

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, December 12, 2016
7:00 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 November 28, 2015.
 2. Total Disbursements from 11/23/2016 through 12/07/2016 in the amount of \$344,795.82 as follows:
 - 110 – General Fund: \$66,655.69
 - 120 – Capital Fund: \$235,413.90
 - 130 – Library Fund: \$1,848.15
 - 140 – Parks/Rec Fund: \$2,333.11
 - 150 – Debt Service Fund: \$0.00
 - 310 – TID Fund: \$0.00
 - 660 – Water Fund: \$8,571.76
 - 670 – Sewer Fund: \$29,973.21
 3. Approval of an Operator’s (Bartender’s) License for Abby L. Johnson.
 4. Approve successor agreement between the Village of Cross Plains and the Cross Plains Police Department WPPA effective January 1, 2017 to December 31, 2019.
 5. Approval of invoices Moll Construction #2 and Parisi Construction #2 for Glacier Ridge Subdivision per development agreement.
 6. Approval of resolution #22-2016 granting the Village Administrator/Clerk the authority to authorize up to \$50,000 aggregate credit card limit to Village employees.

IV. Report of Village Officers

1. Village President
2. Village Administrator/Clerk
 - a. Discussion and direction regarding Village Board tablet quote from Mahoney Network Solutions, LLC.
3. Miscellaneous Trustee Reports

V. Committee/Commission Recommendations

1. Plan Commission
 - a. Discussion and action regarding Resolution #21-2016 authorizing a Conditional Use Permit for Incredible Cars LLC as a Vehicle Sales use located at 2563 Main Street.
2. Parks/Recreation Committee
 - a. Discussion and action regarding Ordinance #08-2016 to repeal Section 72.03(d) and (n) and to recreate section 72.03(d) of the Village of Cross Plains Code of Ordinances regarding Pets in Public Parks and Open Space Areas.

VI. General Business

1. Presentation by Kalscheur Implement Co. Inc., regarding their Tax Increment Financing (TIF) Application #2016-02 for redevelop of properties located at 1113 Main Street, 2109 Water Street, and 2106 Market Street.
2. Public comment regarding TIF Application #2016-02 for redevelop of properties located at 1113 Main Street, 2109 Water Street, and 2106 Market Street from Kalscheur Implement Co. Inc.
3. Discussion and action regarding request for a 1 year extension of Pre-annexation Agreement between Sundance Development LLC and the Village of Cross Plains.

VII. Closed Session

1. The Village Board will meet in Closed Session pursuant to the following:
 - a. 19.85(1)(e) of Wisconsin Statutes to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding TIF Application #2016-02 for redevelop of

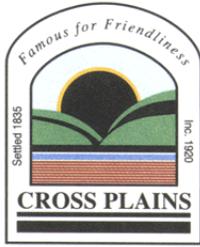
properties located at 1113 Main Street, 2109 Water Street, and 2106 Market Street from Kalscheur Implement Co. Inc.

- b. 19.85(1)(c) of Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility:
 - i. 2017 Merit Pay Plan for Village Employees.
 - ii. 2017 Performance Evaluation of the Village Administrator/Clerk.

- 2. Reconvene into Open Session: To take action, if appropriate, concerning the item(s) discussed in Closed Session.

VIII. 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 cstene@cross-plains.wi.us



Village of Cross Plains
PO Box 97, 2417 Brewery Road
Cross Plains, WI 53528
Phone: (608) 798-3241 ext. 105
Fax: (608) 798-3817

Memorandum

To: Village Board of Trustees
From: Caitlin Stene, Village Administrator/Clerk
Date: December 6, 2016
Re: Village Board Meeting – **December 12, 2016**

III. Consent Agenda

1. Minutes of regular meeting held November 28, 2016. – For approval.

2. Total Disbursements from 11/23/2016 through 12/07/2016 in the amount of \$344,795.82 broken down as follows – For approval.

- 110 – General Fund: \$66,655.69
- 120 – Capital Fund: \$235,413.90
- 130 – Library Fund: \$1,848.15
- 140 – Parks/Rec Fund: \$2,333.11
- 150 – Debt Service Fund: \$0.00
- 310 – TID Fund: \$0.00
- 660 – Water Utility Fund: \$8,571.76
- 670 – Sewer Fund: \$29,973.21

3. Approval of an Operator’s (Bartender’s) License for Abby L. Johnson – For approval.

4. Approval of successor agreement between the Village of Cross Plains and the Cross Plains Police Department WPPA effective January 1, 2017 to December 31, 2019. – The current Village WPPA union agreement expires on December 31, 2016. The Village has been engaging in negotiations with the Union since summer and we have reached a tentative agreement for a successor agreement. Included in your packet is the tentative agreement document and the proposed 2017-2019 contract.

The successor agreement includes the following proposed changes:

- Article 5, Grievance Procedure, Section 5.01, Step 2: This is a language clean-up to the grievance procedure replacing the “Police Committee” with the “Village Administrator/Clerk”.
- Article 5, Grievance Procedure, Section 5.04: This is language clean-up to the contract language replacing “Village Board (or Police Committee)” with “Employer”.
- Article 19, Section 19.02: Deletion of contract language no longer relevant.

- Article 22, Section 22.01: Deletion of contract language no longer relevant.
- Article 31, Section 31.01: Language changes to reflect the 3-year contract agreement being proposed.
- Appendix B – Wage:
 - 2017 – 2.5% effective the first day of the first full pay period following 1/1/2017
 - 2018 – 1.0% effective the first day of the first full pay period following 1/1/2018
 - 2018 – 1.0% effective the first day of the first full pay period following 7/1/2018
 - 2019 – 1.0% effective the first day of the first full pay period following 1/1/2019
 - 2019 – 1.0% effective the first day of the first full pay period following 7/1/2019

5. Approval of invoices Moll Construction #2 and Parisi Construction #2 for Glacier Ridge Subdivision per development agreement. – The Village received a second request for payment from D’Onofrio Kottke and Associates, Inc. dated 10/04/2016 which was never approved by the Village Board. This request is for shared costs in the development of Glacier Ridge. The payment request has been review by staff and is presented for approval.

6. Approval of resolution #22-2016 granting the Village Administrator/Clerk the authority to authorize up to \$50,000 aggregate credit card limit to Village employees. – The State Bank of Cross Plains, the Village’s bank, needs a resolution passed by the Village Board which gives the Administrator/Clerk the authority to issue credit cards to Village employees. This resolution is included in the packet and is recommended for approval.

IV. Reports of Village Officers

2. Village Administrator/Clerk-Treasurer

a. Discussion and action regarding Village Board tablet quote from Mahoney Network Solutions, LLC. – Upon the request of the Board we are in receipt of quote from our IT consultant, Pat Mahoney, for outfitting the Village Board with tablets. It is envisioned that these tablets would be used for meeting packet distribution, distribution of other village materials, and for official village business. The quote includes the purchase of 8 tablets (one for each Board member and one additional for staff), 8 Microsoft office subscriptions, 8 Surface Keyboard covers to protect the devices, adding an additional wireless access to the Board Room at Village Hall, and labor. The total quote is for \$13,327. Staff proposes using funds from the 2016 contingency budget for this purchase. The current balance of the contingency fund is \$41,500. At this time the only other known expense for the contingency fund is the purchase and installation of a new front door for Village Hall, which is estimated to cost \$3,500 (includes materials and labor).

In addition to the tablets, it is also recommended that each Board member be issued a village email address for village-business and access to One Drive for packet distribution. Each email subscription is \$5 a month, a total of \$35 for all Board

members. The yearly expense for email addresses would be \$420. It is proposed for 2017 that the expenses for the email addresses be absorbed in the current Village Board budget under line items "Support Services" and "Supplies" (each budgeted at \$250, totaling \$500). In 2018, if this proposal is approved, we will add a technology line items to the Village Board budget for the email address subscription cost.

V. Committee / Commission Recommendations

1. Plan Commission

a. *Discussion and action regarding Resolution #21-2016 authorizing a Conditional Use Permit for Incredible Cars LLC as a Vehicle Sales use located at 2563 Main Street – A request has been made for a Conditional Use Permit for the expansion of the pavement at 2563 Main Street. This address received a CUP in June 2015 for operating a Vehicle Sales business, the proposal continues this use on the property. A public hearing was held on this request by the Plan Commission on December 5th followed by their review and recommendation. The Plan Commission is recommending approval of the request subject to conditions detailed in the meeting minutes. Included within your packet is the Staff Report including various appendices reviewing the project against relevant sections of the code. Concurrence with the Plan Commission's recommendation must come in the form of a resolution included within your packets for consideration.*

2. Parks/Recreation Committee

a. *Discussion and action regarding Ordinance #08-2016 to repeal Section 72.03(d) and (n) and to recreate section 72.03(d) of the Village of Cross Plains Code of Ordinances regarding Pets in Public Parks and Open Space Areas. – The Parks/Recreation Committee recommends approval of this ordinance. Mike Axon, Parks and Recreation Director, will be in attendance at the meeting to answer any questions regarding the proposed change. In general, the proposed ordinance repeals current language regarding pets in Village parks and replaces it with more detailed regulations. Included in the proposed ordinance is language stating where pets are allowed in the parks, leash length, no at large running, waste pick-up, and the displaying of current rabies and registration tags. Staff recommends approval of this ordinance.*

VI. General Business

1. Consideration of TIF Redevelopment Project Application #2016-2 by Kalscheur Implement Co. Inc. to redevelop the properties located at 113 Main Street, 2109 Water Street, and 2106 Market Street. – The Village is in receipt of a request from Kalscheur Implement Co. Inc. for Tax Increment Finance public assistance for their proposed redevelopment project. Included within your packet for the December 12th meeting is a request for \$425,000 in Tax Increment Financing assistance to help implement the project. The end result would be a \$2,515,400

post-improvement value far exceeding the properties current value of \$456,000. The TIF request represents 17% of total construction cost (20% max) and will be matched by 3.2% of equity (15% min) with the remainder (79.8%) offset by a private loan. Glen Wipperfurth will provide a presentation regarding his application, public input will be requested, and then the board will consider the application in closed session.

2. **Public comment regarding TIF Application #2016-02 for redevelop of properties located at 1113 Main Street, 2109 Water Street, and 2106 Market Street from Kalscheur Implement Co. Inc.** – While a public hearing is not required, it is customary to request public input regarding all TIF Applications to be used as part of the board’s review.
3. **Discussion and action regarding request for a 1 year extension of pre-annexation agreement between Sundance Development LLC and the Village of Cross Plains.** – The Village received a request from Kyo Ladopoulos, the developer of Sundance, to extend the current pre-annexation agreement 1 year which would set its expiration as December 31, 2017. The current pre-annexation agreement is set to expire on December 31, 2016. No language changes are proposed, only the 1 year extension. Included in your packet is a memo from Village Planner, Mike Slavney, providing a brief description of the Village’s Extraterritorial Powers and his thoughts regarding the development.

VII. Closed Session

1. **The Village Board will meet in Closed Session pursuant to the following:**
 - a. *19.85(1)(e) of Wisconsin Statutes to deliberate or negotiate 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, specifically regarding the proposed use of Tax Increment Financing for the redevelopment of 1113 Main Street, 2109 Water Street, and 2106 Market Street.*
 - b. *19.85(1)(c) of Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility:*
 - i. *2017 Merit Pay Plan for Village Employees*
 - ii. *2017 Performance Evaluation of the Village Administrator/Clerk-Treasurer.*
2. **Reconvene into Open Session:** To take action, if appropriate, concerning the item(s) discussed in Closed Session.

Village Board

Regular Meeting Minutes

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

Monday, November 28, 2016

7:00 pm

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

President Andreoni called the regular Village Board meeting to order at 7:00 pm.

Present: Trustees William Brosius, Judy Ketelboeter, Steve Schunk, Lee Sorensen, Jay Lengfeld, Clifford Zander, and President Pat Andreoni.

Also Present: Bobbi Zauner, Mike Axon, Jerry Gray, Pam Bosben and Tom Janssen

II. Public Comment – None.

III. Consent Agenda – A motion was made by Trustee Brosius, seconded by Trustee Sorensen, and unanimously carried by the Village Board to adopt the consent agenda as follows:

1. Minutes of regular meeting held on October 24, 2016 and special meetings held on September 19, 2016, November 7, 2016, and November 14, 2016.

2. Total Disbursements from 10/19/2016 through 11/23/2016 in the amount of \$354,546.74 as follows:

- 110 – General Fund: \$139,005.09
- 120 – Capital Fund: \$116,598.79
- 130 – Library Fund: \$12,036.83
- 140 – Parks/Rec Fund: \$16,883.47
- 150 – Debt Service Fund: \$27,035.00
- 310 – TID Fund: \$95.00
- 660 – Water Fund: \$12,619.22
- 670 – Sewer Fund: \$30,273.34

3. Approval of an Operator's (Bartender's) License for Dawn M. Ring.

4. Approval of a Honeybee License for Paul Pritchard located at 7008 Laufenberg Blvd.

5. Approval of invoices Moll Construction #3 and Parisi Construction #3 for Glacier Ridge Subdivision per development agreement.

6. Approval of Madison Gas and Electric Company underground electrical easement for Village-owned property located at 1904 Pats Place.

IV. Report of Village Officers

1. **Village President**

- a. Discussion and action on the appointment of Mark Mirkes to the Library Board. A motion was made by Trustee Ketelboeter, seconded by Trustee Schunk, and unanimously carried by the Village Board to appoint Mary Mirkes to the Library Board.
- b. President Andreoni discussed the upcoming vacancy on the Plan Commission and requested that Board members share with him the names of individuals they feel would be interested in serving on the Commission.

2. **Village Administrator / Clerk**

- a. Village Board discussed and agree to hold their regular December board meeting on Monday, December 12th, 2016.
- b. Nomination papers and packets were placed at the seats of the three Trustees and the Village President who are all up for re-election in April 2017. Nomination papers can be circulated starting on Thursday, Dec. 1st, the deadline to file is Tuesday, January 3rd. Current incumbents not seeking re-election were asked to submit their declaration of noncandidacy by December 23rd, 2016. Nomination papers and packets are available at Village Hall for all residents interested in running for the Village Board.
- c. An updated was given regarding the Presidential recount. All election materials are to be submitted to the Dane County Clerk by Wednesday at 4:30 pm for the recount to start on Thursday, December 1st. The recount must be completed by December 12th, 2016.

V. General Business

1. **PUBLIC HEARING for the 2017 Budget** – Public hearing for the 2017 was opened at 7:15 pm.
 - a. No comments were made or received.

Public Hearing regarding the 2017 Budget was closed at 7:16 pm.

2. **Discussion and action regarding the 2016 Budget as follows:**

- a. General Fund – no additional discussion was had on this fund.
- b. Capital Fund – Administrator provided an update on the changes to the capital budget since last meeting. These changes included: a plan to apply \$14,000 of police department 2016 carryforward as cash towards the new squad car; reduction in the cost of the snow maintenance machine to \$48,500; addition of a wood chipper to the capital budget; and further refinement of the funding needed for the completion of the north section of the Zander Park Trail. A discussion was had regarding each of these items. All were agreed to be included in the 2017 budget as presented by staff.
- c. Library Fund – no additional discussion was had on this fund.
- d. Parks/Recreation Fund – no additional discussion was had on this fund.
- e. Debt Service Fund – no additional discussion was had on this fund.
- f. Tax Increment District Fund – no additional discussion was had on this fund.
- g. Water Utility – no additional discussion was had on this fund.
- h. Sewer Fund – no additional discussion was had on this fund.

- i. *Resolution #20-2016 setting the 2016 payable 2017 Tax Levy and adopting the 2017 Budget* – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Schunk, and unanimously carried by the Village Board to approve Resolution #20-2016 setting the 2016 payable 2017 Tax Levy and adopting the 2017 Budget.

VI. Adjournment

A motion was made by Trustee Ketelboeter, seconded by Trustee Schunk, and unanimously carried by the Village Board to adjourn the meeting at 7:41 pm.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,

Caitlin Stene
Village Administrator/Clerk

12/08/2016 8:00 AM

Check Register - Full Report - ALL

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ACCT

ALL FUNDS

Dated From: 11/23/2016 From Account:

Thru: 12/07/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
42318	11/23/2016	MADISON GAS & ELECTRIC	
		Electric Bill	
			Manual Check
140-00-55200-203-000		UTILITIES	233.59
		Total	233.59
42329	11/29/2016	Elizabeth Bakken	
		Rec. Instructor	
			Manual Check
140-00-55300-207-000		SUPPORT SERVICES	180.00
		Total	180.00
42330	11/29/2016	Terri Z. Buechner	
		Yoga Instructor	
			Manual Check
140-00-55300-207-000		SUPPORT SERVICES	120.00
		Total	120.00
42331	11/29/2016	REGISTRATION FEE TRUST	
		Temp. Plate, Ref. Receipt #22156	
			Manual Check
110-00-26111-000-000		MISCELLANEOUS COLLECTIONS	3.00
		Total	3.00
42332	11/30/2016	DANE COUNTY TREASURER	
		Court Fines & Assessments	
			Manual Check
110-00-45110-000-000		COURT PENALTIES & COSTS	190.00
		Total	190.00
42333	11/30/2016	State of Wis.-Court Fines & Surcharges	
		Court Fines & Assessments	
			Manual Check
110-00-45110-000-000		COURT PENALTIES & COSTS	582.40
		Total	582.40
42334	12/07/2016	DANE COUNTY TREASURER 2	
		Dog Licenses	
			Manual Check
110-00-51410-399-000		MISCELLANEOUS	445.00
		Total	445.00

12/08/2016

8:00 AM

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ALL FUNDS

Dated From: 11/23/2016

From Account:

Thru: 12/07/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
42335	12/07/2016	SOUTH CENTRAL LIBRARY SYSTEM Supplies, Technology	
130-00-55110-302-000		TECHNOLOGY Invoice #16-797	366.00
130-00-55110-304-105		SUPPLIES - GENERAL	233.84
Total			599.84
42336	12/07/2016	TERRY'S PIGGLY WIGGLY Supplies, Account #455	
130-00-55110-304-105		SUPPLIES - GENERAL	15.26
Total			15.26
42337	12/07/2016	BAKER & TAYLOR, INC. Books	
130-00-55110-304-101		SUPPLIES - BOOKS Invoice #2032464764	90.13
Total			90.13
42338	12/07/2016	Maintenance Services of Madison, Inc. Janitorial Services, Invoice #3591	
130-00-51600-207-000		SUPPORT SERVICES	649.12
110-00-51600-207-000		SUPPORT SERVICES	216.38
Total			865.50
42339	12/07/2016	Ingram Library Services Books	
130-00-55110-304-101		SUPPLIES - BOOKS Invoice #95713880	20.09
Total			20.09
42340	12/07/2016	MIDWEST TAPE Audiovisual	
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL Invoice #94533102	9.99
Total			9.99

12/08/2016

8:00 AM

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ALL FUNDS

Dated From: 11/23/2016

From Account:

Thru: 12/07/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
42341	12/07/2016	WEAVER AUTO PARTS Parts & Supplies	
110-00-53300-305-101		MAINTENANCE - VEHICLE Invoice #06IN016646	8.40
140-00-55200-305-000		MAINTENANCE Invoice #06IN016750	1.70
110-00-53300-305-101		MAINTENANCE - VEHICLE Invoice #06IN016800	20.96
110-00-53300-305-101		MAINTENANCE - VEHICLE Invoice #06IN017046	13.80
110-00-53300-305-101		MAINTENANCE - VEHICLE Invoice #06IN017188	37.60
110-00-53300-301-000		EQUIPMENT Invoice #06IN017196	89.99
110-00-53300-305-101		MAINTENANCE - VEHICLE Invoice #06IN017241	16.10
140-00-55200-304-000		SUPPLIES Invoice #06IN016549	10.20
140-00-55420-304-000		SUPPLIES Invoice #06IN016611	6.80
140-00-55200-304-000		SUPPLIES Invoice #06IN017044	6.80
140-00-55200-304-000		SUPPLIES Invoice #06IN016405	40.80
110-00-52100-304-000		SUPPLIES Invoice #06IN016554	17.83
Total			270.98
42342	12/07/2016	Fire Inspection Services, Inc. Inspections, Invoice #181	
110-00-52200-305-000		MAINTENANCE	2,880.00
Total			2,880.00
42343	12/07/2016	US CELLULAR Cellular Phone Service	
140-00-55200-202-000		COMMUNICATION	100.00
110-00-53300-202-000		COMMUNICATION	152.43

12/08/2016 8:00 AM

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Dated From: 11/23/2016 From Account:
Thru: 12/07/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
660-00-53700-601-200		OPERATION - EXPENSE	152.44
670-00-51600-202-000		COMMUNICATION	152.44
Total			557.31

42344 12/07/2016 Securian Financial Group, Inc.
Life Insurance

110-00-21345-000-000		EMPLOYEE ADDITIONAL LIFE	247.83
110-00-21346-000-000		EMPLOYEE SUPPLEMENTAL LIF	85.01
110-00-21347-000-000		EMPLOYEE SPOUSE/DEP.LIFE	10.50
110-00-51430-176-000		LIFE INSURANCE	13.91
110-00-52100-176-000		LIFE INSURANCE	57.05
110-00-53300-176-000		LIFE INSURANCE	66.41
140-00-51430-176-000		LIFE INSURANCE	8.22
130-00-51430-176-000		LIFE INSURANCE	69.97
660-00-51400-926-000		EMPLOYEE BENEFITS	21.90
670-00-53610-176-000		LIFE INSURANCE	31.66
Total			612.46

42345 12/07/2016 WISCONSIN PROFESSIONAL POLICE ASSOCIATION
Union Dues, #55

110-00-21350-000-000		UNION DUES - POLICE	124.50
Total			124.50

42346 12/07/2016 HD Supply Waterworks, Ltd.
Supplies, Invoice #G343929

660-00-53700-676-000		MAINTENANCE OF METERS	300.00
Total			300.00

12/08/2016 8:00 AM

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ALL FUNDS

Dated From: 11/23/2016 From Account:

Thru: 12/07/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
42347	12/07/2016	UNITED LABORATORIES Pond Restorer,Lift-Zyme WWT,Fluid	
670-00-53610-307-000		SYSTEM MAINTENANCE Invoice #INV172572	863.88
670-00-53610-307-000		SYSTEM MAINTENANCE Invoice #INV173782	2,444.86
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #INV173958	269.68
		Total	3,578.42
42348	12/07/2016	Johnson Inspection LLC Building Inspections, Invoice #623	
110-00-52400-207-000		SUPPORT SERVICES	1,734.75
		Total	1,734.75
42349	12/07/2016	TOWN & COUNTRY SANITATION Garbage & Recycling Pickup	
110-00-53620-207-001		GARBAGE COLLECTION Account #4176	9,150.00
110-00-53620-207-002		RECYCLING COLLECTION	3,965.00
		Total	13,115.00
42350	12/07/2016	Immaculate Cleaning, Inc. Cleaning Services, Invoice #5530	
110-00-51600-207-000		SUPPORT SERVICES	343.75
		Total	343.75
42351	12/07/2016	Agsources Cooperative Services Testing	
670-00-53610-207-000		SUPPORT SERVICES Account #1211603	1,165.00
		Total	1,165.00
42352	12/07/2016	L.W. ALLEN, LLC Flange Gasket	
670-00-53610-305-000		GENERAL MAINTENANCE Invoice #102352	113.84

12/08/2016

8:00 AM

Check Register - Full Report - ALL

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ALL Checks

ACCT

ALL FUNDS

Dated From: 11/23/2016

From Account:

Thru: 12/07/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			113.84
42353	12/07/2016	Fort Bend Services, Inc. Supplies, Invoice #0205879-IN	
670-00-53610-304-000		SUPPLIES	2,544.48
Total			2,544.48
42354	12/07/2016	NORTH CENTRAL LABORATORIES Supplies, Invoice #381830	
670-00-53610-304-000		SUPPLIES	370.30
Total			370.30
42355	12/07/2016	DRS LIMITED Municipal Driveway Mix, Invoice #036628	
660-00-53700-675-000		MAINTENANCE OF SERVICES	275.31
Total			275.31
42356	12/07/2016	Stopplesworth Plumbing, Inc. Water Lateral, Invoice #30990	
660-00-53700-675-000		MAINTENANCE OF SERVICES	1,228.02
Total			1,228.02
42357	12/07/2016	Red Cross Store Supplies	
110-00-53300-304-101		SUPPLIES - GENERAL	14.33
Total			14.33
42358	12/07/2016	John Deere Financial Parts, Account #70107-40595	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT	59.97
Total			59.97
42359	12/07/2016	Kimball Midwest Wheel, Brush, Terminal, Nut, Washer	
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #5269095	128.98

12/08/2016

8:00 AM

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ALL FUNDS

Dated From: 11/23/2016

From Account:

Thru: 12/07/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			128.98
42360	12/07/2016	Midwest Trailer Sales Lamp, Invoice #1083378-00	
110-00-53300-305-101		MAINTENANCE - VEHICLE	152.54
Total			152.54
42361	12/07/2016	Mounds Creek Farms LLC Work on East Gateway Sign	
110-00-53300-399-000		MISCELLANEOUS	780.00
Total			780.00
42362	12/07/2016	Mid-State Equipment Parts, Customer #VICRP001	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT	260.65
Total			260.65
42363	12/07/2016	Junior Library Guild Books, Invoice #342136	
130-00-55110-304-101		SUPPLIES - BOOKS	168.75
Total			168.75
42364	12/07/2016	ALTERNATIVE COPIER Copy Machine Lease	
130-00-55110-304-105		SUPPLIES - GENERAL	225.00
Total			225.00
42365	12/07/2016	Graham Anderson Rec. Program Refund	
140-00-46725-000-000		RECREATION	75.00
Total			75.00
42366	12/07/2016	US CELLULAR Cellular Phone Service	
110-00-52100-202-000		COMMUNICATION	67.50

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From Account:

Thru: 12/07/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			67.50
42367	12/07/2016	BADGER SPORTING GOODS Shirts, Jacket, Invoice #AAJ006394-AJ01	
110-00-13911-000-000		ACCOUNTS RECEIV-MISC.	132.00
Total			132.00
42368	12/07/2016	Wisconsin Park & Recreation Association Memberships	
140-00-55300-205-000		MEETINGS Invoice #1563-17	130.00
140-00-55200-205-000		MEETINGS Invoice #217-17	130.00
Total			260.00
42369	12/07/2016	Baer Insurance Services, LLC Equipment Breakdown Insurance	
110-00-51540-209-000		INSURANCE Invoice #60818	1,724.45
660-00-51400-924-000		PROPERTY INSURANCE	397.95
670-00-53610-209-000		INSURANCE	530.60
Total			2,653.00
42370	12/07/2016	Herrick & Kasdorf, LLP Legal Fees, Account #31744-0000I	
110-00-51410-208-000		LEGAL FEES	738.00
Total			738.00
42371	12/07/2016	Office Depot Office Chair	
110-00-51410-301-000		EQUIPMENT Invoice #875523493001	99.99
Total			99.99
42372	12/07/2016	AlphaGraphics Newsletter, Invoice #22914	

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Thru Account:

Check Nbr	Check Date	Payee	Amount
110-00-51100-206-000		PRINTING	1,302.71
		Total	1,302.71
<hr/>			
42373	12/07/2016	LANGE ENTERPRISES, INC. House Numbers, Invoice #60236	
110-00-52400-207-000		SUPPORT SERVICES	81.29
		Total	81.29
<hr/>			
42374	12/07/2016	Municipal Property Insurance Company Insurance, Invoice #30389	
110-00-51540-209-000		INSURANCE	14,219.40
660-00-51400-924-000		PROPERTY INSURANCE	3,281.40
670-00-53610-209-000		INSURANCE	4,375.20
		Total	21,876.00
<hr/>			
42375	12/07/2016	DANE-IOWA WASTEWATER Wastewater Treatment Charges	
670-00-53610-207-000		SUPPORT SERVICES Invoice #2603	714.50
670-00-53630-207-000		SUPPORT SERVICES Invoice #2601	14,828.05
		Total	15,542.55
<hr/>			
42376	12/07/2016	Dain Ziegler Reimbursement for Keys	
110-00-53300-304-101		SUPPLIES - GENERAL	6.75
		Total	6.75
<hr/>			
42377	12/07/2016	TERRY'S PIGGLY WIGGLY Paper Towels, Food for Election	
110-00-51440-304-000		SUPPLIES Account #310	113.73
110-00-51410-304-000		SUPPLIES	7.89
		Total	121.62

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Thru: 12/07/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
42378	12/07/2016	News Publishing Company	
		Public Notices	
110-00-51410-206-000		PRINTING	257.30
		Account #99101876	
110-00-56400-207-101		SUPPORT SERVICES - GENERAL	15.39
		Total	272.69
42379	12/07/2016	Grainger	
		Telephone Wire, Pump	
660-00-53700-676-000		MAINTENANCE OF METERS	467.95
		Account #828404301	
		Total	467.95
42380	12/07/2016	CHARTER COMMUNICATIONS	
		Internet Service	
110-00-51600-202-000		COMMUNICATION	146.96
		Total	146.96
42381	12/07/2016	CAPITAL COMPUTER	
		Toner Cartridges, Invoice #61825	
110-00-52100-304-000		SUPPLIES	474.00
		Total	474.00
42382	12/07/2016	Complete Office of Wisconsin	
		Office Supplies, Invoic #700668	
110-00-51410-304-000		SUPPLIES	95.90
		Total	95.90
42383	12/07/2016	Parisi Construction Co, Inc.	
		Glacier Ridge Reimbursement	
120-00-57300-805-105		INFRASTRUCTURE - MILITARY RD	199,239.30
		Total	199,239.30
42384	12/07/2016	Moll Construction, Inc	
		Glacier Ridge Reimbursment	
120-00-57300-805-105		INFRASTRUCTURE - MILITARY RD	36,174.60

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Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			36,174.60
42385	12/07/2016	Associated Appraisal Consultants Inc. Assessor Services, Invoice #122984	
110-00-51530-207-000		SUPPORT SERVICES	776.99
Total			776.99
42386	12/07/2016	Lisa M. Davis Cleaning Services	
110-00-52100-207-000		SUPPORT SERVICES	150.00
Total			150.00
42387	12/07/2016	US CELLULAR Cellular Phone Service	
110-00-52100-202-000		COMMUNICATION	43.19
Total			43.19
42388	12/07/2016	Lee Recreation LLC Engineered Wood Fiber	
140-00-55200-305-000		MAINTENANCE Invioce #10991-16	1,200.00
Total			1,200.00
42389	12/07/2016	CHARTER COMMUNICATIONS Internet Service	
110-00-52100-202-000		COMMUNICATION	144.99
Total			144.99
42390	12/07/2016	CNA Surety Bond, #61248852	
110-00-51410-207-000		SUPPORT SERVICES	175.00
Total			175.00
42391	12/07/2016	Mahoney Network Solutions, LLC Computer Work, Invoice #2875	
110-00-51410-302-000		TECHNOLOGY	360.00

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Check Nbr	Check Date	Payee	Amount
Total			360.00
42392	12/07/2016	Vandewalle & Associates, Inc. Current Planning, Invoice #201611037	
110-00-56400-207-101		SUPPORT SERVICES - GENERAL	852.45
Total			852.45
42393	12/07/2016	Crescent Electric Supply Co. Wedge Clamp,Lampholder	
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #S502905967.001	23.57
670-00-53610-305-000		GENERAL MAINTENANCE Invoice #S502909502.001	28.70
Total			52.27
42394	12/07/2016	FIRST SUPPLY MADISON Supplies,Gasket,Plunger Tube	
660-00-53700-675-000		MAINTENANCE OF SERVICES Invoice #5014690	140.93
670-00-53610-305-000		GENERAL MAINTENANCE Invoice #5014690	197.90
Total			338.83
42395	12/07/2016	KALSCHEUR IMPLEMENT CO. Parts	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT Invoice #IN20066	739.99
110-00-53300-301-000		EQUIPMENT Invoice #RE00756	85.00
110-00-53300-301-000		EQUIPMENT Invoice #RE00754	85.00
Total			909.99
42396	12/07/2016	Mazo Hardware Hank Supplies, Account #7503	
110-00-53300-301-000		EQUIPMENT	195.00
110-00-53300-304-101		SUPPLIES - GENERAL	5.94

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Dated From: 11/23/2016

From Account:

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Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			200.94
42397	12/07/2016	CROSS PLAINS MOTORS, INC. Tires for Bobcat	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT	647.00
Total			647.00
42398	12/07/2016	Display Sales Company Bulbs, Invoice #INV-009476	
110-00-53300-304-101		SUPPLIES - GENERAL	533.75
Total			533.75
42399	12/07/2016	Middleton Cooperative Diesel Fuel, Parts, Account #170070	
110-00-53300-303-000		FUEL	1,248.61
Total			1,248.61
42400	12/07/2016	Rennert's Fire Equipment Service LED Bullet Bar, Invoice #36156	
110-00-53300-305-101		MAINTENANCE - VEHICLE	239.83
Total			239.83
42401	12/07/2016	Baer Insurance Services, LLC Work. Comp. Insurance	
110-00-51540-209-000		INSURANCE Invoice #60850	5,238.35
660-00-51400-924-000		PROPERTY INSURANCE	1,208.85
670-00-53610-209-000		INSURANCE	1,611.80
Total			8,059.00
42402	12/07/2016	BOEHNEN, INC. Crushed Rock, Fix Water Leak	
660-00-53700-675-000		MAINTENANCE OF SERVICES	798.39
Total			798.39

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Thru Account:

Check Nbr	Check Date	Payee	Amount
42403	12/07/2016	STATE LABORATORY OF HYGIENE Sampling, Account #6004990	
660-00-53700-652-200		MAINTENANCE - EXPENSE	25.00
Total			25.00
42404	12/07/2016	USA Blue Book Geagend Refill Tablets,Gauge,Nitrile	
660-00-53700-652-200		MAINTENANCE - EXPENSE Invoice #115479	273.62
Total			273.62
42405	12/07/2016	SAEMAN LUMBER CO. Supplies, Account #CR850	
110-00-53300-304-101		SUPPLIES - GENERAL	7.98
Total			7.98
42406	12/07/2016	WORLD OF VARIETY Supplies, Invoice #18282	
110-00-53300-304-101		SUPPLIES - GENERAL	8.49
110-00-51440-304-000		SUPPLIES	8.99
110-00-51440-304-000		SUPPLIES	22.57
110-00-53300-304-101		SUPPLIES - GENERAL	8.49
Total			48.54
42407	12/07/2016	Haley J. Schreier Yoga Instructor	
140-00-55300-207-000		SUPPORT SERVICES	30.00
Total			30.00
42408	12/07/2016	Elizabeth Bakken Rec. Instructor	
140-00-55300-207-000		SUPPORT SERVICES	60.00
Total			60.00

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Dated From: 11/23/2016 From Account:

Thru: 12/07/2016 Thru Account:

Check Nbr	Check Date	Payee		Amount
DEF 24.16	12/02/2016	WISCONSIN DEFERRED COMPENSATION		
	12/2/16 paydate		Manual Check	
110-00-21349-000-000		WI DEFERRED COMP		275.00
			Total	275.00
FICA 24.16	12/02/2016	ELECTRONIC FEDERAL TAX DEPOSIT		
	12/2/16 paydate		Manual Check	
110-00-21311-000-000		FEDERAL WITHHOLD TAX PAY		3,987.08
110-00-21331-000-000		FICA TAXES PAYABLE		3,156.43
110-00-21331-000-000		FICA TAXES PAYABLE		3,156.43
			Total	10,299.94
NORTH 24.16	12/02/2016	North Shore Bank 457		
	12/2/16 paydate		Manual Check	
110-00-21349-001-000		457 DEFERRED COMP		105.00
			Total	105.00
STATE 24.16	12/02/2016	STATE OF WI - ELECTRONIC FUND		
	12/1-12/15		Manual Check	
110-00-21312-000-000		STATE WITHHOLD TAX PAY		1,890.42
			Total	1,890.42
GARNISH24.16	12/02/2016	Expert Pay Electronic Payment		
	12/2/16 paydate		Manual Check	
110-00-21349-003-000		WELLNESS BENEFIT		862.14
			Total	862.14
			Grand Total	344,795.82

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Dated From: 11/23/2016

From Account:

Thru: 12/07/2016

Thru Account:

Amount

Total Expenditure from Fund # 110 - GENERAL FUND	66,655.69
Total Expenditure from Fund # 120 - CAPITAL PROJECT FUND	235,413.90
Total Expenditure from Fund # 130 - LIBRARY FUND	1,848.15
Total Expenditure from Fund # 140 - PARKS/RECREATION FUND	2,333.11
Total Expenditure from Fund # 660 - WATER	8,571.76
Total Expenditure from Fund # 670 - SEWER	29,973.21
Total Expenditure from all Funds	344,795.82



Cross Plains Police Department

Date: December 08, 2016

To: Village Administrator Caitlin Stene

Ref: Operator's License Application

On December 08, 2016 I received an Application for an Operator's License from a Abby Lynn Johnson. A review of Ms. Johnson's arrest and conviction record was completed in accordance with Village Ordinance 41.09 (b). The results of that review indicate Ms. Johnson has no arrest or convictions in contrast with Village ordinance 41.09(c).

Abby Lynn Johnson 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 Dec 6, 2016
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 [redacted] years of age. Date of Birth: [redacted]

Walgreen's
Name of Establishment Santa
799-4003

Answer the following questions fully and completely:

Name: Abby Lynn Johnson Is application new or a renewal? new
First MI Last

Address of Applicant: 201 Midnight Pass #204 Verona 53593 608 963 8637
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) Sauk City
City Village

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

If so, where? Walgreens

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

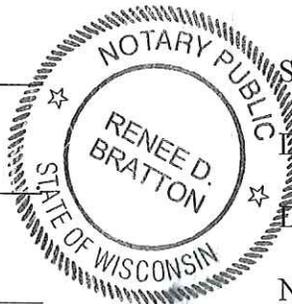
If so, name of court: n/a

STATE OF WISCONSIN
DANE COUNTY

Abby Johnson, 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 12/6/16
Date of Application



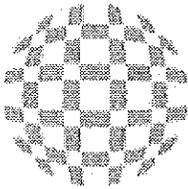
Subscribed and sworn to before me this 6

Day of Dec., 2016

Dane County, Wis.

Date of Board Approval _____

Notary Public: Renee D. Bratton
My Commission Expires: 4/9/17



Walgreens Boots Alliance

Walgreens



**Alliance
Healthcare**

This certifies that

ABBY JOHNSON

has completed

Beer and Wine Online Training Center: Wisconsin
by Diversys Learning, Inc.

Date: 2/20/2015

**Divisional Vice President,
Organization Design &
Effectiveness**

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:

Abby Lynn Johnson

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, 2016 to June 30, 2017.

GIVEN UNDER MY HAND AND THE CORPORATE SEAL OF THE VILLAGE OF CROSS PLAINS, COUNTY OF DANE, STATE OF WISCONSIN, AND THIS 12th DAY OF November, 2016.



Corporate Seal

Caitlin Stene
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 PROFESSIONAL POLICE ASSOCIATION
WPPA/LEER Local # 55**

TENTATIVE AGREEMENT
for a successor Agreement
to the 2014 – 2016 Agreement with the
Village of Cross Plains
November 10, 2016

(*current language to delete; new language*)

1) Article 5, Grievance Procedure, Section 5.01, Step 2

If an employee's timely grievance is not settled to the grievant's satisfaction at Step 1, then within ten (10) days from the date of receipt of the Step 1 answer, the grievant may submit the grievance to the Village Administrator/Clerk ~~'s Police Committee~~. If requested by the grievant at the time the grievance is submitted, the Village Administrator/Clerk Committee will give the grievant an opportunity to meet with the Administrator/Clerk Committee. The grievance will be answered in writing within 45 days of receipt by the Administrator/Clerk Committee.

2) Article 5, Grievance Procedure, Section 5.04

If the grievant and/or the Association is not satisfied with the final decision after the exhaustion of the grievance steps identified previously, the grievant and/or the Association may request that the grievance be determined by an impartial arbitrator. Notification of the intent to arbitrate must be sent to the Village Clerk within ten (10) days of receipt of the response of the Employer Village Board (or ~~Police Committee~~), or within ten (10) days of when the response from the Employer Village Board (or ~~Police Committee~~) was due. The parties agree to the following procedure in selecting an arbitrator to resolve the dispute:

3) Article 19, Section 19.02

~~Effective January 1, 2014, the Village will pay the premium for single or family health insurance in the amount of ninety one percent (91%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area, but not more than the total amount of the premium of the plan selected. The remaining nine percent (9%) shall be paid by the employee by payroll deduction. Effective January 1, 2015, the Village will pay the premium for single or family health insurance in the amount of eighty nine and one half percent (89.5%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area, but not more than the total amount of the premium of the plan selected. The remaining ten and one half percent (10.5%) shall be paid by the employee by payroll deduction.~~
Effective January 1, 2016, the Village will pay the premium for single or family health insurance in the amount of eighty-eight percent (88%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area, but not more than the total amount of the premium of the plan selected. The remaining twelve percent (12%) shall be paid by the employee by payroll deduction.

4) Article 22, Section 22.01

The Village agrees to maintain participation in the Wisconsin State Retirement System. ~~In 2014, employees will contribute two and one half (2.5%) of the employee required contribution. In 2015, employees will contribute five and one half (5.5%) of the employee required contribution. In 2016~~ **For the duration of the agreement**, the employees will contribute the full payment of the employee-required contribution.

5) Article 31, Section 31.01

Except as expressly provided herein, this Agreement shall be in full force and effect for the period from January 1, ~~2014~~ **2017**, until and including December 31, ~~2016~~ **2019**, and shall continue, unless written notice of desire to terminate, modify, or re-negotiate the Agreement is served by either party on the other at least one hundred eight (180) days prior to the date of expiration.

6) Appendix B – Wages

- a. 2017 – 2.5%, effective the first day of the first full pay period following 1/1/2017.
- b. 2018 – 1.0%, effective the first day of the first full pay period following 1/1/2018.
- c. 2018 – 1.0%, effective the first day of the first full pay period following 7/1/2018.
- d. 2019 – 1.0%, effective the first day of the first full pay period following 1/1/2019.
- e. 2019 – 1.0%, effective the first day of the first full pay period following 7/1/2019.

The parties agree that all provisions of and attachments to the 2014-2016 Agreement between the parties not modified during the course of these negotiations shall be included in the successor Agreement between the parties for the term of said Agreement. The parties agree this tentative agreement is contingent upon ratification by the Association and the Village of Cross Plains.

Agreement between the

VILLAGE OF CROSS PLAINS

and the

CROSS PLAINS POLICE DEPARTMENT

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2017-2019

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INTRODUCTION

THIS AGREEMENT is made and entered into by and between VILLAGE OF CROSS PLAINS, hereinafter referred to as the “Village” or the “Employer”, AND WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LEER DIVISION, hereinafter referred to as the “Association”, and shall continue in full force and effect as hereinafter set forth.

ARTICLE 1: RECOGNITION

1.01 The Employer recognizes that the Association is the sole and exclusive bargaining agent as certified by the Wisconsin Employment Relations Commission in Case 1, No. 47626, ME-3240, Decision No. 27340-A, for all regular full-time and regular part-time employees of the Village of Cross Plains who have the power of arrest, excluding supervisory, managerial, confidential, craft and all other employees.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 It is agreed that the management of the Employer’s operations and the direction of its working forces is vested exclusively in the Employer and that this includes but is not limited to the following:

- a) To direct, supervise and evaluate the work of its Employees;
- b) to hire, promote, transfer, classify, reclassify, or lay off employees;
- c) to discipline, demote or discharge employees in accordance with Article 10;
- d) to plan, direct and control operations

- e) to set the standards of work and its performance;
- f) to determine the amount and quality of the work and services needed, by whom it shall be performed, and the location where such work and service shall be performed;
- g) to determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other person or employer;
- h) to introduce new or improved methods, tools, equipment or facilities, or to change existing practices, methods tools, equipment and facilities;
- i) to schedule the hours of work and to determine the assignment and allocation of duties;
- j) to select and to determine the number and qualifications of employees required;
- k) to make, modify and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement.

2.02 The Employer shall have the right to employ temporary or casual employees. Such employees shall not be covered by the terms of this Agreement. A temporary employee is defined as an employee who works no more than one hundred eighty (180) consecutive calendar days, unless the temporary employee is hired to replace an employee on an approved leave of absence, or is hired to cover a vacancy while the Employer is recruiting a regular replacement. A casual employee is defined as an employee who works no more than one thousand two hundred (1,200) hours per year.

2.03 The Employer's exercise of the foregoing functions shall be limited only by the express provisions of this Agreement and the Employer has all the rights which it had at common is law except those expressly bargained away in this Agreement. This Article shall be liberally construed.

ARTICLE 3: GENDER

3.01 All references to he or his are assumed to apply with equal force to she or her.

ARTICLE 4: ASSOCIATION ACTIVITIES; BULLETIN BOARD

4.01 Employees shall limit Association business to non-working time wherever possible. In no event shall the performance of Association business interfere with the operations of the Department. Prior to performing any Association business during working time, the employee shall first obtain the permission of the Chief or the Chiefs designee.

4.02 The Employer shall make bulletin board space available to the Association for the posting of official Association business in a location reasonably accessible to employees. Only items approved by the Association shall be posted. All items shall be dated by the Association.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 A grievance is defined as a complaint by an employee or the Association that an express provision of this Agreement was violated by the Employer. A grievance

shall be processed as follows (it is understood that an employee may discuss a grievance with the employee's immediate supervisor prior to the filing of a grievance, but such discussion shall not be considered a formal step in the grievance procedure). An employee may not maintain a grievance under Article 5 and a Grievance under Village Ordinance 9.18, Grievance Procedure. Therefore, if an employee files a grievance under Village Ordinance 9.18, Grievance Procedure, the employee and the Association thereby waive any right to file a grievance under Article 5. For the purpose of grievance processing, "days" shall mean calendar days, excluding Saturdays, Sundays, and those holidays listed in Article 13.

Step 1: A grievance shall be filed by an employee, with or without the assistance of a steward, or the Association within six (6) days of the alleged violation or first knowledge thereof by submitting such grievance in writing to the Chief or his/her designee. The grievance shall include a description of the relevant facts, the express provision(s) alleged to be violated, and the specific relief requested. The Chief or his/her designee will respond to the grievance in writing within 10 days of receiving the written grievance.

Step 2: If an employee's timely grievance is not settled to the grievant's satisfaction at Step 1, then within ten (10) days from the date of receipt of the Step 1 answer, the grievant may submit the grievance to the Village Administrator/Clerk. If requested by the grievant at the time the grievance is submitted, the Village Administrator/Clerk will give the grievant an opportunity to meet with the Administrator/Clerk. The grievance will be answered in writing within 45 days of receipt by the Administrator/Clerk.

Step 3: If the grievance involves a termination of Employment, and the grievant is not satisfied with the Step 2 answer, the grievant shall have ten (10) days from the date of the Step 2 answer to submit the grievance to the Village Clerk or his/her designee. The Employer or its designee shall meet, upon request, with the Association representative to discuss the grievance. The Employer shall give a written answer to the Association within ten (10) days of the meeting. If no meeting is requested, the Employer shall give a written answer to the Association within twenty (20) days after receiving the grievance under this step.

5.02 Failure of the Employer or its designee to respond or adjust a grievance within the above time limits shall constitute a denial of the grievance. Grievances not timely filed or appealed as provided above shall be barred even though the parties continue to discuss said grievances. There may be no waiver of this provision unless it is mutually agreed to in writing by the Association and the Employer.

5.03 The Village Board may, in its sole discretion, elect to hear and decide a grievance at any step of the grievance procedure. The decision of the Village Board shall be final except as provided in Section 5.04.

5.04 If the grievant and/or the Association is not satisfied with the final decision after the exhaustion of the grievance steps identified previously, the grievant and/or the Association may request that the grievance be determined by an impartial arbitrator. Notification of the intent to arbitrate must be sent to the Village Clerk within ten (10) days of receipt of the response of the Employer, or within ten (10) days of when the

response from the Employer was due. The parties agree to the following procedure in selecting an arbitrator to resolve the dispute:

- A. The parties will request the Wisconsin Employment Relations Commission (WERC) to provide a panel of five (5) potential arbitrators from the WERC staff. The parties shall alternately strike a name from the panel until only one remains. The party requesting arbitration shall be the first to strike a name.
- B. The arbitrator shall not add to, subtract from, or modify the language of this agreement in arriving at a determination of the issue presented. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted. All expenses which may be involved in the proceedings shall be borne equally by both parties, except that expenses related to the calling of witnesses, or any other similar expenses, shall be borne by the party calling those witnesses.
- C. The arbitrator selected shall hold a hearing at a time and place convenient to the parties at the earliest possible date following notification of selection. The arbitrator shall take such evidence as his/her judgment deems appropriate for disposition of the dispute.
- D. The expenses for the arbitrator's services shall be borne equally by the parties. However, all other expenses incurred by the parties shall be the responsibility of the party incurring said expenses. If either party desires a

transcript of the proceeding, both parties shall be obligated to pay one-half (1/2) the cost of obtaining and producing the transcript and providing a copy to the arbitrator.

ARTICLE 6: PROBATIONARY PERIOD

6.01 All employees hired shall serve an eighteen (18) month probationary period. The initial probationary period may be extended by mutual written agreement between the Employer and the Association.

6.02 During an employee's probationary period, the Employer may discipline or discharge the employee and said discipline or discharge shall not be subject to review under this Agreement or under Village Ordinance 9.18, Grievance Procedure.

6.03 Probationary employees shall become eligible for paid holidays and paid sick leave after completion of six (6) months.

6.04 Starting wage rates shall be reviewed, as needed, by the Chief with recommendation to the Village Board.

ARTICLE 7: SENIORITY

7.01 The principal of seniority shall be taken into account only to the extent expressly provided in this Agreement.

7.02 Seniority shall be calculated as of the start of employee's most recent regular part-time or regular full-time employment.

7.03 An employee's seniority and employment relationship shall be broken and terminated for any of the following reasons:

- a) If the employee quits.
- b) If the employee is discharged.
- c) If a non-probationary employee is on layoff for more than twelve (12) consecutive months.
- d) If the employee is on layoff and fails to notify the Employer of his/her intention to return to work within five (5) calendar days after issuance of the recall notice or fails to report to work within ten (10) calendar days after issuance of the recall notice. The notice of recall for any employee who has been laid off shall be mailed to the last known address of the employee on the books of the Village.
- e) If the employee is absent from employment for three (3) consecutive working days without notice to the Employer, absent proven inability to contact the Employer.
- f) If the employee retires.

ARTICLE 8: LAYOFF AND RECALL

8.01 The principal of seniority shall be taken into account when the Employer decides to layoff and recall employees. Seniority shall control, in case of layoff or recall, provided the remaining employees are qualified to perform the available work. Regular part-time employees shall be laid off prior to regular full-time employees.

8.02 The Employer agrees to notify the Association in writing of all layoff and recall notices. This provision shall not be construed to require any advance notice of such action(s).

ARTICLE 9: NO STRIKE OR LOCKOUT

9.01 The Employer agrees that there will be no lockout during the term of this Agreement. The Association agrees that there will not be any complete or partial strikes, sympathy strikes, picketing, refusals to cross picket lines, slowdowns, work stoppages, secondary boycotts or other cessations of work, economic or otherwise, during the term of this Agreement. Participation by any employee in any of the foregoing activities, whether or not sanctioned by the Association, shall be grounds for discipline, including immediate discharge.

ARTICLE 10: DISCIPLINE AND DISCHARGE

10.01 The Village reserves the right to discipline employees consistent with the best interests of the Village and the efficient operation of the Department. Employees who have completed their probationary period shall be accorded an opportunity to be heard before discipline is imposed. Discipline shall only be imposed where the Village determines that there is reasonable basis to conclude that such action is appropriate under the circumstances. However, discipline resulting in an unpaid suspension, a reduction in rank, an unpaid suspension and reduction in rank, and/or discharge shall only be imposed where the Village determines that there is just cause for such action under the circumstances according to Policy, Village Ordinance, and State Statutes. Village is further defined within this article to include either the Police Chief or Police Commission as is applicable.

ARTICLE 11: HOURS OF WORK

11.01 The Village shall determine the work schedule necessary to conduct the operation of the Police Department. Changes in the work schedule initiated by the Chief or his/her designee with less than forty-eight (48) hours notice shall be paid at the overtime rate for all hours worked which were not previously scheduled. The overtime provision shall not apply to changes initiated by the Chief or his/her designee with more than forty-eight (48) hours notice or emergency situations. Emergency situations shall be defined as natural disasters; major fires; riots; weather-related situations (tornados, etc); or other situations requiring a call-out of the Department. The Chief or his/her designee shall post the work schedule within ten (10) days of the next month.

11.02 Regular full-time employment is defined as a normal work schedule that is equal to 1950 hours per year. The standard work week/schedule shall consist of 6 days on duty to be followed by 3 days off duty: 6-3, 6-3. The on-duty work day shall be a shift of 8 hours per day, based on 1950 hours per year. The standard shift shall be defined as a continuous eight (8) hour block of time. There shall be a minimum of eight (8) hours off between shifts except in emergencies, as defined in Section 11.01. If the Chief or his/her designee schedules or initiates a change in a schedule such that an employee is scheduled to work another shift with less than the minimum time off, the first four (4) hours of that shift shall be at the overtime rate. This shall not apply where the entire shift is overtime. Shift changes may occur in agreement with Police Chief. Regular part-time employment is defined as less than a normal full-time schedule but at least sixty percent (60%) of such a schedule.

11.03 All hours worked in excess of eight (8) hours on a normal scheduled work day shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. Paid or unpaid leave (e.g., holiday, sick leave, vacation, funeral, medical leave) shall not be included in the calculation of the eight (8) hours of work. This section is not applicable to trades of days.

11.04 An Employee who is required to report for work outside his/her regular schedule of hours shall be guaranteed a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times the regular hourly rate with < 24 hours notice before the original shift. The minimum guarantee shall not apply where the hours are worked immediately preceding or following the employee's regular shift. At the discretion of the Chief, the employee may be required to remain on duty for up to the two (2) hours minimum.

11.05 Overtime may be taken as pay or banked as compensatory time off for later use. Compensatory time may be banked up to a maximum of twenty-four (24) hours at any time. Any compensatory time in an employee's bank and not scheduled for future use by December 1st will be paid out in the next payroll period. The Chief of Police must approve the taking of comp time, and may, at his discretion, deny comp time off if it creates overtime.

11.06 Employees may switch or trade shifts with the approval of the Chief and at least twelve (12) hours prior notice.

11.07 Nothing in this Article shall constitute a guarantee of work or pay in lieu of work, nor otherwise limit the Village's right to schedule the hours of work.

11.08 Each officer working between the hours of 6 PM and 6AM shall receive an additional thirty five cents (\$.35) per hour for each hour worked. (Note: \$.35 is straight \$.35 per hour regardless of O.T.)

11.09 An employee who works one hour less than his/her regular shift because of the switch to daylight savings time, shall work an additional hour in order to be paid for working his/her entire regular shift. In the event an employee is working a shift during which the switch from daylight savings time to standard time occurs, and the employee works one (1) hour more than his/her regular shift, the employee will be compensated at the overtime rate for the additional hour worked.

ARTICLE 12: VACATIONS

12.01 Regular full-time employees* are eligible for paid vacation as follows:

After 1 year	10 working days
After 8-15 years	15 working days
After 16-20 years	20 working days
After 25 years	25 working days

A working day shall equal eight (8) hours of pay.

*The employee who was hired before January 1, 1995, and is currently earning 25 working days of vacation each year, will continue to earn 25 working days of vacation each year until his termination, resignation, retirement, or reduction to part-time employment, whichever comes first.

12.02 Vacation must be taken within 12 months of being earned. With the approval of the Chief of Police or his/her designee, up to one (1) week may be carried

forward an additional 180 days. Vacation not taken is considered forfeited, except where a timely request for vacation cannot be approved.

12.03 Initial vacation leave will be selected, on a seniority basis, in increments of a minimum of one week [six (6) scheduled work days]. Such requests must be delivered to the Chief of Police or his/her designee by January 15th of each year. The Employer will take reasonable steps to notify employees of the status of those requests. All leave shall be subject to the staffing requirements of the Village. Once approved, first choice vacations may not be canceled by the Chief or his/her designee except for emergency situations.

12.04 Regular part-time employees are eligible for vacation on a pro rata basis.

ARTICLE 13: HOLIDAYS

13.01 Regular full-time and regular part-time employees are eligible for the following paid holidays:

New Year's Day	Thanksgiving Day
Labor Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve (one-half day)

13.02 In addition to the above holidays, regular full-time and regular part-time employees shall receive four (4) floating holidays each twelve (12) months.

13.03 Employees shall receive eight (8) hours of holiday time for each of the paid holidays listed in 13.01. In addition, employees required to work on the listed

holidays shall be compensated at time and one-half for all hours worked. Employees may elect to take holiday pay either in pay or as comp time.

ARTICLE 14: SICK LEAVE

14.01 Regular full-time employees shall earn paid sick leave at the rate of one (1) day [(eight (8) hours)] per month, to a maximum accumulation of one-hundred-eighty (180) days [one thousand four hundred forty (1440) hours]. Regular part-time employees shall earn and accumulate sick leave on a pro rata basis.

14.02 Sick leave may be used to cover absences which result from illness or injury to the employee. Sick leave may also be used to tend to a member of the employee's immediate family. Immediate family is defined as spouse, parents, parents-in-law, stepparents, children, stepchildren, brothers and sisters, grandchildren, brothers and sisters-in-law, or grandparents.

14.03 The Village reserves the right to require an employee who is requesting payment of sick leave or is otherwise absent from work due to illness or injury, to submit satisfactory medical evidence of the need for sick leave and/or ability to return to work. Except in cases of suspected abuse or recurrent absence, medical proof shall not generally be required for absences of less than three (3) days.

14.04 Upon termination of employment for reasons of death, retirement or permanent disability, the employee or if deceased, the employee's surviving spouse and/or eligible dependents shall receive compensation for one hundred percent (100%) of the amount equivalent to the value of the accumulated unused sick leave, not to exceed one hundred twenty (120) working days. The value of the employee's

accumulated sick leave shall be used to pay the full premium of the continued participation in the Village's group health and/or life insurance plan until the amount of the sick leave is exhausted. Upon exhaustion of such funds, the employee, surviving spouse and/or eligible dependents retain the right to continue in the Village's group health plan, as provided by law at their own expense.

ARTICLE 15: CIVIL LEAVE AND JURY DUTY

15.01 An employee shall be give time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or commission in connection with the Village business, or for the purpose of voting. In the case of jury duty, the employee shall remit his jury fee to the Village. The employee may retain payment to the employee for expenses at the prevailing rate. If the employee does not remit the fee, they shall be considered to be on leave of absence without pay while performing jury duty. Employees on jury or witness duty are required to report to work if the jury or witness duty does not require the employee to miss the employee's work shift.

15.02 For justifiable reasons, a leave of absence without pay shall be granted an employee, upon her/his request, to appear under subpoena or in her/his own behalf in litigation involving personal or private matters.

ARTICLE 16: FUNERAL LEAVE

16.01 Upon request, an employee shall be granted up to, but not to exceed, three (3) consecutive working days with pay for the purpose of arranging for and/or

attending the funeral of an immediate family member. Immediate family member shall include spouse, child, parent, spouse's parents, stepparents, stepchildren, and any member of the employee's household.

16.02 Upon request, an employee shall be granted up to, but not to exceed, two (2) consecutive working days with pay for the purpose of arranging for and/or attending the funeral of an extended family member. Extended family member shall include sibling, grandparents, grandchildren, children's spouses, aunts, uncles, and brother/sister-in-law.

16.03 Leave without pay may be granted to attend the funeral of a family member (relative by blood or marriage) who does not satisfy the definition of immediate or extended family member.

16.04 One-half (1/2) day with pay will be granted to attend the funeral of an immediate fellow employee provided scheduling could be arranged with the Supervisor.

ARTICLE 17: LEAVES OF ABSENCE

17.01 Medical Leave. An employee requiring a medical leave shall request such leave in writing. All leaves shall be subject to the Employer's approval and the presentation of satisfactory medical evidence of the need for the leave. The request shall specify the expected duration of the leave. Approved leaves shall generally not exceed sixty (60) days. An employee requiring an extension of an approved leave shall submit a request for extension, together with satisfactory medical evidence of the need for the extension, prior to expiration of the previously approved leave. Any extension in a previously approved leave shall be subject to the Employer's approval. Such a leave of absence shall run concurrently with any leaves available under the Americans with

Disabilities Act, the Wisconsin Fair Employment Act and/or the state and federal Family and Medical Leave Acts and the substitution of paid leave shall be consistent with the provisions of said Acts.

17.02 Personal Leave. An employee requesting a personal (non-medical) leave of absence shall submit a written request. All personal leaves shall be unpaid and shall generally not exceed thirty (30) days. As a condition of approving a personal leave, the employee may be required to exhaust any accrued vacation or compensatory time. All requests for a personal leave are subject to prior Employer approval.

17.03 While on an unpaid leave of absence, no benefits shall accrue and the employee shall be responsible for any insurance premiums due should he/she elect to continue coverage where permitted under applicable state or federal law. This provision applies to leaves related to an employee's disability(ies), unless such leave is protected by the state/federal FMLA or the Wisconsin Worker's Compensation Act. Furthermore, during a leave of absence when the Village is responsible for a portion of the insurance premiums, the employee must continue to pay his/her portion of the premiums. If the employee fails to pay his/her portion of the premiums during such a leave of absence, the Village may recoup any and all premiums paid on behalf of the employee during the leave of absence.

17.04 An employee requesting a leave of absence related to the birth or adoption of a child, or for the serious health condition of a parent, child or spouse shall submit a written request to the Chief of Police for approval. Such family leaves shall be provided in accordance with applicable state and federal FMLA provisions.

ARTICLE 18: MILITARY LEAVE

18.01 Employees shall be entitled to an unpaid leave of absence for military service in accordance with applicable state and federal law. The employer may offer the employee a chance to make up his/her time.

ARTICLE 19: HEALTH AND DENTAL INSURANCE

19.01 The Village agrees to provide health insurance plan(s) and dental insurance plan(s) for regular full-time and regular part-time employees, during the term of this Agreement.

19.02 Effective January 1, 2016, the Village will pay the premium for single or family health insurance in the amount of eighty-eight percent (88%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan with the service area, but not more than the total amount of the premium of the plan selected. The remaining twelve percent (12%) shall be paid by the employee by payroll deduction.

19.03 During the term of this Agreement, the Village shall self insure with Delta Dental for dental insurance for single or family coverage, as selected by the employee with coverage remaining as has been customary.

19.04 Flexible Spending Account. The Village will establish a flex spending account within the guidelines established under Section 125 of the Internal Revenue Code. The program would be established and administered in total compliance with the IRS rules and procedures.

ARTICLE 20: LIFE INSURANCE

20.01 The Village agrees to maintain the current or a substantially equivalent term life insurance plan for regular full-time and regular part-time employees during the term of this Agreement. The Village shall pay 100% of the premium.

ARTICLE 21: INCOME CONTINUATION INSURANCE

21.01 The Village agrees to maintain the current or substantially equivalent income continuation insurance plan for the term of this Agreement. The Village shall pay 100% of the premium for the plan based upon a 180 day waiting period. Employees selecting a shorter waiting period shall pay any additional premium, by payroll deduction, in accordance with current practice.

ARTICLE 22: RETIREMENT

22.01 For the duration of the agreement, the employees will contribute the full payment of the employee required contribution.

ARTICLE 23: UNIFORM ALLOWANCE

23.01 The Employer shall provide each regular full-time employee with an initial uniform issue as set forth in Appendix A. After completion of the probationary period, each regular full-time employee shall receive a uniform allowance of five hundred twenty-five dollars (\$525.00) per year. Any monies overspent shall be reimbursed by the employee to the Village upon request. Employer shall provide a ballistic vest as initial issue per State of Wisconsin bid price. Wearing of the vest issued by the

Employer is mandatory when on duty. There shall be no payout of uniform allowance balances. Employee may request of the Chief by September 1 of the current budget year to purchase an approved Uniform item in excess of five hundred twenty-five dollars (\$525.00).

23.02 Claims for damage to clothing and/or equipment, resulting from the performance of duty, shall be directed to the Chief of Police for review. The Village shall pay the total cost for repair or replacement of personal property items that are prescription in nature (example: eyeglasses) and required to function as a police officer as well as all items listed in Appendix A, provided, however, any damage, destruction or loss was not caused by the negligence or intentional act of the employee, as determined by the Village Administrator. All other items of personal property (watches, jewelry, etc.) will be repaired or replaced at a value not to exceed one hundred fifty dollars (\$150.00) per officer per incident, again provided, however, any damage, destruction or loss was not caused by the negligence or intentional act of the employee, as determined by the Village Administrator. If the officer has an item repaired or replaced pursuant to this section, and subsequently obtains a successful judgment against the party causing the damage, the officer shall turn over to the Village any amounts received in damages up to the actual amount of the Village's expenditure.

ARTICLE 24: WAGES

24.01 See Appendix 'B' for the current wage scale.

24.02 Employees shall be paid on a bi-weekly basis in accordance with current practice.

24.03 Union dues shall be deducted biweekly from payroll and remitted to WPPA as required.

ARTICLE 25: EDUCATIONAL INCENTIVE

25.01 Employees who have been employed by the Village for more than forty-eight (48) months shall receive the following incentive for post-secondary and/or graduate-level education:

90 degree credits	1% increase to the employee's yearly base wage rate identified in Appendix B
120 degree credits	2% increase to the employee's yearly base wage rate identified in Appendix B

ARTICLE 26: WORKER'S COMPENSATION

26.01 The Village agrees to comply with the applicable provisions of Chapter 102, Wis. Stats. (worker's compensation).

ARTICLE 27: MISCELLANEOUS

27.01 When an employee uses his/her personal vehicle for Village business because a Village vehicle is not available, as determined by the Chief or his/her

designee, the Village shall pay the current IRS rate per mile for all miles traveled on behalf of the Village.

27.02 In the event that the Employer decides to dissolve the Police Department and use other policing, all officers employed at that time shall be given a severance package consisting of six (6) months of full pay and benefits, including insurance and retirement, paid by the Employer. The Employer shall make every effort to notify the affected officers as far in advance as possible. An employee who leaves the Department prior to its dissolution shall not be eligible for the severance package. An affected employee who finds employment elsewhere prior to the expiration of the six (6) month severance package shall immediately notify the Village of Cross Plains, at which time all benefits will cease from the Village. The Village shall then disburse the balance of the wage package to the employee, fulfilling the Village's obligation.

ARTICLE 28: SEPARABILITY AND SAVINGS

28.01 If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and any addendum thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

28.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected

thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association, for the purpose of seeking a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 29: FAIR SHARE

29.01 All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws. The Employer shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 11 I.70(l)(f), Wis. Stats.

29.02 The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of a state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

The Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer,

which Employer action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

ARTICLE 30: SCOPE OF THE AGREEMENT

30.01 This Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this Agreement shall be construed as requiring either party to do or refrain from doing anything not explicitly and expressly set forth in this Agreement; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement or promise.

ARTICLE 31: DURATION

31.01 Except as expressly provided herein, this Agreement shall be in full force and effect for the period from January 1, 2017, until and including December 31, 2019, and shall continue, unless written notice of desire to terminate, modify, or re-negotiate the Agreement is served by either party on the other at least one hundred eighty (180) days prior to the date of expiration.

FOR THE VILLAGE
CROSS PLAINS:

FOR THE WISCONSIN PROFESSIONAL
POLICE ASSOCIATION/LEER DIVISION

Village President

WPPA/LEER Division Business Agent

Village Administrator/Clerk-Treasurer

Cross Plains PD Association President

APPENDIX A

1. All regular full-time employees shall receive the following initial uniform allowance:

Long Sleeve Uniform Shirts	3
Short Sleeve Uniform Shirts	3
Uniform Pants	3 pair
8 Pt. Uniform Hat	1
Fur Trooper Hat	1
Ballistic Vest (as chosen by dept.)	1
Gore Tex All Weather Jacket	1

The Employer shall designate all approved uniform items.

2. Items that Uniform Allowance can be used to purchase the following items¹:

- Long sleeve uniform shirts
- Black tie
- Black turtle neck shirts
- Short sleeved uniform shirts
- White tee Shirts
- Uniform pants
 - Permanent Press
 - Combat Battle Dress Uniform
- Black belt for uniform pants
- Black boots or black foot-ware
- Individual nametags
- Department abbreviated nametags
- Rank or officer insignia
- Whistle chain
- Hat badges
- Shirt and coat badges
- Raincoat
- Stetson black straw or felt hat
- Stetson rain cover for hat
- Black winter type gloves
- Black duty belt
- Duty belt keepers
- Pepper spray carrier
- Holster

¹ This list shall not be considered inclusive. Items listed in No. 1 and No. 2, above are those items that the Village is required to replace, if they are damaged in the performance of the officer's duties pursuant to the provision of Article 23, section 23.02. Other items that an officer believes will benefit his/her job performance may be submitted to the Chief or his/her designee for consideration for approval to purchase. Inclusion on this list does not mean that the employee may purchase the item without prior approval from the Chief or his/her designee. All expenditures continue to require prior approval from the Chief or his/her designee and such approval is discretionary, but shall not be unreasonably denied.

Key chain keeper
Single or double handcuff case
Handcuffs
Rubber glove/latex glove carrier
Baton carrier
Baton
Flashlight carrier
Flashlight
Leather man utility case
Leather man type multipurpose tool
Magazine cases
Spare magazines
*Bulletproof vest

*Requests to purchase bullet proof vests must be submitted to the Chief or his/her designee by August 30, for purchase upcoming calendar year, and provided the Chief or his/her designee approves such an expenditure.

APPENDIX 'B'

Effective the first full pay period following 1/1/2017:

Wage Schedule (2.5%)	
Start	\$23.27
18 Months	\$24.32
3 Years	\$25.44
5 Years	\$25.98
10 Years	\$26.47
15 Years	\$26.75
20 Years	\$27.00
25 Years	\$27.28

Effective the first full pay period following 1/1/2018:

Wage Schedule (1.0%)	
Start	\$23.50
18 Months	\$24.57
3 Years	\$25.69
5 Years	\$26.24
10 Years	\$26.73
15 Years	\$27.02
20 Years	\$27.27
25 Years	\$27.55

Effective the first full pay period following 7/1/2018:

Wage Schedule (1.0%)	
Start	\$23.74
18 Months	\$24.81
3 Years	\$25.95
5 Years	\$26.51
10 Years	\$27.00
15 Years	\$27.29
20 Years	\$27.54
25 Years	\$27.82

Effective the first full pay period following 1/1/2019:

Wage Schedule (1.0%)	
Start	\$23.97
18 Months	\$25.06
3 Years	\$26.21
5 Years	\$26.77
10 Years	\$27.27
15 Years	\$27.56
20 Years	\$27.82
25 Years	\$28.10

Effective the first full pay period following 7/1/2018:

Wage Schedule (1.0%)	
Start	\$24.21
18 Months	\$25.31
3 Years	\$26.47
5 Years	\$27.04
10 Years	\$27.54
15 Years	\$27.84
20 Years	\$28.09
25 Years	\$28.38

An officer acting as a Field Training Officer (FTO) shall receive one (1) hour of overtime for each shift worked in FTO status.

October 4, 2016

Mike Axon
Village of Cross Plains
2417 Brewery Road
Cross Plains, WI 53528

Re: Glacier Ridge
Shared Cost

Dear Mike:

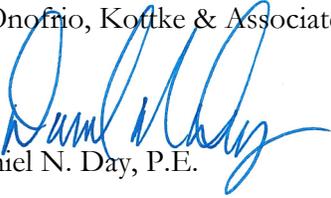
Per the agreement between the Village of Cross Plains and VH Cross Plains LLC (Veridian), I am submitting to you the second request for payment of shared costs in the development of Glacier Ridge. The approved pay requests number 2 for Moll Construction, Inc. and Parisi Construction, Inc. are for work through September 30, 2016.

Enclosed for your approval and payment are the following:

- Approved Pay Request Number 2 for Moll Construction, Inc.
- Approved Pay Request Number 2 for Parisi Construction, Inc.
- Breakdown of Shared Costs for Moll Construction contract
- Breakdown of Shared Costs for Parisi Construction contract

The breakdowns show that the Village of Cross Plains is responsible for **\$0 payment to Moll Construction, Inc.** and **\$66,787.20 payment to Parisi Construction, Inc.** Please let me know if you have any questions.

Sincerely,
D'Onofrio, Kottke & Associates, Inc.


Daniel N. Day, P.E.

cc: Jerry Gray, Village of Cross Plains
Brian Berquist, Town & Country
Jeff Rosenberg, Veridian Homes

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APPLICATION FOR PARTIAL PAYMENT

PROJECT: Glacier Ridge - Earth Work
CONTRACTOR: Moll Construction, Inc.
OWNER: VH Cross Plains, LLC
DATE: September 30, 2016
FN: 15-05-168
ESTIMATE NO.: 2

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity this Period	Amount this Period	Quantity to Date	Amount to Date	Phase Code
101	Performance & Payment Bonds	1	LS	NOT REQUIRED					
102	Mobilization	1	LS	\$5,000.00	0	0.00	1	5,000.00	400
103	Stone Tracking Pad	1	EA	\$1,000.00	0	0.00	0	0.00	395
104	Clearing and Grubbing	1	LS	\$12,660.00	0	0.00	1	12,660.00	390
105	Silt Fence	2,100	LF	\$2.00	0	0.00	1,000	2,000.00	395
106	Earth Berm	2,400	LF	\$2.50	0	0.00	0	0.00	395
107	Velocity Check	3	EA	\$550.00	0	0.00	0	0.00	395
108	Rock Check Dam - 12" Stone	1	EA	\$1,000.00	0	0.00	0	0.00	395
109	Stone Weeper with Sump	7	EA	\$400.00	0	0.00	0	0.00	395
110	Strip Topsoil	39,500	CY	\$1.80	15,000	27,000.00	45,000	81,000.00	400
111	Unclassified Excavation	45,300	CY	\$2.75	30,000	82,500.00	50,000	137,500.00	400
112	Over -Excavate Infiltration Basin	1,100	CY	\$3.50	0	0.00	0	0.00	405
113	Truck-In Sand to Backfill Infiltration Basin	1,100	CY	\$31.37	0	0.00	0	0.00	405
114	On-Site Sand to Backfill Infiltration Basin	1,100	CY	\$5.00	0	0.00	0	0.00	405
115	Clay Liner Excavation	1,600	CY	\$3.75	0	0.00	0	0.00	405
116	Engineered Soil	875	CY	\$60.00	0	0.00	0	0.00	405
117	Sand or Pea Gravel Storage Layer - 3' Deep	700	SY	\$45.37	0	0.00	0	0.00	405
118	6" PVC Pipe Underdrain w/Cleanout & Drawdown Outlet	170	LF	\$32.50	0	0.00	0	0.00	405
119	Standpipe for Bio-Retention Basin	2	EA	\$5,500.00	0	0.00	0	0.00	405
120	Strip Topsoil & Station Grade 6' Wide Asphalt Path to School	5.1	STA	\$400.00	0	0.00	0	0.00	400

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity this Period	Amount this Period	Quantity to Date	Amount to Date	Phase Code
121	Respread Topsoil - 6" Deep	90,000	SY	\$0.45	20,000	9,000.00	20,000	9,000.00	400
122	Fertilize, Seed & Mulch (lots)	82,700	SY	\$0.36	0	0.00	0	0.00	395
123	Detention Basin Seed Mix	7,300	SY	\$0.80	0	0.00	0	0.00	405
124	Infiltration Basin Seed Mix	1,900	SY	\$0.90	0	0.00	0	0.00	405
125	Class I Urban Type A Erosion Mat	7,300	SY	\$1.50	0	0.00	0	0.00	395
126	Class II Type C Organic Erosion Mat	5,000	SY	\$4.50	0	0.00	0	0.00	395
127	15" RCP Storm Pipe	38	LF	\$60.00	0	0.00	0	0.00	405
128	15" RCP Endwall & Pipe Gate	2	EA	\$1,050.00	0	0.00	0	0.00	405
129	Storm Sewer Trench Backfill	38	TF	\$10.00	0	0.00	0	0.00	405
130	Medium Rip-Rap on Geotextile	5	SY	\$125.00	0	0.00	0	0.00	405
TOTAL TO DATE:								\$247,160.00	
LESS RETAINAGE(10%):								\$24,716.00	
LESS PREVIOUS ESTIMATES:								<u>\$115,794.00</u>	
DUE CONTRACTOR								\$106,650.00	

CONTRACT SUMMARY

Original Contract	Change Order	Adjusted Contract	Construction to Date
\$499,323.00		\$499,323.00	\$247,160.00

Previous Estimate Listing

<u>Date</u>	<u>Amount</u>
08/31/16	\$115,794.00
	<hr/>
	\$115,794.00

Contractor's Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.



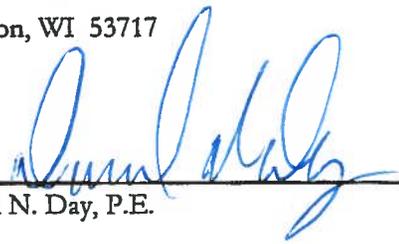
Contractor

10/4/16

Date

Recommended for Payment:

D'Onofrio, Kottke & Associates, Inc.
7530 Westward Way
Madison, WI 53717



Daniel N. Day, P.E.

VERIDIAN PHASE CODE SUMMARY

PROJECT: Glacier Ridge - Earth Work
CONTRACTOR: Moll Construction, Inc.
OWNER: VH Cross Plains, LLC
DATE: September 30, 2016
FN: 15-05-168
ESTIMATE NO.: 2

Phase Code	Description	Amount this Period
355	Electrical/Telephone/Gas	\$0.00
360	Street Lights	\$0.00
365	Street Trees	\$0.00
370	Street Signs / Signals	\$0.00
385	Demolition	\$0.00
390	Clearing / Grubbing	\$0.00
395	Erosion Control / Final Stab	\$0.00
400	Mass Earthwork	\$118,500.00
405	Detention Pond Grading	\$0.00
410	Sanitary Sewer	\$0.00
415	Pump Station	\$0.00
420	Storm Sewer	\$0.00
425	Water Main	\$0.00
430	Curbs / Sidewalks	\$0.00
435	Subgrade Prep / Base Paving	\$0.00
437	Surface Course Paving	\$0.00
440	Terrace Restoration	\$0.00
445	Traffic Barricades	\$0.00
450	Infrastructure / Amenities	\$0.00
460	Site Maintenance	\$0.00
465	Mailboxes	\$0.00
470	Common Area Landscaping	\$0.00
	SUBTOTAL	\$118,500.00
	RETAINAGE WITHHELD	\$11,850.00
	DUE CONTRACTOR	\$106,650.00

APPLICATION FOR PARTIAL PAYMENT

PROJECT: Glacier Ridge - Street & Utility Improvements
CONTRACTOR: Parisi Construction Co. Inc.
OWNER: VH Cross Plains, LLC
DATE: September 30, 2016
FN: 15-05-168
ESTIMATE NO.: 2

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity this Period	Amount this Period	Quantity to Date	Amount to Date	Phase Code
101	Performance/Payment Bonds					0.00		0.00	
102	Mobilization	1	LS	\$10,000.00	0.75	7,500.00	1	10,000.00	410
103	Maintain Existing Erosion Controls	1	EA	\$1,000.00	0.25	250.00	0.50	500.00	395
104	Construction Entrance	1	EA	\$600.00	1	600.00	2	1,200.00	395
105	Velocity Check	10	EA	\$400.00	0	0.00	0	0.00	395
106	Earthen Berm	850	LF	\$2.50	0	0.00	0	0.00	395
107	Stone Weeper w/Sump	3	EA	\$400.00	0	0.00	0	0.00	395
108	Silt Fence	60	LF	\$2.10	0	0.00	0	0.00	395
109	Field Core Ex Manhole & Install Boot	1	EA	\$1,200.00	0	0.00	1	1,200.00	410
110	10" SDR 26 PVC Sanitary Sewer	369	LF	\$30.00	0	0.00	369	11,070.00	410
111	10" PVC Sanitary Sewer	1,008	LF	\$28.00	146	4,088.00	1,010	28,280.00	410
112	8" PVC Sanitary Sewer	1,984	LF	\$26.00	1,984	51,584.00	1,984	51,584.00	410
113	4" PVC Sanitary Sewer Laterals	1,985	LF	\$24.00	1,962	47,088.00	1,962	47,088.00	410
114	Tracer Wire and Terminal Box	43	EA	\$110.00	0	0.00	0	0.00	410
115	Standard Manhole (6')	13	EA	\$2,100.00	9	18,900.00	13	27,300.00	410
116	Extra Manhole Depth	53.9	VF	\$190.00	25.3	4,807.00	53.90	10,241.00	410
117	Sanitary Sewer Trench Compaction	5,346	TF	\$1.00	4,113	4,113.00	5,346	5,346.00	410
118	12" x 12" Live Tap and Valve with Road Box	1	EA	\$3,000.00	1	3,000.00	1	3,000.00	425
119	12" DI Water Main	1,390	LF	\$48.00	1,402	67,296.00	1,402	67,296.00	425
120	8" DI Water Main	2,165	LF	\$40.00	2,209	88,360.00	2,209	88,360.00	425
121	6" DI Water Main	140	LF	\$45.00	155	6,975.00	155	6,975.00	425

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity this Period	Amount this Period	Quantity to Date	Amount to Date	Phase Code
122	12" Valve and Box	3	EA	\$3,200.00	4	12,800.00	4	12,800.00	425
123	8" Valve and Box	6	EA	\$2,000.00	6	12,000.00	6	12,000.00	425
124	6" Valve and Box	10	EA	\$1,600.00	10	16,000.00	10	16,000.00	425
125	Fire Hydrant	10	EA	\$3,000.00	10	30,000.00	10	30,000.00	425
126	1" Copper Services	43	EA	\$1,100.00	0	0.00	0	0.00	425
127	Water Main Pipe Insulation	224	SF	\$5.00	224	1,120.00	224	1,120.00	425
128	Water Main Trench Compaction	3,695	TF	\$1.00	3,766	3,766.00	3,766	3,766.00	425
129	76" x 48" HERCP Storm Sewer	344	LF	\$190.00	0	0.00	0	0.00	420
130	24" X 38" HERCP Storm Sewer	438	LF	\$94.00	0	0.00	0	0.00	420
131	30" RCP Storm Sewer	539	LF	\$61.00	0	0.00	0	0.00	420
132	27" RCP Storm Sewer	96	LF	\$58.00	0	0.00	0	0.00	420
133	24" RCP Storm Sewer	52	LF	\$60.00	0	0.00	0	0.00	420
134	21" RCP Storm Sewer	328	LF	\$43.00	0	0.00	0	0.00	420
135	18" RCP Storm Sewer	71	LF	\$44.00	0	0.00	0	0.00	420
136	15" RCP Storm Sewer	146	LF	\$34.00	0	0.00	0	0.00	420
137	12" RCP Storm Sewer	760	LF	\$33.00	0	0.00	0	0.00	420
138	76" x 48" HERCP Endwall & Gate	8	EA	\$5,500.00	0	0.00	0	0.00	420
139	24" x 38" HERCP Endwall & Gate	5	EA	\$2,100.00	0	0.00	0	0.00	420
140	30" RCP Endwall & Gate	1	EA	\$2,000.00	0	0.00	0	0.00	420
141	27" RCP Endwall & Gate	1	EA	\$1,900.00	0	0.00	0	0.00	420
142	18" RCP Endwall & Gate	2	EA	\$1,450.00	0	0.00	0	0.00	420
143	12" RCP Endwall & Gate	3	EA	\$1,350.00	0	0.00	0	0.00	420
144	Storm Sewer Catch Basin	13	EA	\$2,000.00	0	0.00	0	0.00	420
145	Curb Inlet	20	EA	\$1,800.00	0	0.00	0	0.00	420
146	Inlet Protection (Include Yard Drains)	24	EA	\$105.00	0	0.00	0	0.00	420
147	Storm Sewer Trench Compaction	2,774	TF	\$1.00	0	0.00	0	0.00	420
148	Heavy Rip-Rap	225	SY	\$30.00	0	0.00	0	0.00	420
149	Medium Rip-Rap	35	SY	\$30.00	0	0.00	0	0.00	420
150	Finish Grade Street Right-of-Way	35.25	STA	\$530.00	0	0.00	0	0.00	435

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity this Period	Amount this Period	Quantity to Date	Amount to Date	Phase Code
151	Remove Curb and Gutter	40	LF	\$5.00	0	0.00	0	0.00	435
152	Remove Asphalt Pavement and Base	450	SY	\$3.00	0	0.00	0	0.00	435
153	Utility Conduit Crossings	280	TF	\$11.50	0	0.00	0	0.00	435
154	Undercut and Backfill w/Crushed Stone	880	CY	\$27.00	0	0.00	0	0.00	435
155	Adjust Castings	47	EA	\$320.00	0	0.00	0	0.00	435
156	Sawcut	105	LF	\$3.00	0	0.00	0	0.00	435
157	18" Crushed Stone Base	4,600	SY	\$12.50	0	0.00	0	0.00	435
158	12" Crushed Stone Base	7,150	SY	\$8.35	0	0.00	0	0.00	435
159	18" Curb and Gutter with Base	180	LF	\$17.00	0	0.00	0	0.00	430
160	30" Curb and Gutter with Base	7,000	LF	\$14.50	0	0.00	0	0.00	430
161	Concrete Median Island Nose	2	EA	\$1,000.00	0	0.00	0	0.00	430
162	1-3/4" Binder Asphalt Pavement	11,750	SY	\$5.60	0	0.00	0	0.00	435
163	5" Sidewalk w/Base	21,550	SF	\$3.05	0	0.00	0	0.00	430
164	5" Sidewalk Ramps w/Base	1,200	SF	\$5.50	0	0.00	0	0.00	430
165	Strip Topsoil and Station Grade Sidewalk at Driveway Entrance	1.25	STA	\$1,000.00	0	0.00	0	0.00	435
166	8" Driveway Apron & Sidewalk w/Base	345	SF	\$6.00	0	0.00	0	0.00	430
167	3" Thick Asphalt Trail 10' Wide on 6" Thick Crushed Stone Base 12' Wide	1,475	SY	\$18.80	0	0.00	0	0.00	435
168	3" Thick Asphalt Trail 6' Wide on 6" Thick Crushed Stone Base 8' Wide	340	SY	\$32.60	0	0.00	0	0.00	435
169	Detectable Warning Fields	17	EA	\$150.00	0	0.00	0	0.00	430
170	Respread Topsoil - 6" (Lots)	25,000	SY	\$0.45	0	0.00	0	0.00	400
171	Grade, Fertilize, Seed & Mulch (Lots)	25,000	SY	\$0.36	0	0.00	0	0.00	395
172	Respread Topsoil (Terraces)	8,200	SY	\$2.25	0	0.00	0	0.00	440
173	Fine Grade, Fertilize, Seed & Mulch (Terraces)	7,250	SY	\$0.75	0	0.00	0	0.00	440
174	Fine Grade, Fertilize, Seed and E-Mat (Terraces)	950	SY	\$1.85	0	0.00	0	0.00	440
175	Respread Topsoil 8' Wide Adjacent Paths to School	1,150	SY	\$3.00	0	0.00	0	0.00	440

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity this Period	Amount this Period	Quantity to Date	Amount to Date	Phase Code
176	Fine Grade, Fertilize and Seed (Paths to School)	1,150	SY	\$0.41	0	0.00	0	0.00	440
177	Class I Urban Type A Erosion Control Mat (Paths to School)	1,150	SY	\$1.55	0	0.00	0	0.00	395
178	New Traffic Barricade w/ Road Closed Sign	6	EA	\$500.00	0	0.00	0	0.00	445
179	Cold Weather Plastic Sidewalk	23,095	SF	\$0.20	0	0.00	0	0.00	430
180	TAPCO RRFB-XL Pushbutton Activated Solar Powered Crosswalk System	1	EA	\$12,000.00	0	0.00	0	0.00	445
181	Internal Chimney Seal	13	EA	\$500.00	0	0.00	0	0.00	410
182	8" Concrete Path on 6" Crushed Stone Base	72	SF	\$6.00	0	0.00	0	0.00	430
TOTAL TO DATE:								\$435,126.00	
LESS RETAINAGE(10%):								\$43,512.60	
LESS PREVIOUS ESTIMATES:								<u>\$49,391.10</u>	
DUE CONTRACTOR								\$342,222.30	

CONTRACT SUMMARY

Original Contract	Change Order	Adjusted Contract	Construction to Date
\$1,371,827.50		\$1,371,827.50	\$435,126.00

Previous Estimate Listing

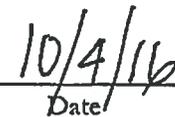
<u>Date</u>	<u>Amount</u>
08/31/16	\$49,391.10
	<hr/>
	\$49,391.10

Contractor's Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.



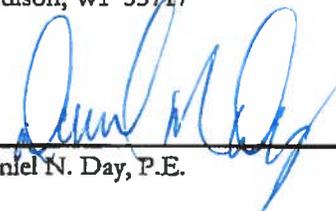
Contractor



Date

Recommended for Payment:

D'Onofrio, Kottke & Associates, Inc.
7530 Westward Way
Madison, WI 53717



Daniel N. Day, P.E.

VERIDIAN PHASE CODE SUMMARY

PROJECT: Glacier Ridge - Street & Utility Improvements
CONTRACTOR: Parisi Construction Co. Inc.
OWNER: VH Cross Plains, LLC
DATE: September 30, 2016
FN: 15-05-168
ESTIMATE NO.: 2

Phase Code	Description	Amount this Period
355	Electrical/Telephone/Gas	\$0.00
360	Street Lights	\$0.00
365	Street Trees	\$0.00
370	Street Signs / Signals	\$0.00
385	Demolition	\$0.00
390	Clearing / Grubbing	\$0.00
395	Erosion Control / Final Stab	\$850.00
400	Mass Earthwork	\$0.00
405	Detention Pond Grading	\$0.00
410	Sanitary Sewer	\$138,080.00
415	Pump Station	\$0.00
420	Storm Sewer	\$0.00
425	Water Main	\$241,317.00
430	Curbs / Sidewalks	\$0.00
435	Subgrade Prep / Base Paving	\$0.00
437	Surface Course Paving	\$0.00
440	Terrace Restoration	\$0.00
445	Traffic Barricades	\$0.00
450	Infrastructure / Amenities	\$0.00
460	Site Maintenance	\$0.00
465	Mailboxes	\$0.00
470	Common Area Landscaping	\$0.00
	SUBTOTAL	\$380,247.00
	RETAINAGE WITHHELD	\$38,024.70
	DUE CONTRACTOR	\$342,222.30

APPLICATION FOR PARTIAL PAYMENT - BREAKDOWN OF SHARED COSTS

PROJECT: Glacier Ridge - Earth Work
CONTRACTOR: Moll Construction, Inc.
OWNER: VH Cross Plains, LLC
DATE: September 30, 2016
FN: 15-05-168
ESTIMATE NO.: 2

Item No.	Description	Contract Quantity	Unit	Unit Price	Total Project				Veridian Share				Village Share				Phase Code
					Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	
101	Performance & Payment Bonds					0.00		0.00									
102	Mobilization	1	LS	\$5,000.00	0	0.00	1	5,000.00	0.00	0.00	0.75	3,750.00	0.00	0.00	0.25	1,250.00	400
103	Stone Tracking Pad	1	EA	\$1,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
104	Clearing and Grubbing	1	LS	\$12,660.00	0	0.00	1	12,660.00	0	0.00	1	12,660.00	0	0.00	0	0.00	390
105	Silt Fence	2,100	LF	\$2.00	0	0.00	1,000	2,000.00	0	0.00	200	400.00	0	0.00	800	1,600.00	395
106	Earth Berm	2,400	LF	\$2.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
107	Velocity Check	3	EA	\$550.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
108	Rock Check Dam - 12" Stone	1	EA	\$1,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
109	Stone Weeper with Sump	7	EA	\$400.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
110	Strip Topsoil	39,500	CY	\$1.80	15,000	27,000.00	45,000	81,000.00	15,000	27,000.00	38,000	68,400.00	0	0.00	7,000	12,600.00	400
111	Unclassified Excavation	45,300	CY	\$2.75	30,000	82,500.00	50,000	137,500.00	30,000	82,500.00	44,000	121,000.00	0	0.00	6,000	16,500.00	400
112	Over -Excavate Infiltration Basin	1,100	CY	\$3.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
113	Truck-In Sand to Backfill Infiltration Basin	1,100	CY	\$31.37	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
114	On-Site Sand to Backfill Infiltration Basin	1,100	CY	\$5.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
115	Clay Liner Excavation	1,600	CY	\$3.75	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
116	Engineered Soil	875	CY	\$60.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
117	Sand or Pea Gravel Storage Layer - 3' Deep	700	SY	\$45.37	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
118	6" PVC Pipe Underdrain w/Cleanout & Drawdown Outlet	170	LF	\$32.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
119	Standpipe for Bio-Retention Basin	2	EA	\$5,500.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
120	Strip Topsoil & Station Grade 6' Wide Asphalt Path to School	5.1	STA	\$400.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	400
121	Respread Topsoil - 6" Deep	90,000	SY	\$0.45	20,000	9,000.00	20,000	9,000.00	20,000	9,000.00	20,000	9,000.00	0	0.00	0	0.00	400
122	Fertilize, Seed & Mulch (lots)	82,700	SY	\$0.36	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
123	Detention Basin Seed Mix	7,300	SY	\$0.80	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
124	Infiltration Basin Seed Mix	1,900	SY	\$0.90	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
125	Class I Urban Type A Erosion Mat	7,300	SY	\$1.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
126	Class II Type C Organic Erosion Mat	5,000	SY	\$4.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
127	15" RCP Storm Pipe	38	LF	\$60.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
128	15" RCP Endwall & Pipe Gate	2	EA	\$1,050.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
129	Storm Sewer Trench Backfill	38	TF	\$10.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405
130	Medium Rip-Rap on Geotextile	5	SY	\$125.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	405

APPLICATION FOR PARTIAL PAYMENT - BREAKDOWN OF SHARED COSTS

PROJECT: Glacier Ridge - Street & Utility Improvements
CONTRACTOR: Parisi Construction Co. Inc.
OWNER: VH Cross Plains, LLC
DATE: September 30, 2016
FN: 15-05-168
ESTIMATE NO.: 2

Item No.	Description	Contract Quantity	Unit	Unit Price	Total Project				Veridian Share				Village Share				Phase Code
					Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	
101	Performance/Payment Bonds					0.00		0.00									
102	Mobilization	1	LS	\$10,000.00	0.75	7,500.00	1.00	10,000.00	0.60	6,000.00	0.80	8,000.00	0.15	1,500.00	0.20	2,000.00	410
103	Maintain Existing Erosion Controls	1	EA	\$1,000.00	0.25	250.00	0.50	500.00	0.20	200.00	0.40	400.00	0.05	50.00	0.10	100.00	395
104	Construction Entrance	1	EA	\$600.00	1	600.00	2	1,200.00	0.75	450.00	1.50	900.00	0.25	150.00	0.50	300.00	395
105	Velocity Check	10	EA	\$400.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
106	Earthen Berm	850	LF	\$2.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
107	Stone Weeper w/Sump	3	EA	\$400.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
108	Silt Fence	60	LF	\$2.10	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
109	Field Core Ex Manhole & Install Boot	1	EA	\$1,200.00	0	0.00	1	1,200.00	0	0.00	0	0.00	0	0.00	1	1,200.00	410
110	10" SDR 26 PVC Sanitary Sewer	369	LF	\$30.00	0	0.00	369	11,070.00	0	0.00	0	0.00	0	0.00	369	11,070.00	410
111	10" PVC Sanitary Sewer	1,008	LF	\$28.00	146	4,088.00	1,010	28,280.00	146	4,088.00	365	10,220.00	0	0.00	645	18,060.00	410
112	8" PVC Sanitary Sewer	1,984	LF	\$26.00	1,984	51,584.00	1,984	51,584.00	1,984	51,584.00	1,984	51,584.00	0	0.00	0	0.00	410
113	4" PVC Sanitary Sewer Laterals	1,985	LF	\$24.00	1,962	47,088.00	1,962	47,088.00	1,962	47,088.00	1,962	47,088.00	0	0.00	0	0.00	410
114	Tracer Wire and Terminal Box	43	EA	\$110.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	410
115	Standard Manhole (6')	13	EA	\$2,100.00	9	18,900.00	13	27,300.00	9	18,900.00	10	21,000.00	0	0.00	3	6,300.00	410
116	Extra Manhole Depth	53.9	VF	\$190.00	25.3	4,807.00	53.9	10,241.00	25.3	4,807.00	30.2	5,738.00	0.0	0.00	23.7	4,503.00	410
117	Sanitary Sewer Trench Compaction	5,346	TF	\$1.00	4,113	4,113.00	5,346	5,346.00	4,113	4,113.00	4,332	4,332.00	0	0.00	1,014	1,014.00	410
118	12" x 12" Live Tap and Valve with Road Box	1	EA	\$3,000.00	1	3,000.00	1	3,000.00	0	0.00	0	0.00	1	3,000.00	1	3,000.00	425
119	12" DI Water Main	1,390	LF	\$48.00	1,402	67,296.00	1,402	67,296.00	366	17,568.00	366	17,568.00	1,036	49,728.00	1,036	49,728.00	425
120	8" DI Water Main	2,165	LF	\$40.00	2,209	88,360.00	2,209	88,360.00	2,209	88,360.00	2,209	88,360.00	0	0.00	0	0.00	425
121	6" DI Water Main	140	LF	\$45.00	155	6,975.00	155	6,975.00	111	4,995.00	111	4,995.00	44	1,980.00	44	1,980.00	425
122	12" Valve and Box	3	EA	\$3,200.00	4	12,800.00	4	12,800.00	2	6,400.00	2	6,400.00	2	6,400.00	2	6,400.00	425
123	8" Valve and Box	6	EA	\$2,000.00	6	12,000.00	6	12,000.00	6	12,000.00	6	12,000.00	0	0.00	0	0.00	425
124	6" Valve and Box	10	EA	\$1,600.00	10	16,000.00	10	16,000.00	8	12,800.00	8	12,800.00	2	3,200.00	2	3,200.00	425
125	Fire Hydrant	10	EA	\$3,000.00	10	30,000.00	10	30,000.00	8	24,000.00	8	24,000.00	2	6,000.00	2	6,000.00	425
126	1" Copper Services	43	EA	\$1,100.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	425
127	Water Main Pipe Insulation	224	SF	\$5.00	224	1,120.00	224	1,120.00	0	0.00	0	0.00	224	1,120.00	224	1,120.00	425
128	Water Main Trench Compaction	3,695	TF	\$1.00	3,766	3,766.00	3,766	3,766.00	2,686	2,686.00	2,686	2,686.00	1,080	1,080.00	1,080	1,080.00	425
129	76" x 48" HERCP Storm Sewer	344	LF	\$190.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
130	24" X 38" HERCP Storm Sewer	438	LF	\$94.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
131	30" RCP Storm Sewer	539	LF	\$61.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420

Item No.	Description	Contract Quantity	Unit	Unit Price	Total Project				Veridian Share				Village Share				Phase Code
					Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	
132	27" RCP Storm Sewer	96	LF	\$58.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
133	24" RCP Storm Sewer	52	LF	\$60.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
134	21" RCP Storm Sewer	328	LF	\$43.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
135	18" RCP Storm Sewer	71	LF	\$44.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
136	15" RCP Storm Sewer	146	LF	\$34.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
137	12" RCP Storm Sewer	760	LF	\$33.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
138	76" x 48" HERCP Endwall & Gate	8	EA	\$5,500.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
139	24" x 38" HERCP Endwall & Gate	5	EA	\$2,100.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
140	30" RCP Endwall & Gate	1	EA	\$2,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
141	27" RCP Endwall & Gate	1	EA	\$1,900.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
142	18" RCP Endwall & Gate	2	EA	\$1,450.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
143	12" RCP Endwall & Gate	3	EA	\$1,350.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
144	Storm Sewer Catch Basin	13	EA	\$2,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
145	Curb Inlet	20	EA	\$1,800.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
146	Inlet Protection (Include Yards Drains)	24	EA	\$105.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
147	Storm Sewer Trench Compaction	2,774	TF	\$1.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
148	Heavy Rip-Rap	225	SY	\$30.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
149	Medium Rip-Rap	35	SY	\$30.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	420
150	Finish Grade Street Right-of-Way	35.25	STA	\$530.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
151	Remove Curb and Gutter	40	LF	\$5.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
152	Remove Asphalt Pavement and Base	450	SY	\$3.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
153	Utility Conduit Crossings	280	TF	\$11.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
154	Undercut and Backfill w/Crushed Stone	880	CY	\$27.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
155	Adjust Castings	47	EA	\$320.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
156	Sawcut	105	LF	\$3.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
157	18" Crushed Stone Base	4,600	SY	\$12.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
158	12" Crushed Stone Base	7,150	SY	\$8.35	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
159	18" Curb and Gutter with Base	180	LF	\$17.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
160	30" Curb and Gutter with Base	7,000	LF	\$14.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
161	Concrete Median Island Nose	2	EA	\$1,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
162	1-3/4" Binder Asphalt Pavement	11,750	SY	\$5.60	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
163	5" Sidewalk w/Base	21,550	SF	\$3.05	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
164	5" Sidewalk Ramps w/Base	1,200	SF	\$5.50	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
165	Strip Topsoil and Station Grade Sidewalk at Driveway Entrance	1.25	STA	\$1,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
166	8" Driveway Apron & Sidewalk w/Base	345	SF	\$6.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
167	3" Thick Asphalt Trail 10' Wide on 6" Thick Crushed Stone Base 12' Wide	1,475	SY	\$18.80	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435

Item No.	Description	Contract Quantity	Unit	Unit Price	Total Project				Veridian Share				Village Share				Phase Code
					Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	Quant this Period	Amount this Period	Quant to Date	Amount to Date	
168	3" Thick Asphalt Trail 6' Wide on 6" Thick Crushed Stone Base 8' Wide	340	SY	\$32.60	0	0.00	0	0.00		0.00		0.00		0.00		0.00	435
169	Detectable Warning Fields	17	EA	\$150.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
170	Respread Topsoil - 6" (Lots)	25,000	SY	\$0.45	0	0.00	0	0.00		0.00		0.00		0.00		0.00	400
171	Grade, Fertilize, Seed & Mulch (Lots)	25,000	SY	\$0.36	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
172	Respread Topsoil (Terraces)	8,200	SY	\$2.25	0	0.00	0	0.00		0.00		0.00		0.00		0.00	440
173	Fine Grade, Fertilize, Seed & Mulch (Terraces)	7,250	SY	\$0.75	0	0.00	0	0.00		0.00		0.00		0.00		0.00	440
174	Fine Grade, Fertilize, Seed and E-Mat (Terraces)	950	SY	\$1.85	0	0.00	0	0.00		0.00		0.00		0.00		0.00	440
175	Respread Topsoil 8' Wide Adjacent Paths to School	1,150	SY	\$3.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	440
176	Fine Grade, Fertilize and Seed (Paths to School)	1,150	SY	\$0.41	0	0.00	0	0.00		0.00		0.00		0.00		0.00	440
177	Class I Urban Type A Erosion Control Mat (Paths to School)	1,150	SY	\$1.55	0	0.00	0	0.00		0.00		0.00		0.00		0.00	395
178	New Traffic Barricade w/ Road Closed Sign	6	EA	\$500.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	445
179	Cold Weather Plastic Sidewalk	23,095	SF	\$0.20	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
180	TAPCO RRFB-XL Pushbutton Activated Solar Powered Crosswalk System	1	EA	\$12,000.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	445
181	Internal Chimney Seal	13	EA	\$500.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	410
182	8" Concrete Path on 6" Crushed Stone Base	72	SF	\$6.00	0	0.00	0	0.00		0.00		0.00		0.00		0.00	430
TOTAL:						\$380,247.00		\$435,126.00		\$306,039.00		\$318,071.00		\$74,208.00		\$117,055.00	
						LESS RETAINAGE(10%):		\$43,512.60		<u>\$30,603.90</u>				<u>\$7,420.80</u>			
						LESS PREVIOUS ESTIMATES:		<u>\$49,391.10</u>									
						DUE CONTRACTOR:		\$342,222.30		\$275,435.10		< - - Veridian Share		\$66,787.20		< - - Village Share	

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution granting the Village Administrator/Clerk the authority to authorize up to \$50,000 aggregate credit card limit to Village Employees.

RESOLUTION NO. 22-2016

The Board of Trustees of the Village of Cross Plains adopts the following Resolution:

WHEREAS the Village of Cross Plains, appointed Caitlin Stene to serve as the Village Administrator/Clerk on September 19,2016.

NOW, THEREFORE, BE IT RESOLVED that the Village of Cross Plains HEREBY AUTHORIZES Village Administrator/Clerk, Caitlin Stene, the authority to authorize up to \$50,000 aggregate credit card limit to Village Employees through the Village's financial institution, the State Bank of Cross Plains.

Adopted, approved, and recorded December 12, 2016.

Village of Cross Plains:

Attest:

By: _____

By: _____

J. Patrick Andreoni
Village President

Caitlin M. Stene
Village Administrator/Clerk

(SEAL)

MAHONEY NETWORK SOLUTIONS, LLC

To: **Village of Cross Plains**

Date: 12/6/2016
Contact: Caitlin Stene
Phone Number: 608-798-3241
Fax Number: _____
E-Mail Address: cstene@cross-plains.wi.us

QUOTATION

Quantity	Stock Number	Description	Your Price Per/Unit	Total Price
8		Microsoft Surface Pro M	\$894.00	\$7,152.00
		128GB SSD		\$0.00
		4GB RAM		\$0.00
		Windows 10 Pro		\$0.00
1		Wireless Access Point	\$175.00	\$175.00
8		Microsoft Office 2016 Home and Business	\$216.00	\$1,728.00
8		Microsoft Surface Pro Keyboard cover	\$129.00	\$1,032.00
36		Estimated Labor hours	\$90.00	\$3,240.00
		Setup Surface Pro		\$0.00
		Setup E-mail and One Drive on the Office 365		\$0.00
		Setup Wireless Access in Board Room		\$0.00
				\$0.00
		TOTAL		\$13,327.00

Pat Mahoney

Account Manager

12/8/2016

Date

Mahoney Network Solutions, LLC

** Prices quoted are valid for 15 days*
Thank you for giving MAHONEY NETWORK SOLUTIONS the opportunity to quote your needs.

Regular Plan Commission Meeting

Meeting Minutes

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

Monday, December 5, 2016

7:00 pm

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

President Andreoni called the meeting to order at 7:00 pm.

Present: Commissioners Judy Ketelboeter, Cliff Zander, Randy Case, Todd DuQuette, Ron Hilmonowski, Mitch Hogan, President Andreoni

Also Present: Village Planner – Mike Slavney, David Morrill, Jacob Sivertson, and Judy Sonnemann

II. **Public Comment** – None.

III. **General Business**

1. Discussion and action regarding minutes of regular meeting held September 12, 2016. – A motion was made by commissioner Ketelboeter, seconded by commissioner DuQuette, and unanimously carried by the Plan Commission to approve the meeting minutes of the September 12, 2016 regular meeting.

2. Consideration of a request from Incredible Cars LLC for a Conditional Use Permit as a Vehicle Sales use located at 2563 Main Street.

a. Public Hearing – A motion was made by Commissioner DuQuette, seconded by Commissioner Ketelboeter, and unanimously carried by the Plan Commission to open the Public Hearing at 7:02 pm.

- Jacob Sivertson was present on behalf of Incredible Cars LLC regarding their submittal for a Conditional Use Permit, stating his support for the application, and reviewing the submittal.
- David Morrill was present on behalf of Incredible Cars LLC regarding their submittal for a Conditional Use Permit, stating his support for the application, and reviewing the submittal.
- Mike Slavney, Village Planner, provided an overview of the proposed project and staff recommended conditions.

- Caitlin Stene, Zoning Administrator, provided an overview of the Staff Report.
- Judy Sonnemann, Adjacent Business Owner, stated her support for the project.

A motion was made by Commissioner Hogan, seconded by Commissioner Hilmonowski, and unanimously carried by the Plan Commission to close the Public Hearing at 7:12 pm.

b. Discussion and action to make a recommendation to the Village Board – Following discussion, a motion was made by Commissioner Ketelboeter, seconded by Commissioner Hogan, for the Plan Commission to recommend approval of a Conditional Use Permit as a Vehicle Sales use located at 2563 Main Street subject to the following conditions:

1. The Conditional Use Permit shall be issued to one or both owners of Incredible Cars LLC;
2. Vehicles shall not be displayed nor parked at any time on property depicted as greenspace on the Site Plan;
3. Vehicles may be reconditioned on site but they may not be repaired on site;
4. General outdoor storage of inoperable vehicles, equipment, parts or other items is prohibited with exception to those operable vehicles for sale and the use of the customer/employee parking.
5. Applicant shall install and maintain a stormwater management control infiltration system as shown on proposed site plan and approved by Village Staff; and
6. The Plan Commission accepts the written report prepared by the Zoning Administrator.

A roll call vote was requested. Yes – Andreoni, Case, DuQuette, Hilmanowski, Hogan, and Ketelboeter. No – None. Abstain – Zander. Motion carried 6 – 0 – 1.

V. Adjournment

A motion was made by Commissioner DuQuette, and seconded by Commissioner Hogan, and unanimously carried by the Plan Commission to adjourn the meeting at 7:16 pm.

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

Respectfully submitted,

Caitlin Stene, Village Administrator/Clerk

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution authorizing a conditional use to permit vehicle sales land uses at property located at 2563 Main Street, Village of Cross Plains

RESOLUTION NO. 21-2016

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

WHEREAS, 2563 Main Street is currently zoned Community Mixed Use CMU and has been used as such since development;

WHEREAS, 2563 Main Street (0707-034-8047-1) is to be occupied by Incredible Cars LLC;

WHEREAS, business owners Jacob Sivertson and Dave Morrill will be leasing the use of the facility/property from Property Owner Caryl M. Zander Irrev Tr. in order to operate their business at this location;

WHEREAS, the intended land use is for Vehicle Sales and a Conditional Use Permit is required to permit this use within CMU zoning district for this property;

WHEREAS, the application is in compliance with the Village Comprehensive Plan and Village Zoning Code (Chapter 84); and

WHEREAS, a public hearing has been held and a Staff Report filed by the Village Zoning Administrator, and the Plan Commission has recommended approval of the Conditional Use to the Village Board upon certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Cross Plains approves a conditional use permit to permit a Vehicle Sales Land Use within Community Mixed Use CMU zoning district at 2563 Main Street, subject to the following terms and conditions:

1. The Conditional Use Permit shall be issued to one or both owners of Incredible Cars LLC;
2. Vehicles shall not be displayed nor parked at any time on property depicted as greenspace on the Site Plan;
3. Vehicles may be reconditioned on site but they may not be repaired on site;

4. General outdoor storage of inoperable vehicles, equipment, parts or other items is prohibited with exception to those operable vehicles for sale and the use of the customer/employee parking;
5. Applicant shall install and maintain a stormwater management control infiltration system as shown on proposed site plan and approved by Village Staff;
6. The written staff report prepared by the Zoning Administrator is hereby received and accepted.

BE IT FURTHER RESOLVED that the Village Administrator/Clerk-Treasurer has the authority as Zoning Administrator to effectuate this resolution.

This resolution shall take effect upon its passage and publication or posting as provided by Law.

Dated this 12th day of December, 2016.

Village of Cross Plains:

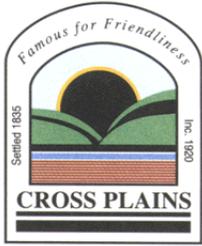
Attest:

By: _____

J. Patrick Andreoni
Village President

By: _____

Caitlin Stene
Village Administrator/Clerk



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

Memorandum

To: Village Board
From: Caitlin Stene, Zoning Administrator
Date: December 6, 2016
Re: **Incredible Cars** – Conditional Use Permit Request

Executive Summary

The Village is in receipt of a request from Incredible Cars, LLC to increase their vehicle sales business display area located at 2563 Main Street. The business received a conditional use permit for their operations in June 2015. The current conditional use permit is attached as Appendix A for reference. The property is located within the Community Mixed Use (CMU) Zoning District and potentially allows for Incredible Cars as a “Vehicle Sales” land use. Vehicle Sales are a conditional use within the CMU Zoning District.

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 must seek an amendment to its conditional use permit through the conditional use process. Expansion of the pavement on the site, which is being proposed, is a physical enlargement of the previously approved conditional use requiring the review and recommendation by the Plan Commission to the Village Board.

The Plan Commission held a public hearing, conducted its review, and made a recommendation to the Village Board at its December 5, 2016 meeting. This memorandum will summarize the request and serve as the official Staff Report by reviewing the submittals against the relevant sections of the Zoning Code.

Project Background

The property is the former location for the Hair Chamber which was a beauty salon and hair cut business for several years prior to being leased by Incredible Cars for their business operations. The improvement proposed to the site include adding pavement to the north (1,120 square feet), west (900 square feet), and east (1,470 square feet). Additionally, a small strip of pavement on the south will be removed (266.5 square feet). All together the net new pavement is proposed to be 2,418 square feet. The sales area would consist of an estimated 3,569 square feet which is proposed to allow for approximately 40 to 45 vehicles to be displayed. The proposed site plan continues to provide 4 spaces dedicated to user parking. Enclosed with this memorandum as Appendix B, is their application for a Conditional Use Permit as required by the Zoning Code.

Code Review

Chapter 84 - Article II - Section 84.35: CMU Community Mixed Use District (Appendix C)

The CMU District is intended to provide a wide range of large and small scale office, retail, service, and lodging uses that are compatible with the desired community character. By definition, the Incredible Cars proposal is allowed only with the granting of a conditional use permit as a Vehicle

Sales land use (Section 84.35(c)(21)). Incredible Cars was granted a conditional use permit in 2015 which allows for the vehicle sales land use on their site. The current request does not include any changes to the building footprint. The proposal currently is to increase the pavement on-site to allow for additional space for vehicle displays. The application as proposed requires further review within Article III (Land Use Regulations), VI (Overlay Zoning Districts), Article VII (Performance Standards), Article VIII (Landscaping Regulations) and IX (Administration and Procedures). Additionally, while this redevelopment is disturbing less than 4,000 square feet of land, technical staff believes it is important given the overall size of the pavement area to include stormwater control for the site (chapter 64 of the Village code). The Plan Commission may also levy additional conditions on the application through the process defined in Appendix H. The project as proposed appears to meet all aspects of the CMU Zoning District for existing facilities as presented to the Plan Commission.

Chapter 84 - Article III - Section 84.58(s): Vehicle Sales (Appendix D)

This portion of the code defines the land use and parking requirements necessary to support the use requested. The applicant included a response to each requirement in their submittal listed in Appendix B under Subsection B on page 2. The sales area will be delineated by striping the parking lot to provide for an estimated 3,569 square feet of vehicle sales space. They may only park operable vehicles within the defined sales area and may not use the landscaping areas for any activity, including car display. The parking calculation requires at least 4 spaces which will allow for one handicap, one employee space, and two spaces for customers. The use as proposed appears to meet all aspects of the Land Use requirements for Vehicle Sales as presented to the Plan Commission.

Chapter 84 - Article VI - Section 84.94: (GW-O) Groundwater Protection Overlay Zoning District (Appendix E)

A portion of the property falls within Zone C of the Groundwater Protection Overlay District as defined on the enclosed map. This does include the building. Note that the proposed use is not prohibited and could be allowed as a conditional use, the same as what the underlying district requires for Vehicle Sales land uses. The use as proposed appears to meet all aspects of the Land Use requirements for Zone C within GW-O.

Chapter 84 - Article VII - Section 84.106: Exterior Lighting Standards (Appendix F)

The proposed site plan will need to comply with the exterior lighting standards as outlined in the code. The Village received a photometric site plan for the newly installed light fixture on the west side of the property. The new light fixture complies with the Village code.

Chapter 84 - Article VIII – Section 84.133 (b) Landscaping Requirements – Paved Areas (Appendix G)

The proposed site plan will need to comply with landscaping requirements set forth in the “paved areas” section of the code. This area states that the site will need a total of 40 landscaping points with a minimum of 30 percent of the points devoted to medium or tall trees, or a combination of such trees, and a minimum of 40 percent of the points devoted to shrubs. The site plan includes planting two blue spruce trees west of the front sales area and four bushes around the exiting building. The landscape plan appears to meet all aspects of the Landscaping Requirements for paved areas.

Chapter 84 - Article IX - Section 84.161: Conditional Uses (Appendix H)

The proposal to locate a Vehicle Sales Use (i.e. – Incredible Cars) on this property is allowed only through a conditional use permit. There are certain uses defined within the code, which because of their unique characteristics make them impractical to predetermine their permissibility. In these

cases, specific standards, regulations, and/or conditions may be established by the Plan Commission and Village Board upon review of a request for a Conditional Use Permit. The application is included with this memorandum as Appendix B. Please note that the application requirements by which a conditional use permit must complete are listed in Section 84.161(d). A Class I notice was published on November 24th in the News Sickle Arrow as notification of the meeting and public hearing. Notices were also distributed to property owners within 100 feet of the property. The application is sufficient to meet the requirements of the code in order for the Plan Commission to hold the hearing, conduct its review, and consider any conditions.

Chapter 65 – Erosion Control and Stormwater Management

While this redevelopment is disturbing less than 4,000 square feet of land, technical staff believes it is important given the overall size of the pavement area to include stormwater control for the site. The applicant has added clear stone infiltration tranches along the proposed pavement on the north, south, and west of the site. Technical staff feels comfortable with this proposed stormwater control technique. Staff asks that the stormwater management control infiltration system and its continued maintenance be added as a condition to the permit.

Zoning Administrator Review

The Zoning Administrator is required to evaluate the completed application against the provisions of 84.161(e)(3) as follows:

- a. *Is in harmony with the recommendations of the Comprehensive Plan* – The subject property in question is currently adjacent to US Highway 14 (Main Street). The Future Land Use Map designates this property as “Planned Business” which is consistent with the intended use as well as its current zoning. The discussion previously when granting the current conditional use permit highlighted the areas of which the proposal failed to meet some objectives of the Comprehensive Plan. The then Zoning Administrator stated that the proposed use may be in conflict with the Comprehensive Plan. Ultimately, the conditional use permit was granted to the business with knowledge of the Comprehensive Plan objectives.
- b. *Will result in a substantial or undue adverse impact on nearby property...* – As Zoning Administrator, it is my opinion that this business and use will not have an adverse impact on neighboring properties. In fact, the addition of pavement will mitigate any overflow car displaying that has happened in the past on neighboring properties.
- c. *Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property* – The proposed use continues to operate a vehicle sales business on the property which was allowed under the current conditional use permit.
- d. *The conditional use is located in an area that will be adequately served by public improvements* – The property is well served and further enhanced by public improvements, especially with the completion of Highway 14 in 2015.
- e. *The potential public benefits outweigh any and all potential adverse impacts of the proposed conditional use* – The proposal continues the operation of a business along Main Street, which when originally proposed filled a vacancy on street. During the previous conditional use permit process in 2015, the former Zoning Administrator outlined an opinion that based on the information presented

there was not enough public benefit to support the application. Ultimately a conditional use permit with specific requirements was approved and issued to Incredible Cars. The current proposed site plan includes landscaping and stormwater management. Additional information is needed regarding the sites exterior lighting. The Plan Commission will need to discuss all areas of this proposal and its relation to the code when determining public benefit and its recommendation to the Village Board.

Recommendation

The Plan Commission recommends approval of a Conditional Use Permit for Incredible Cars, LLC located at 2563 Main Street subject to the following conditions (minutes enclosed):

1. The Conditional Use Permit shall be issued to one or both owners of Incredible Cars LLC;
2. Vehicles shall not be displayed nor parked at any time on property depicted as greenspace on the Site Plan;
3. Vehicles may be reconditioned on site but they may not be repaired on site;
4. General outdoor storage of inoperable vehicles, equipment, parts or other items is prohibited with exception to those operable vehicles for sale and the use of the customer/employee parking;
5. Applicant shall install and maintain a stromwater management control infiltration system as shown on proposed site plan and approved by Village Staff; and
6. The written staff report prepared by the Zoning Administrator is hereby received and accepted, as modified by conditions added by the Plan Commission or Village Board.

Appendices

Appendix A – Current Incredible Cars Conditional Use Permit

Appendix B – Application for Conditional Use Permit, Site Plan, and Other Submittals

Appendix C – Section 84.35: (CMU) Community Mixed Use District

Appendix D – Section 84.58(s): Commercial Land Uses (Vehicle Sales)

Appendix E – Section 84.94: (GW-O) Groundwater Protection Overlay Zoning District

Appendix F – Section 84.106: Exterior Lighting Standards

Appendix G – Section 84.133 (b) Landscaping Requirements – Paved Areas

Appendix H – Section 84.161: Conditional Use

Appendix A

Village of Cross Plains

2417 Brewery Road, PO Box 97
Cross Plains, WI 53528
(608) 798-3241 – (608) 798-3817 fax

Conditional Use Permit

PERMIT issued this 22nd day of June, 2015, between the Village of Cross Plains, a municipal corporation with its principal office located at 2417 Brewery Road, Cross Plains, Wisconsin 53528 ("Village"), and Incredible Cars LLC, His heirs, successors or assigns, Jacob Sivertson and/or David Morrill.

WHEREAS, Incredible Cars LLC leases ~~owns~~ property at 2563 Main St., otherwise known and described as used car dealership, Village of Cross Plains, Dane County, Wisconsin, Tax Parcel No. 0707-034-8047-1, located in the Community Mixed Use (CMU) zoning district, and has applied for a Conditional Use Permit for a Vehicle Sales use on this property; and

WHEREAS, the Plan Commission, reviewed the application for the Conditional Use Permit and found that the conditions required by section 84.35, 84.58(s), 84.94, 84.161 of the Village Code were met; and

WHEREAS, the Plan Commission recommended to the Board of Trustees approval of a Conditional Use Permit for a Vehicle Sales use; and

WHEREAS, the Board of Trustees reviewed the findings of the Plan Commission and approved the recommendation of the Plan Commission, based upon the standards contained in - 84.35, 84.58(s), 84.94, 84.161 of the Village Code.

NOW, THEREFORE, in consideration of the granting of the Conditional Use Permit to Incredible Cars LLC conditioned upon the following:

Subject to the conditions adopted by the Village Board for the Village of Cross Plains detailed in the attached minutes from the meeting held June 22, 2015.

agrees to follow and abide by these conditions, and acknowledges that any violation of such conditions shall subject him to the penalty provisions of the Village of Cross Plains Zoning Ordinance, and shall be cause for revocation of such permit.

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution authorizing a conditional use to permit vehicle sales land uses at property located at 2563 Main Street, Village of Cross Plains

RESOLUTION NO. 10-2015

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

WHEREAS, 2563 Main Street is currently zoned Community Mixed Use CMU and has been used as such since development;

WHEREAS, 2563 Main Street (0707-034-8047-1) is to be occupied by Incredible Cars LLC;

WHEREAS, business owners Jacob Sivertson and Dave Morrill will be leasing the use of the facility/property from Property Owner Caryl M. Zander Irrev Tr. in order to start their business at this location;

WHEREAS, the intended land use is for Vehicle Sales and a Conditional Use Permit is required to permit this use within CMU zoning district for this property;

WHEREAS, the application is in compliance with the Village Comprehensive Plan and Village Zoning Code (Chapter 84); and

WHEREAS, a public hearing has been held and a Staff Report filed by the Village Zoning Administrator, and the Plan Commission has recommended approval of the Conditional Use to the Village Board upon certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Cross Plains approves a conditional use permit to permit a Vehicle Sales Land Use within Community Mixed Use CMU zoning district at 2563 Main Street, subject to the following terms and conditions:

1. The Conditional Use Permit shall be issued to one or both owners of Incredible Cars LLC;
2. Vehicles shall not be displayed nor parked at any time on property currently used as greenspace;
3. Vehicles may be reconditioned on site but they may not be repaired on site;

4. General outdoor storage of inoperable vehicles, equipment, parts or other items is prohibited with exception to those operable vehicles for sale and the use of the customer/employee parking;
5. Applicant shall meet the requirements of Article VIII of the Zoning Code as it relates to landscaping subject to further negotiations with the prospective landlord;
6. Applicant shall meet the requirements of Section 84.106 of the Zoning Code as it relates to exterior lighting subject to further negotiations with the prospective landlord; and
7. The written staff report prepared by the Zoning Administrator is hereby received and accepted.

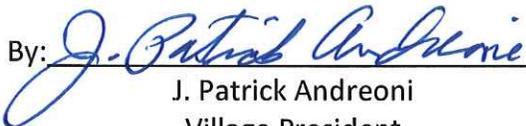
BE IT FURTHER RESOLVED that the Village Administrator/Clerk-Treasurer has the authority as Zoning Administrator to effectuate this resolution.

This resolution shall take effect upon its passage and publication or posting as provided by Law.

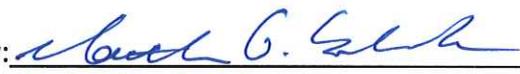
Dated this 22nd day of June, 2015.

Village of Cross Plains:

Attest:

By: 

J. Patrick Andreoni
Village President

By: 

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

Village Board

Meeting Minutes

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

Monday, June 22, 2015
7:00 pm

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

President Andreoni called the regular Village Board meeting to order at 7:00 pm.

Present: Trustees William Brosius, Judy Ketelboeter, Jay Lengfeld, Steve Schunk, Lee Sorensen, Clifford Zander, and President Pat Andreoni.

Also-Present: Joe Gallina, Craig Enzenroth and Eugene Laschinger.

II. Public Comment – None.

III. Consent Agenda – A motion was made by Trustee Brosius, seconded by Trustee Schunk, and unanimously carried by the Village Board to adopt the consent agendas as follows:

1. Minutes of regular meeting held May 18, 2015.

2. Total Disbursements from 5/14/2015 through 6/17/2015 in the amount of \$651,631.94 broken down as follows:

- 110 – General Fund: \$187,557.26
- 120 – Capital Fund: \$77,204.34
- 130 – Library Fund: \$11,840.40
- 140 – Parks/Rec Fund: \$31,539.98
- 150 – Debt Service Fund: \$0.00
- 310 – TID Fund: \$8,912.62
- 660 – Water Utility Fund: \$50,375.45
- 670 – Sewer Fund: \$284,201.86

4. Approval of Temporary Class “B” Licenses as follows:

- “Cross Plains Roar” held by the Cross Plains Lions Club at the American Legion, 2217 American Legion Drive.
- “Parish Picnic” held by St. Francis Xavier Parish located at 2939 Thinnes St.

5. Approval of a Special Event Permit for the Hill and Valley Auto & Americana located at Baer Park on September 19, 2015.

6. Approval of Invoice L37452 for \$80,824.15 and L37453 for \$722,652.60 from Department of Transportation for work related to the reconstruction of Highway 14 (Main Street).

IV. Report of Village Officers

1. Village President

a. Discussion and action regarding 2015 Appointments to Boards, Commissions, and Committees – The Village President made the following appointments (term limit in parenthesis):

- Police Commission – Appoint Dan Layton (2019) to replace Kate Lind.

A motion was made by Trustee Schunk, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to confirm the appointments made by the Village President.

2. Village Administrator/Clerk-Treasurer

- Stated that the recruitment for a new Police Officer had begun and applications would be accepted through July 17th.
- Commented that the first set of Committee meetings were held in June and will continue with their second meetings in July.

3. Miscellaneous Trustee Reports

- Trustee Brosius commented that the first Parks/Recreation Committee meeting was held on June 8th and will work on the following issues at upcoming meetings: community outreach, becoming the first Ice Age Trail Community, discussing dog park, updating parks plan, and reviewing the conceptual development plan for the Buechner Property.
- Trustee Ketelboeter reminded everyone the World's Fair is scheduled for the weekend of June 26-28.

V. Committee/Commission Recommendations

1. Plan Commission

a. Discussion and action regarding Resolution #10-2015 authorizing a Conditional Use Permit for Incredible Cars LLC as a Vehicle Sales use located at 2563 Main Street – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Lengfeld, for the Village Board to approve Resolution #10-2015 authorizing a Conditional Use Permit for Incredible Cars LLC as a Vehicle Sales use located at 2563 Main Street. A roll call vote was requested. Yes – Andreoni, Brosius, Ketelboeter, Lengfeld, Schunk, and Sorensen. No – None. Abstain – Zander. Motion carried 6 – 0 – 1.

VI. General Business

1. Presentation and acceptance of the Annual Audit for fiscal year ending December 31, 2014 – Following presentation and discussion, a motion was made by Trustee Sorensen, seconded by Trustee Schunk, and unanimously carried by the Village Board to accept the Annual Audit for fiscal year ending December 31, 2014.

2. Discussion and action regarding the Sewer Usage Rate Analysis and Rate Increase Recommendation prepared by Town and Country Engineering – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Lengfeld, and unanimously carried by the Village Board to accept the Sewer Usage Rate Analysis and adopt the rate increase as follows:

- Fixed Rate would be set at \$78.
- Variable Rate would be calculated using the established Fixed Rate and projecting cash flow near zero (0).
- The new rate will be implemented as of January 1, 2016.

Trustee Brosius requested Consent Agenda Item #3 be moved to General Business.

A motion was made by Trustee Lengfeld, seconded by Trustee Brosius, and unanimously carried by the Village Board to consider Consent Agenda Item #3 as the third item in General Business.

3. Approval of a Chicken & Honey Bee License for Mellissa Gavin located at 2817 Brewery Rd – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Brosius, and unanimously carried by the Village Board to approve a Chicken and Honey Bee License for Mellissa Gavin located at 2817 Brewery Road.

3. Consideration of a Development Agreement with The Gallina Companies to redevelop the property located at 1400 Bourbon Road as approved by TIF Redevelopment Grant Application #2015-02:

a. Discussion regarding Development Agreement – Following discussion, a motion was made by Trustee Lengfeld, seconded by Trustee Brosius, and unanimously carried by the Village Board to table action on the Development Agreement until a Special Meeting of the Village Board to be held on Monday, July 6, 2015 at 7:00 pm.

b. The Village Board may meet in Closed Session pursuant to 19.85(1)(e) of Wisconsin Statutes to deliberate or negotiate 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, specifically to discuss the Development Agreement – No action was taken on this item.

c. Reconvene into Open Session: To take action, if appropriate, concerning item(s) discussed in Closed Session – No action was taken on this item.

4. Discussion and action regarding the approval/renewal of the following license classes for the period of July 1, 2015 through June 30, 2016:

a. Cigarette – A motion was made by Trustee Lengfeld, seconded by Trustee Sorensen, and unanimously carried by the Village Board to approve the Cigarette License renewals for July 1, 2015 through June 30, 2016.

b. Class A Fermented Malt Beverage and Intoxicating Liquor – A motion was made by Trustee Lengfeld, seconded by Trustee Zander, and unanimously carried by the Village Board to approve the Class A Fermented Malt Beverage and Intoxicating Liquor License renewals for July 1, 2015 through June 30, 2016.

c. Class B Fermented Malt Beverage and Intoxicating Liquor – A motion was made by Trustee Lengfeld, seconded by Trustee Brosius, and unanimously carried by the Village Board to approve the Class B Fermented Malt Beverage and Intoxicating Liquor License renewals for July 1, 2015 through June 30, 2016.

d. Operator's (Bartender's) – A motion was made by Trustee Lengfeld, seconded by Trustee Zander, and unanimously carried by the Village Board to approve the Operator's (Bartender's) License renewals for July 1, 2015 through June 30, 2016. President Andreoni abstained.

5. Discussion and action regarding a Memorandum of Understanding with the Middleton-Cross Plains School District to conduct a traffic study of County Highway P (Church Street) – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Sorensen, and unanimously carried by the Village Board to approve a Memorandum of Understanding with the Middleton-Cross Plains School District to conduct a traffic study of County Highway P (Church Street).

6. Discussion and action regarding the 2016 Budget Goals, Objectives, Process, and Schedule – Following discussion, a motion was made by Trustee Schunk, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to approve the 2016 Budget Goals, Objectives, Process, and Schedule with the modification discussed in the draft.

VII. Closed Session

1. A motion was made by Trustee Ketelboeter, seconded by Trustee Schunk, for the Village Board to meet in Closed Session at 9:40 pm pursuant to 19.85(1)(c) of Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility:

a. 2014 Performance Evaluation of the Village Administrator/Clerk-Treasurer.

b. 2014 Merit Pay Plan for Village Employees.

A roll call vote is required. Yes – Andreoni, Brosius, Ketelboeter, Lengfeld, Schunk, Sorensen, and Zander. No – None. Motion carried 7 – 0.

2. Reconvene into Open Session: *To take action, if appropriate, concerning the item(s) discussed in Closed Session* – Please note the following action items:

- A motion was made by Trustee Brosius, seconded by Trustee Zander, and carried unanimously by the Village Board to return to Open Session at 9:53 pm.
- A motion was made by Trustee Ketelboeter, seconded by Trustee Lengfeld, and carried unanimously by the Village Board to adopt the 2014 Merit Pay Plan for Village Employees as presented.

VIII. Adjournment

A motion was made by Trustee Ketelboeter, seconded by Trustee Sorensen, and unanimously carried by the Village Board to adjourn the meeting at 9:54 pm.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

Appendix B

Application for Conditional Use Permit Update
Incredible Cars LLC
Date of Submission: November 2, 2016

Property Description

Currently: Lot One (1) of Certified Survey Map No. 02302, recorded in the Dane County Register of Deeds office, in the Village of Cross Plains, Dane County, Wisconsin.

Proposed: Unchanged

Parcel Number: 0707-034-8047-1
Address: 2563 Main St, Cross Plains, WI 53528

Current Owner: Caryl M Zander Irrevocable Trust

Authorized Agent for purposes of this Application: Incredible Cars LLC as long-term tenant

Zoning Description

Current zoning classification: Community Mixed Use (Section 84.35) Used Car Lot

Proposed Conditional Use – Section 84.161(d)

- 1) Map – please see Attachment I
- 2) Vehicle Sales. This classification is a principal use permitted as Conditional Use under Section 84.35(c)(21). Incredible Cars has been providing quality, safety-inspected and fully functional cars, trucks, and other vehicles in a fun and clean environment to the Cross Plains community and beyond. Having more than thirteen months at the location, Incredible Cars looks for continued growth and community engagement for years to come.

No immediate changes are intended to the current building exterior or structure.

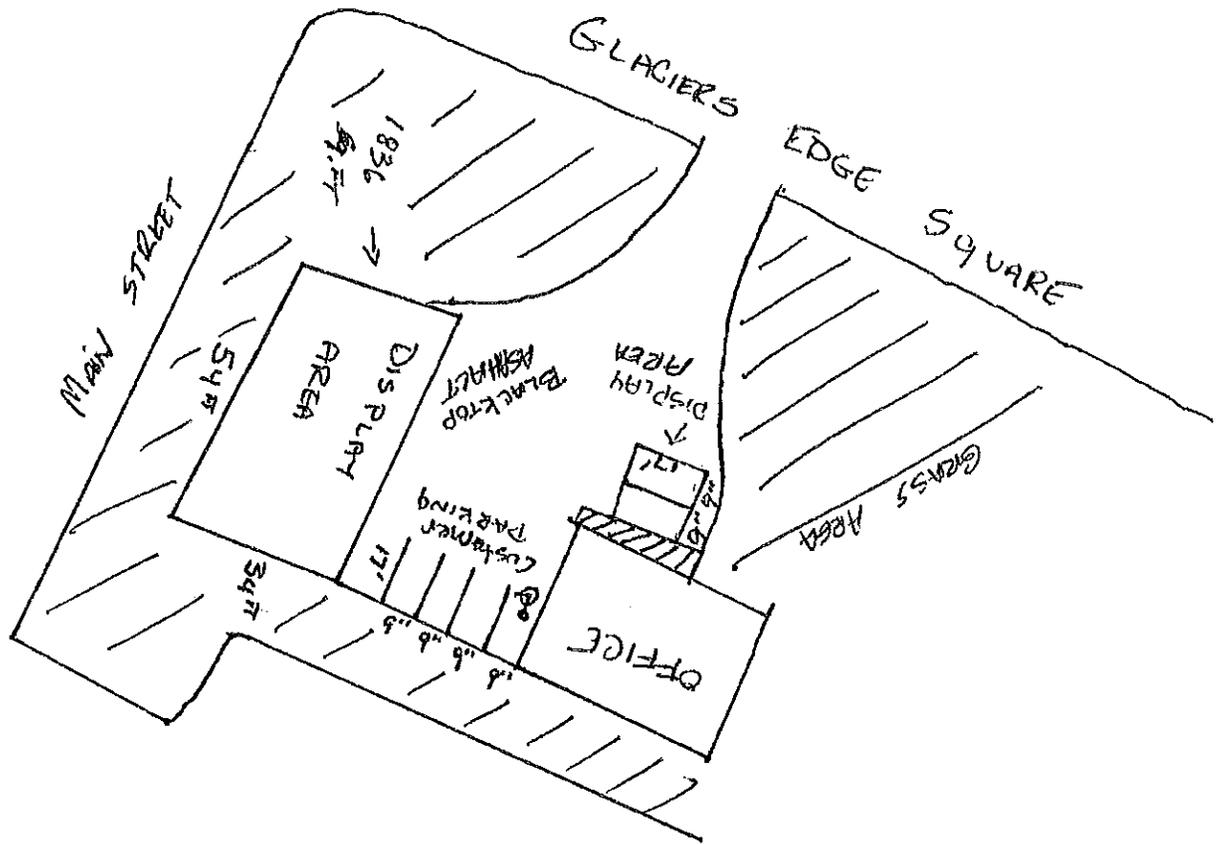
- 3) Site Plan – see attachment II
- 4) Supporting Reasons for Approval of Application
 - A. The Proposed use is consistent with Comprehensive Plan:
The proposed conditional use was determined to be consistent with the Comprehensive Plan when we opened our business. We have utilized the space and given life to the almost vacant property as it was prior to our arrival. We look to further enhance the property aesthetics with lot growth and complimenting landscaping. Our neighbors, including the Piggly Wiggly, have had nothing but positive feedback for our business and welcome our desire to optimize our property's retail space.

B. The Proposed Changes Meet CUP Standards for Approval – Section 84.589(s)

Our sale and display of vehicles will continue to be supported by an ancillary repair shop in the area.

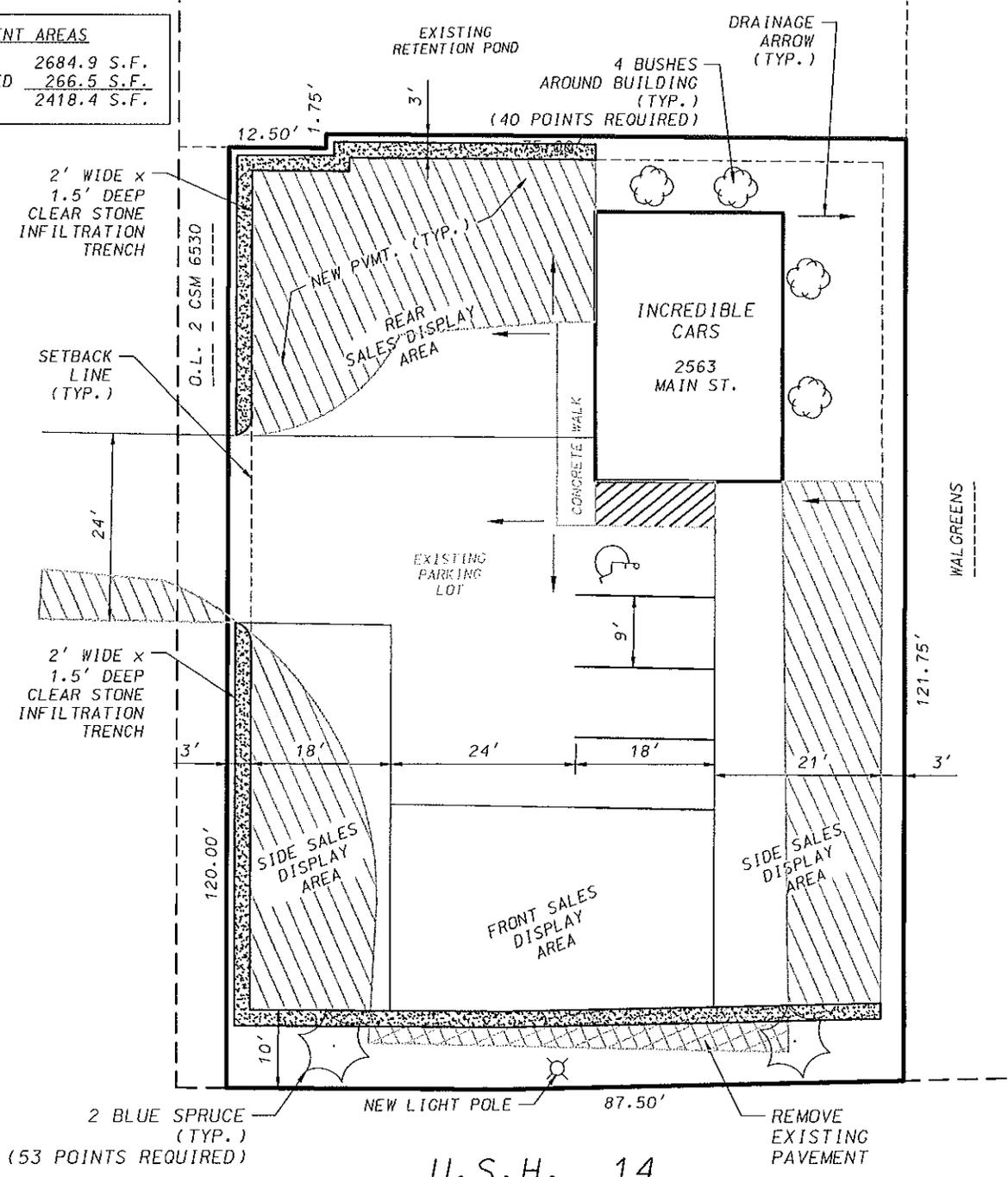
Regulations:

- (1) The outdoor vehicle sales areas are to be enclosed by painted perimeters which completely enclose all vehicles displayed outdoors. This expanded proposed sales display area is an additional 1120 sq ft adjacent to the 306 sq ft currently used to the North, totaling 1426 sq ft of Rear Sales Display area. Also an additional 900 sq ft to the west of the current 836 sq ft of Front Sales Display Area, and 1470 sq ft to the east adjacent to the current front sales display area, giving the total South lot area 3206. The total Sales Display will be an approximate 5000 sq ft.
- (2) The outdoor display is to remain on the asphalt, not conflicting with any protected green space areas, required landscaped areas, or required buffer yards.
- (3) The Facility has no abutting residentially-zoned property.
- (4) Materials will not interfere with any on-site or off-site traffic or pedestrian visibility.
- (5) Only operable vehicles shall be displayed.
- (6) Minimum required parking: The four parking spaces will be relocated as shown, which is consistent with the required parking spaces given our 1200 sq ft of building floor area.



PARKING EXPANSION SITE PLAN

PAVEMENT AREAS	
NEW	2684.9 S.F.
REMOVED	266.5 S.F.
NET	2418.4 S.F.



U.S.H. 14



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



Scale 1" = 20'

DATE: 11-16-16
 F.N.: 16-02-127
 REV.

DRAWN BY: KRG

Appendix C

SECTION 84.35 (CMU) Community Mixed Use Zoning District.

- (a) **Intent.** This district intends to permit a wide range of large and small scale office, retail, service, and lodging uses that are compatible with the desired community character.
- (b) **Principal Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Mixed Use Building Residential Use
 - (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(i)
 - (9) Office
 - (10) Personal or Professional Service
 - (11) Indoor Sales or Service
 - (12) Artisan Production Shop
 - (13) Indoor Maintenance Service
- (c) **Principal Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Single Family
 - (2) Two Flat
 - (3) Cultivation
 - (4) Clear Cutting
 - (5) Market Garden
 - (6) Indoor Institutional
 - (7) Community Living Arrangement (9-15 residents) meeting the requirements of Section 84.57(i)
 - (8) Community Living Arrangement (16+ residents) meeting the requirements of Section 84.57(j)
 - (9) Institutional Residential
 - (10) Outdoor Display
 - (1) Physical Activity Studio
 - (12) Indoor Commercial Entertainment
 - (13) Outdoor Commercial Entertainment
 - (14) In-Vehicle Sales and Service
 - (15) Group Daycare Center
 - (16) Commercial Animal Boarding/Daycare
 - (17) Bed and Breakfast
 - (18) Vacation Rental Home

- (19) Commercial Indoor Lodging
 - (20) Boarding House
 - (21) Vehicle Sales
 - (22) Vehicle Service
 - (23) Vehicle Repair
 - (24) Intensive Outdoor Activity
 - (25) Transit Center
 - (26) Off-Site Parking
 - (27) Large Wind Energy System
 - (28) 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) Landscape Feature
 - (7) Recreational Facility
 - (8) Residential Kennel
 - (9) On-Site Parking
 - (10) Company Cafeteria
 - (11) Incidental Outdoor Display
 - (12) Incidental Indoor Sales
 - (13) Incidental Light Industrial
 - (14) Satellite Dish
 - (15) Personal Antenna and Towers
 - (16) Communication Antenna
- (e) **Accessory Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements.
- (1) Accessory Dwelling Unit
 - (2) Small Wind Energy System
 - (3) 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 Sales
 - (2) Temporary Outdoor Assembly
 - (3) Temporary Shelter Structure
 - (4) Temporary Storage Container
 - (5) Temporary On-Site Construction Storage
 - (6) Temporary Contractor's Project Office
 - (7) Temporary On-Site Real Estate Sales Office

- (8) Temporary Relocatable Building
- (9) Garage or Estate Sale
- (10) Farmer’s Market (requires conditional use permit)

(g) Density, Intensity, and Bulk Regulations for the (CMU) Community Mixed Use District.

	Residential Uses	Nonresidential Uses
Minimum Lot Area	9,600 square feet	✓ 9,600 square feet ~10,800 sq. ft.
Maximum Density	8 dwelling units per acre	N/A
Minimum Lot Frontage	50 feet	✓ 50 feet ~90 feet
Maximum Building Coverage of Lot	50 percent	✓ 50 percent ~11.11%
Minimum Landscape Surface Ratio	30 percent	✓ 30 percent ~30%
Minimum Lot Width (per building, not unit)	80 feet	✓ 80 feet
Minimum Front Setback	25 feet	✓ 25 feet
Minimum Street Side Setback	25 feet	✓ 25 feet
Minimum Side Setback	10 feet	✓ 10 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	✓ 20 feet
Minimum Pavement Setback (lot line to pavement; excludes driveway entrances)	3 feet from side or rear, or 0 feet for shared driveway; 10 feet from right of way	✓ 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	3 feet	✓ 10 feet N/A
Accessory Building Rear Setback	3 feet	✓ 10 feet N/A
Maximum Accessory Building Height	Lesser of 20 feet or principal building height	✓ 20 feet N/A

NOTE: Principal building structure is fully legal under Section 84.83 - Nonconforming Structures.

See site plan.

See Appendix D.

N/A

(h) Regulations Applicable to All Uses. Most development will also be subject to the following requirements:

- ✓ (1) Article VI: Overlay Zoning Districts [See appendix E](#)
- ✓ (2) Article VII: Performance Standards [See appendix F](#)
- ✓ (3) Article VIII: Landscaping Regulations [See appendix G](#)
- ✓ (4) Chapter 87: Signage Regulations [Previously approved sign.](#)

Appendix D: Section 84.58(s)

(s)

Vehicle Sales. The sale and display of vehicles for sale or rent outside of an enclosed building. Such land uses also include an ancillary repair shop associated with the vehicle display lot and sales building. Regulations:

- (1) The outdoor vehicle sales area shall be calculated as the area that would be enclosed by a required physical separation installed and continually maintained in the most efficient manner which completely encloses all vehicles displayed outdoors.
- (2) The display of vehicles shall not be permitted in permanently protected green space areas, required landscaped areas, or required bufferyards.
- (3) Facility shall be surrounded by a bufferyard with a minimum opacity of 0.60 along all borders of the display area abutting residentially zoned property.
- (4) Signs, screening, enclosures, landscaping, or materials being displayed shall not interfere in any manner with either on site or off-site traffic visibility, including potential vehicle/vehicle and vehicle/pedestrian conflicts.
- (5) Inoperable vehicles or equipment or other items typically stored or displayed in a junkyard or salvage yard shall not be displayed.
- (6) Minimum required parking: One space per 300 square feet of gross floor area.

(t) **Vehicle Service.** Facilities where vehicle service is provided entirely within an enclosed building, such as an oil change shop. This shall not include Vehicle Sales or Vehicle Repair. Regulations:

- (1) Facility shall be surrounded by a bufferyard with a minimum opacity of 0.60 along all borders of the display area abutting residentially zoned property.
- (2) Signs, screening, enclosures, landscaping, or materials being displayed shall not interfere in any manner with either on site or off-site traffic visibility, including potential vehicle/vehicle and vehicle/pedestrian conflicts.
- (3) Inoperable vehicles or equipment or other items typically stored or displayed in a junkyard or salvage yard shall not be displayed.
- (4) Minimum required parking: One space per 300 square feet of gross floor area.

See Subsection B on page 2 of appendix B for Applicant's response to these requirements.

Appendix E

A portion of this property including the building is located within Zone C of GW-O.

SECTION 84.94 (GW-O)Groundwater Protection Overlay Zoning District.

- (a) **Purpose.** The Village of Cross Plains depends on ground water for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade ground water quality. The purpose of this ordinance is to institute land use regulations and restrictions to protect the Village water supply and well fields, and to promote the public health, safety, and general welfare of the residents of the Village.
- (b) The Groundwater Protection Overlay District includes the recharge area for the Village wells that lies within the Village limits, as described in the Village of Cross Plains Well Head Protection Plan and incorporated herein as if fully set forth.
- (c) **Overlay Zones.** The Groundwater Protection Overlay District is divided into Zone A, Zone B, and Zone C, as described in the Village of Cross Plains Well Head Protection Plan.
 - (1) Zone A includes lands that lie within the 5-year Time of Travel from each Village well and all areas within 1,500 feet of each Village well.
 - (2) Zone B includes the area between the boundary of Zone A and the 25-year Time of Travel boundary for each Village well.
 - (3) Zone C includes the area between the boundary of Zone B and the boundary of the Zone of Influence for each Village well.
- (d) **Land Use Regulations for All Zones.**
 - (1) The land use regulations in this Section are in addition to the land use regulations established for the underlying zoning district.
 - ✓(2) **Prohibited Uses for All Zones.** Those uses declared to be prohibited have a high probability that such activities routinely associated with them (storage, use, and handling of potential pollutants) will cause groundwater contamination. Prohibited uses include, but are not limited to, the following uses within the Groundwater Protection Overlay District:
 - a. Septage and/or sludge spreading
 - b. Gasoline stations
 - c. Landfills or waste disposal facilities
 - d. Spray waste water facilities
 - e. Bulk fertilizer and/or pesticide facilities
 - f. Asphalt products manufacturing
 - g. Salt storage
 - h. Electroplating facilities
 - i. Paint and coating manufacturing
 - j. Hazardous and/or toxic materials storage
 - k. Hazardous and/or toxic waste facilities
 - l. Radioactive waste facilities

(e) **Land Use Regulations for Zone A.**

(1) **Permitted Uses in Zone A.** The following uses are permitted uses within Zone A of the Groundwater Protection Overlay District. Uses not listed in this Subsection or in Subsection (2), below, are considered to be prohibited uses.

- a. Parks and playgrounds, provided there are no on-site waste disposal or fuel storage tank facilities
- b. Wildlife areas
- c. Non-motorized trails, such as biking, skiing, nature, and fitness trails
- d. Residential, commercial, and industrial property, which is municipally sewered and free of flammable and combustible liquid and underground storage tanks

(2) **Conditional Uses for Zone A.** The following uses may be allowed as a conditional use per the requirements of Section 84.161, provided adequate groundwater protections and monitoring measures are implemented:

1. Nurseries for ornamental plants, greenhouses, and associated retail sales outlets
2. Cemeteries

(f) **Land Use Regulations for Zone B.**

(1) **Permitted Uses in Zone B.** The following uses are permitted uses within Zone B of the Groundwater Protection Overlay District. Uses not listed or referenced in this Subsection or in Subsection (2), below, are considered to be prohibited uses.

- a. Parks and playgrounds, provided there are no on-site waste disposal or fuel storage tank facilities
- b. Wildlife areas
- c. Non-motorized trails, such as biking, skiing, nature, and fitness trails
- d. Above-ground petroleum product storage tanks less than 660 gallons. All new or replaced tanks shall be installed in compliance with the requirements of the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- e. Residential, commercial, and industrial property which is municipally sewered or has a State-approved sewer and septic system

(2) **Conditional Uses for Zone B.** The following uses may be allowed as a conditional use per the requirements of Section 84.161, provided adequate groundwater protections and monitoring measures are implemented:

- a. Nurseries for ornamental plants, greenhouses, and associated retail sales outlets
- b. Cemeteries

(g) **Land Use Regulations for Zone C.**

(1) **Permitted Uses in Zone C.** The following uses are permitted uses within Zone C of the Groundwater Protection Overlay District. Uses not listed or

referenced in this Subsection or in Subsection (2), below, are considered to be prohibited uses.

- a. Parks and playgrounds, provided there are no on-site waste disposal or fuel storage tank facilities
- b. Wildlife areas
- c. Non-motorized trails, such as biking, skiing, nature, and fitness trails
- d. Above-ground petroleum product storage tanks less than 660 gallons. All new or replaced tanks shall be installed in compliance with the requirements of the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- e. Residential, commercial, and industrial property which is municipally sewered or has a State-approved sewer and septic system

(2) Conditional Uses for Zone C. The following uses may be allowed as a conditional use per the requirements of Section 84.161, provided adequate groundwater protections and monitoring measures are implemented:

- a. Nurseries for ornamental plants, greenhouses, and associated retail sales outlets
- b. Cemeteries
- c. Any other use permitted by right or by conditional use in the underlying zoning district

(h) Separation Distance Requirements. The following minimum separation distances shall be maintained in the Groundwater Protection Overlay District between the well and certain land uses and facilities as follows:

- (1) 60 feet between the well and any storm sewer main.
- (2) 200 feet between the well and any sanitary sewer main, sanitary sewer manhole, lift station, or single family residential fuel oil tank. A lesser separation distance may be allowed for sanitary sewer main where the sanitary sewer main is constructed of water main materials and joints and pressure tested in place to meet the then current American Water Works Association C600 specification. In no case may the separation distance between the well and any sanitary sewer be less than 60 feet.
- (3) 400 feet between the well and any septic tank or soil adsorption system receiving less than 8,000 gallons per day, a cemetery or storm water drainage pond.
- (4) 600 feet between the well and any gasoline or fuel oil storage tank installation that has received written approval from the Wisconsin Department of Agriculture, Trade and Consumer Protection or its designated agent.
- (5) 1,000 feet between the well and land application of municipal, commercial, or industrial waste; the boundaries of a land spreading facility for spreading of petroleum contaminated soil regulated under Wisconsin Department of Natural Resources Chapter NR 718 while that facility is in operation;

industrial commercial or municipal waste water lagoons or storage structures; manure stacks or storage structures; and septic tanks or soil adsorption systems receiving 8,000 gallons per day or more.

- (6) 1,200 feet between the well and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one time disposal, or small demolition facility; sanitary landfill; any property with residual groundwater contamination that exceeds Wisconsin Department of Natural Resources Chapter NR 140 enforcement standards that is shown on the department's geographic information system registry of closed remediation sites; coal storage area; salt or deicing material storage area; gasoline or fuel oil storage tank installations that have not received written approval from the Wisconsin Department of Agriculture, Trade and Consumer Protection or its designated agent; bulk fuel storage facilities; and pesticide or fertilizer handling or storage facilities.

(i) **Enforcement.**

- (1) Any person, firm, or corporation who fails to comply with the provisions of this Section shall forfeit not less than \$100.00 nor more than \$500.00 for each violation, plus the costs of prosecution. Any person, firm, or corporation in default of payment of such forfeiture and costs shall be imprisoned in the county jail until payment is made, but not exceeding 30 days, or alternatively shall have those costs added to their real property as a lien against the property. Each day a violation exists or continues shall constitute a separate offense.
- (2) Where any of the prohibited or conditional uses listed above in Subsections (d)(2), (e)(2), (f)(2), or (g)(2) exist within the Groundwater Protection Overlay District on the effective date of this ordinance, such uses shall be treated as nonconforming uses and any expansion thereof shall be prohibited. However, owners of these facilities may be allowed to upgrade the facilities to facilitate or enhance groundwater protection with approval of the Village Board. The procedures and standards for obtaining a conditional use shall be applicable to any such approval.

Appendix F

SECTION 84.106 Exterior Lighting Standards.

- (a) **Purpose.** The purpose of this Section is to regulate the spill-over of light and glare on operators of motor vehicles, pedestrians, and land uses in the vicinity of a light source in order to promote traffic safety and to prevent the creation of nuisances.
- (b) **Applicability.** The requirements of this Section apply to all private exterior lighting within the jurisdiction of this Chapter, except for lighting within public rights-of-way and/or lighting located on public property.
- (c) **Review and Approval.** Through the site plan review process (see Section 84.164), the Plan Commission shall review and approve all development for conformance with this Section.
- (d) **Depiction on Required Site Plan.** Any and all exterior lighting shall be depicted as to its location, orientation, and configuration on the site plan required for the development of the subject property.
- (e) **Exterior Lighting Requirements.**

N/A - Property no located adjacent to residential zoning district.

 In no instance shall an exterior lighting fixture be oriented so that the lighting element (or a clear shield) is visible from a property located within a residential zoning district. The use of shielded luminaries and careful fixture placement is encouraged so as to facilitate compliance with this requirement. Lights directed toward the sky are prohibited except for the purpose of illuminating flags of the United States or State of Wisconsin.

 Flashing, flickering and/or other lighting which may distract motorists are prohibited.

 **Intensity of Illumination.**

- a. In no instance shall the amount of illumination attributable to exterior lighting, as measured at the property line, exceed 0.50 foot-candles above ambient lighting conditions on a cloudless night.
- b. The maximum average on-site lighting in non-residential zoning districts shall be 2.5 foot-candles.
- c. The maximum average on-site lighting in residential zoning districts shall be 1.0 foot-candles.
- d. The following exceptions shall be permitted:
 - 1. The maximum average allowable on-site lighting of outdoor recreation facilities and assembly areas is 4.0 foot-candles, provided that the amount of illumination does not exceed 6.0 foot-candles on any location on the site.
 - 2. The maximum average on-site lighting of auto display lots and gas station pump islands is 15.0 foot-candles, provided that the amount of illumination does not exceed 25.0 foot-candles on any location on the site. All under-the-canopy fixtures shall be fully recessed. After-hours lighting shall be dimmed to no more than 2.5 foot-candles.

- e. Reflected glare onto nearby buildings, streets or pedestrian areas is prohibited. To minimize any indirect overflow of light on adjacent properties, the height of any proposed parking lot light standard should be as short as possible and should stair step down to a lower height when close to residential uses.



Fixtures and Luminaries.

- a. Outdoor lighting shall be full cut-off fixtures and downward facing and no direct light shall bleed onto adjacent properties. Exempt from this requirement are any fixtures using an incandescent bulb of 100 watts or less, or its equivalent.
- b. Light fixtures shall not be located within required bufferyards.
- c. Total cut-off luminaries with angles of less than 90 degrees shall be required for pole and building security lighting to ensure no fugitive up lighting occurs.
- d. The color and design of fixtures shall be compatible with the building and public lighting in the area, and shall be uniform throughout the entire development site.
- e. The maximum fixture height in the SR-1, SR-3, SR-4, SR-5, DR-6, MR-8, MR-16, NMU, MSMU, CMU, BP, and LI districts shall be 16 feet. The maximum fixture height in the RH-35, GI, and ME shall be 25 feet.
- f. All lighting fixtures existing prior to the effective date of this Chapter shall be considered as legal conforming.



All areas designated on required site plans for vehicular parking, loading, or circulation and used for any such purpose after sunset shall provide artificial illumination in such areas at a minimum intensity of 0.25 foot-candles.

- (6) Any temporary use using exterior lighting which is not in complete compliance with the requirements of this Section shall secure a temporary use permit (see Section 84.162).

Appendix G

SECTION 84.133 Landscaping Requirements.

Landscaping shall be provided based on the following requirements for street frontages, paved areas, and bufferyards. These requirements are additive to each other and any other landscaping or screening requirements in this Chapter. Landscaping point values shall be doubled for mature existing landscape plantings that are retained and protected with the development of the site. In calculating the number of required landscaping points under the provisions of this section, all areas and distances on which required calculations are based shall be rounded up to the nearest whole number of square feet or linear feet. Any partial plant derived from the required calculations of this section (for example: 23.3 canopy trees) shall be rounded up to the next whole plant (for example: 24 canopy trees).

(a) Building Foundations.

- (1) For every 100 linear feet of building foundation, the landscaping installed shall at a minimum meet the number of landscaping points specified in Figure 84.133a.
- (2) Tall trees shall not be used to meet building foundation landscaping requirements.
- (3) Building foundation landscaping shall be placed so that at maturity, the plant's drip line is located within 10 feet of the building foundation.

(b) Paved Areas.

Determination based off of approx. 5,000 sq. ft. that 40 landscaping points needed.

✓ For every 20 off-street parking stalls or 10,000 square feet of pavement (whichever yields the greater landscaping requirement), landscaping shall at a minimum meet the number of landscaping points specified in Figure 84.133a.

✓ Paved area landscaping shall be placed so that at maturity, the plant's drip line is located within 10 feet of the paved area. Said area does not have to be provided in one contiguous area. Plants used to fulfill this requirement shall visually screen parking, loading and circulation areas from view from public streets.

✓ A minimum of 30 percent of all points shall be devoted to medium or tall trees, or a combination of such trees, and a minimum of 40 percent of all points shall be devoted to shrubs. [See memo for staff analysis of landscaping plan.](#)

✗ Parking Lot Design.

- a. Landscaped medians shall be used to break large parking areas into distinct pods, with a maximum of 100 spaces in any one pod.
- b. Parking spaces must be broken by a tree island at the rate of one island for each linear row of 12 parking spaces for single-row or peninsula configurations, or for each 24 parking spaces in double row configurations.
- c. All tree islands and landscaped areas with trees shall have a minimum of 9 feet as measured from outside the curb or frame.

- d. All landscaped areas without trees, but planted with shrubs, shall have a minimum width of 3 feet measured from inside the curb or frame.

 Parking lots adjacent to residential properties shall provide opaque screening of vehicle lights to a minimum height of four feet. Screening devices may include a fence, berm, and/or evergreen trees.

(c) **Street Frontages.**

- (1) For every 100 linear feet of street frontage of a developed lot abutting a public street right of way, the landscaping installed shall at a minimum meet the number of landscaping points specified in Figure 84.133a.
- (2) Street frontage landscaping shall be placed so that at maturity, the plant's drip line is located within 10 feet of the public street right of way.
- (3) Unless meeting the requirements in Section (6) below, landscaping shall not be located within a public right of way. Landscaping shall not impede vehicle or pedestrian visibility. See Section 84.103.
- (4) Shrubs shall not be used to meet street frontage landscaping requirements. A minimum of 50 percent of all points shall be devoted to decorative or medium trees, or a combination of such trees.
- (5) For all lots not meeting the requirements of this Subsection as of the effective date of this Chapter, the following shall apply:
 - a. For additions to floor area, landscaping installed shall be equal to the percent increase in new floor area. New floor area shall be defined as the square footage of the addition divided by the square footage of the existing building.
 - b. For additions to paved areas, landscaping installed shall be equal to the percent increase in new paved area. New paved area shall be defined as the square footage of the addition divided by the square footage of the existing paved area.
- (6) The Village may require the street frontage landscaping to be placed within the right-of-way and shall collect fees to purchase and install such landscaping.

(d) **Yard Areas.**

- (1) For every 1,000 square feet of gross floor area, the landscaping installed shall at a minimum meet the number of landscaping points specified in Figure 84.133a.
- (2) Landscaping required by this Section is most effective if located away from those areas required for landscaping as building foundations, street frontages, paved areas, protected green space areas, reforestation areas, or bufferyards.
- (3) The intent of this Section is to provide yard shade and to require a visual screen of a minimum of 6 feet in height for all detached exterior appurtenances (such as HVAC, utility boxes, standpipes, stormwater discharge pipes and other pipes).

Appendix H

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):
 - ✓ 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.
 - ✓ 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.
 - ✓ 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.
 - ✓ Written justification for the proposed conditional use, including evidence that the application is consistent with the Comprehensive Plan.
 - ✓ 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.



The Zoning Administrator shall review the completed application and evaluate whether the proposed conditional use:

See memo for detailed Zoning Administrator evaluation.



Is in harmony with the recommendations of the Comprehensive Plan.



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. Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.



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.



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.

See memo.



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.



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. [App. Date: Nov. 2nd, finalized on Nov. 16th.; Class 1 Notice: Nov. 24th; Hearing Date: Dec. 5th](#)



Review and Recommendation by the Plan Commission.

Recommended Approval to Village Board on Dec. 5th.

(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.

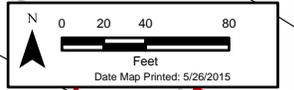
Village of Cross Plains

Glaciers Edge Square

Main Street

W Brewery Road

- LEGEND
- Streets
 - Tax Parcels (Static)
 - Municipal Boundary
 - Lakes
 - Rivers



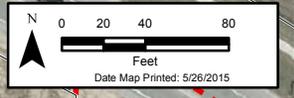
Village of Cross Plains

Glaciers Edge Square

Main Street

W Brewery Road

- LEGEND**
- Streets
 - Tax Parcels (Static)
 - Municipal Boundary
 - Lakes
 - Rivers



Incredible Cars Conditional Use Permit
Public Hearing Notice Distribution

Parcel #	Name	Address	City	State	Zip Code	Notes
0707-034-8047-1	Caryl M Zander Irrev Tr.	9640 Moen Valley Rd	Black Earth	WI	53515	Property Owner
0707-034-8047-1	Current Resident	2563 Main Street	Cross Plains	WI	53528	Subject Property
0707-034-8460-1	James & Annette Dowd	PO Box 1159	Deerfield	IL	60015	within 100'
0707-034-8020-1	Lancasters Real Estate of Cross Plains LLC	28 Glaciers Edge Square	Cross Plains	WI	53528	within 100'
0707-034-8056-0	Glaciers Edge LLC	5440 Willow Rd., Suite 101	Waunakee	WI	53597	within 100'
0707-034-8015-9	Glaciers Edge LLC	5440 Willow Rd., Suite 101	Waunakee	WI	53597	within 100'
0707-034-8085-5	State Bank of Cross Plains	1205 Main Street	Cross Plains	WI	53528	within 100'
0707-034-8065-9	Judity A Sonnemann	2543 Main Street	Cross Plains	WI	53528	within 100'
0707-034-8430-1	WI DNR	PO Box 7921	Madison	WI	53701	within 100'
	Town of Cross Plains	3734 County Road P	Cross Plains	WI	53528	within 1,000'



VILLAGE OF CROSS PLAINS

2417 Brewery Road, PO Box 97 • Cross Plains, WI 53528 • Phone (608) 798-3241 • Fax (608) 798-3817

November 17, 2016

RE: Proposed Conditional Use Permit Application for Incredible Cars LLC located at 2563 Main Street

Dear Property Owner and/or Resident:

Please find on the back of this letter the public hearing notice for a proposed Conditional Use Permit for Incredible Cars LLC to be located at 2563 Main Street. The permit is required in order for a Vehicle Sales use to be allowed at this location.

You are receiving this notice because you either reside or own property within the vicinity of the proposed conditional use permit.

Please contact me if you have any questions, (608) 798-3241 x 105.

Sincerely,

Caitlin Stene
Zoning Administrator

VILLAGE OF CROSS PLAINS

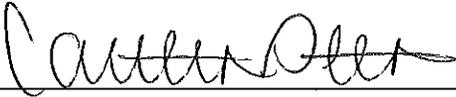
2417 Brewery Road
Cross Plains, WI 53528
(608) 798-3241

Plan Commission – Public Hearing Notice

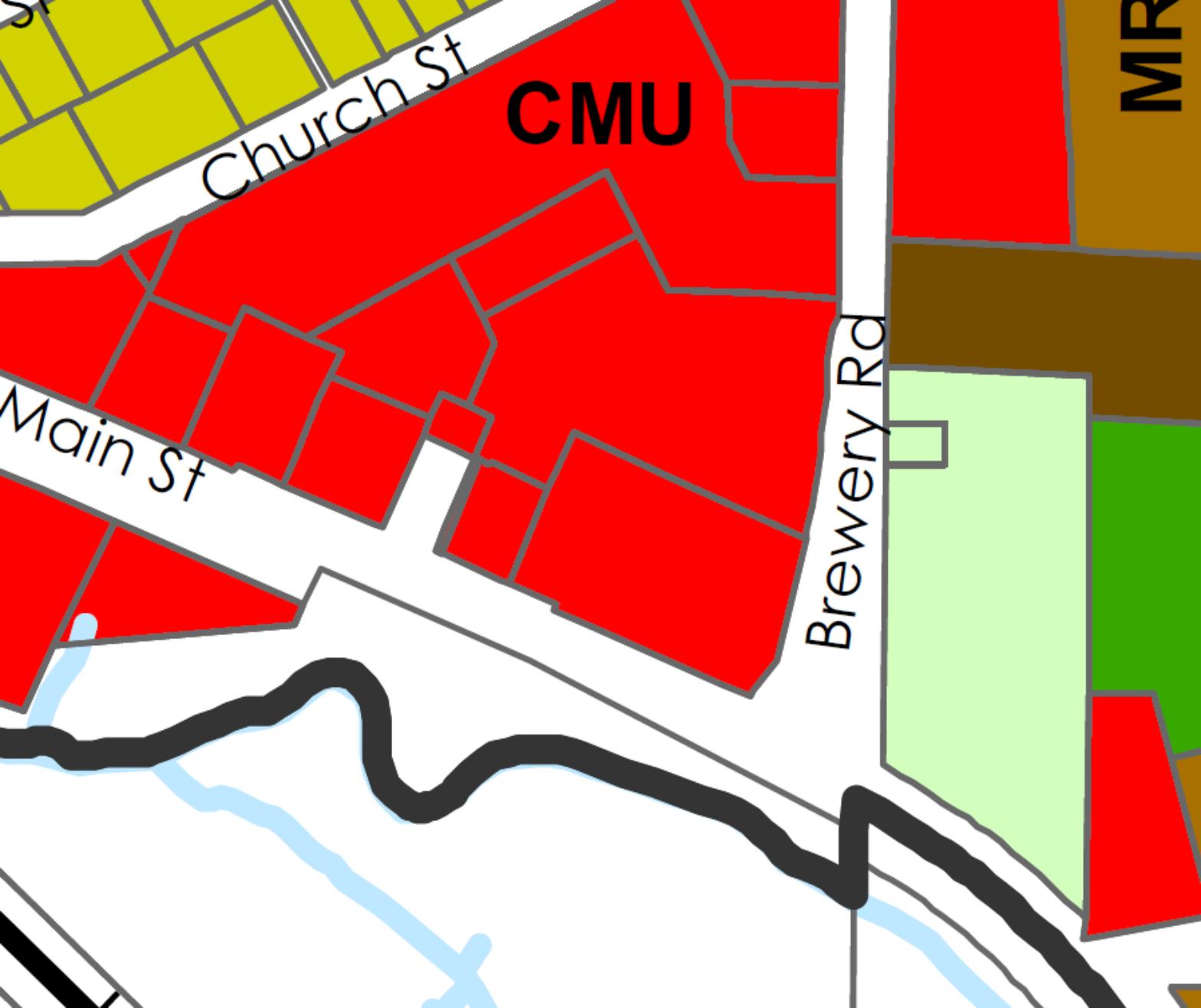
Notice is hereby given that a public hearing will be held at the Village Hall located at 2417 Brewery Road, Cross Plains, WI 53528 at 7:00 pm on December 5, 2016 before the Plan Commission regarding the following items:

1. A request from Incredible Cars, LLC for a Conditional Use Permit as a Vehicle Sales use located at 2563 Main Street.

Dated this 24th day of November, 2016.



Caitlin Stene
Administrator/Clerk



Church St

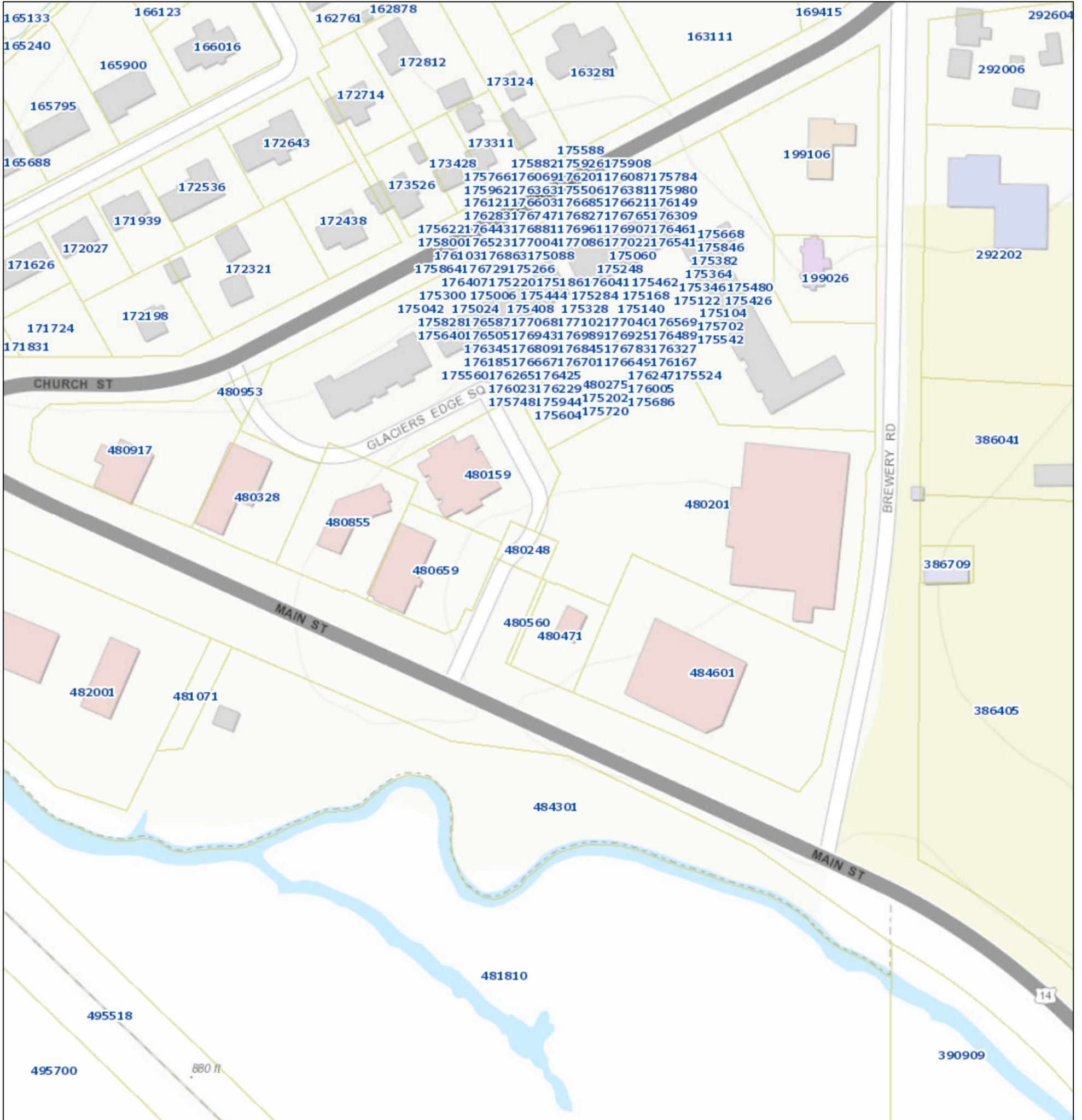
CMU

MR

Main St

Brewery Rd

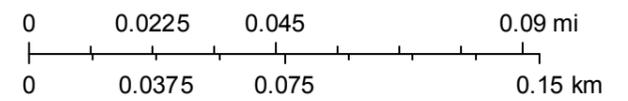
Incredible Cars CUP 2016



December 2, 2016

1:2,071

- Parcel Number
- Tax Parcels



Planning
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the

Parks/Recreation Committee

Regular Meeting Minutes

Village of Cross Plains

Rosemary Garfoot Public Library

2017 Julius Street

Cross Plains, WI 53528

(608) 798-3241

Monday, November 21, 2016

6:00 pm

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

Park Chairman, Bill Brosius called the meeting to order at 6:00 pm.

Present: Jim Billmeyer, Kevin Thusius, Bill Brosius, Michael Axon

Non-Present: Dale Buechner, Frank Durham

II. Public Comment – None

III. Reports

1. Committee Chairperson

Bill Brosius wanted the committee to know that we plan to have “Phase 1” worked on in 2017 regarding the expansion of Zander Park. Phase 1 will include the north side of the railroad tracks, including 2 new bridges for pedestrian access.

2. Committee Members - None

3. Parks and Recreation Director – Michael Axon gave his report which is included in the packet.

IV. Committee Discussion

1. Discussion and action to approve the minutes from the regular meetings held October 17, 2016. Motion was made by Committee Member Kevin Thusius, seconded by Committee Member Jim Billmeyer and unanimously carried to approve the minutes.

2. Presentation from Ice Age Trail Alliance regarding trail layout on Glacial Valley Conservancy. A presentation was given by Tim Malzhan, Ice Age Trail Alliance regarding their plans to complete 9/10 mile trail to the Glacial Valley Conservancy. Being part of the National Park Service, the IATA will administer an archeological survey, paid for by NPS to look at the history of the land and any endangered resources. They hope for the plan to be done between April-June.

3. Discussion and action to make a recommendation to the Village Board to change the Village Ordinance allowing dogs on leash in Village Parks and Open Space Areas. A motion was made by Committee Member Thusius, seconded by Committee Member Billmeyer and unanimously approved by the Committee to approve the new ordinance.

4. **Discussion to review permitted and/or prohibited uses in Village owned parks and conservancies.** Discussion to review the permitted/prohibited/allowable uses took place. This document will be added to the Parks and Open Space document along with the Spring/Summer activity guide.

V. Adjournment

A motion was made by committee member Thusius, seconded by committee member Billmeyer and unanimously carried to adjourn at 7:44 pm.

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 maxon@cross-plains.wi.us

**VILLAGE OF CROSS PLAINS
ORDINANCE NO. 08-2016**

**AN ORDINANCE TO REPEAL SECTIONS 72.03(d) AND (n) AND TO
RECREATE SECTION 72.03(d) OF THE VILLAGE OF CROSS PLAINS CODE
OF ORDINANCES REGARDING PETS IN PUBLIC PARKS AND OPEN SPACE
AREAS**

The Village Board of the Village of Cross Plains, Dane County, Wisconsin, does hereby ordain as follows:

1. Sections 72.03(d) and (n) of the Village of Cross Plains Code of Ordinances are repealed in their entirety.
2. Section 72.03(d) of the Village of Cross Plains Code of Ordinances is recreated to now read as follows:

SECTION 72.03(d) Pets.

No person shall permit any dog, cat or other pet (collectively “pets”) owned by him to be in any Village park except under the following conditions:

- (a) No person shall allow any pet owned by him to be within 30 feet of any public building, picnic shelter/area, ballfield or playground.
- (b) No person shall allow any pet to run at large in any Village park, except in a designated pet area or dog park.
- (c) All persons bringing a pet into a Village park shall secure their pet(s) on a leash 6 feet or shorter in length and maintain their pet(s) under control, meaning connected to a leash held by a person at all times.
- (d) Leashed pets shall be allowed on sidewalks, trails and pathways within the park.
- (e) All pets must display current rabies tag and current registration tags.
- (f) All pet waste must be immediately picked up and disposed of. Bags, scoops or other appropriate implements for the removal of pet waste must be carried by a person bringing a pet onto Village park property.
- (g) This subsection shall not apply to certified guide dogs or service animals that are under control by the use of a harness or leash with special cape and are accompanying blind, deaf or mobility impaired persons.
- (h) This subsection shall not apply to any canine or police work dog that is assisting the Cross Plains Police Department.

3. **Severability.** If any portion of this Ordinance or its application on any person or circumstances is held invalid, the validity of this Ordinance as a whole or any other provision herein or its application shall not be affected.
4. **Effective Date.** The effective date of this Ordinance shall be upon passage and posting.

VILLAGE OF CROSS PLAINS:

By: _____
J. Patrick Andreoni, Village President

ATTEST:

By: _____
Caitlin Stene,
Village Clerk/Administrator

Vote:

Yes _____

No _____

ORDINANCE ADOPTED: _____

ORDINANCE PUBLISHED/POSTED: _____

**VILLAGE OF CROSS PLAINS
TAX INCREMENTAL FINANCING
PUBLIC ASSISTANCE WITH A
REDEVELOPMENT PROJECT
APPLICATION**



Application ID: 2016 (Year) - 2 (#) to be completed by Village Administrator/Clerk-Treasurer upon submittal

Please complete and submit the following information to the Village Administrator/Clerk-Treasurer for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Buyer Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: Kalscheur Implement and True Value

Applicant: Kalscheur Implement Co. Inc.

Mailing Address: 1113 Main Street, Cross Plains, WI 53528

Primary Contact: Glen Wipperfurth

Telephone: 608-798-3371

Email: glenwipperfurth@kalscheur.com

Fax: 608-798-1113

Legal Entity: Individual(s) Joint Tenants Tenants in Common
 Corporation LLC Partnership Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? No Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of Cross Plains?

No Yes, If yes, give the name and relationship of the employee: _____

Provide the names of consultants (e.g. attorneys, engineers, planners, architects, etc.) authorized to act on behalf of the applicant.

Name	Address	Title	Phone #
Kontext Architects	116 E Dayton Madison 53703	President	825-0094
Iconica	901 Deming Way Madison 53717	Design-Builder	664-3500

B. PROPERTY INFORMATION

Parcel(s) Address: 2109 Water St, 1113 Main St, & 2106 Market St

Parcel(s) Tax Number: 070703240659, 070703240239, 070703240015, 070703240542

As the Applicant, are you the current owner of this parcel(s)? No Yes

If no, current owner is: _____

If no, do you have an agreed upon option to purchase the property? No Yes (provide documentation and note the expiration date here: _____)

Total Lot Size: 45,805 square feet

Parcel Contains Existing Buildings? No Yes

If yes, indicate Total Building Size 7,000 sq.ft.

Most recent total equalized assessed valuation (EAV)

\$ 326,900 Land \$ 393,100 Improvements \$ 720,000 Total

Existing Uses: Vacant Land & Kalscheurs

Existing Zoning: Residential & Commercial

Existing Uses, Adjacent Parcels: Home_N Kalscheurs_S Bank_E Kalscheurs_W

Existing Zoning, Adjacent Parcels: Residential_N Commercial_S Commercial_E Commercial_W

Will a zoning change be requested? No Yes

If yes, indicate new zoning Commercial

Identify other approvals, permits, or licenses your project may need.

Conditional Use Permit, State Approval, Dane County Approval, DNR Approval

Existing Mortgage Holder: None

Contact Person & Phone Number: N/A

Does the property have any existing tax delinquencies, zoning or building violations? No Yes
If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: An Improvement to Existing Business A New Business(s)
 Business Relocation Residential Development Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

The project is to add a True Value hardware store and remodel the existing Kalscheur's Implement Parts store. The project will include remodeling the existing showroom, office, repair and storage areas (total of ~7,000 square feet) to create separate spaces for the parts store and True Value. It will also include a 5,200 square feet two story addition to the existing store, part of which will be for the parts store and part of which will be for the new True Value store, and another 4,200 square feet will be added on top of the existing store for True Value. There will also be a ~3,500 square feet parking lot (14 stalls) and landscaping. See attached for an initial site plan as well as a CSM showing the multiple parcels involved in this project.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

The project will not pursue LEED certification, however, sustainable design will be incorporated into the HVAC and electrical designs with high efficiency lighting, furnaces, and utilizing a small ERV.

Current annual revenue: \$ 9,950,000 Estimated annual revenue: \$ 10,600,000

Current annual expenses: \$ 9,200,000 Estimated annual expenses: \$ 9,845,000

Business Plan and/or Marketing Plan attached? No Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? No Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: December 31, 2016

Preliminary Construction Start Date: January 2016 or Spring 2017

Preliminary Construction Completion Date: July 2017 or Fall 2017

Date Occupied or Opened: July 2017 or Fall 2017

Number of principal buildings and estimated square footage: 1 building ~16,500 SF

Estimated equalized assessed valuation after project completion (EAV)

\$ 326,900 Land \$ 2,188,500 Improvements \$ 2,515,400 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: \$ 456,000 EAV x 21.88 Mill Rate = \$ 9,977 Total (A)

Post-improvements: \$ 2,515,400 EAV x 21.88 Mill Rate = \$ 55,037 Total (B)

Additional increment (B-A) = \$ 45,060

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? No Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

We would like to open a new True Value hardware store to replace the one recently closed down the street. This will have little impact as there are already similar businesses in close proximity. +

Will the proposed project result in the relocation of economic activity from an adjacent community? No Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

Identify any proposed tenants of the project. Have leases been negotiated or signed? No Yes
N/A

Who will own and operate the developed property? Kalscheurs Implement Co.

Do similar businesses/uses already exist in Cross Plains?

No Yes, If yes, indicate _____

Describe any differences in your proposed business/uses to existing businesses/uses

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

\$0-\$19,000
____ Full Time (current) ____ Part Time (current) ____ FT (created) 3 PT (created)

\$20,000-\$39,000
____ Full Time (current) ____ Part Time (current) 2 FT (created) ____ PT (created)

\$40,000-\$59,000
____ Full Time (current) ____ Part Time (current) 1 FT (created) ____ PT (created)

\$60,000+
____ Full Time (current) ____ Part Time (current) ____ FT (created) ____ PT (created)

Average per hour wage rate of all employees (not including benefits) \$ 14.00

Approximately what percentage of employees do you expect will be hired from the Cross Plains area (i.e. 53528 zip code) 100%.

Will the proposed business offer its employees a benefit package including health care and retirement benefits? No Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? No Yes

The project will bring a hardware store back to Cross Plains which the community members would like to see. It will revitalize the existing Kalscheur's parts store on Main Street as well as fill the vacant neighboring lots with a new business. We expect all new employees will be hired from within the community.

Discuss any history of community involvement by the applicant or business within the Village.

Kalscheur's has been a long-time business in the community. Kalscheur's Implement has been a successful business for over 75 years and this new business will fill a need in the community. We have been a long standing active member in the Cross Plains Area Chamber of Commerce. We have supported countless student functions, including

Has any portion of the project already been started or completed? No Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

The existing house at 2109 Water Street has been torn down. JSD of Verona has performed a phase 1 environmental site assessment. Public financing is requested to provide the capital necessary to facilitate the building of the commercial retail space and sufficient parking to accommodate this needed business. We feel that this expansion will expand the scope of our product offering allowing us to better serve the community.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ 425,000

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the “but for” test. Substantiate that other alternative methods of financing have been thoroughly explored.

This project will bring a hardware store back to Cross Plains. This will help keep many everyday purchases the local residents make within the village as opposed to the big box stores outside of town. It will create new jobs, add to the tax base and help bring the existing store more in line with the Main Street Mixed Use District strategies. However, the total projected revenue and expenses for this type of store provides very little, if any, profit. We know it is a current gap in the community and we are willing to take the risk it may be underwater in the initial years, but are asking for assistance from the village to make it happen.

Check which box(s) best describe the use of TIF funds:

- | | | |
|--|--|--|
| <input type="checkbox"/> Land Acquisition/Survey | <input type="checkbox"/> Environmental Audits | <input type="checkbox"/> Site Grading |
| <input checked="" type="checkbox"/> Demolition/Remediation | <input checked="" type="checkbox"/> New Construction | <input checked="" type="checkbox"/> Rehabilitation/Expansion |
| <input type="checkbox"/> Utility Improvements | <input checked="" type="checkbox"/> Parking/Access | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Recreation/Conservation | <input type="checkbox"/> Professional Services | <input checked="" type="checkbox"/> Financing Costs |
| <input type="checkbox"/> Other _____ | | |

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount	Source(s) of Financing
Property Acquisition	\$ 180000	
Environmental testing/remediation	\$ 15000	
Demolition	\$ 55000	
Construction of new building(s)	\$ 1355000	
Site Improvements	120000	
Renovation of existing structures	\$ 360000	
Cost of installation of machinery/equipment	\$ 0	
Architectural/Engineering fees	\$ 66000	
Legal & other professional fees	\$ 10000	
Permit fees	\$ 7500	
Financing fees	\$ 50000	
Other (please specify)	\$	
Contingency, Utility Usage, Insurance	\$ 150000	
Total Project Costs	\$ 2368500	

Budget source: Developer Architect Contractor Other _____

Sources of Financing	Amount	Percent of Total Costs
TIF	\$ 425,000	17 %
Equity	\$ 75,000	3.2 %
Loans	\$ 1,868,500	79.8 %
Grants	\$ 0	%
Other (please specify)	\$ 0	%
	\$ 0	%
		%
Total Project Costs	\$ 2,368,500	100.0 %

Lender for Project:

State Bank of Cross Plains Officer Kevin Mahaney Phone 798-5211

Preapproved: No Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: _____

Application Status: _____

Estimated Likelihood of Award: _____% Date of Grant Announcement: _____

VILLAGE OF CROSS PLAINS TAX INCREMENTAL FINANCING - REDEVELOPMENT PROJECT APPLICATION

Page 8 of 8

MSA Professional Services, Inc. Adopted: December 16, 2013

F. BUYER CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of Cross Plains (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition (although the Village may rely on this information without any further verification). I authorize the Village to furnish such information and any other credit experience with the applicant(s) to others and to answer any questions about the applicant(s) credit experience and other financial relationships with the Village. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application will be the responsibility of the applicant.

Applicant Glen Wipperfurth Title Resident
Signature Glen Wipperfurth Date 10/16/16

Return To:

Village of Cross Plains

Attn: Village Administrator/Clerk-Treasurer

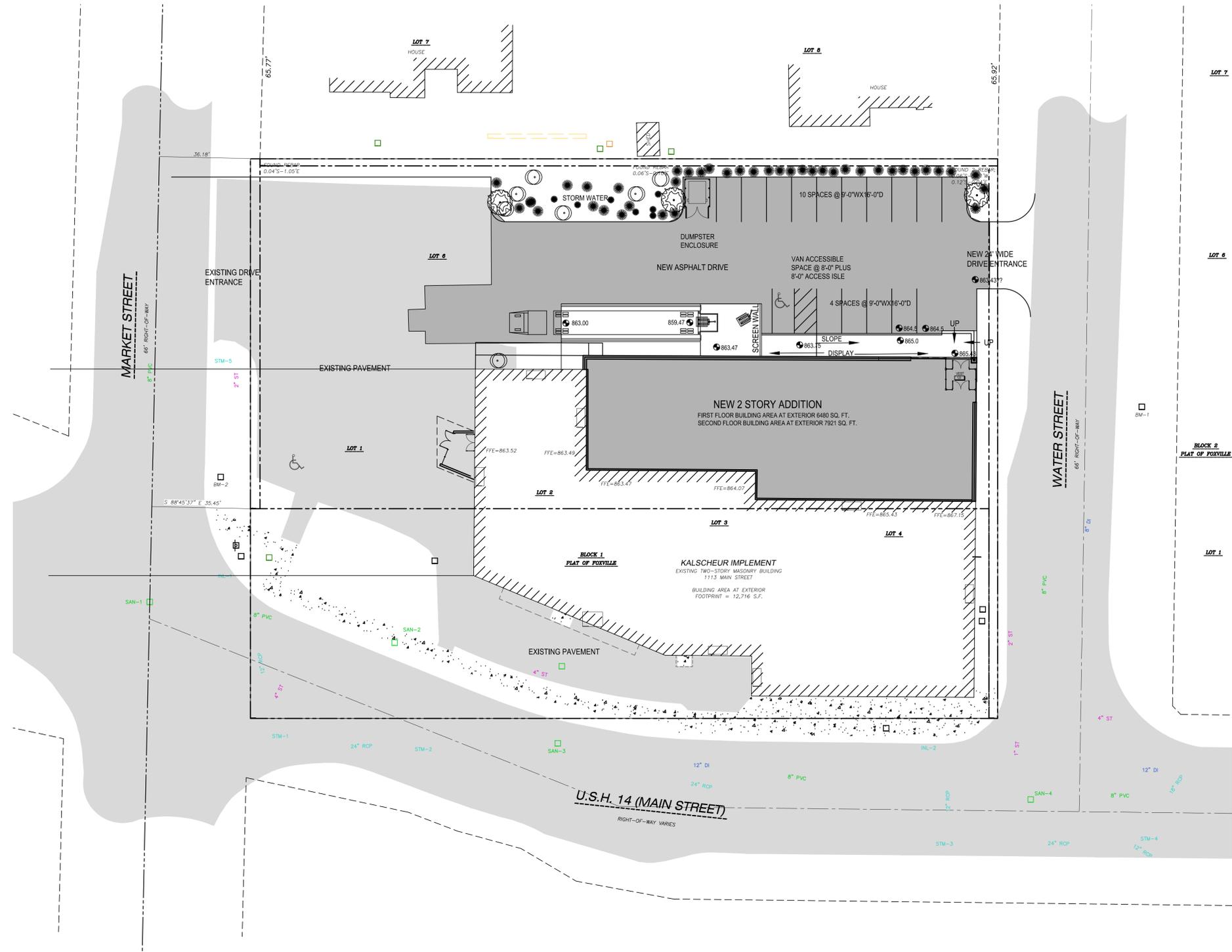
2417 Brewery Road

Cross Plains, WI 53528

NORTHWEST CORNER
SECTION 03, TOTAL, ROTE
ALUMINUM MONUMENT
N=438,599.83
E=747,550.42

N 01°14'23" E 2630.92'

1,127.47'



1 SITE PLAN
C1.1 Scale: 1"= 20'-0"



PRILIMINARY PRICING
SEPTEMBER 7, 2016



901 Deming Way // Madison, WI 53717
Ph: 608.664.3500 // Fx: 608.664.3535
iconicacreates.com



CROSS PLAINS TRUE VALUE

Main Street
Cross Plains, Wisconsin
KALSCHUR IMPLEMENT INC.
1113 Main Street
Cross Plains, Wisconsin, 53528

ISSUE DATES:
AUG 31, 2016
SEPT 7, 2016

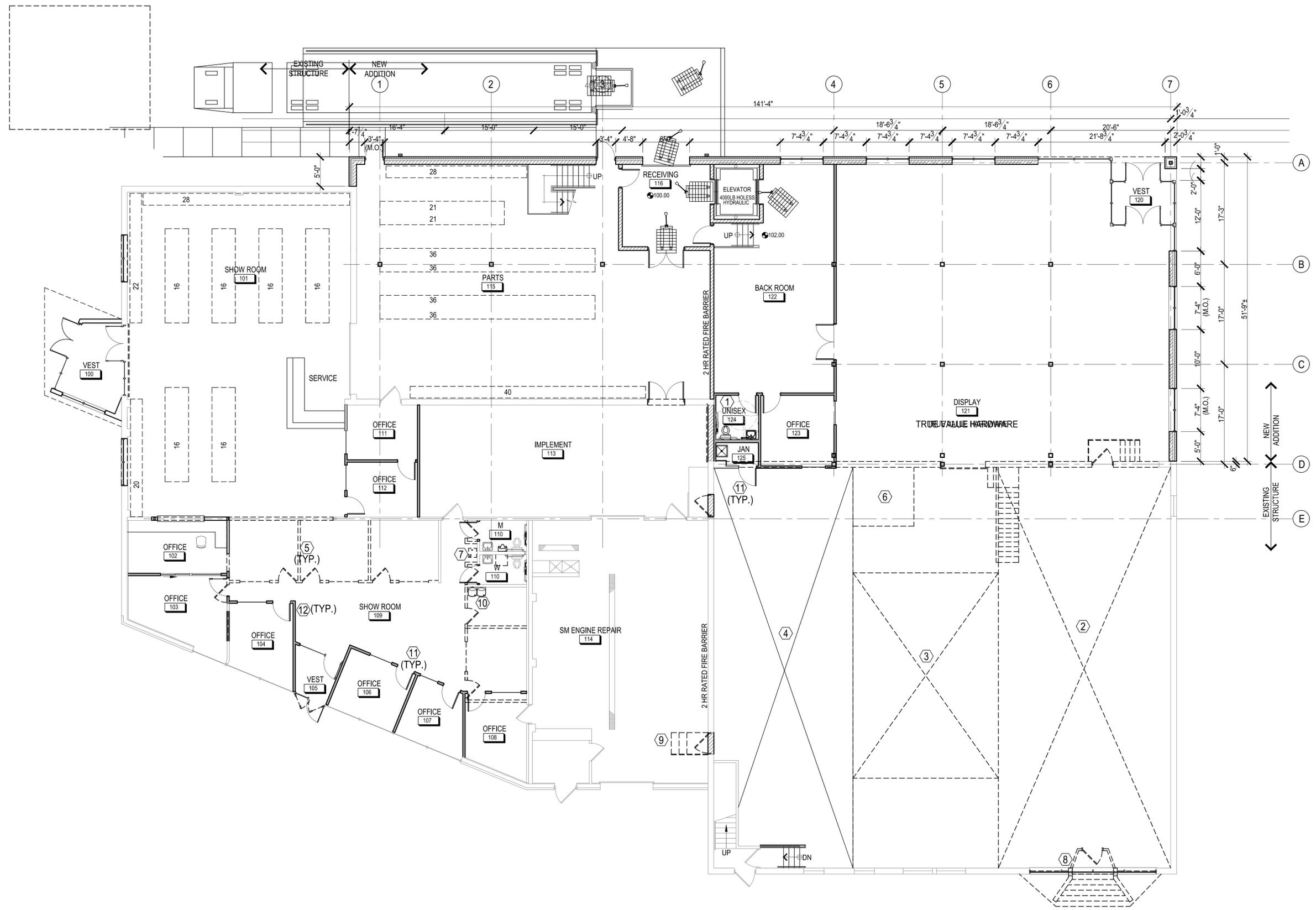
RFI/SI DATE:

Schematic Design Phase:
This drawing indicates the scale and relationship of the project components. This drawing is **not for construction.**

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PROJECT #:
SHEET NUMBER

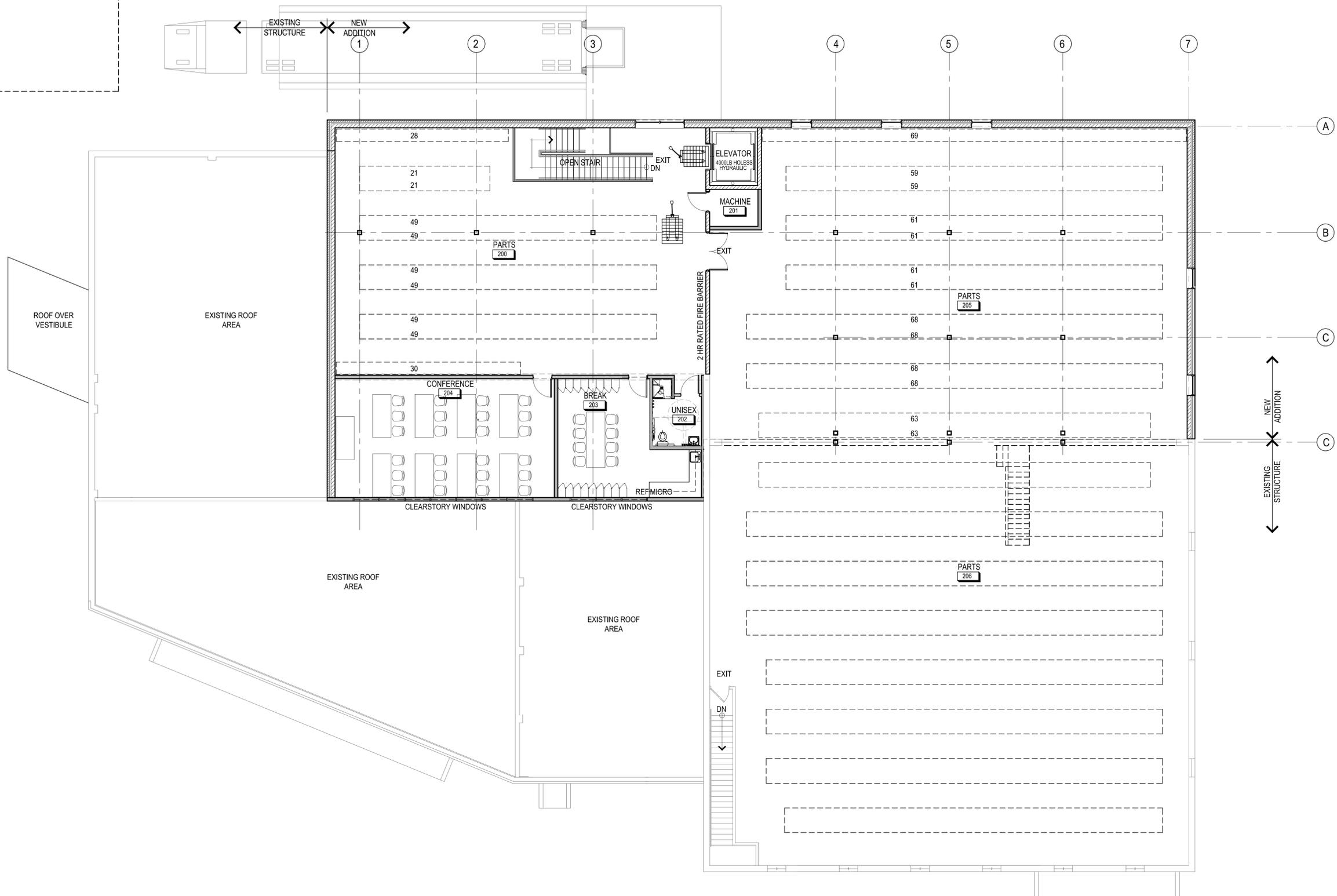
C1.1



1 FIRST FLOOR PLAN
A1.1 Scale: 1/8"=1'-0"



PRILIMINARY PRICING
SEPTEMBER 7, 2016



1 SECOND FLOOR PLAN
A1.2 Scale: 1/8"=1'-0"



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CROSS PLAINS TRUE VALUE

Main Street
Cross Plains, Wisconsin
KALSCHER IMPLEMENT INC.
1113 Main Street
Cross Plains, Wisconsin, 53528

ISSUE DATES:
AUG 31, 2016
SEPT 7, 2016

RFISI DATE:

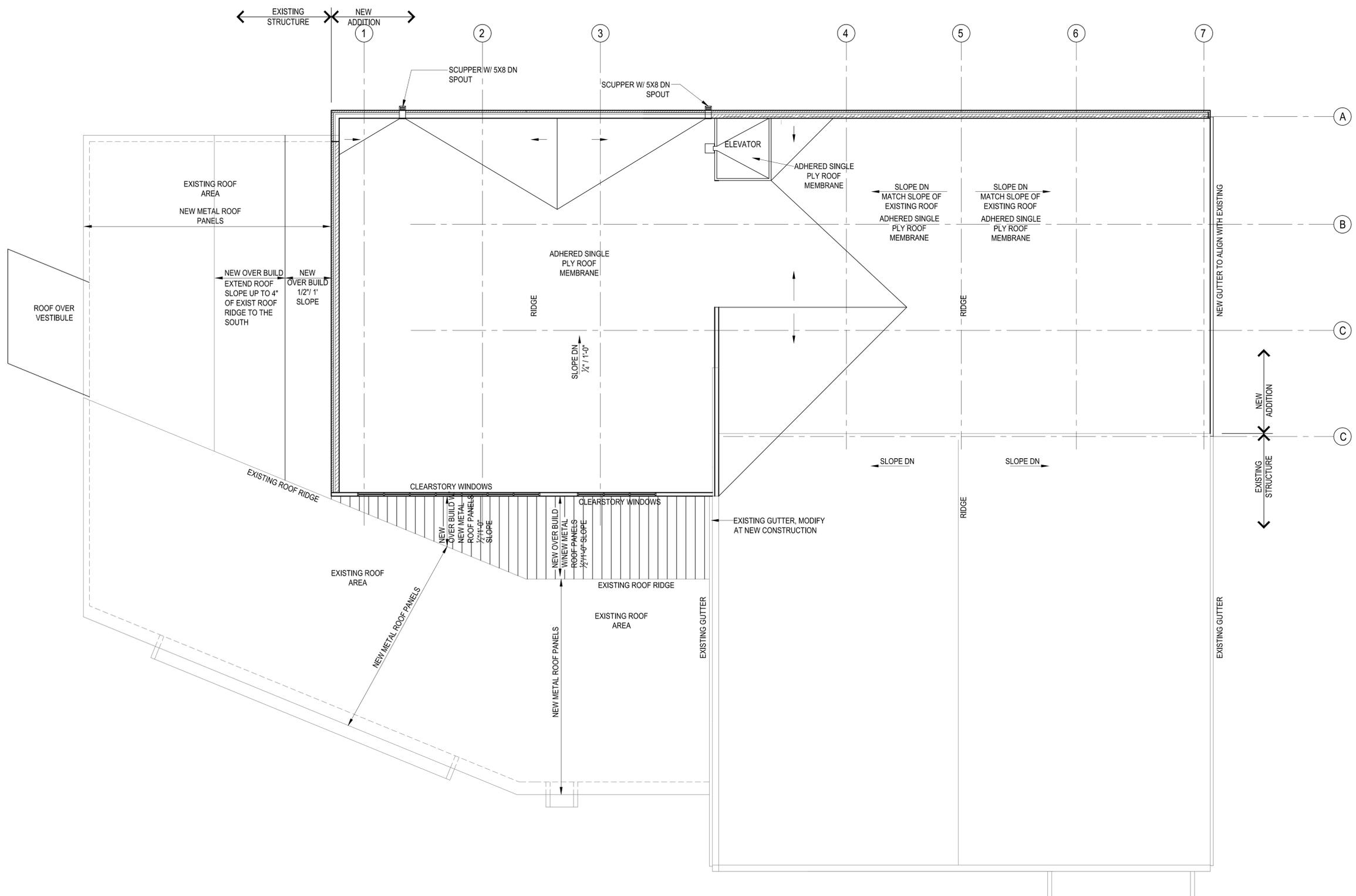
Schematic Design Phase:
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A1.2

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1 ROOF PLAN
 A1.3 Scale: 1/8"=1'-0"



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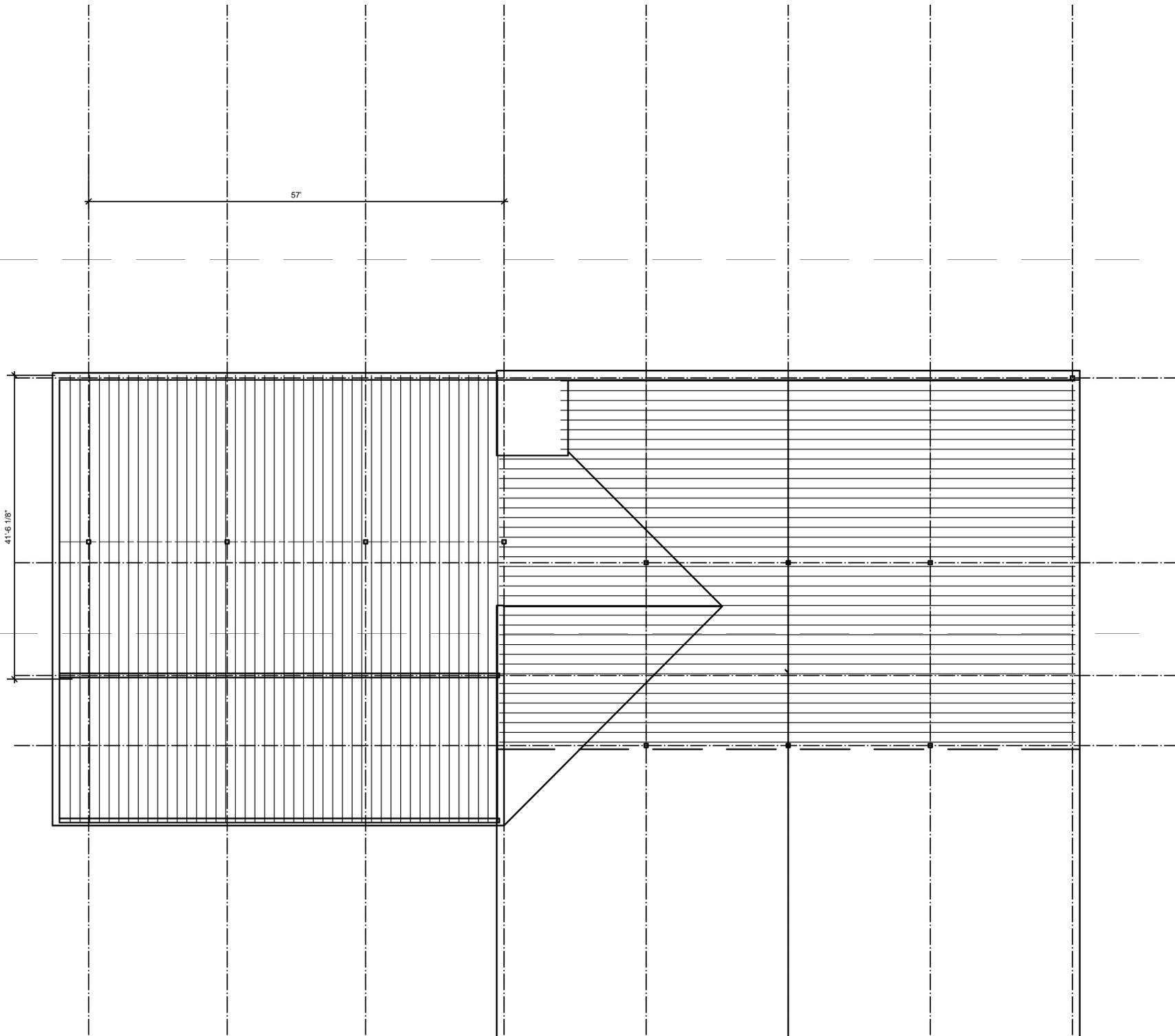
Schematic Design Phase:
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1 PRLIMINARY FRAMING PLAN
 S1.3 Scale: 1/8"=1'-0"



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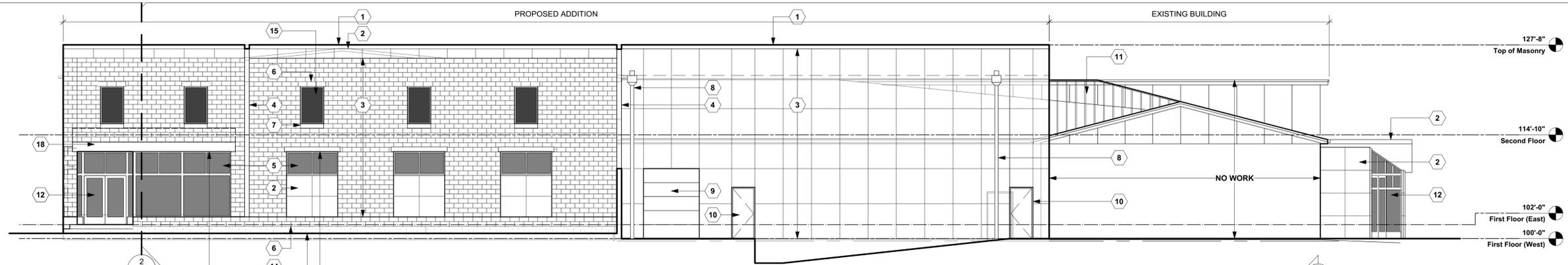
Schematic Design Phase:
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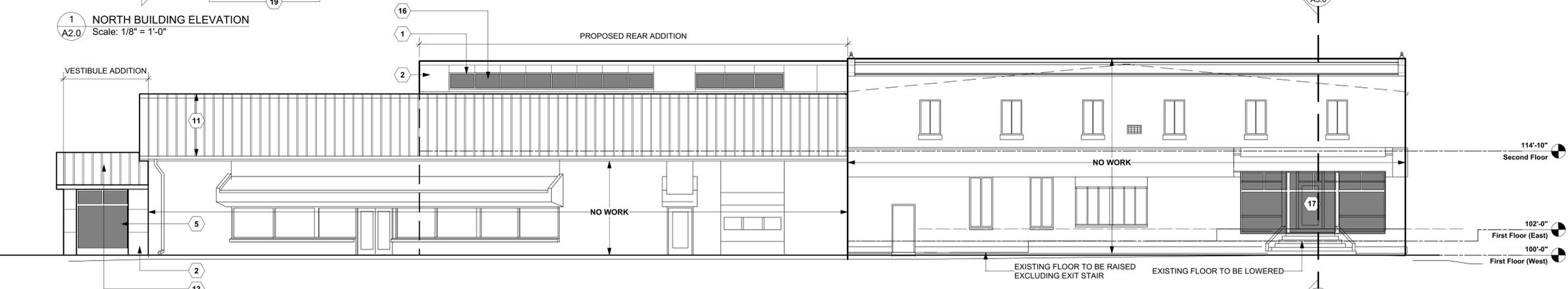
PROJECT #:
 SHEET NUMBER

S1.3

PLOT DATE: 08/31/2016



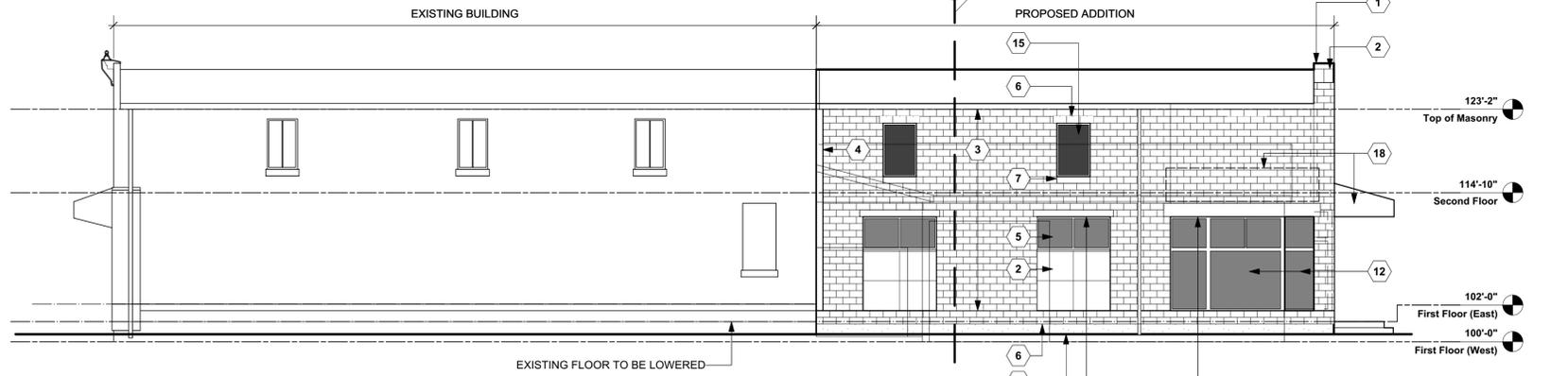
1 NORTH BUILDING ELEVATION
A2.0 Scale: 1/8" = 1'-0"



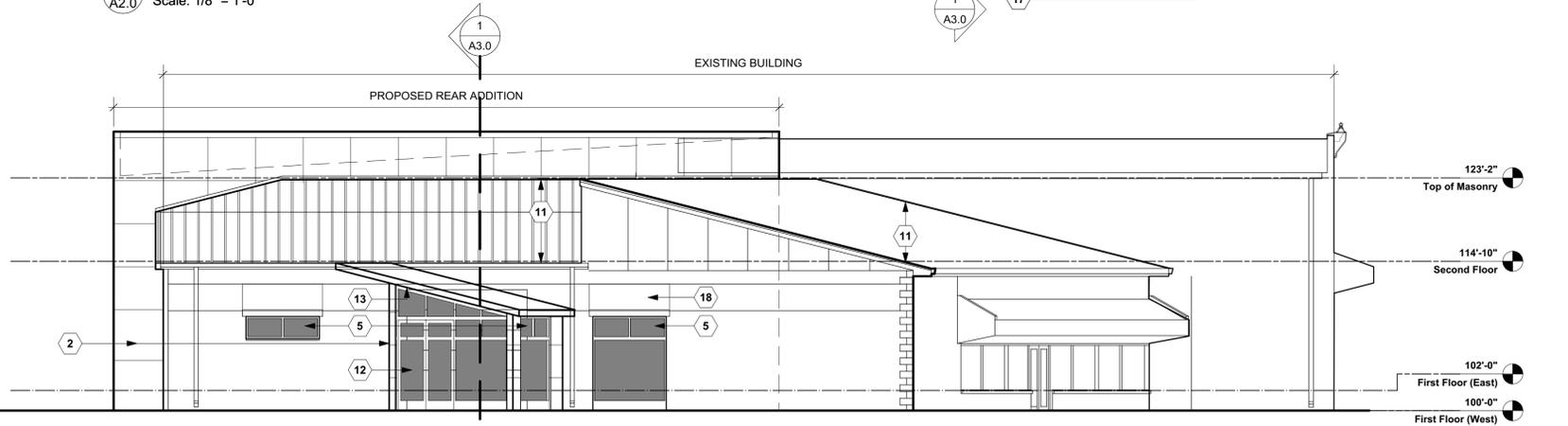
2 SOUTH BUILDING ELEVATION
A2.0 Scale: 1/8" = 1'-0"

ELEVATION KEYED NOTES

- 1 SHEET METAL COPING
- 2 COMPOSITE METAL PANEL
- 3 SPLIT FACE CONCRETE MASONRY UNIT
- 4 SHEET METAL CLAD - REVEAL
- 5 ALUMINUM STOREFRONT SYSTEM
- 6 SMOOTH FACE CONCRETE MASONRY UNIT
- 7 PRECAST CONCRETE SILL
- 8 SCUPPER, CONDUCTOR HEAD, AND DOWNSPOUT
- 9 OVERHEAD DOOR
- 10 HOLLOW METAL MAN DOOR
- 11 NEW ARCHITECTURAL METAL ROOFING
- 12 ALUMINUM ENTRANCE SYSTEM
- 13 VESTIBULE ROOF
- 14 CONCRETE FOUNDATION
- 15 ALUMINUM SPANDREL WINDOW
- 16 ALUMINUM CLEAR STORY WINDOW
- 17 REPLACE EXISTING ENTRANCE WITH STOREFRONT
- 18 SIGNAGE OR AWNING AREA
- 19 EXPOSED STEEL LINTEL



3 EAST BUILDING ELEVATION
A2.0 Scale: 1/8" = 1'-0"



4 WEST BUILDING ELEVATION
A2.0 Scale: 1/8" = 1'-0"



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PLOT DATE: 08/31/2016



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RF/IS DATE:

Schematic Design Phase:

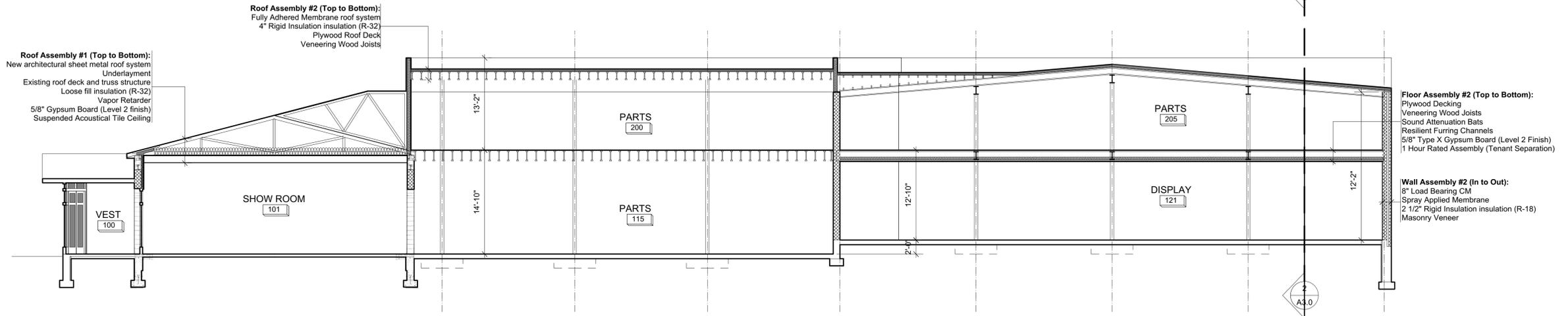
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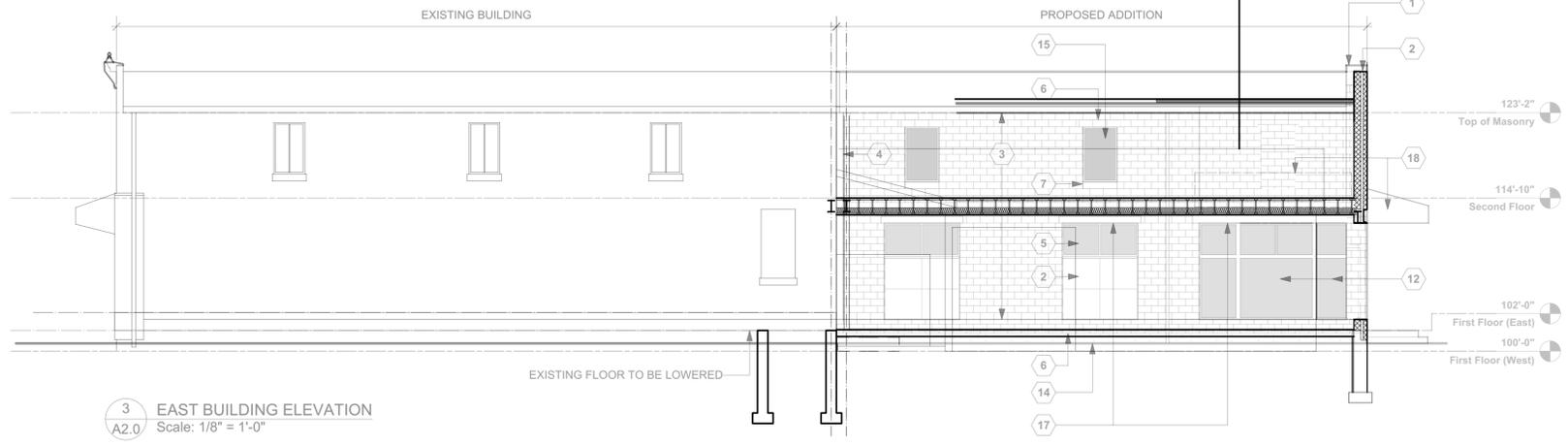
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SHEET NUMBER

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1 BUILDING SECTION
Scale: 1/8" = 1'-0"



3 EAST BUILDING ELEVATION
Scale: 1/8" = 1'-0"

MEMORANDUM

To: Village of Cross Plains
From: Michael Slavney, Village Planner
Date: December 8, 2016
Re: Sundance Project and Extraterritorial Powers

As the Village Board is reviewing the Sundance project, I have been asked to provide a short description of the Village's Extraterritorial Powers, and my thoughts about the advantages and disadvantages of the requested annexation.

Extraterritorial Powers

Villages in Wisconsin have four distinct powers that can be applied within the 1.5 mile distance from the village limits – commonly known as the “extraterritorial jurisdiction” or “ETJ”:

1. **Planning:** The Village can make recommendations for long-range development in its comprehensive plan, park plan, or other plans. This helps to guide decisions, particularly when annexations are proposed. The Sundance area has been planned for residential development for many years.
2. **Official Mapping:** The Village can make recommendations for future municipal facilities (new roads, wider roads, trails, parks, stormwater basins, water towers, etc.) on its Official Map. This helps ensure that infrastructure networks are efficiently developed and that the best locations for key municipal facilities are reserved for those purposes.
3. **Land Division Review:** The Village can review plats and certified survey maps within the ETJ. This power has been eroded in recent years by statutory and legal decisions, although the ability to review and comment on land divisions remains.
4. **Zoning:** The Village can impose a one-year freeze on existing zoning within all, or part of, the ETJ. This freeze can be extended for up to one year; after which the freeze is lifted for a minimum of one year. This freeze applies to both County and Town zoning. In some instances, a Town may work with the Village to develop an ETJ zoning ordinance and map through this process.

Sundance Annexation

If the requested Sundance annexation is rejected, I expect the following impacts:

- A. Village growth to the north will be permanently blocked, as land owners in this area seek to develop in the Town – as the only alternative to developing in the Village. This is a very significant limitation for long-term Village tax base – as development along Black Earth Creek and steep bluff faces block Village growth in most other directions.
- B. The Village will provide some services to this area, or to the residents of this area, without the benefit of property taxes.
- C. There will be significant additional traffic on Brewery Road, but no tax base or development agreement to fund road upgrades or maintenance on the Village portion of the road.
- D. There will be no revenue for Village utilities from this area. The treatment plant was sized (in part) to accommodate sanitary sewage flows from this area.
- E. There will be no Village parks in this area, but there will be users of Village park and recreation services and programs.
- F. There will be no ability to provide an emergency access to this area.
- G. The bluff top viewshed protections required by the Village Subdivision Ordinance will not be applied to this area. As such, although the Village's population will not grow through this development, the impact on the Village's character will be more severe than if annexation and development occurred.

PREANNEXATION AGREEMENT

Agreement made and effective this 12th day of December, 2016, by and between Sundance Development LLC (hereinafter “Developer”) and the Village of Cross Plains, a Wisconsin Municipal Corporation (hereinafter “Village”).

WHEREAS, Developer is interested in annexing and developing certain property owned by the Developer currently located in the Town of Berry, Dane County, Wisconsin, but to ultimately be annexed to the Village of Cross Plains, said property more particularly described on the attached Exhibit A; and

WHEREAS, the Village agrees to periodically meet with the Developer and to review the Developer’s plans for the potential annexation and development prior to a formal annexation petition and formal subdivision or development submission, and the Village further agrees to meet with the Developer to review the Developer’s plan for development from the period the project is submitted until the project is either approved or withdrawn; and

WHEREAS, Village Ordinances authorize the Village to require a Developer to enter into an Agreement obligating the Developer to pay all of the Village’s costs and fees incurred in the review of the preliminary development and annexation plans, and the implementation of the plans as submitted, and to insure compliance with Village Ordinances so as to eliminate or reduce expenses to Village taxpayers;

NOW, THEREFORE, Developer and Village agree as follows:

1) **PAYMENT FOR REVIEW SERVICES.** The Developer agrees to pay all administrative costs incurred by the Village for studying and reviewing the proposed annexation and development plans of Developer incurred prior to and through the date of a formal subdivision or development submission. Further, the Developer agrees to pay all administrative costs incurred by the Village for studying and reviewing the proposed development plans of the Developer incurred from the date the project is submitted up to and through the date the project receives final approval from the Village or the date the project is withdrawn by the Developer. These costs shall include, but not be limited because of enumeration, legal and engineering service costs incurred by the Village in connection with the review of Developer’s plans and review of compliance with all Village Ordinances. The Developer understands the legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not the Developer.

2) **GUARANTEE OF PAYMENT.** The Developer agrees to reimburse the Village for all administrative costs described in Section 1 and as required by Village

Ordinance as the same shall be billed from time to time by the Village. Developer shall deposit with the Village Clerk, in escrow, the cash sum of \$10,000.00 to ensure performance of the promise or guarantee of reimbursement. The Village may draw upon the escrow from time to time as necessary to reimburse the Village for fees and expenses incurred. If at any time monies in the escrow are insufficient to pay expenses incurred by the Village for the administrative costs incurred, Developer shall deposit additional amounts as determined by the Village within 15 days of written demand, or further review and evaluation of the proposed public improvements shall be delayed or terminated.

Payment of all administrative costs shall be a condition of any further approvals required from the Village. Further, should the Developer withdraw the project and the amount of the escrow is insufficient to cover all of the Village's administrative costs, the Developer shall immediately reimburse the Village within 15 days of final billing. Should the Developer withdraw the project or the project reach completion, and there are sums held in escrow by the Village which shall exceed the final amount owed to the Village pursuant to this Agreement, the Village shall return all excess funds in escrow to the Developer within 15 days of reconciling the final billing statement with the Developer.

3) **DEFAULT.** In the event of default by the Developer, in addition to any other remedies to which the Village may be entitled, the Village shall recover from Developer all of its costs in enforcing this Agreement, including actual attorney fees, and may elect to collect the administrative costs and all costs of collection as a special charge upon the next tax roll on lands being reviewed if owned by Developer pursuant to the authority of Section 66.0627, Wis. Stats.

4) **PREANNEXATION ISSUES.** The conceptual/development plan submitted by the Developer shall include, at minimum, all of the following to the Village's satisfaction:

- A. A plan for phasing in the construction of the development on the Exhibit A Property;
- B. Proof that the entirety of Brewery Road will be annexed to the Village as part of the annexation, or, in the alternative, that an intergovernmental agreement between the Village and the Town of Berry regarding the future maintenance and repair of Brewery Road can be attained;
- C. A secondary access road for emergency services ingress/egress to and from the Property will be developed;
- D. Village approval allowing the developed lots to be serviced by well and municipal sewer.

5) **EFFECT OF AGREEMENT.** Developer acknowledges and agrees that by entering into this Agreement, the Village is not indicating its specific approval or acceptance of any preliminary or final plat, or any specific terms of a development agreement the Village reserves all of its legal rights to approve, conditionally approve, or reject any development plan submitted by Developer at any time.

6) **BINDING EFFECT.** This Agreement shall be binding on the parties hereto together with all of their heirs, personal representatives, successors or assigns. This agreement shall remain in effect until December 31, 2017.

7) **COUNTERPARTS.** This Agreement may be assigned in one or more counterparts, with each counterpart taken together, constituting the Agreement.

In witness whereof the parties have executed this Agreement on the day and date set forth above.

DEVELOPER

VILLAGE OF CROSS PLAINS

By: _____
Kyo Ladopoulos, Member
Sundance Development LLC

By: _____
J. Patrick Andreoni, President

By: _____
Caitlin Stene, Clerk

This instrument drafted by:
Attorney Paul A. Johnson
Boardman & Clark LLP
113 S. Main Street, Suite 301
Post Office Box 256
Lodi, WI 53555
608-592-3877 (p)
608-592-5844 (f)
pjohnson@boardmanclark.com