

Committee of the Whole
Regular Meeting Notice and Agenda

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

Monday, April 13, 2015
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 Committee on any issue NOT on the current agenda. *Please observe the time limit of 3 minutes.* While the Committee 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 Committee Member, any item may be removed from the Consent Agenda for separate consideration under Committee Discussion.
 1. Approval of the regular meeting minutes of March 9, 2015.

 2. Referral to the Village Board for approval of Resolution #05-2015 to seek grant funds from the Knowles-Nelson Stewardship program to assist in recreational trail development.

 3. Referral to the Village Board for approval of a facility agreement with the Cross Plains Stingrays for the use of the swimming pool.

- IV. Reports
 1. Village Officers
 - a. Village President
 - b. Village Trustees
 - Outgoing Trustee Farewells

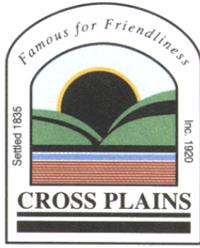
 2. Village Departments

- V. Committee Discussion
 1. Discussion regarding proposal for professional services from Montgomery Associates Resources Solutions, LLC to provide consulting support for floodplain management.

2. Discussion regarding a proposed resolution opposing legislation that abolishes the personal property tax.
3. Discussion regarding a resolution to set the speed limit for Mill Creek Parkway.
4. Discussion regarding a resolution to place a temporary stop sign on the northwest corner of Valley and Julius Streets.
5. Discussion regarding plan to develop Committee Meeting System.

VI. 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 matt@cross-plains.wi.us.



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

Memorandum

To: Committee of the Whole
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: April 9, 2015
Re: Committee of the Whole meeting – **April 13, 2015**

III. Consent Agenda

1. Approval of the regular meeting minutes of March 9, 2015 – For approval.

2. Referral to the Village Board for approval of Resolution #05-2015 to seek grant funds from the Knowles-Nelson Stewardship program to assist in recreational trail development – Village Staff is currently working with Strand on a conceptual plan to develop an east/west trail corridor through the Village. As part of this process and similar to last year, the Village will be applying for various grants to help fund the implementation of this project and lower the need for general fund support. This grant is through the State and would help pay for the actual construction of the trail if approved by the board. The Village is not bound to complete the project if ultimately the project proves not to be feasible. Staff recommends approval of this resolution.

3. Referral to the Village Board for approval of a facility agreement with the Cross Plains Stingrays for the use of the swimming pool – Annually the Village works with the local swim team regarding their dedicated use of the pool and its staff for practices and competitions. The enclosed agreement was prepared several years ago to help define this relationship and outline the general responsibilities for the parties involved. This agreement for 2015 is an update to what was authorized in 2014, and is recommended for approval.

IV. Reports

1. Village Officers

a. Village President

b. Village Trustees

- **Outgoing Trustee Farewells** – President Andreoni, Trustee Lengfeld, and Trustee Schunk have all been reelected to the board. Cliff Zander has been elected to replace Trustee Brunner who did not seek reelection. As is customary, outgoing Trustees are provided an opportunity for closing remarks on their terms.

V. Committee Discussion

1. Discussion regarding proposal for professional services from Montgomery Associates Resources Solutions, LLC to provide consulting support for floodplain management – By definition in the code, the Zoning Administrator is also responsible for the role of Flood Plain Administrator. The flood plain regulations are setup similar to zoning in that districts are established, uses are regulated through the code, and a map defining the districts. The Village has very little control over the established of the regulations and the boundaries detailed on the map as these are regulated by the State and FEMA. The Zoning Administrator role is the responsibility of the Village Administrator/Clerk-Treasurer through the job description and Village Code. The Zoning Administrator role in interpreting/enforcing the code is very similar in both chapters; however, it's the technical background necessary with the flood plain code that is currently lacking. This is a highly specialized field dealing with key elements of water resource engineering that are not presently available on Staff. Enclosed within the packet is to establish a formal agreement with Montgomery Associates to provide consulting assistant to the Village for all aspects relating to the administration of the flood plain code. This process has become increasingly more complicated in development projects, private home sales, and our own capital project around the two creeks through the Village. The expense associated with the agreement will be recouped through permitting fees or paid out of the Inspection or Community Development budgets. Staff recommends approval of this agreement.

2. Discussion regarding a proposed resolution opposing legislation that abolishes the personal property tax – The League of Wisconsin Municipalities is asking its members to consider enacting a resolution to oppose recently introduced legislation that abolishes the personal property tax. Personal Property in Cross Plains is valued at \$6,310,000 and based on our current mill rate, this would result in the loss of around \$44,801 locally that would have to be made up through a budget cut, increase in non-tax revenue (i.e. – fees), or increase in property taxes. A draft resolution is included in your packet for consideration along with memorandums, the bill, and a newspaper article about the issue.

3. Discussion regarding a resolution to set the speed limit for Mill Creek Parkway – Mill Creek Parkway automatically has a speed limit of 25 miles per hour as defined by State Statutes according to its current usage. The Village Board can enact a new speed limit within 10 mph of this number, and Village Staff is asking whether this speed should be lowered to 15 mph due to the narrowness of the street and proximity to local businesses. If a lower speed limit is desired, the Village Attorney will review the resolution before approval by the Village Board on April 27th.

4. Discussion regarding a resolution to place a temporary stop sign on the northwest corner of Valley and Julius Streets – A stop sign request has been received by the Police Department to made the intersection of Valley and Julius Streets a 3-way stop. There is presently a stop sign on Julius but none on Valley, and the request would be for only during construction as the traffic volume has increased with the closure of Highway 14. The Police Chief has reviewed this request and is recommending it be approved.

5. Discussion regarding plan to develop Committee Meeting System – The Committee of the Whole last reviewed this issue at its February 9th meeting where it was discussed creating a hybrid type of Committee Meeting System where some Departments reported directly to the Village Board and others worked through their own Committee. However the board decides to move forward with this issue, any change to the system will require a revision to Chapter 5 regarding Board, Commissions, and Committees. Please note the following regarding potential alternatives to consider for the meeting system:

1. Committee of the Whole – This would result in no change to the current system. All Departments would report to the Committee as they do now on the 2nd Monday of each month who then in turn reports to the Village Board on the 4th Monday of each month. The concern expressed to date is that the current system breeds low resident participation which is derived by little to no meeting attendance by the general public at Committee or Board meetings. If the board kept this system in place, opportunities to increase resident participation could be explored to see what might help to alleviate this concern. This system is not presently broken nor does it hold projects back, and the system’s high efficiency in making decisions needs to be weighed against the factors desired for change.
2. Resident Committee Meeting System – This system would create new Committees jointly staffed by elected officials and residents. The four newly created Committees would meet the second week of the month and make recommendations to the Village Board based on the issues brought to them by Staff. Each Staff member would be responsible for their Committee with Administrative Support. There would continue to only be one Village Board meeting per month, but this would require some additional meetings for elected officials to fully staff these groups as planned. Enclosed in your packet you will find some of the basic parameters discussed at the February meeting in order to establish this system. While this system is similar to the predecessor of the Committee of the Whole, it would be established formally by ordinance in order to properly address some of inefficiencies experienced in the old system.
3. Hybrid Committee Meeting System – The February meeting discussed creating only two Resident Committees for Parks/Recreation and Police Departments. The remainder of the work would be handled by the Village Board. The remainder of the details behind the establishment of the Committees were to be discussed. This type of system would split the organization in half from a logistical standpoint as some Departments would bring their issues right to the board and others would need committee approval before moving forward. That type of disparity has the potential to unbalance the equilibrium of the organization if one Department is able to have more preference over another.

The discussion at the April Committee of the Whole meeting should continue to provide direction as to what is the preferred alternative. The Committee should provide that direction to Staff as to which alternative it desires to pursue as well as comment on some of the possible formatting issues associated with it. If there is a change, then an ordinance could be prepared and forwarded to the Village Board after consensus has been reached.

Committee of the Whole

Meeting Minutes

Village of Cross Plains

2417 Brewery Road, PO Box 97

Cross Plains, WI 53528

(608) 798-3241

Monday, March 9, 2015

7:00 pm

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

President Andreoni called the regular Committee of the Whole meeting to order at 7:00 pm.

Present: Trustees William Brosius, Doug Brunner, Judy Ketelboeter, Steve Schunk, Lee Sorensen, and President Pat Andreoni.

Not-Present: Trustee Jay Lengfeld.

II. Public Comment – None.

III. Consent Agenda – A motion was made by Trustee Ketelboeter, seconded by Trustee Brunner, and unanimously carried by the Committee of the Whole to approve the Consent Agenda as follows:

1. Approval of the regular meeting minutes of February 9, 2015.

2. Referral to the Village Board for approval regarding Resolution #02-2015 adopting the Conditional Use Permit for Northwest Dane Senior Services located at 1837 Bourbon Rd.

IV. Reports

1. Village Officers

a. Village President

- Stated that the Village has been informed by WisDOT that the reconstruction of Highway 14 will begin on March 30th.

b. Village Trustees

- Trustee Brosius thanked Trustee Ketelboeter for volunteering to fill in for him at the last Fire District meeting. He also requested monthly financial summaries of the Village's funds.

2. Village Departments – Presentations of the Department Monthly Report were provided during the budget discussion.

V. Committee Discussion

1. Discussion regarding TIF Rehabilitation Grant Application #2015-01 from David Brill of 2014 Main Street LLC located at 2014 Main Street – Following discussion, a motion was made by Trustee Brunner, seconded by Trustee Ketelboeter, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding TIF Rehabilitation Grant Application #2015-01 from David Brill of 2014 Main Street LLC located at 2014 Main Street subject to the following conditions:

- The applicant will provide a letter from the State Bank of Cross Plains verifying private financing limitations.
- The format shall be a reimbursable grant payment.
- The property shall not become tax exempt during the life of the TID.
- The applicant shall guarantee the assessed value for the parcel as of January 1, 2016 and continuing for the life of the TID.
- The Village and applicant creating, approving, and signing a Developer's Agreement.

2. Discussion and presentation from Johnson and Block regarding the Water Utility Rate Analysis – Following discussion, a motion was made by Trustee Brunner, seconded by Trustee Schunk, and unanimously carried by the Committee of the Whole to recommend to the Village Board approval of a full rate case application to the Public Service Commission of a 24% increase in water rates as reported in the Water Utility Rate Analysis conducted by Johnson and Block.

3. Discussion regarding draft plan for the use of Park Street including pedestrians and parking designations – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Sorensen, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding Resolution #03-2015 authorizing the implementation of the Park Street Plan dated March 5, 2015.

4. Discussion regarding proposal to WisDOT for the Police Department to provide Traffic Control Services during the Highway 14 Reconstruction Project – Following discussion, a motion was made by Trustee Schunk, seconded by Trustee Brunner, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding the proposal to WisDOT for the Police Department to provide Traffic Control Services during the Highway 14 Reconstruction Project.

5. Discussion regarding the acquisition of a field groomer (small tractor) as approved in the 2015 Capital Budget for Parks and Recreation – Following discussion, a motion was made by Trustee Schunk, seconded by Trustee Brosius, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding the acquisition of a field groomer (small tractor) as approved in the 2015 Capital Budget for Parks and Recreation.

6. Discussion regarding the following proposed additions/revisions to the Employee Manual:

- *Policy #2.10 – Performance Evaluations:* Following discussion, a motion was made by Trustee Brunner, seconded by Trustee Ketelboeter, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding the addition of proposed Policy #2.10 for Performance Evaluations.
- *Policy #3.01(3)(D) – Payment in Lieu of Health/Dental Insurance:* Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Brunner, and unanimously carried by the Committee of the Whole to table discussion regarding the addition of proposed Policy #3.01(3)(D) until the Village Board meeting on March 23, 2015.
- *Policy #3.02 – Leave Policies:* Following discussion, a motion was made by Trustee Brunner, seconded by Trustee Ketelboeter, and unanimously carried by the Committee of the Whole to recommend approval to the Village Board regarding the revisions to Policy #3.02 for Leave.

VII. Adjournment

A motion was made by Trustee Brunner, seconded by Trustee Brosius, and unanimously carried by the Committee of the Whole to adjourn at 8:34 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

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution to request grant funds and assistance from the WDNR through the Stewardship Local Assistance Grant Program

RESOLUTION NO. 05-2015

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

WHEREAS, the Village recognizes that there has been significant improvements made recently at the area known as Zander Park including updating trails, constructing new bridges and remeandering the Black Earth Creek; and

WHEREAS, the Village recognizes that the Black Earth Creek is an important local and regional natural resource which is an attraction for outdoor enthusiasts; and

WHEREAS, the Village continues to have a vested interest in developing the project area as illustrated by the reconstruction of Lagoon Street including the construction of an adjacent sidewalk; and

WHEREAS, the Village Board recognizes the importance of providing recreational amenities including expanding and improving Village parks, and updating bridges and trail systems;

NOW, THEREFORE BE IT RESOLVED, the Village Board for the Village of Cross Plains hereby requests the funds and assistance available from the Wisconsin Department of Natural Resources under the Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Act Grant Program.

BE IT FURTHER RESOLVED THAT the Village Administrator/Clerk-Treasurer is hereby authorized to act on behalf of the Village of Cross Plains to: submit an application to the State of Wisconsin for financial aids that may be available; submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date; sign documents; and take necessary action to undertake, direct, and complete and approved river protection grant project.

BE IT FURTHER RESOLVED THAT the Village of Cross Plains will comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions

This resolution shall take effect upon its passage.

Dated this 24th day of April, 2015.

Village of Cross Plains:

Attest:

By: _____

By: _____

J. Patrick Andreoni
Village President

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

Village of Cross Plains
FACILITY USE AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the Village of Cross Plains, a Wisconsin municipal corporation (hereinafter the “VILLAGE”) and the entity identified below (hereinafter the “LICENSEE”).

LICENSEE: **Cross Plains Stingrays Amy and Rick Grelle, President**
ADDRESS: 7868 Cobblestone Court
CITY/STATE/ZIP CODE: **Verona, Wi 53593**

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SCOPE OF USE. The VILLAGE hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **Cross Plains Community Outdoor Pool/Guard Office**
Cross Plains Community Outdoor Pool Storage Building

PERMITTED USE:
Swim Team Practice, swim team home competition meets at the outdoor pool that includes the use of the entire main swimming pool and diving well excluding the wading pool, municipal shelter for concession use

DAYS & TIME USE IS AUTHORIZED (hereinafter the “AUTHORIZED PERIODS”):

Practices

- Preseason practices will begin the Tuesday after Memorial Day with times to be: (10 and Under) 3:15 pm-4:15 pm (11 and up) 4:15 pm-6:00 pm.
- Regular season morning practices will begin once the pool is open for regular hours and swim team practices shall be from 6:00 am – 9:45 am Monday – Friday. The team will have full use of the swimming pool and diving well during this time.
- Swim team will have access to the pool on Monday and Wednesday evenings from 5:00 pm-5:45 pm for additional practice time.
- Regular season evening practices will begin once the pool is open for regular hours and swim team practices shall be from 8:30 pm – 9:30 pm on Tuesday and Thursday evenings. The team will have full use of the swimming pool and diving well during this time.
- Lifeguards will be on duty and rules will be enforced during swim team practices that are enforced during open swim times. No swimmers shall enter the water until the lifeguards give the ok to do so.
- Swim team coaches must clean up the guard office prior to the end of their practice. All food must be put away and the desk must be clear for regular staff use.
- Team will have full use of the shower and changing rooms. Swim Team coaches are expected to monitor behavior of participants in the locker room before and after practices.

Swim Meets

- Swim Team will have full use of the shower and changing room facilities during swim meets and swim team officials shall be responsible for the conduct of participants during those times.
- Swim Team will have use of the pool (wading pool excluded) for no more than 4 home swim meets per calendar year with final approval of dates given by Parks & Recreation Director. Swim team will be given use of the Municipal

Pavilion during all home swim meets.

- Swim Team will have 1 home swim meet on July 1 that is in excess of their time allotment. There will be a charge of \$150.00 for rental of the swimming pool and pavilion on July 1 from 4:00 pm-9:00 pm.
- Swim meets will not have swimmers in the water before 6:30 am without written approval from the Parks & Recreation Director. Volunteers are allowed to be on the deck before 6:30 am for the purposes of setup. No amplified music shall begin before 7:00 am. Short announcements are allowed before 7:00 am. All meets must be completely done and cleaned up with the facility being ready for Open Swim by 1:00 pm.
- (2) Lifeguards will be on duty during swim meets; reimbursement will be paid by the swim team at the end of the season for their lifeguard usage. No coaches, spectators or participants shall interfere with lifeguards including use of lifeguard stands for purposes of announcing, starting or filming races.

Storage

- All equipment used for the swim team shall be stored in the designated storage building.
- 5 set of pool keys will be issued at the beginning of the season and all sets must be returned to the Parks & Recreation Director by September 15th. Keys not returned by September 15th will be deemed lost and new locks and doors will be rekeyed at the expense of Swim Team.
- Any repair or replacement of diving blocks will be the responsibility of the Swim Team.

Miscellaneous

- The Club is responsible for the administration and on-site supervision of their program including actions of their staff and registered participants as well as the equipment and supplies that are the property of the team.
- Village of Cross Plains shall not be held responsible for lost or stolen items at the pool during Swim Team rental period.
- Village of Cross Plains shall notify Swim Team President of staff recommendation of any pool rental increases for the next budget year and inform Swim Team President of dates of meetings of Committee of the Whole and Village Board meetings at least 30 days in advance of any recommendations or decisions made by the board.
- No swimmers or parents shall be allowed in the Lifeguard Office during team practices or meets unless preapproved by the Parks & Recreation Director or by emergencies only.
- Any request that is not covered in this agreement shall be given to the Parks & Recreation Director at least 24 hours in advance of when request is needed.
- Violations of this agreement will result in written and verbal warnings to the Swim Team President and may result in a security deposit for additional agreements to deduct from for additional cleaning and damage to the facility.

2. **CONSIDERATION.** In consideration of the above identified use of the FACILITY, LICENSEE shall pay the VILLAGE sum of **\$ 25 per Swim Team member (\$5.00 per Swim Team member to go directly towards pool improvements), \$350.00 rental fee outside of normal practices/meets. (May 31, July 11, July 28) Swim Team will also provide the VILLAGE with a roster of all participants in program and payment by SEPTEMBER 1ST. Swim Team will continue to coordinate with the village on equipment purchases and pool improvements**

3. **TERM/TERMINATION.** The term of this AGREEMENT shall commence on **January 1, 2015** and terminate on **DECEMBER 31, 2015**. The VILLAGE may, for any reason or no reason at all, terminate this AGREEMENT upon thirty days notice.

4. **PROPERTY CONDITION.** The VILLAGE makes no representations or warranties as to the condition of the FACILITY or its adequacy for LICENSEE'S intended use other than compliance with Chapter DHS 172 of Wisconsin

Administrative Code – Safety, Maintenance and Operation of Public Pools and Water Attractions. LICENSEE agrees to take the FACILITY as is and acknowledges that it shall be LICENSEE’S responsibility and obligation to assure that the FACILITY is in safe condition to be used for the purpose anticipated. LICENSEE acknowledges that it shall be obligated to regularly inspect the FACILITY and to promptly take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons.

5. VILLAGE ACCESS. The VILLAGE reserves the right to enter the FACILITY at any time during the AUTHORIZED PERIODS for any reasonable purpose. In the event the VILLAGE enters the FACILITY during AUTHORIZED PERIODS in a manner which interferes with LICENSEE’S use, LICENSEE’S sole remedy shall be refund of the CONSIDERATION paid for the periods of interference or termination of this AGREEMENT.

6. LICENSEE RESPONSIBILITIES.

A. LICENSEE shall remove all its property and equipment from the FACILITY outside of the AUTHORIZED PERIODS. LICENSEE is solely responsible for ensuring their property and equipment used is safe and properly maintained. LICENSEE shall have sole responsibility for the protection of LICENSEE’S property and agrees that the VILLAGE shall have no liability for injury to persons during LICENSEE’S activities or damage to, or theft of, property located therein. LICENSEE shall be allowed to maintain one storage facility on the pool deck for storage of necessary equipment of LICENSEE of a size and location approved by the Parks and Recreation Director. The VILLAGE shall have no obligation regarding liability for that property.

B. LICENSEE shall provide, at its sole expense, an adult on-site manager during the AUTHORIZED PERIODS, who shall be responsible for supervision of all individuals participating in the activities conducted pursuant to this AGREEMENT.

C. LICENSEE shall comply with, and ensure all of its participants comply with, all rules and regulations which shall be instituted by the VILLAGE from time to time.

D. LICENSEE shall repair all damage to the FACILITY caused by its employees, agents and participants, keep the FACILITY clean and orderly at all times, and not conduct any activity which would reasonably disturb others using the FACILITY. LICENSEE shall not be responsible to clean or maintain FACILITY outside of the intended use of LICENSEE. LICENSEE is under no obligation to leave FACILITY in a condition better than found. LICENSEE may contact the village to notify them of repair/cleaning issues that are encountered that are the responsibility of the village.

7. INDEMNITY. To the fullest extent allowable by law, the LICENSEE hereby indemnifies and shall defend and hold harmless the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the LICENSEE or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this AGREEMENT regardless if liability without fault is sought to be imposed on the VILLAGE. The LICENSEE’S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the VILLAGE, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

In any and all claims against the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the LICENSEE, any sub-LICENSEE, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LICENSEE or any sub-LICENSEE under Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this AGREEMENT or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any contract. This clause is

to be read in conjunction with all other indemnity provisions contained in this AGREEMENT. Any conflict or ambiguity arising between any indemnity provisions in this AGREEMENT shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The LICENSEE shall reimburse the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The LICENSEE'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

8. INSURANCE. LICENSEE shall, at its sole expense, maintain in effect at all times during the term of this AGREEMENT insurance coverage acceptable to the VILLAGE and, upon request, provide a copy of the insurance policy to the VILLAGE.

9. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the LICENSEE may not assign any rights or obligations under this AGREEMENT without the prior written consent of the VILLAGE.

C. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

D. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid.

E. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** effective as of the last date of signature below.

VILLAGE OF CROSS PLAINS

By: _____
Pat Andreoni, Village President

Attest: _____
Matthew Schuenke, Village Administrator/Clerk Treasurer

Date

Date

LICENSEE (Swim Team President)

By: _____

(Name & Title)

Date



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u> Matt Schuenke </u>	Date: <u> 4/9/2015 </u>
Department: <u> Administration </u>	
Report Number: <u> 03-2015 </u>	Month: <u> March </u>
Routine Responsibilities/Tasks	
March 3 – WisDOT Meeting to discuss Traffic Mitigation Contract	March 23 – Absentee Voting Began
March 4 – Staff Meeting	March 24 – Highway 14 Public Information Meeting
March 9 – Committee of the Whole	March 30 – Highway 14 Project Begin
March 12 – Chamber of Commerce Annual Meeting	
March 23 – Highway 14 Project Mobilization	
March 23 – Village Board	
Special Projects	Extraordinary Circumstances
Committee Meeting System – Preparing alternatives, scheduled for review in April.	Spring Local Election scheduled for April 7 th .
Main Street Streetscape – Park Street Plan Approved, began implementation. Final streetscape plan drafted and reviewed.	Final restoration of Mill Creek Parkway currently underway.
Compensation/Classification – Conducting annual Performance Evaluations for 2014, set merit pay in April.	
2015 Borrowing – Bids Opened, Borrowing Awarded, and Closing scheduled for April.	
1400 Bourbon Road – Established project review timeline, preliminary review on submittals.	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Admin Assistant Recruitment – Conducted interviews, working on hiring candidate.	
Highway 14 Project – Monitor detour route, adjust alternate routes and signage, follow progress.	
Flood Plain Proposal – Met with consultant, reviewed proposal.	
Buechner Property – Working on conceptual site plan, discussing with local groups, bring to COW in May.	
Recommended Items for Village Board Action	
Flood Plain Consulting Proposal	Consideration of Personal Property Resolution
Set Speed Limit on Mill Creek Parkway	Consideration of Temporary Stop Signs at Julius and Valley Streets
Committee Meeting System	



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Tom Malone</u>	Date: <u>April 1, 2015</u>
Department: <u>Administration</u>	
Report Number: <u>3-2015</u>	Month: <u>March</u>
Routine Responsibilities/Tasks	
Processed 2 payrolls for the month. Paid federal & state taxes.	Coordinated monthly Streetscape Workgroup meeting
Coordinated w/s inquires and followed up with issues. Processed w/s payments and final read requests	Assisted in preparing packet materials for Board
Assisted residents in person or on the phone with various requests and questions	Attended monthly Chamber of Commerce meeting
Monthly reconciliation of previous month	
Processed monthly payments for retirement, deferred comp., life insurance, income continuation and dental	
Entered in monthly receipts to accounting software	
Special Projects	Extraordinary Circumstances
Provided information for rate case application to auditors	Assist in filling duties of vacant admin assistant position
Start recruitment for administrative assistant position	
Updated water rates in system for simple rate increase	
Begin process to apply for Stewardship grant	
Work on quarterly village newsletter	
Assist in preparing info for Hwy 14 project	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Continue to assist with Streetscape Workgroup	<<< Begin process to apply for grants for Zander Park trail
Continue to provide information to auditors	<<< Finalize recruitment process for Admin. Asst.
Work on rate case study and provide info to consultants	<<< Quarterly Village newsletter
Work with consultants and Mike Axon on Zander Park trail design.	
Recommended Items for Village Board Action	
Resolution for intent to apply for Stewardship grant	



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Mike Axon</u>	Date: <u>March 31, 2015</u>
Department: <u>Parks and Recreation</u>	
Report Number: <u>3-2015</u>	Month: <u>March</u>
Routine Responsibilities/Tasks	
Activity guide online and out to residents.	Set up and register participants in programs.
Call all seasonal applicants to set up interviews.	Order supplies for baseball/softball (Chalk, Diamond Dry, nets and screens)
Interview seasonal applicants. (Parks, Recreation, Pool)	Fitness Pass Evaluations.
Send out agenda to Adult Men's/Women's Softball meeting.	Update program information on Sportsmans; Sign up begins March 9
Meet with local organizers for the Easter Egg Hunt.	Update facility usage at the fire station, legion, park school, Glacier Creek school and library.
Meet with independent contractors setting up couch 2 5/10K, no limits interval and fun runs.	
Special Projects	Extraordinary Circumstances
Worked on the Parks/Recreation/Aquatic website	
New program set ups (Hip Hop, Archery, Martial Arts, Junior Lifeguards)	
Order supplies for programs (Fitness Classes)	
Develop an RFP basketball court at Glacial Valley Park.	
Finalize Baer Park shelter, new partitions, gutters, paint.	
Expansion joint in pool vessel repair; Badger Swim Pools	
New tile needed for lane line (due to joint repair)	
Worked with two 10 year old girls on Muscular Dystrophy 5K run/walk. (Wendy Judd)	
Upcoming Issues	Employee Acknowledgements/Accomplishments
2015 Cross Plains Stingrays/Village usage agreement	Received many compliments on the 2015 Activity Guide. The "new" programs have been received very well.
Recommended Items for Village Board Action	

Monthly Staff Report



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Chief Thomas Janssen</u>	Date: <u>March, 2015</u>
Department: <u>Cross Plains Police Department</u>	
Report Number: <u>2015-3</u>	Month: <u>March</u>
Routine Responsibilities/Tasks	
	March 4 meeting with Middleton/Cross Plains area School District School Safety Planning Team to discuss future needs of the school district and also start planning for table top exercise on April 8 and future full scale active shooter exercise.
	March 9 COW meeting.
See attached for routine monthly activities	
Extraordinary Circumstances	
March 13 Vet care clinic on Bourbon Rd. was burglarized, investigation ongoing.	Personnel issues
Planning meetings for beginning of Hwy 14 construction.	Increased patrol on Bourbon Rd during construction starting March 30
March 31 and April 1 held a joint training for members of CPPD, Dane Sheriff, Mount Horeb PD, Belleville PD, Waunakee PD, Middleton PD, Brooklyn PD at Glacier Creek Middle School for Active Shooter events. 25 in attendance	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Request for temp stop sign at corner of Valley St. and Julius. Concern of cars "whipping" around the corner and increased traffic due to construction. Concern is for day care and kids waiting for bus. Request came from owners of Sand Castle Day Care.	
Recommended Items for Village Board Action	



Village of Cross Plains

Monthly Staff Report

Employee Information	
Employee Name: <u>Jerry Gray</u>	Date: <u>April 1, 2015</u>
Department: <u>Public Facilities</u>	
Report Number: <u>2015-3</u>	Month: <u>March</u>
Routine Responsibilities/Tasks	
Snow and Ice control	Spring activities – opening parks, street sweeping, brush pickup, yard waste disposal
Building and equipment maintenance.	
Winter maintenance carried over from past summer and prep for next summer	
Work with utility customers on consumption complaints.	
Work on maintenance issues at Library	
Special Projects	Extraordinary Circumstances
Working with Village Staff and Consultants on: Zander Redevelopment	
HWY 14 – Ongoing – Begin finalizing plans to accommodate construction start in April.	
Lagoon St/Mill Creek Parkway – On hold till spring	
HWY 14 – Construction – Working with primary and sub - contractors, MGE Gas and Electric. DOT and DNR	
Upcoming Issues	Employee Acknowledgements/Accomplishments
All aspects of HWY 14 reconstruction – Questions, complaints and concerns.	Thank you to part-time help for assistance during this early busy season.
Speed limit on Mill Creek Parkway	
Recommended Items for Village Board Action	
Setting speed limit on mill Creek Parkway	

April 3, 2015

Mr. Matthew G. Schuenke
Zoning Administrator
Village of Cross Plains
2417 Brewery Road, PO Box 97
Cross Plains, WI 53528

Re: Proposal for Professional Services
Support to Floodplain Management
MARS Proposal Number 567

VIA: Email, paper copy via US Mail

Dear Matt,

Thanks for contacting Montgomery Associates: Resource Solutions, LLC (MARS) about providing on-call support to the Village in floodplain management. This letter describes our proposed scope of services for this support, at a rate schedule that will be applicable to work that is conducted. The services described in this proposal will be performed according to the terms and conditions of the attached Services Agreement.

INTRODUCTION

We understand that the Village could utilize on-call services to support project review or community development proposals that involve regulatory floodplains. In this role, we could provide technical and procedural support to review of specific project floodplain zoning issues, and could also support the Village in defining development opportunities and providing advice and support to continuing win-win projects adjacent to Black Earth Creek and other watercourses in the community.

PROPOSED SCOPE OF SERVICES

Services to be conducted by MARS will be as directed by the Village on an on-call basis. The activities listed are a potential range of activities that could be involved, but we expect to agree with the Village on the appropriate extent of services for each individual issue as it comes up.

Review of specific project applications involving floodplain ordinances could include the following:

1. Meetings with applicants and Village personnel to confirm technical and regulatory criteria that are applicable and to define the appropriate analyses and submittals required for project approval;
2. Technical review of application material, including grading plans, hydraulic analyses, proposed floodplain rezoning, or other aspects of the development submittal;
3. Preparation of a staff report and/or preparation of draft approval language and conditions for use by the Village; and
4. Attendance at plan commission or Village board meetings, as requested.

General support to the Village on floodplain management could include:

1. Briefing the Village on updates or changes to floodplain maps, FEMA or State of Wisconsin floodplain management criteria, mapping standards, or changes in allowable uses within floodplain areas;
2. Providing communication material for Village residents or applicants regarding floodplain activities for application processes; and
3. Meetings, as requested.

CONTRACT, FEES AND SCHEDULE

Services by MARS on this project will be conducted according to the terms and conditions described in the attached Services Agreement.

MARS will provide services to the Village on an on-call basis as requested by the Village. We understand that it is possible that no services will be required for extended periods of time. When services are requested, we will agree with Village staff on the anticipated activities and potential fee. Fees billed will be based on the level of effort required, according to the rates and procedure described on the attached rate sheet.

Receipt of a signed copy of the Services Agreement will be authorization for MARS to be available for the services described in this proposal.

Thanks very much for the opportunity to provide this proposal. Please contact me at 608-839-4422 with any questions.

Montgomery Associates: *Resource Solutions, LLC*



Robert J Montgomery, PE
Principal

Enclosure: Rate Schedule
 Services Agreement (please return a signed copy)

2015 FEE SCHEDULE

Montgomery Associates: Resource Solutions, LLC Services for the Village of Cross Plains

Professional Services

Principal-in-Charge	\$140 / hour
Senior Engineer	\$124 / hour
Project Engineer 2	\$108 / hour
Project Engineer 1	\$103 / hour
Staff Engineer 2	\$88 / hour
Staff Engineer 1	\$82 / hour
Support staff	\$51 / hour

For direct preparation or testimony as an expert witness, hourly rates will be subject to a 30% surcharge and will require a \$1,000 prepaid retainer.

Reimbursable Expenses

Vehicle use:	Current IRS Rate
All other reimbursable expenses:	Cost + 10%

Invoicing

Monthly invoicing, with detail provided on in-house professional services.

Documentation provided for subcontracted services fees; subconsultant services billed at cost plus 10%

Documentation for reimbursable expenses provided if charges exceed \$500.

Scope, payment and contract terms as defined in the proposal and Professional Services Agreement

Address for all correspondence:

Montgomery Associates: Resource Solutions, LLC
119 South Main Street
Cottage Grove, WI 53527
Telephone: 608-839-4422; Fax: 608-839-3322

Services Agreement

Montgomery Associates: Resource Solutions, LLC (Consultant) will perform services according to the terms and conditions of this Agreement with the Village of Cross Plains, Wisconsin (Client). The Consultant shall perform the services described in the attached Proposal dated April 3, 2015 (Proposal), in consideration of the fee and payment terms stated in the Proposal. Additional services requested by the Client, but not described in the Proposal, shall be paid according to hourly rates agreed to between Consultant and Client, or as specified in the Proposal. The following terms and conditions apply to the Agreement, unless specifically altered in the attached Proposal.

Terms and Conditions

- 1) **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- 2) **Billing and Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred, as described in the Proposal attached to this Agreement. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% per month on the unpaid balance from the date of invoice. For any invoice not paid within 75 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. In the event any portion of the account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney fees. By signing this proposal, Client accepts notice that liens may be placed to obtain payment.
- 3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.
- 4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the Client.
- 5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the normal standards of practice of professional engineering.
- 6) **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000, or the amount of the fee paid to MARS, whichever is greater. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7) **Use of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant.
- 8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be first submitted to non-binding mediation.
- 9) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

The above Agreement, Terms and Conditions and referenced Proposal scope of services and fees are agreed upon:

Consultant:  Date: 3 Apr 2015 Client: _____ Date: _____
Robert J Montgomery, PE, Principal

Montgomery Associates: Resource Solutions, LLC
119 South Main Street, Cottage Grove, WI 53527

League of Wisconsin Municipalities
Model Resolution Opposing Elimination of Personal Property Taxes

Whereas, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

Whereas, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

Whereas, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

Whereas, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

Whereas, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located, and

Whereas, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts;

WHEREAS, in the Village/City of _____, the loss of computer aid payment for exempt computers would mean \$_____ less for the Village's/City's General Fund and \$_____ less for the Village's/City's TIDs, for a total decrease in state aid payments of \$_____; and

WHEREAS, in the Village/City of _____, the shift to residential homeowners would be \$_____ of tax levy for just the Village/City portion of property taxes and the resulting equalized tax rate increase will be \$_____ per \$1,000 valuation.

NOW THEREFORE BE IT RESOLVED, that the City/Village of _____ opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.



TO: Members of the Wisconsin State Legislature

FROM: Curt Witynski, Assistant Director, League of Wisconsin Municipalities
Kyle Christianson, Wis. Counties Assoc., Dir. of Government Affairs

DATE: March 20, 2015

SUBJECT: Eliminating the Personal Property Tax (LRB-1183 / LRB-2009)

Representative Kulp and Senator Tiffany are seeking co-sponsors to a bill they plan on introducing that would eliminate both the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment. Significantly, the proposed legislation provides no payments to local governments to compensate for the reduced tax base. The legislation, if enacted, will result in more of the property tax burden being shifted to homeowners. Both the Wisconsin Counties Association (WCA) and the League of Wisconsin Municipalities (LWM) ask that you carefully consider the following facts about the negative impact of this bill on homeowners and local government services before signing on. At a minimum, the loss in local tax revenue and tax shift must be addressed before moving forward with this legislation.

Negative ramifications of eliminating the personal property tax without a state payment holding local governments harmless:

1. The total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million.
2. The state has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year. The total payment for 2015 is set at \$83.8 million.
3. Elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who already pay 70% of the statewide property tax levy. How much more?
 - a. According to Legislative Fiscal Bureau (LFB) testimony, the share of net property taxes borne by residential property owners would increase on average by two percentage points statewide. The net tax bill on a median

valued home taxed at statewide average tax rates would increase from \$2,926 to \$3,006 or by \$80 (2.7%). Remember, this is the median. It will be higher in many communities, where most taxable personal property exists.

4. The impact of eliminating the personal property tax will be greatest in cities and villages where most of the personal property tax base is located. 82% of the state's personal property tax base is located in cities and villages. Consequently, city and village residential home owners will bear most of the burden of the tax shift. For example, in the City of Fond du Lac this would result in the loss of \$127,669,520 in the City's property tax base, representing 4.9% of the City's total taxable property tax base. The results would be a shift of \$1,516,494 for just the City's portion of property taxes from the personal property taxpayers to other classes of property taxpayers, primarily residential taxpayers (63% of the total). Also, the loss of the state aid for exempt computers would mean \$253,604 less in Fond du Lac's general fund and \$12,099 less for its TIF districts (for a total of \$265,703).
5. Fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts. TIF districts, with only a few exceptions, are exclusively located in cities and villages.
6. When the Legislature has exempted large amounts of personal property in the past, it has typically offset the reduction in the property tax base and avoided a tax shift by reimbursing local governments the lost tax revenue. The tax shifting and the tax increase for homeowners discussed above could be avoided if repeal of the personal property tax was paired with an expansion of the current aid payment for computers and related property. Under this scenario, rather than shifting the personal property taxes to residential home owners, the state would make annual payments to local governments (totaling \$268 million based on 2013(14) values and rates) to compensate them for the lost tax base.

Thanks for considering our comments and concerns about LRB 1183 and LRB 2009.

Curt Witynski
Assistant Director
League of Wisconsin Municipalities
(608) 267-3294
witynski@lwm-info.org

Kyle C. Christianson
Director of Government Affairs
Wisconsin Counties Association
608.663.7188
christianson@wicounties.org



To: Members of the Wisconsin Legislature
From: Tom Larson, Senior Vice President of Legal and Public Affairs
Date: March 23, 2015
Subject: Eliminating the Personal Property Tax (LRB—1183/LRB-2009)

The Wisconsin REALTORS® Association (WRA) generally supports efforts to reduce or eliminate the tax burden on Wisconsin businesses and families, but not by shifting this tax burden onto Wisconsin homeowners.

By eliminating the personal property tax without identifying an alternative source of revenue to fund local services and programs, LRB-1183/LRB-2009 will result in a \$270 million¹ tax shift onto homeowners and other owners of real property. Moreover, as currently drafted, LRB-1183/LRB-2009 would do the following:

Violate Governor Walker's property tax pledge. Governor Walker has made property tax reform one of his top priorities and, in so doing, has pledged to make property taxes lower in 2018 than they were in 2014.² By eliminating the personal property tax without identifying an alternative revenue source, LRB-1183/LRB-2009 would violate Governor Walker's pledge by increasing property taxes for homeowners and other owners of real property by \$270 million.

Increase property taxes for the average homeowner by approximately \$80/year. According to an analysis by the Wisconsin Legislative Fiscal Bureau, eliminating the personal property tax without identifying an alternative funding source will increase property taxes for the average price home by \$80 per year.³ This results in a 2.7% property tax increase for the average-priced home (\$147,989).

Worsen Wisconsin's ranking as one of the highest property taxed states in the country for homeowners. Wisconsin is consistently ranked among the worst states in the country for property taxes. For example, according to a recent article in USA Today, Wisconsin ranks #4 in

¹ See Wisconsin Legislative Fiscal Bureau's memo, "General Information on the Property Tax on Personal Property," dated June 30, 2014, page 3. (Note – The Wisconsin Department of Revenue estimates that the total amount of personal property taxes collected in 2014 was approximately \$290,000. See "Town, Village, and City Taxes – 2013, Taxes Levied 2013-Collected 2014," Table II, page T-2, Wisconsin Department of Revenue, Division of State and Local Revenue, Bureau of Local Government Services.)

² See Governor Walker's State of the State Address to the 2015 Wisconsin Legislature, January 13, 2015.

³ See Wisconsin Legislative Fiscal Bureau's memo, "General Information on the Property Tax on Personal Property," dated June 30, 2014, page 5, table 2.

the country with respect to the property taxes as a percentage of home value.⁴ By increasing taxes for homeowners and other owners of real property by \$270 million, Wisconsin's ranking among the highest property taxed states for homeowners will only get worse.

Reverse the great work by the Wisconsin Legislature in recent years to reduce property taxes for homeowners. During the 2013-14 legislative session, the Wisconsin Legislature reduced property taxes by \$506 million for homeowners and other owners of real property.⁵ As a result, the average homeowner's property taxes decreased by approximately \$131 last year.⁶ For the first time in decades, many property owners saw a significant decrease in their property taxes. By increasing property taxes for homeowners and other owners of real property by \$270 million, LRB-1183/LRB-2009 would reverse the significant property tax reforms passed by the legislature last session.

The WRA applauds the efforts by the bill authors, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst), to reduce the tax burden for businesses in Wisconsin. The personal property tax is an onerous tax for businesses and administrative headache for those who administer it. However, eliminating this tax by increasing taxes on homeowners and other owners of real property is not the answer.

Accordingly, until the loss of revenue from eliminating the personal property tax can be addressed without creating a shift onto homeowners and other owners of real property, the WRA respectfully requests that you (a) not co-sponsor and (b) vote against LRB-1183/LRB-2009.

If you have questions or comments, please contact Tom Larson (tlarson@wra.org) or Joe Murray (jmurray@wra.org) at (608) 241-2047.

⁴ <http://www.usatoday.com/story/money/personalfinance/2015/03/21/cheat-sheet-high-property-taxes/24990145/>

⁵ See 2013 Wis. Act 46 and 2013 Wis. Act 145.

⁶ See Wisconsin Legislative Fiscal Bureau's memo, "Property Tax Bill Estimates Under January 2014 Special Session Proposal," dated January 28, 2014, page 2.



Lawmakers to propose dropping personal property tax on businesses

By [Kevin Crowe](#) of the Journal Sentinel
March 26, 2015

Republican lawmakers plan to soon introduce a bill that would gradually repeal all personal property taxes on businesses and eliminate some state payments to municipalities.

State Rep. Bob Kulp (R-Stratford), a co-author of the bill, said the measure would eliminate a class of taxes that has overburdened large and small businesses and would make Wisconsin more competitive with neighboring states.

The bill is being circulated for co-sponsors; Kulp said it will most likely be introduced within the next week.

"It's overdue because it makes us less competitive than other states," he said. "We're the only Upper Midwest state with it still in effect."

Illinois and Iowa exempt tangible personal property from tax rolls and Minnesota taxes much less personal property than Wisconsin. Items such as office furniture, some manufacturing equipment, machinery and tools are considered personal property.

Personal property taxes make up close to 3% of the overall tax base statewide. But that figure varies by municipality. In Green Bay, personal property accounted for about 5% of the total property tax base in 2013, or \$6.6 million. In Milwaukee, those figures were about 3.5%, or \$26.3 million.

The bill also would cut state payments to municipalities that offset the exemption granted years ago for computers and computer-related equipment from the personal property tax.

"The main ramification is a tax shift to residential homeowners or a reduction in services," said Curt Witynski, assistant director of the Wisconsin League of Municipalities.

Kulp said the hit municipalities would take would be spread out over a few years. All personal property placed in service by businesses on or after Jan. 1, 2016, would be exempt from the tax. The tax would be eliminated completely by January 2020.

Supporters and opponents of the change agree the personal property tax code is difficult to comply with and takes a lot of time to enforce.

"The personal property portion of our operation is a fairly big chunk of time," said Milwaukee Assessor Steve Miner. "In a lot of ways, it's a lot of work for little value."

State Rep. David Craig (R-Big Bend), a co-author of the bill, said business owners aren't always upset with the amount they pay in taxes, as it doesn't usually amount to a lot of money.

"But the compliance burden itself is very onerous and takes up a lot of time," he said.

Currently, the bill does not contain any mechanism to give aid to municipalities to compensate for the loss in tax revenue.

Kulp and Craig said they are open to finding a way to make municipalities financially whole as the cuts take place, such as allocating some funds cut from another part of the state budget.

Go to jsonline.com/data to search personal property tax rates by municipality.

Find this article at:

<http://www.jsonline.com/news/statepolitics/lawmakers-to-propose-dropping-personal-property-tax-on-businesses-b99469836z1-297747321.html>

Check the box to include the list of links referenced in the article.



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-1183/1
JK:kjf:cs

2015 BILL

1 **AN ACT to repeal** 20.835 (1) (e), 79.095, 121.06 (4) and 121.90 (2) (am) 2.; **to**
2 **amend** 70.11 (39), 70.17 (1), 73.06 (3), 121.004 (6), 121.15 (4) (a), 174.06 (5),
3 174.065 (3), 174.08 (1), 198.10 (1) and 200.13 (2); and **to create** 70.135 of the
4 statutes; **relating to:** eliminating the personal property tax.

Analysis by the Legislative Reference Bureau

This bill eliminates the property tax on personal property beginning in 2020. The bill also eliminates, in 2016, the state aid payments to taxing jurisdictions based on the value of computers and computer-related equipment that are exempt from the personal property tax and that are located in the taxing jurisdictions.

Under the bill, personal property placed in service on or after January 1, 2016, is not subject to the property tax. Personal property placed in service before January 1, 2016, is subject to the property tax based on the actual depreciated value of the property.

Beginning with the assessments as of January 1, 2020, no personal property is subject to the property tax. Under the bill, real property that was assessed as personal property prior to January 1, 2020, will be assessed as real property and real property placed in service on or after January 1, 2020, that would have been assessed as personal property prior to that date will be assessed as real property.

Because this bill relates to an exemption from state or local taxes, it may be referred to the Joint Survey Committee on Tax Exemptions for a report to be printed as an appendix to the bill.

BILL

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 20.835 (1) (e) of the statutes is repealed.

2 **SECTION 2.** 70.11 (39) of the statutes is amended to read:

3 70.11 **(39)** COMPUTERS. If the owner of the property fulfills the requirements
4 under s. 70.35, mainframe computers, minicomputers, personal computers,
5 networked personal computers, servers, terminals, monitors, disk drives, electronic
6 peripheral equipment, tape drives, printers, basic operational programs, systems
7 software, and prewritten software. The exemption under this subsection does not
8 apply to custom software, fax machines, copiers, equipment with embedded
9 computerized components or telephone systems, including equipment that is used
10 to provide telecommunications services, as defined in s. 76.80 (3). ~~For the purposes~~
11 ~~of s. 79.095, the exemption under this subsection does not apply to property that is~~
12 ~~otherwise exempt under this chapter.~~

13 **SECTION 3.** 70.135 of the statutes is created to read:

14 **70.135 Personal property tax; sunset.** (1) Personal property placed in
15 service on or after January 1, 2016, is not subject to the property tax imposed under
16 this chapter.

17 (2) Subject to the exemptions under ss. 70.11 and 70.111, personal property
18 placed in service before January 1, 2016, is subject to the property tax imposed under
19 this chapter based on the property's depreciated value as reported under s. 70.35 or
20 as determined by the department of revenue.

BILL

1 **(3)** Beginning with the assessments as of January 1, 2020, no personal property
2 is subject to the property tax imposed under this chapter, except that real property
3 that was assessed as personal property prior to January 1, 2020, and real property
4 that is placed in service on or after January 1, 2020, that would have been assessed
5 as personal property prior to January 1, 2020, shall be assessed as real property.

6 **SECTION 4.** 70.17 (1) of the statutes is amended to read:

7 **70.17 (1)** Real property shall be entered in the name of the owner, if known to
8 the assessor, otherwise to the occupant thereof if ascertainable, and otherwise
9 without any name. The person holding the contract or certificate of sale of any real
10 property contracted to be sold by the state, but not conveyed, shall be deemed the
11 owner for such purpose. The undivided real estate of any deceased person may be
12 entered to the heirs of such person without designating them by name. The real
13 estate of an incorporated company shall be entered in the same manner as that of an
14 individual. Improvements on leased lands ~~may, including all permanent fixtures,~~
15 shall be assessed either as real property or personal property, but leased lands are
16 not subject to liens for any unpaid taxes on the improvements.

17 **SECTION 5.** 73.06 (3) of the statutes is amended to read:

18 **73.06 (3)** The department of revenue, through its supervisors of equalization,
19 shall examine and test the work of assessors during the progress of their assessments
20 and ascertain whether any of them is assessing property at other than full value or
21 is omitting property subject to taxation from the roll. The department and such
22 supervisors shall have the rights and powers of a local assessor for the examination
23 of persons and property and for the discovery of property subject to taxation. If any
24 property has been omitted or not assessed according to law, they shall bring the same
25 to the attention of the local assessor of the proper district and if such local assessor

BILL**SECTION 5**

1 shall neglect or refuse to correct the assessment they shall report the fact to the board
2 of review. If it discovers errors in identifying or valuing property that is exempt
3 under s. 70.11 (39) or (39m), the department shall change the specification of the
4 property as taxable or exempt and shall change the value of the property. All
5 disputes between the department, municipalities and property owners about the
6 taxability or value of property ~~that is reported under s. 79.095 (2) (a) that is exempt~~
7 under s. 70.11 (39) or (39m) or of the property under s. 70.995 (12r) shall be resolved
8 by using the procedures under s. 70.995 (8).

9 **SECTION 6.** 79.095 of the statutes is repealed.

10 **SECTION 7.** 121.004 (6) of the statutes is amended to read:

11 121.004 (6) NET COST. The “net cost” of a fund means the gross cost of that fund
12 minus all nonduplicative revenues and other financing sources of that fund except
13 property taxes, and general aid, ~~and aid received under s. 79.095 (4).~~ In this
14 subsection, “nonduplicative revenues” includes federal financial assistance under 20
15 USC 236 to 245, to the extent permitted under federal law and regulations.

16 **SECTION 8.** 121.06 (4) of the statutes is repealed.

17 **SECTION 9.** 121.15 (4) (a) of the statutes is amended to read:

18 121.15 (4) (a) In this subsection, “state aid” has the meaning given in s. 121.90
19 (2) ~~except that it excludes aid paid to school districts under s. 79.095 (4).~~

20 **SECTION 10.** 121.90 (2) (am) 2. of the statutes is repealed.

21 **SECTION 11.** 174.06 (5) of the statutes is amended to read:

22 174.06 (5) RECORDS. The listing official shall enter ~~in the records for personal~~
23 ~~property assessments,~~ or in a separate record, all dogs in the district subject to tax,
24 to whom they are assessed, the name, number, sex, spayed or unspayed, neutered or

BILL

1 unneutered, breed and color of each dog. The listing official shall make in triplicate
2 a list of the owners of all dogs assessed.

3 **SECTION 12.** 174.065 (3) of the statutes is amended to read:

4 174.065 (3) COLLECTION OF DELINQUENT DOG LICENSE TAXES. Delinquent dog
5 license taxes may be collected in the same manner as provided for small claims in s.
6 ~~74.55 and ch. 799 for the collecting of personal property taxes.~~

7 **SECTION 13.** 174.08 (1) of the statutes is amended to read:

8 174.08 (1) Except as provided in sub. (2), every collecting official shall pay all
9 dog license taxes to the town, village, or city treasurer or other tax collecting officer
10 who shall deduct any additional tax that may have been levied by the municipal
11 governing body and pay the remainder to the county treasurer at the time settlement
12 is made with the county treasurer for collections of ~~personal~~ property taxes, and shall
13 at the same time report in writing to the county clerk the licenses issued. The report
14 shall be in the form prescribed by the department, and the forms shall be furnished
15 by the county clerks.

16 **SECTION 14.** 198.10 (1) of the statutes is amended to read:

17 198.10 (1) TAXABLE PROPERTY, TAXES. All real property situated in ~~and all~~
18 ~~personal property the situs of which for purposes of general property taxation is in~~
19 the district shall be subject to taxation in and by the district for a direct annual tax
20 sufficient to pay the interest on any indebtedness of the district, and to pay and
21 discharge the principal of the indebtedness within 20 years from the time of
22 contracting the indebtedness.

23 **SECTION 15.** 200.13 (2) of the statutes is amended to read:

24 200.13 (2) TAX LEVY. The commission may levy a tax upon the taxable property
25 in the district as equalized by the department of revenue for state purposes for the

BILL**SECTION 15**

1 purpose of carrying out and performing duties under this subchapter but the amount
2 of any such tax in excess of that required for maintenance and operation and for
3 principal and interest on bonds or promissory notes shall not exceed, in any one year,
4 one mill for each dollar of the district's equalized valuation, as determined under s.
5 70.57. The tax levy may be spread upon the respective ~~real estate and personal~~
6 property tax rolls of the city, village and town areas included in the district taxes, and
7 shall not be included within any limitation on county or municipality taxes. Such
8 moneys when collected shall be paid to the treasurer of such district.

9 **SECTION 16. Initial applicability.**

10 (1) This act first applies to the property tax assessments as of January 1, 2016.

11 **SECTION 17. Effective date.**

12 (1) This act takes effect on January 1, 2016.

13 (END)

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution to set the speed limit for Mill Creek Parkway

RESOLUTION NO. 06-2015

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

WHEREAS, Mill Creek Parkway is a new Village street established via a road construction project in 2014;

WHEREAS, Mill Creek Parkway is defined as a "BLANK" by State Statute which automatically provides for a speed limit of 25 miles per hour; and

WHEREAS, the Village desires to reduce the speed to 15 miles per hour.

NOW, THEREFORE, BE IT RESOLVED the Village Board for the Village of Cross Plains hereby adopts a speed limit of 15 miles per hour (mph) as the reasonable and safe speed limit for Mill Creek Parkway.

BE IT FURTHER RESOLVED that this resolution shall be effective following adoption and proper posting of the new speed limit as required by law.

Dated this 27th day of April, 2015.

Village of Cross Plains:

Attest:

By: _____

J. Patrick Andreoni
Village President

By: _____

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution to install a temporary stop signs at the intersection of Valley Street and Julius Street during the Highway 14 Reconstruction Project

RESOLUTION NO. 07-2015

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

WHEREAS the Village of Cross Plains (Village) and the Wisconsin Department of Transportation (WisDOT) will be reconstructing US Highway 14 (Main Street) within the Village limits (the Project);

WHEREAS the project will require the total closure of US Highway 14 (Main Street) for the duration of the project limiting access to residential properties on and around the project; and

WHEREAS the Village desires to implement temporary traffic control measures where appropriate for additional traffic safety.

NOW, THEREFORE, BE IT RESOLVED that the Village Board for the Village of Cross Plains hereby authorizes the intersection of Valley Street and Julius Street shall be controlled with stop signs in all directions of travel for the duration of the reconstruction of Highway 14 (Main Street).

BE IT FURTHER RESOLVED that the Public Facilities Department is hereby authorized to mark these restrictions as appropriate.

BE IT FURTHER RESOLVED that the Police Department is hereby authorized to enforce violations of these restrictions as appropriate.

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

Dated this 27th day of April, 2015.

Village of Cross Plains:

Attest:

By: _____
J. Patrick Andreoni
Village President

By: _____
Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

Village of Cross Plains

Committee Meeting System

Mandated Boards, Commissions, Committees

1. Village Board (Statute)
2. Board of Review (Statute)
3. EMS District (Intergovern. Agreement)
4. Fire District (Intergovern. Agreement)
5. Library Board (Statute)
6. Plan Commission (Statute)
7. Zoning Board of Appeals (Statute, Code)
8. Police Commission (Statute, Code)

Non-Mandated Committees

1. Finance & Personnel Committee (Malone)
2. Parks and Recreation Committee (Axon)
3. Public Facilities Committee (Gray)
4. Public Safety Committee (Janssen)

****No changes recommended to the formatting of existing mandated boards, commissions, and/or committees unless change is desired and allowed by statute, intergovernmental agreement, or Village code as applicable.****

Non-Mandated Committee Format:

- Membership – 5 Members
 - 2 Trustees – Appointment considered annually in May.
 - 3 Residents – Two year term that begins in May.
 - Chair selected by President (confirmed by Board) and must be Board member.

Committee	Type	Elected Official	Resident	Total
Board of Review	Mandated	7	0	7
EMS District	Mandated	1	0	1
Finance & Personnel	Non-Mandated	2	3	5
Fire District	Mandated	3	0	3
Library Board	Mandated	1	6	7
Parks & Recreation	Non-Mandated	2	3	5
Plan Commission	Mandated	3	4	7
Police Commission	Mandated	0	5	5
Public Facilities	Non-Mandated	2	3	5
Public Safety	Non-Mandated	2	3	5
Village Board	Mandated	7	0	7
Zoning Board of Appeals	Mandated	0	7	7
Total	Mandated	22	22	44
Total	Non-Mandated	8	12	20
Total	All	30	34	64

Elected Officials (i.e. – Village Board) would have to fill 8 additional seats created by the non-mandated Committees under this format. The current average for the board is just over 3 assignments per member, and the additional Committees would increase that over 4. This may require two meetings per week depending on Committee assignments between mandated and non-mandated seats. This would also require an additional 12 people from the Village to fill the remaining seats created by the non-mandated Committees under this format.

- Each Department Head shall be responsible for one Committee as follows:
 - Meeting Scheduling, Agenda Drafting
 - Meeting Notes and Recording
 - Preparing Packet Materials
 - Reporting to Administrator

- Administrative Assistant shall serve as “Secretary” to all Committees
 - Reports to Administrator
 - Trained to distribute packets, draft agendas, and minutes with oversight from Administrator.
 - Does not attend Committee meeting but coordinates responsibilities with Department Head.

- Switching monthly Staff Report to Committee meeting minutes
 - Each agenda will allow the Department Head to give a Staff Report
 - Whatever report is given in the meeting, will then be recorded in the minutes.
 - Chair, Department Head, or Both will have to decide how to make reports to the Board.

- Scheduling
 - All Committee meetings will be held the week of the 2nd Monday of each month.
 - Committee members may elect to meet at a day and time convenient for the group during that week.
 - All recommendations made will be presented to the Village Board in writing (minutes) for the Board’s meeting on the 4th Monday of each month.
 - Committees may not meet each month depending on the availability of agenda items. Committees will be required to meet at least quarterly.

- Agenda Items
 - Board will need to decide if all issues need to be referred to Committees.
 - Each item that requires “action” will be to:
 - Recommend Approval
 - Recommend Denial
 - Recommend Approval with conditions, modifications, or suggestions.
 - All Board decisions are final.
 - Committees will have 30 days to take “action” on an item from the date it first is placed on an agenda. Anything over 30 days will automatically go to the next Board meeting as “no action”.
 - Items receiving unanimous approval at the Committee level shall be placed on the Consent Agenda section of the Village Board.
 - Items not receiving unanimous approval at the Committee level shall be placed on the Committee Discuss section of the Village Board.

Matt Schuenke

From: Renee Bratton
Sent: Wednesday, April 08, 2015 2:29 PM
To: Matt Schuenke; Tom Malone
Subject: FW: Recycling Event

FYI. Matt, do you want me to go ahead and schedule with her for October 3rd? Renee

From: Julie Helmer [mailto:julie@recyclethatstuff.com]
Sent: Wednesday, April 08, 2015 1:14 PM
To: Renee Bratton
Subject: Re: Recycling Event

Hello!

We had another good day.  We had 98 recyclers and collected 9007/lbs. People just keep finding more and more electronics to recycle!

Do you want to schedule the October date?

Thanks!
Julie

On 4/8/2015 12:42 PM, Renee Bratton wrote:

Hi Julie, I was wondering how Saturday went and what the totals were for the electronic drop off.

Renee
Village of Cross Plains

--
Julie Helmer
Chief Marketing Executive
Resource Solutions Corp.
608-244-5451
julie@recyclethatstuff.com



Cross Plains Police Department

April 2, 2015

Village Administrator Matt Schuenke
2417 Brewery Road
Cross Plains, WI 53528

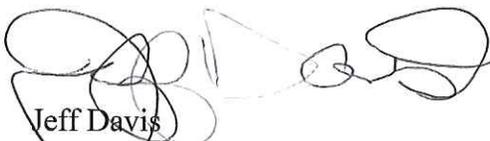
Dear Administrator Schuenke:

I wanted to take a moment to express my sincere appreciation to the Village of Cross Plains for the cooperative support in Advanced Law Enforcement Rapid Response Training (ALERRT) which occurred on March 31st and April 1st, 2015. I heard nothing but compliments about the professionalism and can-do attitude that was displayed throughout this entire two day training course. It is positively reassuring to know law enforcement agencies can support each other and when opportunities arise to also train together in this type of invaluable training.

I also wanted to express my sincere gratitude to Chief Janssen and Administrative Assistant Lisa Davis who were the utmost professionals and supported the concept of this training throughout the entire process. More specifically Chief Janssen was the approving authority and instructor which allowed this training to become a reality. Then, Lisa Davis, who was very diligent during our training absence by fielding phone calls for service and if not able to handle or defer the calls she contacted Dane County Sheriff's Department. Lisa Davis also assisted each day with the coordination of the training site and ensured the training had correct amounts of supplies in which she responded enthusiastically to every request.

Please forward a copy of this thank you letter to Chief Janssen and Lisa Davis and express my gratitude for their professionalism, support, and willingness in supporting this training event.

Sincerely,



Jeff Davis
Lieutenant



DANE COUNTY

Joe Parisi
County Executive

March 20, 2015

Dear Municipal Leader:

Together, we have much to be proud of.

The dozens of communities and neighborhoods that comprise our great county define our character and shared accomplishments.

Businesses, jobs, and people are coming here faster than anywhere else in the state.

56.9% of Wisconsin's private sector job growth between 2003 and 2013 happened in one of our state's 72 counties – right here in Dane County. We added 20,000 new jobs here in that decade – three times more than the next closest county.

Our unemployment rate remains the lowest in the state. 70% of Wisconsin's net population growth between 2008 and 2012 happened here. The state added 28,000 new residents in those years. 20,000 of them were in Dane County alone.

While our accomplishments distinguish us, we need to be cognoscente of our challenges and approach them with a shared willingness to address them.

Such an opportunity exists to confront the effects of poverty in our county.

It's incumbent upon all of us to govern in a way that ensures everyone who decides to call this amazing county 'home' has opportunity -- opportunity to work, thrive, and live. We all have a part to do.

I recently announced a series of efforts that all of us - local governments, non-profits, businesses, the faith community – can take to break down barriers to success.

The goal is simple: reduce the number of kids and families living in poverty in all of our neighborhoods.

As fellow local officials, I respectfully ask you consider joining county government in:

*Reviewing local ordinances to evaluate the penalties for non-violent citations and evaluate their impact on those who live in poverty. Left unpaid by a young person from an impoverished family, these municipal citations escalate in time, becoming barriers to employment. They can prevent young people from getting a driver's license or result in a license suspension. Non-violent, often one-time offenses are unnecessarily setting people back, forcing individuals to play from behind or "catch-up" to their peers. We want to encourage teens to get a job and begin their professional development early on - a path that maximizes opportunity and leads to life long professional and personal successes.

*Modifying current hiring practices to ensure those who make a mistake earlier in life and have since made amends to society, have opportunities to serve their communities. This is commonly referred to as "banning the box" and is intended to prevent employers from discriminating solely based on acts that occurred many years previously. Certainly some positions require more careful screening and background checks, but hiring processes can account for this reality without automatically disqualifying individuals for every position right from the initial application.

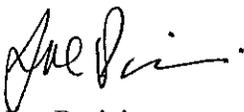
*Voluntarily monitoring law enforcement traffic stop data to assess trends. The Dane County Sheriff's Office and Madison Police Department are both committed to this effort. While the state no longer requires this be done, law enforcement agencies that do this are better able to assess who they're coming into contact with, offering opportunities for improved policing and even safer neighborhoods.

Reducing the prevalence of poverty is a shared challenge that together we can solve through bold leadership.

I invite you to learn more about "Access to Opportunity" at my new website:
opportunity@countyofdane.com

I appreciate your willingness to address this collaboratively and for the work you do for the citizens of Dane County every day.

Sincerely,



Joe Parisi
Dane County Executive

Village of Cross Plains

Unofficial Election Results

April 7, 2015

Total Ballots Cast	514
Total Registered Voters *	2,635
Voter Turnout	19.51%

* 2014 Voting Age Estimate determined by the Wisconsin Demographic Services Center.

Supreme Court	Votes Cast	Percent
Bradley	361	71.63%
Daley	142	28.17%
Write-In	1	0.20%
Total Cast	504	98.05%
Overvotes	0	0.00%
Undervotes	10	1.95%
Total Votes	514	100.00%

Circuit Court Judge - Branch 13	Votes Cast	Percent
Genovese	306	98.71%
Write-In	4	1.29%
Total Cast	310	60.31%
Overvotes	0	0.00%
Undervotes	204	39.69%
Total Votes	514	100.00%

Circuit Court Judge - Branch 2	Votes Cast	Percent
Reynolds	321	98.47%
Write-In	5	1.53%
Total Cast	326	63.42%
Overvotes	0	0.00%
Undervotes	188	36.58%
Total Votes	514	100.00%

Village President	Votes Cast *	Percent
Andreoni	382	98.20%
Write-In	7	1.80%
Total Cast	389	75.68%
Overvotes	0	0.00%
Undervotes	125	24.32%
Total Votes	514	100.00%

Circuit Court Judge - Branch 6	Votes Cast	Percent
Gaylord	318	98.45%
Write-In	5	1.55%
Total Cast	323	62.84%
Overvotes	0	0.00%
Undervotes	191	37.16%
Total Votes	514	100.00%

Village Trustee (Vote for not more than 3)	Votes Cast **	Percent
Blanchard	160	14.47%
Lengfeld	314	28.39%
Zander	299	27.03%
Schunk	324	29.29%
Write-In	9	0.81%
Total Cast	1106	71.73%
Overvotes	0	0.00%
Undervotes	436	28.27%
Total Votes	1542	100.00%

Circuit Court Judge - Branch 10	Votes Cast	Percent
Colas	314	98.13%
Write-In	6	1.88%
Total Cast	320	62.26%
Overvotes	0	0.00%
Undervotes	194	37.74%
Total Votes	514	100.00%

Village of Cross Plains
Unofficial Election Results
 April 7, 2015

School District - Area I	Votes Cast **	Percent
Kalscheur	338	98.83%
Write-In	4	1.17%
Total Cast	342	66.54%
Overvotes	0	0.00%
Undervotes	172	33.46%
Total Votes	514	100.00%

School District - Area II	Votes Cast **	Percent
Hyland	323	98.78%
Write-In	4	1.22%
Total Cast	327	63.62%
Overvotes	0	0.00%
Undervotes	187	36.38%
Total Votes	514	100.00%

School District - Area IV	Votes Cast **	Percent
Yu	142	38.69%
Smith	221	60.22%
Write-In	4	1.09%
Total Cast	367	71.40%
Overvotes	0	0.00%
Undervotes	147	28.60%
Total Votes	514	100.00%

School District - Area V	Votes Cast **	Percent
Eady	103	27.03%
Bauer	273	71.65%
Write-In	5	1.31%
Total Cast	381	74.12%
Overvotes	0	0.00%
Undervotes	133	25.88%
Total Votes	514	100.00%

State Referendum Question: Supreme Court	Votes Cast	Percent
Yes	178	36.18%
No	314	63.82%
Total Cast	492	95.72%
Overvotes	0	0.00%
Undervotes	22	4.28%
Total Votes	514	100.00%