-614-200	763.75	.00	763.75
660-53700-623-000	5,075.78	.00	5,075.78
660-53700-642-200	46.00	.00	46.00
660-53700-652-200	1,339.06	.00	1,339.06

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
660-53700-673-000	3,146.10	.00	3,146.10
660-53700-676-000	612.92	.00	612.92
660-53700-677-000	258.28	.00	258.28
660-57000-207-000	5,351.25	.00	5,351.25
670-18100-000-000	500,000.00	.00	500,000.00
670-21211-000-000	.00	603,603.25-	603,603.25-
670-51510-207-000	3,450.00	.00	3,450.00
670-51600-202-000	821.00	.00	821.00
670-51600-203-000	10,264.44	.00	10,264.44
670-53610-176-000	68.69	.00	68.69
670-53610-207-000	2,577.78	.00	2,577.78
670-53610-209-000	3,681.20	.00	3,681.20
670-53610-301-000	235.00	.00	235.00
670-53610-302-000	36.00	.00	36.00
670-53610-303-000	470.45	.00	470.45
670-53610-304-000	2,740.96	.00	2,740.96
670-53610-305-000	30,570.98	.00	30,570.98
670-53610-307-000	12,102.12	.00	12,102.12
670-53630-207-000	17,458.78	.00	17,458.78
670-57410-804-000	19,125.85	.00	19,125.85
Grand Totals:	<u>3,860,505.39</u>	<u>3,860,505.39-</u>	<u>.00</u>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

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Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

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VILLAGE OF CROSS PLAINS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & TAX EQUIVALENTS	.00	1,329,210.67	1,419,850.00	90,639.33	93.6
STATE/FEDERAL AID	88,893.31	480,012.88	407,750.00	( 72,262.88)	117.7
LICENSES & PERMITS	9,096.16	87,032.49	91,250.00	4,217.51	95.4
FINES & FORFIETURES	797.40	13,417.18	25,250.00	11,832.82	53.1
PUBLIC CHARGES	21,307.32	101,433.73	107,750.00	6,316.27	94.1
INTERGOVERNMENTAL CHGS	.00	.00	15,000.00	15,000.00	.0
MISCELLANEOUS REVENUES	10,267.64	92,100.50	23,750.00	( 68,350.50)	387.8
	<u>130,361.83</u>	<u>2,103,207.45</u>	<u>2,090,600.00</u>	<u>( 12,607.45)</u>	<u>100.6</u>
<u>EXPENDITURES</u>					
VILLAGE BOARD EXPENSES	446.17	12,849.66	22,400.00	9,550.34	57.4
MUNICIPAL COURT EXPENSES	2,359.71	20,994.92	25,250.00	4,255.08	83.2
VILLAGE ADMINISTRATION EXPENSE	13,891.18	141,993.10	159,700.00	17,706.90	88.9
PERSONNEL EXPENSES	6,353.39	51,532.87	61,000.00	9,467.13	84.5
ELECTIONS EXPENSES	180.00	5,297.86	8,000.00	2,702.14	66.2
FINANCIAL MANAGEMENT EXPENSES	745.08	17,505.67	18,250.00	744.33	95.9
VILLAGE ASSESSOR EXPENSES	788.92	8,830.92	10,250.00	1,419.08	86.2
INSURANCE & RISK MGMT EXPENSE	16,889.60	48,240.40	64,000.00	15,759.60	75.4
GENERAL BUILDINGS AND PLANT	1,280.25	32,487.62	42,250.00	9,762.38	76.9
CONTINGENCY EXPENSES	.00	12,480.55	20,000.00	7,519.45	62.4
POLICE EXPENSES	66,047.72	580,419.26	644,500.00	64,080.74	90.1
CROSS PLAINS BERRY FIRE DIST	60,301.43	108,730.57	108,500.00	( 230.57)	100.2
CROSS PLAINS EMS EXPENSES	.00	67,280.00	67,250.00	( 30.00)	100.0
BUILDING INSPECTION SERVICES	779.10	21,898.40	30,000.00	8,101.60	73.0
PUBLIC FACILITIES EXPENSES	43,689.30	474,127.12	489,250.00	15,122.88	96.9
STREET LIGHTING EXPENSES	.00	50,618.04	84,000.00	33,381.96	60.3
REFUSE & GARBAGE COLLECTION	13,627.00	149,172.00	176,000.00	26,828.00	84.8
COMMUNITY DEVELOPMENT	4,112.95	49,904.98	60,000.00	10,095.02	83.2
TRANSFERS TO OTHER FUNDS EXPE	.00	.00	85,000.00	85,000.00	.0
	<u>231,491.80</u>	<u>1,854,363.94</u>	<u>2,175,600.00</u>	<u>321,236.06</u>	<u>85.2</u>
	<u>( 101,129.97)</u>	<u>248,843.51</u>	<u>( 85,000.00)</u>	<u>( 333,843.51)</u>	<u>292.8</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

CAPITAL PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & TAX EQUIVALENTS	.00	7,000.00	7,000.00	.00	100.0
STATE/FEDERAL AID	12,802.86	28,713.86	.00	( 28,713.86)	.0
MISCELLANEOUS REVENUES	11,019.35	172,915.67	25,000.00	( 147,915.67)	691.7
TRANSFERS & OTHER FUNDING	.00	865,000.00	983,000.00	118,000.00	88.0
	<u>23,822.21</u>	<u>1,073,629.53</u>	<u>1,015,000.00</u>	<u>( 58,629.53)</u>	<u>105.8</u>
<u>EXPENDITURES</u>					
GENERAL PUBLIC BUILDINGS	.00	36,834.67	37,000.00	165.33	99.6
POLICE EXPENSES	.00	12,679.66	12,700.00	20.34	99.8
CROSS PLAINS BERRY FIRE DIST	.00	33,373.00	33,500.00	127.00	99.6
CROSS PLAINS AREA EMS EXPENSE	.00	.00	87,000.00	87,000.00	.0
PUBLIC FACILITIES EXPENSES	17,697.15	215,880.37	623,500.00	407,619.63	34.6
PARKS, REC, & CONSERVANCY	.00	43,593.31	219,000.00	175,406.69	19.9
DEBT SERVICE EXPENSES	.00	16,132.23	16,150.00	17.77	99.9
	<u>17,697.15</u>	<u>358,493.24</u>	<u>1,028,850.00</u>	<u>670,356.76</u>	<u>34.8</u>
	<u>6,125.06</u>	<u>715,136.29</u>	<u>( 13,850.00)</u>	<u>( 728,986.29)</u>	<u>5163.4</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & TAX EQUIVALENTS	.00	290,794.00	290,794.00	.00	100.0
STATE/FEDERAL AID	.00	100,991.00	100,991.00	.00	100.0
FINES & FORFIETURES	118.64	2,209.84	4,250.00	2,040.16	52.0
PUBLIC CHARGES	31.45	5,029.38	4,530.00	( 499.38)	111.0
MISCELLANEOUS REVENUES	50.00	678.00	750.00	72.00	90.4
TRANSFERS & OTHER FUNDING	.00	2,000.00	2,000.00	.00	100.0
	<u>200.09</u>	<u>401,702.22</u>	<u>403,315.00</u>	<u>1,612.78</u>	<u>99.6</u>
<u>EXPENDITURES</u>					
PERSONNEL EXPENSES	6,098.77	62,769.96	68,500.00	5,730.04	91.6
BUILDING EXPENSES	986.64	31,918.86	42,365.00	10,446.14	75.3
OPERATIONAL EXPENSES	26,283.39	252,197.42	292,450.00	40,252.58	86.2
	<u>33,368.80</u>	<u>346,886.24</u>	<u>403,315.00</u>	<u>56,428.76</u>	<u>86.0</u>
	<u>( 33,168.71)</u>	<u>54,815.98</u>	<u>.00</u>	<u>( 54,815.98)</u>	<u>.0</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

PARKS & RECREATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & TAX EQUIVALENTS	.00	278,575.00	278,575.00	.00	100.0
PUBLIC CHARGES	8,807.58	304,889.98	232,550.00	( 72,339.98)	131.1
TRANSFERS & OTHER FUNDING	.00	.00	10,000.00	10,000.00	.0
	<u>8,807.58</u>	<u>583,464.98</u>	<u>521,125.00</u>	<u>( 62,339.98)</u>	<u>112.0</u>
<u>EXPENDITURES</u>					
PERSONNEL EXPENSES	5,068.63	57,251.43	65,025.00	7,773.57	88.1
AGING EXPENSES	.00	19,210.00	20,000.00	790.00	96.1
PARKS EXPENSES	8,638.89	73,725.21	107,100.00	33,374.79	68.8
RECREATION EXPENSES	18,044.15	183,828.70	198,250.00	14,421.30	92.7
POOL EXPENSES	2,914.55	108,098.92	120,750.00	12,651.08	89.5
TRANSFERS OUT	.00	10,000.00	10,000.00	.00	100.0
	<u>34,666.22</u>	<u>452,114.26</u>	<u>521,125.00</u>	<u>69,010.74</u>	<u>86.8</u>
	<u>( 25,858.64)</u>	<u>131,350.72</u>	<u>.00</u>	<u>( 131,350.72)</u>	<u>.0</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & TAX EQUIVALENTS	.00	1,004,250.00	1,004,250.00	.00	100.0
TRANSFERS & OTHER FUNDING	.00	44,448.00	44,500.00	52.00	99.9
	<u>.00</u>	<u>1,048,698.00</u>	<u>1,048,750.00</u>	<u>52.00</u>	<u>100.0</u>
<u>EXPENDITURES</u>					
DEBT EXPENSES	38,940.00	1,049,851.01	1,050,050.00	198.99	100.0
	<u>38,940.00</u>	<u>1,049,851.01</u>	<u>1,050,050.00</u>	<u>198.99</u>	<u>100.0</u>
	<u>( 38,940.00)</u>	<u>( 1,153.01)</u>	<u>( 1,300.00)</u>	<u>( 146.99)</u>	<u>( 88.7)</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

TAX INCREMENT DISTRICT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES & TAX EQUIVALENTS	.00	517,562.51	517,500.00	( 62.51)	100.0
STATE/FEDERAL AID	.00	9,174.32	6,750.00	( 2,424.32)	135.9
MISCELLANEOUS REVENUES	.00	30,681.87	.00	( 30,681.87)	.0
TRANSFERS & OTHER FUNDING	.00	.00	85,000.00	85,000.00	.0
	<u>.00</u>	<u>557,418.70</u>	<u>609,250.00</u>	<u>51,831.30</u>	<u>91.5</u>
<u>EXPENDITURES</u>					
EXECUTIVE EXPENSES	7,500.00	15,891.75	83,250.00	67,358.25	19.1
ACCOUNTING EXPENSES	.00	1,500.00	1,500.00	.00	100.0
DEBT SERVICE EXPENSES	.00	452,036.25	452,250.00	213.75	100.0
TRANSFERS OUT	.00	122,698.00	122,750.00	52.00	100.0
	<u>7,500.00</u>	<u>592,126.00</u>	<u>659,750.00</u>	<u>67,624.00</u>	<u>89.8</u>
	<u>( 7,500.00)</u>	<u>( 34,707.30)</u>	<u>( 50,500.00)</u>	<u>( 15,792.70)</u>	<u>( 68.7)</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PUBLIC CHARGES	39,397.96	397,703.31	480,500.00	82,796.69	82.8
MISCELLANEOUS REVENUES	76.39	1,258.90	14,750.00	13,491.10	8.5
TRANSFERS & OTHER FUNDING	.00	37,494.35	33,500.00	( 3,994.35)	111.9
	<u>39,474.35</u>	<u>436,456.56</u>	<u>528,750.00</u>	<u>92,293.44</u>	<u>82.5</u>
<u>EXPENDITURES</u>					
ADMINISTRATIVE AND GENERAL	15,523.17	111,909.85	127,500.00	15,590.15	87.8
FINANCIAL ADMIN EXPENENSES	.00	56,415.14	256,250.00	199,834.86	22.0
WATER SERVICE EXPENSES	25,197.15	131,653.58	185,500.00	53,846.42	71.0
CAPITAL OUTLAY	1,479.75	4,260.25	105,000.00	100,739.75	4.1
	<u>42,200.07</u>	<u>304,238.82</u>	<u>674,250.00</u>	<u>370,011.18</u>	<u>45.1</u>
	<u>( 2,725.72)</u>	<u>132,217.74</u>	<u>( 145,500.00)</u>	<u>( 277,717.74)</u>	<u>90.9</u>

VILLAGE OF CROSS PLAINS  
 FUND SUMMARY  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2019

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PUBLIC CHARGES	116,047.34	1,172,792.42	1,381,190.00	208,397.58	84.9
MISCELLANEOUS REVENUES	19.14	11,023.26	11,050.00	26.74	99.8
TRANSFERS & OTHER FUNDING	.00	75,472.52	54,750.00	( 20,722.52)	137.9
	<u>116,066.48</u>	<u>1,259,288.20</u>	<u>1,446,990.00</u>	<u>187,701.80</u>	<u>87.0</u>
<u>EXPENDITURES</u>					
ACCOUNTING EXPENSES	1,975.00	16,032.05	437,750.00	421,717.95	3.7
GENERAL BUILDINGS AND PLANT	1,204.92	47,510.06	67,500.00	19,989.94	70.4
SEWAGE SERVICE EXPENSES	33,169.69	359,571.52	363,500.00	3,928.48	98.9
SOLID WASTE DISPOSAL EXPENSES	7,147.65	128,445.75	190,000.00	61,554.25	67.6
CAPITAL OUTLAY EXPENSES	4,083.30	80,983.37	705,500.00	624,516.63	11.5
DEBT SERVICE EXPENSES	.00	134,254.40	134,350.00	95.60	99.9
	<u>47,580.56</u>	<u>766,797.15</u>	<u>1,898,600.00</u>	<u>1,131,802.85</u>	<u>40.4</u>
	<u>68,485.92</u>	<u>492,491.05</u>	<u>( 451,610.00)</u>	<u>( 944,101.05)</u>	<u>109.1</u>



## Cross Plains Police Department

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Date:

To: Village Administrator Bill Chang

Ref: Operator's License Application

On January 03, 2020 I received an Application for an Operator's License from a Kailey N. Niebuhr. A review of Ms. Niebuhr's arrest and conviction record was completed in accordance with Village Ordinance 41.09 (b). The results of that review indicate Ms. Niebuhr has no arrest or convictions in contrast with Village ordinance 41.09(c).

Kailey N. Niebuhr therefore meets the criteria set forth in Village Ordinance 41.09(c) to receive an operator's license.

Thomas J. Janssen  
Chief of Police

**Application for an "Operator's" License**

To Serve Fermented Malt Beverages and Intoxicating Liquors

WI 12/26, 2019  
Date Year

I, the undersigned, do hereby respectfully make application to the local governing body of the Village of Cross Plains, County of Dane, Wisconsin for a License to serve, from the date hereof to June 30, 20\_\_\_\_, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolution, ordinances and regulation, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

I certify that I am 30 years of age. Date of Birth 05 23 1989 Lanes  
Name of Establishment

**Answer the following questions fully and completely:**

Name: Kailey N Niebohr Is application new or a renewal? new  
First MI Last

Address of Applicant: 6083 valley Brook Rd Wausaukee 53597 (608)225-9952  
Street Address City ZIP Code Phone Number

If renewal (within the past 2 years held a Class "A", "Class A", "Class C", Class "B" or "Class B" license or permit or a manager's or operator's license).

Where was the privilege obtained? (Town) \_\_\_\_\_  
City  
Village

As required by WI Statutes Section 125.17(6), have you completed the alcohol awareness course? yes

If so, where? online

Have you ever had a criminal conviction? If yes, what and where? no

Have you been convicted of any license law or ordinance regulating Fermented malt beverages or intoxicating liquors? no

If so, name of court: \_\_\_\_\_

STATE OF WISCONSIN  
DANE COUNTY

Kailey Niebohr, being first duly sworn on oath says that (s)he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

X Kailey Niebohr  
Applicant sign here

X 12/26/2019  
Date of Application

Date of Board Approval \_\_\_\_\_

Subscribed and sworn to before me this 26

Day of Dec, 2019

Dane County, Wis.

Notary Public: Renee D. Bratton

My Commission Expires: 4/25/21



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# WISCONSIN SELLER / SERVER CERTIFICATION

**Trainee Name:** Kailey Niebuhr

**School Name:** 360training.com, Inc.

**Date of Completion:** 12/16/2019

**Certification #:** WI-107222

I, 

Certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17,134.66



learn<sup>2</sup>  
serve

Corporate Headquarters

6801 N Capital of Texas Hwy, Bldg 1,  
Suite 250, Austin, TX 78731  
P: 877.881.2235

## OPERATOR'S LICENSE \$45.00

**WHEREAS**, the local governing body of the Village of Cross Plains, County of Dane, Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to:

**Kailey N. Niebuhr**

**AND WHEREAS**, the said applicant has paid to the treasurer the sum of \$45.00 as required by local ordinances and has complied with all the requirements necessary for obtaining a license,

**NOW THEREFORE**, An "Operator's License", pursuant to Sections 125.32 (2) and 125.68 (2) of the Wisconsin Statutes, and local ordinances, is hereby issued to the said applicant.

**For the period from July 1, 2019 to June 30, 2020.**

GIVEN UNDER MY HAND AND THE CORPORATE SEAL OF THE VILLAGE OF CROSS PLAINS, COUNTY OF DANE, STATE OF WISCONSIN, and THIS 27th DAY OF JANUARY, 2019.



\_\_\_\_\_  
Bill Chang  
Village of Cross Plains

License must be FRAMED and POSTED in a conspicuous place in the room where Fermented Malt Beverages and/or Wine Coolers are drawn removed for service or sale.



## Cross Plains Police Department

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Date: 1/9/2020

To: Village Administrator Bill Chang

Ref: Operator's License Application

On January 8, 2020 I received an Application for an Operator's License from Nidia Yanet Trevino-Reyes. A review of Ms. Trevino-Reyes arrest and conviction record was completed in accordance with Village Ordinance 41.09 (b). The results of that review indicate Ms. Trevino-Reyes has no arrest or convictions in contrast with Village ordinance 41.09(c).

Nidia Yanet Trevino-Reyes therefore meets the criteria set forth in Village Ordinance 41.09(c) to receive an operator's license.

Antonio J. Ruesga Jr.  
Chief of Police

# Application for an "Operator's" License

To Serve Fermented Malt Beverages and Intoxicating Liquors

WI \_\_\_\_\_

Date \_\_\_\_\_ Year \_\_\_\_\_

I, the undersigned, do hereby respectfully make application to the local governing body of the Village of Cross Plains, County of Dane, Wisconsin for a License to serve, from the date hereof to June 30, 20\_\_\_\_, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolution, ordinances and regulation, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

I certify that I am \_\_\_\_\_ years of age. Date of Birth \_\_\_\_\_ Maple Leaf Farm Rest.  
Name of Establishment

### Answer the following questions fully and completely:

Name: Nidia Yanet Trevino-Reyes Is application new or a renewal? New  
First MI Last

Address of Applicant: 3052 Acker St. Cross Plains WI 53524 6008  
Street Address City ZIP Code Phone Number

If renewal (within the past 2 years held a Class "A", "Class A", "Class C", Class "B" or "Class B" license or permit or a manager's or operator's license).

Where was the privilege obtained? (Town) Cross Plains  
City Village

As required by WI Statutes Section 125.17(6), have you completed the alcohol awareness course? Yes.

If so, where? On-line

Have you ever had a criminal conviction? If yes, what and where? no

Have you been convicted of any license law or ordinance regulating Fermented malt beverages or intoxicating liquors? no

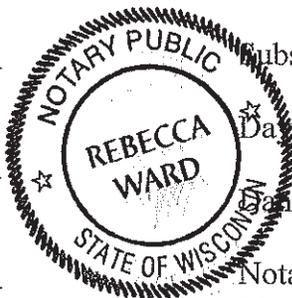
If so, name of court: \_\_\_\_\_

STATE OF WISCONSIN  
DANE COUNTY

Nidia Yanet Trevino, being first duly sworn on oath says that (s)he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

X [Signature]  
Applicant sign here

X 1/8/2020  
Date of Application



Subscribed and sworn to before me this 8th  
Day of January, 2020  
Dane County, Wis.

Date of Board Approval \_\_\_\_\_

Notary Public: Rebecca Ward  
My Commission Expires: 07/29/23



Responsible Serving of Food and Alcohol

# Wisconsin Responsible Serving of Alcohol

This certificate confirms that  
**NIDIA TREVINO-REYES**

has successfully passed the Rservering Responsible Serving of Alcohol course of study.  
 This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6) and 125.04 (5) (a) 5. Wis. Stats.

AUTHENTIC



Certificate #: PSCC10000441323  
 Award Date: 01-07-2020  
 Expiration Date: 01-06-2022

To verify this certificate, go to Rservering.com.

*Robert V Graham*  
 Robert Graham, President/CEO

**OPERATOR'S LICENSE \$45.00**

**WHEREAS**, the local governing body of the Village of Cross Plains, County of Dane, Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's License" to:

**Nidia Yanet Trevino-Reyes**

**AND WHEREAS**, the said applicant has paid to the treasurer the sum of \$45.00 as required by local ordinances and has complied with all the requirements necessary for obtaining a license,

**NOW THEREFORE**, An "Operator's License", pursuant to Sections 125.32 (2) and 125.68 (2) of the Wisconsin Statutes, and local ordinances, is hereby issued to the said applicant.

**For the period from July 1, 2019 to June 30, 2020.**

GIVEN UNDER MY HAND AND THE CORPORATE SEAL OF THE VILLAGE OF CROSS PLAINS, COUNTY OF DANE, STATE OF WISCONSIN, and THIS 27th DAY OF JANUARY, 2019.



\_\_\_\_\_  
Bill Chang  
Village of Cross Plains

License must be FRAMED and POSTED in a conspicuous place in the room where Fermented Malt Beverages and/or Wine Coolers are drawn removed for service or sale.

# Village Board Updates – 1-27-2020:

## Progress on Road Routes & Trails in and around the Village of Cross Plains:

- Attended multiple board meetings at the Town of Berry and Town of Cross Plains and Town of Vermont. All look promising and are gathering information and establishing implementation. Votes in CP and Berry scheduled for February and look positive.
- Private trail options are progressing. We have landowner's permission and are defining the specific routes North & South.
- Village Safety Committee approved for consideration to the Village of CP Board. Parks and Recreation moved for approval of a 6-month pilot and the ability to revisit after 1 riding season (May 15 – September 15)

## Specific Ordinance Notes:

- The request is to use village road routes only. There will be no access in any village parks or conservancy.
- Riding time in the village would be 8 am – 10 pm and lights on would be required along with following all traffic laws.
- Roads in the village would be open except for Main Street (highway 14).
- Our ATV Club will pay for all signs and posts. We will also pay for replacements or additions as needed.
- We would like the Village Board to support the addition of ATV-UTV road routes within the village.

## Cross Plains Area Wheelers Updates:

- Voted to merge with the Badger ATV Club of Mount Horeb, WI effective 1-1-2020.
- This merger will strengthen numbers to approximately 150 members and 50 business sponsors.
- This action will also establish a Safety & Road Routes committee for the ongoing administration of new and existing road routes and trails. Committee will have 2 teams (Safety & Training, Road Routes & Trails)
- Our next meeting is February 13 at Hooty's in Cross Plains. All potential members are welcome to attend.
- We hosted a Euchre Fundraiser that was successful at Main Street Lanes. \$1,200 raised for signs.
- We are excited about this update and consider it a win-win for all involved.



# Economic Development



- **Cross Plains ED** – Many in the community have complained of no local Hardware store and the World of Variety closing. They should all support our plans for road routes and private trails. It’s quite simple. Everyday Cross Plains residents go East on Hwy 14 to spend money in Middleton and Madison. An ATV-UTV trail is a draw to get residents from those areas and further away to discover our beautiful area and our local businesses. This Economic Development opportunity will not cost Taxpayers one dollar. Our non-profit organization will cover all signage, trail work and safety training courses for members. It’s a win-win economic opportunity driven entirely by volunteers.
- **Cross Plains Residents** – Currently any village resident that wants to ride their ATV-UTV must trailer to Iowa County or further for riding opportunities. This would be a very nice amenity for all residents who have one or will purchase one in the future. Our area has beautiful views and topography. I often see deer and wildlife while riding.
- **Economic Impact Results from the Tri-County Trail & Jackson County**
  - **The Tri-County Trail runs from Monroe to Mineral Point in Southern WI.**
  - 2011 Study by the UW showed an impact of over \$13 million dollars annually
  - Average spent per trip by users: \$175 - \$220
  - **Jackson County & Black River Falls are a destination for ATV & UTV users.**
  - 2015 Study showed an economic impact of between \$7.6 Million and \$9.2 Million annually
  - Average spent per trip by users: \$355 - \$427 (More overnight stays in this region)
  - Interestingly, as more counties open ATV-UTV trails and road routes these two areas are seeing annual ATV-UTV revenue decrease. Our area should benefit from this trend.

## Ordinance Notes:

- In addition to the safety class requirement all ATVs need to have current registration and a license plate.
- We would also like a headlight on requirement for our road routes and trails (easier to see in mirrors and safer for all)
- CPAW would pay for all signage and assist with safety training and communication
- Our proposal would be for all village roads to be open to ATV-UTV traffic except for Hwy 14
- Hours of operation are 8 am – 10 pm and follow all existing speed limits and traffic signals.

### 2 - ATV operation on state highways with speed limits of 35 mph or less within municipal boundaries

A town, village or city may enact an ordinance under Wis. Stat. s. 23.33(11)(am)4. to authorize the operation of ATVs on a highway that has a speed limit of 35 mph or less and is located within the territorial boundaries of the town, village or city. In this case, ATV operation on a state highway is not subject to WisDOT approval.

Much of the state highway system operates with speed limits above 35 mph, and these higher speed roads remain off-limits to ATV use without approval from WisDOT. Speed limits on any road are set after careful consideration to enhance safety and facilitate traffic flow for the traveling public, and are typically not based on a specific type of vehicle. Anyone interested in how speed limits are established is encouraged to view WisDOT's [pamphlet](#) on the topic.

All-terrain vehicle and utility terrain vehicle riding is a growing sport in Wisconsin. Along with the privilege of enjoying the sport comes the responsibility of making sure you are operating these vehicles safely and responsibly. ATV and UTV operators born on or after Jan. 1, 1988 who are at least 12 years old for ATV (and at least 16 years old for UTV) must complete an ATV and UTV safety certification course in order to operate on public ATV/UTV trails and areas in Wisconsin. DNR Conservation Wardens recommend all ATV and UTV operators complete a safety course.

# Law Enforcement and Local Board Members Feedback:

**From:** Tim Becker <Tbecker@reedsburgpolice.com>  
**Sent:** Monday, March 5, 2018 11:27 AM  
**To:** bob Spencer  
**Subject:** RE: City of Baraboo ATV Route

Hi Bob,

In 2016 the City of Reedsburg Common Council adopted a UTV/ATV route through the City limits. Since that time the Reedsburg Police Department has NOT had any issues with the operation of ATVs/UTVs. We have NOT had noise complaints, speed complaints or traffic collisions. Although I have seen them operating through the City, they basically go unnoticed. It has been my experience that the average UTV/ATV operator has been mindful of traffic and safety concerns and very cooperative. If there is anything else I can provide please let me know!

**Chief Tim Becker**  
Reedsburg Police Department

**From:** Ed Brooks <ebb Brooks@rucls.net>  
**Sent:** Monday, March 19, 2018 3:21 PM  
**To:** baraboobluffsatvclub@gmail.com  
**Subject:** expansion of trails in the Town of Reedsburg

To whom it may concern: A couple years ago the Town of Reedsburg introduced a couple of routes to allow ATV/UTV riders access to the City of Reedsburg. We experienced no problems with Club Members or they observance of Trail Rules. After expanding the list of access points last year again without problem this year we opened all of our Town Roads to ATV/UTVs. The club will contact individuals who live on dead end roads and mark these roads according to the wishes of those residents. The State has simplified the signing process and this is one of the reasons why we opened the entire Town to riders. Ed Brooks, Chairman. Town of Reedsburg 608-524-3902 or at the e-mail above

**From:** Julie Strutz <julesstrutz@yahoo.com>  
**Sent:** Monday, March 19, 2018 11:00 AM  
**To:** baraboobluffsatvclub@gmail.com  
**Subject:** ATV Route

My name is Julie Strutz and a Town of Westfield Supervisor. We adopted an ordinance for our township in 2017. There were concerns when we went through the process but agreed to adopt it and review on a yearly basis. We have not had 1 single complaint.

Cross Plains Village Board,

As a local Cross Plains resident for over 18 years and a member of the law enforcement community for close to 26 years, I fully support local ATV/UTV road routes and trails throughout Cross Plains and in the surrounding area. From my extensive experience of riding snowmobiles and ATVs, those who own and ride these recreational vehicles are very responsible and respectful to landowners and provide a great deal of support to our economy as they assist our local business owners in a variety of different ways including volunteer efforts.

Thanks,  
Captain Troy Hellenbrand, Middleton Police Department

**From:** policedept@elroywi.com  
**Sent:** Wednesday, March 21, 2018 7:06 AM  
**To:** baraboobluffsatvclub@gmail.com  
**Subject:** RE: ATV routes

Bob,

The City of Elroy approved ATV/UTV routes back in the end of 2016. We have had no issues with the routes or any type of incidents involving ATV/UTV causing any issues with the flow of normal traffic. The route in Elroy allows a person to travel on HWY 80 across the bridge over the Baraboo River which also passes Kwik Trip here in town. As an avid UTV rider I would support Baraboo opening up routes allowing the use of ATV/UTV operation. If you would like a formal letter I will work on it in the next day or so, I have been swamped at work the past few days.

Tony R. Green, Police Chief  
Elroy Police Department

## Businesses and Non-Profits that Support ATV-UTV Routes in our Area

- Plastic Ingenuity
- K & K Manufacturing
- MP Power Sports
- Northwest Dane Senior Services
- Cross Plains Area Chamber of Commerce
- Hartung Brothers
- Main Street Lanes
- Kalscheur Implement
- Cross Plains Motors
- The R-Bar
- The Red Mouse
- Vetesnik Power Sports
- Hooty's Bar & Grill
- Home Remedies, LLC
- CP Riders
- Badger ATV Club
- Dresen Flooring Inc
- Van Den Bergh Plumbing
- Mid-Town Construction
- Statewide Supply – Bio Clean
- Statz & Harrop
- Pine Hill Farms LLC
- The Whippoorwill
- Latitude Graphics
- Vortex
- The Hilltop
- Culver's

# Conclusion



## Reasons to establish ATV routes in the Cross Plains area:

- ATV users spend money and it is an outstanding Economic Development opportunity!
- Our area is beautiful! Let's show it off while getting some Madison & Middleton money back into our economy. HWY 14 goes both ways.
- ATV Registrations have grown over 90% since 2000 in our state! 300,000 + are registered.
- Other communities have figured it out. We can as well. Richland Center, Mauston, Arena, Black Earth, Mazomanie. Let's add Cross Plains to the list.
- Our ATV Club will manage the costs and partner with our police and fire departments to safely execute.
- Road routes will simply take advantage of existing road infrastructure and the rubber tires do zero damage. The gas tax and registration fees ATVs pay are used for road maintenance.
- It is an amenity for residents. Why should they trailer to spend money in other communities?
- ATVs and UTVs average 40 mpg and some reach up to 80 mpg. Errands are fun and efficient.
- This use fits well with Cross Plains Sustainability and Buy Local focus. The Cross Plains Area Chamber of Commerce fully supports our efforts and understand it will positively impact many businesses.

## Reasons to oppose ATV routes in the Cross Plains area: (There really aren't any.....)

- We hear about Noise and Safety as two reasons to oppose. There is a decibel law in place, because ATVs and UTVs are 4 stroke motors, they are generally much quieter than snowmobiles or motorcycles. This is safely and respectfully done in most counties in our state.
- We also hear, "but we are a hiking and biking destination". To that, we say, we can be both. ATVs co-exist well all over the state including near the Kickapoo Valley Reserve and in the Minocqua area. We are partners with other opportunities, not competitors.
- We feel strongly that this is a great opportunity for our area, and we are investing our own time and money to make it happen. We appreciate your consideration and hope we can move forward together.

## **Public Safety Committee**

### *Regular Meeting Notice and Agenda*

#### **Village of Cross Plains**

2417 Brewery Road

Cross Plains, WI 53528

(608) 798-3241

Wednesday October 24,

2019

7:00 pm

I. Call to Order, Roll Call, and Pledge of Allegiance

Lori Zander called the regular Public Safety Committee meeting to order at 7:00pm.

Present: Lori Zander, Randy Swingen, Doug Brunner

Not Present: Terry Walker, Kevin Engeliem

II. Public Comment – None

III. Committee Discussion

**1. Discussion and Recommendation Regarding ATV/UTV routes in the Village**

After discussion Motion by Swingen, second by Brunner to Support the concept of street routes in the Village of Cross Plains and Recommend to the Village Board to consider opening Village streets (accept Hwy 14) as ATV/UTV routes with a review of the provided information regarding a Village ordinance and have the draft ordinance sent back to PSC for further review and revision. Unanimously carried.

**2. Discussion and Recommendation Regarding No Parking on North Military Rd.**

After discussion Motion by Swingen, Second by Brunner to recommend to the Village Board the west side of North Military Rd. (home side) be made No Parking During School Hours. Unanimously carried. Note: this is also heavily endorsed by department heads of Police, Public Facilities, and Park and Rec.

**3. Discussion and Recommendation Regarding Alternate Side Parking**

After discussion Motion by Swingen, second by Zander to recommend to the Village Board that alternate side parking NOT be considered anywhere in the Village and to remain with current ordinance regarding winter parking as written. Unanimously carried.

IV. **Schedule Next Meeting**

Date to be set at a later time.

- V. Adjournment: Motion by Brunner, second by Zander to Adjourn at 7:41pm.  
Unanimously carried

Respectfully submitted:  
Thomas J. Janssen  
Chief of Police

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or [bchang@cross-plains.wi.us](mailto:bchang@cross-plains.wi.us).

# Parks/Recreation Committee

## *Regular Meeting Minutes*

### **Village of Cross Plains**

#### Village of Cross Plains

2417 Brewery Road

Cross Plains, WI 53528

(608) 798-3241

Monday, January 20, 2020

6:00 pm

I. Call to Order, Roll Call, and Pledge of Allegiance

The meeting was called to order by Trustee Sarah Francois at 6:00 pm

Roll call: Jed Henry, Melissa Hinz, Sarah Borchardt, Sarah Francois

Not Present: Jennifer Bonti

Also Present: Michael Axon (Parks and Recreation Director), Kevin Engeliem, Mike Padrutt, Doug Brunner, Jim Wenzler

II. Public Comment – None

III. Reports

1. Committee Chairperson - None

2. Committee Members - None

3. Parks and Recreation Director – Director’s report was included in the packet. Two new Policies will be on future agenda’s, including Parks, Recreation and Conservancy Fund Balance Use and Parks and Open Space naming rights.

IV. Committee Discussion

**1. Discussion and possible action regarding the use of ATV/UTV’s on public streets within the Village of Cross Plains boundaries.**

Following discussion, a motion was made by Melissa Hinz, seconded by Sarah Borchardt to open up all Village Streets and designated park spaces (with agreement in place) and evaluate such use after 1 year. Roll Call Vote: Melissa Hinz (Y), Sarah Francois (Y), Sarah Borchardt (N), Jed Henry (N) – Motion Failed

Following discussion, a motion was made by Jed Henry, seconded by Sarah Borchardt to table the discussion until next month when we have five members. Roll Call Vote: Jed Henry (Y), Sarah Borchardt (Y), Melissa Hinz (N), Sarah Francois (N) – Motion Failed

Following discussion, a motion was made by Melissa Hinz, seconded by Jed Henry and unanimously approved to support the concept of street routes in the Village of Cross Plains and recommend to the Village Board to consider opening Village streets as ATV/UTV routes with a review of the program after 6 months and any/all use in Village Parks and Open Space must be by a formally signed agreement by the Village and member. Motion carried.

2. **Presentation and discussion of the survey results of the H.M. Zander Community Nature Park Visioning Session.** A presentation was given by Parks and Recreation Director with information provided in the packet.
3. **Discussion and possible action regarding a Request for Proposals for a Parks Plan, including preliminary engineering and design work for an amphitheater in H.M. Zander Community Nature Park.** – A motion was made by Jed Henry, seconded by Sarah Borchardt, and unanimously approved to recommend to the Village Board a Request for Proposals be submitted to qualified consultants to perform a Parks Site Plan for H.M. Zander Community Nature Park for preliminary site and engineering for an amphitheater structure in the park. Motion carried.

V. Adjournment

A motion was made by Melissa Hinz, seconded by Sarah Borchardt to adjourn at 7:49 pm. Motion carried.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or [bchang@cross-plains.wi.us](mailto:bchang@cross-plains.wi.us)

## Bill Chang

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**From:** Mike Wollmer <mgwdafarm@yahoo.com>  
**Sent:** Monday, December 2, 2019 10:57 AM  
**To:** Bill Chang; Jay Lengfeld  
**Subject:** Opposed to ATVs in the Village!

Mr. Chang & Mr. Lengfeld,

My wife and I are very much opposed to the use of ATV's on Village land and streets. The uncontrolled noise and potential for inappropriate use (medians, parks and sensitive areas) is in conflict with public safety and the pleasant, quiet, family environment that brought us to Cross Plains.

ATV's have their place in designated locations outside of Village limits.

Mike & Barbara Wollmer  
7029 Laufenberg Blvd  
Cross Plains, WI 53528



## Bill Chang

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**From:** Kris Loman <lomankris@gmail.com>  
**Sent:** Friday, December 6, 2019 11:55 PM  
**To:** Bill Chang  
**Subject:** ATV/UTV use in our community

Bill - I'm aware that a few ATVers show up at each meeting to support their club's proposal. I'm also aware that many residents are unaware of the proposal. Having read it, I am writing in opposition to allowing ATV/UTV traffic on our roadways as well as the development of trails. Please share my comments with the Village Board.

### Environmental Degradation

ATV/UTV impacts include noise pollution; damage to vegetation; increased runoff through soil compaction; soil erosion; and, degradation of water quality, all leading to habitat modification. Wildlife and people are impacted by the intensive use of the land by these polluting motorized vehicles.

The village just established a sustainability committee. Are we serious about pushing back against those things that degrade our environment and quality of life in and around the village or not?

### Quality of Life

On almost any winter night when we have a snow cover, I can step out and hear the buzz of snowmobiles flying across the fields. I would prefer to appreciate a lovely winter night without the noise pollution, but that ship has sailed.

Further, although snowmobiling is regulated, I've seen them drive up my street at 1:30 AM, and when I'm walking I see the tracks in people's yards and on sidewalks. And then there is the damage to streets, sidewalks, and curbs. Clearly not everyone plays by the rules.

There are laws regarding snowmobiles, and as we know, not everyone follows them. Likewise with ATV/UTV folks. Any laws in place are probably difficult to enforce as trail systems are vast. Even within communities, law enforcement is difficult (See the paragraph above about snowmobiles.).

### Economic Impact

I have a hunch that the ATV/UTV economic impact will be about the same as with the snowmobilers – a little business for a local bar. Is that really how we want to grow our economy?

### ATV/UTV Design and Our Infrastructure

ATVs/UTVs are utility vehicles and are great for getting specific tasking done. [However, they aren't designed for pavement.](#)

Also, our streets and roadways aren't designed to support these vehicles. Locally, as we get more bicycle traffic, scooters (Yes, I've seen them on Bourbon.), walkers and joggers, it's getting increasingly difficult to tend to all the activity outside of other cars. Our labyrinthine Glacier's Edge shopping area is interesting enough without ATVers riding their toys to the grocery store.

It seems to me the Village say yes to everything in an attempt to make money. We also tend to serve the few rather than the many. I ask that the board think about the environment in the broadest sense. Do we want more unnecessary traffic, more noise, more heavy land use, etc. so a few can play? Or is it okay to protect our environment and carve out a place of refuge for the majority of folks who want to get away from motor sports? We spend money, too.

Kris Loman  
1753 Ludden Dr

## Bill Chang

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**From:** Amalia Hicks <amalia.hicks@gmail.com>  
**Sent:** Thursday, January 23, 2020 9:30 AM  
**To:** Bill Chang  
**Subject:** No ATVs on Cross Plains public streets

Dear Mr. Chang,

I'm writing to express my strong opposition to a law that will be voted on by the board on Monday allowing ATVs on public streets in Cross Plains. As a parent, homeowner, taxpayer, and citizen of Cross Plains I have serious concerns for the safety of our children if this law is passed.

Please let me know if there is another way to officially contact the board. I plan to voice my opposition at the meeting on Monday and am aware of a number of other Cross Plains moms that also oppose this law.

I would appreciate an email back letting me know that you received this. I sent you an email on September 19th about a different issue (requesting a stop sign on Bourbon Rd. and Continental Ln.) and never heard back from you at all, so I'm wondering if my emails are going to spam.

Thanks so much for your time and understanding,  
Amalia Hicks

Amalia Hicks, Ph.D. | [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## Bill Chang

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**From:** Amalia Hicks <amalia.hicks@gmail.com>  
**Sent:** Friday, January 24, 2020 12:16 PM  
**To:** Bill Chang  
**Subject:** Some research on ATVs - please include in packet  
**Attachments:** SVIAOnRoadOppositionPosition-2016.pdf; village-of-cross-plains-wi.pdf; ATV\_environmental\_impacts.pdf

Dear Bill,

I have done some research on ATVs on roadways and trails in the last couple of days and would love it if you could include some of these materials in the reading packet for the meeting on Monday (attached).

In my research I have learned that there are over 100,000 injuries due to ATVs every year, and the more serious ones occur on roadways. The ATV trade group SVIA (Specialty Vehicle Institute of America) opposes the use of ATVs on roadways, so does the Consumer Federation of America (who has written a letter in opposition to the use of ATVs on roads to the Cross Plains board), and the US Forest Service has a research paper that shows that the use of ATVs damages the environment.

As a personal note, I lived on a dirt road in CO for 4 years that allowed ATV traffic - it was loud ALL weekend, people littered beer cans and swore in front of kids. I know our local residents wouldn't act that way, but I worry about bringing that kind of disruption to CP. My town in CO eventually banned ATVs from that road because of the disturbance it brought to the community. I'd much rather try to attract folks with quieter, more environmentally friendly activities such as hiking, snowshoeing, mountain biking, etc.

In addition to all of this, a new concern has come up for me over the last couple of days as I've talked to more people in the community about this. It seems to me that nobody really knows about it other than the ATV club. Therefore, if it can't be voted down on Monday, I would strongly urge the board to at least postpone their decision until we can communicate with the rest of the community. It's important that everyone's voice is heard (in my opinion anyway).

Thanks so much for your time and consideration!  
Amalia

Amalia Hicks, Ph.D. | [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Village Board  
Village of Cross Plains  
2417 Brewery Road  
Cross Plains, WI 53528

September 21, 2018

Dear Village Trustee:

As individuals and organizations dedicated to reducing deaths and injuries caused by off-highway vehicles (OHVs), we are writing to provide you with information about the safety implications of permitting OHVs on roads. We urge you to consider this information before you adopt any future proposal that would increase OHV access on the roads of the Village of Cross Plains.

Tragically, we have identified 125 OHV-related deaths in Wisconsin from January 2013 to August 2018. Of these deaths, 67 (54%) occurred on-road, 54 (43%) occurred off-road, and 4 (3%) occurred in an unknown location. Unfortunately, these numbers may continue to rise as we gather more data.

Allowing OHVs to use public roads suggests to the public that roadway riding is a safe and responsible use of OHVs when in fact, industry, regulators, and consumer and public health and safety advocates, all agree that OHVs are not safe on public roads.

We write to communicate the dangers of allowing OHVs on roads and hope that this information will help inform any policy decision you make.

### **Off-Highway Vehicles**

There are two main categories of OHVs—neither of which are designed for roadway use and should not be allowed on public roads.

- **All-Terrain Vehicles (ATVs):** ATVs are “off-road, motorized vehicles having three or four low-pressure tires, a straddle seat for the operator, and handlebars for steering control.”<sup>1</sup>
- **Recreational Off-Highway Vehicles (ROVs):** ROVs have “four or more wheels with low pressure tires; bench or bucket seating for two or more occupants; automotive-type controls for steering, throttle, and braking; rollover protective structures (ROPS); occupant restraint; and maximum speed capability greater than 30 mph.”<sup>2</sup>

### **More ATV and ROV Deaths Occur On Roadways than Off-Road**

While there is federal ATV fatality data, there is a lack of ROV fatality data. To fill this need, our coalition has started collecting data on ROVs to give decision makers a better sense of the dangers posed by OHVs besides ATVs. See our data and analysis on our OHV webpage [here](#).

- **ATV Roadway Crashes:** ATV crashes on the road account for over 60% of ATV-related deaths and over 30% of serious ATV injuries.<sup>3</sup> Roadway crashes are

more likely to involve multiple fatalities, collisions and head injuries. Victims in roadway crashes were less likely to be wearing protective gear such as helmets and were more likely to be carrying passengers, both things that are risk factors for ATV-related fatalities and injuries. From 1998-2007, roadway fatalities increased twice as fast as those off-road.<sup>4</sup> The National Highway Traffic Safety Administration released ATV-related fatality statistics for public roads showing that there were 3,411 deaths from 2004-2013, with 323 in 2013 alone.<sup>5</sup>

- **ROV Roadway Crashes:** There is much less data on the number and nature of ROV crashes in comparison to ATVs, but from 2013-2017 our coalition identified 472 ROV fatalities. The crash site could be identified in 457 of the 472 deaths. Of those 457 fatalities, 267 (57%) occurred on-road and 190 (40%) occurred off-road. As our coalition continues to gather more data, these figures may rise.

### **OHV Design Contributes to Roadway Deaths and Injuries**

Ultimately, OHVs are not safe on roads because they were not designed for roadway use.

- **OHVs<sup>6</sup> have a relatively narrow track and high-center of gravity:** These design features allow for riding in wooded areas and between obstacles, and provide high ground clearance for rough terrain. However, these features put OHVs at a higher risk for rollovers,<sup>7</sup> and require “that the vehicle takes wider turns than are found in standard road design.”<sup>8</sup>
- **OHVs have low-pressure, deep tread tires designed for off-road use:** Automobile tires have relatively shallow tread and are designed to continually grip and release roadway surfaces. In contrast, OHV tires are made to grab off-road terrain and can act unpredictably on roadway surfaces especially with increasing speed. The operator can easily lose control of the vehicle, potentially endangering the OHV rider, occupants of other vehicles, pedestrians, and bicyclists.<sup>9</sup>
- **Most ATVs lack a rear differential:** Most ATVs have a solid rear axle or locked rear differential which means that both the inside and outside wheels rotate at the same speed, unlike motor vehicles designed for roadways. This often requires that the OHV “take wider turns than are found in standard road design,”<sup>10</sup> and makes it more difficult for OHVs to negotiate roadway curves, especially at the speeds often traveled on roads.

### **Industry Associations Warn Against OHV Use on Public Roads and Paved Surfaces**

Both ATV and ROV trade associations warn against riding OHVs on roadways. The Specialty Vehicle Institute of America (SVIA), a not-for-profit association representing ATV manufacturers and dealers, has a strong policy statement against the use of ATVs on public roads. A training manual for ATV riders from the ATV Safety Institute, a division of SVIA, states:

Remember, ATVs are intended for off-road use only. Never operate an ATV on public roads, and always avoid paved surfaces. ATVs are not designed for use on public roads and other motorists may not see you.

ATVs are not designed to be used on paved surfaces because pavement may seriously affect handling and control.”<sup>11</sup>

Further, the SVIA makes clear that:

ATVs are designed, manufactured and sold for off-road use only. On-road vehicles must be manufactured and certified to comply with U.S. Department of Transportation Federal Motor Vehicle Safety Standards (FMVSS). These safety standards consist of extensive and detailed compliance requirements. Since ATVs are not intended to be used on-road, they are not designed, equipped or tested to meet such standards.<sup>12</sup>

The Recreational Off-Highway Vehicle Association (ROHVA) also directs riders to “avoid paved surfaces. ROVs are designed to be operated off-highway.”<sup>13</sup> These statements show that the manufactures of these vehicles, those who know the vehicles better than anyone, know that they should not be operated on roads. In addition to these statements from OHV trade associations, ATVs and ROVs are also required to have labels indicating that they should not be operated on paved roads or on public roads.

### **Unpaved and Rural Roads are Not Safe for OHV Use**

Many of the warnings against riding OHVs on roadways specifically mention the hazards of paved roads. While these warnings are accurate they are not sufficient and could incorrectly imply that unpaved roads are safe for OHV use.

A 2015 [study](#) of national ATV-related fatalities occurring from 1985-2012, found that in twenty-three states half or more of ATV roadway deaths occurred on unpaved road surfaces and that 42% of all ATV roadway deaths during this time period (6,625) took place on unpaved roads. In addition, more than two-thirds of all roadway ATV fatalities (paved and unpaved) did not involve another motor vehicle. This means that low traffic volume on rural roads does not necessarily translate into fewer deaths and injuries. In fact, riders in serious roadway crashes that occur on more remote roads may be at increased risk of death because of longer distances to trauma centers. While there is not yet similar data available for ROVs, given that ROVs are also designed for off-road use with similar design elements, there is no evidence supporting the idea that they would be safe on unpaved roads.

### **Additional Information**

The latest research about OHVs on roadways and OHV death and injuries, as well as a list of members of a national coalition formed to address this public health crisis and the advocacy efforts undertaken by this coalition are available [here](#).

We urge you to oppose any proposal to allow OHV use on public roads because doing so places the public, including OHV operators, pedestrians, bicyclists, and all motor vehicle drivers and their passengers at unnecessary risk.

We hope that you will consider these comments, and if we can be of any further assistance, please contact Michelle Styczynski at Consumer Federation of America at [mstyczynski@consumerfed.org](mailto:mstyczynski@consumerfed.org) or (202) 939-1000.

Sincerely,

Rachel Weintraub  
Legislative Director and  
General Counsel  
Consumer Federation of America

Mary Aitken, MD MPH  
Director, Injury Prevention Center  
at Arkansas Children's Hospital

Carolyn Anderson  
Co-Founder  
Concerned Families for ATV Safety

Michelle Styczynski  
Research Advocate  
Consumer Federation of America

Sue DeLoretto-Rabe  
Co-Founder  
Concerned Families for ATV Safety

Gerene Denning, PhD  
Emergency Medicine  
University of Iowa  
Iowa ATV Injury Prevention Task Force

Benjamin Hoffman MD FAAP  
Professor of Pediatrics  
Medical Director, Doernbecher  
Children's Safety Center  
Portland, OR

Charles Jennissen, MD  
Emergency Medicine  
University of Iowa  
Iowa ATV Injury Prevention  
Task Force  
Katie Kearney  
Concerned Families  
for ATV safety Member  
Sean's Law  
Massachusetts Safety Advocate  
Ben Kelley  
Director, Injury Control Policy  
The Trauma Foundation  
San Francisco General Hospital  
San Francisco, CA

Robin D. Schier, DNP, APRN,  
CPNP AC/PC  
Pediatric Emergency Medicine  
Texas Children's Hospital  
Houston, Texas

Gary A. Smith, MD, DrPH  
President, Child Injury  
Prevention Alliance

Gordon S. Smith, MD (MB.ChB, Otago),  
MPH Professor, Department of  
Epidemiology & Public Health  
University of Maryland School of  
Medicine Charles "McC" Mathias  
National Study Center for Trauma and  
EMSShock, Trauma and Anesthesiology  
Research – Organized Research Center

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<sup>1</sup> CPSC, 2013 Annual Report of ATV-Related Deaths and Injuries, February 2015.  
<http://www.cpsc.gov//Global/Research-and-Statistics/Injury-Statistics/Sports-and-Recreation/ATVs/2013-ATV-Annual-Rpt-of-ATV-Related-Deaths--Injuries.pdf>

<sup>2</sup> CPSC Briefing Package. Pg. 91.  
[www.cpsc.gov/Global/Newsroom/FOIA/CommissionBriefingPackages/2014/SafetyStandardforRecreationOff-HighwayVehicles-ProposedRule.pdf](http://www.cpsc.gov/Global/Newsroom/FOIA/CommissionBriefingPackages/2014/SafetyStandardforRecreationOff-HighwayVehicles-ProposedRule.pdf)

<sup>3</sup> Denning, Harland, Ellis, Jennissen, More fatal all-terrain vehicle crashes occur on the roadway than off: increased risk-taking characterizes roadway fatalities, Injury Prevention, 2012.  
<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3717765/>

<sup>4</sup> Id

<sup>5</sup> NHTSA, Fatalities in Traffic Crashes Involving All-Terrain Vehicles. <http://www-nrd.nhtsa.dot.gov/Pubs/812193.pdf>

<sup>6</sup> The Denning paper cited below deals with ATVs but the CPSC Briefing Package on the Proposed ROV Rule, Pg. 518, notes that ROVs are designed with narrow track widths and high ground clearance for use on off-road trails which results in a high risk of rollovers.

[www.cpsc.gov/Global/Newsroom/FOIA/CommissionBriefingPackages/2014/SafetyStandardforRecreationOff-HighwayVehicles-ProposedRule.pdf](http://www.cpsc.gov/Global/Newsroom/FOIA/CommissionBriefingPackages/2014/SafetyStandardforRecreationOff-HighwayVehicles-ProposedRule.pdf)

<sup>7</sup> Denning, Harland, Ellis, Jennissen, More fatal all-terrain vehicle crashes occur on the roadway than off: increased risk-taking characterizes roadway fatalities, Injury Prevention, 2012.  
<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3717765/>

<sup>8</sup> Id.

<sup>9</sup> Id. Discussing ATV tires. The CPSC Briefing Package. Pg. 410. Also defines ROVs as having low pressure tires. This allows one to infer that both categories of OHVs discussed here will have tires that are not suitable for on-road use and will have similar problems when used on-road as those described for ATVs in the 2012 report cited above.

[www.cpsc.gov/Global/Newsroom/FOIA/CommissionBriefingPackages/2014/SafetyStandardforRecreationOff-HighwayVehicles-ProposedRule.pdf](http://www.cpsc.gov/Global/Newsroom/FOIA/CommissionBriefingPackages/2014/SafetyStandardforRecreationOff-HighwayVehicles-ProposedRule.pdf)

<sup>10</sup> Denning, Harland, Ellis, Jennissen, More fatal all-terrain vehicle crashes occur on the roadway than off: increased risk-taking characterizes roadway fatalities, Injury Prevention, 2012.  
<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3717765/>

<sup>11</sup> Tips and Practice Guide for the All-Terrain Vehicle Rider, ATV Safety Institute.  
[http://atvsafety.org/downloads/ATV\\_Riding\\_Tips.pdf](http://atvsafety.org/downloads/ATV_Riding_Tips.pdf)

<sup>12</sup> Specialty Vehicle Institute of America, Position in Opposition to On-Road Operation of ATVs.  
<http://www.svia.org/Downloads/PositionPaperOpposingOn-RoadUse.pdf>

<sup>13</sup> ROV Safety Rules. <http://www.rohva.org/>

United States  
Department of  
Agriculture

Forest Service

National Technology &  
Development Program

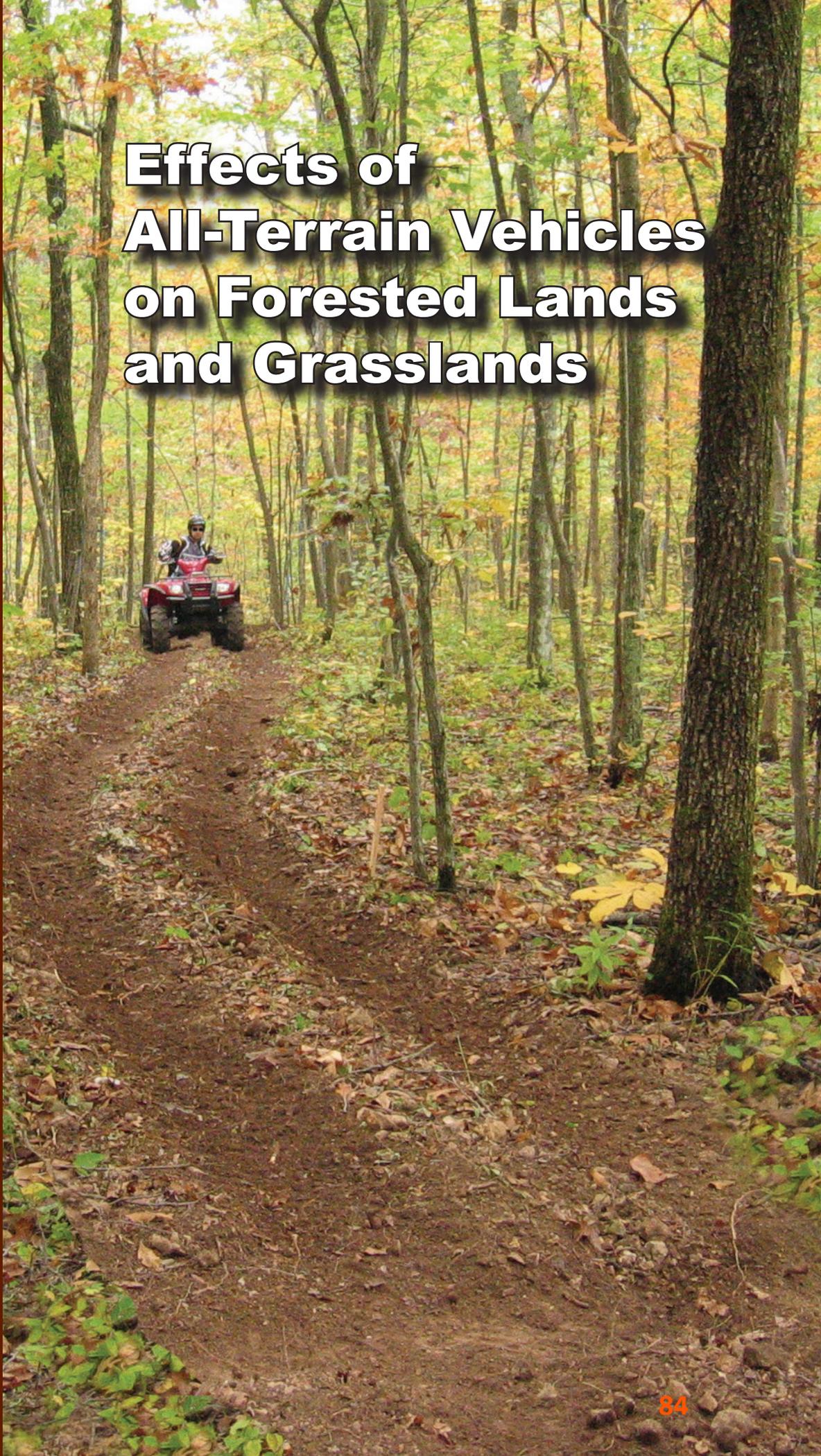
Recreation  
Management

0823 1811—SDTDC  
December 2008



U.S. Department  
of Transportation  
Federal Highway  
Administration

# Effects of All-Terrain Vehicles on Forested Lands and Grasslands



## **Acknowledgments**

Without the spirited cooperation and volunteer contributions from many forests, other Federal agencies, industry, and volunteer organizations this project would have been impossible to complete. We offer a special thanks to: The Minnesota Department of Natural Resources, The Federal Highway Administration, The Specialty Vehicle Institute Of America, The National Off-Highway Vehicle Conservation Council, and all of the participating forests.



## Effects of All-Terrain Vehicles on Forested Lands and Grasslands

Dexter Meadows, Landscape Architect,  
San Dimas Technology & Development Center

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## EXECUTIVE SUMMARY

One goal of the Forest Service, U.S. Department of Agriculture, is to provide outdoor recreation opportunities with minimized impacts to natural resources (USDA Forest Service 2006). All-terrain-vehicle (ATV) use on public lands is a rapidly expanding recreational activity. An estimated 11 million visits to national forests involve ATV use. This constitutes about 5 percent of all recreation visits to national forests (English 2003). When repeated ATV use occurs on undesignated trails, the impacts can exceed the land's ability to rehabilitate itself. The challenge for recreation managers is to address the needs—and conflicting expectations—of millions of people who use and enjoy the national forests while protecting the land's health and integrity.

In addition to a new travel management policy that restricts travel on undesignated trails, the Forest Service studied previously unused trails to determine the effects of ATV traffic on the natural resource. The study's three main questions were: Are natural resources being affected by ATV use; to what degree are natural resources being affected; and does the ATV's design make a difference in the effects? To answer these questions on a nationwide scale, the study was performed at seven locations within representative ecoregions. The ecoregions included Desert, High-elevation Western Mountains, Gulf Coastal Plains, and Eastern Broadleaf.

Yes, natural resources were affected by ATV traffic. At all seven locations, some portion of the previously unused trail transitioned from a low to medium disturbance class in 20 to 40 passes. Medium-disturbance occurred when two of the following three conditions were present: sixty-

percent loss of original ground cover, trail-width expansion to 72 inches, or wheel ruts up to 6 inches deep. At each location some portion of the trail transitioned from medium to high disturbance in 40 to 120 passes. High disturbance occurred when two of the following three conditions were present: more than 60-percent loss of original ground cover, trail width exceeding 72 inches, or wheel ruts deeper than 6 inches.

Disturbance levels were caused by three independent variables: sites, trail features, and vehicles and tires. There was a statistically significant difference between the number of passes required to transition from the low to medium disturbance class for the seven sites. Desert and Eastern-broadleaf ecoregions were the most susceptible to ATV traffic, and the Gulf Coastal Plain ecoregion was the least susceptible. Each ecoregion trail section that required wheel-spin or slip moved quickly to increasing levels of disturbance. Compared to tight-radius curves, nearly eight times as many passes were required to produce equal impacts on straight sections, and nearly five times as many passes were required for uphill or downhill sections.

There were no statistically significant differences for the sport and utility ATVs equipped with either original equipment manufacturer tires or after market tires with  $\frac{3}{4}$ -inch lugs. The study concluded that the impacts from the four combinations of vehicles and tires were indistinguishable.

Following any level of disturbance, runoff and sediment generated on the ATV trails increased by 56 percent and 625 percent, respectively, compared to the undisturbed forest floor. ATV trails are high-runoff, high-sediment producing strips on a low-

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runoff, low-sediment producing landscape. Frequent diversions of the trail runoff onto the forest floor will reduce the amount of sediment and runoff as it infiltrates into the forest floor.

The study demonstrated that ATV traffic does have an impact on natural resources. The levels of disturbance can be reduced by proper trail design and maintenance and by focusing efforts on trail sections that require extra attention. Application of this study should assist managers in planning, designing, and implementing decisions related to ATV management.

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## INTRODUCTION



As the United States population has grown, so has all-terrain-vehicle (ATV) use on national forests and grasslands and other public lands. Annual sales of ATVs have increased over 272 percent since 1994 to an estimated 876,000 units in 2005 (Specialty Vehicle Institute of America - Special Report Summer 2006). ATVs are a popular choice for outdoor recreation. According to a national survey on recreation and the environment, about 36.3 million people participate in off-highway driving or ATV or motorcycle use (Cordell et al. 2001). An estimated 11 million visits to national forests involve off-highway-vehicle (OHV) use—or about 5 percent of all recreation visits (English 2003).

Unauthorized trails from motorized use cause much of the natural resource [impacts] and some of the public safety concerns on national forests. Unauthorized trails are a major problem for forest managers. For example, Lewis and Clark National Forest personnel in Montana currently estimate that the forest has 1,348 unauthorized roads and trails extending for 646 miles (Robertson 2003). The increased use of ATVs on public land has meant that even the small percentage of riders who desire to travel off trails and roads can have considerable effects on the natural resources around them.

Paterson 2003 states that equipment modifications designed to enhance vehicle performance have caused many of these effects. A disproportionate effect from irresponsible OHV—particularly ATV—use is possible because motorized vehicles are powerful, can travel many miles quickly, and can damage sensitive resources easily.

The magnitude of effects varies depending on local characteristics of the landscape including slope, aspect, soil susceptibility to erosion, and vegetation type (Stokowski and LaPointe 2000). The land may be able to rehabilitate itself after the effects from a few ATV rides across a meadow, but multiple passes across the same area often result in a reduced or complete loss in the capacity for natural rehabilitation.

Sustaining and enhancing outdoor recreation opportunities with minimized impacts to natural resources is Goal 4 in the FY 2007-2012 USDA Forest Service Strategic Plan. The expected outcome is a variety of high-quality outdoor recreational opportunities on the Nation's forests and grasslands that are available to the public. (USDA Forest Service 2007).

Recreation visitors expect a great deal from their national forests and other public lands in terms of settings, experiences, facilities, and services. The challenge for recreation managers is to address the needs and conflicting expectations of millions of people who use and enjoy national forests while protecting the health and integrity of the land. Increased pressure from growing populations, coupled with advances in recreation technology, will continue to challenge public land-management agencies, State and local governments, and private landowners (USDA Forest Service position paper 2003).

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The Forest Service has responded to these pressures by establishing a new travel management policy. The Forest Service also conducted a study to determine the effects of ATVs on the natural resources. This publication documents that study and provides field managers with information and tools to make good, science-based decisions in managing the effects of ATVs, as they implement policies and plans related to travel management in the national forests and grasslands.

Chapter 1 discusses the methodology behind the study, as well as, its design and implementation. It also discusses the assessment tool used to measure the effects on natural resources.

Chapter 2 includes an analysis of the data collected during the test period and answers the three questions that framed the study:

1. Are natural resources being affected by ATV use? In other words, is change occurring?
2. If change is occurring, to what degree are natural resources affected?
3. If natural resources are affected, does the design of the ATV (or the way that it is equipped) make a difference?

Chapter 2 also contains a discussion of ATV performance, rider behavior, and their effects.

Chapter 3 includes descriptions of the settings and habitats for the seven study sites. The changes to natural resources as a result of repetitive ATV traffic also are included.

Chapter 4 contains recommendations to assist managers in planning, designing, and implementing decisions related to ATV management.



## **POSITION IN OPPOSITION TO ON-ROAD OPERATION OF ATVs**

The Specialty Vehicle Institute of America (SVIA) is the national not-for-profit trade association representing manufacturers and distributors of all-terrain vehicles (ATVs) in the United States. SVIA's major goal is to promote the safe and responsible use of ATVs.

Tens of millions of ATV users ride their ATVs in a safe and appropriate manner every day. In addition to their popularity for responsible outdoor recreation, they are tremendously useful products and have become an essential tool for farmers, law enforcement officials, the military and others.

The majority of accidents and injuries are caused by misuse of the ATV. Ninety-two percent of ATV-related fatalities involve behaviors that the Industry warns against in its rider education programs, in all literature and on vehicle labels. These behaviors include children riding adult-sized ATVs, operating on paved roads, operating without a helmet or other protective safety gear, carrying passengers on single-rider ATVs and operating under the influence of alcohol.

ATVs are designed, manufactured and sold for off-road use only. On-road vehicles must be manufactured and certified to comply with U.S. Department of Transportation Federal Motor Vehicle Safety Standards (FMVSS). These safety standards consist of extensive and detailed compliance requirements. Since ATVs are not intended to be used on-road, they are not designed, equipped or tested to meet such standards. Permitting on-road use of ATVs, including modified ATVs, would be in conflict with manufacturers' intentions for their proper use, and would be contrary to federal safety requirements.

The Insurance Institute for Highway Safety has analyzed U.S. Department of Transportation's Fatality Analysis Reporting System (FARS) data on ATV rider fatalities occurring on public roads. In 2013, the most recent year for which the data is available, 319 ATV riders were killed on public roads. This is an increase from 2012 when 304 riders were killed on public roads and from 2011 when there were 305 ATV rider fatalities occurring on public roads. Eighty-nine percent of the fatalities occurring on public roads were on rural roads. Of those, sixty-eight percent were on minor roads.

ATV fatalities occurring on public roads comprise a significant portion of total ATV-related fatalities, as reported by the Consumer Product Safety Commission. If ATVs could be kept off of public roads, as urged by SVIA and as contained in our Model State ATV Legislation, a large percentage of ATV-related injuries and deaths would be prevented.

CPSC's *2014 Annual Report of ATV Deaths and Injuries*, the most recent available, found that estimated ATV-related fatalities have declined each year from 2007 through 2014 but noted that data collection for 2012-2014 is ongoing. As a percentage of total ATV-related fatalities, on-road fatalities were an alarming 48.7 percent of the total in 2011 (the latest year of complete data available from CPSC). This is even though ATVs are not manufactured for or intended to be operated on highways and vehicle labels and owner's manuals clearly warn against such use.

Imagine the progress that could be made in reducing ATV-related injuries and deaths if states were to enact and enforce laws to prohibit ATV use on highways.

Riding on public roads introduces the possibility of the ATV colliding with a car or truck, an obviously dangerous situation. Another CPSC study of 3,200 ATV-related deaths that occurred between 1985 and

1996 found that the most frequently reported hazard pattern (56 percent of all ATV incidents) involved collisions and 35 percent of these involved collisions with motorized vehicles.

SVIA emphasizes that ATVs are not designed, manufactured, or in any way intended for use on public streets, roads or highways and urges that on-highway use of ATVs be prohibited and that law enforcement efforts be strengthened to eliminate this dangerous practice.

It should be noted that for purposes of prohibiting ATV use on public roads, SVIA does not consider such public thoroughfares as logging roads, woodland trails or other unimproved ways to be public streets, roads, or highways and the prohibition on allowing on-road use of ATVs should not be meant to apply to a road that is part of a designated trail system permitting ATV operation.

Images are from poligon.com and are intended for reference only. These are not renderings for the project in Cross Plains.





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## Memorandum

To: Village Board  
From: Bill Chang, Village Administrator/Clerk  
Date: January 24, 2020  
Re: **Conditional Use Permit for 601 Dale Court**

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### Executive Summary

The following residential property have submitted a conditional use and building permit applications to install roof mounted solar panel (small solar energy system, SSES) to their homes.

- 601 Dale Court

### Project Background

Solar units allow the residents to take advantage of a natural resource and in return create a positive environmental impact by not contributing to the byproduct wastes created by traditional energy production methods. In addition, the panels and energy production will add value to the existing home. The addition of solar to these structures would be in line with the objectives of the Sustainability Committee and the Village Board's desire for a more sustainable community. The Village Board approved 6 solar CUPs in December. This application is of similar design by the same company.

### Code Review

#### *Section 84.29 (SR-4) Single Family Residential – 4 Zoning District*

All of the properties applying for a permit are within the SR-4 Single Family 4 Zoning District. Within this district, SSES are allowed to be permitted as an accessory structure under Section 84.54.65 (x). The height and setback limits for the addition of rooftop SSES shall comply with the height limits and setbacks for primary structures. The maximum height limit is 35 feet and the setback requirements are; 25 feet for front, rear and street side; and 10 feet for the side yards.

In review, all proposals would meet the height and setback requirements. The specific bulk, density, and intensity requirements are not proposed to be changed, therefore also appear to be met.

#### *Section 84.161 Conditional Use Permit Procedures.*

The code specifies the process and procedure for the Conditional Use Permit. This is highlighted in Exhibit C. The Village Administrator/Clerk's review of each application as it corresponds to Section 84.161 (e) (3) is provided below.

- Review of Comprehensive Plan– The Village of Cross Plains Comprehensive does not address the use of solar specifically. However, the plan does call out the need for a

sustainable community and specifically addresses the Public Library as a LEED building. The plan also addresses a sustainable community growth and land use policies that would be friendly to such as driven by residential growth.

- Impact on neighbors – The proposed units will have little direct impact on neighbors except in some cases certain tall species of trees may not be planted so not to block solar energy to the panels. All solar panels will be constructed on the top of the roof. Overall, the SSES should reduce each homeowners demand from outside sources and reduce their carbon footprint. The overall impact on the environment is less. Potential conflicts of each applicant are listed below.
- Land use observation– the installation of rooftop solar units is not averse to residential land use. Properties are able to maintain the desired consistency of land uses and intensities.
- Service and undue burden assessment – Residential units are adequately served by utilities. Additional solar does not impose an undue burden on such facilities or utilities.
- Public benefits vs. adverse impacts– the potential adverse impacts of rooftop solar units are minimal beyond aesthetics and limiting vegetation growth.

*Section 84.54.65 (x). – Small Solar Energy System.*

In addition to the requirements from the previous two sections, SSES are also subject to Sections 66.0401 and 66.0403 of the Wisconsin State Statutes.

*§66.0401* – If conditions or restrictions are placed, they should be meet at least one of the following conditions.

- 1) Serves to preserve or protect the public health or safety.
- 2) Does not significantly increase the cost of the system or significantly decrease its efficiency.
- 3) Allows for an alternative system of comparable cost and efficiency.

*§66.0403* – The Village may grant the permit if:

- 1) The permit will not unreasonably interfere with the orderly land use and development plans of the Village.
- 2) No person has demonstrated that there are present plans to build a structure that would interfere with the collection of solar by the following,

- a. Building permit applied for
  - b. Expended at least \$500 on plans or design
  - c. Other credible evidence of substantial progress made toward planning or construction
- 3) Benefits to applicant and public exceed any burdens.

Upon granting the permit, the Village shall specify the properties restricted by the permit and shall prepare a notice of the granting of the permit per subsection 6 for the subject property and the impacted property. The applicant then shall record the notice with the register of deeds in Dane County.

**Recommendation**

Village Staff recommends acceptance of the applications with recommendation to the Village Board for approval with the following minimal conditions:

- 1) Applicants must obtain all necessary permits.
- 2) Applicants must abide by all ordinances, laws, and statutes.

Exhibit A – *Section 84.29 (SR-4) Single Family Residential – 4 Zoning District*

Exhibit B – *Section 84.84.161 Conditional Use Permit Procedures.*

Exhibit C – Section 84.65 (x)

Exhibit D – Wisconsin Statute 66.0401 and 66.0403

Exhibit E – 601 Dale Court Application

**SECTION 84.29 (SR-4) Single Family Residential – 4 Zoning District.**

- (a) **Intent.** This district intends to create, preserve, and enhance areas for moderate density single family detached dwellings at an approximate density of 4 dwelling units per acre.
- (b) **Principal Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (1) Single Family
  - (2) Selective Cutting
  - (3) Community Garden
  - (4) Outdoor Open Space Institutional
  - (5) Passive Outdoor Recreation
  - (6) Essential Services
  - (7) Small Scale Public Services and Utilities
  - (8) Community Living Arrangement (1-8 residents) meeting the requirements of Section 84.57(h)
- (c) **Principal Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (1) Cultivation
  - (2) Clear Cutting
  - (3) Indoor Institutional
  - (4) Community Living Arrangement (9-15 residents) meeting the requirements of Section 84.57(i)
  - (5) Bed and Breakfast
  - (6) Large Wind Energy System
  - (7) Large Solar Energy System
- (d) **Accessory Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (1) Home Occupation
  - (2) In-Home Daycare (4-8 children)
  - (3) In-Family Suite
  - (4) Residential Accessory Structure
  - (5) Nonresidential Accessory Structure
  - (6) Recreational Facility
  - (7) Landscape Feature
  - (8) *Repealed (Ordinance #05-2017)*
  - (9) On-Site Parking
  - (10) Satellite Dish
  - (11) Personal Antenna and Towers
  - (12) Communication Antenna
- (e) **Accessory Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (1) Accessory Dwelling Unit

- (2) Residential Chicken Coop
  - (3) Residential Apiary
  - (4) Small Wind Energy System
  - (5) Small Solar Energy System
- (f) **Temporary Uses.** Refer to Article III for detailed definitions and requirements for each of the following land uses. (Exempt from setbacks unless specified in Article III.)
- (1) Temporary Outdoor Assembly
  - (2) Temporary Shelter Structure
  - (3) Temporary Storage Container
  - (4) Temporary On-Site Construction Storage
  - (5) Temporary Contractor’s Project Office
  - (6) Temporary On-Site Real Estate Sales Office
  - (7) Temporary Relocatable Building
  - (8) Garage or Estate Sale
- (g) **Density, Intensity, and Bulk Regulations for the (SR-4) Single Family Residential – 4 District.**

	Residential Uses	Nonresidential Uses
Minimum Lot Area	9,600 square feet	9,600 square feet
Maximum Density	4 dwelling units per acre	N/A
Minimum Lot Frontage	50 feet	50 feet
Maximum Building Coverage of Lot	50 percent	50 percent
Minimum Landscape Surface Ratio	35 percent	35 percent
Minimum Lot Width	80 feet	80 feet
Minimum Front Setback	25 feet	25 feet
Minimum Street Side Setback	25 feet	25 feet
Minimum Side Setback	10 feet	15 feet
Minimum Rear Setback	25 feet	25 feet
Maximum Principal Building Height	35 feet	35 feet
Minimum Principal Building Separation (multi-structure developments on shared lots)	20 feet	30 feet
Minimum Pavement Setback (lot line to pavement; excludes driveway entrances)	3 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear	3 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear
Minimum Parking Required	See Article III	See Article III
Minimum Garage Door Setback to Alley (if applicable)	8 feet for doors parallel to alley; 3 feet for door perpendicular to alley	8 feet for doors parallel to alley; 3 feet for door perpendicular to alley
Accessory Building Side Setback	10 feet	10 feet
Accessory Building Rear Setback	10 feet	10 feet
Maximum Accessory Building Height	Lesser of 15 feet or principal building height	20 feet

- (h) **Regulations Applicable to All Uses.** Most development will also be subject to the following requirements:
- (1) Article VI: Overlay Zoning Districts
  - (2) Article VII: Performance Standards
  - (3) Article VIII: Landscaping Regulations
  - (4) Chapter 87: Signage Regulations

## SECTION 84.161 Conditional Use Permit Procedures.

- (a) **Purpose.** The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses.
- (b) **Applicability.** There are certain uses, which because of their unique characteristics make impractical the predetermination of permissibility. In these cases, specific standards, regulations, or conditions may be established.
- (c) **Initiation of Request.** Proceedings for approval of a conditional use may be initiated by an application of the owner(s) of the subject property.
- (d) **Application.** An application for a conditional use permit shall contain the following (digital files should be submitted rather than paper copies whenever possible, if applicable):
  - (1) A map of the subject property to scale depicting:
    - a. All lands for which the conditional use is proposed and all other lands within 100 feet of the boundaries of the subject property.
    - b. Names and addresses of the owners of all lands on said map as the same appear on the current records of the Register of Deeds of Dane County.
    - c. Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
    - d. All lot dimensions of the subject property.
    - e. A graphic scale and a north arrow.
  - (2) Written description of the proposed conditional use including the type of activities, buildings, structures, and off-street parking proposed for the subject property and their general locations.
  - (3) A site plan of the subject property if proposed for development conforming to all requirements of Section 84.164. If the proposed conditional use is a group or large development (per Section 84.118), a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan.
  - (4) Written justification for the proposed conditional use, including evidence that the application is consistent with the Comprehensive Plan.
  - (5) For Group and Large Development, a Transportation Demand Management (TDM) Plan meeting Wisconsin Department of Transportation requirements for content and format may be required by the Village if deemed necessary by the Village Engineer.
- (e) **Review by Zoning Administrator.**
  - (1) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this Chapter. If the application is determined to be incomplete, the Zoning Administrator shall notify the applicant.

- (2) The Zoning Administrator may coordinate review with the Village's Development Review Team.
- (3) The Zoning Administrator shall review the completed application and evaluate whether the proposed conditional use:
  - a. Is in harmony with the recommendations of the Comprehensive Plan.
  - b. Will result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future.
  - c. Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
  - d. The conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
  - e. The potential public benefits outweigh any and all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.
- (4) The Zoning Administrator shall prepare a written report addressing items (e)(3)a.-e. above, to be forwarded to the Plan Commission for the Commission's review and use in making its recommendation to the Village Board. If the Zoning Administrator determines that the proposal may be in conflict with the provisions of the Comprehensive Plan, the Zoning Administrator shall note this determination in the report.
- (f) **Public Hearing.** Within 50 days of filing of a complete application, the Plan Commission shall hold a public hearing in compliance with Section 84.158 to consider the request.
- (g) **Review and Recommendation by the Plan Commission.**
  - (1) Within 60 days after the public hearing, the Plan Commission may make a written report to the Village Board, and/or may state in the minutes its recommendations regarding the application. Said report and/or minutes may include a formal finding of facts developed and approved by the Plan Commission concerning the requirements of Subsection (e)(3)a.-e. above.
  - (2) If the Plan Commission fails to make a recommendation within 60 days after the public hearing, the Village Board may hold a public hearing within 30 days after the expiration of said 60 day period. Failure to receive a recommendation from the Plan Commission shall not invalidate the proceedings or actions of the Village Board. If a public hearing is necessary, the Village Board shall provide notice per the requirements so Section 84.158.

- (h) **Review and Action by Village Board.**
- (1) The Village Board shall consider the recommendation of the Plan Commission regarding the proposed conditional use. The Village Board may request further information and/or additional reports from the Plan Commission, Zoning Administrator, applicant, and/or from any other source.
  - (2) The Village Board may take final action (by resolution) on the application at the time of its initial meeting or may continue the proceedings at applicant's request. The Village Board may approve the conditional use as originally proposed, may approve the proposed conditional use with modifications, or may deny approval of the proposed conditional use.
  - (3) If the Village Board wishes to make significant changes in the proposed conditional use, as recommended by the Plan Commission, then the procedure set forth in Section 62.23(7)(d) of the Wisconsin Statutes shall be followed prior to Village Board action.
- (i) **Effect of Denial.** No application which has been denied (either wholly or in part) shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors found valid by the Zoning Administrator.
- (j) **Revocation of an Approved Conditional Use.** Upon approval by the Village Board, the applicant must demonstrate that the proposed conditional use meets all general and specific conditional use requirements in the site plan required for initiation of development activity on the subject property per Section 84.164. Once a conditional use is granted, no erosion control permit, site plan, certificate of occupancy, or building permit shall be issued for any development which does not comply with all requirements of this Chapter. Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties. A conditional use may be revoked for such a violation by majority vote of the Village Board, following the procedures outlined in Subsection (i), above.
- (k) **Time Limits on the Development of Conditional Use.** Unless extended as a condition of approval, the start of construction of any and all conditional uses shall be initiated within 365 days of its approval by the Village Board and shall be operational within 730 days of said approval. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use. For the purposes of this Section, "operational" shall be defined as the granting of a certificate of occupancy for the conditional use. Prior to such a revocation, the applicant may request an extension of this period. Said request shall require formal approval by the Village Board and shall be based upon a showing of acceptable justification (as determined by the Village Board). However, as a condition of approval, the 365 and/or 730 day time limits may be extended for any specific period including not time limit to accommodate phased or multi-stage development.

- (l) **Discontinuing an Approved Conditional Use.** Any and all conditional uses which have been discontinued for a period exceeding 365 days shall have their conditional use invalidated automatically. The burden of proof shall be on the property owner to conclusively demonstrate that the subject conditional use was operational during this period.
- (m) **Change of Ownership.** All requirements of the approved conditional use shall be continued regardless of ownership of the subject property; however, submittal of a plan of operation may be required prior to the change in ownership.
- (n) **Modification, Alteration, or Expansion.** Modification, alteration, or expansion of any conditional use without approval by the Village Board, shall be considered in violation of this Chapter and shall be grounds for revocation of said conditional use approval per Subsection (j), above. A modification, alteration, or expansion which has been approved as part of a prior valid condition use does not require a new conditional use approval.
- (o) **Recording of Conditional Use Requirements.** Except for conditional use approvals for temporary uses, a certified copy of the authorizing resolution, containing identifiable description and any specific requirements of approval, shall be recorded by the Village, at the applicant's expense, with the Register of Deeds for the subject property.
- (p) **Formerly Approved Conditional Uses.** A use now regulated as a conditional use which was approved as a legal land use, either permitted by right or as a conditional use, prior to the effective date of this Chapter, shall be considered as a legal, conforming land use so long as the previously approved conditions of use and previously approved site plan are followed. Any modification of the previously approved conditions of use or site plan shall require application and Village consideration under this Section.
- (q) **Limited Conditional Uses.** A limited conditional use is any development, activity or operation for which a conditional use permit has been approved that is limited to a specific operator or property owner, or to a specific date or event upon which the conditional use permit either expires or is required to be reviewed and reapproved. The Plan Commission may recommend, and the Village Board may designate, any proposed conditional use request as a limited conditional use. The Plan Commission shall specify which of the following characteristics are present that create the need for the limited conditional use:
  - (1) A particular aspect of the specific land use.
  - (2) A particular aspect of the proposed operation (including, but not limited to, operating hours).
  - (3) A particular aspect of the proposed location.
  - (4) A particular aspect of the proposed site design.
  - (5) A particular aspect of the adjacent property or of the surrounding environs.
  - (6) Any other reason(s) the Village Board deems specially relevant and material.

(r) **Successor Conditional Uses.**

- (1) **Definition.** A successor conditional use is a land use which has been granted a conditional use permit by the Village, which is proposed to undergo one or more of the following:
  - a. Changing from the specific use originally permitted by conditional use to another operation of the same use. (For example, changing from one restaurant to another is permitted. However, changing from a restaurant to a tavern is not permitted even though both are considered Indoor Commercial Entertainment land uses under Section 84.58(d). Likewise, changing from a drive-through restaurant to a drive-through bank is not permitted, even though both are considered In-Vehicle Sales and Service under Section 84.58(i).
  - b. Only a change in the ownership of the subject property.
  - c. Only a change in the ownership of the business or other operator of the land use.
  - d. Other changes explicitly identified in a currently valid conditional use permit which are identified as acceptable as a successor conditional use.
- (2) **Purpose.** The purpose of these provisions is to create a process which:
  - a. Verifies that the proposed change is a valid successor conditional use.
  - b. Creates a record that the proposed change is recognized by the Village as a successor conditional use.
  - c. Clarifies that the same conditions of approval, development and operation continue to apply to a successor conditional use.
  - d. Reduces the costs and time needed to approve a successor conditional use;
- (3) **Approval Process.** A successor conditional use shall not require the granting of a new conditional use permit by the Village. However, prior to operation, a successor conditional use shall require the formal reaffirmation of its status as a valid successor conditional use. This required formal reaffirmation shall be issued in writing by the Village Zoning Administrator, or by the designee of the Village Zoning Administrator.
- (4) **Proposed Expansions are Not Eligible.** Any physical enlargement of a previously approved conditional use in terms of buildings, structures, activity areas, and/or any expansion of the conditions of operation, beyond the limits of site plans, floor plans and conditions of operation approved through the conditional use process, shall not be eligible for treatment as a successor conditional use, and must seek an amendment to its conditional use permit through the conditional use process.
- (5) **Ineligible Land Uses.** The following land uses are not eligible for treatment as a successor conditional use, and shall require approval of a new limited conditional use permit which is specific to both the business owner and to the property owner:
  - a. Intermediate Home Day Care (9-15 children) land uses in residential zoning districts.
  - b. Bed and Breakfast land uses in residential zoning districts.

1. Determine the costs of providing the governmental service, including the cost of personnel and capital assets used in providing the service.

2. Determine how often and to what extent the governmental service is provided and the quality of the governmental service provided.

3. Make a cost–benefit determination based on the findings under subs. 1. and 2.

4. Determine whether a private person can provide the governmental service at a cost savings to the political subdivision providing the service and at a quality at least equal to the quality of the service provided by the political subdivision.

5. If the council decides that a governmental service is not suitable for delegating to a private person, determine whether the governmental service should be retained in its present form, modified, or eliminated.

(c) After completing an analysis under par. (b), the council shall make a recommendation to the political subdivision providing the governmental service analyzed under par. (b) and publish the council’s recommendation. The recommendation shall specify the recommendation’s impact on the political subdivision and the political subdivision’s employees.

**(6) TRAINING AND ASSISTANCE.** The board of regents of the University of Wisconsin System shall direct the extension to assist councils created under this section in performing their duties under subs. (4) and (5). The board of regents shall ensure that council members are trained in how to do all of the following:

(a) Conduct an analysis of a governmental service.

(b) Determine ways to improve the efficiency of delivering a governmental service.

(c) Establish, quantify, and monitor performance standards.

(d) Prepare the reports required under sub. (7) (a) and (b).

**(7) REPORTS.** (a) On or before June 30, 2002, each council shall submit a report to the department describing the council’s activities.

(b) On or before June 30, 2003, each council shall submit a final report to the department describing the council’s activities and recommendations and the extent to which its recommendations have been adopted by the political subdivision with which the council is affiliated. A report submitted under this paragraph shall provide a detailed explanation of all analyses conducted under subs. (4) and (5).

(c) On or before July 31, 2003, the department shall submit a report concerning the activities and recommendations described in the reports submitted under pars. (a) and (b) to the legislature under s. 13.172 (2) and to the governor. The department’s report shall describe ways to implement such recommendations statewide.

**History:** 2001 a. 16.

**66.0317 Cooperation region. (1) DEFINITIONS.** In this section:

(a) “Cooperation region” means a federal standard metropolitan statistical area. For purposes of this section, if only a part of a county is located in a federal standard metropolitan statistical area the entire county is considered to be located in the federal standard metropolitan statistical area.

(b) “Governmental service” has the meaning given in s. 66.0316 (1) (e).

(c) “Metropolitan service delivery” means any governmental service provided to a city that is provided by the city or by another city or by a town, village, or county and provided on a multijurisdictional basis.

(d) “Municipality” means any city, village, or town.

**(2) AREA COOPERATION COMPACTS.** (a) 1. Except as provided in subd. 3., beginning in 2003, a municipality shall enter into an area cooperation compact with at least 2 municipalities or counties located in the same cooperation region as the municipality, or

with any combination of at least 2 such entities, to perform at least 2 governmental services.

3. A municipality that is not adjacent to at least 2 other municipalities located in the same cooperation region as the municipality may enter into a cooperation compact with any adjacent municipality or with the county in which the municipality is located to perform the number of governmental services as specified under subd. 1.

(b) An area cooperation compact shall provide a plan for any municipalities or counties that enter into the compact to collaborate to provide governmental services. The compact shall provide benchmarks to measure the plan’s progress and provide outcome–based performance measures to evaluate the plan’s success. Municipalities and counties that enter into the compact shall structure the compact in a way that results in significant tax savings to taxpayers within those municipalities and counties.

**History:** 2001 a. 16, 106; 2005 a. 164.

## SUBCHAPTER IV

### REGULATION

#### **66.0401 Regulation relating to solar and wind energy systems. (1e) DEFINITIONS.** In this section:

(a) “Application for approval” means an application for approval of a wind energy system under rules promulgated by the commission under s. 196.378 (4g) (c) 1.

(b) “Commission” means the public service commission.

(c) “Political subdivision” means a city, village, town, or county.

(d) “Wind energy system” has the meaning given in s. 66.0403 (1) (m).

**(1m) AUTHORITY TO RESTRICT SYSTEMS LIMITED.** No political subdivision may place any restriction, either directly or in effect, on the installation or use of a wind energy system that is more restrictive than the rules promulgated by the commission under s. 196.378 (4g) (b). No political subdivision may place any restriction, either directly or in effect, on the installation or use of a solar energy system, as defined in s. 13.48 (2) (h) 1. g., or a wind energy system, unless the restriction satisfies one of the following conditions:

(a) Serves to preserve or protect the public health or safety.

(b) Does not significantly increase the cost of the system or significantly decrease its efficiency.

(c) Allows for an alternative system of comparable cost and efficiency.

**(2) AUTHORITY TO REQUIRE TRIMMING OF BLOCKING VEGETATION.** Subject to sub. (6) (a), a political subdivision may enact an ordinance relating to the trimming of vegetation that blocks solar energy, as defined in s. 66.0403 (1) (k), from a collector surface, as defined under s. 700.41 (2) (b), or that blocks wind from a wind energy system. The ordinance may include a designation of responsibility for the costs of the trimming. The ordinance may not require the trimming of vegetation that was planted by the owner or occupant of the property on which the vegetation is located before the installation of the solar or wind energy system.

**(3) TESTING ACTIVITIES.** A political subdivision may not prohibit or restrict any person from conducting testing activities to determine the suitability of a site for the placement of a wind energy system. A political subdivision objecting to such testing may petition the commission to impose reasonable restrictions on the testing activity.

**(4) LOCAL PROCEDURE.** (a) 1. Subject to subd. 2., a political subdivision that receives an application for approval shall determine whether it is complete and, no later than 45 days after the application is filed, notify the applicant about the determination. As soon as possible after receiving the application for approval, the political subdivision shall publish a class 1 notice, under ch. 985, stating that an application for approval has been filed with the

political subdivision. If the political subdivision determines that the application is incomplete, the notice shall state the reason for the determination. An applicant may supplement and refile an application that the political subdivision has determined to be incomplete. There is no limit on the number of times that an applicant may refile an application for approval. If the political subdivision fails to determine whether an application for approval is complete within 45 days after the application is filed, the application shall be considered to be complete.

2. If a political subdivision that receives an application for approval under subd. 1. does not have in effect an ordinance described under par. (g), the 45-day time period for determining whether an application is complete, as described in subd. 1., does not begin until the first day of the 4th month beginning after the political subdivision receives the application. A political subdivision may notify an applicant at any time, after receipt of the application and before the first day of the 4th month after its receipt, that it does not intend to enact an ordinance described under par. (g).

3. On the same day that an applicant makes an application for approval under subd. 1. for a wind energy system, the applicant shall mail or deliver written notice of the application to the owners of land adjoining the site of the wind energy system.

4. A political subdivision may not consider an applicant's minor modification to the application to constitute a new application for the purposes of this subsection.

(b) A political subdivision shall make a record of its decision making on an application for approval, including a recording of any public hearing, copies of documents submitted at any public hearing, and copies of any other documents provided to the political subdivision in connection with the application for approval. The political subdivision's record shall conform to the commission's rules promulgated under s. 196.378 (4g) (c) 2.

(c) A political subdivision shall base its decision on an application for approval on written findings of fact that are supported by the evidence in the record under par. (b). A political subdivision's procedure for reviewing the application for approval shall conform to the commission's rules promulgated under s. 196.378 (4g) (c) 3.

(d) Except as provided in par. (e), a political subdivision shall approve or disapprove an application for approval no later than 90 days after the day on which it notifies the applicant that the application for approval is complete. If a political subdivision fails to act within the 90 days, or within any extended time period established under par. (e), the application is considered approved.

(e) A political subdivision may extend the time period in par. (d) if, within that 90-day period, the political subdivision authorizes the extension in writing. Any combination of the following extensions may be granted, except that the total amount of time for all extensions granted under this paragraph may not exceed 90 days:

1. An extension of up to 45 days if the political subdivision needs additional information to determine whether to approve or deny the application for approval.

2. An extension of up to 90 days if the applicant makes a material modification to the application for approval.

3. An extension of up to 90 days for other good cause specified in writing by the political subdivision.

(f) 1. Except as provided in subd. 2., a political subdivision may not deny or impose a restriction on an application for approval unless the political subdivision enacts an ordinance that is no more restrictive than the rules the commission promulgates under s. 196.378 (4g) (b).

2. A political subdivision may deny an application for approval if the proposed site of the wind energy system is in an area primarily designated for future residential or commercial development, as shown in a map that is adopted, as part of a comprehensive plan, under s. 66.1001 (2) (b) and (f), before June 2, 2009, or as shown in such maps after December 31, 2015, as part

of a comprehensive plan that is updated as required under s. 66.1001 (2) (i). This subdivision applies to a wind energy system that has a nominal capacity of at least one megawatt.

(g) A political subdivision that chooses to regulate wind energy systems shall enact an ordinance, subject to sub. (6) (b), that is no more restrictive than the applicable standards established by the commission in rules promulgated under s. 196.378 (4g).

(5) PUBLIC SERVICE COMMISSION REVIEW. (a) A decision of a political subdivision to determine that an application is incomplete under sub. (4) (a) 1., or to approve, disapprove, or impose a restriction upon a wind energy system, or an action of a political subdivision to enforce a restriction on a wind energy system, may be appealed only as provided in this subsection.

(b) 1. Any aggrieved person seeking to appeal a decision or enforcement action specified in par. (a) may begin the political subdivision's administrative review process. If the person is still aggrieved after the administrative review is completed, the person may file an appeal with the commission. No appeal to the commission under this subdivision may be filed later than 30 days after the political subdivision has completed its administrative review process. For purposes of this subdivision, if a political subdivision fails to complete its administrative review process within 90 days after an aggrieved person begins the review process, the political subdivision is considered to have completed the process on the 90th day after the person began the process.

2. Rather than beginning an administrative review under subd. 1., an aggrieved person seeking to appeal a decision or enforcement action of a political subdivision specified in par. (a) may file an appeal directly with the commission. No appeal to the commission under this subdivision may be filed later than 30 days after the decision or initiation of the enforcement action.

3. An applicant whose application for approval is denied under sub. (4) (f) 2. may appeal the denial to the commission. The commission may grant the appeal notwithstanding the inconsistency of the application for approval with the political subdivision's planned residential or commercial development if the commission determines that granting the appeal is consistent with the public interest.

(c) Upon receiving an appeal under par. (b), the commission shall notify the political subdivision. The political subdivision shall provide a certified copy of the record upon which it based its decision or enforcement action within 30 days after receiving notice. The commission may request of the political subdivision any other relevant governmental records and, if requested, the political subdivision shall provide such records within 30 days after receiving the request.

(d) The commission may confine its review to the records it receives from the political subdivision or, if it finds that additional information would be relevant to its decision, expand the records it reviews. The commission shall issue a decision within 90 days after the date on which it receives all of the records it requests under par. (c), unless for good cause the commission extends this time period in writing. If the commission determines that the political subdivision's decision or enforcement action does not comply with the rules it promulgates under s. 196.378 (4g) or is otherwise unreasonable, the political subdivision's decision shall be superseded by the commission's decision and the commission may order an appropriate remedy.

(e) In conducting a review under par. (d), the commission may treat a political subdivision's determination that an application under sub. (4) (a) 1. is incomplete as a decision to disapprove the application if the commission determines that a political subdivision has unreasonably withheld its determination that an application is complete.

(f) Judicial review is not available until the commission issues its decision or order under par. (d). Judicial review shall be of the commission's decision or order, not of the political subdivision's decision or enforcement action. The commission's decision or

order is subject to judicial review under ch. 227. Injunctive relief is available only as provided in s. 196.43.

**(6) APPLICABILITY OF A POLITICAL SUBDIVISION OR COUNTY ORDINANCE.** (a) 1. A county ordinance enacted under sub. (2) applies only to the towns in the county that have not enacted an ordinance under sub. (2).

2. If a town enacts an ordinance under sub. (2) after a county has enacted an ordinance under sub. (2), the county ordinance does not apply, and may not be enforced, in the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

(b) 1. Subject to subd. 2., a county ordinance enacted under sub. (4) applies only in the unincorporated parts of the county.

2. If a town enacts an ordinance under sub. (4), either before or after a county enacts an ordinance under sub. (4), the more restrictive terms of the 2 ordinances apply to the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

(c) If a political subdivision enacts an ordinance under sub. (4) (g) after the commission's rules promulgated under s. 196.378 (4g) take effect, the political subdivision may not apply that ordinance to, or require approvals under that ordinance for, a wind energy system approved by the political subdivision under a previous ordinance or under a development agreement.

**History:** 1981 c. 354; 1981 c. 391 s. 210; 1993 a. 414; 1999 a. 150 ss. 78, 79, 84; Stats. 1999 s. 66.0401; 2001 a. 30; 2009 a. 40.

This section is a legislative restriction on the ability of municipalities to regulate solar and wind energy systems. The statute is not superseded by s. 66.0403 or municipal zoning or conditional use powers. A municipality's consideration of an application for a conditional use permit for a system under this section must be in light of the restrictions placed on local regulation by this section. *State ex rel. Numrich v. City of Mequon Board of Zoning Appeals*, 2001 WI App 88, 242 Wis. 2d 677, 626 N.W.2d 366, 00–1643.

Sub. (1) [now sub. (1m)] requires a case-by-case approach, such as a conditional use permit procedure, and does not allow political subdivisions to find legislative facts or make policy. The local governing arm must hear the specifics of the particular system and then decide whether a restriction is warranted. It may not promulgate an ordinance in which it arbitrarily sets a "one size fits all" scheme of requirements for any system. The conditions listed in sub. (1) (a) to (c) are the standards circumscribing the power of political subdivisions, not openings for them to make policy that is contrary to the state's expressed policy. *Ecker Brothers v. Calumet County*, 2009 WI App 112, 321 Wis. 2d 51, 772 N.W.2d 240, 07–2109.

**66.0403 Solar and wind access permits.** (1) DEFINITIONS. In this section:

(a) "Agency" means the governing body of a municipality which has provided for granting a permit or the agency which the governing body of a municipality creates or designates under sub. (2). "Agency" includes an officer or employee of the municipality.

(b) "Applicant" means an owner applying for a permit under this section.

(c) "Application" means an application for a permit under this section.

(d) "Collector surface" means any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. "Collector surface" does not include frames, supports and mounting hardware.

(e) "Collector use period" means 9 a.m. to 3 p.m. standard time daily.

(f) "Impermissible interference" means the blockage of wind from a wind energy system or solar energy from a collector surface or proposed collector surface for which a permit has been granted under this section during a collector use period if such blockage is by any structure or vegetation on property, an owner of which was notified under sub. (3) (b). "Impermissible interference" does not include:

1. Blockage by a narrow protrusion, including but not limited to a pole or wire, which does not substantially interfere with absorption of solar energy by a solar collector or does not substantially block wind from a wind energy system.

2. Blockage by any structure constructed, under construction or for which a building permit has been applied for before the date the last notice is mailed or delivered under sub. (3) (b).

3. Blockage by any vegetation planted before the date the last notice is mailed or delivered under sub. (3) (b) unless a municipality by ordinance under sub. (2) defines impermissible interference to include such vegetation.

(g) "Municipality" means any county with a zoning ordinance under s. 59.69, any town with a zoning ordinance under s. 60.61, any city with a zoning ordinance under s. 62.23 (7), any 1st class city or any village with a zoning ordinance under s. 61.35.

(h) "Owner" means at least one owner, as defined under s. 66.0217 (1) (d), of a property or the personal representative of at least one owner.

(i) "Permit" means a solar access permit or a wind access permit issued under this section.

(j) "Solar collector" means a device, structure or a part of a device or structure a substantial purpose of which is to transform solar energy into thermal, mechanical, chemical or electrical energy.

(k) "Solar energy" means direct radiant energy received from the sun.

(L) "Standard time" means the solar time of the ninetieth meridian west of Greenwich.

(m) "Wind energy system" means equipment and associated facilities that convert and then store or transfer energy from the wind into usable forms of energy.

**(2) PERMIT PROCEDURE.** The governing body of every municipality may provide for granting a permit. A permit may not affect any land except land which, at the time the permit is granted, is within the territorial limits of the municipality or is subject to an extraterritorial zoning ordinance adopted under s. 62.23 (7a), except that a permit issued by a city or village may not affect extraterritorial land subject to a zoning ordinance adopted by a county or a town. The governing body may appoint itself as the agency to process applications or may create or designate another agency to grant permits. The governing body may provide by ordinance that a fee be charged to cover the costs of processing applications. The governing body may adopt an ordinance with any provision it deems necessary for granting a permit under this section, including but not limited to:

(a) Specifying standards for agency determinations under sub. (5) (a).

(b) Defining an impermissible interference to include vegetation planted before the date the last notice is mailed or delivered under sub. (3) (b), provided that the permit holder shall be responsible for the cost of trimming such vegetation.

**(3) PERMIT APPLICATIONS.** (a) In a municipality which provides for granting a permit under this section, an owner who has installed or intends to install a solar collector or wind energy system may apply to an agency for a permit.

(b) An agency shall determine if an application is satisfactorily completed and shall notify the applicant of its determination. If an applicant receives notice that an application has been satisfactorily completed, the applicant shall deliver by certified mail or by hand a notice to the owner of any property which the applicant proposes to be restricted by the permit under sub. (7). The applicant shall submit to the agency a copy of a signed receipt for every notice delivered under this paragraph. The agency shall supply the notice form. The information on the form may include, without limitation because of enumeration:

1. The name and address of the applicant, and the address of the land upon which the solar collector or wind energy system is or will be located.

2. That an application has been filed by the applicant.

3. That the permit, if granted, may affect the rights of the notified owner to develop his or her property and to plant vegetation.

4. The telephone number, address and office hours of the agency.

5. That any person may request a hearing under sub. (4) within 30 days after receipt of the notice, and the address and procedure for filing the request.

**(4) HEARING.** Within 30 days after receipt of the notice under sub. (3) (b), any person who has received a notice may file a request for a hearing on the granting of a permit or the agency may determine that a hearing is necessary even if no such request is filed. If a request is filed or if the agency determines that a hearing is necessary, the agency shall conduct a hearing on the application within 90 days after the last notice is delivered. At least 30 days prior to the hearing date, the agency shall notify the applicant, all owners notified under sub. (3) (b) and any other person filing a request of the time and place of the hearing.

**(5) PERMIT GRANT.** (a) The agency shall grant a permit if the agency determines that:

1. The granting of a permit will not unreasonably interfere with the orderly land use and development plans of the municipality;

2. No person has demonstrated that she or he has present plans to build a structure that would create an impermissible interference by showing that she or he has applied for a building permit prior to receipt of a notice under sub. (3) (b), has expended at least \$500 on planning or designing such a structure or by submitting any other credible evidence that she or he has made substantial progress toward planning or constructing a structure that would create an impermissible interference; and

3. The benefits to the applicant and the public will exceed any burdens.

(b) An agency may grant a permit subject to any condition or exemption the agency deems necessary to minimize the possibility that the future development of nearby property will create an impermissible interference or to minimize any other burden on any person affected by granting the permit. Such conditions or exemptions may include but are not limited to restrictions on the location of the solar collector or wind energy system and requirements for the compensation of persons affected by the granting of the permit.

**(6) RECORD OF PERMIT.** If an agency grants a permit:

(a) The agency shall specify the property restricted by the permit under sub. (7) and shall prepare notice of the granting of the permit. The notice shall include the identification required under s. 706.05 (2) (c) for the owner and the property upon which the solar collector or wind energy system is or will be located and for any owner and property restricted by the permit under sub. (7), and shall indicate that the property may not be developed and vegetation may not be planted on the property so as to create an impermissible interference with the solar collector or wind energy system which is the subject of the permit unless the permit affecting the property is terminated under sub. (9) or unless an agreement affecting the property is filed under sub. (10).

(b) The applicant shall record with the register of deeds of the county in which the property is located the notice under par. (a) for each property specified under par. (a) and for the property upon which the solar collector or wind energy system is or will be located.

**(7) REMEDIES FOR IMPERMISSIBLE INTERFERENCE.** (a) Any person who uses property which he or she owns or permits any other person to use the property in a way which creates an impermissible interference under a permit which has been granted or which is the subject of an application shall be liable to the permit holder or applicant for damages, except as provided under par. (b), for any loss due to the impermissible interference, court costs and reasonable attorney fees unless:

1. The building permit was applied for prior to receipt of a notice under sub. (3) (b) or the agency determines not to grant a permit after a hearing under sub. (4).

2. A permit affecting the property is terminated under sub. (9).

3. An agreement affecting the property is filed under sub. (10).

(b) A permit holder is entitled to an injunction to require the trimming of any vegetation which creates or would create an impermissible interference as defined under sub. (1) (f). If the court finds on behalf of the permit holder, the permit holder shall be entitled to a permanent injunction, damages, court costs and reasonable attorney fees.

**(8) APPEALS.** Any person aggrieved by a determination by a municipality under this section may appeal the determination to the circuit court for a review.

**(9) TERMINATION OF SOLAR OR WIND ACCESS RIGHTS.** (a) Any right protected by a permit under this section shall terminate if the agency determines that the solar collector or wind energy system which is the subject of the permit is:

1. Permanently removed or is not used for 2 consecutive years, excluding time spent on repairs or improvements.

2. Not installed and functioning within 2 years after the date of issuance of the permit.

(b) The agency shall give the permit holder written notice and an opportunity for a hearing on a proposed termination under par. (a).

(c) If the agency terminates a permit, the agency may charge the permit holder for the cost of recording and record a notice of termination with the register of deeds, who shall record the notice with the notice recorded under sub. (6) (b) or indicate on any notice recorded under sub. (6) (b) that the permit has been terminated.

**(10) WAIVER.** A permit holder by written agreement may waive all or part of any right protected by a permit. A copy of such agreement shall be recorded with the register of deeds, who shall record such copy with the notice recorded under sub. (6) (b).

**(11) PRESERVATION OF RIGHTS.** The transfer of title to any property shall not change the rights and duties under this section or under an ordinance adopted under sub. (2).

**(12) CONSTRUCTION.** (a) This section may not be construed to require that an owner obtain a permit prior to installing a solar collector or wind energy system.

(b) This section may not be construed to mean that acquisition of a renewable energy resource easement under s. 700.35 is in any way contingent upon the granting of a permit under this section.

**History:** 1981 c. 354; 1983 a. 189 s. 329 (14); 1983 a. 532 s. 36; 1993 a. 414; 1995 a. 201; 1999 a. 150 s. 82; Stats. 1999 s. 66.0403; 2007 a. 97; 2009 a. 40.

The common law right to solar access is discussed. *Prah v. Maretti*, 108 Wis. 2d 223, 321 N.W.2d 182 (1982).

The owner of an energy system does not need a permit under this section. Barring enforceable municipal restrictions, an owner may construct a system without prior municipal approval. This section benefits and protects the owner of the system by restricting the use of nearby property to prevent an interference with the system. *State ex rel. Numrich v. City of Mequon Board of Zoning Appeals*, 2001 WI App 88, 242 Wis. 2d 677, 626 N.W.2d 366, 00–1643.

Wisconsin recognizes the power of the sun: *Prah v. Maretti* and the solar access act. 1983 WLR 1263.

**66.0404 Mobile tower siting regulations.** (1) DEFINITIONS. In this section:

(a) “Antenna” means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.

(b) “Application” means an application for a permit under this section to engage in an activity specified in sub. (2) (a) or a class 2 collocation.

(c) “Building permit” means a permit issued by a political subdivision that authorizes an applicant to conduct construction activity that is consistent with the political subdivision’s building code.

- (x) **Small Solar Energy System.** An energy system which converts solar energy to usable thermal, mechanical, chemical, or electrical energy.

Regulations:

- (1) Solar energy systems (rooftop, building-mounted, and free standing) are permitted as conditional uses in all zoning districts as accessory structures.
- (2) Free standing solar energy systems shall comply with the requirements for accessory structures. Rooftop and building-mounted solar energy systems shall comply with the height limits and setbacks for primary structures.
- (3) See Article II for specific bulk, density, and intensity requirements for accessory structures in each district.
- (4) No person in control of property shall allow a tree or shrub to be placed or grow so as to cast a shadow between the hours of 9:00 a.m. and 3:00 p.m. Central Daylight Saving Time, upon a solar collector energy system capable of generating more than 1,000,000 British thermal units per year, and which supplies a part of the energy requirements for improvements on the property where the solar energy system is permanently located. The provisions of this Subsection shall not require the removal of existing vegetation.
- (5) The requirements of the Wisconsin Statutes, including but not limited to Sections 66.0401 and 66.0403, shall apply to all solar energy systems.
- (6) Solar energy systems are a conditional use in any district. The Village will apply Wis. Stats. Section 66.0401 and Section 66.0403 of the Wisconsin Administrative Code as amended, in the evaluation of such requests.
  - a. No restriction shall be placed, either directly or in effect, on the installation or use of a wind energy system, unless the restriction satisfies one of the following conditions:
    1. Serves to preserve or protect the public health or safety.
    2. Does not significantly increase the cost of the system or significantly decrease its efficiency.
    3. Allows for an alternative system of comparable cost and efficiency.

## Bill Chang

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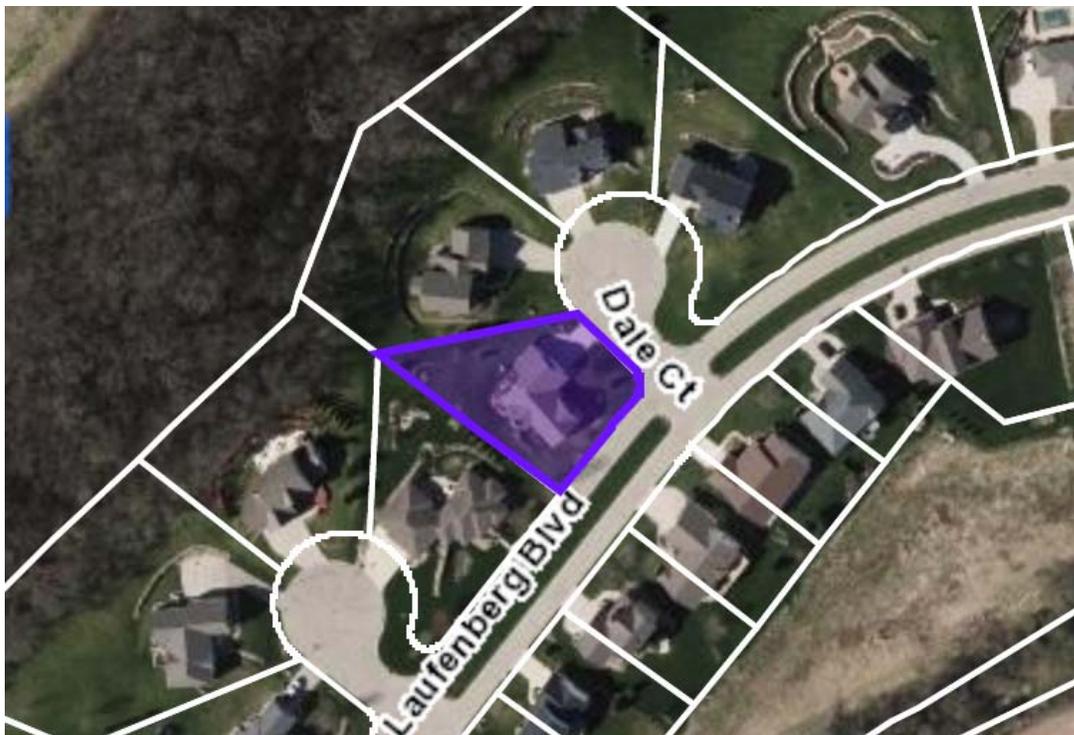
**From:** Kylie Gillis <kylie.gillis@everlightsolar.com>  
**Sent:** Tuesday, December 17, 2019 9:14 AM  
**To:** Bill Chang  
**Subject:** Andy Smith, 603 DALE CT , city permit  
**Attachments:** Andy\_Smith\_Town\_of\_Cross\_Plains\_-\_Building\_P\_dE5KI8ap.pdf; Andy\_Smith\_Engineering\_11-11-19\_KgJy2qYT.pdf

Hi Bill,

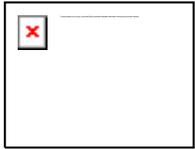
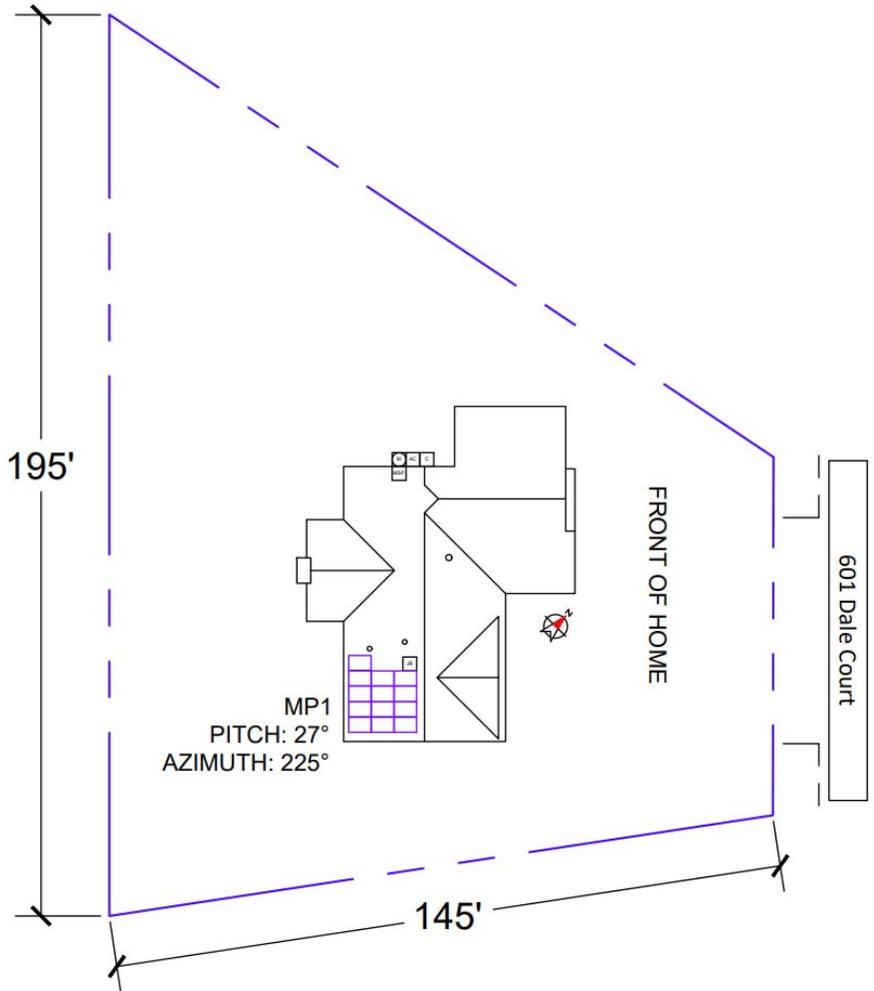
I had this applicant in our system under the Town of CP, not the Village. I submitted to the Town and they took a month to get back to me to tell me that it wasn't theirs. I know that the applications have to go through Village hearings and such as with our previous ones, but anything that can be done on your part to help speed this up would be greatly appreciated but by Everlight and even more so by the customer.

We wish to obtain a conditional use permit to place a rooftop solar system for the customer. The comprehensive plan makes no note of solar production, therefore the request for permit is not inconsistent with comprehensive plan. Rooftop systems will not obstruct views or cause impediments to neighboring properties. All solar panels will be located on the existing home. Solar allows the resident to take advantage of a natural resource and in return create a positive environmental impact by not contributing to the byproduct wastes created by traditional energy production methods, in addition solar adds value to the home. Pursuant to Wisconsin State Statute 66.0401(1m), "No political subdivision may place any restriction, either directly or in effect, on the installation or use of a solar energy system."

Customer: 601 Dale Ct  
7013 Laufenberg Blvd, Timon & Betty Zander  
7014 Laufenberg Blvd, NA  
7016 Laufenberg Blvd,, Gregory & Renee Valaskey  
7018 Laufenberg Blvd, Jeffrey & Deborah Miller  
603 Dale Ct, NA







Kylie Gillis  
*Project Manager*  
 435.770.0369 | [everlightsolar.com](http://everlightsolar.com)

Save money | Save the planet | Start with solar



Scott E. Wyssling, PE, PP, CME

**Wyssling Consulting**  
76 North Meadowbrook Drive  
Alpine, UT 84004  
office (201) 874-3483  
swyssling@wysslingconsulting.com

---

November 11, 2019

Sunburn Construction  
6720 Fairhaven Road  
Madison, WI 53719

Re:           Engineering Services  
                Smith Residence  
                601 Dale Court, Cross Plains, WI  
                4.200 kW System

To Whom It May Concern:

Pursuant to your request, we have reviewed the following information regarding solar panel installation on the roof of the above referenced home:

1. Site Visit/Verification Form prepared by a Sunburn Construction representative identifying specific site information including size and spacing of rafters for the existing roof structure.
2. Design drawings of the proposed system including a site plan, roof plan and connection details for the solar panels. This information was prepared by Sunburn Construction and will be utilized for approval and construction of the proposed system.
3. Photographs of the interior and exterior of the roof system identifying existing structural members and their conditions.

Based on the above information we have evaluated the structural capacity of the existing roof system to support the additional loads imposed by the solar panels and have the following comments related to our review and evaluation:

***Description of Residence:***

The existing residence is typical wood framing construction with the roof system consisting of truss system with all chords constructed of 2 x 4 dimensional lumber at 24" on center. The attic space is unfinished and photos indicate that there was free access to visually inspect the size and condition of the roof rafters. All wood material utilized for the roof system is assumed to be Doug-Fir #2 or better with standard construction components. The existing roofing material consists of composite asphalt shingles. Photos of the dwelling also indicate that there is a permanent foundation.

***A. Loading Criteria Used***

- 115 MPH wind loading based on ASCE 7-10 Exposure Category "C" at a slope of 27 degrees
- 7 PSF = Dead Load roofing/framing                      Live Load = 20 PSF                      Snow Load = 30 PSF
- 3 PSF = Dead Load solar panels/mounting hardware

*Total Dead Load = 10 PSF*

*The above values are within acceptable limits of recognized industry standards for similar structures in accordance with the Wisconsin Uniform Dwelling Code. Analysis performed of the existing roof structure utilizing the above loading criteria indicates that the existing rafters will support the additional panel loading without damage, if installed correctly.*

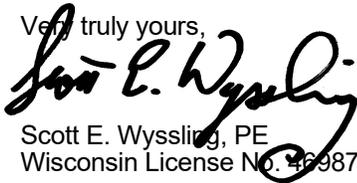
**B. Solar Panel Anchorage**

1. The solar panels shall be mounted in accordance with the most recent “IronRidge Solar Installation Manual”, which can be found on the IronRidge Solar website (<http://ironridgesolar.com/>). If during solar panel installation, the roof framing members appear unstable or deflect non-uniformly, our office should be notified before proceeding with the installation.
2. Maximum allowable pullout per lag screw is 235 lbs/inch of penetration as identified in the National Design Standards (NDS) of timber construction specifications for Doug-Fir (North Lumber) *assumed*. Based on our evaluation, the pullout value, utilizing a penetration depth of 2 ½”, is less than what is allowable per connection and therefore is adequate. Based on the variable factors for the existing roof framing and installation tolerances, using a thread depth of 2 ½” with a minimum size of 5/16” lag screw per attachment point for panel anchor mounts should be adequate with a sufficient factor of safety.
3. Considering the roof slopes, the size, spacing, condition of roof, the panel supports shall be placed no greater than 48” o/c.
4. Panel supports connections shall be staggered to distribute load to adjacent trusses.

Based on the above evaluation, it is the opinion of this office that with appropriate panel anchors being utilized the roof system will adequately support the additional loading imposed by the solar panels. This evaluation is in conformance with the Wisconsin Uniform Dwelling Code, current industry and standards, and based on information supplied to us at the time of this report.

Should you have any questions regarding the above or if you require further information do not hesitate to contact me.

Very truly yours,



Scott E. Wyssling, PE  
Wisconsin License No. 46987-6



**CONTRACTOR INFORMATION:**

Sunburn Construction  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116

**SITE INFORMATION:**  
 Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 kW AC  
 DC SYSTEM SIZE: 3.9 kW DC  
 (13) Heliene 60M-HBLK 300 PV MODULES  
 (7) AP Systems YC600 INVERTER(S)

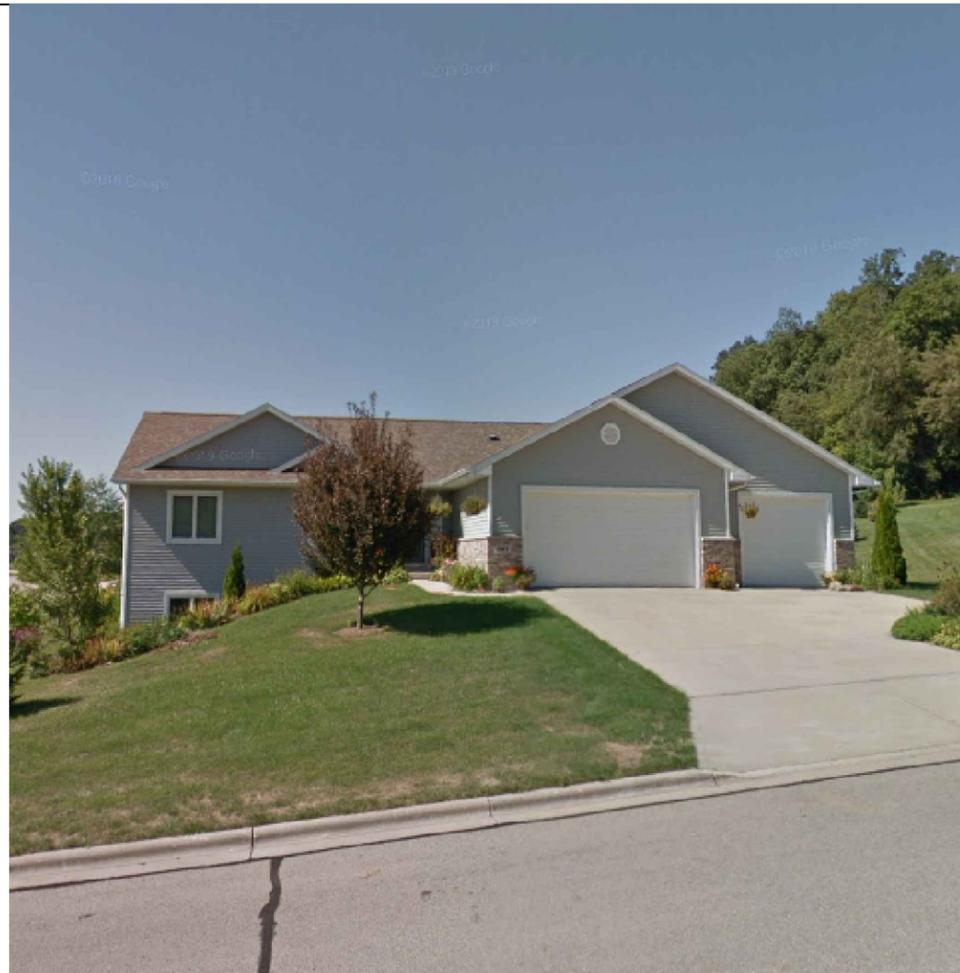
DATE: November 8, 2019

PAGE: PV01 SHEET NAME: COVER PAGE  
 DRAWN BY: SoloCAD VERSION: 0

AERIAL VIEW:



STREET VIEW:



**SHEET INDEX:**

- PV01 COVER PAGE
- PV02 PROPERTY PLAN
- PV03 ROOF PLAN
- PV04 ROOF ATTACHMENTS + BOM
- PV05 MOUNTING DETAIL
- PV06 ELECTRICAL DIAGRAM
- PV07 LABELS
- PV08 PLACARD
- PV09 SITE PHOTOS



**GENERAL NOTES:**

1. INSTALLATION OF SOLAR PHOTOVOLTAIC SYSTEM SHALL BE IN ACCORDANCE WITH NEC ARTICLE 690, AND ALL OTHER APPLICABLE NEC CODES WHERE NOTED OR EXISTING.
2. PROPER ACCESS AND WORKING CLEARANCE AROUND EXISTING AND PROPOSED ELECTRICAL EQUIPMENT WILL COMPLY WITH NEC ARTICLE 110.
3. ALL WIRES, INCLUDING THE GROUNDING ELECTRODE CONDUCTOR SHALL BE PROTECTED FROM PHYSICAL DAMAGE IN ACCORDANCE WITH NEC ARTICLE 250
4. THE PV MODULES ARE CONSIDERED NON-COMBUSTIBLE; THIS SYSTEM IS UTILITY INTERACTIVE PER UL 1741 AND DOES NOT INCLUDE STORAGE BATTERIES OR OTHER ALTERNATIVE STORAGE SOURCES.
5. ALL DC WIRES SHALL BE SIZED ACCORDING TO [NEC 690.8]
6. DC CONDUCTORS SHALL BE WITHIN PROTECTED RACEWAYS IN ACCORDANCE WITH [NEC 690.31]
7. ALL SIGNAGE TO BE PLACED IN ACCORDANCE WITH LOCAL JURISDICTIONAL BUILDING CODE.

**DESCRIPTION OF DESIGN:**

INSTALLATION OF GRID -TIED, UTILITY INTERACTIVE PHOTOVOLTAIC SYSTEM

**EQUIPMENT:**

AC SYSTEM SIZE: 4.2 kW AC  
 DC SYSTEM SIZE: 3.9 kW DC  
 PV MODULES: (13) Heliene 60M-HBLK 300  
 INVERTER(S): (7) AP Systems YC600  
 RACKING: IRONRIDGE XR FLUSH MOUNT RAILING & ROOF ATTACHMENT SYSTEM - 48" O.C.

**APPLICABLE GOVERNING CODES:**

- 2017 NATIONAL ELECTRIC CODE [NEC]
- 2015 INTERNATIONAL BUILDING CODE [IBC]
- 2015 INTERNATIONAL RESIDENTIAL CODE [IRC]
- 2015 INTERNATIONAL FIRE CODE [IFC]

**SITE SPECIFICATIONS:**

OCCUPANCY: R-3  
 ZONING: RESIDENTIAL  
 EXPOSURE CATEGORY: B

CONTRACTOR INFORMATION:

Sunburn Construction  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116

SITE INFORMATION:

Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 KW AC  
 DC SYSTEM SIZE: 3.9 KW DC  
 (13) Heliene 60M-HBLK 300 PV MODULES  
 (7) AP Systems YC600 INVERTER(S)

DATE: November 8, 2019

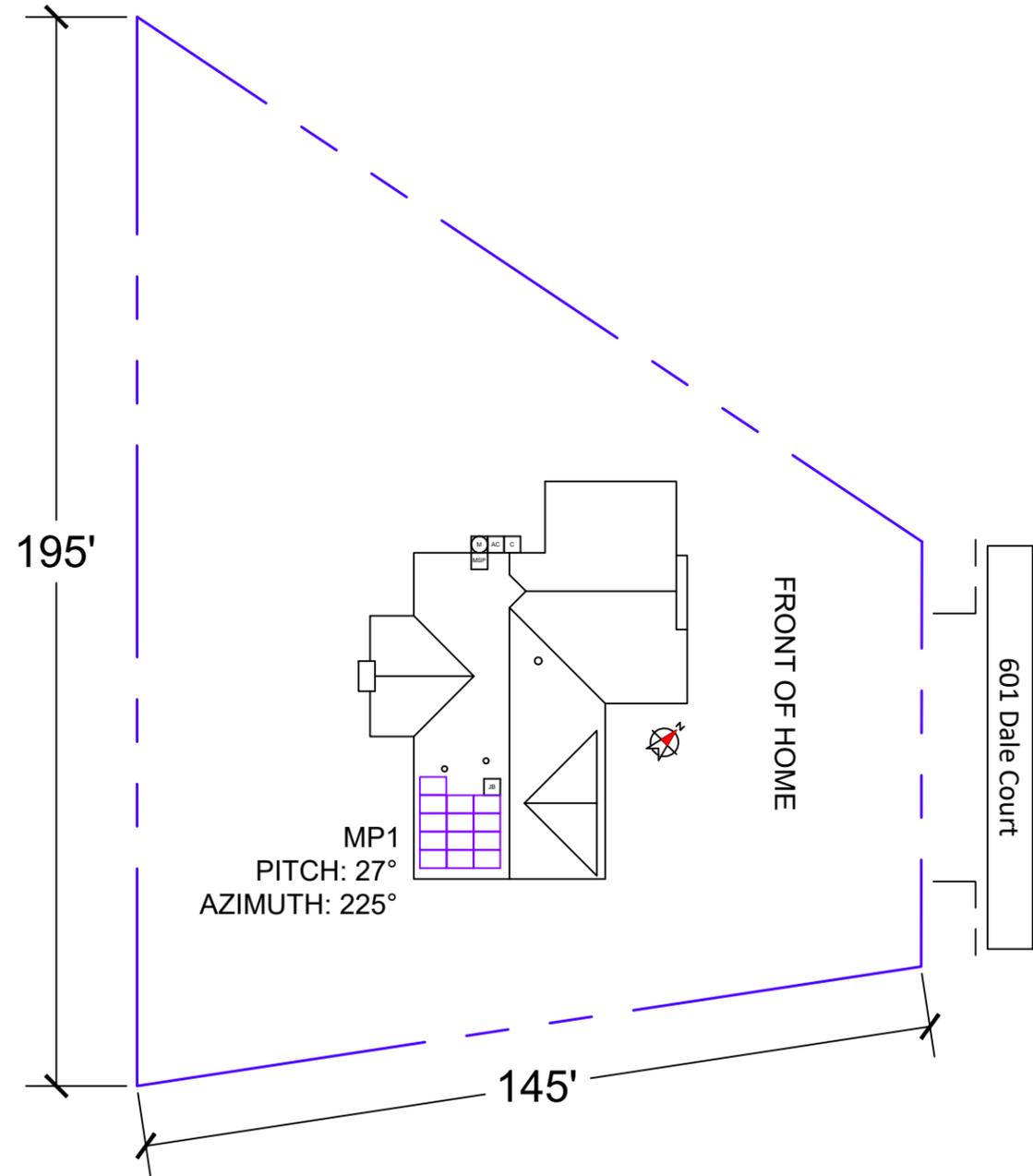
PAGE: PV02 SHEET NAME: PROPERTY PLAN

DRAWN BY: SoloCAD VERSION: 0

EQUIPMENT LEGEND:

-  UTILITY METER
-  MAIN SERVICE PANEL
-  VISIBLE, LOCKABLE, LABELED AC DISCONNECT
-  METER SOCKET (FOR UTILITY PV METER)
-  INVERTER
-  COMBINER BOX
-  LOAD CENTER
-  FIRE ACCESS PATHWAY (3' TYP)
-  PROPERTY LINE
-  BATTERY(IES)

VISIBLE, LOCKABLE, LABELED AC DISCONNECT LOCATED WITHIN 10' OF UTILITY METER



**CONTRACTOR INFORMATION:**

Sunburn Construction  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116

**SITE INFORMATION:**

Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 KW AC  
 DC SYSTEM SIZE: 3.9 KW DC

(13) Heliene 60M-HBLK 300 PV MODULES  
 (7) AP Systems YC600 INVERTER(S)

DATE: November 8, 2019

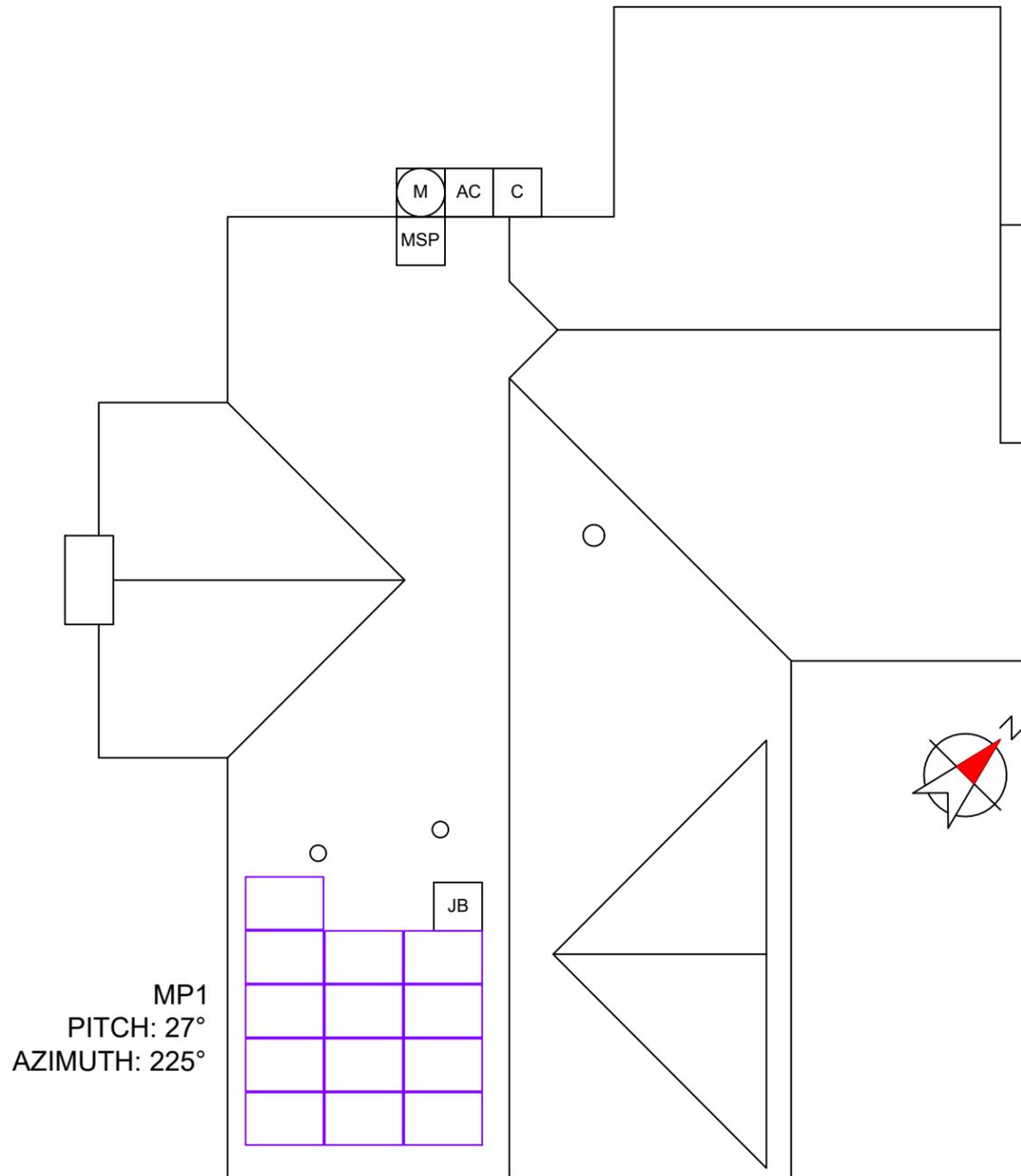
PAGE: PV03 SHEET NAME: ROOF PLAN

DRAWN BY: SoloCAD VERSION: 0

**EQUIPMENT LEGEND:**

-  UTILITY METER
-  MAIN SERVICE PANEL
-  VISIBLE, LOCKABLE, LABELED AC DISCONNECT
-  METER SOCKET (FOR UTILITY PV METER)
-  INVERTER
-  COMBINER BOX
-  LOAD CENTER
-  FIRE ACCESS PATHWAY (3' TYP)
-  BATTERY(IES)

VISIBLE, LOCKABLE, LABELED AC DISCONNECT LOCATED WITHIN 10' OF UTILITY METER

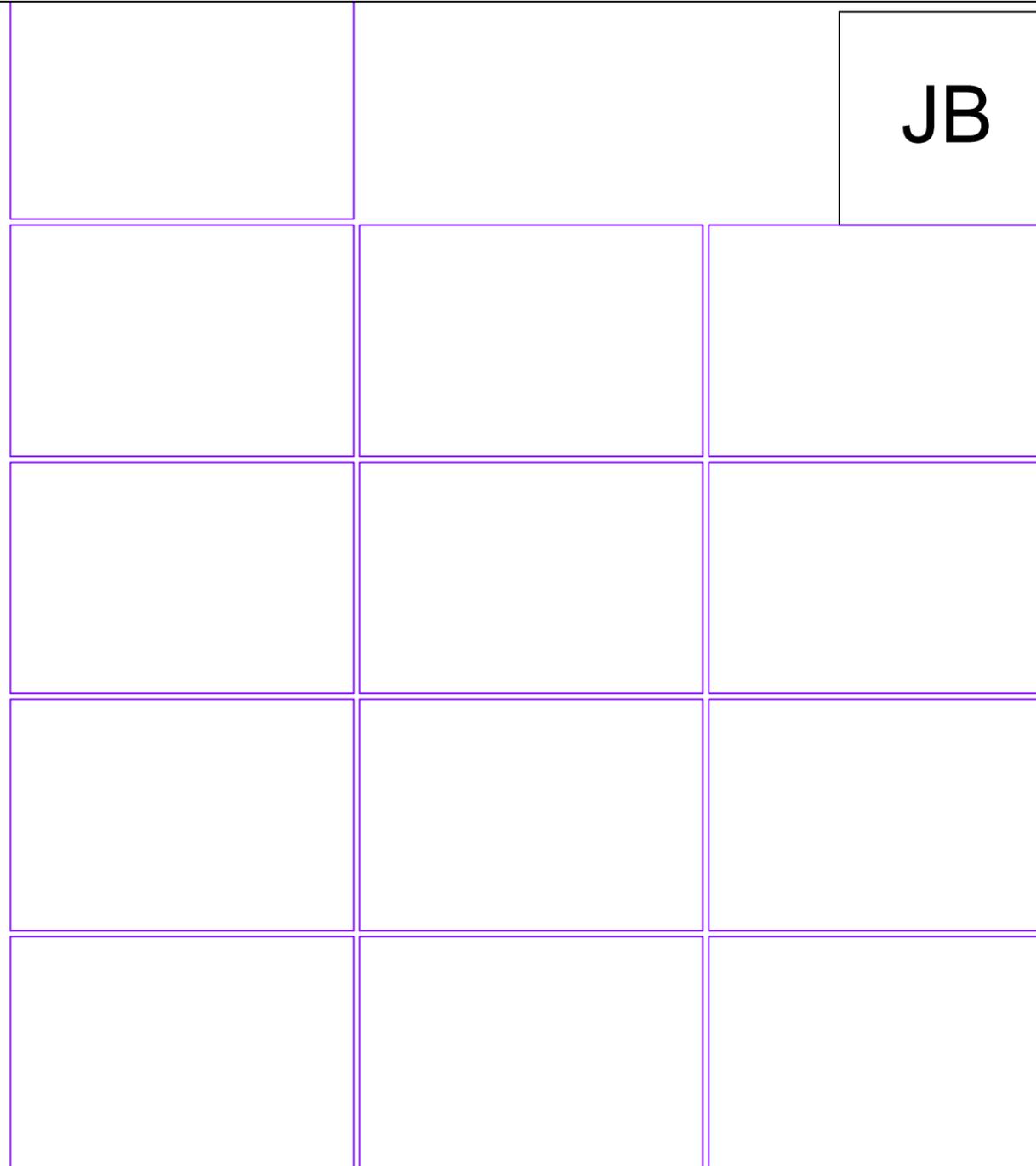


FRONT OF HOME



**CONTRACTOR INFORMATION:**  
**Sunburn Construction**  
**6720 Fairhaven Road**  
**Madison, WI 53719**  
**License# DCQ-111802116**

**SITE INFORMATION:**  
 Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 KW AC  
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 (7) AP Systems YC600 INVERTER(S)

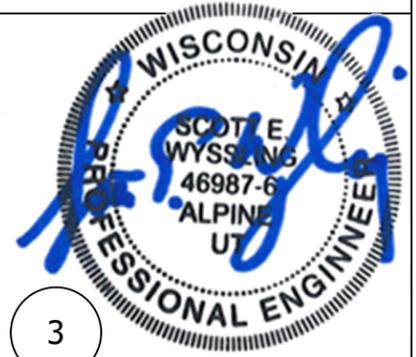
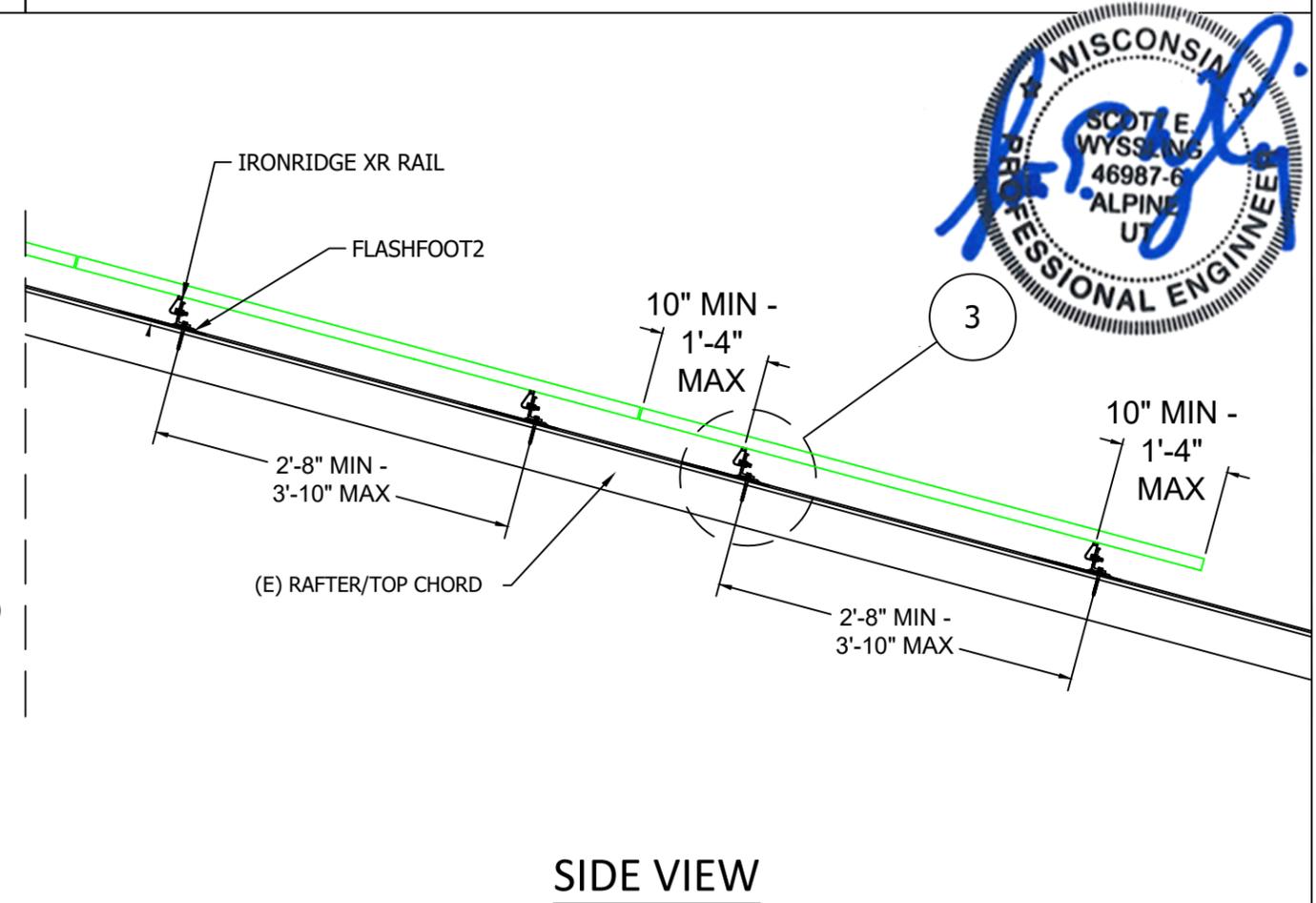
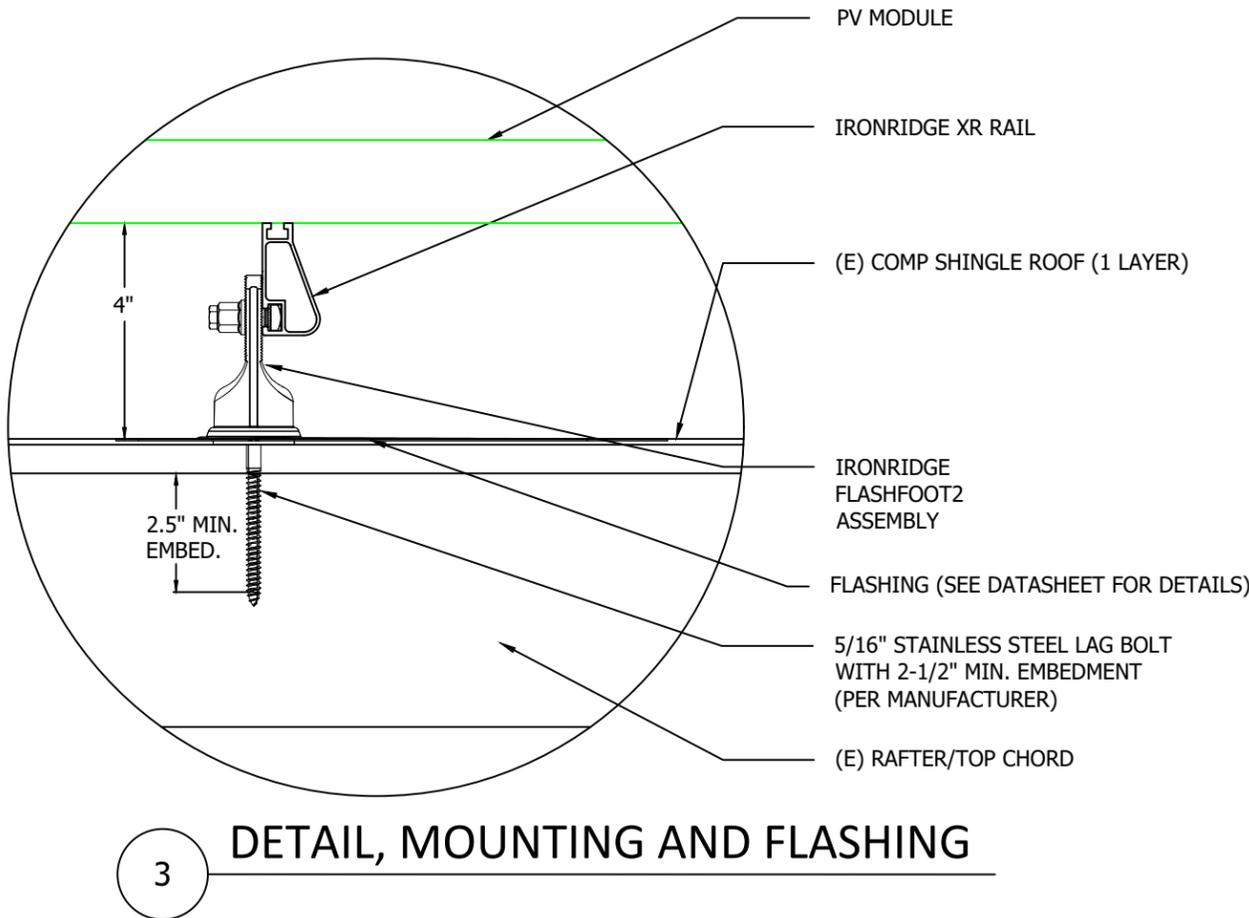
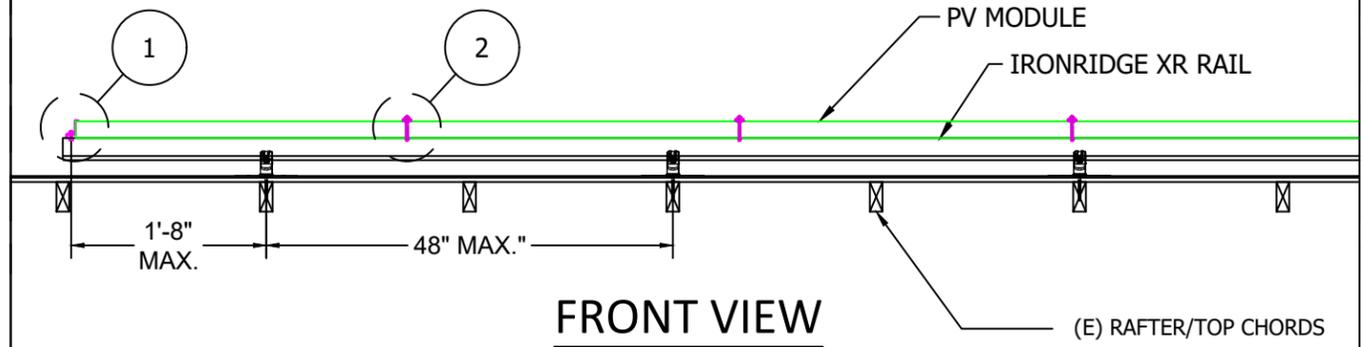
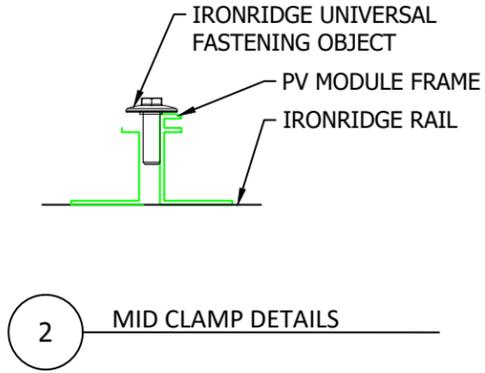
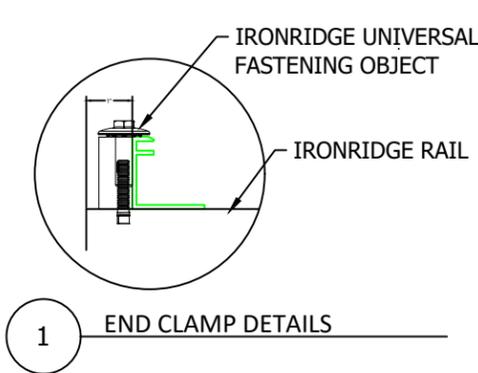


PHOTOVOLTAIC ARRAY STRUCTURAL CRITERIA:		MOUNTING EQUIPMENT QTY:		FRAMING INFO:	
ROOF ATTACHMENT COUNT:	26	ROOF ATTACHMENT COUNT:	(26)	RAFTER SIZE:	2x4
PV MODULE COUNT:	13	PV MODULE COUNT:	(13)	RAFTER SPACING:	24"
ARRAY AREA:	MODULE COUNT * 18.06ft <sup>2</sup> = 234.78	MID CLAMP COUNT:	(20)	FRAMING TYPE:	Manufactured Truss
ROOF AREA:	2994 ft <sup>2</sup>	END CLAMP QTY:	(12)		
PERCENT OF ROOF COVERED:	8%	SPLICE COUNT:	(0)		
ARRAY WEIGHT:	MODULE COUNT * 50lbs = 650	ATTACHMENT SPACING:	48		
DISTRIBUTED LOAD:	ARRAY LBS/ATTACHMENTS = 25				
POINT LOAD: (lbs/ft <sup>2</sup> )	(ARRAY) WEIGHT/AREA = 2.77 lbs/ft <sup>2</sup>				

CONTRACTOR INFORMATION:  
**Sunburn Construction**  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116

SITE INFORMATION:  
 Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 kW AC  
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 (13) Heliene 60M-HBLK 300 PV MODULES  
 (7) AP Systems YC600 INVERTER(S)

DATE: November 8, 2019  
 PAGE: PV05 SHEET NAME: MOUNTING DETAIL  
 DRAWN BY: SoloCAD VERSION: 0



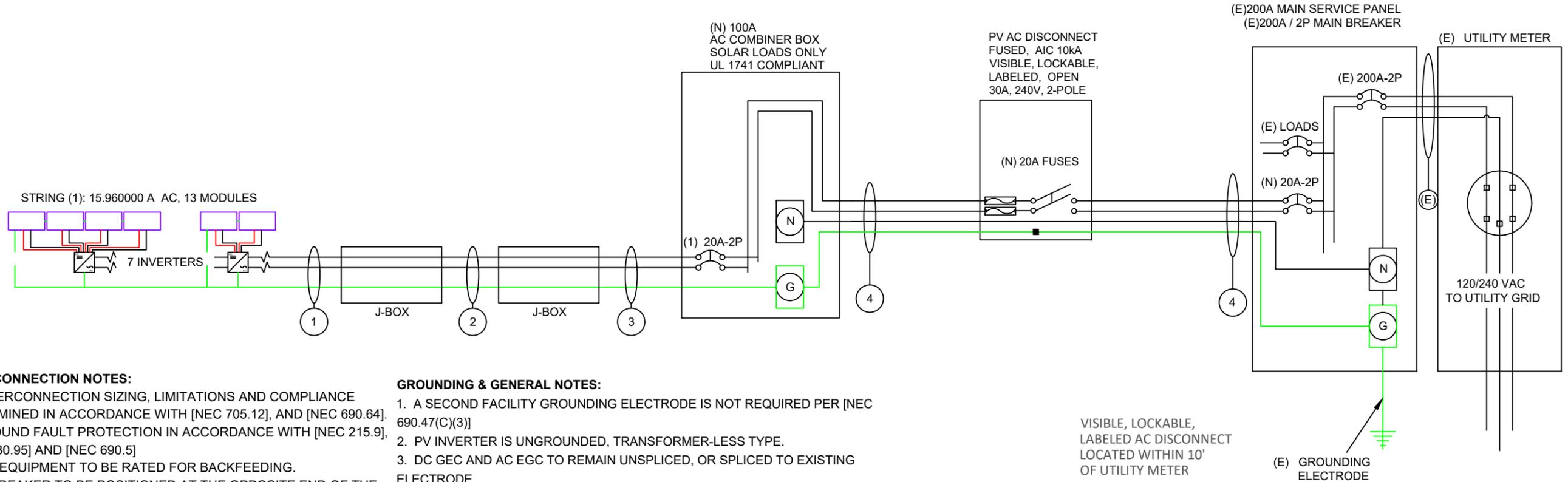
PHOTOVOLTAIC ARRAY STRUCTURAL CRITERIA:	
ROOF ATTACHMENT COUNT:	26
PV MODULE COUNT:	13
ARRAY AREA:	MODULE COUNT * 18.06ft <sup>2</sup> = 234.78
ROOF AREA:	2994 ft <sup>2</sup>
PERCENT OF ROOF COVERED:	8%
ARRAY WEIGHT:	MODULE COUNT * 50lbs = 650
DISTRIBUTED LOAD:	ARRAY LBS/ATTACHMENTS = 25
POINT LOAD: (lbs/ft <sup>2</sup> )	(ARRAY) WEIGHT/AREA = 2.77 lbs/ft <sup>2</sup>

MOUNTING EQUIPMENT QTY:	
ROOF ATTACHMENT COUNT:	(26)
PV MODULE COUNT:	(13)
MID CLAMP COUNT:	(20)
END CLAMP QTY:	(12)
SPLICE COUNT:	(0)
ATTACHMENT SPACING:	48

FRAMING INFO:	
RAFTER SIZE:	2x4
RAFTER SPACING:	24"
FRAMING TYPE:	Manufactured Truss

**WIRE SCHEDULE**

<b>1</b>	(1) 12-2 TC-ER, THWN-2, COPPER (OR CODE APPROVED EQUIVALENT)  (1) 6 AWG BARE, COPPER (GROUND)	<b>2</b>	(1) 10 AWG THWN-2, or THHN, or 10/2 NM-B COPPER - (POSITIVE) (1) 10 AWG THWN-2, or THHN, or 10/2 NM-B COPPER - (NEGATIVE) (1) 10 AWG THWN-2, or THHN, or 10/2 NM-B COPPER - (GROUND) (1) 3/4" LIQUID TIGHT CONDUIT or 3/4" EMT or FMC (OR CODE APPROVED EQUIVALENT)	<b>3</b>	(1) 10 AWG THHN/THWN-2, COPPER - (L1) (1) 10 AWG THHN/THWN-2 COPPER - (L2) (1) 10 AWG THHN/THWN-2 (GROUND) CONDUIT: 3/4" EMT or 3/4" LIQUID TIGHT (OR CODE APPROVED EQUIVALENT)	<b>4</b>	(1) 10 AWG THWN-2 COPPER - (L1) (1) 10 AWG THWN-2 COPPER - (L2) (1) 10 AWG THWN-2 COPPER - (NEUTRAL) (1) 10 AWG THWN-2 COPPER - (GROUND) (1) CONDUIT: 3/4" EMT or 3/4" LIQUID TIGHT (OR CODE APPROVED EQUIVALENT)
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**INTERCONNECTION NOTES:**

1. INTERCONNECTION SIZING, LIMITATIONS AND COMPLIANCE DETERMINED IN ACCORDANCE WITH [NEC 705.12], AND [NEC 690.64].
3. GROUND FAULT PROTECTION IN ACCORDANCE WITH [NEC 215.9], [NEC 230.95] AND [NEC 690.5]
4. ALL EQUIPMENT TO BE RATED FOR BACKFEEDING.
5. PV BREAKER TO BE POSITIONED AT THE OPPOSITE END OF THE BUSBAR RELATIVE TO THE MAIN BREAKER.

**DISCONNECT NOTES**

1. DISCONNECTING SWITCHES SHALL BE WIRED SUCH THAT WHEN THE SWITCH IS OPENED THE CONDUCTORS REMAINING LIVE ARE CONNECTED TO THE TERMINALS MARKED "LINE SIDE" (TYPICALLY THE UPPER TERMINALS)
2. AC DISCONNECT MUST BE ACCESSIBLE TO QUALIFIED UTILITY PERSONNEL, BE LOCKABLE, AND BE A VISIBLE-BREAK SWITCH

**GROUNDING & GENERAL NOTES:**

1. A SECOND FACILITY GROUNDING ELECTRODE IS NOT REQUIRED PER [NEC 690.47(C)(3)]
2. PV INVERTER IS UNGROUNDED, TRANSFORMER-LESS TYPE.
3. DC GEC AND AC EGC TO REMAIN UNSPLICED, OR SPLICED TO EXISTING ELECTRODE
4. ANY EXISTING WIRING INVOLVED WITH PV SYSTEM CONNECTION THAT IS FOUND TO BE INADEQUATE PER CODE SHALL BE CORRECTED PRIOR TO FINAL INSPECTION.
5. JUNCTION BOX QUANTITIES, AND PLACEMENT SUBJECT TO CHANGE IN THE FIELD - JUNCTION BOXES DEPICTED ON ELECTRICAL DIAGRAM REPRESENT WIRE TYPE TRANSITIONS.
6. AC DISCONNECT NOTED IN EQUIPMENT SCHEDULE OPTIONAL IF OTHER AC DISCONNECTING MEANS IS LOCATED WITHIN 10' OF SERVICE DISCONNECT.

VISIBLE, LOCKABLE, LABELED AC DISCONNECT LOCATED WITHIN 10' OF UTILITY METER  
 (E) GROUNDING ELECTRODE

**EQUIPMENT SCHEDULE:**

TYPE:	QTY:	DESCRIPTION:	RATING:
MODULES:	(13)	Heliene 60M-HBLK 300	300 W
INVERTERS:	(7)	AP Systems YC600	600 W
AC DISCONNECT(S):	(1)	PV AC DISCONNECT, 240V, 2-POLE	30 A

CONTRACTOR INFORMATION:  
**Sunburn Construction**  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116

SITE INFORMATION:  
 Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 kW AC  
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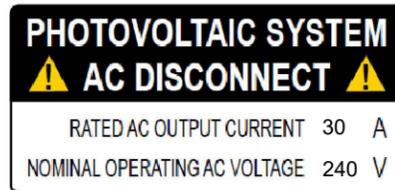
DATE: November 8, 2019  
 PAGE: PV07 SHEET NAME: LABELS  
 DRAWN BY: SoloCAD VERSION: 0



**LABEL 1**  
 AT EACH JUNCTION BOX, COMBINER BOX, DISCONNECT, AND DEVICE WHERE ENERGIZED UNGROUNDED CONDUCTORS MAY BE EXPOSED DURING SERVICE. NEC. 690.35(F)



**LABEL 2**  
 FOR PV DISCONNECTING MEANS WHERE ALL TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION. NEC 690.17(E), NEC 705.22



**LABEL 4**  
 AT POINT OF INTERCONNECTION, MARKED AT AC DISCONNECTING MEANS. NEC 690.54, NEC 690.13 (B)



**LABEL 5**  
 AT POINT OF INTERCONNECTION FOR EQUIPMENT CONTAINING OVERCURRENT DEVICES IN CIRCUITS SUPPLYING POWER TO A BUSBAR OR CONDUCTOR SUPPLIED FROM MULTIPLE SOURCES, EACH SERVICE EQUIPMENT AND ALL ELECTRIC POWER PRODUCTION SOURCE LOCATIONS. NEC 705.12(D)(3)



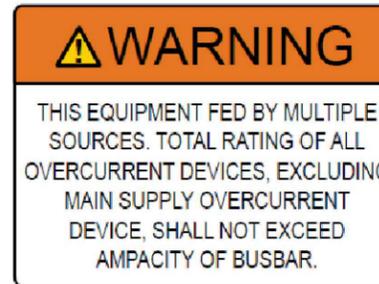
**LABEL 6**  
 AT DIRECT-CURRENT EXPOSED RACEWAYS, CABLE TRAYS, COVERS AND ENCLOSURES OF JUNCTION BOXES, AND OTHER WIRING METHODS; SPACED AT MAXIMUM 10FT SECTION OR WHERE SEPARATED BY ENCLOSURES, WALLS, PARTITIONS, CEILINGS, OR FLOORS. NEC 690.31(G)(3&4)



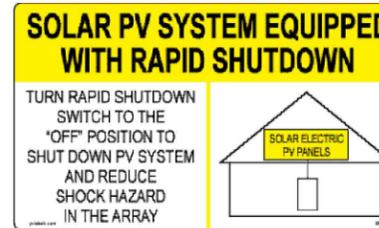
**LABEL 7**  
 PLACED ADJACENT TO THE BACK-FED BREAKER FROM THE INVERTER IF TIE IN CONSISTS OF LOAD SIDE CONNECTION TO BUSBAR. NEC 705.12(D)(2)(3)(B)



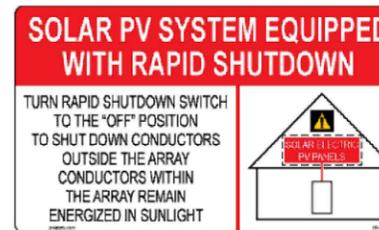
**LABEL 8**  
 SIGN LOCATED AT UTILITY SERVICE EQUIPMENT. NEC 690.56(C)



**LABEL 9 (ONLY IF 3 OR MORE SUPPLY SOURCES TO A BUSBAR)**  
 SIGN LOCATED AT LOAD CENTER IF CONTAINS 3 OR MORE POWER SOURCES. NEC 705.12(D)(2)(3)(C)



**LABEL 10**  
 FOR PV SYSTEMS THAT SHUT DOWN THE ARRAY AND CONDUCTORS LEAVING THE ARRAY:  
 SIGN TO BE LOCATED ON OR NO MORE THAN 3 FT AWAY FROM SERVICE DISCONNECTING MEANS TO WHICH THE PV SYSTEMS ARE CONNECTED AND SHALL INDICATE THE LOCATION OF ALL IDENTIFIED RAPID SHUTDOWN SWITCHES IF NOT AT THE SAME LOCATION. [NEC 690.56(C)(1)(A)]

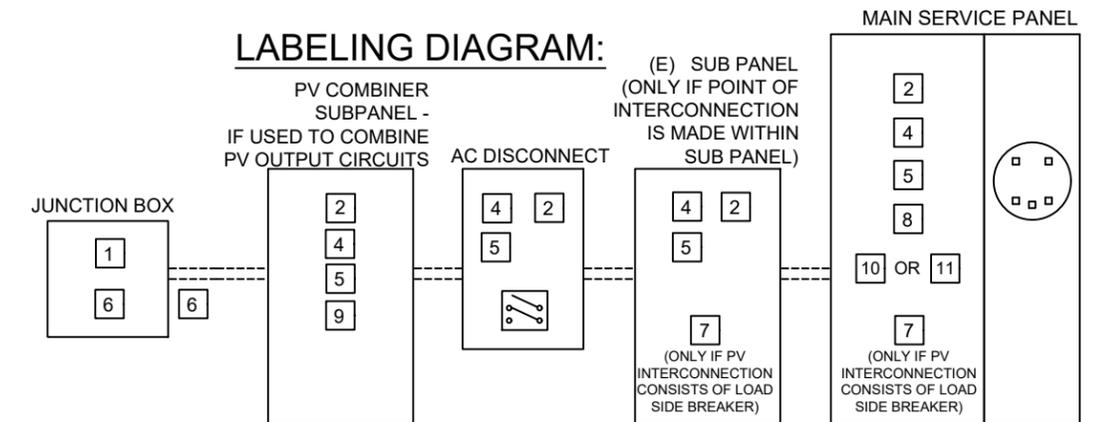


**LABEL 11**  
 FOR PV SYSTEMS THAT ONLY SHUT DOWN CONDUCTORS LEAVING THE ARRAY:  
 SIGN TO BE LOCATED ON OR NO MORE THAN 3 FT AWAY FROM SERVICE DISCONNECTING MEANS TO WHICH THE PV SYSTEMS ARE CONNECTED AND SHALL INDICATE THE LOCATION OF ALL IDENTIFIED RAPID SHUTDOWN SWITCHES IF NOT AT THE SAME LOCATION. [NEC 690.56(C)(1)(B)]

**LABELING NOTES:**

1. LABELS CALLED OUT ACCORDING TO ALL COMMON CONFIGURATIONS. ELECTRICIAN TO DETERMINE EXACT REQUIREMENTS IN THE FIELD PER CURRENT NEC AND LOCAL CODES AND MAKE APPROPRIATE ADJUSTMENTS.
2. LABELING REQUIREMENTS BASED ON THE 2017 NATIONAL ELECTRIC CODE, OSHA STANDARD 19010.145, ANSI Z535.
3. MATERIAL BASED ON THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
4. LABELS TO BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED [NEC 110.21]
5. LABELS TO BE A MINIMUM LETTER HEIGHT OF 3/8", WHITE ON RED BACKGROUND; REFLECTIVE, AND PERMANENTLY AFFIXED [IFC 605.11.1.1]

**LABELING DIAGRAM:**



\*\* ELECTRICAL DIAGRAM SHOWN ABOVE IS FOR LABELING PURPOSES ONLY. NOT AN ACTUAL REPRESENTATION OF EQUIPMENT AND CONNECTIONS TO BE INSTALLED. LABEL LOCATIONS PRESENTED MAY VARY DEPENDING ON TYPE OF INTERCONNECTION METHOD AND LOCATION PRESENTED ELECTRICAL DIAGRAM PAGE. \*\*

CONTRACTOR INFORMATION:

Sunburn Construction  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116

SITE INFORMATION:

Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
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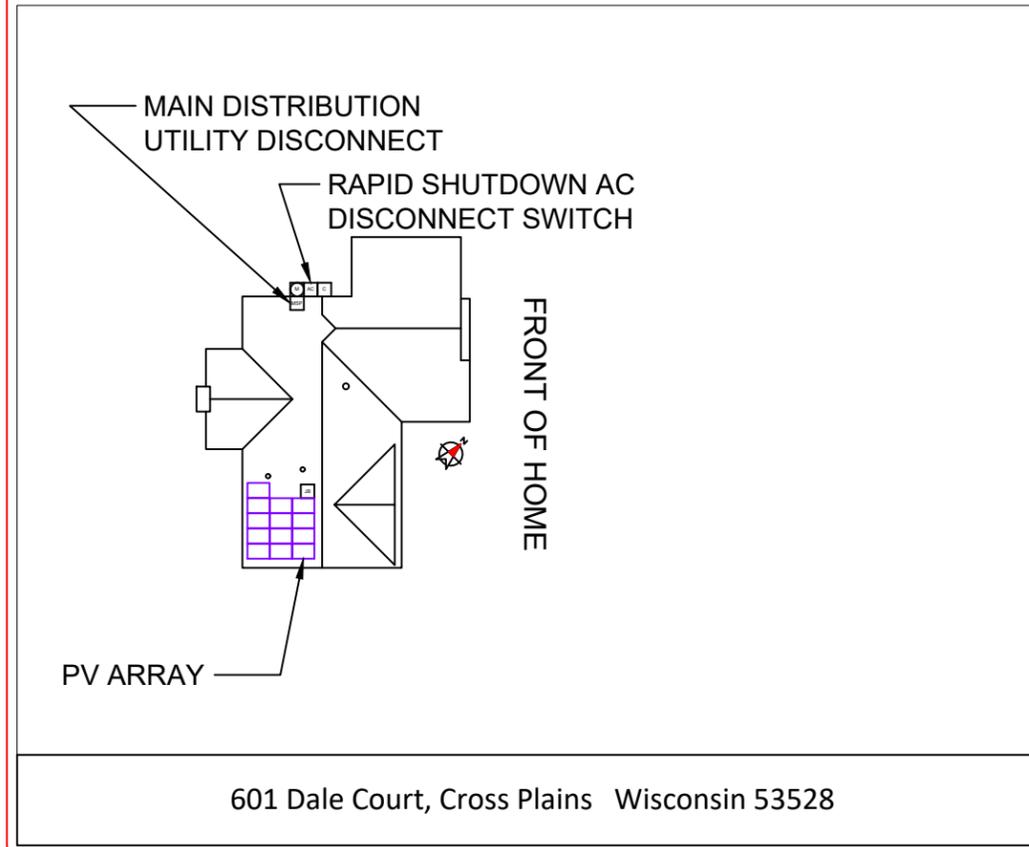
DATE: November 8, 2019

PAGE: PV08 SHEET NAME: PLACARD

DRAWN BY: SoloCAD VERSION: 0

# CAUTION

POWER TO THIS BUILDING IS ALSO SUPPLIED FROM ROOF MOUNTED SOLAR ARRAYS WITH SAFETY DISCONNECTS AS SHOWN:



**DIRECTORY**

PERMANENT PLAQUE OR DIRECTORY PROVIDING THE LOCATION OF THE SERVICE DISCONNECTING MEANS AND THE PHOTOVOLTAIC SYSTEM.

(ALL PLAQUES AND SIGNAGE WILL BE INSTALLED AS OUTLINED WITHIN: NEC 690.56(B)&(C), [NEC 705.10])

SITE PHOTOS:

CONTRACTOR INFORMATION:

Sunburn Construction  
 6720 Fairhaven Road  
 Madison, WI 53719  
 License# DCQ-111802116



SITE INFORMATION:

Andy Smith  
 601 Dale Court, Cross Plains, Wisconsin 53528  
 AC SYSTEM SIZE: 4.2 kW AC  
 DC SYSTEM SIZE: 3.9 kW DC  
 (13) Heliene 60M-HBLK 300 PV MODULES  
 (7) AP Systems YC600 INVERTER(S)

DATE: November 8, 2019

PAGE: PV09 SHEET NAME: SITE PHOTOS

DRAWN BY: SoloCAD VERSION: 0

**HELIENE** **60M-HBLK**  
60-CELL MONOCRYSTALLINE MODULE



**305 Wp**  
MAX POWER OUTPUT

**18.6%**  
MAX EFFICIENCY

**10 YEAR**  
PRODUCT WARRANTY

**25 YEAR**  
LINEAR PERFORMANCE GUARANTEE

HELIENE INC. IS A PREMIER SOLAR MODULE MANUFACTURER, SERVICING THE GROWING SOLAR ENERGY MARKETS OF NORTH AMERICA.

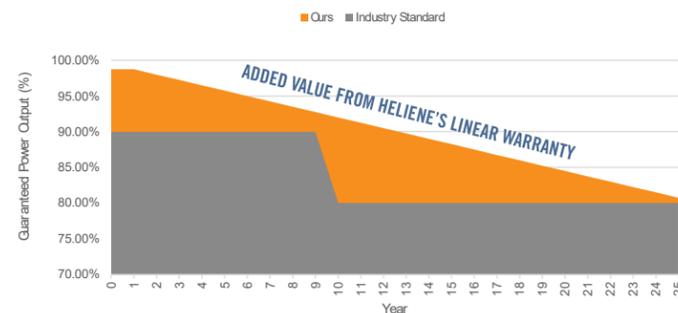
COMBINING PROVEN EUROPEAN TECHNOLOGY WITH NORTH AMERICAN INGENUITY ALLOWS HELIENE TO MAKE A REAL COMMITMENT IN PROVIDING SMARTER ENERGY CHOICES FOR THE FUTURE.

HELIENE  
www.heliene.com

- H-BLACK INTEGRATION - BLACK FRAME & BACKSHEET
- PERFECT FOR HIGH VISIBILITY INSTALLATIONS
- MANUFACTURED ACCORDING TO INTERNATIONAL QUALITY SYSTEM STANDARDS: ISO9001
- GUARANTEED POSITIVE POWER SORTING: [-0 : +4.99 Wp]

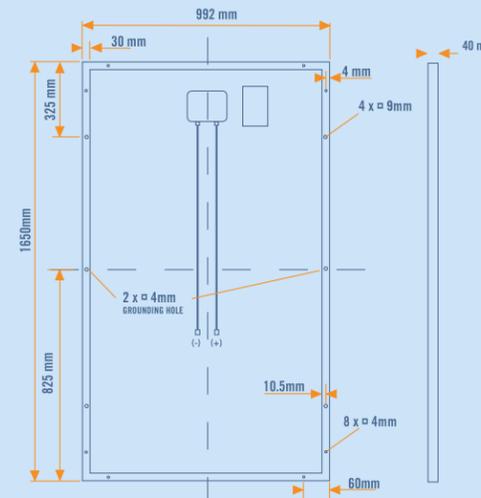
LINEAR PERFORMANCE GUARANTEE

10 YEAR WORKMANSHIP WARRANTY • 25 YEAR LINEAR PERFORMANCE GUARANTEE

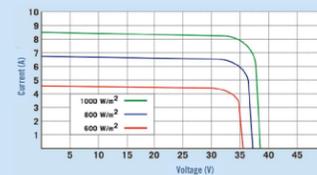
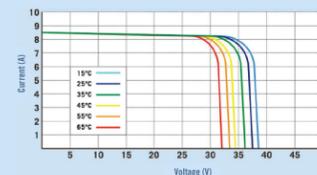


**60M**

DIMENSIONS FOR HELIENE 60M SERIES MODULES



I-V CURVE FOR HELIENE 60M SERIES



CERTIFICATIONS



ELECTRICAL DATA (STC)

Peak Rated Power	$P_{mpp}$ (W)	305	300	295	290	285
Maximum Power Voltage	$V_{mpp}$ (V)	33.44	33.40	32.84	32.54	32.24
Maximum Power Current	$I_{mpp}$ (A)	9.20	9.13	9.06	8.99	8.92
Open Circuit Voltage	$V_{oc}$ (V)	39.98	39.83	39.68	39.53	39.38
Short Circuit Current	$I_{sc}$ (A)	9.67	9.59	9.51	9.42	9.34
Module Efficiency *	Eff (%)	18.6	18.3	18.0	17.7	17.4
Maximum Series Fuse Rating	MF (A)	20	15	15	15	15
Power Output Tolerance		[- 0 , + 4.99] Wp				

STC - Standard Test Conditions: Irradiation 1000 W/m<sup>2</sup> - Air mass AM 1.5 - Cell temperature 25 °C  
\* Calculated using maximum power based on full positive output tolerance [-0 , +4.99] Wp

MECHANICAL DATA

Dimensions (L x W x D)	1650 x 992 x 40 mm (65 x 39 x 1.6 inch)
Weight*	19.9 kg (43.9 lbs)
Output Cables	1.0 m (39.4 inch) symmetrical cables with MC4 type connectors
Junction Box	IP-67 rated with bypass diodes
Frame	Double webbed 15 micron anodized aluminum alloy
Front Glass	Low-iron content, high-transmission PV solar glass
Solar Cells	60 Monocrystalline cells (156 x 156 mm)

\* Calculated using 3.2mm PV glass, if 4mm profile is requested weight load will vary

CERTIFICATIONS

UL Certification	ULC/ORD-C1703-1, UL1703
IEC Certification	Optional

All Heliene modules are certified under the California Energy Commission (CEC) Listing Report

TEMPERATURE RATINGS

Nominal Operating Cell Temperature (NOCT)	+45°C (±2°C)
Temperature Coefficient of $P_{max}$	-0.39%/°C
Temperature Coefficient of $V_{oc}$	-0.31%/°C
Temperature Coefficient of $I_{sc}$	0.045%/°C

MAXIMUM RATINGS

Operational Temperature	-40°C - +85°C
Max System Voltage	1000V (*1500V) *Optional

WARRANTY

10 Year Manufacturer's Workmanship Warranty
25 Year Linear Power Guarantee
(Refer to product warranty page for details)

PACKAGING CONFIGURATION

Modules per box:	26 pieces
Modules per 53' trailer:	936 pieces

CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT. Specifications included in this datasheet are subject to change without notice.



# APsystems YC600 Microinverter Datasheet

## INPUT DATA (DC)

Module Compatibility	60 & 72 Cell PV Modules
MPPT Voltage Range	22V-48V
Operation Voltage Range	16V-55V
Maximum Input Voltage	55V
Maximum Input Current	12A x 2
Maximum Total PV Array Short Circuit Current	15A

## OUTPUT DATA (AC)

	240V	208V
Maximum Continuous Output Power	548VA	548VA
Peak Output Power	600VA	600VA
Nominal Output Voltage	240V	208V
Nominal Output Current	2.28A	2.63A
Nominal Output Frequency	60Hz	60Hz
Adjustable Output Voltage Range	211-264V	183-229V
Adjustable Output Frequency Range	59.3 - 60.5Hz	59.3 - 60.5Hz
Power Factor (Adjustable)	0.8 leading...0.8 lagging	0.8 leading...0.8 lagging
Total Harmonic Distortion	<3%	<3%
Maximum Units per Branch	7 (14 PV modules)	6 (12 PV modules)

## EFFICIENCY

Peak Efficiency	96.7%
CEC Weighted Efficiency	96.5%
Nominal MPPT Efficiency	99.5%
Night Power Consumption	60mW

## MECHANICAL DATA

Operating Ambient Temperature Range	-40°F to +149°F (-40°C to +65°C)
Storage Temperature Range	-40°F to +185°F (-40°C to +85°C)
Dimensions (WxHxD) inches	10.24" x 7.4" x 1.24"
Dimensions (WxHxD) mm	260mm x 188mm x 31.5mm
Weight	5.7 lbs (2.6kg)
AC BUS Maximum Current	20A
Connector Type	MC4 Type
Enclosure Rating	NEMA 6 ( IP67 )
Cooling	Natural Convection - No Fans

## FEATURES & COMPLIANCE

Communication	Wireless Zigbee
Transformer Design	High Frequency Transformers, Galvanic Isolation
Monitoring	Via EMA**Online Portal
Emissions & Immunity (EMC) Compliance	FCC PART 15, ANSI C63.4, ICES-003
Safety & Grid Connection Compliance	UL1741, UL1741 SA (240V version only), CA Rule 21 (240V version only), IEEE1547, CSA C22.2 No.107.1-01, NEC 2017 690.12, 690.11

\* Depending on the local regulations.

\*\*APsystems online Energy Management Analysis (EMA) platform

Specifications subject to change without notice - please ensure you are using the most recent version found at APsystems.com

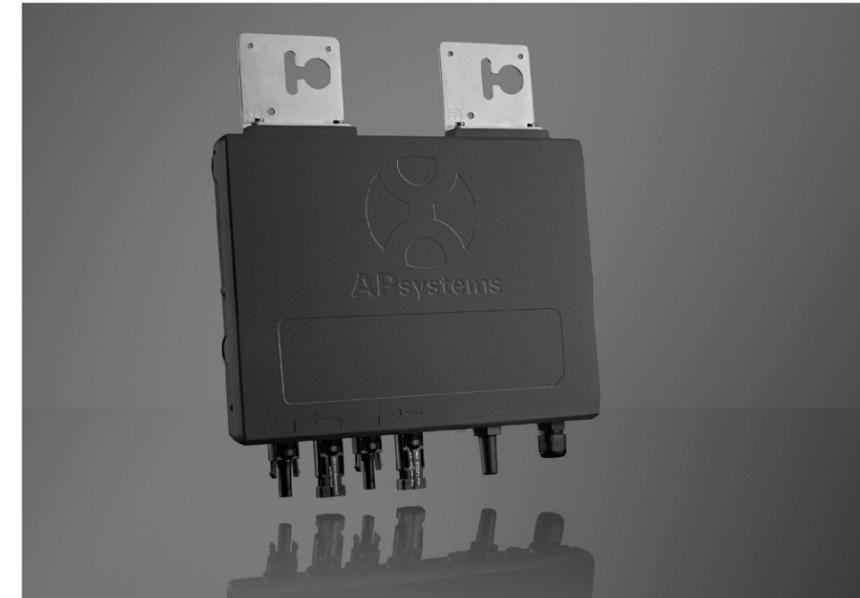
2.11.19 © All Rights Reserved



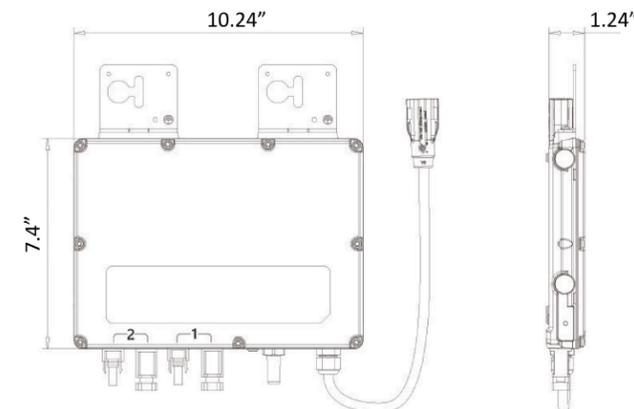
Leading the Industry in Solar Microinverter Technology

# YC600 Microinverter

- Dual-module microinverter with independent MPPT
- Utility-interactive with Reactive Power Control (RPC)
- CA Rule 21 compliant
- Continuous power of 274VA per channel, 300VA peak
- Accommodates modules from 250-365W+
- Wide MPPT voltage range (22V-48V)
- Meets NEC 2014/2017 690.12 Rapid Shutdown requirements
- ZigBee communication & free monitoring



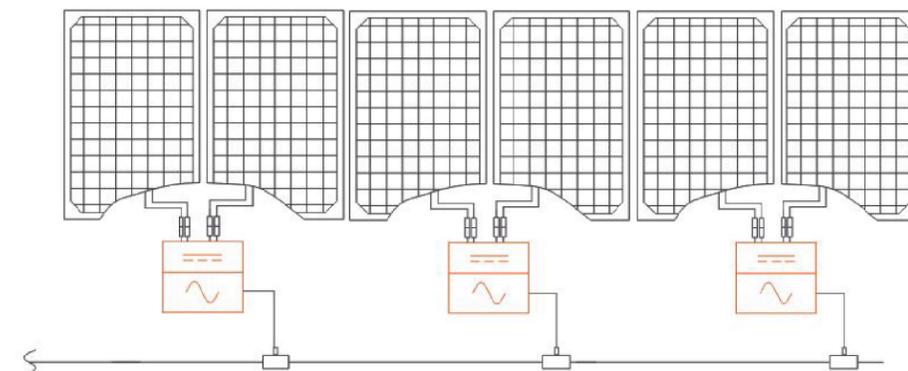
## DIMENSIONS



With its groundbreaking design and features, the YC600 is the pinnacle of microinverter technology. A single-phase, smart grid-compliant microinverter, the YC600 serves two modules with dual, independent MPPT. Zigbee wireless communication over a mesh network offers faster data speeds than PLC and a wider MPPT voltage range results in a greater energy harvest for homeowners.

A true utility-interactive microinverter with Reactive Power Control (RPC) technology, the YC600 meets CA Rule 21 requirements and is inherently NEC 2014/2017 Rapid Shutdown compliant. The unit also builds on the successful APsystems line of multi-module microinverters, simplifying installation and reducing logistics costs.

## WIRING SCHEMATIC



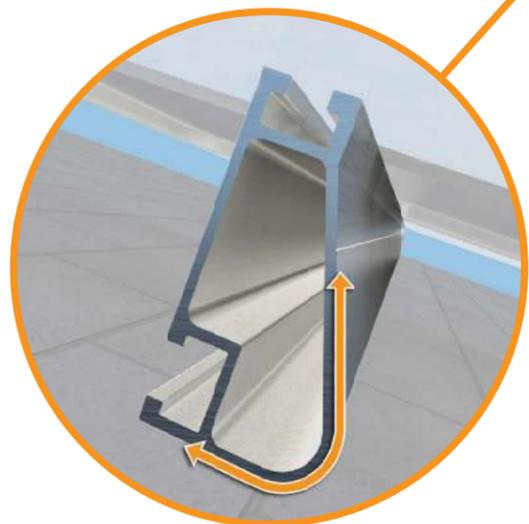
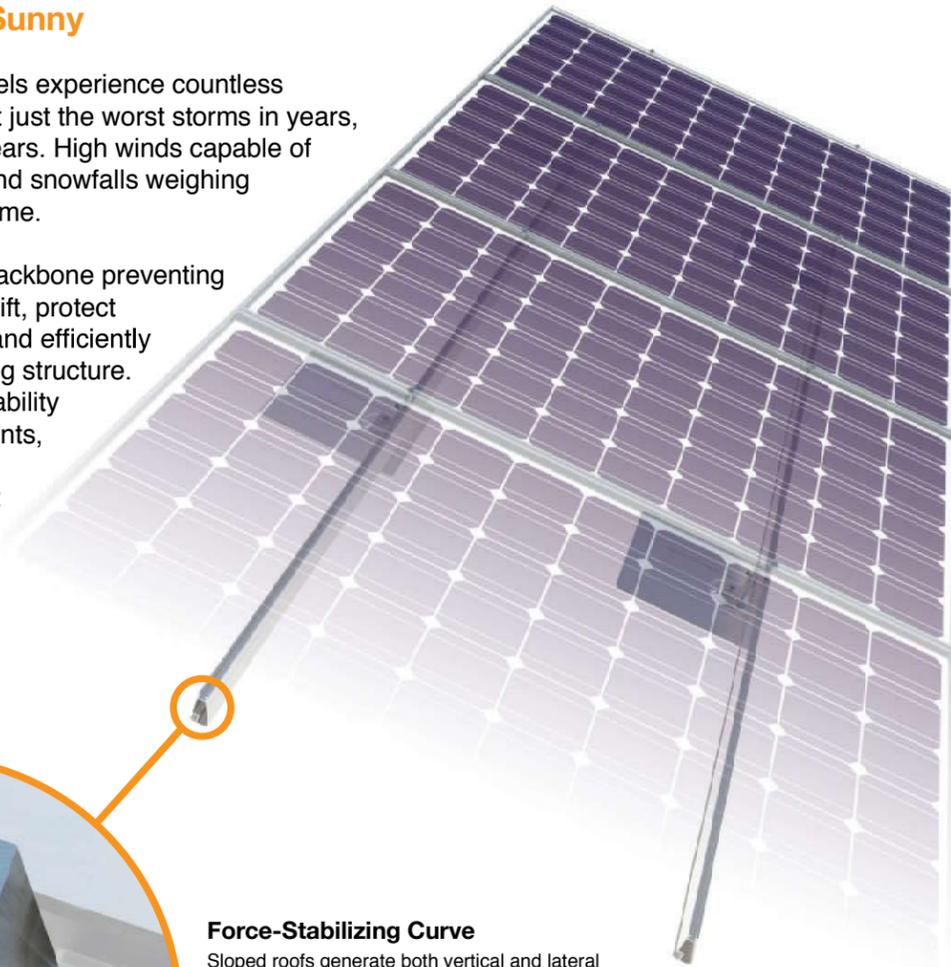


# XR Rail Family

## Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



### Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

### Compatible with Flat & Pitched Roofs



XR Rails are compatible with FlashFoot and other pitched roof attachments.



IronRidge offers a range of tilt leg options for flat roof mounting applications.

### Corrosion-Resistant Materials

All XR Rails are made of 6000-series aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



## XR Rail Family

The XR Rail Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail to match.



### XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves 6 foot spans, while remaining light and economical.

- 6' spanning capability
- Moderate load capability
- Clear & black anodized finish
- Internal splices available



### XR100

XR100 is the ultimate residential mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 8 feet.

- 8' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



### XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans 12 feet or more for commercial applications.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

## Rail Selection

The following table was prepared in compliance with applicable engineering codes and standards. Values are based on the following criteria: ASCE 7-10, Roof Zone 1, Exposure B, Roof Slope of 7 to 27 degrees and Mean Building Height of 30 ft. Visit [IronRidge.com](http://IronRidge.com) for detailed span tables and certifications.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	100	XR10		XR100		XR1000	
	120						
	140						
	160						
10-20	100						
	120						
	140						
	160						
30	100						
	160						
40	100						
	160						
50-70	160						
80-90	160						

## The Strongest Attachment in Solar

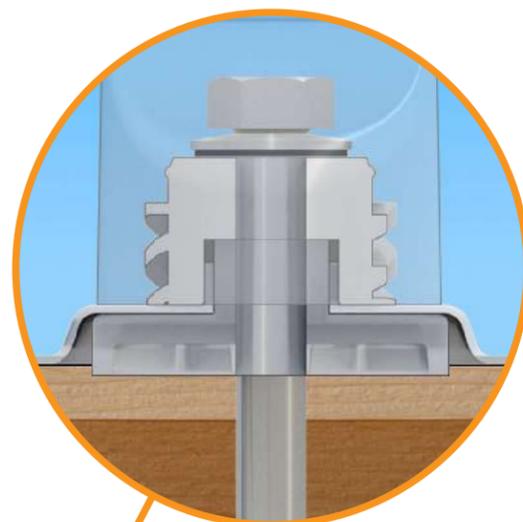
IronRidge FlashFoot2 raises the bar in solar roof protection. The unique water seal design is both elevated and encapsulated, delivering redundant layers of protection against water intrusion. In addition, the twist-on Cap perfectly aligns the rail attachment with the lag bolt to maximize mechanical strength.

### Twist-On Cap

FlashFoot2's unique Cap design encapsulates the lag bolt and locks into place with a simple twist. The Cap helps FlashFoot2 deliver superior structural strength, by aligning the rail and lag bolt in a concentric load path.

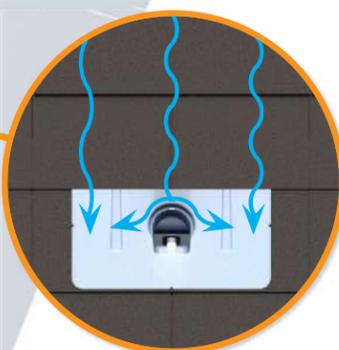
### Single Socket Size

A custom-design lag bolt allows you to install FlashFoot2 with the same 7/16" socket size used on other Flush Mount System components.



### Three-Tier Water Seal

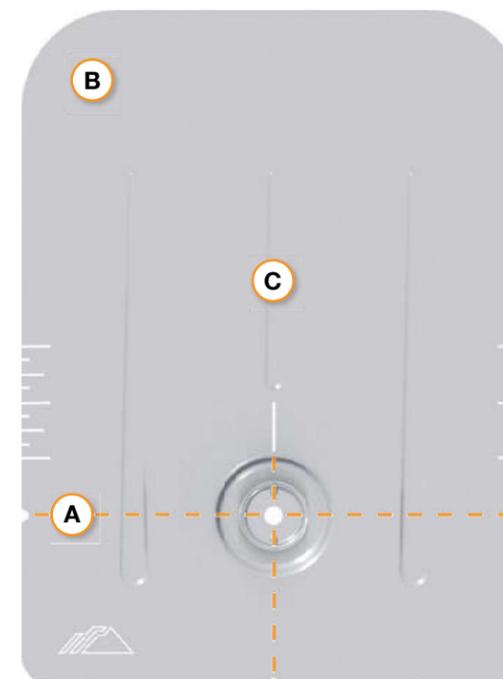
FlashFoot2's seal architecture utilizes three layers of protection. An elevated platform diverts water away, while a stack of rugged components raises the seal an entire inch. The seal is then fully-encapsulated by the Cap. FlashFoot2 is the first solar attachment to pass the TAS-100 Wind-Driven Rain Test.



### Water-Shedding Design

An elevated platform diverts water away from the water seal.

## Installation Features



### A Alignment Markers

Quickly align the flashing with chalk lines to find pilot holes.

### B Rounded Corners

Makes it easier to handle and insert under the roof shingles.

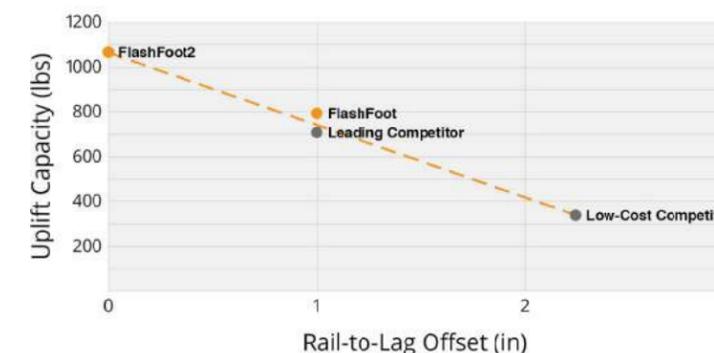
### C Reinforcement Ribs

Help to stiffen the flashing and prevent any bending or crinkling during installation.

## Benefits of Concentric Loading

Traditional solar attachments have a horizontal offset between the rail and lag bolt, which introduces leverage on the lag bolt and decreases uplift capacity.

FlashFoot2 is the only product to align the rail and lag bolt. This concentric loading design results in a stronger attachment for the system.



## Testing & Certification

### Structural Certification

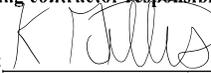
Designed and Certified for Compliance with the International Building Code & ASCE/SEI-7.

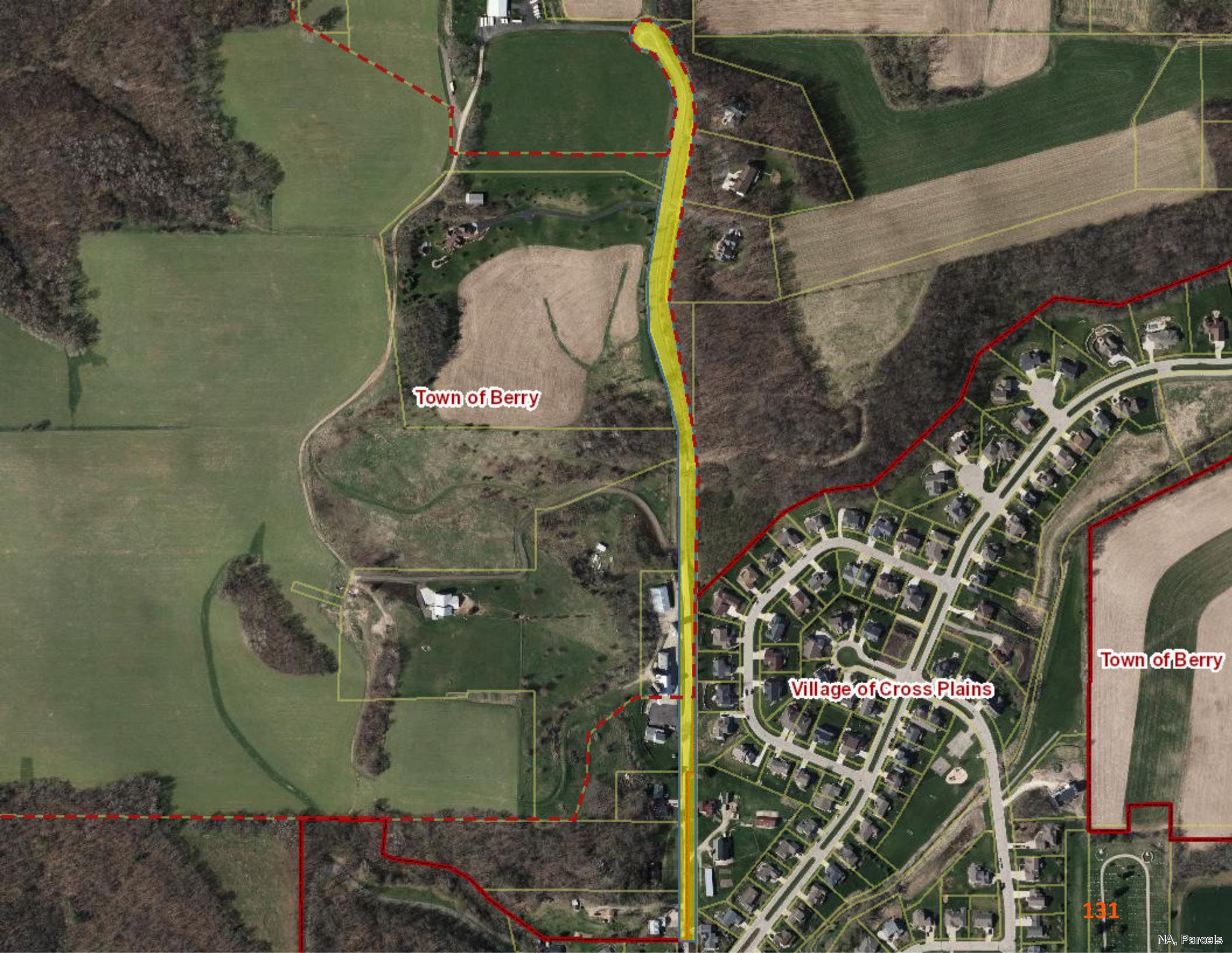
### Water Seal Ratings

Water Sealing Tested to UL 441 Section 27 "Rain Test" and TAS 100-95 "Wind Driven Rain Test" by Intertek. Ratings applicable for composition shingle roofs having slopes between 2:12 and 12:12.

### UL 2703

Conforms to UL 2703 Mechanical and Bonding Requirements. See Flush Mount Install Manual for full ratings.

Dept of Safety & Professional Services Industry Services Division Wisconsin Stats. 101.63, 101.73		<b>Wisconsin Uniform Building Permit Application</b> Instructions on back of second ply. The information you provide may be used by other government agency programs [(Privacy Law, s. 15.04 (1)(m))]				Application No.	
						Parcel No.	
<b>PERMIT REQUESTED</b>		<input type="checkbox"/> Constr. <input type="checkbox"/> HVAC <input type="checkbox"/> Electric <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Other: PV Solar					
Owner's Name Andy Smith		Mailing Address 601 Dale Court			Email: andy.smith@nobletc.com		Tel. (608) 212-0959
<b>Contractor Name &amp; Type</b>		<b>Lic/Cert#</b>	<b>Exp Date</b>	<b>Mailing Address</b>		<b>Tel. &amp; Email</b>	
Dwelling Contractor (Constr.) Sunburn Construction, LLC		DC-1118 02134	11/16/20	6720 Fairhaven Road Madison, WI 53719		850-960-2339 projectmanagement@everlightsolar.com	
Dwelling Contr. Qualifier Sunburn Construction, LLC		DCQ-111 802116	11/16/20	The Dwelling Contr. Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr.		850-960-2339 projectmanagement@everlightsolar.com	
HVAC							
Electrical Contractor MC Operations, LLC		CL-1490 605	6/30/23	w3737 Kreuger Road Monticello, WI 53570		608-206-6863 projectmanagement@everlightsolar.com	
Electrical Master Electrician							
Plumbing							
<b>PROJECT LOCATION</b>		Lot area 234.78 Sq.ft.	<input type="checkbox"/> One acre or more of soil will be disturbed		<input checked="" type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> City of Cross Plains		
				_____ 1/4, _____ 1/4, of Section _____, T _____ N, R _____ E/W			
Building Address 601 Dale Court			County Dane		Subdivision Name ST. FRANCIS ADD TO THE VILLAGE OF CROSS PLAINS		Lot No. 65
Block No.							
Zoning District(s)		Zoning Permit No.		<b>Setbacks:</b>		Front ft.	Rear ft.
						Left ft.	Right ft.
<b>1. PROJECT</b>		<input type="checkbox"/> New <input type="checkbox"/> Alteration <input type="checkbox"/> Addition <input type="checkbox"/> Repair <input type="checkbox"/> Raze <input type="checkbox"/> Move <input checked="" type="checkbox"/> Other PV Solar					
<b>2. AREA INVOLVED (sq ft)</b>		Unit 1		Unit 2		Total	
Unfin. Bsmt.							
Living Area							
Garage							
Deck/Porch							
Totals							
<b>3. OCCUPANCY</b>		<input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other		<b>4. USE</b> <input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:			
<b>5. CONSTRUCTION TYPE</b>		<input type="checkbox"/> Site Built <input type="checkbox"/> Mfd. Per WI UDC <input type="checkbox"/> Mfd. Per US HUD					
<b>6. STORIES</b>		<input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other:		<input type="checkbox"/> Plus Basement		<b>7. EST. BUILDING COST w/o LAND</b> \$	
<b>8. WALLS</b>		<input type="checkbox"/> Wood Frame <input type="checkbox"/> Steel <input type="checkbox"/> ICF <input type="checkbox"/> Timber/Pole <input type="checkbox"/> Other		<b>9. ELECTRIC</b>		Panel Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead	
<b>10. SEWER</b>		<input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit #		<b>11. WATER</b>		<input type="checkbox"/> Municipal <input type="checkbox"/> On-Site Well	
I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.							
<input type="checkbox"/> I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the reverse side of the last ply of this form.							
APPLICANT (Print): <u>Kylie Gillis</u>				Sign: 		DATE <u>11/13/19</u>	
<b>APPROVAL CONDITIONS</b>		This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. <input type="checkbox"/> See attached for conditions of approval.					
<b>ISSUING JURISDICTION</b>		<input type="checkbox"/> Town of <input type="checkbox"/> Village of <input type="checkbox"/> City of		<input type="checkbox"/> County of <input type="checkbox"/> State		State-Contracted Inspection Agency#: _____ Municipality Number of Dwelling Location _____	
<b>FEES:</b>		<b>PERMIT(S) ISSUED</b>		<b>WIS PERMIT SEAL #</b>		<b>PERMIT ISSUED BY:</b>	
Plan Review \$ Inspection \$ Wis. Permit Seal \$ Other \$ Total \$		<input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control		_____		Name _____ Date _____ Tel. _____ Cert No. _____ Email: _____	

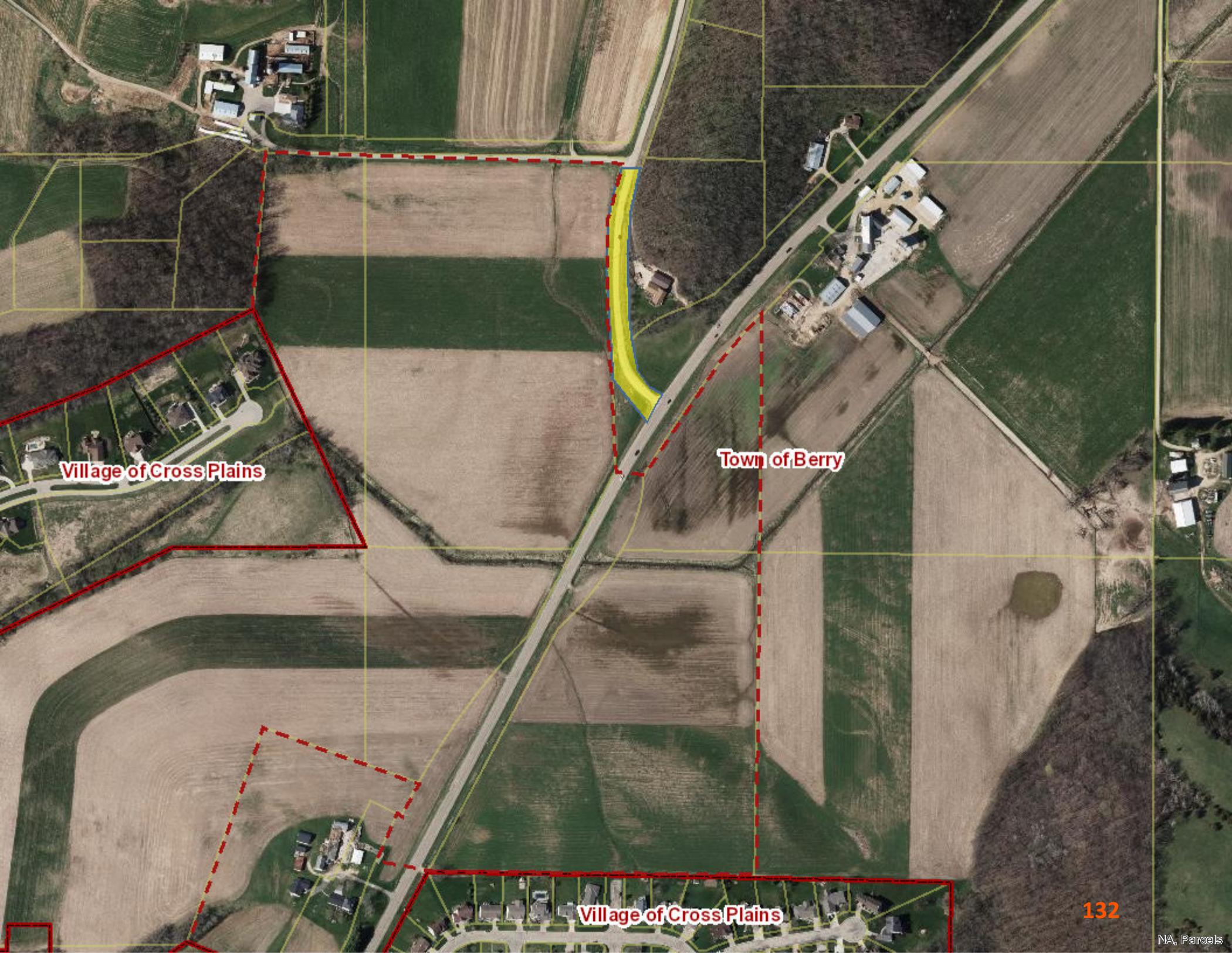


Town of Berry

Village of Cross Plains

Town of Berry

131



Village of Cross Plains

Town of Berry

Village of Cross Plains

# ELECTION DAY CONTINGENCY PLAN



THE VILLAGE OF CROSS PLAINS

January 2020

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## Purpose

The purpose of an Election-Related Contingency Plan is to ensure that effective preparations are made by state, county, and local election officials in order to maintain the integrity of the election process. These plans address how to prepare for, manage and mitigate, and recover from a sudden unexpected event that may disrupt the continuity of Election Day. This document is intended to assist individual counties and municipalities in building their own comprehensive plans by providing the framework for applying the guidelines as they pertain to their local emergency situations. Plans should be reviewed annually to maintain relevance and to keep election personnel current on emergency procedures.

## General Election Procedures

- On Election Day, all polling places open at 7:00 am and all polls close at 8:00 pm.
- The election inspectors hold the responsibility for running the election. This includes checking in voters, answering questions, maintaining an orderly procession of the election process, and keeping accurate records of the proceedings of the day.
- Election inspectors should be familiar with voting equipment and should be able to troubleshoot tasks such as turning the machines on, printing zeros tapes, changing printer tapes, and casting a ballot.
- All irregular activities should be recorded on the EL-104, Inspector's Statement.
- Following the close of the polls, the inspectors convene to publicly count the vote. Upon completion of the tally, the municipal clerk or an assigned inspector will call the results to the county clerk.
- All forms are to be filled out in their entirety and accurately. Election materials are to be received by the county clerk by 4:00pm on the day after the election.
- Complete Election Day responsibilities and procedures can be reviewed in the Election Day Manual posted on the WEC website at: <https://elections.wi.gov/index.php/clerks/education-training/election-day-manual>

## Emergency Procedures

### Prior to Poll Opening

Should a natural or other disaster occur prior to Election Day that would not allow for an election to be conducted safely in the time or place for which the election is scheduled to be held, the county clerk should notify the WEC. The WEC would then notify the Governor who may, upon verification of the clerk's assessment, declare a state of emergency. If a state of emergency is declared, the WEC will provide modifications to be made to the method for conducting the election which may include relocation of the polling place, postponement of the hour of opening the polls, postponement of the date of the election if no candidates for federal offices are on the ballot, or other reasonable and prudent modifications that will permit the election to be conducted while protecting the integrity of the electoral process.

If a polling location is to be relocated, the substitute polling place shall be as close as possible to the established polling place and shall be within the same municipality if possible. Preference will be given to buildings which accommodate the accessibility provisions of the Help America Vote Act of 2002 (HAVA). It is recommended that each municipality have identified alternate polling locations prior to Election Day. A notice of the location of the substitute polling place shall be posted on the door of the former polling place. If time permits, notice of the relocation of the polling place shall be published in the same newspaper in which notice of the election was published. The clerk shall inform broadcast media and print news organizations serving the jurisdiction of the modification.

### During Polling Hours

Should an emergency situation develop after the opening of the polls on Election Day, the most important consideration must be the safety of the persons at the polling location(s). If the immediate danger to persons at the polling location can be mitigated, the concern should be placed on the security of the ballots and ballot box, registration records, and the tabulating equipment and/or voting machines and memory cards. If it is necessary to adjourn to another location, the election materials should be secured and, per 7.37(1), Wis. Stats., the inspectors shall make a proclamation of the move. A law enforcement officer or other proper person designated by the municipal clerk shall be stationed at or as near as possible to the place where the adjournment was made to notify all electors of the place to which the election adjourned. At the new location, the inspectors shall immediately proceed with the election. The chief election inspector is in charge of the security of the ballots and should be sure to be in constant and consistent possession of the ballots. It is essential to document the time, persons involved, and the location to which the election was adjourned on the EL-104 Inspector's Statement. It is recommended that each municipality have identified alternate polling locations prior to Election Day. If it is not possible to adjourn to any alternate location, the municipal clerk should contact the WEC as soon as safely possible to receive direction.

## Sample Emergency Scenarios and Tips

### Worldwide Terrorism Event

In the event of terrorist activity, the Federal Government may have a preliminary plan in place for moving activities of election days. All elections will continue unless Federal or State officials have ordered otherwise. If there is no police order to take cover or remain indoors, all operations of the polling places can remain intact. If you are notified to evacuate the polling place, secure ballots and voting equipment.

### Active Shooter

Active shooter situations are unpredictable and evolve quickly. Because active shooter situations are often over within 10 – 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation. U.S. Homeland Security recommends these best practices coping with an active shooter situation:

- Be aware of your environment and any possible dangers.
- Take note of the two nearest exits in any facility you visit.
- If you are in an office, stay there and secure the door.
- If you are in a hallway, get into a room and secure the door.
- As a last resort, attempt to take the active shooter down. When the shooter is in close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.
- DIAL 9-1-1 WHEN IT IS SAFE TO DO SO!

### Workplace Violence

Be aware of the possibility of an incident occurring at your voting location:

- All threats of violence must be taken seriously.
- Report any threats to the Chief Inspector to make a determination as to the next course of action.
- For any situation that involves an immediate threat of violence, an Inspector should notify local law enforcement. Dial 9-1-1.
- In the event of a confrontation, do not panic.
- Do exactly what you are told – no more and no less. Do not do anything to surprise the individual.

### Fire or Fire Alarms

A fire in or near the polling place on an Election Day can severely hamper the operations and procedures necessary to carry out the election process. It is expected that fire department personnel will respond to fire calls as needed without interrupting the activities of the election; unless the polling place is the location of the fire or is near enough to another structure to make the evacuation a necessity. In the event that a fire or fire alarm has disturbed the activities of the polling place, the following steps can help to effectively continue election processes.

- Stay Calm and Dial 9-1-1.
- The evacuation and safety of human life is the first concern. Inform any voters at your location of the safety evacuation route.
- Secure ballots and voting equipment.
- Proceed to the designated assembly location. This location shall be across the front facing street upwind of any plume.
- Take a head count and note any missing people. Report any missing people to emergency personnel.
- Stay in the designated area until you are directed to do otherwise.
- Do not attempt to re-enter the building until advised by emergency personnel.
- Do not speak to the media – refer them to emergency personnel.
- Receive all of your information from emergency personnel.

### Tornado/Severe Weather

During inclement weather, the Fire Department and Police Department will be kept apprised of the severity to alert the clerk of possible situations that require action.

- If a natural disaster such as a tornado warning occurs, which requires inspectors and voters to take cover, all unvoted ballots and poll lists will be secured by the Chief Inspector. The Voting Equipment/Ballot Box can remain unplugged and locked. No ballots will be allowed in the Voting Equipment/Ballot Box and no unvoted ballots will be issued. When regular business resumes, the Chief Inspector should note the time from beginning to end on the Inspectors' Statement.

- If a tornado is reported or seen in the immediate area, seek shelter immediately in a secure location. This location should be designated ahead of time and be known to all inspectors. If time does not allow you to evacuate to a safe location, find shelter under a heavy object such as a table and protect your head.
- Do not stop for personal belongings, ballots or election equipment.
- Take a head count. Try to remain calm and quiet during the waiting period.
- If the building is struck by a tornado, remain in your location until it is safe to evacuate.
- Stay away from sources of power, power lines, phone lines, gas lines and windows.
- Once you are clear of the area, do not re-enter the building without clearance from emergency personnel.

#### Threatening Phone Call/Bomb Threat/Suspicious Object

If you have received a written threat, suspicious parcel, or if you find a suspicious object on the premises:

- Keep anyone from handling it or going near it. The object may be dangerous. In addition, preservation of evidence is important for law enforcement.
- Stay calm and dial 9-1-1.
- Promptly write down everything you can remember about receiving the verbal or written threat, parcel, or suspicious object.

#### Hazardous Leaks or Spills

Many polling locations are located near railroad crossings or major roads. Hazardous substances are transported daily. A leak or a spill is a possibility and a concern.

- If you are the first person to identify a hazardous leak or spill, dial 9-1-1 to report the situation.
- The Fire Department and County Emergency Government will be the emergency personnel to assess the situation.
- Remain at the polling place unless otherwise notified by emergency personnel. Close the doors and windows if the hazardous leak or spill is outside of your facility.
- Secure ballots and voting equipment if necessary.

## Power Outage

Voting equipment contains power supply backups that will continue to operate in the event of a power outage for approximately 3 – 4 hours. Turn off the voting equipment and have voters deposit their ballots in the equipment's auxiliary compartment. Note the time of the power outage on the Inspectors' Statement and contact the clerk immediately. Maintenance personnel should deliver flashlights and any other supplies needed. When the power is restored, turn the voting equipment back on and process any voted ballots in the auxiliary compartment through the equipment. If power is not restored before the end of the Election Day, secure all of the voted ballots in a ballot bag and bring all of the election supplies to the Alternate Location. Ballots will be processed at the Alternate Location.

In the event of a long-term power outage, a change of venue will be required. If there is a municipality-wide power outage, ballot should be secured with the Inspectors at the polling location until 8:00 p.m. If a power outage should occur:

- Remain calm.
- Provide assistance to visitors and staff in your immediate area.
- If you are in an area that does not have windows, proceed with caution to an area with emergency lighting.
- The tabulator prom pack will retain all data in its memory and can be restarted after a power outage.

## Medical Emergencies

If you observe a staff member or visitor who appears to be seriously ill or injured:

- Dial 9-1-1 immediately. Give the operator the location and type of emergency.
- Unless it is a life-threatening emergency, do not render first aid until a qualified individual arrives.
- Do not offer to move a person who has fallen.
- Try to obtain from the injured person his/her name, phone number, address, date of birth and a brief description of what happened.
- Avoid unnecessary conversation with, or about, the ill or injured person.
- Report any employee injury to the clerk.

## Change of Polling Location

When it has been determined by the Clerk, Deputy Clerk, Chief Inspector or emergency personnel that a polling place needs to be moved to effectively respond to a disaster of any kind, the following process should be followed:

- The Inspectors will assist in packing up all voting equipment, ballots, poll lists, registration materials and all election forms and information that needs to be relocated, such as notices and signs.
- The Clerk, with Police escort, will report to the polling location to facilitate the move.
- All Inspectors will assist the Clerk in moving the election materials to the transport vehicle(s).
- The voting equipment/ballot box(es) will remain locked at all times.
- The voting equipment/ballot box(es) will be escorted to a municipal vehicle for moving. A police officer will remain in view of the voting equipment/ballot box(es) at all times and take it to the Alternate Location. At this location, the polling place will be set up as normal.
- All unvoted ballots should remain in the presence of the Chief Inspector and at least one other inspector during the change of location.
- A sign should be posted on the front entry doors at the original location designating the new polling place. If possible, a notice should be placed on the Public Access Channel, or the local radio for directing voters to the new location.
- Inspectors should note the change of location on the Inspectors' Statement.

## Alternate Locations

It is recommended that each county have an alternate tabulation site and municipality have identified alternate polling locations prior to Election Day. This may include combining locations within the municipality or neighboring municipalities and/or back-up locations that can be utilized in the event of an emergency. Additionally, offices should identify the minimum essential equipment needed to conduct an election at the alternate location. The alternate polling location for the Village of Cross Plains shall be Village Hall.

## Notification Plan

The municipal clerk shall make accommodations to update websites (if applicable), post signs on polling place doors, and contact media outlets such as newspaper and television in order to notify electors of potential changes to alterations on Election Day.

## Communication Plan

Election workers should be provided with the appropriate contact numbers for the municipal clerk, county clerk, the Wisconsin Elections Commission, and any other relevant emergency personnel.

<b>Office</b>	<b>Contact Information</b>
Police/Fire/Medical Emergencies	9-1-1
Municipal Clerk	Office: 608-798-3241 Cell: 608-370-0599
MG&E (Gas/Electric)	Gas: 608-252-1111 Power Outage: 608-252-7111
Water/Sewer	608-798-3241
Building Maintenance	608-798-3241
Sheriff's Office (non-emergency)	608-266-4948
Dane County Clerk	608-266-4121
Dane County Emergency Management	608-266-4387
Regional WEM Contact - Paul France	608-242-5389
Wisconsin Elections Commission	608-261-2028



TONY EVERS

GOVERNOR

JOEL BRENNAN

SECRETARY

**Municipal Boundary Review**

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)

Web: <http://doa.wi.gov/municipalboundaryreview>

December 19, 2019

PETITION FILE NO. 14277

BILL CHANG, CLERK  
VILLAGE OF CROSS PLAINS  
PO BOX 97  
CROSS PLAINS, WI 53528-0097

BRENDA KAHL, CLERK  
TOWN OF BERRY  
9046 STATE RD 19  
MAZOMANIE, WI 53560

Subject: VILLAGE OF CROSS PLAINS ANNEXATION

The proposed annexation submitted to our office on November 29, 2019, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **VILLAGE OF CROSS PLAINS**, which is able to provide needed municipal services.

Note: It appears that reference to the SE 1/4 of the SE 1/4 should be changed to the SW 1/4 of the SE 1/4 of section 35 in the legal description, and that the length shown as 408.27' along the east parcel boundary should be changed to 480.27' on the scale map.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14277 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to [mds@wi.gov](mailto:mds@wi.gov) or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2351>  
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

**ORDINANCE NO. \_\_\_\_ - 2020**

Re: Lands set forth on the attached Exhibit  
A. **MBR# 14277**

An Ordinance to Annex Land to the  
Village of Cross Plains, Dane County,  
Wisconsin By Unanimous Consent Pursuant  
to Wis. Stats. Section 66.0217(2).

The Board of Trustees of the Village of  
Cross Plains does hereby ordain as follows:

1. The Village of Cross Plains (“the Village”) is the owner of real property currently situated within the Town of Berry, Dane County, Wisconsin, and more particularly described on the attached Exhibit A.
2. The land owned by the Village as described on the attached Exhibit A is contiguous to the Village of Cross Plains on the Village’s northern boundary.
3. The real property described on Exhibit A is currently vacant land, and contains no residents or electors.
4. The exact legal description of the territory to be detached from the Town of Berry and annexed to the Village of Cross Plains is attached hereto as Exhibit A.
5. The property described on Exhibit A which is presently located in the Town of Berry, is hereby annexed from the Town of Berry to the Village of Cross Plains. The area being annexed is approximately 141,000 square feet, and the population of the area being annexed is zero.
6. The land being annexed shall not be permanently zoned as it is highway right-of-way and shall always be used for that purpose.
7. Pursuant to Section 66.0217(14) the Village agrees to pay annually to the Town, for five years, an amount equal to the amount of property taxes that the Town levied on the annexed territory as shown by the tax roll under Section 70.65, Stats. beginning in the year in which the annexation is final.

**Drafted by and Return To:**

Paul A. Johnson  
Boardman & Clark LLP  
PO Box 256  
Lodi, WI 53555

right of way  
Parcel Identification Number(s)

8. All ordinances or parts of ordinances inconsistent with or contradicting a provision of this ordinance is hereby repealed.
9. This ordinance shall be in full force and effect from and after its passage and posting.

**VILLAGE OF CROSS PLAINS**

By: \_\_\_\_\_  
Jay Lengfeld, President

Attest: \_\_\_\_\_  
Bill Chang, Clerk

VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ORDINANCE ADOPTED: \_\_\_\_\_

ORDINANCE PUBLISHED OR POSTED: \_\_\_\_\_

**AUTHENTICATION**

Signatures of Jay Lengfeld and Bill Chang  
in the capacities indicated, authenticated on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Paul A. Johnson  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_,  
authorized by Wis. Stat. §706.06)

Bill Chang, Clerk for the Village of Cross Plains, hereby certifies that this document is a true and correct copy of Ordinance No. \_\_\_\_\_ - 2020, which was adopted by the Village of Cross Plains Board of Trustees on January \_\_\_\_, 2020.

**VILLAGE OF CROSS PLAINS**

By: \_\_\_\_\_  
Bill Chang, Clerk

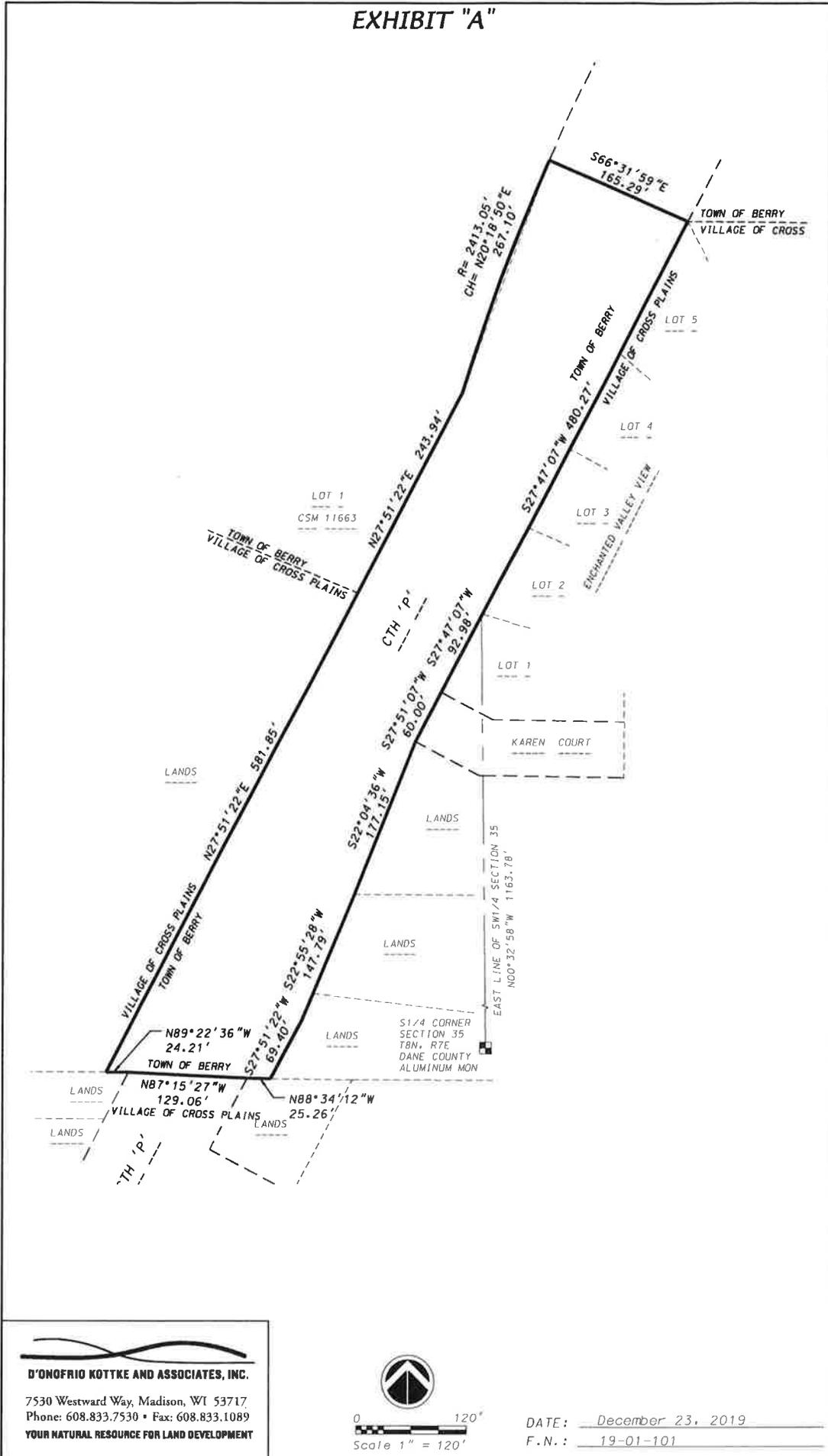
***This instrument drafted by:***  
***Attorney Paul A. Johnson***  
***Boardman & Clark LLP***  
***Post Office Box 256***  
***Lodi, WI 53555***  
***608-592-3877 (p)***  
***608-592-5844 (f)***  
***pjohnson@boardmanclark.com***  
F:\DOCS\WD\53698\122\A3633120.DOCX

LEGAL DESCRIPTION – CTH "P" within Town of Berry

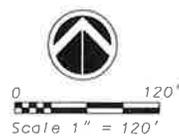
A parcel of land being a portion of the CTH "P" right-of-way, located in the NW1/4 of the SE1/4, SW1/4 of the SE1/4, SE1/4 of the SW1/4 and the NE1/4 of the SW1/4 of Section 35, T8N, R7E, Town of Berry, Dane County, Wisconsin to-wit:

Commencing at the South 1/4 corner of said Section 35; thence N00°32'58"W, 1163.78 feet along the East line of said SW1/4 to a point on the Westerly line of Lot 1, Enchanted Valley View, also being point of beginning; thence S27°47'07"W, 92.98 feet along the westerly line of said Enchanted Valley View; thence S27°51'07"W, 60.00 feet; thence S22°04'36"W, 177.15 feet; thence S22°55'28"W, 147.79 feet; thence S27°51'22"W, 69.40 feet; thence N88°34'12"W, 25.26 feet; thence N87°15'27"W, 129.06 feet; thence N89°22'36"W, 24.21 feet along said north line; thence N27°51'22"E, 581.85 feet to the southeast corner of Lot 1, Certified Survey Map No. 11663; thence continuing N27°51'22"E, 243.94 feet along the easterly line of said Lot 1, 243.94 feet to a point of curve; thence northeasterly on a curve to the right which has a radius of 2413.05 feet and a chord which bears N20°18'50"E, 267.10 feet; thence S66°31'59"E, 165.29 feet to the northwest corner of Lot 5, Enchanted Valley View; thence S27°47'07"W, 480.27 feet along the westerly line of said Enchanted Valley View to the point of beginning.

# EXHIBIT "A"



**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**  
 7530 Westward Way, Madison, WI 53717  
 Phone: 608.833.7530 • Fax: 608.833.1089  
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT



DATE: December 23, 2019  
 F.N.: 19-01-101

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**Owner  
Village of Cross Plains**

**and**

**Engineer  
Jewell Associates Engineers Inc.**

**for**

**Flood Control System Improvements**



***JEWELL***  
***associates engineers, inc.***  
***Engineers - Architects - Surveyors***

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 27, 2020 (“Effective Date”) between  
Village of Cross Plains (“Owner”) and  
Jewell Associated Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Village of Cross Plains Flood Control System Improvements (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Development of Preliminary Engineering Report, Design, Construction Documents, Construction Procurement, Construction Observation, Construction Administration, and Project Close-Out Documentation.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01 *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02 *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### **5.03 *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and

submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such

periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

##### C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to

allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

***[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]***

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors,

members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **ARTICLE 7 – DEFINITIONS**

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included:**

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

***[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]***

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: Village of Cross Plains

Engineer: Jewell Associates Engineers Inc.

By: \_\_\_\_\_  
Print name: Bill Chang  
Title: Administrator / Clerk

By: \_\_\_\_\_  
Print name: Greg Jewell  
Title: Chairman

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:

Village of Cross Plains  
P.O. Box 97  
Cross Plains, WI 53528

Address for Engineer's receipt of notices:

Jewell Associates Engineers Inc.  
560 Sunrise Drive  
Spring Green, WI 53588

Designated Representative (Paragraph 8.03.A):

Name: Bill Chang  
Title: Administrator / Clerk  
Phone Number: 608-798-3241 ext. 105  
E-Mail Address: bchang@cross-plains.wi.us

Designated Representative (Paragraph 8.03.A):

Name: Greg Jewell  
Title: Chairman  
Phone Number: 608-588-7484 Direct 608-459-6026  
E-Mail Address: greg.jewell@jewellassoc.com



# REQUEST FOR QUALIFICATIONS RESPONSE

## Flood Control System Improvements



**JEWELL**  
*associates engineers, inc.*

December 20, 2019

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## **Section 1**

### **Introduction Letter**

December 20, 2019

Mr. Bill Chang  
Village Administrator/Clerk  
Village of Cross Plains  
2417 Brewery Road  
Cross Plains, WI 54612

Re: Design and Engineering Services  
Village of Cross Plains Flood Control System Improvements

Dear Administrator Chang,

Jewell Associates Engineers, Inc. has teamed with MARS (EOR) to provide the necessary professional services for the Village of Cross Plains Flood Control System Improvements project. Our entire team is interested in the project and we have assembled the staff and necessary sub-consultants with the experience and expertise in completing this project for the Village of Cross Plains.

Jewell and MARS have worked together in the past with a similar project in the Town of Spring Green. The Big Hollow Flood Control Project was funded by the Wisconsin Economic Development Corporation and United States Economic Development Administration. This successful project relieved flooding issues for a large portion of the residence in the Big Hollow watershed.

Our team has the capability, capacity, permitting expertise and working knowledge of the funding sources administration and report for this project.

Please feel free to contact me with any information or if you have any questions about our team.

Sincerely,



Greg Jewell PE, PLS  
Chairman  
Jewell Associates Engineers Inc.  
560 Sunrise Drive  
Spring Green WI 53588  
[greg.jewell@jewellassoc.com](mailto:greg.jewell@jewellassoc.com)



## **Section 2**

# **Team Description**

## **Team Description**

For this project Jewell Associates Engineers Inc. has organized a team that will provide the experience and expertise needed to complete the project.

The Project Team includes staff from Jewell and MARS-EOR completing the study, design, construction and administration work for the project. Wetland delineation and expertise by Heartland Ecology Group, Inc., soil investigation by CGC Inc., archeological and historic environmental documentation by Commonwealth Heritage Group and parcel acquisition appraisals by AJ Appraisals and Real Estate, LLC. Additional information each team member is enclosed.

All work on this project will be completed from Jewell's office in Spring Green Wisconsin. Work on the project completed by MARS-EOR will be completed from their Cottage Grove Wisconsin office.

### **The division of project tasks will be divided between the Team as follows:**

- |   |               |
|---|---------------|
| • Design and Engineering of a Stormwater Pump Station and connecting storm sewers, manholes and street utilities.   | Jewell        |
| • Design and Engineering of detention/retention ponds and sediment traps.   | MARS          |
| • Design and Engineering of improvement and re-meandering of approximately 1,655 linear feet of streambank.   | MARS          |
| • Design and Engineering of highway and culvert improvement.  | Jewell        |
| • Coordination and preparation of support material for grant applications.  | Jewell / MARS |
| • Coordination with the U.S. Economic Development Administration, Wisconsin Department of Natural Resources, the Federal Emergency Management Agency and other business entities. | Jewell        |
| • Agency Coordination   | Jewell        |
| • Obtain necessary permits and studies.   | Jewell / MARS |
| • Obtain / draft maintenance and operation manuals for storm pump equipment and machinery.  | Jewell        |
| • All necessary reports   | Jewell / MARS |
| • Utility Coordination  | Jewell        |
| • Railroad Coordination   | Jewell        |
| • Public Involvement  | Jewell / MARS |
| • Preparation of construction plans and specifications  | Jewell        |
| • Plan review of stormwater and erosion control plans   | MARS          |
| • Review and report on drainage matters   | MARS          |
| • Other similar duties as determined by the Village   | Jewell / MARS |
| • WIDNR Municipal Flood Control Grant Support Information   | Jewell / MARS |
| • Construction Procurement  | Jewell        |
| • Construction Management / Inspection  | Jewell / Mars |
| • Contract Administration   | Jewell        |
| • Wetland Delineation or Expertise  | Heartland     |
| • Historic or Archeological for Environmental Documentation   | Commonwealth  |
| • Appraisal for Parcel Acquisition  | AJ Appraisals |
| • Soil Investigations   | CGC, Inc      |

## **Jewell Associates Engineers, Inc.**

Jewell employees are professional engineers, architects and surveyors. Our company was founded in 1993 in Spring Green, Wisconsin. In 2008 we opened our Wisconsin Rapids office to better serve an expanding group of clients in central and northern Wisconsin. We are a leading regional provider of architectural services, transportation, civil, and structural engineering and all types of land surveying. More information can be found on the following pages.

Our staff consists of 34 professional and technical staff members which includes: 13 professional engineers, 8 junior engineers, 3 architectural staff, 5 land surveyors, and 5 technical and administrative staff. The Jewell team is diverse and multifaceted in their areas of expertise to better accommodate the needs of our clients.

Over the years, our company has grown to become a leading regional provider of transportation design, civil and structural engineering services, and architecture. Our firm specializes in architecture, transportation, bridge, drainage structures, rural and urban storm drainage planning and design, dam inspection and repair, construction management and inspection.

Greg Jewell PE, PLS will direct the project. All correspondence for this proposal and the project shall be directed to:

Greg Jewell PE, PLS	Web Address: <a href="http://jewellassoc.com">jewellassoc.com</a>
Chairman	Email: <a href="mailto:greg.jewell@jewellassoc.com">greg.jewell@jewellassoc.com</a>
Jewell Associates Engineers, Inc.	Phone: 608-588-7484
560 Sunrise Drive	Direct Line: 608-459-6026
Spring Green, WI 53588	Cell: 608-574-1788

All work on the project will be completed from our Spring Green, Wisconsin office.

Public sector clients served by Jewell Associates Engineers Inc. includes local governments (cities, villages, towns and counties), lake districts, state agencies, and Federal Agencies. Jewell is accustomed to working with agency staff, elected officials and members of the public and understand their different roles and perspectives on public projects. Jewell staff is skilled in providing opportunities to gather information from the public while giving the public an opportunity to learn about the project. A representative list of current and recent Jewell clients includes:

- Town of Spring Green (Big Hollow Flood Control Project)
- Village of Mazomanie (Black Earth Dam Abandonment and Removal)
- Village of Spring Green (USH 23 Storm Water Management Project, Village Engineers)
- US Fish and Wildlife (Trempealeau Wildlife Refuge, St. Lawrence Waterway)
- US Forest Service (IDIQ on call contract for bridge, drainage, building and site projects)
- Wisconsin Department of Transportation (Statewide highway and bridge projects)
- Wisconsin Department of Administration (Statewide building and civil projects)
- Wisconsin Department of Natural Resources (Building and civil projects)

**This is a sample of our clients; a complete client list is available upon request.**

**MARS-EOR**



MARS-EOR was formed by the April 2019 merger of Montgomery Associates Resource Solutions, LLC. (MARS) and Emmons Olivier Resources, Inc. (EOR) to form an expanded group of engineers, environmental scientists, and landscape architects with a collective mission to provide the highest social, environmental, and economic returns for our clients. MARS was founded in 1998 by Rob Montgomery, PE after serving decades as a consulting engineer in the areas of environmental, civil, and water resources engineering. MARS prospered as a Wisconsin leader in water resource engineering, groundwater analysis, civil engineering, and services to the electric and gas utility industry. EOR was founded in 1997 by Brett Emmons, PE who along with principal Cecilio Olivier, PE (who joined in 1998) recognized the crucial need for providing alternative and sustainable approaches to resources management that would provide long-term, holistic solutions. EOR's multidisciplinary team of engineers, scientists, landscape architects and planners deliver integrated WATER (Watersheds and Water Resources) + ECOLOGY (Ecosystems and Natural Resources) + COMMUNITY (Civil Engineering, Landscape Architecture, & Planning) services.

MARS-EOR's Cottage Grove office includes 14 water resources and civil engineers and 2 environmental scientists and one civil engineering technician. Other EOR offices in Minnesota, Iowa and Canada have an additional 20 engineers, 12 wetland and wildlife ecologists and environmental scientists/specialists, and 4 landscape architects. Areas of expertise include water resources engineering and modeling, watershed planning, stream and wetland restoration, environmental permitting, civil engineering site planning, design, and landscape architecture. MARS-EOR has extensive experience with floodplain modeling; local, state and FEMA approvals for floodplain projects; flood mitigation planning and design; and climate change impacts on extreme flooding.

Public sector clients served by MARS-EOR includes local governments (cities, villages, towns and counties), lake and sewerage districts, state agencies, and the U.S. Environmental Protection Agency. We are accustomed to working with agency staff, elected officials and members of the public and understand their different roles and perspectives on public projects. A representative list of current and recent MARS-EOR clients includes:

- Village of Cross Plains (Main St. utility construction dewatering)
- Village of Mazomanie (Lake Marion restoration)
- City of Madison (Warner Lagoon restoration and Spring Harbor watershed modeling)
- City of Middleton (Pheasant Branch Creek floodplain modeling and mapping)
- Village of Plover (Little Plover River watershed restoration)
- Rock-Koshkonong Lake District (Indianford Dam engineering, Lake Koshkonong dredging)
- Milwaukee Metropolitan Sewerage District (Kinnickinnic River restoration)

## Planning and Design Principles

This project will be developed using planning and design techniques that will allow all staff and sub-consultants the scope, standards, design criteria and schedule to complete the project on time and in budget.

Technically the team was assembled to reflect each ones expertise as it relates to this project.

Design methods and criteria will be based on standard engineering practices with specific attention paid to the funding agencies and permitting agencies requirements. Both Jewell and MARS are familiar with design work for the USEDA, WisDOT, WIDNR, Wisconsin Department of Commerce and FEMA floodplain management. We are also familiar with working with the Village of Cross Plains engineering consultant, Town and Country Engineering at what they require on projects. Knowing up front what each agency requires, will set the base line for the design methodology for the project.

At the start of the project Jewell will host a project start up meeting with all stakeholders invited to attend. At this meeting the design methodology will be distributed along with the CADD and specification standards for the project. A schedule will also be introduced with an emphasis on getting work completed in time for proper quality checks and agency reviews.

One important note for this project is that the preliminary engineering report, required 60 days after the approved contract, must be complete and encompass all the improvements for the project. The scope provided by the preliminary engineering report will be the base line for funding of the project. Therefore; it must be as complete and accurate as possible.

How the team communicates will also be important to the project. Jewell has been successful on large projects with several team members by using shared sites such and "SharePoint", "OneDrive" and / or Microsoft "Team". This allows the entire team access to standards, schedules and any important information for their work.

The schedule and budget will be reviewed weekly with any information needing to be shared done so immediately. Jewell using Vision accounting and project management software to help track all aspects of the project.

Project Director, Greg Jewell, will keep watch on the project and will be able to inform any team member of schedule or budget concerns.

At the end of the project the Village of Cross Plains will receive a complete package including all design documentation, construction as-builts drawings, summary of costs, operation and maintenance manuals for equipment and all agency close-out documentation.

You will find the Jewell staff and our partners professional, good listeners, knowledgeable, provide guidance, technically strong with the ability to make changes as needed when issues or requests arise.



## **Section 3**

# **Project Understanding**

## ***Project Understanding***

In late 2018, the Village of Cross Plains experienced a historical flood event that cause excessive damage to public and private property. The Village is looking for a consultant to study and design a flood remediation construction project to protect the Village from future flooding. The first phase of the project is to develop a preliminary report. With this report funding will be requested from United States Economic Development Administration and the Wisconsin Department of Natural Resources Flood Control Grants program. Upon receiving funding, construction plans and specifications will be developed. The project will be competitive bid with the consultant managing construction inspection and assuring materials, methods and workmanship meet the specification. The consultant will provide all administration for the funding agencies. The consultant will also lead the permitting effort with the various approval agencies for this project.

Black Earth Creek, through Cross Plains is a cold-water trout fishery and is on the state's list of Outstanding and Exceptional Resource Waters. Brewery Creek is listed as a "priority stream" in the Dane County Open Space Plan that prioritizes it for funding to acquire land and protect the stream bank.

To protect these resources, the protection and maintenance of the creeks rely on reducing the stream's vulnerability to runoff, protecting recharge areas, establishing buffers along the stream to filter out nonpoint pollution, controlling storm runoff and enhancing streambank and instream habitat.

Black Earth Creek and Brewery Creek have both been studied and modeled to establish regulatory flood elevations. The most current Flood Insurance Studies (FIS) were completed using the Hydraulic Engineering Center – River Analysis Systems (HEC-RAS) Software. Additionally, MARS-EOR has a detailed understanding of the Brewery Creek Model and the hydraulics upstream of the Village because we modeled this area as part of a Conditional Letter of Map Revision (CLOMR) submitted to FEMA in late November 2019. The most up to date models of these rivers as are:

Black Earth Creek FIS: Latest Revision February 2015

Brewery Creek FIS: Latest Revision July 2011

Brewery Creek CLOMR prepared by MARS-EOR in 2019 and submitted to FEMA and WDNR for review in November. Model was extended from the Village limits

Several crossings are present along Black Earth Creek within the Village, each providing a restriction to flow. The FIS model indicates that the most significant restriction occurs just downstream of the Village where USH 14 and the Wisconsin Southern Railroad cross the creek. A cursory investigation of the model found that the railroad trestle bridge downstream of the Village (at USH 14) is a much more significant flow restriction than the highway bridge. Railroad owners are notoriously difficult to work with and could be a significant obstruction to improving flood conveyance downstream of the Village. But in this case, the Department of Transportation

owns the rail right of way and will possibly be easier to cooperate on the project. If working with the railroad is untenable, concentrating flood mitigation on flood storage and runoff mitigation is likely the more cost-effective approach.

The area of Brewery Creek upstream of CTH P has the potential to serve as a large flood detention area. The CLOMR model indicates that the area has a relatively flat flood profile and low flow velocities (typically less than 0.8 ft/s). This area already likely provides significant flood storage during large events; however, it appears favorable conditions exist to increase that storage volume. Due to the steady state approach that is standard for floodplain analysis, the resulting floodplain and floodway are quite extensive. Therefore, design hydrographs would need to be developed to appropriately evaluate flood storage in the area. Remeandering the stream channel and providing a better connection with the Creek's natural floodplain would provide water quality improvements and flood control for smaller storm events. Additional flood detention for larger storm events could be achieved by designing modifications to the CTH P crossing (currently three CMP culverts) and grading to increase the flood storage upstream of the road.

The Jewell Team understands the need for keeping the project moving along. Upon the selection of a consultant by the Village, Jewell will have a preliminary plan, as outlined in the RFP, prepared within 60 days of the notice to proceed.



## **Section 4**

# **Firm Experience**

## ***Firm Capabilities and Experience***

### **Jewell Associates Engineers Inc.**

Jewell Associates has extensive experience with all types of civil engineering projects. Specific to this project, our staff has experience working with the USEDA, WIDNR, Wisconsin Department of Commerce, FEMA, Corps of Engineers, Dane County, Utilities and the Railroad (land owned by WIDOT and the operation by Southern Wisconsin Railroad).

Jewell will be the lead company on the project. Greg Jewell PE, PLS will be the project direct and contact for the project.

We are also trained and experienced with presenting projects to the public and working with landowners, residents and businesses to explain the need for the project and how the project may impact them. We listen to their concerns and try to help mitigate any hardship the project may impose on them. It is also equally important that we explain this project in these meetings

Our recent successful work with the Big Hollow Flood Project in Spring Green Wisconsin proves that we have the knowledge and ability to assist The Village of Cross Plains with their project. We completed the preliminary engineering report for the Town, assisted with funding, administration of the project during design, construction and finally with the closeout of the project. For this project we also worked with FEMA to purchase 28 homes that were prone to future flooding which assisted the families living in these homes relocate to safer conditions. Agency approvals were all handled by Jewell staff. We worked with WIDOT for the crossing of USH 14 and the Crossing of the railroad with coordination involving Southern Wisconsin Railroad.

Other qualification and information about Jewell are attached for your information and review.

### **MARS-EOR**

MARS-EOR has extensive experience in all areas of water resources management. The company prides itself on being technical experts in our field and having well rounded employees with broad experiences. MARS-EOR clients include private landowners, residential and commercial developers, municipalities, and utility companies. Our services broadly include civil site design, environmental permitting, stormwater management design, with an emphasis on water resources management services, including flood studies. MARS-EOR has completed projects throughout the state of Wisconsin and the Midwest using standard 1-Dimensional methods, as well as, more sophisticated 2-Dimensional and combined 1- and 2-Dimensional models. We have routinely prepared technical reports and floodplain mapping applications for submittal to WDNR and FEMA to support flood impacts analyses and floodplain mapping studies. Additionally, our project team has broad experience in stream restoration, civil engineering design, erosion control design and inspection, construction observation, site environmental permitting throughout the Midwest.

Other qualification and information about Jewell are attached for your information and review.

### **Heartland Ecological Group Inc.**

Jeff Kraemer is the founder of Heartland Ecological Group Inc. Jeff's role in the project will be to assist with wetland delineation, restoration, maintenance and mitigation banking if necessary. We specialize in the assessment, mapping, restoration, and application of regulatory policies related to wetlands, streams, and other natural resources. Our team is made up of knowledgeable and highly regarded professionals trusted by clients and regulators. We understand every project has unique ecological and regulatory challenges – that's why Heartland's approach is results-driven and tailored to our client's specific needs.

Heartland consistently and safely delivers quality, expertise, and efficiency. We are committed to the core values and innovative ideas symbolic of the "Heartland": Simplicity, honesty, and strong work ethics that are rooted in our local communities and focused on meaningful client relationships.

Heartland delivers a variety of natural resource services to private and public clients. These services include wetland and waterways assessments, GIS mapping, natural resource assessments, regulatory policy and permitting, and ecological restoration services. Our ecological team brings over 75 years of combined experience providing restoration design, planning, permitting, and implementation services to Midwest ecosystems. With a scientific background, our ecological restoration professionals understand how to build and restore native plant communities within complex environments and routinely design, construct, and manage natural areas to meet challenging performance requirements.

Ongoing maintenance and assessment are a part of any restoration project, and our team understands how to evaluate a current restoration program and adapt as needed to build long term sustainability.

### **CGC Inc.**

CGC Inc. will provide soil boring testing and design reports for the project. Sampling to determine the infiltration rate of the soil will be necessary for any pond design work. Also, if there are any structures for roadway crossings or pump stations, boring will be necessary to assure the correct foundation is designed for the project.

CGC will also be available for material testing and assurance during construction activities.

### **Commonwealth Heritage Group**

Commonwealth Heritage Group, Inc. (Commonwealth) is a Michigan corporation founded in 1988 and incorporated in 1992, with headquarters in Dexter, Michigan, and regional offices in Milwaukee, Wisconsin; Littleton, Massachusetts; Tarboro, North Carolina; Columbus, Ohio; West Chester, Pennsylvania; Ogden, Utah; and Alexandria, Virginia. The full-service Cultural Resources Management (CRM) firm has a multi-disciplinary staff that includes prehistoric, historic, urban, and industrial archaeologists; geoarchaeologists and geophysicists; architectural historians; and historic preservation planners. Commonwealth has extensive experience serving

as archeological and architecture/history consultants for various infrastructure and engineering projects throughout Wisconsin, averaging more than 100 transportation, energy, and utility projects in the state each year. Key personnel work regularly with design engineers, sponsoring municipalities, state and federal agencies, and the Wisconsin State Historic Preservation Office (SHPO), and have a clear understanding of the requirements and expectations of archaeological and architecture/history consultants when preparing and submitting Section 106 and Wisconsin State Statute §44.40 and §157.70 compliance documentation.

### **AJ Appraisals and Real Estate LLC**

Aari Roberts has been involved with projects that involve the valuation and acquisition of land and other interests for highway projects, electric transmission lines, gas transmission lines, conservation uses and conservation easements. Highway project appraisals have been completed according to WisDOT and other applicable regulations. Acquisition of land and other interests for conservation uses and conservation easements have been completed according to the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

The appraiser has been hired by the acquiring agency as well as property owners. Agricultural, residential, industrial and vacant land appraisals have been completed for various entities. It should be noted that in March of 2008 the appraisal business was moved from an individual basis to a LLC. January 1998 to present.

# JEWELL

associates engineers, inc.

Engineers - Architects - Surveyors

## Company Data

- Founded 1993 in Spring Green
- Wisconsin Rapids Office - 2008

### Principals

- Chairman: Greg Jewell PE, PLS
- CEO: Paul Kardatzke, AIA
- Sr. Vice Pres.: Fred Gruber, PE, PLS
- Sr. Vice Pres.: Scott Whitsett, PE

### Public Sector Clients

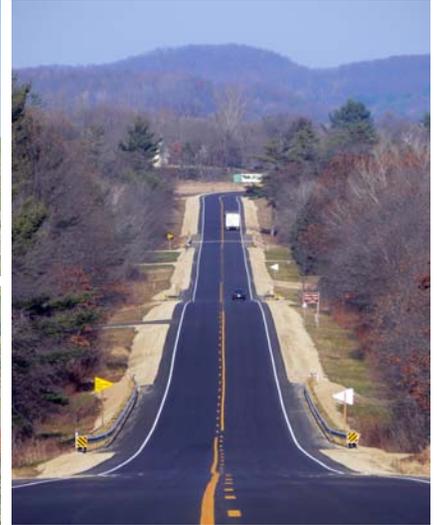
- Local Governments
- County Governments
- Wisconsin Department of Transportation
- Wisconsin Department of Administration
- School Districts

### Private Sector Clients

- Businesses & Industries
- Land Developers
- Property Owners

## Services

- Transportation Engineering
- Structural Engineering
- Municipal Engineering
- Civil Engineering
- Architecture
- Surveying & Platting
- Water Resources Engineering
- Traffic Engineering
- Land Planning
- Utility Design
- Site Design
- Construction Oversight



Jewell Associates Engineers, Inc. is a professional engineering, architecture and surveying company based in Spring Green and Wisconsin Rapids, Wisconsin. Over the years, our company has grown to become a leading regional provider of transportation design, civil and structural engineering services, and architecture. Our surveying and land planning services provide developers and local units of government with the tools they need to move their projects forward from the planning stages to design and construction. Site design, stormwater management, floodplain studies, flood control, water system and wastewater treatment improvements are among our other areas of expertise.

Our staff consists of 32 professional and technical staff members which includes: 12 professional engineers, 8 junior engineers, 3 architectural staff, 4 land surveyors, and 5 technical and administrative staff. The Jewell team is diverse and multifaceted in their areas of expertise to better accommodate the needs of our clients.



Spring Green, WI  
608-588-7484

[www.jewellassoc.com](http://www.jewellassoc.com)

Wisconsin Rapids, WI  
715-424-2424

### Permit Assistance

- Public Involvement/Education
- Stakeholder involvement
- Ordinance Review /Revision
- Survey of Existing Systems
- Mapping of Existing Systems
- Illicit Discharge Investigations
- Pollution Prevention Plans
- Discharge Monitoring
- Master Planning
- Ordinance Development

### Modeling Expertise

- SLAMM
- SWMM
- HEC-RAS
- HEC-HMS
- TR-2055
- GIS-Based Applications

### Relevant Experience

- Stormwater Management Plans
- Storm Sewer Design
- Best Management Practices
- Hydrology & Hydraulic Analysis
- Erosion Control
- Detention Pond Design
- Retention Pond Design
- Thermal Conditioning
- Sediment Settling Basins
- Biodetention Swale Design
- Grant Writing Services
- Construction Oversight



*Bioretention Area*

Many Wisconsin communities with storm sewer systems are now required to obtain permits to discharge stormwater to lakes and streams. Often referred to as “Phase II” regulations, these rules require communities to enact six minimum control measures ranging from public outreach and education efforts to computer modeling of existing and proposed stormwater control measures.

Jewell stormwater professionals have been specifically trained in all of the requirements of the “Phase II” regulations. Our professionals are experts in stormwater compliance and computer modeling and can provide the answers your community needs to achieve compliance with the new regulations. We can also design the needed stormwater management features and improvements.



*Discharge Monitoring*



*Storm Sewer Design*



*Retention Pond Forebay*

### Planning & Design

- Flood Mitigation Studies
- Diversion Channels
- Outlet & Inlet Control Structures
- Fish Passage Structures
- Stream Restoration
- Fishery Improvements
- Habitat Restoration
- Riffle Areas
- Dam & Levee Breach Analysis
- Sediment Capture Structures
- Wetland Mitigation
- Pollution Prevention Plans
- Illicit Discharge Investigations
- Reclamations Plans & Review
- Floodplain Studies

### Project Implementation

- Public Involvement & Education
- Project Management
- Construction Management
- Surveying & Mapping
- USFWS Fish Passage Grants
- Stream Restoration
- Environmental Reports
- Dam Repair & Removal
- HEC-RAS Modeling
- HEC-HMS Modeling
- SLAMM/SWMM Modeling
- FishXing Modeling



Professional engineers at Jewell Associates are experienced with a variety of projects involving waterways. Our projects range from flood control to restoring previously dammed or channelized streams to their natural alignment and condition. We work closely with state and county agencies, local governments and private landowners to design projects that achieve their environmental goals.



### Transportation Programs

- Local Road Improvements
- Enhancement Grants
- TEA Grants
- Highway Safety (HSIP)
- STP Rural & STP Urban
- Federal Bridge Program
- Safe Routes to Schools

### Redevelopment

- Site Assessment Grants
- Brownfields Grants
- Tax Increment Districts

### Disaster Relief

- FEMA Public Assistance
- Hazard Mitigation Grants

### Infrastructure

- Community Development
- Block Grants
- Municipal Flood Control Grants
- Fish Passages USFWS
- Safe Drinking Water Loans
- Rural Development
- Rural Utilities Service
- Clean Water Fund
- State Trust Fund Loans
- Urban Forestry Grants
- US Dept. of Commerce Grants
- Focus on Energy
- WDNR Dam Grants



At Jewell Associates we are familiar with a wide range of funding assistance programs including grants and low interest loans. We analyze public and private funding sources and program cycles, check local match and eligibility requirements, and assist our clients with grant applications. Once funding is obtained, we can assist with grant administration and grant reporting required by funding agencies.



### Roadway Design

- Rural Highways
- Urban Streets
- Rural to Urban Conversions
- Local Road Improvements
- County & State Highways
- US Highways
- Interstate Highways
- Intersection Design
- Recreational Trails
- Safety Improvements
- Enhancements
- Utility & Agency Coordination
- Drainage Design
- Erosion Control
- Right-of-Way Plats
- Transportation Project Plats
- Safe Routes to Schools



Transportation engineers from Jewell Associates provide rural roadway and urban street design services to local units of government, county highway departments and all regions of the Wisconsin Department of Transportation (WisDOT). Our services include design for total reconstruction, reconditioning, rehabilitation and resurfacing projects.

Jewell Associates project managers have successfully completed scores of projects across the state and are well versed in all applicable design standards and procedural requirements. Our roadway team also assists local units of government with projects eligible for the Local Roads Improvement Program, the Highway Safety Improvement program and other funding sources managed by WisDOT.

### Relevant Experience

- Alternative Alignment Studies
- Capacity Studies
- Feasibility Studies
- Safety Studies
- Drainage Studies
- Corridor Plans
- Speed Investigations
- Traffic Counts & TIAs
- Complete Streets
- Multimodal Facilities
- ADA Compliance
- Environmental Documents
- Roundabout Analysis
- Intersection Control Evaluations
- Public Involvement



### Water System Design

- Well Site Investigations
- Well Development/Permitting
- Wellhead Protection Plans
- Pump House Design
- Pressure Analysis
- Surface Reservoirs
- Pump & Metering Stations
- Transmission & Distribution
- System Modeling
- Master Planning
- Disinfection Systems

### Wastewater Systems

- Lift Station Design
- Sewer Extensions
- Sewer Rehabilitation
- Infiltration/Inflow Analysis
- Treatment Plant improvements

### Relevant Experience

- Stormwater Management
- Storm Sewer Design
- Hydrology
- Hydraulic Analysis
- FEMA Floodplain Modeling
- Stream Restoration Design
- Fish Passages
- Dam Inspection
- Dam Repair & Removal Design
- Manure Storage Facilities
- System Mapping
- Grant Writing & Administration
- System Mapping
- Construction Oversight



Jewell Associates Engineers work closely with municipal Directors of Public Works and City Engineers to design improvements for the water and wastewater systems in their communities. We provide civil engineering for dam repair and removal, stream restorations, wetland mitigation and other water resources projects. We are also experienced with stormwater management, flood studies, flood control projects, FEMA floodplain modeling, pond design, reclamation plans and agricultural projects.



### Design Services

- Topographic Survey
- Drainage Design
- Stormwater Management
- Roadway Design & Layout
- Parking Design
- Utility Design & Coordination
- Agency Coordination
- Railroad Spur Design
- Permit Process
- Construction Layout
- Construction Oversight

### Relevant Experience

- Crawford Co. Admin. Building  
Prairie du Chien, WI
- Cardinal Glass Industries  
Spring Green & Mazomanie, WI
- United States Post Office  
Spring Green, WI
- SWCAP Building, Dodgeville, WI
- Frontier Servco FS Cooperative  
Spring Green, WI
- Meister Cheese Company  
Muscodia, WI
- S.G. Community Church  
Spring Green, WI
- S.G. Community Library,  
Spring Green, WI
- The Prairie Development  
Spring Green, WI
- Maple Leaf Cheese Cooperative  
Juda, WI



Jewell Associates professional engineers provide site planning and design services for industry, government agencies, commercial and residential developers, churches, libraries and educational institutions.





### Bridge & Culvert Design

- Single & Multi-Span Bridges
- Pre-stressed Concrete Girders
- Reinforced Concrete Flat Slabs
- Haunched Concrete Slabs
- Steel Girder/Concrete Deck
- Railroad Structures
- Box Culverts
- Culvert Pipes
- Pipe Arch Culverts
- Timber Structures
- Prefabricated Structures
- Pedestrian/Bicycle Bridges
- Temporary Bypass Bridges

### Structure Rehabilitation

- Deck Replacements & Overlays
- Widening & Elevating
- Maintenance & Painting
- Independent Engineer's Reports

### Relevant Experience

- Hydrology & Hydraulics
- Alternatives Analysis
- Aesthetic Treatments
- TRANS 207 Projects
- Federal Bridge Program
- Bridge Inspections
- Environmental Documents
- LRFD Design
- Emergency Repair Design
- Public Involvement
- Construction Oversight

Bridge projects were among the company's first undertakings when Jewell Associates began in 1993, and bridges continue to be a mainstay of our business. Our structural engineers are experienced with a wide variety of structure types for crossings over waterways, railroads and highways. We also design box culverts and pipe culverts for locations where these types of structures are appropriate and cost effective.

Our engineers utilize LRFD (Load Resistance Factor Design) and all the applicable standards and procedures required by the Wisconsin Department of Transportation (WisDOT), the Federal Highway Administration and the American Association of State Highway and Transportation Officials. We provide bridge design services for counties and local governments throughout Wisconsin and to all regions of WisDOT.





### Survey Services

- Assessor's Plats
- Topographic Surveys
- Plats of Survey
- Boundary & Corner Location
- Legal Descriptions
- Certified Survey Maps
- Subdivision Plats
- FEMA Floodplain Exclusions
- Monumentation
- Land Divisions along Highways
- Horizontal & Vertical Control
- Construction Layout
- Right-of-Way Plats
- Transportation Project Plats
- Utility and Access Easements
- High Definition Laser Scans

Jewell Associates' experienced surveyors utilize the latest technologies to produce highly accurate surveys, plats and property maps. Our survey crews work throughout Wisconsin and our services range from simple Plats of Survey to Assessor's Plats.

Our construction services include layout and staking, construction inspection and materials testing for transportation, water and sewer, site grading and structural projects. We also provide construction oversight and administration services including payment request review and labor standards compliance.

### Construction Oversight

- Materials Testing
- Paving Inspection
- Utility Inspection
- Painting Inspection
- Structural Inspection
- Grading Inspection
- Payment Request Review
- Change Order Review
- Grading Inspection
- Nuclear Density Testing
- Labor Standards Compliance
- Permit Review



### Services

- Scheduled Inspections
- Emergency Inspections
- Inspection Reports
- Dam Hazard Ratings
- Dam Size Classification
- Operation & Maintenance Plans
- Dam Break Analysis
- Dam Abandonment/Removal
- Flood Shadow Mapping
- Repair/Reconstruction Design
- Erosion Control
- Vegetation Control
- Damage Mitigation
- Permit Preparation
- Grant Applications
- Grant Administration
- Agency Coordination

### Relevant Experience

- Hydrology
- Hydraulic Analysis
- Floodplain Studies
- WDNR Dam Grants
- USFWS Fish Passage Grants
- Stream Restoration
- Environmental Reports
- HEC-RAS Modeling
- HEC-HMS Modeling
- Balmoral Dam Removal
- Black Earth Creek Restoration



Wisconsin Statutes now require owners of large dams in the state to have their dams inspected at scheduled intervals by a Wisconsin Professional Engineer. Inspection intervals vary depending on the size and hazard rating of the dam. Emergency Action Plans are also required by statute. Jewell Associates is experienced with dam inspections, repairs, removals and the production of grant applications for various dam repair and removal projects. We can assist owners with all aspects of statutory and administrative code compliance.





## Firm Description

"MARS-EOR," Emmons & Olivier Resources, Inc., [www.eorinc.com](http://www.eorinc.com)

*Headquarters:*

7030 6<sup>th</sup> Street North  
Oakdale, MN 55128  
651.770.8448 ph  
651.770.2552 Fax

*Local Office:*

119 South Main Street  
Cottage Grove, WI 53527  
608.839.4422 ph  
608.839.3322 Fax

## Company BIO

MARS-EOR was formed by the April 2019 merger of Montgomery Associates Resource Solutions, LLC. (MARS) and Emmons Olivier Resources, Inc. (EOR) to form an expanded group of engineers, environmental scientists, and landscape architects with a collective mission to provide the highest social, environmental, and economic returns for our clients. MARS was founded in 1998 by Rob Montgomery, PE after serving decades as a consulting engineer in the areas of environmental, civil, and water resources engineering. MARS prospered as a Wisconsin leader in water resource engineering, groundwater analysis, civil engineering, and services to the electric and gas utility industry. EOR was founded in 1997 by Brett Emmons, PE who along with principal Cecilio Olivier, PE (who joined in 1998) recognized the crucial need for providing alternative and sustainable approaches to resources management that would provide long-term, holistic solutions. EOR's multidisciplinary team of engineers, scientists, landscape architects and planners deliver integrated WATER (Watersheds and Water Resources) + ECOLOGY (Ecosystems and Natural Resources) + COMMUNITY (Civil Engineering, Landscape Architecture, & Planning) services.

MARS-EOR's Cottage Grove office includes 14 water resources and civil engineers and 2 environmental scientists and one civil engineering technician. Other EOR offices in Minnesota, Iowa and Canada have an additional 20 engineers, 12 wetland and wildlife ecologists and environmental scientists/specialists, and 4 landscape architects. Areas of expertise include water resources engineering and modeling, watershed planning, stream and wetland restoration, environmental permitting, civil engineering site planning, design, and landscape architecture. MARS-EOR has extensive experience with floodplain modeling; local, state and FEMA approvals for floodplain projects; flood mitigation planning and design; and climate change impacts on extreme flooding.



## **Firm Capabilities and Experience**

MARS-EOR has extensive experience in all areas of water resources management. The company prides itself on being technical experts in our field and having well rounded employees with broad experiences. MARS-EOR clients include private landowners, residential and commercial developers, municipalities, and utility companies. Our services broadly include civil site design, environmental permitting, stormwater management design, with an emphasis on water resources management services, including flood studies. MARS-EOR has completed projects throughout the state of Wisconsin and the Midwest using standard 1-Dimensional methods, as well as, more sophisticated 2-Dimensional and combined 1- and 2-Dimensional models. We have routinely prepared technical reports and floodplain mapping applications for submittal to WDNR and FEMA to support flood impacts analyses and floodplain mapping studies. Additionally, our project team has broad experience in stream restoration, civil engineering design, erosion control design and inspection, construction observation, site environmental permitting throughout the Midwest.

## **Public Sector Experience**

Public sector clients served by MARS-EOR includes local governments (cities, villages, towns and counties), lake and sewerage districts, state agencies, and the U.S. Environmental Protection Agency. We are accustomed to working with agency staff, elected officials and members of the public and understand their different roles and perspectives on public projects. A representative list of current and recent MARS-EOR clients includes:

- Village of Cross Plains (Main St. utility construction dewatering)
- Village of Mazomanie (Lake Marion restoration)
- City of Madison (Warner Lagoon restoration and Spring Harbor watershed modeling)
- City of Middleton (Pheasant Branch Creek floodplain modeling and mapping)
- Village of Plover (Little Plover River watershed restoration)
- Rock-Koshkonong Lake District (Indianford Dam engineering, Lake Koshkonong dredging)
- Milwaukee Metropolitan Sewerage District (Kinnickinnic River restoration)



## FIRM DESCRIPTION

CGC, Inc. specializes in geotechnical engineering and design, construction observation and laboratory testing services on projects ranging from small one-story additions to major high rise buildings, lakes/retention ponds, wastewater treatment facilities, landfills, highways, bridges, and other structures. As a direct result of the firm's highly experienced professionals, its focus on responsive service, and its loyal clients, CGC has successfully completed engineering/testing on over 12,000 projects since their inception in 1994. Various projects include the majority of showcase projects in southern Wisconsin, with some of these projects listed below. Offices in both Madison and Milwaukee are easily accessible to our clientele.

CGC focuses on the following core services:

- **Planning and design phase services**
  - Geotechnical explorations, laboratory testing and consultation
  - Materials engineering and testing
  - Phase I environmental site assessments
  - Infiltration parameters for stormwater design
- **Construction phase services**
  - Field and laboratory testing on building projects
  - Construction engineering, inspection and testing on transportation projects
  - Field and laboratory testing on waste disposal facilities
  - Geotechnical and materials laboratory testing

CGC maintains the following certifications as a corporation or through its personnel:

- Reviewed and accepted by US Army Corps of Engineers 1998
- ACI-certified technicians
- NICET-certified technicians in geosynthetic installation
- WDOT-certified technicians in highway materials testing
- Trained technicians in nuclear field density testing
- NRC-licensed for operation of nuclear density gauges
- AASHTO and WDOT accredited laboratory

## REPRESENTATIVE CONSTRUCTION TESTING SERVICES PROJECTS

### Building Projects

- Camp Randal Stadium Renovation
- Lambeau Field Renovation
- Miller Park – Milwaukee Brewers Stadium
- Monona Terrace Convention Center
- Kohl Center – UW Basketball Arena
- WHEDA Office Building/Parking Ramp
- UW Biochemistry Addition/NMR Facility
- Overture Project – Madison Arts Center
- General Motors – GMT 800 Program
- Alliant Energy Corporate Headquarters
- UW – Platteville Student Center
- UW Hospital Additions
- Ho-Chunk Facilities
- Epic Campus

### Waste Disposal Projects

- Deer Track Park Landfill
- Ocean Spray Wastewater lagoon
- Countryside Landfill in Grayslake, IL

### Other Projects

- Marquette and Mitchell Interchanges
- City of Madison Asphalt/Soil QA/QC
- COE Portage Flood Control Levee
- American Family Insurance
- National Headquarters Expansion
- City of Sun Prairie Subdivisions
- City of Fitchburg Subdivisions
- USH 151 – Belmont to Mineral Point
- STH 131 MSE Wall Bridge Abutments
- STH 26 – Jefferson Bypass



## **COMPANY BIO**

Commonwealth Heritage Group, Inc. (Commonwealth) is a Michigan corporation founded in 1988 and incorporated in 1992, with headquarters in Dexter, Michigan, and regional offices in Milwaukee, Wisconsin; Littleton, Massachusetts; Tarboro, North Carolina; Columbus, Ohio; West Chester, Pennsylvania; Ogden, Utah; and Alexandria, Virginia. The full-service Cultural Resources Management (CRM) firm has a multi-disciplinary staff that includes prehistoric, historic, urban, and industrial archaeologists; geoarchaeologists and geophysicists; architectural historians; and historic preservation planners. Commonwealth has extensive experience serving as archeological and architecture/history consultants for various infrastructure and engineering projects throughout Wisconsin, averaging more than 100 transportation, energy, and utility projects in the state each year. Key personnel work regularly with design engineers, sponsoring municipalities, state and federal agencies, and the Wisconsin State Historic Preservation Office (SHPO), and have a clear understanding of the requirements and expectations of archaeological and architecture/history consultants when preparing and submitting Section 106 and Wisconsin State Statute §44.40 and §157.70 compliance documentation.



Solutions for people, projects, and ecological resources.

## Introduction to Heartland Ecological Group

Heartland Ecological Group, Inc. (“Heartland”) provides our clients with professional ecological solutions. We specialize in the assessment, mapping, restoration, and application of regulatory policies related to wetlands, streams, and other natural resources. Our team is made up of knowledgeable and highly regarded professionals trusted by clients and regulators. We understand every project has unique ecological and regulatory challenges – that’s why Heartland’s approach is results-driven and tailored to our client’s specific needs.

Heartland consistently and safely delivers quality, expertise, and efficiency. We are committed to the core values and innovative ideas symbolic of the “Heartland”: Simplicity, honesty, and strong work ethics that are rooted in our local communities and focused on meaningful client relationships.

Heartland delivers a variety of natural resource services to private and public clients. These services include wetland and waterways assessments, GIS mapping, natural resource assessments, regulatory policy and permitting, and ecological restoration services. Our ecological team brings over 75 years of combined experience providing restoration design, planning, permitting, and implementation services to Midwest ecosystems. With a scientific background, our ecological restoration professionals understand how to build and restore native plant communities within complex environments and routinely design, construct, and manage natural areas to meet challenging performance requirements.

Ongoing maintenance and assessment are part of any restoration project, and our team understands how to evaluate a current restoration program and adapt as needed to build long term sustainability.

## THE HEARTLAND DIFFERENCE

Our mission is centered on client-focused solutions for ecological assessment and restoration needs. As a smaller team, we partner with our clients to deliver projects customized to their needs, without the corporate overhead and scheduling hurdles that are often part of working with a large corporation. When building our ecological team, we choose staff members with many years of experience specific to our service offerings. This includes managing and working on complex, high profile restoration projects across the Midwest. By choosing Heartland, our clients gain the experience from large corporations, with the attention and value they deserve from a smaller team.

Heartland Ecological Group, Inc.  
506 Springdale Street  
Mount Horeb, WI 53572  
608-490-2450  
[www.heartlandecological.com](http://www.heartlandecological.com)



## **Section 5**

# **Technical Approach**

## ***Technical Approach***

The Jewell-MARS team is very capable of providing the technical guidance for this project. Both firms have a great deal of experience and expertise dealing with flood plain management and flood mitigation projects. Continuing education and training in the latest software advancements keep all engineering staff members up to date.

The most logical places to reduce riverine flooding within the Village Limits is to provide detention upstream of the Village and improve flood conveyance downstream, or within the Village. The locations of flood control practices will be based on sound engineering analysis but, in the end will be sited by working with the Village to select locations where a project could be most successfully implemented.

The project team will use the best available data and hydrologic and hydraulic models to locate and design these flood control practices efficiently. These include the existing Black Earth Creek FIS and Brewery Creek CLOMR HEC-RAS models. These models will be supplemented with additional data collection as needed based upon critical areas identified during inspection of the existing models. Detailed survey data and measurements of critical crossings on Black Earth Creek and Brewery Creek will be completed to confirm the FIS and identify the major restrictions to flow within, and immediately downstream, of the Village. More complex 2-Dimensional hydrodynamic models (such as PC-SWMM) may be used in select locations or during final design as the site needs dictate.

The hydrologic analyses on Brewery Creek and Black Earth Creek will be evaluated to determine their validity in design. Flood flows for events over several return intervals will be calculated, this will include, but is not limited to, 25-, 50-, 100-, and 500-year flood events. For areas of flood storage, such as on Brewery Creek, hydrographs will be developed for routing through the storage areas. We will map changes in flood inundation and depth through the Village for different flood mitigation options to illustrate their potential to reduce flood damages and help the Village make informed decisions.

Other areas of frequent stormwater runoff flooding identified by the village may be addressed via grading or pumping as warranted. Due to the maintenance effort and expenses required with pump systems stormwater or floodwater pumping is unlikely to be the first solution proposed. However, all potential options will be vetted before being eliminated.

The team will use standard engineering practices throughout the design of the project following the specific technical requirements of the Village of Cross Plains, Dane County, Funding Agencies, Wisconsin Department of Natural Resources, Wisconsin Department of Transportation.

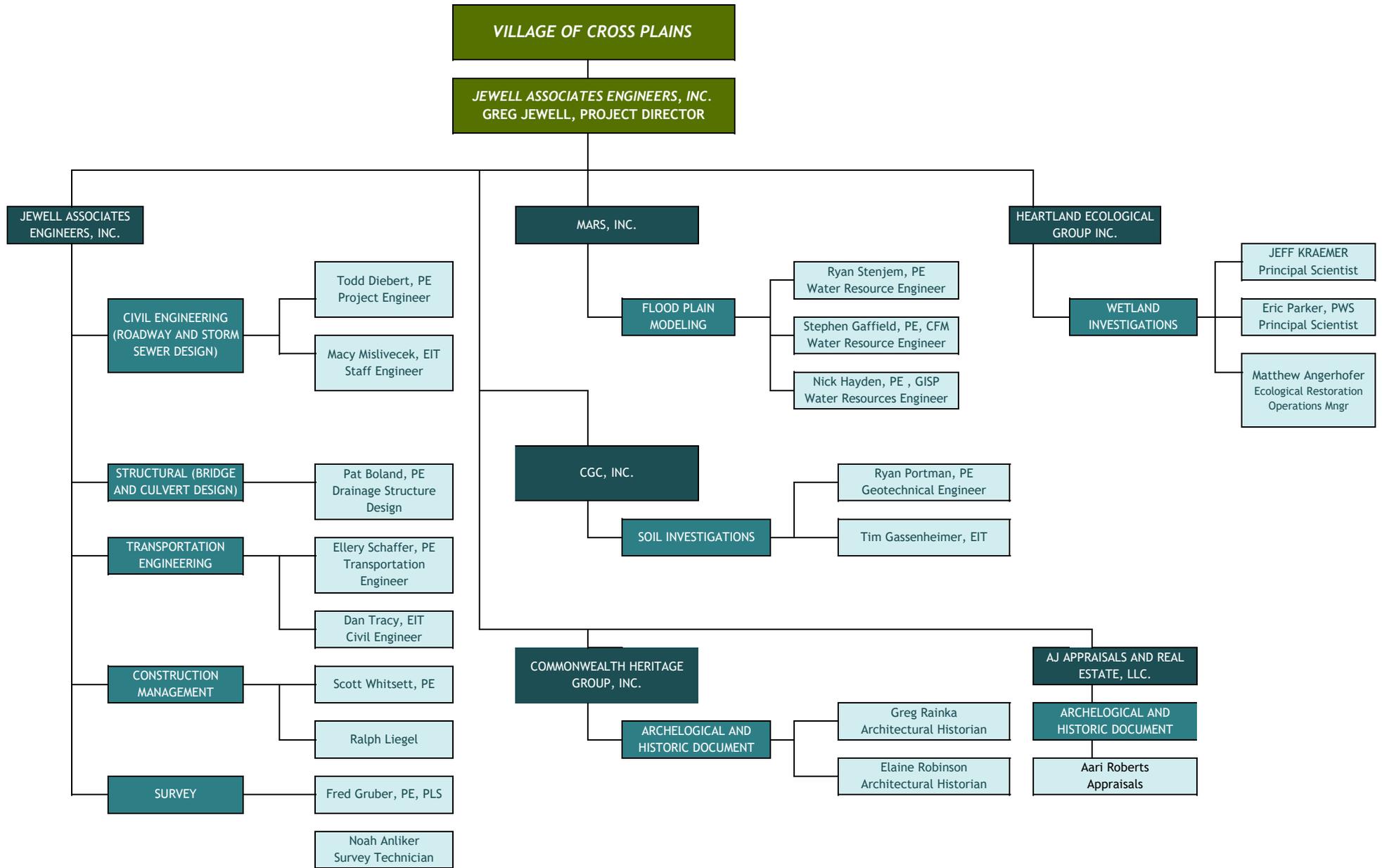
Physical plant owned by utilities may need to “adjust” in order to facilitate project work to be completed as designed will be notified early in the design process to be sure adjusts can be made when the project is constructed. Working with utilities early and reminding them of this project often is required to be sure everything is taken care of.

Landowners and businesses that may be disrupted during construction will also be notified of the proposed work early in the design process and will be updated as the project progresses. We will work hard to develop a construction staging plan to limit any disruption to a minimum.



## **Section 6**

# **Key Personnel & Experience**



## ***Key Personnel and Experience***

The team assembled for this project has the expertise and experience to successfully complete this project for the Village of Cross Plains. Key staff and their roles will be explained below with full resumes attached for your reference.

### **Jewell Associates Engineers Inc.**

#### **Project Director – Greg Jewell PE, PLS**

Greg Jewell will be the Project Director for the project. His role to direct the work to be completed by each team member firm. He will also be the point of contact for the project and lead the administration with all agencies involved in the project. He will take the role as quality control for the project assuring all aspects of the project have completed quality assurance check.

Greg will be at all meetings for the project including leading the effort for public involvement.

Greg has experience with USEDA grant applications, administration and management through several projects. The largest and most complicated being the Big Hollow Flood Control Project where Greg was “in charge” of the project including USEDA grant information, design contract administration, contractor procurement, construction observation, construction administration and project closeout. This project also had money from the State of Wisconsin, Department of Economic Development, FEMA, Wisconsin Department of Transportation, Wisconsin Department of Natural Resources Flood Controls Grants, and local funds. Greg was the point person for all the agency coordination including permitting.

MARS was a partner with Jewell on the Spring Green project and their expertise was essential to the success of the project. Jewell and the staff at MARS worked together seamlessly.

#### **Todd Deibert PE**

Todd’s role will be the project engineer for Jewell to provide technical guidance for the civil design and assurance to quality for the project. Todd has a strong design and construction background in storm water management including open channel drainage, storm sewer design, storm pump design including the design standards and requirements of the approval agencies. Todd will oversee assembling the plans, specifications and bid documents for the project along with any operating and maintenance manuals required. Todd has knowledge and experience with USEDA grants applications, administration and management as Todd was held a vital role in the Big Hollow Flood Control Project described above. Todd also has WIDNR experience with application for Flood Control Grants applications, administration and management. Todd works on dam inspection, repair and permitting for Jewell on several dam projects throughout Wisconsin. He is familiar with the permitting process and will be a valuable resource for the Village of Cross Plains.

Todd will be assisted by Macy Mislivecek, EIT who will be providing CADD design, plan and specification preparation.

#### **Pat Boland PE**

Pat will design any highway or railroad projects needing to be modified, enlarged or replaced. Pat has a strong expertise in structure design and hydraulics with the Wisconsin Department of Transportation including bridges in Dane County. Pat will lead the design effort on any structure work and be available for to answer questions during construction. Pat designed all the

highway and railroad structures for the Big Hollow Flood Control Project. He has worked with the requirements USEDA, WIDNR, and WIDOT.

### **Ellery Schaffer PE**

Ellery has a strong background with the management and design of transportation roadway projects including urban and rural roadways. Ellery worked on the Big Hollow Flood Control Project and is familiar with the process required by the agency. A large portion of Ellery's work is with Town, County and State federally funded projects.

Ellery will be assisted by Dan Tracey, EIT (PE Pending) on this project.

### **Scott Whitsett PE**

Scott manages the construction management and inspection for Jewell projects. Scott is familiar with the requirements USEDA, WIDNR, and WIDOT. His work with the administration of construction projects will be required on this project. Scott is well versed in construction practices and can direct construction activities to be assure the project is being built to the approved plans and specifications. He will assure that construction materials being used in the project are correct prior to being incorporated into the project.

Scott will be assisted by Ralph Liegel, Construction Project Manager. Ralph is a seasoned Construction Manager familiar with all types of projects including USEDA, WIDNR and WisDOT.

### **Fred Gruber PE, PLS**

Fred will oversee all survey activities for the project including the collection of data, preparation of any easement of descriptions (surveys) for any land acquisition activity. Fred will also oversee that the survey control for the project is in place and accessible by the contractors. Construction layout and staking will be part of Fred's work.

Fred also is certified to assist the Village with and acquisition negotiations for this project. He knows the federal requirements for parcel acquisition and has completed hundreds on parcels mainly on WIDOT projects.

Fred will be assisted by Noah Anliker, survey technician with the field work for the project.

### **MARS-EOR**

Ryan Stenjem, PE, will be the MARS-EOR technical lead. Ryan's expertise includes floodplain hydraulics & permitting, hydrologic and hydraulic modeling (including HEC-RAS and SWMM), streambank stabilization, stormwater and erosion control design & permitting, and development of civil site designs and construction documents. He developed the HEC-RAS hydraulic model for the recent Brewery Creek CLOMR submittal to FEMA, and he obtained a LOMR for BlueScope Buildings North America in Evansville. Ryan also developed coupled SWMM and FLO-2D models of the storm sewer system and street flooding for La Crosse, and he supported the LOMR analysis and submittal for the Black Earth Creek re-meandering project in Cross Plains.

Steve Gaffield, PE, CFM, PhD will be the QAQC lead for MARS-EOR. Steve is a Certified Floodplain Manager with expertise in floodplain analysis and permitting, wetland restoration design, permitting and construction, groundwater and drainage analysis, and public involvement. He is managing MARS-EOR's development of a SWMM model and updated

floodplain maps for Pheasant Branch Creek in Middleton, and he worked with the Village of Cross Plains to plan and permit construction dewatering for the recent utility reconstruction along Main Street.

Nick Hayden, PE will support and advise hydrologic and hydraulic modeling and stream restoration / stabilization design. He is the lead modeler for the Pheasant Branch Creek SWMM model and floodplain mapping in Middleton and has conducted complex HEC-RAS modeling of restoration designs and floodplain impact avoidance for the Kinnickinnic River in Milwaukee. Nick also has experience and training in stream restoration design.

Evan Murdock, PhD will be a QC reviewer and advisor for hydrologic and hydraulic modeling. Evan calibrated the Pheasant Branch Creek SWMM model and constructed a 2-dimensional model for the area badly damaged in the August 2018 flood. He recently submitted a successful CLOMR application to FEMA in support of a proposed development on a tributary to Koshkonong Creek in Sun Prairie. Evan also has expertise in climate change and extreme rainfall events.

Gabe Lujan, EIT will help construct and run hydrologic and hydraulic models and design flood controls. Gabe has experience and training with PCSWMM modeling and has substantial experience with stormwater modeling, design and construction.

Kevin Beihn, ASLA will lead stream restoration analysis and design. Kevin has managed numerous stream restoration projects, including re-meandering over  $\frac{3}{4}$  of a mile of Rice Creek in Minnesota, one of the largest stream restoration projects in the Midwest.

Aaron Gwinnup, PE will be an advisor and QC reviewer for stream stabilization and restoration aspects of the project. Aaron has over 10 years of engineering experience and over 20 years in construction and project management. He specializes in stream stabilization and bioengineering, ecological restoration and stormwater management. He has certifications and training in stream geomorphic assessment and restoration design, and he has designed numerous stream stabilization and restoration projects using a combination of natural channel design and hard armoring approaches.

### **Heartland Ecological Group**

Jeff Kraemer will lead any wetland investigation (delineation) for the project. If wetland mitigation is required, Jeff will also assist with that effort. He will also be valuable to the team for replanting, and maintenance plan development for any wetlands needed on the project. Jeff is very familiar with federal funded projects and the approval agencies in Wisconsin.

Jeff will be assisted by Mark Angerhofer and Eric Parker for this project.

### **Commonwealth Heritage Group, Inc.**

Greg Rainka and Elaine Robinson will do any required archeological and historic investigations for the project. You can see by review of their resumes that have the experience and can provide the necessary information for any USEDA project using federal funds. This team will also be able to assist with any historic or archeological mediation that may be required as the project develops.

**CGC, Inc.**

Ryan Portman PE will provide the geotechnical oversight for the project. Ryan will be assisted by Tim Gssenheimer, EIT. Ryan will provide the necessary information for the foundation design of any structures on the project and be able to assist with determining infiltration rates for any storm water storage areas.

**AJ Appraisals and Real Estate LLC**

Aari Roberts will be able to provide the Village of Cross Plains with any appraisals for real estate easements or acquisitions for the project.



**Greg A. Jewell, PE, PLS**  
**Project Director**



Mr. Jewell is Chairman of the Board and provides oversight and general supervision for all phases of operations for Jewell Associates Engineers, Inc. He serves as company Marketing Manager for all disciplines. He is the Project Director for many projects, assuring that the Project Managers have the necessary personnel and resources to complete their projects as promised. His experience includes work with transportation, road and bridge projects, site development projects, structural projects and all types of surveying projects in the public and private sectors. Other duties include direct daily contact with design engineers to coordinate staffing for various projects, provision of technical expertise to staff involved with structural and municipal projects, and director for large project teams.

**EDUCATION**

*Bachelor of Science  
Civil Engineering  
UW-Platteville*

*Associate Degree  
Land Surveying  
Technology  
Madison Area  
Technical College*

**REGISTRATIONS  
& CERTIFICATIONS**

*Professional Engineer  
– WI, MN*

*Professional Land  
Surveyor  
– WI*

*Certified Bridge  
Inspector*

**PROFESSIONAL  
AFFILIATIONS**

*ACEC, ASCE & WSLs*

**EXPERIENCE**

*42 years*

**Village Engineer, Spring Green.** Served as Village Engineer from 1999 to present, providing engineering expertise for the design, bidding, and construction of streets and sidewalks, water main, sanitary sewer and storm sewer. Development of stormwater management plan. Oversight of zoning administration and land division for the Village of Spring Green and its surrounding extraterritorial zone.

**Cardinal Solar Technologies, Mazomanie, WI.** Project Manager for a new \$23,000,000 industrial development for Cardinal Solar Technologies. Project included: architecture, structural design, site design, utility design, roadway design, permit process, tax incremental financing and storm water management plans.

**Additional Related Project Experience**

- USH 41 Reconstruction, Box Culverts, Brown County, WI
- Trempealeau National Wildlife Refuge, USFW, Trempealeau County, WI
- Big Hollow Flood Control Project, Spring Green, WI
- Black Earth Creek Dam Abandonment & Removal, Mazomanie, WI
- STH 23/Winsted Street Reconstruction, Village of Spring Green, WI



Todd L. Deibert, P.E.  
Project Engineer



Mr. Deibert is a professional civil engineer with experience in the design of stormwater treatment, wastewater and stormwater conveyance systems, water transmission and distribution systems, site grading, plumbing design, dam inspections and permitting, and street lighting design.

**E. Daley Street Lift Station Replacement Design, Spring Green, WI.** Todd served as the Project Engineer for the replacement of the lift station and oversaw its installation along with ancillary infrastructure upgrades. The project also included the demolition of the existing lift station, modification to the existing gravity sewers, asphaltic surface removal and replacement, and associated site restoration.

**EDUCATION**

*Bachelor of Science  
Civil Engineering,  
UW-Madison*

**REGISTRATIONS  
& CERTIFICATIONS**

*Professional Engineer  
– WI, IL*

**PROFESSIONAL  
AFFILIATIONS**

*American Water Works  
Association*

**EXPERIENCE**

*21 years*

**USFWS – St. Louis River 40<sup>th</sup> Ave. West Focused Feasibility Study, Duluth, MN.** Todd assisted in the study of the 40<sup>th</sup> Avenue area of the St. Louis River Area of Concern (AOC) in Duluth. The project included environmental sampling, gathering and analysis of past study data, mapping, establishment of ecological goals, creating of grading plans for island and shoals, design of fish passage and wintering areas, shoreline softening design, evaluation of historical impacts, and public outreach.

**Additional Related Project Experience**

- Big Hollow Flood Control Project, Spring Green, WI
- Black Earth Creek Dam Abandonment & Removal, Mazomanie, WI
- STH 23/Winsted Street Reconstruction, Village of Spring Green, WI



Macy Mislivecek, EIT  
Staff Engineer



Macy Mislivecek is a recent graduate from the University of Wisconsin Platteville and is a highly capable staff engineer with experience on a variety of municipal projects. As an Engineer-In-Training, she will be working on site and urban street design, storm water plans, hydrology reports, and entering survey information. She is very proficient with plan drafting using AutoDesk Civil 3D.

**Cardinal Way Street Construction, Village of Spring Green, WI.**

This project consisted of design engineering services for the construction of a new street in the industrial park. Macy assisted with the complete design of a new street including placement and sizing of all new storm sewer, water main, and sanitary sewer, including conflict checks of crossing utilities.

**EDUCATION**

*Bachelor of Science  
Civil Engineering  
Municipal,  
Environmental &  
Transportation  
Emphasis,  
UW-Platteville*

**North Street, Johnson Street & Wisconsin Street, Montfort, WI.**

Jewell provided design engineering services for this reconstruction project of 4 blocks involving three residential streets. Macy assisted with the design of storm sewer and sanitary sewer placement and sizing, including conflict checks of crossing utilities, coordination with utility companies for surveying and design work, as well as profile and intersection design and detail.

**REGISTRATIONS  
& CERTIFICATIONS**

*Engineer In Training*

**Bennett Road, Dodgeville, WI.** Macy assisted on this street reconstruction project. Her duties involved the design of storm sewer placement and sizing, street profile design, intersection design and detail, property owner coordination, and utility coordination for surveying and design.

**EXPERIENCE**

*<1 year*

**Additional Related Project Experience**

- Cardinal Storm Water Project, Spring Green, WI

Patrick T. Boland, PE  
Project Engineer



**EDUCATION**  
Bachelor of Science  
Civil Engineering  
Structural Emphasis  
UW-Platteville

**REGISTRATIONS  
& CERTIFICATIONS**  
Professional Engineer  
- WI

**YEARS OF  
EXPERIENCE**  
22 years

Patrick Boland has extensive experience with all types of structure design for bridges, box culverts and retaining walls. He has also performed numerous hydrologic/hydraulic analyses, hydraulic modeling, including structure sizing, development of design flows, and hydraulic analyses that include scour analysis. He has designed numerous structure rehabilitation projects including concrete overlays, deck replacements, epoxy overlays, and painting projects for girders, bearings, pins and hanger joints. Patrick has submitted numerous designs for bridges and other transportation structures through the Bureau of Structures review and submittal process. His work and submittals follow the Jewell QA/QC process for plan approval on file at the Bureau of Structures. Patrick is familiar with relevant reference documents including the WisDOT FDM, AASHTO LRFD Bridge Design Specifications, and the WisDOT LRFD Bridge Manual and Specifications as well as many other concrete and steel structural references.

**Pine River Floodplain Model, Richland Center, WI.** Patrick provided the flood plain studies and mitigation for the Pine River floodplain model with Jewell team members for the City of Richland Center. Working closely with DNR and FEMA officials to meet the required guidelines and standards was essential to meet the necessary standards.

**Spring Green Flood Mitigation, Sauk County, WI.** The Town of Spring Green contracted Jewell Associates Engineers to develop a comprehensive flood mitigation strategy following severe flooding in the Village. The top priority was to create a swale and outlet that would channel overland flows from the Big Hollow Watershed to the floodplain of the Wisconsin River. Patrick provided the hydraulic and hydrological calculations along with flood plain studies and mitigation. Based on these calculations and studies, an innovative approach to impound floodwaters and release water over time was developed to reduce the size of the drainage conveyance systems and lower project costs.

**Additional Related Project Experience**

- Plastic Ingenuities, Cross Plains, WI
- Big Hollow Flood Control Project, Spring Green, WI
- Black Earth Creek Dam Abandonment & Removal, Mazomanie, WI
- STH 23/Winsted Street Reconstruction, Village of Spring Green, WI



## Ellery A. Schaffer, PE Transportation Engineer



Mr. Schaffer is a Wisconsin Professional Engineer who is knowledgeable and experienced in transportation design, hydraulic design, construction inspection, and surveying and has worked on numerous highway and bridge projects. Ellery is very familiar with the WisDOT FDM, AASHTO Geometric Design Manual, and the AASHTO Roadside Design Guide for rural and urban roadways. He is also experienced and knowledgeable of the PS&E process, local government coordination, public involvement process, environmental process, traffic control staging, project management and design. Ellery regularly performs agency and utility coordination for highway and bridge projects and has completed Design Study Reports and environmental documents for many highway and bridge projects.

### **EDUCATION**

*Bachelor of Science  
Civil Engineering,  
UW-Platteville*

### **REGISTRATIONS & CERTIFICATIONS**

*Professional Engineer  
- WI*

### **PROFESSIONAL ORGANIZATIONS**

*ACEC - American  
Council of Engineering  
Companies (WI)*

### **EXPERIENCE**

*14 years*

### **West Madison Street Reconstruction, Village of Spring Green, WI.**

Ellery provided Design Engineering services for the reconstruction of 1,515 feet of roadway in the Village of Spring Green. The project included the conversion of a rural street section to urban street section with the inclusion of bike lanes and sidewalk accommodations. The area primarily consists of residential with some industry, and agriculture. A cemetery also located within the project area required extensive coordination with the Village. Project elements included: grading, base course, HMA Pavement, curb and gutter, concrete sidewalk, concrete driveway apron, retaining wall placement, sanitary sewer, water main, and storm sewer. Ellery also coordinated with multiple utilities through the design process which involved investigation prior to construction to verify utility relocations were complete to avoid potential delays to construction.

### **East Jefferson Street Reconstruction, Village of Spring Green, WI.**

Ellery provided Design Engineering services for the reconstruction of 690 feet of East Jefferson Street, an urban village street. Project elements included: grading, base course, HMA pavement, curb and gutter, concrete sidewalk, concrete driveway apron, tree placement, sanitary sewer, water main, and storm sewer. The project required maximizing the street profile to improve drainage while minimizing impacts to adjacent properties through this section of the Historic Business District which includes Frank Lloyd Wright influenced building designs.

### **Additional Related Project Experience**

- STH 23/Winsted Street Reconstruction, Village of Spring Green, WI



Dan Tracy, EIT (PE pending)  
Design Engineer



Dan Tracy is a highly capable design engineer with experience on a variety of transportation projects. He assists with design for roadways and bridges in both rural and urban settings utilizing AutoCAD Civil 3D. Dan has experience with roadway and bridge plan preparation (30%/60%/90% plan submittals), agency and utility coordination, hydrology and hydraulics, environmental documentation, Design Study Report preparation, and calculation of quantities. He is familiar with the Wisconsin Department of Transportation Facilities Development Manual and PS&E process, AASHTO design guidance, and State of Wisconsin Standard Specifications for Highway and Structure Construction.

In addition to his design capabilities, Dan has proven to be exceptionally effective in the provision of construction engineering services on WisDOT projects. He has successfully completed the Highway Technician Certification Program at the University of Wisconsin-Platteville for nuclear density testing, PCC testing, and aggregate testing. Dan's combination of design and construction experience has proven valuable, enhancing his ability to anticipate design issues that may cause problems during construction.

**EDUCATION**

*Bachelor of Science  
Civil Engineering  
Structural &  
Construction  
Emphasis,  
UW-Platteville*

**REGISTRATIONS  
& CERTIFICATIONS**

*Professional Engineer  
- WI \**

*(\* pending - exam  
passed 2019)*

*AGGTEC-1  
PCCTEC-1  
MCT-D  
TMS  
NUCDENSITYTEC-1*

**EXPERIENCE**  
*5 years*

**STH 72 Structure Replacement, Dunn County, WI.** Dan assisted as a Design Engineer for the approach reconstruction for this bridge replacement project. The approaches were a total of 410' in addition to the 374.5' structure length. Dan worked on the corridor drawing, plan and profile sheets, cross-sections, typical sections and the superelevation table. He also assisted with agency and utility coordination, hazardous materials report, and environmental documentation.

**CTH N Roadway Reconstruction, Crawford County, WI.** Dan served as a Design Engineer for the reconstruction of 1.487 miles of rural two-lane roadway under a two-party design contract with Crawford County that was let through the Wisconsin Department of Transportation and followed all WisDOT design and review processes. His duties included drainage design, alignments, erosion control plan, construction details, plan and profile sheets, and the signing and marking plan. He also assisted with the Design Study Report and utility coordination.

**CTH E Roadway Reconstruction, Iowa County, WI.** Under a three-party contract with the Wisconsin Department of Transportation and Iowa County, Dan assisted with design for the reconstruction of approximately 2900' of roadway to the west and another 460' to the east of the CTH E structure over the Pecatonica River, which was replaced in a sister project. Dan's plan production duties included cutting cross sections, construction details, erosion control, plan and profile sheets, driveway profiles, and calculations of miscellaneous quantities for the both the roadway and bridge projects.



## Scott L. Whitsett, PE Construction Manager



Scott Whitsett is a Wisconsin Professional Engineer with experience in transportation design, stormwater plan design and construction engineering. His workload is typically 50% design and 50% construction.

### **CONSTRUCTION**

#### **USH 154, Sauk County, WI.**

Scott served as the Project Manager for the reconstruction of 5.4 miles of USH 154. This rural two-lane highway project involved milling and overlaying the existing pavement surface, replacing culverts, beam guard and traffic control signs. New pavement markings were installed. An asphalt binder friction surface was added to address historical safety concerns. Other features included erosion control, drainage, girder fiber wrap, concrete surface repair and a polymer overlay.

#### **USH 12, Sauk County, WI.**

Scott was the Construction Leader for a portion of USH 12 in Sauk City. This project consisted of highway rehabilitation and maintenance improvements from Ski Hi road to the Village of Sauk City which included milling and overlaying the existing surface. Jewell Associates provided project management, construction oversight, administration, materials testing, layout and staking.

#### **Additional Related Construction Project Experience**

- Lake Readstone Protection District, Sauk County, WI

### **DESIGN**

#### **Ho-Chunk Nation, Lumberjack Guy Road, Town of Brockway, WI.**

Scott served as the Project Manager for planning, design and construction administration of the Lumberjack Guy Road project. The project included access road design, stormwater control, drainage appurtenances, sidewalks and lighting.

#### **Additional Related Design Project Experience**

- Lake Readstone Protection District, Sauk County, WI

### **EDUCATION**

*Bachelor of Science  
Civil Engineering,  
UW-Platteville*

### **REGISTRATIONS & CERTIFICATIONS**

*Professional Engineer  
- WI*

### **PROFESSIONAL AFFILIATIONS**

*American Society of  
Civil Engineers,  
Institute of  
Transportation  
Engineers*

### **EXPERIENCE**

*16 years*



## Ralph J. Liegel Project Leader-Construction



Mr. Liegel is experienced with providing construction services to WisDOT and has been doing so for over 23 years on a variety of projects. As a Project Leader, he has been involved in many urban and rural construction projects ranging from single span to multi span bridges. He has experience in road rehabilitation resurfacing projects to multi lane highway reconstruction projects. His prior involvement in the bridge building trade has benefitted him in his construction and bridge inspection duties.

### **Various Road Reconstruction Projects, USH 14 Gotham Richland Center, WI Richland County; STH 23, Village of Spring Green, WI.**

Ralph served as the Project Leader for the 8-mile reconstruction of both asphaltic and concrete pavement multi lane project. The Project received a state award for grading excellence. He was the Project Leader on a complex total reconstruction project in the Village of Spring Green, WI.

### **STH 80, Cobb-Avoca, Iowa County, WI.**

Ralph served as the Project Leader and provided construction staking, materials testing, and inspection of asphaltic pavements and beam guard for the STH 80 reconstruction project in Iowa County.

### **USH 14 Construction, Dane County, WI.**

Ralph served as the Project Leader for the construction project in Dane County, WI. He provided construction inspection and material testing services for the reconstruction of USH 14 (Stagecoach Road to Twin Valley Road), Spring Green to Madison.

### **Jackson Street Bridge Reconstruction, Janesville, WI.**

Ralph served as the Project Leader for the replacement of the 6-span Rock River Bridge B-53-0287. The replacement structure, B-53-0287, is a four span 36W prestressed concrete girder structure supported on new abutments and piers. The new bridge provides pedestrians with accommodations and includes aesthetic treatments consisting of decorative rail and fascia panels resembling the original arch structure. Complexity was medium to high and the cost of the project was \$3,802,321.09.

### **EDUCATION**

*Bachelor of Science  
Natural Resources  
Recreation Resource  
Management,  
UW-Madison*

*Associate Degree  
Public Works  
Technology  
Madison Area  
Technical College*

### **REGISTRATIONS & CERTIFICATIONS**

*Highway Technician  
Certifications:  
PCCTEC-I  
Aggtec-I  
HMA-IPT  
Nucdensity  
TMS  
WisDOT Bridge  
Inspector*

### **EXPERIENCE**

*37 years*



## Fred G. Gruber, PE, PLS Survey Manager/Real Estate Negotiator



Mr. Gruber is a skilled project manager with extensive experience with urban and rural roadway and bridge projects. His roadway experience includes roadway reconstructions, pavement rehabilitations, realignments, resurfacing projects, and complex urban projects with utilities, streetscapes, and recreational trails. His bridge and structural projects have included single-span and multiple-span bridges over water bodies, highways and railroad crossings.

Fred will schedule field survey and survey data conversion as soon as possible after contract execution so that the design team can proceed in a timely manner. He will oversee the development of the right of way plat and descriptions and will be available to assist the County with right of way negotiations if requested.

### **EDUCATION**

*Associate Degree  
Land Surveying  
Technology,  
Madison Area  
Technical College*

### **SURVEY MANAGER**

In addition to managing projects, Fred schedules the Jewell survey team that consists of three field surveyors and two office staff. He has extensive experience in preparing right of way plats and transportation project plats in urban and rural settings for WisDOT and locally owned projects, and is familiar with relevant reference documents including the WisDOT FDM.

### **REGISTRATIONS & CERTIFICATIONS**

*Professional Engineer  
- WI  
Professional Land  
Surveyor  
- WI*

### **REAL ESTATE NEGOTIATOR**

Fred is a certified real estate negotiator for the Wisconsin Department of Transportation. He has been acquiring properties for local municipalities, townships and counties since 2002. He has completed comparable sales studies and has negotiated parcels consisting of agricultural, residential and commercial properties. Projects range from a single parcel to dozens of parcels.

### **ADDITIONAL TRAINING**

*WisDOT Certified Real  
Estate Negotiator*

**STH 23/Winsted Street, Spring Green, Sauk County, WI.** Fred provided Quality Assurance and Quality Control for the reconstruction of approximately 0.8 miles of urban roadway in the Village of Spring Green. Project elements included grading, base course, asphaltic surface, curb and gutter, sidewalk, and storm sewer. A retention basin constructed within the Village Municipal Golf Course was a unique enhancement for the Village, as well as serving a purpose for drainage control.

### **EXPERIENCE**

*40 years*



## Noah Anliker Construction Leader/Surveyor/CADD Technician



Mr. Anliker is experienced with providing construction services to WisDOT and has been doing so for several years on a variety of projects. Noah provides construction observation and inspection services for WisDOT, rural, and urban projects. As a surveyor he produces Certified Survey Maps, Plats of Survey, Condominium Plats, Right-of-Way Plats, Transportation Project Plats, Subdivision Plats, and legal descriptions. He is also a CADD technician working in AutoCAD Civil 3D. He is experienced with downloading and uploading files from/to data collectors and converting raw files to coordinate files as well as importing survey data files into CADD drawings. Noah has also provided numerous property surveys for private owners along with monumentation.

### **EDUCATION**

*Associate of Science  
Natural Resources  
Technician Program,  
Fox Valley  
Technical College*

**Flood Control Project, Town of Spring Green, Sauk County.** Noah provided topographic survey for the 2.0 mile flood mitigation swale designed to reduce the depth and extent of future flooding in the Town of Spring Green so a repeat of the damages experienced in 2008 can be avoided.

### **REGISTRATIONS & CERTIFICATIONS**

*Highway Technician  
Certifications:  
AGGTEC-I  
PCCTEC-I  
TMS  
Nucdensity*

**USH 14 Cross Plains Construction, Village of Cross Plains, WI.** Noah provided construction staking services for this street improvement project. The pavement was deteriorating and utilities needed upgrading. The project consisted of reconfiguration and pavement replacement, curb/gutter, sidewalk, bridges, traffic signals, street lighting, water main, sewer main, and other utilities.

### **EXPERIENCE**

*11 years*

**East Madison Street Reconstruction, Village of Spring Green, WI.** Noah provided survey services for the reconstruction of four blocks of Madison Street through a residential neighborhood. This project consisted of 40-foot wide pavement, sidewalks with ADA handicap accommodations, storm sewer, water main, landscaping, sanitary sewer and a new lift station.

**Cardinal Glass Industries Additions, Spring Green & Mazomanie, WI.** Cardinal Glass, a leading manufacturer of glass for residential and commercial uses, contracted with Jewell to provide architecture, structural engineering, site design, storm water management for numerous expansions and additions to their manufacturing facilities located in Spring Green and Mazomanie, WI. Site design elements included parking lots, truck dock layout, sewer and water main installation, storm sewer systems, discharge monitoring, visual and auditory mitigation berms to provide separation from nearby residential zones, zoning permits, annexation, and landscaping. Noah provided site survey and staking services for these projects.

## Select Project Experience

### *Hydrologic and Hydraulic Analyses, Design, and Permitting*

Ryan has over 7 years of experience providing detailed hydrologic and hydraulic design and analysis. His designs provide solutions to flooding problems while meeting regulatory and site constraints. He has expertise in 1-D and 2-D hydraulic modeling and hydraulic design. He has prepared engineering reports and regulatory floodplain mapping submittals (CLOMR and LOMR) to WDNR and FEMA. Ryan also has extensive analysis in site and watershed scale hydrologic evaluations and stormwater management design. Ryan understands the difficulty in achieving project goals while balancing cost, effectiveness, and regulatory and site constraints.

### ***LaCrosse Stormwater Flooding Modeling***

City of Lacrosse, WI/Staff Engineer

Assisted in developing city-wide surface and storm sewer models to evaluate stormwater driven flooding in Lacrosse using a coupled EPA SWMM model of storm sewers with FLO-2D model of overland flooding. Was responsible for building 2-D model topography from LiDAR and conversion of GIS storm sewer data into 1-D EPA SWMM model. Developed alternatives using the models to address areas prone to flooding within the city. Assisted in development of graphics and animations to evaluate flood risks under current conditions and potential improvement scenarios.

### ***Zander Farm CLOMR***

D'Onofrio, Kottke & Associates / Project Engineer

Hydrologic and hydraulic modeling of Brewery Creek in the Village of Cross Plains. Mapped existing and proposed floodplain boundaries. Performed encroachment analysis to determine floodway boundary. Prepared and submitted CLOMR application to FEMA and WDNR.

### ***Bluescope Floodplain Analysis, Evansville, WI***

Bluescope Buildings North America/ Project Engineer

Designed compensatory conveyance to offset impacts from installation of a new river crossing. Responsible for development of a HEC-RAS hydraulic model of evaluate bridge and channel hydraulics. Designed compensatory floodplain scrapes & completed FEMA LOMR & local agency submittals.

### ***Terravessa Plat Stormwater Plan***

Fitchburg Lands LLC/ Project Engineer

Designed the regional stormwater management system for a 243-ac high density development. Responsible for selection, sizing, and analysis of extensive network of distributed biofiltration & permeable pavement, and regional stormwater basins. Collaborated with project team, City Staff, and project contractor in developing designs to meet system performance criteria that exceeded typical city and state standards.

### ***Additional Experience***

- ***Lake Windsor Golf Club Flood Impacts Analysis*** (Winsor Golf Ventures, Inc, Winsor WI)
- ***Pioneer Substation Flood Impacts Analysis*** (Alliant Energy, Platteville, WI)
- ***Bloomington Substation Flood Impacts Analysis*** (Alliant Energy, Bloomington, WI)
- ***Turtle Creek Streambank Stabilization*** (American Transmission Company, Beloit, WI)
- ***Drainage Management Opportunities Study*** (US EPA Region V, Ohio and Michigan)



**Ryan S  
Stenjem,  
PE**

**Water Resources  
Engineer**

Ryan has 9 years of professional experience in water resource analysis and design, including working as an engineer for over 7 years. He has BS and MS degrees in Biological Systems Engineering from UW-Madison. Ryan has a broad array of experience and expertise in water resource management from analysis, to design, to permitting. His specialty is in non-point source pollution monitoring and watershed studies. Ryan has developed and supported hydrologic and hydraulic studies for floodplain development, flood mitigation, flood mapping, and regulatory submittals at local, state, and federal levels. He also has extensive experience with all aspects site scale civil and stormwater management system design and permitting in Wisconsin

### **Education**

- |      |  |
|------|--|
| 2009 | Bachelor of Sciences in<br>Biological Systems Engineering<br>University of Wisconsin-Madison |
| 2013 | Master of Sciences in Biological<br>Systems Engineering<br>University of Wisconsin-Madison   |

### **Professional Registration**

#45078 WI Professional Engineer

### **Professional Activities**

Water Environment Federation  
Central States Water  
Environment Association  
American Society of Agricultural  
and Biological Engineers

### **Areas of Expertise**

Nonpoint Source Monitoring  
and Analysis  
Stormwater Management  
Civil Site Design  
Hydrologic and  
Hydraulic Modeling  
River and Dam Hydraulic  
Analysis



## Select Project Experience

### ***Floodplain Modeling, Planning & Management***

Steve has performed floodplain modeling and permitting analyses for nearly 20 projects over the past 15 years, and he is a Certified Floodplain Manager. His experience includes hydrologic modeling of flood discharge with HEC-HMS, NRCS methods and statistical regression, and hydraulic modeling of flood elevations and mitigation alternatives using HEC-RAS. Steve's role in floodplain projects commonly include evaluating existing Flood Insurance Study models, modifying models to simulate proposed floodplain fill and stream crossings, designing mitigation alternatives to minimize floodplain impacts, QA/QC review, and helping clients understand the opportunities and constraints of floodplain regulations.

### ***Pheasant Branch Creek Floodplain Modeling & Mapping***

City of Middleton, WI / Project Manager.

Leading PCSWMM hydrologic modeling of watershed and 1D and 2D hydraulic modeling of creek and floodplain, including calibration to extreme August 2018 flood and other events. Led overall modeling strategy development, conducted model and map QC review, and led presentations to City.

### ***Additional Floodplain Experience***

- ***Lake Belle View Restoration*** (for Village of Belleville, WI)
- ***Front St. Development*** (Clifton Corporation, Watertown, WI)
- ***Rowan and Hinkson Creeks Letter of Map Amendment*** (for Town of Dekorra, WI)
- ***Cell Tower Permitting*** (Edge Consulting, Oneida County, WI)
- ***Clark Creek Flood Study*** (for Sauk County, WI)
- ***Bike Trail Floodplain Permitting*** (for City of Jefferson, WI)
- ***Campground Fill Permitting*** (Riverbend RV Resort, Watertown, WI)
- ***Blackhawk Island Floodplain Permitting*** (Luke Purucker, Jefferson County, WI)
- ***Tenney Avenue Crossing*** (Smart Realty Company, Waukesha, WI)
- ***Traynor Aggregate Pit Bridge*** (Dodge Concrete, Rock County, WI)
- ***Brewing Expansion Permit Scoping*** (New Glarus Brewing, New Glarus, WI)
- ***Drumlin Grove Floodplain Delineation*** (Burse Surveying & Engineering, Cottage Grove, WI)
- ***Kinnickinnic River Restoration Design*** (Milwaukee Metropolitan Sewerage District, Milwaukee, WI)
- ***McCoy Property Development Permitting*** (D'Onofrio Kottke Assoc., Sun Prairie, WI)
- ***Zander Farms Development Permitting*** (D'Onofrio Kottke Assoc., Cross Plains, WI)
- ***Three Waters Reserve Flood Impact Analysis*** (Applied Ecological Services, Brodhead, WI)
- ***After-the-Fact Floodplain Permitting*** (Ripon Rifle & Pistol Club, Fond du Lac County, WI)
- ***Warner Park Channel Restoration Design*** (for City of Madison, WI)



**Stephen  
J. Gaffield,  
PE, CFM**

**Water Resources  
Engineer**

Steve has 25 years of experience in hydrogeology and water resources engineering. He has been project lead for many groundwater protection, floodplain, stormwater design and wetland restoration projects. He is active on research committees at the University of Wisconsin, presents frequently at technical conferences, and contributes to technical journals. Steve also has extensive experience with public participation and education.

### **Education**

- 1988 Bachelor of Arts in Geology and Physics Albion College
- 1991 Masters of Sciences in Geology University of Wisconsin-Madison
- 2000 Doctor of Philosophy in Geological Engineering University of Wisconsin-Madison

### **Professional Registration #39140**

WI Professional Engineer: civil US-16-09286 Certified Floodplain Mgr.

### **Professional Activities**

- 2012-19 Univ. of Wisc. Groundwater Research Advisory Council
- 2009-19 Wisconsin Geological & Natural History Survey Geologic Mapping Committee
- 2011 American Water Resources Assoc. WI - former president

### **Areas of Expertise**

Groundwater Analysis  
Watershed Planning  
Stormwater Management  
Floodplain & Dam Hydraulics  
Non-point Source Monitoring & Analysis

## Select Project Experience

### Stream Assessment, Restoration & Modeling

#### ***Pheasant Branch Creek floodplain modeling***

City of Middleton, WI / Lead Engineer.

Constructing an integrated hydrologic and hydraulic model of Pheasant Branch Creek using PCSWMM to map the 100-year floodplain.

Directing topographic survey of stream channel and hydraulic structures. Modeled subwatershed hydrology using Horton runoff generation method. Constructing channel hydraulic model from LiDAR topography, on-site survey data, and as-built drawings.

#### ***Kinnickinnic River Feasibility Study and Restoration Projects***

Milwaukee Metropolitan Sewerage District / Engineer-consultant.

Evaluated channel and floodplain hydraulics and restoration designs with HEC-RAS hydraulic model and other tools. Created complete bid documents and supported bid and construction process for watercourse rehabilitation. Planned and implemented monitoring and sampling program to analyze dissolved oxygen, biochemical oxygen demand, and the effects of aeration in an impaired river.

#### ***Underwood and Honey Creek Hydrologic and Hydraulic Analysis***

Milwaukee County Parks Department / Engineer-consultant.

Evaluated urban hydrology, impervious surface impacts and floodwater storage strategies using HEC-RAS and HSPF models. Documented urban stream channel erosion and proposed rehabilitation projects based on vulnerability and costs.

### Groundwater Analysis & Planning

#### ***Little Plover River Restoration Plan***

Village of Plover / Engineer-consultant.

Performing analyses of groundwater usage impacts on a flow-depleted trout stream. Assessing flow enhancement opportunities by modifying existing MODFLOW groundwater models and performing analytical calculations.

#### ***Baldhill Creek Loss Evaluation***

Red River Valley Water Supply Project / Engineer-sub.

Processed and analyzed 2 years of groundwater monitoring data collected along 40-mile stream channel. Quantified surface water and groundwater relationships using GFLOW groundwater model and analytical analyses.

### Wetland & Lake Restoration

#### ***Lake Marion Restoration***

Village of Mazomanie / Engineer-consultant.

Conducted groundwater and surface water monitoring program. Created GFLOW groundwater model to assess causes of persistent drainage of artificial lake. Assessed pumping and liner options for restoring water to lake.

#### ***Decatur Lake Feasibility Study***

Decatur Lake and Mill Race Association / Engineer-consultant.

Generated alternatives for returning navigability and public use to sediment-impaired lake. Prepared preliminary designs and costs for restoration activities and communicated options to stakeholders.

### Stormwater BMPs – Permitting, Design & Implementation

#### ***Badger Coulee Transmission Line***

American Transmission Company / Engineer-consultant.

Developed erosion control plans and permitting materials for 180-mile-long transmission corridor. Provided construction-time erosion control support for sensitive areas (steep slopes, waterways, wetlands, etc.). Created site plans, drainage design and permits for temporary and permanent storage facilities.



**Nick Hayden**  
PE, GISP

**Water Resources  
Engineer**

Nick Hayden has 16 years of experience in Geographic Information Systems (GIS), stream monitoring and geomorphology, and water resources engineering. Over his career, he has worked as a stream and watershed analyst, GIS lead for a multi-year public participatory ocean uses effort, and water resources engineer conducting groundwater, hydrologic, and hydraulic analyses for a variety of resource assessment and restoration projects. Nick routinely uses a breadth of models, software and water resources understanding to analyze, design and communicate solutions for MARS-EOR water-related projects.

### Education

- 2001 Bachelor of Science in Geology & Geophysics and Environmental Studies Certificate, University of Wisconsin-Madison
- 2004 Graduate Certificate in GIS, University of Wisconsin-Madison
- 2006 Master's of Science in GIS and Environmental Monitoring, University of Wisconsin-Madison
- 2015 Master's of Science in Civil and Environmental Engineering, University of Wisconsin-Madison

### Professional Registration

- #47310-6 WI Professional Engineer
- #64008 Certified GIS Professional

### Professional Affiliations

- American Society of Civil Engineers
- American Water Resources Assoc.
- Geological Society of America

### Areas of Expertise

- GIS Analysis
- Stream Analysis and Restoration Design
- Groundwater Analysis
- Stormwater Management

## Project Experience

### Stream Assessment & Restoration

Kevin is one of the region's leading stream restoration practitioners. In a young and rapidly-evolving industry, Kevin's nearly two decades of experience puts him near the top of the field. Kevin leads EOR's team of stream restoration/stabilization professionals. His experience ranges from design-build habitat restoration for Trout Unlimited to watershed-scale assessments for the Environmental Protection Agency.

#### **Restoration Audit/Evaluation**

MN Dept of Natural Resources / Fluvial Geomorphologist.  
Completed third party evaluations of nine distinct stream & estuary rehabilitation projects on MN north shore streams. Critiqued approach and outcome and presented white paper and anecdotal findings to state audit panel comprised of leading industry professionals.

#### **Blackhoof River Rehabilitation**

Minnesota Trout Unlimited / Fluvial Geomorphologist.  
Assisted with the diagnosis of an important Steelhead fishery and identified opportunities to alleviating aggradation caused by massive log-jams stemming from 500-year rainfall event. Given inaccessibility of the reach, restoration scenarios focused on the use of skilled sawyers and labors to remove jams and provide bank protection.

#### **Middle Rice Creek Restoration Project [Phase 1 & 2]**

Rice Creek Watershed District / Project Manager.  
Managed the design, permitting and construction of one of the largest stream restoration projects in MN to date. Over 2-miles of formerly ditched suburban Rice Creek was restored to a natural meandering flow path.

#### **Expansion Blvd Flood Reduction**

City of Storm Lake, IA / Stream Geomorphologist.  
Assisted in the design of a flood reduction project for a frequently inundated business park. Backbone of the project includes a 2-stage ditch with saturated buffers and adjacent created wetlands.

#### **Zumbro River Stabilization**

Olmsted County SWCD / Project Manager.  
Diagnosed cause and stabilized 2000' of rapidly eroding stream bank, which threatened numerous structures. Responsive design responded to inaccessibility of site and modest available budget.

#### **Camp Creek Enhancement**

Minnesota Trout Unlimited / Project Manager.  
Facilitated all aspects of assessment, design, permitting, bidding, construction and stakeholder coordination. 400k enhancement was initiated and completed within 6 months.

#### **East Indian Creek Design-Build**

Minnesota Trout Unlimited / Project Manager & Contractor.  
Served as contractor and design consultant for 200k habitat enhancement of premier Brook Trout fishery.

#### **Mud Creek Restoration**

Red Lake Band of Chippewa / Fluvial Geomorphologist.  
Provided natural channel design input and bank stabilization techniques, including toe-wood stabilization to dam removal team.



**Kevin Biehn**

ASLA, CPESC  
LEED AP BD+C

Partner,  
Landscape  
Architect

Kevin has 23 years of experience as a landscape architect and stream specialist, which affords him the opportunity to exercise his analytical and artistic sensibilities. Kevin has managed a diversity of challenging projects including the 1.6 million dollar Harriet Island Park Rehabilitation, the Rice Creek Meander Restoration - one of the largest stream restoration projects in the Midwest, and Organic Valley's LEED Certified Headquarters.

### Education

- 1998 Bachelor of Environmental Design, University of Minnesota
- 2000 Master of Landscape Architecture Minor: Water Resources Science, University of Minnesota

### Additional Training

- 2001- continuous: numerous Rosgen & various stream restoration courses
- 2004 Kinship Conservation Institute Fellowship, Montana
- 2005 Systematic Development of Informed Consent
- 2008 Natural Step
- 2010 Certified Water Harvesting Practitioner, Watershed Management Group

### Professional Registrations

- #42529 MN Reg. Landscape Architect
- #623-014 WI Reg. Landscape Architect
- #00634 IA Reg. Landscape Architect  
Certified Professional in  
Erosion & Sediment Control

### Areas of Expertise

- Sustainable Site Design/Research
- Parks & Natural Resources Restoration
- Stream Assessment & Restoration
- Ravine, Bluff, & Lakeshore Stabilization/Restoration

## Selected Project Experience

Evan has planned and undertaken a range of research and outreach projects including extensive work with numerical modeling, data analysis, human dimensions research using survey and focus group tools, and stakeholder engagement. This work has included extensive data analysis and processing automation using Matlab, development of custom models and research tools, technical writing, and other relevant research tasks.

### ***Floodplain Modeling***

City of Middleton, WI / Modeling Team Member.

Led model calibration effort, including identification of calibration events, development of Radar-based precipitation time series, and parameter sensitivity analysis. Developed 2D model. Assisted in other aspects of model development and mapping.

### ***FEMA Map Update Submittal***

McCoy Trust, Sun Prairie, WI / Lead Modeler.

Developed HEC-RAS models for existing and proposed conditions for a planned development, carried out floodplain mapping, and completed a successful CLOMR application through the FEMA review process.

### ***Mississippi River Stream Temperature Modeling***

Private Client, Upper Mississippi River / Lead Modeler.

Undertook analysis of the effects of climate change on stream temperatures in the Mississippi River, and analyzed the impacts on thermal discharge permit compliance.

### ***Reservoir Withdrawal Modeling***

Private Client, Wisconsin River / Lead Modeler.

Developed custom numerical model of water losses from a reservoir based on seasonal withdrawals and storage; analyzed impacts of changes in management hydropower energy production.

### ***Climate Change Impacts Modeling***

University of Wisconsin/ Graduate Student-Thesis.

Developed and implemented research program to analyze the impacts of climate change on groundwater recharge in Southern Wisconsin. Obtained and processed climate model data, developed custom processing and analysis tools, and developed models using the Simultaneous Heat and Water (SHAW) model.

### ***Social Science Research***

Univ. of WI - USDA Dairy Coordinate Agri. Project / Research Staff.

Developed and implemented focus group and survey tools to study the attitudes and beliefs of dairy farmers about climate change and climate adaptation. Partnered with industry organizations to obtain access to farmers' contact information and to build credibility. Presented findings at academic conferences.

## Selected Publications and Presentations

Murdock, E., K. Genskow, C. Betz. *Climate change risk assessment, adaptation, and mitigation influences for Wisconsin dairy producers*. Presentation at the Joint Annual Meeting of the Agriculture, Food, and Human Values Society and the Association for the Study of Food and Society, June 2018.

Murdock E., and D. Hart, 2013. Great Lakes Coastal Community Climate Adaptation Checklist. Wisconsin Sea Grant, WISCU-G-13-002

Murdock, E. *Scratching Below the Surface: Climate change and groundwater recharge in Wisconsin*. Presentation to the Wisconsin Wetlands Association Wetland Science Conference, Feb 2018



**Evan  
Murdock**  
PhD  
Water  
Resources  
Engineer

Evan has been involved in water resources management in Southern Wisconsin for over a decade. He earned his Masters Degree in Water Resources Engineering studying sediment transport in a small agricultural stream, and his PhD studying the impacts of climate change on water resources and how farmers are reacting to climate variability. Evan's professional interests include climate change, socio-environmental systems, integrated water management planning, and risk assessment and mitigation. He has experience carrying out scientific research including field-based hydrology studies, complex numerical modeling, and focus-group and survey based social science investigations.

## Education

- 1996 Bachelor of Arts in Physics  
Macalester College
- 2006 Master's of Water  
Resource Engineering  
University of Wisconsin-Madison
- 2017 Doctor of Philosophy in  
Environment & Resources  
University of Wisconsin-Madison

## Academic Awards/Grants

Northeast Climate Science  
Center Graduate Fellow

## Academic Teaching Experience

Teaching Assistant for  
Fluid Dynamics and Hydrosience  
Univ. of Wisconsin - Madison

## Areas of Expertise

Numerical Modeling  
Watershed Planning  
Stormwater Management  
Qualitative Research Methods

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## Ryan J. Portman, P.E.

geotechnical engineering  
construction services

### Education

University of Wisconsin - Madison: B.S., Geological Engineering, Geology & Geophysics

### Registration

Professional Engineer: Wisconsin, Iowa

Certified Soil Tester: Wisconsin

NRC Density Gauge Operator

### Professional History

CGC, Inc., Geotechnical Engineer, 2016 to present

GESTRA Engineering, Inc., Geotechnical Engineer/Branch Manager, 2014 to 2016

Midwest Engineering Services, Inc., Geotechnical Engineer/Branch Manager, 2012 to 2014

Midwest Engineering Services, Inc., Geotechnical Engineer, 2002 to 2012

### Representative Experience

Mr. Portman has over 16 years of geotechnical engineering experience in the areas of foundation engineering, slope stability, subgrade evaluations, and stormwater infiltration. He has supervised or participated in field studies, laboratory testing, analyses/design, and report preparation, as well as follow-up construction observation on a wide range of public and private sector developments. Mr. Portman has worked on several roadway/street reconstruction projects throughout Wisconsin.

A few examples of roadway/street reconstruction project experiences include geotechnical explorations for portions of the following:

- CTH O Reconstruction, Vilas County, WI
- City of Oshkosh Capital Improvements Program, Oshkosh, Winnebago County, WI
- I39 Culvert Replacements,
- STH 47 Culvert Replacement, Keshena, Menominee County, WI
- STH 23 Box Culvert Replacement, Green Lake County, WI
- Johnsbury Road Reconstruction, Fond du Lac County, WI

A few examples of geotechnical and construction testing projects that Mr. Portman has served as geotechnical engineer and/or project manager of construction testing services include the following:

- Daybreak Foods Expansion, Lake Mills, WI 2017-Present (Geotechnical/Construction Testing)
- Kewaunee Harbor Dock Wall Replacement, Kewaunee, WI 2016 (Geotechnical)
- SS Badger Ferry Dock Wall Replacement, Manitowoc, WI 2016 (Geotechnical)
- Pratt Industries Manufacturing Facility, Beloit, WI 2014/2016 (Geotechnical/Construction Testing)
- New Wal-Mart Supercenter Stores, Various WI Sites, 2004/2010 (Geotechnical/Construction Testing)

### Affiliations

American Society of Civil Engineers (ASCE)

Geo-Institute (ASCE)

American Concrete Institute (ACI)

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## Tim Gassenheimer, E.I.T.

### Education

University of Applied Sciences Darmstadt, Germany: Master of Engineering in Civil Engineering (2015)  
University of Applied Sciences Darmstadt, Germany: Bachelor of Engineering in Civil Engineering (2013)

### Registration

Engineer in Training: Wisconsin  
Certified Soil Tester: Wisconsin

### Professional History

CGC, Inc.: Staff Engineer (2016 – present)  
ITUS GmbH & Co. KG – Weiterstadt, Germany: Geotechnical Engineer (2013 – 2015)  
ITUS GmbH & Co. KG – Weiterstadt, Germany: Geotechnical/Environmental Student Assistant (2009 – 2013)

### Representative Experience

Mr. Gassenheimer has over six years of experience in the field of geotechnical engineering with a focus on foundation engineering and slope stability. His responsibilities include the preparation of proposals, project management, supervision of or participation in field studies, laboratory testing, analysis/design, report preparation, and follow-up construction testing. Mr. Gassenheimer's professional experience involves a wide range of public and private sector developments in southern and central Wisconsin, as well as the Frankfurt Rhine-Main and Rhine-Neckar Metropolitan Regions in Germany, including several roadway and utility construction/reconstruction projects.

A few examples of roadway and utility projects that Mr. Gassenheimer has served as staff engineer/project manager include the following projects:

- Central Park Place, East Cheryl Parkway, Golden Gate Pass and Greenmarket Place Extension – City of Fitchburg, Wisconsin (2018)
- 18<sup>th</sup> and 25<sup>th</sup> Avenues as well as 4<sup>th</sup> and 6<sup>th</sup> Streets Reconstruction – City of Monroe, Wisconsin (2018)
- 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 15<sup>th</sup>, Fairview and Oak Streets, Woodland Trail as well as Municipal Parking Lot Reconstruction – Village of Prairie du Sac, Wisconsin (2018)
- Buckeye Road Reconstruction (Retaining Walls) – City of Madison, Wisconsin (2018)
- Tumbledown Trail Reconstruction – Town of Middleton, Wisconsin (2017)
- Community of Bishop's Bay, Phase 5 Residential Roadway Construction – Town of Westport, Wisconsin (2017)

Representative geotechnical and construction testing projects that Mr. Gassenheimer has worked on include:

- Amcor Flexibles Healthcare Expansion – Madison, Wisconsin (Geotech/Construction; 2018 – present)
- University Research Park/Exact Sciences Expansion – Madison, Wisconsin (Geotech; 2017 – present)
- Dane County/Rodefeld Landfill, Gas Cleaning Facility – Madison, Wisconsin (Geotech/Construction; 2017 – present)
- Summit Credit Union Branches – Monona, Mount Horeb, Verona, Windsor, Watertown, Sun Prairie and Waupun, Wisconsin (Geotech; 2017 – present)
- UW-Madison; Lot 62 Parking Ramp – Madison, Wisconsin, (Geotech Engineering; 2018)
- West Candise Street Levee Reconstruction – Jefferson, Wisconsin (Geotech Engineering; 2018)
- The Spark Mixed-Use Development – Madison, Wisconsin (Construction; 2017)
- BASF Headquarters Plant Expansion – Ludwigshafen, Germany (Geotech; 2013 – 2015)
- Dom-Römer-Areal (Redevelopment of the Historic Downtown Area) – Frankfurt, Germany (Geotech; 2010 – 2015)



### Education

M.S.	School of the Art Institute of Chicago	Historic Preservation	2008
B.A.	Linfield College	General Science, Physics Emphasis	2004

### Experience Profile

Mr. Rainka currently serves as Assistant Regional Director in Commonwealth’s Milwaukee office. He has more than ten years of experience as an architectural historian, cultural resources specialist, preservation planner, and project manager, and has worked in over ten states in the Midwest, West, Mid-Atlantic, and South. His job responsibilities have primarily included documenting and facilitating project compliance with federal and state historic preservation and environmental laws and regulations. Mr. Rainka has completed numerous historic and cultural resource studies for transportation, energy, telecommunication, and other infrastructure projects, and has surveyed and evaluated residential, commercial, industrial, agricultural, military, and tribal property types, as well as engineering resources, such as power generation facilities, water control structures, roads, railroads, and bridges. He also has completed National Register of Historic Places nominations and determinations of eligibility for both individual resources and historic districts; participated in statewide contextual studies; and prepared HABS/HAER documentation, historic structures reports, historic property management plans, and agreement documents for the mitigation of adverse effects to historic properties.

### Professional Societies

- American Cultural Resources Association (ACRA)

### Specialized Training/Continuing Education

- National Highway Institute, Beyond Compliance: Historic Preservation in Transportation Project Development, Charlottesville, Virginia, 2012
- Annual Wisconsin Department of Transportation Workshop for Architecture/History Consultants, Madison, Wisconsin, 2012-2019
- Wisconsin Historical Society, Historic Preservation Consultants Seminar, Madison, Wisconsin, 2013, 2016, 2018

### Representative Projects

Architecture/History Survey  
Interior Drainage Improvements Project  
City of Arcadia, Trempealeau County, Wisconsin

National Register of Historic Places Determination of Eligibility  
Middle Mississippi River Regulating Works Project  
Missouri and Illinois

Architecture/History Survey and Assessment of Effects to Historic Properties  
Riverboat Dock and Levee Improvements Project  
City of Red Wing, Goodhue County, Minnesota



**Education**

M.A.	University of Iowa	Anthropology	2004
B.A.	Boston University	Archaeology	2002

**Experience Profile**

Ms. Jones is a principal investigator in Commonwealth’s Milwaukee office, which offers services throughout the Midwest region. She has over ten years of experience with field survey, testing, and mitigation projects, primarily in the Upper Great Lakes, Midwest, and eastern Plains states. She has worked on projects involving transportation, energy, agriculture, flood control, and recreation for the U.S. Army Corps of Engineers; National Park Service; USDA Forest Service; various state, county, and municipal agencies; and private parties.

**Professional Societies**

- Register of Professional Archaeologists (RPA)
- Society for American Archaeology
- Wisconsin Archaeological Society
- American Cultural Resources Association (ACRA)

**Licensure**

Archaeologist qualified to excavate human burials in Wisconsin, 2014-present

**Specialized Training/Continuing Education**

- Wisconsin Historical Society, Archaeological Consultant Workshop, 2015-2019
- National Preservation Institute, Section 106: An Introduction, 2011
- National Preservation Institute, Section 106: A Review for Experienced Practitioners, 2014

**Representative Projects**

Phase I Archaeological Survey  
Interior Drainage Improvements Project  
City of Arcadia, Trempealeau County, Wisconsin

Archaeological Data Recovery  
Fargo-Moorhead Metro Flood Risk Management Project  
Cass County, North Dakota

Phase I Archaeological Survey  
Madison Metropolitan Sewerage District  
West Interceptor Shorewood Relief Project  
Dane County, Wisconsin



## **Jeff Kraemer**

Principal Scientist

506 Springdale Street

Mount Horeb, WI 53572

jeff@heartlandecological.com

(608) 490-2450

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Jeff is the founder of Heartland Ecological Group, Inc. With over 16 years of experience as an environmental consultant, ecological and regulatory policy practitioner, and managing business leader, Jeff provides proven value to clients with his vast experience guiding often complex projects through environmental regulatory and technical challenges applied throughout a diversity of industry sectors. Jeff is recognized by the Wisconsin Department of Natural Resources Wetland Delineation Assurance Program and is the longest standing assured wetland delineator in the state of Wisconsin.

Jeff is a recognized expert in the field of wetland ecology and delineation; wetland restoration and mitigation banking; and regulatory policy and permitting associated with wetlands and waterways. His experience includes: Wetland Determination, Delineation & Functional Assessment; Wetland Restoration, Mitigation, Banking & Monitoring; Botanical / Biological Surveys & Natural Resource Inventories; Rare Species Surveys, Conservation Plans & Monitoring; Habitat Restoration, Wildlife Surveys, SCAT surveys, Environmental Assessments; Local, state, federal permit applications; Expert Witness testimony; and Regulatory permit compliance.

## **Education**

MS, Biological Sciences (Emphasis in Wetland Ecology), University of Wisconsin – Milwaukee, WI, 2003

BS, Biological Sciences (Emphasis in Aquatic Biology) University of Wisconsin – La Crosse, WI, 1999

Regional Supplement Field Practicum  
Wetland Training Institute (WTI)  
Portage, WI, 2017

Basic and Advanced Wetland Delineation  
Training, Continuing Education and Extension,  
UW-La Crosse, WI, 2001

Identification of Sedges Workshop,  
UW-Milwaukee, Saukville, WI, 2001

Vegetation of Wisconsin Workshop,  
UW-Milwaukee, Saukville, WI 2000

Environmental Corridor Delineation Workshop,  
Southeastern Wisconsin Regional Planning  
Commission (SEWRPC), 2004

Wetland Soils and Hydrology Workshop,  
Wetland Training Institute, Toledo, OH, 2003

Critical Methods in Wetland Delineation  
University of Wisconsin - La Crosse Continuing  
Education and Extension  
Madison, WI, 2006 - 2018

Federal Wetland Regulatory Policy Course  
Wetlands Training Institute (WTI)  
Cottage Grove, WI, 2010

## **Registrations**

Professionally Assured Wetland Delineator,  
Wisconsin Department of Natural Resources  
(2005-Present)

Wetland Professional in Training (WPIT),  
Society of Wetland Scientists Certification  
Programs



## Eric C. Parker, PWS

Principal Scientist

eric@heartlandecological.com

(414) 380-0269



Mr. Parker is a certified Professional Wetland Scientist, with over 30 years of professional and project management experience assisting public and private clientele in Wisconsin, Illinois, Indiana, Ohio, Michigan, North Dakota, Missouri, Pennsylvania, Texas, Maryland, Virginia, and North Carolina. His work has supported thousands of institutional, commercial, utility, residential, industrial & transportation projects. His natural resource specialties include botanical surveys, wetland science, restoration and mitigation. Mr. Parker has a widespread understanding of the scientific, technical and regulatory aspects of natural resources projects. His interests also include floristic quality assessment (FQA) and wetness categorization of plant species.

His experience includes the following: Botanical / Biological Surveys and Natural Resource Inventories; Rare Species Surveys, Conservation Plans and Monitoring; Wetland Determination, Delineation and Functional Assessment; Wetland Restoration, Mitigation, Banking and Monitoring; Habitat Restoration, Wildlife Surveys, SCAT surveys, Environmental Assessments; Local, state, federal permit applications; Expert Witness testimony; and Regulatory permit compliance.

## Education

BS, Watershed Management, Soils Minor  
University of Wisconsin - Stevens Point  
Stevens Point, WI, 1983

Wetland Ecosystems (including delineation & assessment)  
USEPA Graduate School  
Washington DC, 1988

Field Oriented Wetland Delineation Course  
(1987 Corps Manual)  
Wetlands Training Institute (WTI)  
St. Paul, MN, 1994

Basic Wetland Delineation Training  
Wisconsin Department of Administration  
Waukesha, WI, 1997

Vegetation Description, UWM Cedarburg Bog  
Field Station, Saukville, WI, 1998

Advanced Wetland Delineation  
University of Wisconsin - La Crosse  
Bayfield County, WI, 2001

Critical Methods in Wetland Delineation  
University of Wisconsin - La Crosse Continuing  
Education and Extension, Madison, WI, 2006,  
2008, 2010, 2014, 2016, 2017, 2018, 2019

Mosses ID & Ecology, UWM Cedarburg Bog  
Field Station, Saukville, WI, 1998

Sedges ID & Ecology, UWM Cedarburg Bog  
Field Station, Saukville, WI, 2002, 2006, 2010

Grasses ID & Ecology, UWM Cedarburg Bog  
Field Station, Saukville, WI, 1998

## Registrations

Professional Wetland Scientist #838, Society of  
Wetland Scientists Certification Program

Certified Wetland Scientist #C-058  
Stormwater Management Commission  
Lake County, IL

Qualified Wetland Specialist #W-057  
Kane County, Illinois



## Matthew Angerhofer

Ecological Restoration Operations Manager

506 Springdale Street

Mount Horeb, WI 53572

matt@heartlandecological.com

(608) 433-9864

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Matt Angerhofer has extensive applied experience in all phases of ecosystem restoration including public education, restoration planning, site preparation, native seeding and planting, tree and brush removal, prescribed burning, and site stewardship for establishment of native plant communities. He has created and implemented innovative solutions for invasive plant management while minimizing impacts to native species. Matt has successfully addressed a broad range of vegetation establishment and habitat restoration challenges in various settings, ranging from stormwater facilities, to stream bank restoration to wetland mitigation, and wildlife preserves and natural recreation areas. Matt is the operations manager within Heartland's ecological restoration group where he is responsible for day-to-day operations, equipment maintenance, safety, and quality control.

## Education

MS, Biology/Education/Natural Science,  
University of Wisconsin – Stephens Point, WI,  
2005

Wildland Fire Fighting Training (I-100, S-130,  
S-190, S-131, S-133, S-211, S-234, S-290, IL  
Prescribed Burn Manager)

Temporary Traffic Control for Prescribed Burns,  
Wisconsin Department of Transportation,  
Madison, Wisconsin, 2011

OSHA Training, 30-hour, 2010

Teaching Certificate, Biology and Natural  
Science, 2005

Remote Pilot Certificate, 2017

## Registrations

Commercial Pesticide Applicator, State of  
Wisconsin

Commercial Driver, State of Wisconsin

## Project Experience

### Ecological Restoration

Wildlife Department, Fort McCoy, Wisconsin\*

*Assisted with Silver Creek stream restoration project by building and installing loker structures and placing of boulders to increase native brook trout habitat. Conducted seed planning, seed installation and native management activities along Silver Creek banks after stream construction was complete. Assisted with the development of protocols for the first documented biological control program for spotted knapweed in Wisconsin. Crew leader of 5 to 10 staff and led restoration management activities on 58,000 acres of military lands. Management tasks included; goat prairie restoration, stream restoration projects, invasive species control, Prescribed burn management and winter clearing activities. Matt worked with threatened and endangered species to collect important data for the WI DNR and EPA by conducting slender glass lizard surveys, wolf howling surveys, and tracking of wolves, blanding turtles and wood turtles using radio telemetry. Matt has facilitated and led multiple crews*

## QUALIFICATIONS OF APPRAISER - AARI KEVIN ROBERTS

### Experience:

Appraiser: AJ Appraisals and Real Estate, LLC: N7568 Little Coffee Road, Watertown, Wisconsin (920) 699-4371

The appraiser has been involved with projects that involve the valuation and acquisition of land and other interests for highway projects, electric transmission lines, gas transmission lines, conservation uses and conservation easements. Highway project appraisals have been completed according to WisDOT and other applicable regulations. Acquisition of land and other interests for conservation uses and conservation easements have been completed according to the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). The appraiser has been hired by the acquiring agency as well as property owners. Agricultural, residential, industrial and vacant land appraisals have been completed for various entities. It should be noted that in March of 2008 the appraisal business was moved from an individual basis to a LLC. January 1998 to present.

Appraiser: Egan Appraisal Services, LLC; 1536 S. Church Street, Watertown, Wisconsin  
Real Estate Appraiser, January 1993 to 2004.

**Certification:** State of Wisconsin  
Certified General Appraiser #734, August 1995  
Assessors Certification, Level 2, November 1992  
Brokers License #46981

**Education:** B. S. Ag. Mech. and Management - University of Wisconsin, Madison, Aug. 1991  
A. A. Property Assessment/App. - Waukesha County Technical College, May 1993  
A. A. Real Estate - Waukesha County Technical College, May 1993

International Right of Way Association (IRWA) Classes  
Course 103-Ethics and the Right of Way Profession, June 1998  
Course 201-Communications and Real Estate Acquisition, March 1996  
Course 214-Skills of Expert Testimony, September 1995, September 2002  
Course 401-Appraisal of Partial Acquisitions, March 1997  
Course 403-Easement Valuation, May 1996  
Course 407-Valuation of Contaminated Properties, March 1998  
Course 502-Business Relocation, May 2001  
Course 603-Understanding Environmental Contamination in Real Estate, April 2001  
Course 802-Legal Aspects of Easements, October 1999  
Course 902-Property Descriptions, September 1999

Appraisal Institute  
Valuation of Conservation Easements, March 2009  
Uniform App. Standards for Federal Land Acquisitions (Yellow Book), June 2007

**Other Activities:** International Right of Way Association – August 1995 to present.  
American Society of Farm Managers and Rural Appraisers – October 2007 to present.  
National Board of Realtors – June 1996 to present.  
Wisconsin Board of Realtors – June 1996 to present.  
Jefferson County Board of Realtors – June 1996 to present.  
ERA Egan Realty – December 1996 to December 2002.  
Shorewest Realtors – January 2003 to Present.  
Town of Watertown Plan Commission – April 2009 to present



## **Section 7**

### **Similar Work**

# Industrial Park Berms & Stormwater Ponds

## Village of Spring Green

### Project Data

Estimated Cost  
\$702,000

Construction Cost  
\$541,200

### Completion Year

2019

### Project Team

Project Manager

■ Todd Deibert, PE

Project Engineer

■ Tom Ballweg, PE

■ Macy Mislivecek, EIT

Surveyor

■ Chris Reedy



### Project Description

The Village of Spring Green, in cooperation with Cardinal Glass, constructed a new regional stormwater treatment facility to assist in the expansion of the Village industrial park. The site is approximately 61 acres and is located to the southeast of the intersection of E. Hoxie Street and S. Peterson Street. A series of ponds were constructed to treat the anticipated stormwater flows from the future industrial park area and an adjacent subdivision to satisfy the requirements of Chapter NR 151.

The project consisted of the construction of earthen berms and ponds along the west, south and east sides of the property, and installation of new storm sewer along the west side of the property. The berms were built and planted with trees to provide a screen for surrounding homes.

The ponds were designed to take the stormwater runoff from all future construction on the 61-acre property. The pond design assumes the fully built-out industrial park will consist of 90% impervious surface area. It was assumed that drainage infrastructure for future development would include catch basins to capture runoff directly from parking areas and driveways, and downspouts tied directly to storm sewers for rooftop runoff. All storm runoff from the 61-acre parcel will drain to the storm ponds. Any future grass swales, filter strips or additional pervious area above 10% in the developed industrial park would lead to reduced flows to the storm ponds. Future stormwater from truck loading docks and driveways in the industrial park will require pre-treatment before it enters the ponds.

The ponds were designed with enough capacity to hold and infiltrate the 100-year storm event for up to 50% development of the site without an outlet pipe. As development continues in the future, a 36-inch outlet pipe will be installed on the north end of the eastern-most pond taking overflow to the Wisconsin River.

### Client Contact

Eugene Hausner  
President  
Village of Spring Green  
608-588-7780

### Services

- Design & Survey
- Public Involvement
- Agency/Utility Coordination

# USFWS – St. Louis River 40<sup>th</sup> Ave. West Focused Feasibility Study

Duluth, MN

## Project Data

Study

## Completion Year

2016 +

## Project Team

Project Manager

■ Greg Jewell

Project Engineer

■ Todd Deibert, PE

Survey

■ Noah Anliker



## Project Description

The team of Jewell Associates Engineers and Stantec was selected for the study of the 40<sup>th</sup> Avenue area of the St. Louis River Area of Concern (AOC) in Duluth. The project was awarded through Jewell's US Fish and Wildlife IDIQ Contract. The project includes environmental sampling, gathering and analysis of past study data, mapping, establishment of ecological goals, creating of grading plans for islands and shoals, design of fish passage and wintering areas, shoreline softening design, evaluation of historical impacts, and public outreach. The final study is to include recommendations for removal and/or encapsulation of contaminated and anthropologic substrates and the determination of material volumes and project opinions of probable cost.

This project includes substantial coordination with multiple project team members including; US Fish and Wildlife, Minnesota Pollution Control, Minnesota DNR, the Army Corps of Engineers, and USEPA. Other teammates include the Fond Du Lac Tribe, the City of Duluth, and the Duluth Seaway Port Authority.

## Services

- Archeological/Historical Coordination
- Contamination Investigation
- Remediation Strategies
- Environmental Testing
- Environmental Assessments
- Biological and Natural Resource Studies
- Habitat Restoration
- Cost Estimating
- Environmental Engineering & Permitting
- Conceptual and Preliminary Designs
- Significant Project Coordination with Numerous Governmental Agencies and Project Team Members

## Client Contact

USFWS

Zach Jorgenson

612-725-3548,

Ext. 2247

# Trempealeau National Wildlife Refuge

## US Fish and Wildlife, Trempealeau County, WI

**Project Data**  
Study

**Completion**  
2014

### Project Team

Project Manager  
■ Greg Jewell

Structures Leader  
■ Greg Jewell

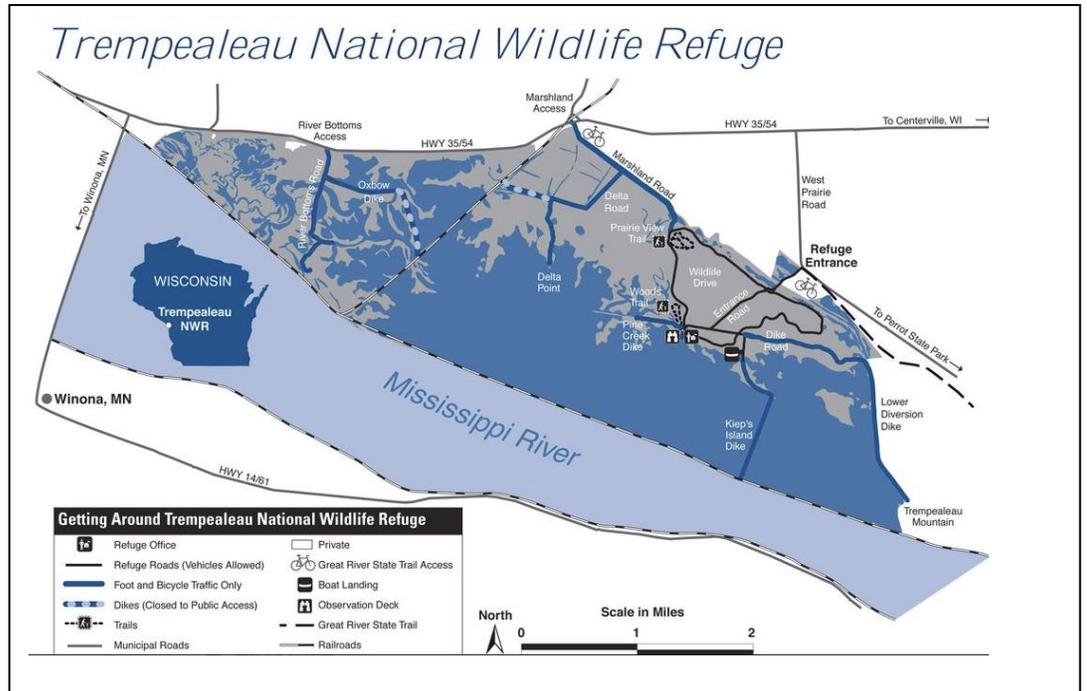
Project Engineer  
■ Pat Boland

Project Engineer  
■ Michael Mertens  
■ Thomas Ballweg

Survey  
■ Chris Reedy  
■ Wes Kramer

### Client Contact

Matthew Spielbauer, P.E.  
U.S. Fish and Wildlife  
Service  
HWY Commissioner  
Phone: 612-713-5269



### Project Description

The Trempealeau National Wildlife is located in western Wisconsin at the confluence of the Trempealeau and Mississippi Rivers north of Trempealeau Wisconsin. The refuge is isolated from the Mississippi and Trempealeau Rivers by a series of levees originally constructed in the 1800's to create farmland and for railroad right of way. Through the years water control structures, pumps, interior dikes and improved levees have been added to the refuge.

Levees known as the Marshland Levee was used to protect the physical buildings and keep access to the refuge open. During recent highwater events the levee did not overtop, but seepage was observed throughout sections of the levee and the side slopes of the dike failed in several locations and sloughed in others. In all, roughly 1,000 feet of the Marshland levee was damaged between September 23, 2014 and September 26, 2014. This study examined the stability of the slope and suggested means to repair and or reinforce the levee to stop future damage.

An emergency action plan was also suggested to have a plan in place in case of the levee failure.

### Project Elements

- Hydrology/Hydraulics
- Geotechnical Report
- Repair / Reinforcement Details
- Emergency Action Plan Information

# Big Hollow Flood Control Project

## Spring Green, Wisconsin

### Project Data

Cost  
\$3.2 Million

### Completion Year

2012

### Project Team

Project Manager  
■ Greg Jewell, PE, PLS

Design Engineer  
■ Todd Deibert, PE

Surveyor  
■ Wes Kraemer, PLS

Grant Administration  
■ Greg Jewell, PE, PLS



### Project Description

In response to the devastating flooding in 2008, the Town of Spring Green contracted with Jewell Associates Engineers to produce a study documenting the causes, extents and duration of the flooding and to recommend mitigation strategies to decrease the impact and damages in future flood events. The study was jointly funded by the Town of Spring Green, the Village of Spring Green and Sauk County.

The flooding in the Town of Spring Green was not typical in that it did not involve a river overtopping its banks. The flooding had two major components – elevated groundwater levels and the surface water runoff from a series of storm events that produced approximately 16 inches of rain in an eight-day period.

The study concluded with a series of prioritized recommendations developed to address future flood events in the Town. The study findings were used to establish the need for mitigation to funding agencies and to secure grants from FEMA (HMPG Section 404 grant), the Economic Development Administration and the Wisconsin Department of Commerce to construct the highest priority flood mitigation projects.

As a result, the Town of Spring Green contracted Jewell Associates Engineers to develop a comprehensive flood mitigation strategy. The top priority was to create a swale and outlet that would channel overland flows from the Big Hollow Watershed to the floodplain of the Wisconsin River.

Jewell engineers designed a two-mile swale to capture excessive run-off from the Big Hollow Watershed and direct it the Wisconsin River bottomlands. An innovative approach to impound floodwaters and release water over time was developed to reduce the size of the drainage conveyance systems and lower project costs. To fund the project, Jewell Associates funding specialists secured grants from the Economic Development Administration (EDA) of the U.S. Department of Commerce and the Wisconsin Department of Commerce that covered nearly 100% of the project cost. This rural township may have otherwise not been able to address its flooding problems. Project coordination was a critical and complex aspect of the Big Hollow Flood Control Project. Jewell Associates staff and Town of Spring Green officials worked diligently to get the support and cooperation of impacted landowners and agencies with jurisdiction over the proposed project.

### Client Contact

Dennis Polivka,  
Former Chairman  
Town of Spring Green  
608-335-3291

### Services

- Design & Survey
- Public Involvement
- Grant Procurement & Administration
- Agency/Utility/Railroad Coordination

# Black Earth Creek Dam Abandonment & Removal

## Mazomanie, WI

### Project Data

Project Cost  
\$500,000 est.

### Completion Year

2012

### Project Team

Project Director  
■ Greg Jewell, PE

Project Manager  
■ Todd Deibert, PE

Project Engineer  
■ Pat Boland, PE

Grant Specialist  
■ Don Greenwood

Surveyor  
■ Wes Kraemer



### Project Description

The Village of Mazomanie was under a Wisconsin Department of Natural Resources order to either reconstruct or remove a dam on Black Earth Creek. Jewell Associates wrote a successful grant application to the Wisconsin Department of Natural Resources to fully fund the removal of the dam.

The dam's primary function was to divert water into a former mill pond known as Lake Marion. The lake is a highly valued recreational asset to the community. Before the project could proceed, an acceptable and affordable alternative water supply for Lake Marion needed to be secured. A coalition of stakeholders was awarded a grant by Dane County to help fund a well and pump for the lake water supply and other improvements to Black Earth Creek and its environs.

The project involved an extensive public involvement process and coordination with numerous groups and agencies, including the Water Resources Management Practicum at UW-Madison, the Wolf Run Association, Trout Unlimited, the Black Earth Creek Association, the Town of Mazomanie, Dane County Land & Water Conservation, Wisconsin Department of Natural Resources, and the Wisconsin Historical Society.

In addition to the design for the removal of the dam and restoration of the creek channel near the dam site, Jewell Associates produced the Environmental Assessment for the project and design for the new water source for Lake Marion.

### Client Contact

Andy Morton,  
WDNR  
Lower Wisconsin  
River Basin  
Coordinator  
608-757-5063

### Services

- WDNR Permit Process
- Public Involvement
- Grant Applications & Admin.
- Dam Removal Design
- Stream Restoration Design
- Erosion Control
- Construction Administration
- Construction Inspection
- Hydrology/Hydraulics
- Agency Coordination
- Utility Coordination
- Bid Documents

# The Prairie & Madison Street Lift Station Design

## Spring Green, WI

### Project Data

Project Cost  
\$245,000

### Completion Year

2006

### Project Team

Project Manager  
■ Greg Jewell, PE

Project Engineer  
■ Ed Lilla, PE

Project Engineer  
■ Todd Deibert



### Project Description

The Prairie Subdivision is a 40-acre mixed use development on the northeast side of the Village of Spring Green. A duplex submersible lift station was designed to serve the development. To reach the existing sewer system, a 900-foot force main was installed by means of directional drilling under a state trunk highway. An analysis of potential future growth of the village and subsequent sanitary sewer connections was performed to determine the required future capacity of the lift station. The lift station was designed for a future peak flow capacity of 115 gpm. The control panel was equipped with a PLC and a directional antenna to integrate the lift station with an upgraded control system at the Spring Green Wastewater Treatment Facility. Engineers worked directly with the Village's SCADA system provider/programmer to ensure equipment compatibility.

The Madison Street reconstruction project included the replacement of the existing dry pit submersible lift station. It was constructed in the 1940s and consisted of two 9-foot by 6-foot concrete vaults with two 3 Hp pumps operating at a capacity of approximately 250 gpm. The decision to upgrade the lift station was primarily due to safety concerns. The configuration of the existing vaults required confined space entry for routine maintenance and cleaning, and the station was located within the pavement of Madison Street. The existing lift station structure and pumps also appeared to be oversized, based on observed pump operations and flow calculations. Engineers analyzed several alternatives to refurbish or replace and relocate the station, and replacement of the lift station was the selected alternative.

### Client Contact

Eugene Hausner  
Village President  
608-588-7788

The new lift station was designed as a submersible lift station with individual wet well and dry well structures. This allows for water jetting of the entire wet well structure to remove grease buildup without entering the vault. The lift station was designed with a pump capacity of 100 gpm. Engineers again worked directly with the Village's SCADA system provider/programmer to ensure equipment compatibility.

# STH 23/Winsted Street Storm Sewer

Spring Green, WI

## Project Data

Construction Cost  
\$ 1,600,000

## Completion

2005

## Project Team

Project Manager

- Fred Gruber

Project Engineer

- Todd Deibert
- Pat Boland
- Ellery Schaffer

## Award

2006 ACEC WI  
State Finalist  
Excellence in  
Engineering

## Client Contact

Eugene Hausner  
Village President  
608-588-7710



## Project Description

This project involved design services for a \$4 million roadway reconstruction of STH 23 through the Village of Spring Green. The total cost included \$1.6 million in storm sewer reconstruction with cost participation by the Village of Spring Green.

Hydraulic analysis of storm sewer inlets and piping was completed using WisDOT and FWHA methodology. Hydrologic modeling was completed using the *HydroCAD* computer model. The modeling was based on future improvements to the Village storm sewer system detailed in its Stormwater Management Plan. The design of the system incorporated up to 66-inch storm sewer to handle high flows and flat grade.

The storm sewer drains to a four-acre regional stormwater facility on Village property. The design incorporates a pre-treatment basin to filter trash and sediments, as well as a shallow marsh and deep pond environment within the pond itself. Coordination with stakeholders including local officials, WisDOT, WDNR and an aquatic biologist was critical to the project. Enhancement items such as pond aeration and wetland, wildflower, and tree planting were added to the pond design to improve aesthetics and provide for expansion of the municipal golf course and a nearby park.

## Services

- Hydrology & Hydraulic Modeling
- Large Diameter Storm Sewer Design
- Agency/Utility/Railroad Coordination
- Preliminary/ Final Plans
- Construction Oversight
- Public Involvement
- Aesthetic Enhancements
- Landscape Design
- Recreational Improvements
- Stormwater Retention
- Stormwater Pretreatment Basin

# Zander Farm Development Floodplain

Brewery Creek, Cross Plains, WI

## Project Data

Cost  
\$21,500\*

## Project Team

➤ Ryan Stenjem, PE



## Project Description

MARS-EOR analyzed the hydrology and hydraulics of Brewery Creek to develop preliminary flood plain maps. The study area extended from the northern limits of the Village of Cross Plains to approximately 1,500 ft upstream of Hwy P. The existing HEC-RAS Flood Insurance Study model of Brewery Creek was extended 2,500 feet to the northeast of the Village using cross sections developed from Survey and LiDAR data, as well as, detailed measurements of the Hwy P Crossing. Additionally, MARS-EOR evaluated the regulatory flood discharges used in the model, comparing them to independently calculated discharges for the watershed. Preliminary flood maps were drawn based on the calculated flood elevations. A Conditional Letter of Map Revision was submitted to FEMA for review. Upon acceptance of the CLOMR, the mapping will be used to define an environmental corridor and support the incorporation of the proposed Creek Crossing at St. Francis development into the Village. This work was completed as a subcontractor to D'Onofrio, Kottke & Associates for Creek Crossing at St. Francis, LLC. The project was completed consistent with the timeline and budget developed with the client.

\*COLOMR application fees not included

## Client Contact

Ron Klaas, DKA  
608.833.7530  
rklaas@donofrio.cc

# Kinnickinnic River I-94 to Becher Habitat Restoration

Milwaukee, WI

## Project Data

Cost  
\$354,240\*

## Project Team

- Nick Hayden, PE
- Rob Montgomery, PE
- Steve Gaffield, PE, CFM, PhD



Placement of Rootwad Composites

## Project Description

Description: MARS-EOR led development of a restoration plan and implementation of habitat improvements for the lower Kinnickinnic River for the Milwaukee Metropolitan Sewerage District (MMSD). This formerly dredged channel experiences frequent hypoxia blocking fish passage between the Milwaukee Harbor and upstream reaches. MARS-EOR conducted an aeration pilot study to evaluate long-term aeration options and developed a long-term restoration plan for the reach to improve habitat, increase flow velocities and improve dissolved oxygen levels. Steady and unsteady HEC-RAS models were used to inform oxygen sag modeling considering lake seiche activity, determine floodplain impacts of future channel reconstruction alternatives and to verify no-rise impact of smaller habitat feature placement. Habitat structures were installed in 2018, including root wads, in-stream boulders and riprap bank stabilization. Future actions may include channel reconstruction and implementation of an aeration system.

MARS-EOR is continuing this work for MMSD with an ongoing project looking at reducing flood risk along the project reach, both under current and future (reconstructed) conditions. The project is looking at a variety of alternatives including improving conveyance at several low bridge crossings, collecting and returning overflow downstream of bridges and/or floodproofing structures.

The project was completed on schedule and within the contract budget.

\* Included aeration study and habitat restoration design, permitting and support during construction.

## Client Contact

Courtney Allen  
Senior Project Manager  
Milwaukee Metropolitan  
Sewerage District  
260 W Seeboth Street  
Milwaukee, WI 53204  
414.225.2069  
callen@mmsd.com

# Kinnickinnic River I-94 to Becher Habitat Restoration

Milwaukee, WI



Potential channel reconstruction and habitat improvement alternative

# Pheasant Branch Creek Floodplain Modeling & Mapping

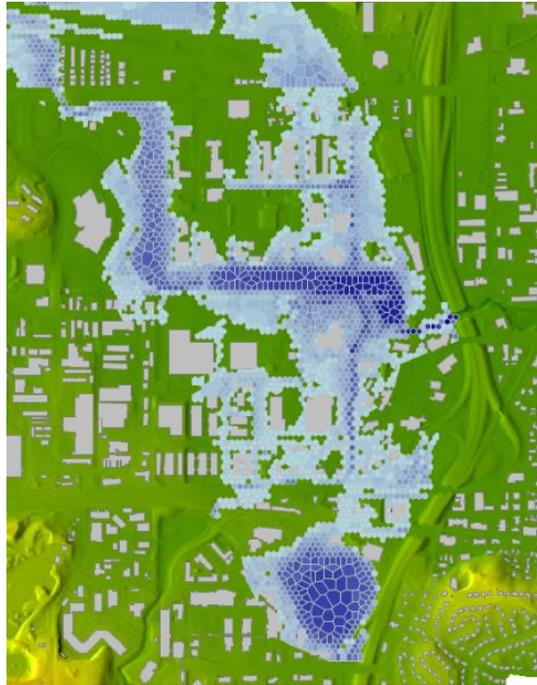
## Middleton, WI

### Project Data

Cost  
\$123,600

### Project Team

- Steve Gaffield, PE, CFM, PhD
- Nick Hayden, PE
- Evan Murdock, PhD



### Project Description

MARS-EOR is completing updated floodplain maps for Pheasant Branch Creek, because the City of Middleton felt the effective Flood Insurance Rate Maps do not accurately represent flood risk. The watershed was hit by a 1000-year flood in August 2018 that caused extensive damages, especially to businesses near the confluence of the North and South Forks. We constructed an integrated hydrologic and hydraulic model using the open-source EPA SWMM model with PCSWMM to aid model construction, calibration and results visualization. We calibrated the model to the August 2018 event, using spatially distributed NEXRAD radar data with bias correction at several rain gages. Two-dimensional modeling of complex flow paths of the flat landscape near the confluence agrees well with observed flooding and reported damages. Dr. Daniel Wright of the UW-Madison updated rainfall inundation-duration-frequency curves as a subconsultant to EOR, using recent radar data more representative of recent climate than NOAA Atlas 14 and statistical storm transposition. The resulting rainfall depths for the 100-year rainfall and other large events are about 15% larger than those listed in Atlas 14. This allowed the City to base floodplain maps on more representative rainfalls and better characterize risk. The floodplain maps will be introduced to the public in early 2020 and integrated into the City's risk management. The new SWMM model is also a tool that the City can use for ongoing floodplain and stormwater management in the watershed.

Final draft report and floodplain maps have been delivered to the City according to our agreed upon schedule and within the contract budget.

### Client Contact

Gary Huth  
Assistant Public Works  
Director / Assistant City  
Engineer  
City of Middleton  
7426 Hubbard Avenue  
Middleton, WI 53562  
608.821.8370  
ghuth@ci.middleton.wi.us



## **Section 8**

# **Present & Committed Workload**

## ***Present & Committed Workload***

### **Jewell Associates Engineers, Inc.**

<b>Project</b>	<b>Completion</b>	<b>Budget</b>	<b>Hours/Month</b>
STH 60, Richland County	9/1/2022	\$775,00	156
STH 128, St. Croix County	8/1/2023	\$127,470	120
STH 13, Douglas County	5/1/2022	\$166,600	120
CTH V, Sheboygan County	5/1/2022	\$105,372	80
STH 33, Sauk County	5/1/2022	\$105,372	80
2020 Street & Utility Projects, Spring Green	9/1/2020	\$265,000	80
Cardinal CG East Side Addition, Mazomanie	4/1/2020	\$225,000	160
Total			796
% of Spring Green Office Total Hours			22%

Key staff listed for this project from our Spring Green office have over 60% availability in January and 80% in February through April.

### **MARS-EOR**

<b>Project</b>	<b>Completion</b>	<b>Budget</b>	<b>Hours/Month</b>
Terravessa Plat Construction	4/1/2020	\$55,000	147
Commerce Park Drive Design and Construction	12/31/2020	\$160,000	107
Tomah Green Acres Floodway Mitigation Design	9/30/2020	\$24,000	22
Electric/Gas Distribution Permitting 2020	12/31/2020	\$350,000	292
Alliant Energy Subsation Scoping 2020	12/31/2020	\$60,000	45
ATC Substation Inspections 2020	10/31/2020	\$80,000	50
Village of Plover EPA Wetlands Grant	9/30/2022	\$125,000	50
Total			713
% of Cottage Grove Office Total Hours			26%

Key staff listed for this project from our Cottage Grove office have over 50% availability in January and 80% in February through April.



## **Section 9**

### **Exhibits A-D**

December 20, 2019

Mr. Bill Chang  
Village Administrator/Clerk  
Village of Cross Plains  
2417 Brewery Road  
Cross Plains, WI 54612

Re: Design and Engineering Services  
Village of Cross Plains Flood Control System Improvements  
Certificate of Insurance

Dear Administrator Chang,

Enclosed please find a current certificate of insurance to the Village of Cross Plains showing our current coverage.

In addition, you will find proof from our insurance carrier that we will be able to acquire the necessary limits of the required insurance if awarded the project.

If applicable, Jewell will require our subconsultants carry the same limits.

The Village of Cross Plains will be listed as an "Additional Insured" on the General Liability and Automobile Liability policies.

Please feel free to contact me with any questions or if you need additional information.

Sincerely,



Greg Jewell PE, PLS  
Chairman  
Jewell Associates Engineers Inc.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

- I. Supplier shall furnish Village with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
- A. **Workers Compensation and Employers' Liability** - Worker's Compensation statutory - in compliance with the Compensation law have the State and Employers' Liability insurance with a limit not less than \$ 100,000 each accident.
  - B. **Comprehensive or Commercial General Liability** with a minimum limit of \$2,000,000 per occurrence, \$6,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but is not limited to, the following coverage:
    - 1. Premises - Operations
    - 2. Products and Completed Operations
    - 3. Broad Form Property Damage
    - 4. Contractual

Personal Injury

If excavating, underground or collapse is involved the limits of liability stated above shall be changed to \$6,000,000.

If Asbestos is involved, the limits of liability stated above shall be changed to \$6,000,000.

- A. **Professional Liability** with a minimum limit of \$2,000,000 per injury/\$6,000,000 aggregate.
  - B. **Automobile Liability** with a minimum limit of \$2,000,000 per occurrence/\$6,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
    - 1. Owned Automobiles
    - 2. Hired Automobiles
    - 3. Non-Owned Automobiles
- II. The certificate shall list the **Certificate Holder and address as follows: Village of Cross Plains, Attn: Village Administrator/Clerk, 2417 Brewery Road, Cross Plains, WI53528.**
- III. Such insurance shall include under the **General Liability and Automobile Liability Policies** the Village of Cross Plains, its employees, elected officials, representatives, and members of its Boards and/or commissions and committees as "**Additional Insureds.**"
- IV. Such insurance shall include a **thirty (30) day notice to the Village prior to cancellation or material policy change.** The notice shall be given to Cross Plains Village Administrator/Clerk, 2417 Brewery Road, Cross Plains, WI 53528. **NOTE: Standard Cancellation Clause on a Certificate of Insurance is not acceptable.**
- V. Supplier shall require sub supplier; if applicable, to furnish identical Certificates of Insurance to the Village of Cross Plains prior to contract taking effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Johnson Insurance Madison, 525 Junction Road, Madison, WI 53717. CONTACT NAME: Elizabeth Gaida, PHONE: (608) 203-3897, FAX: (877) 254-8586, E-MAIL ADDRESS: egaida@johnsonfinancialgroup.com. INSURER(S) AFFORDING COVERAGE: CNA Insurance, NAIC #: 18313.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Professional Liabili.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Village of Cross Plains, Attn: Village Administrator/Clerk, 2417 Brewery Rd, Cross Plains, WI 53528. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

### A. Additional Insured When Required By Written Agreement

#### 1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

#### 2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **B. Additional Insured When Required By Written Agreement – Completed Operations**

### **1. Additional Insured – Completed Operations**

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

### **2. Limitations**

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **C. Primary And Noncontributory**

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

### **Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## **AUTO ADDITIONAL INSURED WRAP**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

#### **d. (1) Automatic Additional Insured – Primary And Noncontributory**

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” resulting from the ownership, maintenance or use of a covered “auto”, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

#### **(2) Blanket Lessor Additional Insured Provisions**

If the additional Insured is a lessor of a “leased auto”;

##### **(a) Coverage**

- i. Any “leased auto” that is a covered “auto” will be considered a covered “auto” you own and not a covered “auto” you hire or borrow.

For a covered “auto” that is a “leased auto” Who Is An Insured is changed to include as an “Insured” the lessor.

- ii. The coverages provided under this endorsement apply to any “leased auto” until the policy expiration date, or when the lessor or his or her agent takes possession of the “leased auto”, whichever occurs first.

##### **(b) Loss Payable Clause**

- i. We will pay, as interest may appear, you and the lessor for “loss” to a “leased auto”.
- ii. The insurance covers the interest of the lessor unless the “loss” results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

##### **(d) Additional Definition**

As used in this endorsement:

“Leased auto” means an “auto” leased or rented to you including any substitute, replacement or extra “auto” needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

**B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

# EXHIBIT B

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Jewell Associates Engineers, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
<input type="checkbox"/> C Corporation	
<input checked="" type="checkbox"/> S Corporation	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ► _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>560 Sunrise Drive</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>6</b> City, state, and ZIP code <b>Spring Green, WI 53588</b>	<b>Requester's name and address (optional)</b>
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	6		-	1	8	1	1	9	7	2

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>Quinn LaBatt</i>	Date ► <i>5/13/19</i>
------------------	--	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**EXHIBIT C**

**VENDOR'S CERTIFICATE OF COMPLIANCE**

**Village of Cross Plains**

**Request for Qualifications**

Design & Engineering Services for Village Flood Control System Improvements

**GENERAL:** This form must be completed in its entirety and submitted with vendor response to acknowledge that vendor meets or exceeds the minimum requirements.

**INSURANCE:** Vendor certifies that the company / individual is in compliance with, or is prepared to comply with the insurance requirements as detailed in the attached Exhibit A. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Cross Plains Village Administrator/Clerk within five (5) days of notification of award, the Village reserves the right to select another vendor.

**Acknowledgement of Insurance Requirements (Exhibit-A)** \_\_\_\_\_ (initials)

**TAXPAYER IDENTIFICATION NUMBER:** Vendor has reviewed and completed the Request for Taxpayer Identification Number (W-9 Form). **(Exhibit B)**

**Completed W-9 From Attached** \_\_\_\_\_ (initials)

**RECEIPT OF ADDENDUM:** Vendor acknowledges receipt and inclusion of Addendum number \_\_\_\_\_ through \_\_\_\_\_ . \_\_\_\_\_ (initials)

**DEBARRED CONTRACTORS:** Acknowledgement that the vendor is not on the State of Wisconsin Department of Workforce Development list of debarred contractors with the effective dates during this project: \_\_\_\_\_ (initials)

**EXCEPTIONS TO THE MINIMUM REQUIREMENTS:**

I hereby certify that all statements herein are made on behalf of:

Name of Company: Jewell Associates Engineers Inc. Contact Name: Greg Jewell, Chairman

Address: 560 Sunrise Drive, Spring Green, WI 53588 Phone Number: 608-588-7484

E-mail: greg.jewell@jewellassoc.com

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D  
REFERENCES**

Note: Specific project references are shown on each example project sheets. The below references are for long time clients that know our abilities and can speak about our work and service.

**Reference 1:**

Name of Company or Vendor      Village of Spring Green  
154 N. Lexington Street  
P.O. Box 158  
Spring Green, WI 53588

Contact Name:                      Eugene Hausner, Village President  
608-588-7780

Relevant Project Name              Village Engineer    Years of Service   27

**Reference 2:**

Name of Company or Vendor      Crawford County Highway Department  
21515 W-27  
Seneca, WI 54654

Contact Name:                      Dennis Pelock, Past Highway Commissioner  
608-306-4036  
Email: [pelock@centurytel.net](mailto:pelock@centurytel.net)

Relevant Project Name              Various Projects - Engineer    Years of Service   27

**Reference 3:**

Name of Company or Vendor      Iowa County Highway Department  
1215 N. Bequette Street  
Dodgeville, WI 53533

Contact Name:                      Craig Hardy, Highway Commissioner  
608-935-0372  
Email: [craig.hardy@iowacounty.org](mailto:craig.hardy@iowacounty.org)

Relevant Project Name              Various Projects - Engineer    Years of Service   27



## **Section 10**

### **Fees**

**Jewell Associates Engineers, Inc.**  
**Billing Rates Schedule**  
**As of January 1, 2019**

<u><b>Employee Classification</b></u>	<u><b>Hourly Billing Rate</b></u>
Senior Principal	\$180.00
Senior Structural Engineer	\$160.00
Principal	\$155.00
Senior Project Manager	\$140.00
Project Manager Construction Manager	\$120.00
Senior Engineer Senior Architect	\$110.00
Staff Engineer Staff Architect	\$105.00
Professional Land Surveyor	\$100.00
Interior Designer	\$95.00
Engineer-In-Training Survey Technician Construction Observer	\$85.00
Engineering Technician Architectural Technician	\$80.00
Accountant Grant Specialist	\$125.00
Administrative/Clerical	\$60.00
<u><b>Reimbursable Expenses</b></u>	<u><b>Cost per Unit</b></u>
Copies – Black & White (up to 11”x17”)	\$.10/sheet
Copies – Color (up to 11”x17”)	\$.25/sheet
Large Format Copies (24”x36”)	\$3.00/sheet
Mileage – Company or Personal Vehicle	IRS Rates
Travel Expenses – Meals and Lodging	\$125.00/day
Postage, Outsourced Printing, Supplies, Subconsultants	At cost
Nuclear Density Meter	\$125.00/day

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1 .....	\$101.00
Professional 2 .....	\$127.00
Professional 3 .....	\$151.00
Professional 4 .....	\$172.00
Technician 1 .....	\$73.00
Technician 2 .....	\$89.00
Technician 3 .....	\$108.00
Principal Partner .....	\$208.00
Support Staff .....	\$69.00

**Professionals:**

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

**Technicians:**

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

**Principal Partners:**

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

**Support Staff:**

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

**Additional Notes:**

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

(\*) Rates reviewed and adjusted on an annual basis.