

Village Board

Regular Meeting Notice and Agenda

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

Monday, May 23, 2016
7:00 pm

- I. Call to Order, Roll Call, and Pledge of Allegiance
- II. Public Comment – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. *Please observe the time limit of 3 minutes.* While the Village Board encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.
- III. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.
 1. Minutes of regular meeting held on April 25, 2016.
 2. Total Disbursements from April 18, 2016 through May 18, 2016 in the amount of \$309,139.55 as follows:
 - 110 – General Fund: \$148,363.63
 - 120 – Capital Fund: \$39,881.85
 - 130 – Library Fund: \$10,494.19
 - 140 – Parks/Rec Fund: \$14,423.46
 - 150 – Debt Service Fund: \$0.00
 - 310 – TID Fund: \$0.00
 - 660 – Water Fund: \$27,528.83
 - 670 – Sewer Fund: \$68,447.59
 3. Approval of a Temporary Class “B” License and Special Event Permit for the Memorial Day Chicken Barbeque located at American Legion.
 4. Approval of a contract with Johnson Inspection LLC to provide building inspection services.
- IV. Report of Village Officers
 1. Village President
 2. Village Administrator/Clerk-Treasurer
 3. Miscellaneous Trustee Reports
- V. General Business
 1. Discussion and action regarding a Development Agreement with VH Cross Plains LLC to develop Glacier Ridge Subdivision located at 2504 Military Road (Buechner Farm) as a residential subdivision.
 2. Discussion and action regarding a Memorandum of Understanding with Middleton-Cross Plains School District to construct certain pedestrian improvements adjacent to Glacier Ridge Subdivision located at 2504 Military Road (Buechner Farm).

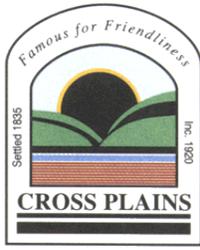
3. Discussion and action regarding an initial Resolution #06-2016 authorizing General Obligation Bonds in an amount not to exceed \$890,000 for Street Improvement projects.
4. Discussion and action regarding an initial Resolution #07-2016 authorizing General Obligation Bonds in an amount not to exceed \$620,000 for parks and public grounds projects.
5. Discussion and action regarding an initial Resolution #08-2016 authorizing General Obligation Bonds in an amount not to exceed \$145,000 for Sewerage projects.
6. Discussion and action regarding an initial Resolution #09-2016 authorizing General Obligation Bonds in an amount not to exceed \$130,000 for Water System projects.
7. Discussion and action regarding a Resolution #10-2016 providing for the sale of \$1,785,000 General Obligation Corporate Purpose Bonds.
8. Discussion and action to establish the position of Parks Maintenance and commence recruitment.
9. Discussion and action to revise the job description for the position of Village Administrator/Clerk-Treasurer.

VI. Committee/Commission Recommendations

1. Police Commission
 - a. Discussion and action to confirm the appointment of the Lieutenant/Detective as approved.
2. Public Safety
 - a. Discussion and action regarding the Committee and Police Department Response to the President's Task Force on 21st Century Policing.
3. Plan Commission
 - a. Discussion and action regarding a proposed easement at 1501 Bourbon Road with the Cross Plains-Berry Fire District allowing for the expansion of the Zander Park Trail.

VII. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or 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: Village Board of Trustees
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: May 20, 2016
Re: **Village Board Meeting – May 23, 2016**

III. Consent Agenda

1. Minutes of the regular meeting held April 25, 2016 – Recommended for approval.

2. Total Disbursements from April 18, 2016 through May 18, 2016 in the amount of \$309,139.55 broken down as follows – Recommended for approval.

- 110 – General Fund: \$148,363.63
- 120 – Capital Fund: \$39,881.85
- 130 – Library Fund: \$10,494.19
- 140 – Parks/Rec Fund: \$14,423.46
- 150 – Debt Service Fund: \$0.00
- 310 – TID Fund: \$0.00
- 660 – Water Fund: \$27,528.83
- 670 – Sewer Fund: \$68,447.59

3. Approval of a Temporary Class “B” License and Special Event Permit for the Memorial Day Chicken Barbeque located at American Legion – For approval.

4. Approval of a contract with Johnson Inspection LLC to provide building inspection services – The Building Inspector responsibilities have been contracted out to Tracy Johnson since 2012 when the former provider of this service discontinued their business. Since that time the Village has been charged \$50 per hour plus mileage. Permitting administration was brought back to the Village Hall helping to maintain better records and keep more of the fees collected. The Inspector is requesting an increase to \$55 per hour from his previous rate via a new contract included within your packet. All other terms remain constant. Recommended for approval.

V. General Business

1. Discussion and action regarding a Development Agreement with VH Cross Plains LLC to develop Glacier Ridge Subdivision located at 2504 Military Road (Buechner Farm) as a residential subdivision – The Village has been working with the Developer for most of the year now on the development of the Buechner Farm as a residential subdivision. The final step in this process for the Village Board is the adopted of a Development Agreement to formerly collect all approvals granted to date and authorize it to move forward. Included within your packet is a memorandum reviewing the Development Agreement as proposed highlighting some of the key remaining issues. Following review of this information, Staff recommends approval of the Development Agreement as presented.

2. Discussion and action regarding a Memorandum of Understanding with Middleton-Cross Plains School District to construct certain pedestrian improvements adjacent to Glacier Ridge Subdivision located at 2504 Military Road (Buechner Farm) – Glacier Creek Middle School is located immediately north of this Development and it is necessary for some grading work to take place on their property in order to improve the flow of stormwater through the corridor. Additionally, some ROW is needed where Military Road is to be extended in order to provide a better radius for the new road to be constructed. The Village approved the necessary documents to allow for these actions in March and now the School District is poised to do the same in May. However, the District has asked for improved pedestrian crossings in and around the Development to provide safer crossings for their students. A plan was crafted in three locations to accomplish these objects with the Village, School, and Developer all paying various portions of these expenses. The final action needed by the Village to memorialize these agreements is the adoption of the MOU included in your packet. Village Staff recommends approval of the MOU as presented.

3. Discussion and action regarding an initial Resolution #06-2016 authorizing General Obligation Bonds in an amount not to exceed \$890,000 for Street Improvement projects – The first step in the bonding process for the 2016 borrowing is the adoption of several resolutions based on the type of improvement desired and amount. This authorizes the advertisement of bonds and then next month will allow for the Board to approve for the sale of these bonds in order to receive money to fund capital needs. Jim Mann from Ehlers included a pre-sale report and will be present to introduce the process. The main expense for this resolution is to fund the Village’s share of the extension of Military Road as “B” Parkway within the Glacier Ridge Subdivision plus some funds for annual street maintenance. Staff recommends approval of this resolution.

4. Discussion and action regarding an initial Resolution #07-2016 authorizing General Obligation Bonds in an amount not to exceed \$620,000 for parks and public grounds projects – A majority of these funds will go towards the purchase of Lot #1 within the Glacier Ridge Subdivision for future public development. Additional money is provided to pay for design services related to the Zander Park Trail Expansion design services and acquisition needs. Staff recommends approval of this resolution.

5. Discussion and action regarding an initial Resolution #08-2016 authorizing General Obligation Bonds in an amount not to exceed \$145,000 for Sewerage projects – This money will be used to pay for the new sewer main associated with the construction of “B” Parkway within the Glacier Ridge Subdivision. Staff recommends approval of this resolution.

6. Discussion and action regarding an initial Resolution #09-2016 authorizing General Obligation Bonds in an amount not to exceed \$130,000 for Water System projects – This money will be used to pay for the new water main associated with the construction of “B” Parkway within the Glacier Ridge Subdivision. Staff recommends approval of this resolution.

7. Discussion and action regarding a Resolution #10-2016 providing for the sale of \$1,785,000 General Obligation Corporate Purpose Bonds – With all of the various uses and amounts established within the previous resolution, a final resolution is needed to collect the borrowing into one bond to be advertised for sale and then approved next month by the board. The bond will be for a 20 year period in order to spread the principal and interest payments over a longer period of time helping to limit the annual impact to the tax levy. Staff recommends approval of this resolution.

8. Discussion and action to establish the position of Parks Maintenance and commence recruitment – Norm Esser will transition to a part-time role within the Public Facilities Department which frees up an Full Time Equivalent (FTE) position. Staff is recommending this position be created as a Parks Maintenance position and reduce the number of Public Facilities II positions from 4 to 3 FTE. The job description is setup to dedicate an individual to this role versus the current shared responsibilities that are currently in place. The Department Heads can use all of the positions at their discretion as is currently the practice in order to accomplish these tasks. Dedicating a position to the park responsibilities is desired to bring some uniformity to the essential job functions for Park responsibilities. Village Staff recommends the job description be approved and the advertisement for the position commence.

9. Discussion and action to revise the job description for the position of Village Administrator/Clerk-Treasurer – The recruitment for the new Finance Director/Village Treasurer is complete and the individual began employment on May 16, 2016. The revised job description included in your packet for consideration removes the Treasurer responsibilities from the Administrator position as intended with the transition to this new position. Some of the tasks as written were kept and incorporated into the Administrator duties as it is best practice to continue with these job functions. Staff recommends approval.

V. Committee/Commission Recommendations

1. Police Commission

a. Discussion and action to confirm the appointment of the Lieutenant/Detective as approved – The Police Department has been working on the recruitment of a new Lieutenant/Detective to fill the retirement of Jeff Davis since the first part of this year. The Police Chief is poised to appoint Kim Ready of Cuba City to this position which requires approval by the Police Commission. The Commission is set to meet on Monday and 6:30 pm to take action on the appointment which the Village Board can then confirm the terms of the employment in its meeting beginning at 7:00 pm. Staff recommends the Village Board confirm the approval by the Police Commission made on the appointment by the Police Chief should action be taken in this manner.

2. Public Safety

a. Discussion and action regarding the Committee and Police Department Response to the President's Task Force on 21st Century Policing – The Police Chief has been working actively with the Public Safety Committee to complete our response to the President's Task Force on 21st Century Policing for the last several months. Both entities are now ready to present their findings to the Village Board. Should the Board find this information agreeable, the appropriate action would be to accept their report.

3. Plan Commission

a. Discussion and action regarding a proposed easement at 1501 Bourbon Road with the Cross Plains-Berry Fire District allowing for the expansion of the Zander Park Trail – The proposed easement included in your packets will allow a connection from the new trail to Bourbon Road aligned with Continental Lane. This will help provide access for the Glacial Valley Subdivision and nearby multi-family dwellings. The Fire District reviewed this document at its meeting on May 17th and took action to approve as presented at no cost to the Village. Staff recommends approval of this easement presented.

Village Board

Regular Meeting Minutes

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

Monday, April 25, 2016
7:00 pm

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

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

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

Not Present: Trustee Steve Schunk and Lee Sorensen.

Also Present: Dan Day, Brian Munson, Junior Jopp, Annette Jopp, and Jacob Sivertson.

II. Public Comment – None.

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

1. Minutes of regular meeting held on March 28, 2016.
2. Total Disbursements from March 10, 2016 through April 20, 2016 in the amount of \$2,014,614.54 as follows:
 - 110 – General Fund: \$532,714.31
 - 120 – Capital Fund: \$122,752.39
 - 130 – Library Fund: \$20,170.43
 - 140 – Parks/Rec Fund: \$20,921.73
 - 150 – Debt Service Fund: \$677,309.46
 - 310 – TID Fund: \$1,742.50
 - 660 – Water Fund: \$90,661.73
 - 670 – Sewer Fund: \$548,342.38
3. Approval of an Operator's (Bartender's) License for Emily L. Cash.
4. Approval of a Temporary Class "B" License and Special Event Permit for the Cross Plains World's Fair located at Baer Park.
5. Approval of Invoices L42849 from the Department of Transportation for work related to the reconstruction of Highway 14 (Main Street).
6. Approval of Resolution #05-2016 to seek grant funds from the Knowles-Nelson Stewardship program to assist in Zander Park Trail Expansion project.
7. Approve chicken license for Barbara Knox & Eve Schlotthauer located 1905 Cross St.
8. Approval of a letter of support of a TIGER Grant for the Wisconsin Southern Freight Rail Service Improvement Project.

9. Approval of the 2016 Pool Employee Manual with the addition of a policy for private swimming lessons as recommended by Parks/Recreation Committee.

10. Approval of a Facility Use Agreement for the Swimming Pool between the Village & Cross Plains Stingrays Swim Team as recommended by Parks/Recreation Committee.

IV. Report of Village Officers

1. Village President

a. Discussion and action regarding 2016 Board, Commissions, and Committee Appointments – The Village President made the following appointments (term limit in parenthesis):

- Cross Plains Area Chamber of Commerce Board – Reappoint Trustee Sorensen (2017).
- Cross Plains Area EMS District Board – Reappoint Trustee Lengfeld (2017).
- Cross Plains-Berry Fire District Board – Reappoint Trustee Brosius (2017), Trustee Lengfeld (2017), and President Andreoni (2017).
- Library Board – Reappoint Trustee Schunk (2017).
- Plan Commission – Reappoint President Andreoni (2017), Trustee Ketelboeter (2017), and Trustee Zander (2017).

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

2. Village Administrator/Clerk-Treasurer

a. Discussion and action to set the 2016 Open Book and Board of Review Dates/Times – Follow discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Zander, and unanimously carried by the Village Board to set the 2016 Open Book for May 16th from 12-2 pm and 2016 Board of Review from 5-7 pm.

3. Miscellaneous Trustee Reports

- Trustee Brosius stated the Parks/Recreation Committee is still working on the addition of a dog park. The Parks/Recreation Director provided an update on the Community Gardens. Trustee Brosius also reminded the board regarding the ending of the trial period for the Committee Meeting System.

V. Committee/Commission Recommendations

1. Plan Commission

a. Discussion and action regarding the Final Plat for Glacier Ridge Subdivision – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Brosius, to conditionally approve the Final Plat for Glacier Ridge Subdivision subject to the following variances and waivers:

- Waiver of the requirement to display the house number assigned to each lot on the face of the plat listed in Section 83.46(g) stating the house

numbers will be assigned through a separate Addressing Plan to be approved by the Village.

- Variance from the minimum lot area size and building line width as listed in Sub-Section 83.83(c) stating that land use regulations will be controlled by Chapter 84 (Zoning Code) of the Village Code of Ordinances.

A roll call vote was requested. Yes – Andreoni, Brosius, Ketelboeter, Lengfeld, and Zander. No – None. Motion carried 5 – 0.

2. Parks/Recreation Committee

a. Discussion and action regarding the purchase of a new truck – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Brosius, and unanimously carried by the Village Board to approve the purchase of a new truck for the Parks/Recreation Department from Kalscheur Dodge/Chrysler in Cross Plains for the amount of \$32,500 to be paid out of the 2016 Capital Budget.

b. Discussion and action regarding Ordinance #05-2016 to repeal and recreate Chapter 85 (Floodplain Zoning) with new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) panel numbers effective as of June 16, 2016 – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Lengfeld, and unanimously carried by the Village Board to approve Ordinance #05-2016 to repeal and recreate Chapter 85 (Floodplain Zoning) with new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) panel numbers effective as of June 16, 2016.

VI. General Business

Trustee Zander left the table at 7:36 pm.

1. Discussion and action regarding the revocation of an approved Conditional Use Permit for Incredible Cars LLC as a Vehicle Sales use located at 2563 Main Street – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Lengfeld, and unanimously carried by the Village Board that Incredible Cars LLC may continue to operate as a Vehicle Sales land use through their approved Conditional Use Permit located at 2563 Main Street provided that they meet exterior lighting requirements within 3 months and will remain in full compliance of the Village Code and Permit as approved June 22, 2015 for a period of 6 months before bringing forth plans for expansion.

Trustee Zander returned to the table at 8:03 pm.

2. Discussion regarding the 2016 Borrowing Plan for Capital Projects – No action was taken on this item. Direction was provided to Village Staff and an introductory resolution will be brought forth at the May 23rd Village Board meeting.

VII. Closed Session

1. A motion was made by Trustee Ketelboeter, seconded by Trustee Zander, for the Village Board to meet in Closed Session at 8:23 pm pursuant to 19.85(1)(c) of Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding the recommended candidate for the Finance Director/Village Treasurer position – A roll call vote is required. Yes – Andreoni, Brosius, Ketelboeter, Lengfeld, and Zander. No – None. Motion carried 5 – 0.

2. Reconvene into Open Session – A motion was made by Trustee Brosius, seconded by Trustee Zander, and carried unanimously by the Village Board to return to Open Session at 8:44 pm.

3. Discussion and action regarding the recommended candidate for the Finance Director/Village Treasurer position – A motion was made by Trustee Zander, seconded by Trustee Brosius, and unanimously carried by the Village Board to confirm the appointment of Bobbi Zauner to the position of Finance Director/Village Treasurer.

VIII. Adjournment

A motion was made by Trustee Brosius, seconded by Trustee Lengfeld, and unanimously carried by the Village Board to adjourn the meeting at 8:45 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

5/04/2016 3:11 PM

Check Register - Full Report - ALL

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ALL Checks
ALL FUNDS

ACCT

Dated From: 4/18/2016 From Account:
Thru: 5/04/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
41026	4/18/2016	Postmaster	
Postage		Manual Check	
660-00-51400-921-000		OPERATION - EXPENSE	296.02
670-00-53610-201-000		POSTAGE	296.02
		Total	592.04
41026	4/18/2016	Postmaster	
VOID Check		Manual Check	
660-00-51400-921-000		OPERATION - EXPENSE	-296.02
670-00-53610-201-000		POSTAGE	-296.02
		Total	-592.04
41060	4/20/2016	News Publishing Company	
VOID - Double Payment		Manual Check	
130-00-55110-206-000		PRINTING	-58.00
		Total	-58.00
41080	4/22/2016	State Bank of Cross Plains1	
Supplies		Manual Check	
130-00-51600-304-000		SUPPLIES	59.88
		Total	59.88
41081	4/22/2016	State Bank of Cross Plains1	
Programs, Supplies, Postage		Manual Check	
130-00-55110-306-000		PROGRAMS	38.98
130-00-55110-304-105		SUPPLIES - GENERAL	238.03
130-00-55110-201-000		POSTAGE	3.07
		Total	280.08
41082	4/22/2016	CHARTER COMMUNICATIONS	
Internet Service		Manual Check	
110-00-53300-203-000		UTILITIES	181.19

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ALL FUNDS

Dated From: 4/18/2016 From Account:
Thru: 5/04/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			181.19
41083	4/29/2016	State of Wis.-Court Fines & Surcharges Court Fines & Assessments	Manual Check
110-00-45110-000-000		COURT PENALTIES & COSTS	431.40
Total			431.40
41084	4/29/2016	DANE COUNTY TREASURER Court Fines & Assessments	Manual Check
110-00-45110-000-000		COURT PENALTIES & COSTS	140.00
Total			140.00
41085	5/02/2016	CHARTER COMMUNICATIONS Internet Service	Manual Check
110-00-53300-203-000		UTILITIES	181.19
Total			181.19
41093	5/03/2016	VISA Supplies	Manual Check
110-00-53300-304-101		SUPPLIES - GENERAL	76.76
670-00-53610-305-000		GENERAL MAINTENANCE	253.62
Total			330.38
41094	5/04/2016	WEAVER AUTO PARTS Oil Drip,Oil Filter	
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #06IN010742	17.45
Total			17.45
41095	5/04/2016	FIRST SUPPLY MADISON Sump Pump, Supplies & Parts	
660-00-53700-673-000		MAINTENANCE OF MAINS Invoice #7916842-00	553.25
670-00-57410-805-103		INFRASTRUCTURE - HWY 14 Invoice #8333728-00	371.02

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ACCT

ALL FUNDS

Dated From: 4/18/2016

From Account:

Thru: 5/04/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
670-00-57410-805-103 Invoice #8386378-00		INFRASTRUCTURE - HWY 14	350.29
670-00-57410-805-103 Invoice #8455180-00		INFRASTRUCTURE - HWY 14	-77.12
670-00-57410-805-103 Invoice #8333728-01		INFRASTRUCTURE - HWY 14	46.85
670-00-57410-805-103 Invoice #8451300-00		INFRASTRUCTURE - HWY 14	108.80
670-00-57410-805-103 Invoice #8455403-00		INFRASTRUCTURE - HWY 14	397.71
Total			1,750.80
<hr/>			
41096	5/04/2016	UNITED LABORATORIES Fog-Away Pretreat for WW	
670-00-53610-307-000 Invoice #INV152203		SYSTEM MAINTENANCE	3,416.36
Total			3,416.36
<hr/>			
41097	5/04/2016	Cengage Learning Books	
130-00-55110-304-101 Invoice #57896903		SUPPLIES - BOOKS	8.99
130-00-55110-304-101 Invoice #57958095		SUPPLIES - BOOKS	5.99
Total			14.98
<hr/>			
41098	5/04/2016	Katy Schuettler Touched by Anita Hemmingway	
130-00-55110-304-101		SUPPLIES - BOOKS	13.99
Total			13.99
<hr/>			
41099	5/04/2016	Southwest Wisconsin Technical College Training, Invoice #0013291	
110-00-52100-205-000		MEETINGS	30.18
Total			30.18
<hr/>			
41100	5/04/2016	Associated Appraisal Consultants Inc. Assessor Services	

5/04/2016

3:11 PM

Check Register - Full Report - ALL

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ALL Checks

ACCT

ALL FUNDS

Dated From: 4/18/2016

From Account:

Thru: 5/04/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
110-00-51530-207-000		SUPPORT SERVICES	761.97
		Invoice #121158	
		Total	761.97
41101	5/04/2016	PRESTO PRINTS	
		Checks, Invoice #67222	
110-00-51410-304-000		SUPPLIES	424.59
		Total	424.59
41102	5/04/2016	Baycom Inc.	
		Squad Equipment	
120-00-57210-801-000		VEHICLE	437.00
		Invoice #EQUIPINV_002385	
		Total	437.00
41103	5/04/2016	DEW SIGNS & ENGRAVING	
		Install Graphics on New Squad	
120-00-57210-801-000		VEHICLE	490.00
		Invoice #12540	
		Total	490.00
41104	5/04/2016	US CELLULAR	
		Cellular Phone Service	
110-00-52100-202-000		COMMUNICATION	67.50
		Total	67.50
41105	5/04/2016	AMAZON	
		Supplies	
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL	760.06
		Account #60457 8781 010216 6	
130-00-55110-304-105		SUPPLIES - GENERAL	319.12
		Total	1,079.18
41106	5/04/2016	Capital Area RPC	
		Review of USA Amendment Proposal #1601	
110-00-56400-207-101		SUPPORT SERVICES - GENERAL	3,997.50
		Invoice #98	

5/04/2016

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ALL Checks

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ALL FUNDS

Dated From: 4/18/2016

From Account:

Thru: 5/04/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			3,997.50
41107	5/04/2016	BAKER & TAYLOR, INC.	
Books			
130-00-55110-304-101		SUPPLIES - BOOKS	198.75
Invoice #2031903670			
130-00-55110-304-101		SUPPLIES - BOOKS	389.00
Invoice #2031931351			
Total			587.75
41108	5/04/2016	Junior Library Guild	
Books			
130-00-55110-304-101		SUPPLIES - BOOKS	168.75
Invoice #315393			
Total			168.75
41109	5/04/2016	Ingram Library Services	
Books			
130-00-55110-304-101		SUPPLIES - BOOKS	33.51
Invoice #92684283			
130-00-55110-304-101		SUPPLIES - BOOKS	56.60
Invoice #92716142			
130-00-55110-304-101		SUPPLIES - BOOKS	50.68
Invoice #92771362			
Total			140.79
41110	5/04/2016	MIDWEST TAPE	
Audiovisual			
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL	41.99
Invoice #93868212			
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL	110.21
Invoice #93882989			
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL	39.99
Invoice #93900890			
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL	20.99
Invoice #93900893			
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL	40.94
Invoice #93900892			
Total			254.12

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ALL FUNDS

Dated From: 4/18/2016

From Account:

Thru: 5/04/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
41111	5/04/2016	Matt Schuenke Mileage Reimbursement-March & April	
110-00-51410-205-000		MEETINGS	16.20
110-00-51440-205-000		MEETINGS	10.80
110-00-51410-205-000		MEETINGS	70.20
		Total	97.20
41112	5/04/2016	Judy Arawinko Workshop	
130-00-55110-306-000		PROGRAMS	156.00
		Total	156.00
41113	5/04/2016	Cherly Sakowski Pepper League Canceled	
140-00-46725-000-000		RECREATION	50.00
		Total	50.00
41114	5/04/2016	CoLibri Systems North Americal, Inc. Book Covering Machine, Invoice #10978	
130-00-55110-301-000		EQUIPMENT	389.50
130-00-55110-304-105		SUPPLIES - GENERAL	389.50
		Total	779.00
41115	5/04/2016	Red Flint Sand & Gravel, LLC Rock, Invoice #INV106399	
140-00-55420-305-000		MAINTENANCE	875.70
		Total	875.70
41116	5/04/2016	SAUK PLAINS PLUMBING & PUMPS INC. Repair Copper Pipe at Shelter	
140-00-55200-305-000		MAINTENANCE	401.43
		Invoice #15559	
		Total	401.43

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41117	5/04/2016	CROSS PLAINS WATER-SEWER UTILITY Water-Sewer Bills	
110-00-53300-203-000		UTILITIES	638.32
140-00-55200-203-000		UTILITIES	555.61
140-00-55420-203-000		UTILITIES	547.50
110-00-51600-203-000		UTILITIES	120.75
110-00-51600-203-000		UTILITIES	155.68
110-00-51600-203-000		UTILITIES	157.13
130-00-51600-203-000		UTILITIES	467.03
110-00-52100-203-000		UTILITIES	78.56
670-00-51600-203-000		UTILITIES	3,848.30
Total			6,568.88
41118	5/04/2016	DANE-IOWA WASTEWATER Operation & Main.,USGS Creek Testing	
670-00-53610-207-000		SUPPORT SERVICES Invoice #2545	313.50
670-00-53630-207-000		SUPPORT SERVICES Invoice #2542	18,800.86
Total			19,114.36
41119	5/04/2016	Mautz Pest Solutions, LLC Pest Control	
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #1181	627.00
670-00-53610-305-000		GENERAL MAINTENANCE Invoice #1182	627.00
Total			1,254.00
41120	5/04/2016	Gray's, Inc. Ice Blade Saver, Invoice #33310	
110-00-53300-305-101		MAINTENANCE - VEHICLE	414.00

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Check Nbr	Check Date	Payee	Amount
<hr/>			
Total			414.00
<hr/>			
41121	5/04/2016	Midwest Trailer Sales Mud Flap, Invoice #1078850-00	
670-00-53610-305-000		GENERAL MAINTENANCE	30.00
Total			30.00
<hr/>			
41122	5/04/2016	NORTHLAND DOOR SYSTEMS, INC. Mini Warehouse Spring	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE Invoice #109057	305.95
Total			305.95
<hr/>			
41123	5/04/2016	ZEP MANUFACTURING CO. Detergent, Zep Preserve	
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #9002080402	363.47
Total			363.47
<hr/>			
41124	5/04/2016	CRACKFILLING SERVICE, CORP. CFS Sealant on Village Streets	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE	12,450.00
Total			12,450.00
<hr/>			
41125	5/04/2016	Power Burow Products Street Sweeper Cylinders, Invoice #2563	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT	683.12
Total			683.12
<hr/>			
41126	5/04/2016	PITNEY BOWES Postage, Ink Cartridges	
110-00-51410-201-000		POSTAGE Account #8000-9090-0961-9870	573.85
Total			573.85
<hr/>			
41127	5/04/2016	Schwaab, Inc. Stamp Supplies, Invoice #A045747	

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110-00-51410-304-000		SUPPLIES	163.75
		Total	163.75
41128	5/04/2016	Complete Office of Wisconsin Office Supplies, Invoice #563857	
110-00-51410-304-000		SUPPLIES	31.72
		Total	31.72
41129	5/04/2016	AMERICAN LEGION POST #245 2 Flags for Flag Program	
110-00-51100-204-000		DUES & SUBSCRIPTIONS	50.00
		Total	50.00
41130	5/04/2016	WISCONSIN PROFESSIONAL POLICE ASSOCIATION Union Dues, #55	
110-00-21350-000-000		UNION DUES - POLICE	124.50
		Total	124.50
41131	5/04/2016	Display Sales Company Custom Banner, Invoice #INV-006220	
110-00-51410-399-000		MISCELLANEOUS	333.00
		Total	333.00
41132	5/04/2016	CHARTER COMMUNICATIONS Internet Service	
110-00-51600-202-000		COMMUNICATION Account #8245 11 686 0018482	146.96
		Total	146.96
41133	5/04/2016	Johnson Inspection LLC Building Inspections	
110-00-52400-207-000		SUPPORT SERVICES Invoice #559	856.88
		Total	856.88
41134	5/04/2016	Immaculate Cleaning, Inc. Cleaning Services, Invoice #5401	

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110-00-51600-207-000		SUPPORT SERVICES	275.00
		Total	275.00
41135	5/04/2016	T.E. BRENNAN COMPANY Annual Retainer, Account #21772.00	
110-00-51540-209-000		INSURANCE	2,401.12
660-00-51400-924-000		PROPERTY INSURANCE	554.11
670-00-53610-209-000		INSURANCE	738.81
		Total	3,694.04
41136	5/04/2016	Rachel Marx Rec. Instructor	
140-00-55300-207-000		SUPPORT SERVICES	180.00
		Total	180.00
41137	5/04/2016	Terri Z. Buechner Yoga Instructor	
140-00-55300-207-000		SUPPORT SERVICES	200.00
		Total	200.00
41138	5/04/2016	Jen Feltz Yoga Instructor	
140-00-55300-207-000		SUPPORT SERVICES	80.00
		Total	80.00
41139	5/04/2016	Jillian Jacklin Yoga Instructor	
140-00-55300-207-000		SUPPORT SERVICES	40.00
		Total	40.00
41140	5/04/2016	Whitney Nonn Rec. Instructor	
140-00-55300-207-000		SUPPORT SERVICES	150.00

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Check Nbr	Check Date	Payee	Amount
Total			150.00
41141	5/04/2016	Carrico Aquatic Resources, Inc. Summer Water Management Agreement	
140-00-55420-304-000		SUPPLIES Invoice #20161196	1,460.81
Total			1,460.81
41142	5/04/2016	CHARTER COMMUNICATIONS Interenet Service	
110-00-52100-202-000		COMMUNICATION	144.99
Total			144.99
41143	5/04/2016	CROSS PLAINS MOTORS, INC. Vehicle Repair	
110-00-53300-305-101		MAINTENANCE - VEHICLE Invoice #53211 & 53232	1,306.75
Total			1,306.75
41144	5/04/2016	BOEHNEN, INC. Connet Sewer Lateral & Drain Tile	
670-00-57410-805-103		INFRASTRUCTURE - HWY 14 Invoice #23415	1,336.50
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE Invoice #23352	3,149.56
Total			4,486.06
41145	5/04/2016	Mulcahy/Shaw Water, Inc. Plug, Invoice #319907	
660-00-53700-614-200		MAINTENANCE - EXPENSE	337.54
Total			337.54
41146	5/04/2016	MCCROMETER, INC. Meter Heads, Invoice #475949 RI	
660-00-53700-676-000		MAINTENANCE OF METERS	6,474.29
Total			6,474.29

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41147	5/04/2016	NORTH CENTRAL LABORATORIES Chemicals, Invoice #371816	
670-00-53610-304-000		SUPPLIES	410.93
Total			410.93
41148	5/04/2016	L.W. ALLEN, LLC Batteries, Invoice #100826	
660-00-53700-614-200		MAINTENANCE - EXPENSE	252.64
Total			252.64
41149	5/04/2016	Compass Minerals Bulk Highway Coarse	
110-00-53300-304-102		SUPPLIES - SNOW/ICE CONTROL Invoice #71481322	3,354.25
Total			3,354.25
41150	5/04/2016	Friends of the CCBC Books	
130-00-55110-304-101		SUPPLIES - BOOKS	434.00
Total			434.00
41151	5/04/2016	TERRY'S PIGGLY WIGGLY Programs, Account #455	
130-00-55110-306-000		PROGRAMS	62.33
Total			62.33
DEF 8.16	4/22/2016	WISCONSIN DEFERRED COMPENSATION Deferred Compensation	
110-00-21349-000-000		WI DEFERRED COMP	275.00
Total			275.00
FICA 8.16	4/22/2016	ELECTRONIC FEDERAL TAX DEPOSIT Federal & FICA Taxes	
110-00-21331-000-000		FICA TAXES PAYABLE	3,296.07
110-00-21331-000-000		FICA TAXES PAYABLE	2,641.16

Manual Check

Manual Check

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Check Nbr	Check Date	Payee	Amount
110-00-21331-000-000		FICA TAXES PAYABLE	2,541.16
		Total	8,478.39
ICMA 8.16	4/22/2016	ICMA Retirement	
		ICMA 457K Deferred Plan	Manual Check
110-00-21349-001-000		ICMA 457K	130.78
110-00-51430-173-000		RETIREMENT	65.39
		Total	196.17
STATE 8.16	4/22/2016	STATE OF WI - ELECTRONIC FUND	
		State Withholding	Manual Check
110-00-21312-000-000		STATE WITHHOLD TAX PAY	1,600.04
		Total	1,600.04
RETIRE 3.16	4/30/2016	WISCONSIN RETIREMENT SYSTEM	
		March Retirement	Manual Check
110-00-21321-000-000		EMPLOYEE RETIREMENT PAY	7,283.96
110-00-21321-000-000		EMPLOYEE RETIREMENT PAY	2,402.64
		Total	9,686.60
		Grand Total	104,602.63

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Total Expenditure from Fund # 110 - GENERAL FUND	55,549.44
Total Expenditure from Fund # 120 - CAPITAL PROJECT FUND	927.00
Total Expenditure from Fund # 130 - LIBRARY FUND	4,439.88
Total Expenditure from Fund # 140 - PARKS/RECREATION FUND	4,541.05
Total Expenditure from Fund # 660 - WATER	8,171.83
Total Expenditure from Fund # 670 - SEWER	30,973.43
Total Expenditure from all Funds	104,602.63

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Check Nbr	Check Date	Payee	Amount
41111	5/04/2016	Matt Schuenke	
		VOID Check	
			Manual Check
110-00-51410-205-000		MEETINGS	-16.20
110-00-51440-205-000		MEETINGS	-10.80
110-00-51410-205-000		MEETINGS	-70.20
		Total	-97.20
41152	5/04/2016	Cecelia Phillips	
		Room Rental Refund	
			Manual Check
130-00-55110-399-000		MISCELLANEOUS	50.00
		Total	50.00
41153	5/05/2016	DANE COUNTY SHERIFF'S OFFICE	
		Warrant Fee, See Receipt #21783	
			Manual Check
110-00-26111-000-000		MISCELLANEOUS COLLECTIONS	40.00
		Total	40.00
41154	5/09/2016	D.C.C.V.A.	
		Annual Meeting & Dinner	
			Manual Check
110-00-51100-205-000		MEETINGS	30.00
		Total	30.00
41155	5/10/2016	Matt Schuenke	
		Mileage Reimbursement	
			Manual Check
110-00-51410-205-000		MEETINGS	86.40
110-00-51440-205-000		MEETINGS	10.80
		Total	97.20
41156	5/10/2016	THE MINNESOTA LIFE INSURANCE	
		June Life Insurance	
			Manual Check
110-00-21345-000-000		EMPLOYEE ADDITIONAL LIFE	193.17
110-00-21346-000-000		EMPLOYEE SUPPLEMENTAL LIF	68.95

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110-00-21347-000-000		EMPLOYEE SPOUSE/DEP.LIFE	17.50
110-00-51430-176-000		LIFE INSURANCE	11.68
110-00-52100-176-000		LIFE INSURANCE	31.43
110-00-53300-176-000		LIFE INSURANCE	52.83
140-00-51430-176-000		LIFE INSURANCE	5.45
130-00-51430-176-000		LIFE INSURANCE	64.46
660-00-51400-926-000		EMPLOYEE BENEFITS	17.52
670-00-53610-176-000		LIFE INSURANCE	25.87
Total			488.86

41165 5/18/2016 Life Foundation
Partnership Program

Manual Check

140-00-55300-306-102		PROGRAMS - LIFE FOUNDATION	3,337.09
Total			3,337.09

41166 5/18/2016 KWIK TRIP INC.
Gas for Vehicles, Account #3000665

110-00-53300-303-000		FUEL	256.66
110-00-52100-303-000		FUEL	471.04
660-00-53700-673-000		MAINTENANCE OF MAINS	91.60
670-00-53610-303-000		FUEL	91.60
Total			910.90

41167 5/18/2016 State Bank of Cross Plains1
Rec. Supplies

140-00-55200-305-000		MAINTENANCE	218.43
140-00-55300-306-101		PROGRAMS	386.24

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110-00-51600-302-000		TECHNOLOGY	300.00
Total			904.67
<hr/>			
41168	5/18/2016	State Bank of Cross Plains1 Meeting Expenses, Supplies	
110-00-51410-204-000		DUES & SUBSCRIPTIONS	6.95
110-00-51410-205-000		MEETINGS	256.85
110-00-51410-207-000		SUPPORT SERVICES	22.85
Total			286.65
<hr/>			
41169	5/18/2016	State Bank of Cross Plains1 Supplies	
110-00-53300-304-101		SUPPLIES - GENERAL	574.30
Total			574.30
<hr/>			
41170	5/18/2016	State Bank of Cross Plains1 Training, Notary Public	
110-00-52100-205-000		MEETINGS	238.72
110-00-52100-204-000		DUES & SUBSCRIPTIONS	20.00
Total			258.72
<hr/>			
41171	5/18/2016	State Bank of Cross Plains1 Training Expenses, Equipment	
110-00-52100-205-000		MEETINGS	201.46
110-00-52100-301-000		EQUIPMENT	33.19
Total			234.65
<hr/>			
41172	5/18/2016	WEAVER AUTO PARTS Oil Filter, Kit	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT Invoice #06IN011188	3.65
660-00-53700-662-200		OPERATION - EXPENSE Invoice #06IN011489	24.64

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Total			28.29
41173	5/18/2016	Cintas Corporation #446 Uniform & Mat Service, Clean Floors	
110-00-53300-178-000		UNIFORM Account #446-01247	271.05
110-00-51600-207-000		SUPPORT SERVICES Account #446-09733	112.00
Total			383.05
41174	5/18/2016	TDS TELECOM Telephone Bills	
110-00-53300-202-000		COMMUNICATION	162.16
140-00-55420-203-000		UTILITIES	36.36
660-00-51400-923-000		CONTRACTED SERVICES	37.63
670-00-51600-202-000		COMMUNICATION	200.12
110-00-51600-202-000		COMMUNICATION	230.75
130-00-51600-202-000		COMMUNICATION	129.26
Total			796.28
41175	5/18/2016	THE PRINTING PLACE Victim Notification Forms, Invoice #34144	
110-00-52100-206-000		PRINTING	69.93
Total			69.93
41176	5/18/2016	TOWN & COUNTRY SANITATION Garbage & Recycling Pickup, Account #4176	
110-00-53620-207-001		GARBAGE COLLECTION	9,150.00
110-00-53620-207-002		RECYCLING COLLECTION	3,965.00
Total			13,115.00
41177	5/18/2016	Baer Insurance Services, LLC Work. Comp., Liability Insurance	

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110-00-51540-209-000 Invoice #60074		INSURANCE	9,104.55
660-00-51400-924-000		PROPERTY INSURANCE	2,101.05
670-00-53610-209-000		INSURANCE	2,801.40
Total			14,007.00

41178 5/18/2016 TOWN & COUNTRY ENGINEERING, INC.
Engineering Services

120-00-57300-805-104 Invoice #16558		INFRASTRUCTURE - CTY HWY P	1,117.35
120-00-57300-207-102 Invoice #16559		SUPP. SRVCS - STORMWATER PLAN	2,705.00
660-00-57000-207-000 Invoice #16560		SUPPORT SERVICES	2,140.54
670-00-57410-207-000 Invoice #16560		SUPPORT SERVICES	3,210.81
110-00-56400-207-101 Invoice #16561		SUPPORT SERVICES - GENERAL	175.00
670-00-57410-207-000 Invoice #16562		SUPPORT SERVICES	303.40
110-00-56400-207-101 Invoice #16563		SUPPORT SERVICES - GENERAL	2,233.05
Total			11,885.15

41179 5/18/2016 Tamara Sutor
Reimbursement for Rec. Programs

140-00-46725-000-000		RECREATION	90.00
Total			90.00

41180 5/18/2016 US CELLULAR
Cellular Phone Service

110-00-52100-202-000		COMMUNICATION	41.20
Total			41.20

41181 5/18/2016 MADISON GAS & ELECTRIC
Gas & Electric Bills, Summary #40363582

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110-00-51600-203-000		UTILITIES	367.76
110-00-52100-203-000		UTILITIES	112.68
130-00-51600-203-000		UTILITIES	1,320.50
110-00-51600-203-000		UTILITIES	440.17
110-00-51600-203-000		UTILITIES	178.40
110-00-51600-203-000		UTILITIES	75.20
140-00-55200-203-000		UTILITIES	191.45
140-00-55420-203-000		UTILITIES	297.34
110-00-53300-203-000		UTILITIES	438.02
670-00-51600-203-000		UTILITIES	3,488.06
110-00-53420-207-000		SUPPORT SERVICES	5,631.81
660-00-53700-623-000		POWER FOR PUMPING	2,098.77
Total			14,640.16
<hr/>			
41182	5/18/2016	Southwest Wisconsin Technical College Training, Invoice #0013292	
110-00-52100-205-000		MEETINGS	61.00
Total			61.00
<hr/>			
41183	5/18/2016	RBS Active Wear Rec. T-Shirts, Customer #7558	
140-00-55300-304-000		SUPPLIES	1,746.75
Total			1,746.75
<hr/>			
41184	5/18/2016	US CELLULAR Cellular Phone Service	
660-00-53700-601-200		OPERATION - EXPENSE	255.12

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670-00-51600-202-000		COMMUNICATION	255.12
110-00-53300-202-000		COMMUNICATION	255.13
		Total	765.37
41185	5/18/2016	State Bank of Cross Plains1 Meeting Expenses, Books, Postage	
130-00-55110-205-000		MEETINGS	111.66
130-00-55110-304-101		SUPPLIES - BOOKS	73.14
130-00-55110-201-000		POSTAGE	4.32
		Total	189.12
41186	5/18/2016	State Bank of Cross Plains1 Programs, Postage	
130-00-55110-306-000		PROGRAMS	69.31
130-00-55110-201-000		POSTAGE	10.27
		Total	79.58
41187	5/18/2016	PITNEY BOWES Postage	
110-00-51410-201-000		POSTAGE	520.99
		Total	520.99
41188	5/18/2016	TERRY'S PIGGLY WIGGLY Supplies, Election Supplies	
110-00-53300-304-101		SUPPLIES - GENERAL Account #310	6.78
110-00-51440-304-000		SUPPLIES	96.23
		Total	103.01
41189	5/18/2016	JOHNSON, BLOCK & COMPANY, INC. Auditor Services, Client #1634	
110-00-51510-207-000		SUPPORT SERVICES	650.00

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660-00-51400-923-000		CONTRACTED SERVICES	700.00
670-00-51510-207-000		SUPPORT SERVICES	650.00
110-00-51430-207-000		SUPPORT SERVICES	650.00
Total			2,650.00

41190 5/18/2016 All Channel Electronics
Annual Fire Alarm Test, Invoice #43787

110-00-51600-207-000		SUPPORT SERVICES	135.00
Total			135.00

41191 5/18/2016 Complete Office of Wisconsin
Office Supplies, Invoice #571237

110-00-51410-304-000		SUPPLIES	46.63
Total			46.63

41192 5/18/2016 Middleton-Cross Plains School Dist.
Facility Use

140-00-55300-306-101		PROGRAMS	296.00
		Invoice #3203	
140-00-55300-306-101		PROGRAMS	192.50
		Invoice #3276	
Total			488.50

41193 5/18/2016 Whitney Nonn
Rec. Instructor

140-00-55300-207-000		SUPPORT SERVICES	70.00
Total			70.00

41194 5/18/2016 Jen Feltz
Yoga Instructor

140-00-55300-207-000		SUPPORT SERVICES	80.00
Total			80.00

41195 5/18/2016 Terri Z. Buechner
Yoga Instructor

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ALL FUNDS

Dated From: 4/30/2016

From Account:

Thru: 5/18/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
140-00-55300-207-000		SUPPORT SERVICES	120.00
Total			120.00
41196	5/18/2016	KALSCHEUR GARAGE	
		Ram Truck	
120-00-57620-801-000		VEHICLE	32,574.50
Total			32,574.50
41197	5/18/2016	BEACON ATHLETICS	
		Goal Line Paint & Anchors	
140-00-55200-304-000		SUPPLIES	184.00
		Invoice #0458286-IN	
Total			184.00
41198	5/18/2016	Carrico Aquatic Resources, Inc.	
		Gasket, Invoice #20161346	
140-00-55420-305-000		MAINTENANCE	224.99
Total			224.99
41199	5/18/2016	SAEMAN LUMBER CO.	
		Supplies, Account #CR850	
140-00-55200-305-000		MAINTENANCE	57.45
110-00-53300-304-101		SUPPLIES - GENERAL	146.58
670-00-53610-305-000		GENERAL MAINTENANCE	157.08
Total			361.11
41200	5/18/2016	QUAL LINE FENCE	
		Replace Fence	
120-00-57620-802-000		FACILITY	2,085.00
		Invoice #1123029	
Total			2,085.00
41201	5/18/2016	Bando Organics	
		Compost, Invoice #1240	
130-00-51600-305-000		MAINTENANCE	101.00

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ALL FUNDS

Dated From: 4/30/2016

From Account:

Thru: 5/18/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			101.00
41202	5/18/2016	Crescent Electric Supply Co. Supplies	
660-00-53700-601-200		OPERATION - EXPENSE Inv. #S502027457.001 Plus Credit on Acct	22.57
Total			22.57
41203	5/18/2016	SUPERIOR CHEMICAL CORPORATION Supreme Skin Creme	
110-00-53300-304-101		SUPPLIES - GENERAL Invoice #125448	143.81
Total			143.81
41204	5/18/2016	Chris Foss Contractors, Inc. Steps at Piggly Wiggly	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE Invoice #204189	7,920.00
Total			7,920.00
41205	5/18/2016	HD Supply Waterworks, Ltd. Maintenance	
660-00-53700-676-000		MAINTENANCE OF METERS Invoice #F179814	2,970.00
Total			2,970.00
41206	5/18/2016	MIDWEST TAPE Audiovisual	
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL Invoice #93931241	15.74
130-00-55110-304-104		SUPPLIES - AUDIOVISUAL Invoice #93946818	26.24
Total			41.98
41207	5/18/2016	UNITED LABORATORIES Lift Zyme, Invoice #INV154541	
670-00-53610-307-000		SYSTEM MAINTENANCE	2,270.17
Total			2,270.17

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Dated From: 4/30/2016

From Account:

Thru: 5/18/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
41208	5/18/2016	DANE-IOWA WASTEWATER Sludge Hauling & Testing	
670-00-53610-207-000		SUPPORT SERVICES Invoice #2552	231.00
670-00-53630-207-000		SUPPORT SERVICES Invoice #2550	15,458.54
Total			15,689.54
41209	5/18/2016	Maintenance Services of Madison, Inc. Janitorial Services, Invoice #2376	
110-00-51600-207-000		SUPPORT SERVICES	216.38
130-00-51600-207-000		SUPPORT SERVICES	649.12
Total			865.50
41210	5/18/2016	BAKER & TAYLOR, INC. Books	
130-00-55110-304-101		SUPPLIES - BOOKS Invoice #2031966262	315.48
130-00-55110-304-101		SUPPLIES - BOOKS Invoice #2061955235	332.44
Total			647.92
41211	5/18/2016	Ingram Library Services Books	
130-00-55110-304-101		SUPPLIES - BOOKS Invoice #92856277	20.29
Total			20.29
41212	5/18/2016	Cross Plains True Value Hardware April Billing	
140-00-55200-304-000		SUPPLIES Trash Can	89.95
110-00-53300-304-101		SUPPLIES - GENERAL Paint, Mailboxes	177.91
670-00-53610-304-000		SUPPLIES Batteries, Garbage Bags, Wind Machine	65.47
670-00-53610-304-000		SUPPLIES Batteries	14.99

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Dated From: 4/30/2016 From Account:
Thru: 5/18/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
130-00-55110-304-105		SUPPLIES - GENERAL	6.99
		Twist Nozzle	
110-00-52100-301-000		EQUIPMENT	32.99
		Coffeemaker	
140-00-55200-304-000		SUPPLIES	19.99
		Tank Sprayer	
140-00-55420-305-000		MAINTENANCE	14.28
		Bleach, Mildewcide	
140-00-55200-305-000		MAINTENANCE	12.99
		Batteries	
140-00-55200-305-000		MAINTENANCE	4.99
		Batteries	
130-00-55110-304-105		SUPPLIES - GENERAL	7.87
		Twine, Ant System	
130-00-55110-304-105		SUPPLIES - GENERAL	7.99
		Duct Tape	
130-00-55110-304-105		SUPPLIES - GENERAL	7.99
		Duct Tape	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE	74.99
		Grass Seed	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE	12.77
		Stretcher Spout, Cover	
140-00-55200-305-000		MAINTENANCE	1.96
		NRS	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE	23.99
		Claw Hammer	
140-00-55200-305-000		MAINTENANCE	5.49
		Fem Connector	
110-00-53300-304-101		SUPPLIES - GENERAL	-5.49
		Refund	
670-00-53610-301-000		EQUIPMENT	28.99
		Ax Blade	
110-00-53300-304-101		SUPPLIES - GENERAL	2.58
		Nipple	
Total			609.68

41213 5/18/2016 FIRST SUPPLY MADISON
Parts

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From Account:

Thru: 5/18/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
110-00-53300-305-102		MAINTENANCE - EQUIPMENT	26.40
		Invoice #8700400-00	
670-00-53610-307-000		SYSTEM MAINTENANCE	37.62
		Invoice #8333728-02	
670-00-53610-307-000		SYSTEM MAINTENANCE	58.63
		Invoice #8477258-00	
670-00-53610-307-000		SYSTEM MAINTENANCE	3.20
		Invoice #8477258-01	
670-00-53610-307-000		SYSTEM MAINTENANCE	51.89
		Invoice #8521529-00	
		Total	177.74
41214	5/18/2016	Joe Pertzborn	
		Reimbursement for Safety Glasses	
670-00-53610-301-000		EQUIPMENT	160.00
		Total	160.00
41215	5/18/2016	American Red Cross-Health & Safety Services	
		Training, Invoice #10443362	
140-00-55300-205-000		MEETINGS	38.00
670-00-53610-301-000		EQUIPMENT	95.00
		Total	133.00
41216	5/18/2016	L.W. ALLEN, LLC	
		Influent Flowmeter, Programming	
670-00-53610-307-000		SYSTEM MAINTENANCE	5,298.02
		Invoice #100880	
660-00-53700-601-200		OPERATION - EXPENSE	284.00
		Invoice #100950	
660-00-53700-601-200		OPERATION - EXPENSE	401.00
		Invoice #100961	
		Total	5,983.02
41217	5/18/2016	CRANE ENGINEERING SALES	
		Plug Assembly, Invoice #311502-00	
670-00-53610-307-000		SYSTEM MAINTENANCE	415.15

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Dated From: 4/30/2016 From Account:
Thru: 5/18/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			415.15
41218	5/18/2016	MCCROMETER, INC. Maintenance	
660-00-53700-676-000		MAINTENANCE OF METERS Invoice #476976 RI	6,474.29
Total			6,474.29
41219	5/18/2016	Environmental Systems Research Institute, Inc Primary Maintenance	
660-00-53700-673-000		MAINTENANCE OF MAINS Contract #2008MPA2644	400.00
Total			400.00
41220	5/18/2016	STATE LABORATORY OF HYGIENE Water Sampling, Invoice #458833	
660-00-53700-642-200		OPERATION - EXPENSE	25.00
Total			25.00
41221	5/18/2016	KALSCHEUR IMPLEMENT CO. Parts, Sharpen Knives, Repair Tractor	
110-00-53300-305-102		MAINTENANCE - EQUIPMENT Customer #672	6,087.48
Total			6,087.48
41222	5/18/2016	NIESEN & SON LANDSCAPING Landscaping, Invoice #009712	
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE	14,035.00
Total			14,035.00
41223	5/18/2016	Jet Power Tool Repair, Inc. Tab	
110-00-53300-301-000		EQUIPMENT Account #003660	9.18
Total			9.18
41224	5/18/2016	Middleton Cooperative Diesel Fuel, Customer #170070	

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Dated From: 4/30/2016 From Account:
Thru: 5/18/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
110-00-53300-303-000		FUEL	1,202.76
Total			1,202.76
41225 5/18/2016 Van Den Bergh Plubing LLC Sewer Connection & Parts			
120-00-57300-805-103		INFRASTRUCTURE - HWY 14	473.00
Invoice #173			
Total			473.00
41226 5/18/2016 Lisa M. Davis Cleaning Services			
110-00-52100-207-000		SUPPORT SERVICES	150.00
Total			150.00
41227 5/18/2016 TDS TELECOM Telephone Bills			
110-00-52100-202-000		COMMUNICATION	102.74
110-00-51200-202-000		COMMUNICATION	25.11
110-00-52100-202-000		COMMUNICATION	27.86
Total			155.71
41228 5/18/2016 City of Madison - Treasurer Communication Use Maintenance			
110-00-52100-305-000		MAINTENANCE	41.11
iNVOICE #5318			
Total			41.11
41229 5/18/2016 Interstate All Battery Center Batteries			
110-00-53300-305-103		MAINTENANCE - INFRASTRUCTURE	72.29
Invoice #1905101008046			
Total			72.29
DEF 9.16 5/06/2016 WISCONSIN DEFERRED COMPENSATION Deferred Compensation			
110-00-21349-000-000		WI DEFERRED COMP	275.00

Manual Check

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Dated From: 4/30/2016 From Account:
Thru: 5/18/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			275.00
<hr/>			
FICA 9.16	5/06/2016	ELECTRONIC FEDERAL TAX DEPOSIT	
		Federal & FICA Taxes	Manual Check
110-00-21311-000-000		FEDERAL WITHHOLD TAX PAY	3,335.19
110-00-21331-000-000		FICA TAXES PAYABLE	2,665.00
110-00-21331-000-000		FICA TAXES PAYABLE	2,665.00
Total			8,665.19
<hr/>			
FLEX 4.16	4/30/2016	EMPLOYEE BENEFITS CORPORATION	
		Employee Benefits Corp Flex	Manual Check
110-00-21349-002-000		FLEX SPENDING DEDUCTION	60.43
110-00-51430-178-000		FLEXIBLE SPENDING	52.25
Total			112.68
<hr/>			
ICMA 9.16	5/06/2016	ICMA Retirement	
		Deferred Plan	Manual Check
110-00-21349-001-000		ICMA 457K	130.78
110-00-51430-173-000		RETIREMENT	65.39
Total			196.17
<hr/>			
state 9.16	5/06/2016	STATE OF WI - ELECTRONIC FUND	
		State Withholding	Manual Check
110-00-21312-000-000		STATE WITHHOLD TAX PAY	1,575.28
Total			1,575.28
<hr/>			
HEALTH 5.16	5/10/2016	EMPLOYEE TRUST FUNDS-INSURANCE PYMTS	
		Health Insurance	Manual Check
110-00-21341-000-000		POP EMPLOYEE HEALTH INSUR	3,126.30
110-00-51430-171-000		HEALTH INSURANCE	1,482.68
110-00-52100-171-000		HEALTH INSURANCE	5,087.61

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Dated From: 4/30/2016 From Account:
Thru: 5/18/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
110-00-53300-171-000		HEALTH INSURANCE	3,203.82
130-00-51430-171-000		HEALTH INSURANCE	2,713.39
140-00-51430-171-000		HEALTH INSURANCE	1,902.47
660-00-51400-926-000		EMPLOYEE BENEFITS	1,196.30
670-00-53610-171-000		HEALTH INSURANCE	1,901.93
Total			20,614.50

DELCLAIM 4.1 4/30/2016 DELTA DENTAL CLAIMS - ACH
Dental Claims

Manual Check

110-00-53300-172-000		DENTAL	322.38
110-00-52100-172-000		DENTAL	174.40
140-00-51430-172-000		DENTAL	247.00
660-00-51400-926-000		EMPLOYEE BENEFITS	109.38
670-00-53610-172-000		DENTAL	189.14
Total			1,042.30

DELPREM 4.16 4/30/2016 DELTA DENTAL ACH PREMIUM
Dental Premiums

Manual Check

110-00-51430-172-000		DENTAL	8.71
110-00-53300-172-000		DENTAL	19.11
110-00-52100-172-000		DENTAL	26.70
130-00-51430-172-000		DENTAL	16.85
140-00-51430-172-000		DENTAL	11.24
660-00-51400-926-000		EMPLOYEE BENEFITS	7.59
670-00-53610-172-000		DENTAL	10.96

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Dated From: 4/30/2016

From Account:

Thru: 5/18/2016

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			101.16
Grand Total			204,536.92

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Dated From: 4/30/2016

From Account:

Thru: 5/18/2016

Thru Account:

Amount

Total Expenditure from Fund # 110 - GENERAL FUND	92,814.19
Total Expenditure from Fund # 120 - CAPITAL PROJECT FUND	38,954.85
Total Expenditure from Fund # 130 - LIBRARY FUND	6,054.31
Total Expenditure from Fund # 140 - PARKS/RECREATION FUND	9,882.41
Total Expenditure from Fund # 660 - WATER	19,357.00
Total Expenditure from Fund # 670 - SEWER	37,474.16
Total Expenditure from all Funds	204,536.92

Village of Cross Plains

Permit #: _____

SPECIAL EVENT PERMIT

APPLICANT INFORMATION

Event Title:	Memorial Day Chicken BBQ (including run and parade)				
Event Organizer:	Amy Hansen		Primary Contact:	Amy Hansen	
Applicant Address:	2016 Continental Lane				
Primary Phone #:	843-3166	Mobile Phone #:	843-3166	Secondary Phone #:	520-4321
Email:	amy.cpchamber@yahoo.com		Fax:	Casey Peterson	

EVENT INFORMATION

Event Location (Please provide general description or address as well as depict on the attached Village map):					
The majority of the day's activities happen at the American Legion Hall.					
Please provide a summary of the event including but not limited to a description of planned activities and/or amenities:					
The activities for the day include: Chicken BBQ, Hot Dog Wagon, DJ, Kids Activities including a Bounce House and Face Painting, and a Beer/Beverage Area. The barbecuing starts at 6am. The day's activities and clean up are done by about 5:30pm. The parade starts at Plastic Ingenuity's parking lot and flows down Park Street to the American Legion. Participants start lining up at 10am and the parade starts at 11am. The 5k run/walk will start and finish at the American Legion Hall (see separate map). Registration starts at 8am. The run starts at 8:30am and will finish by about 9:30. This year we hope to have kickball in the diamond at the Legion as well.					
Event Setup Start:	6am	Event Start:	8:30am	Hours of Operation:	
Event Takedown End:	5:30	Event End:	4:30	6am-5:30pm	
Participants #:	run - 75, parade 100, bbq 1,000				
Street Closure:	Yes	Barricades:	Yes	Barricade Location(s):	Park Street if done in
Alcohol Sold or Serve:	Yes	Fireworks:	no		
Food Sold or Served:	Yes	Rain Date:	none		
Public Safety – Please describe any plans regarding security, traffic/crowd control, or other emergency services:					
No services above and beyond the standard services except what is noted above.					
Village Services – Please describe all other services required from the Village (i.e. – Public Facilities, Parks/Rec, etc.):					
Village arranges dumpster dropped off on Legion Drive Friday May 27 for use on Monday May 30. Pick up Tuesday May 31. Drop off 12 garbage cans at the Legion Park for use at BBQ. Return cans after event. Drop off 12 cones for use during the run by 8am. Return after run. Use of Rec Club baby pool, and canopy tent. Andrea and another volunteer will help with the kids activities. Pool open & free entry.					

INSURANCE REQUIREMENTS

<p><i>The applicant shall, no later than seven (7) days prior to the start of the event, provide proof of bodily injury and property damage liability insurance naming the Village as an insured and covering the entire public area of the event for the duration of the event in a minimum amount of \$1,000,000 for the injury to or death of any one individual and \$1,000,000 for the injury to or death of any number of individuals in once occurrence, and property damage liability insurance in the amount of \$1,000,000 (Village Ordinance 22.22(f)). Please attach the Certificate of Insurance to this application.</i></p>	
Has a certificate of insurance been provided:	requested from Wagner 5/2/16

Village of Cross Plains

SPECIAL EVENT PERMIT

DUTIES OF PARTICIPANTS

Participants means only those persons actually taking part in the event, including, but not limited to, those sponsoring, organizing, promoting, or initiating the event; those invited to attend; those paying to attend; or those for whom the event is sponsored, organized, or initiated, including the general public (Village Ordinance 22.22(a)(2)). The Duties of Participants will be as follows (Village Ordinance 22.22(j)). Please initial next to each duty to signify agreement.

1. All persons involved with an event regulated by this section shall comply with all permit directions and conditions imposed under the terms of this section for the use of public property and with all applicable ordinances, statutes and laws.	
2. All persons involved with an event regulated by this section shall stay within the area or route designated for the event during the conduct of this event.	
3. The event chairman or other person leading such activity shall carry the special event permit upon his or her person during the conduct of the event.	
4. The applicant shall be responsible for returning all premises used for the event or impacted by the event to the condition such premises were in prior to the event within twelve (12) hours after the permit expires.	

Please note that the applicant and/or event organizer will be responsible for the conduct of the group and for the condition of the public area. The permit is subject to all municipal codes in addition to all rules governing street right-of-ways. The applicant agrees that during use of the public area, the sponsoring organization will not exclude any person from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, national origin, or handicap. The applicant and/or the event organizer further agrees to indemnify, defend and hold harmless the Village of Cross Plains and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, caused in whole or in part by any acts, negligent or otherwise, or any omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts on behalf of them may be liable, except where caused by the sole negligence or willful misconduct of the Village.


Applicant Signature

5-5-16
Date

Casey Peterson
Applicant Print Name

For Office Use Only:

Date Received: _____ Received By: _____ Date Reported to Board: _____

Village of Cross Plains

Parks and Recreation

Comments/Conditions: We will take care of garbage cans, cones, & Kids pool's canopy. We will drop them off at the Legion Park on Friday, May 27th.

Total Actual Cost: 0

Approved: Yes No

Mike AP
Signature

5-10-16
Date

Police Department

Comments/Conditions: Same as previous years

Total Actual Cost: 0

Approved: Yes No

Chief Thomas James
Signature

5-10-16
Date

Public Facilities

Comments/Conditions: SAME AS PREVIOUS YEAR

Total Actual Cost: _____

Approved: Yes No

Jerry King
Signature

5/10/16
Date

Application Approval/Denial



> 200 Participants



Close/Use Public Street



Village Services

\$50.00 Review Fee: _____

Approved: Yes No

Authority (Administrator or Board)

Date

Comments: _____

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 05/02/2016

Town Village City of Cross Plains County of Dane

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/30/2016 and ending 05/30/2016 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Cross Plains Area Chamber of Commerce

(b) Address PO Box 271
(Street) Town Village City

(c) Date organized 09/30/2009

(d) If corporation, give date of incorporation 09/30/2009

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Casey Peterson

Vice President Casey Koenig

Secretary Jackie Ellickson

Treasurer Katie DiPiazza

(g) Name and address of manager or person in charge of affair: Amy Hansen, 2016 Continental Lane

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 2212 American Legion Drive

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? all

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Most of the picnic is outside, beer is only sold outside.

3. NAME OF EVENT

(a) List name of the event Memorial Day Chicken BBQ

(b) Dates of event Monday May 30, 2016

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Casey Peterson 5/5/16
(Signature/date)

Officer _____
(Signature/date)

Cross Plains Area Chamber Commerce
(Name of Organization)

Officer Amy Hansen
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wagner Insurance & Financial Inc PO Box 10 Cross Plains, WI 53528	CONTACT NAME: Mary Krantz, CIC, CISR
	PHONE (A/C No., Ext): (608)798-3811 FAX (A/C, No): (608)798-1093
	E-MAIL ADDRESS: mkrantz@wagnerinsurance.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: SCOBIE GROUP
INSURED CROSS PLAINS AREA CHAMBER OF COMMERCE PO BOX 271 CROSS PLAINS, WI 53528	INSURER B: SOCIETY INSURANCE
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-132637

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

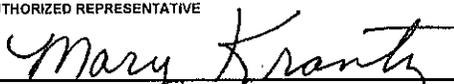
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CP01304479-07	05/24/2015	05/24/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 537213	04/23/2015	04/23/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VARIOUS SPECIAL EVENTS: BUSINESS AFTER HOURS; SANTA VISIT; EASTER EGG HUNT; GOLF OUTING; 9 PIN TAP BOWLING TOURNAMENT; CHICKEN BBQ; MONTHLY BOARD MEETINGS; QUARTERLY MEETINGS AND ANNUAL MEETING.

CERTIFICATE HOLDER

CANCELLATION

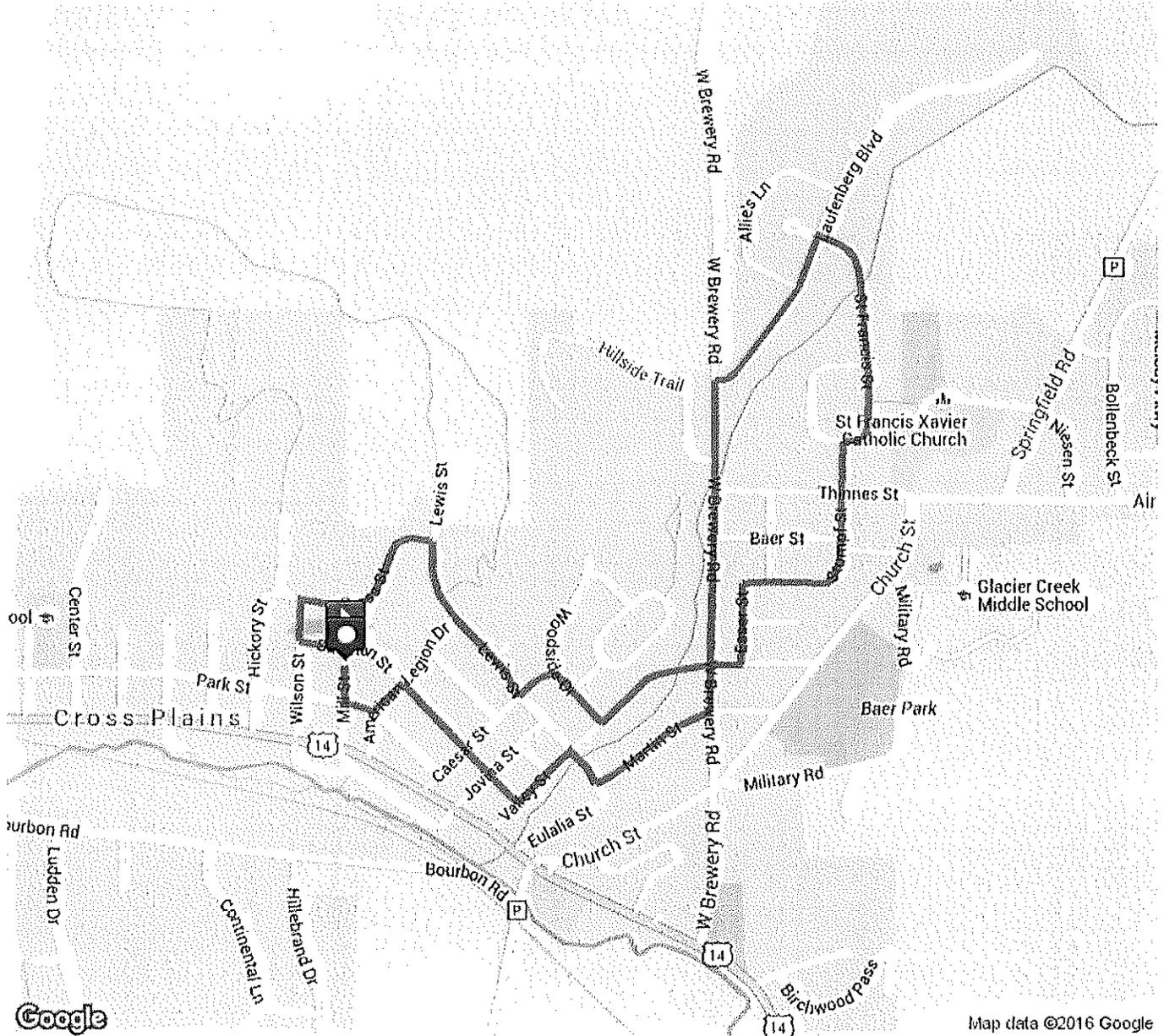
VILLAGE OF CROSS PLAINS PO BOX 97 2417 BREWERY RD. CROSS PLAINS, WI 53528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (MJK)
--	--

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5K Chicken BBQ 2016
Distance: 3.15 mi
Elevation: 70.19 ft (Max: 936.25 ft)

mapmyrun



Map data ©2016 Google

MapMyRun • <http://mapmyrun.com/routes/view/989157279>



May 1, 2016

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

Re: Renewal to Provide Building Inspection Services

Dear Mr. Schuenke:

Johnson Inspection, LLC (Consultant) is pleased to submit this Renewal of Building Inspection Services to the Village of Cross Plains (Client).

I. SCOPE OF WORK

Consultant shall provide building plan review and inspection services for the following:

- One and two family dwellings
- Additions and alterations to one and two family dwellings including pre-1980 homes
- Accessory structures
- Commercial buildings
- Property maintenance inspections

II. SCOPE OF SERVICES

A. Meetings and Reports

1. Consultant will attend Council meetings as requested. A monthly written inspection report shall be submitted to the Client.
2. Consultant will attend Plan Commission meetings as requested.
3. Consultant will attend other meetings as requested.

B. Building Plan Review and Inspection Services

1. Review/Approval of Applications and Issuance of Permit

The Client will make available permit application packets and maintain all final records. Consultant will receive permit applications, calculate fees, issue building permits, and provide technical inspection services and other consulting services as they relate to one and two family dwellings and commercial buildings.

Consultant will review the Building Permit application, request revision and additional information as may be required, directly from the applicant. Upon receipt of a satisfactory application, Consultant will stamp the plans “conditionally approved” and return one set to the Client for their records and one set to the applicant. In addition, Consultant will retain one set for Consultant files.

Consultant will issue the Building Permit, Permit Card, and Department of Safety and professional services stamp (if it’s a new dwelling) along with one set of “conditionally approved” plans to the applicant. In addition, Consultant will send a copy of the approved permit application to the state and a copy of the plans and permit to the Client.

Consultant will endeavor to prevent the issuance of a permit until all permits and approvals required by other regulatory and review agencies have been issued. However, Consultant will only be responsible for permits required by DSPS320 – DSPS325, Wisconsin Uniform Dwelling Code, SPS361-SPS365 Wisconsin Enrolled Commercial Building Code, as amended.

2. Inspection Services

Consultant will provide building inspection services to the Client. Inspection services will be provided for:

- One and two family dwellings
- Additions and alterations to one and two family dwellings
Including pre-1980 homes
- Accessory structures
- Commercial buildings

Building inspection services will determine that the construction is in compliance with the Uniform Dwelling Code applicable to one and two family dwellings and/or Commercial Building Codes, which include the following Wisconsin Administrative Rules:

- DSPS 320: Administrative and Enforcement
- DSPS 321: Construction Standards
- DSPS 322: Energy Conservation
- DSPS 323: HVAC Standards
- DSPS 324: Electrical
- DSPS 325: Plumbing

Volume 1

- DSPS 361: Administration and Enforcement
- DSPS 362: The IBC, as modified by Chapter
- DSPS 361 & 362: Appendices for Chapters

Volume 2

- DSPS 363: IECC as modified by Chapter
- DSPS 364: IMC as modified by Chapter
- DSPS 365: IFGC as modified by Chapter

C. Notice of Compliance or Noncompliance

The Notice of Compliance or Noncompliance will be posted at the job site by the Consultant. Upon a finding of noncompliance, the Consultant will notify the applicant, the owner and the Client, in writing, of the violations to be corrected. Upon thirty days of no action to correct violations, the Consultant will notify the owner, applicant, and submit to the Client for enforcement action. The Client will give written notice to Consultant of any enforcement penalties, actions, or specific decisions taken in relation to those individuals in violation or noncompliance.

E. Records

A permanent record of all permits, inspection, and enforcement activities for the Client will be maintained by the Consultant. All records will be maintained at the Village/City Hall. Consultant will provide inspection records in a computer format if requested by the Client.

F. Services Not Provided as Part of This Contract

Consultant will not be responsible for inspecting for compliance with codes and ordinances other than the Wisconsin Uniform Dwelling Code, Commercial Code. Compliance with other codes and ordinances will be the responsibility of the code or ordinance-issuing agency.

Inspection or testing for hazardous materials such as asbestos, mold, lead paint or PCBs.

G. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for building inspection and permitting. Occasionally, events occur beyond our control or that of Client that create a need for additional inspection or contract administration services beyond those required for a standard contract. Consultant and/or Client shall promptly and in a timely manner, bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When Consultant and Client agree to a change in the Scope of Services, Schedule, or Fees, it shall be initiated by written authorization of both parties.

III. CLIENT'S RESPONSIBILITY

- A. Client will make available permit application packets and collect the permit application fee from the applicant.
- B. Client shall maintain all final records.

IV. SCHEDULE

- A. This Agreement shall be good for the 2012 calendar year. The contract may be renewed at the Client's request.
- B. Consultant will be available to make inspections per the client's request.

V. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Tracy Johnson, Building Inspector (Certified Inspector #664566). He, along with other personnel, will provide the services required for the various aspects of the project. Consultant will only use licensed inspectors as required by the department of administration and the Uniform Dwelling Code.

Please direct all communications that have a substantive impact on the project to Tracy.

The Client designates _____ as their representative. We will direct all communications that have a substantive impact on the project to that individual.

VII. FEES

- A. The fee to provide the services outlined herein is as follows:
- B. An Hourly rate of \$55.00 Plus Mileage at the current IRS rates \$.54 per mile**

- C. The fees assume that the work will be completed within the time frame set forth in this Agreement. If significant delays to the project occur, which are not due to the negligence of Consultant, e.g. decisions of the Client, approvals, and deferrals to the next calendar year, etc., Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
Reimbursable expenses are included in the above stated fees.

- D. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month.

- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

VIII. DISPUTE RESOLUTION

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.

- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, they then agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

IX. INSURANCE

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. We also carry professional liability insurance to cover losses from potential errors and

omissions by our employees or others who work at our direction. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, liability and property insurance, especially as it pertains to this work.

X. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. by Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by the Client to furnish or perform services contrary to his responsibilities as a licensed professional. Consultant shall have no liability to the Client on account of such termination.
 - b. Upon seven days written notice if the Consultant services for the project are delayed or suspended for more than 90 days for reasons beyond his control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 90 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

XI. SUCCESSORS ASSIGNS AND BENEFICIARIES

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

XII. CONTROLLING LAWS

This Agreement is to be governed by the laws of the state in which the project is located.

In witness whereof the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

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

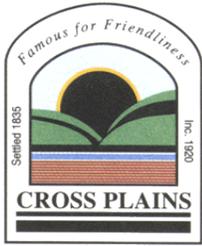
Tracy Johnson, Owner
Johnson Inspection, LLC
Po Box 127
Arena, WI 53503

Date

Date

Witness

Witness



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

Memorandum

To: Village Board
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: May 20, 2016
Re: **Review of the Development Agreement for the Glacier Ridge Subdivision (Veridian Homes)**

Executive Summary

The Village adopted an ordinance at its February 22, 2016 meeting annexing approximately 40 acres into the Village located at 2504 Military Road. The Development Proposal for the site was adopted by the Village in January with a portion of the property to be used for new single family homes and another portion of the property to be used for future public improvements. Conditional approvals were granted by the Village Board for the Preliminary Plat on March 28th and Final Plat on April 25th. The final step in the review of this subdivision is the consideration of a Development Agreement by the Village Board at their May 23rd meeting in order to collectively formalize the orderly development of this property. This memorandum will provide a review of the Development Agreement as is currently proposed and some of the major issues it includes.

Development Agreement (Exhibit A)

The basic requirements for the drafting of a Development Agreement are listed in Section 83.11 (Exhibit B) of the Village Code. These requirements place the responsibility of completing the public improvements on the Developer subject to the Village's approval. The Developer is also required to provide a "Security for Performance" (i.e. – letter of credit) to ensure the improvements will be constructed as planned. As work is completed, the letter will be drawn down until all work has been completed and accepted. The agreement also goes into detail on the contractors to be used, specifications for construction, timeline for completion, guidelines for acceptance of work, and other related sections. The agreement requires majority approval of the Village Board.

Outstanding Issues

Two additional issues are included within this agreement as they have been known through the annexation and platting process. Please note the following:

1. Middle School Crossings – The Village approved a TLE for stormwater, deed for acquisition of right of way, and ordinance to dedicate newly acquired right of way to the public. As part of the deliberations for these three requests, the School District in turn requested enhanced pedestrian crossings to provide safe access to the middle school for existing students and those that may be living in the Development in the future. The details of the proposed work are listed in Section K on page 10 of the Development Agreement. Several options were considered as part of this discussion; however, agreement was reached on three specific locations at which crossings would be enhanced (Exhibit C):

a. *West Crossing* – The southernmost driveway off of Military Road will be reconstructed to provide better alignment with Military Road. This was known when the Village approved the documents in March. The School District requests a sidewalk to accompany the new driveway in order to accommodate students walking to school through Baer Park. The crossing will also be enhanced with a pedestrian island and RRFB's for advanced warning to traffic. Traffic will be provided a dedicated turn lane into the reconfigured driveway entrance with associated parking lanes restricted to provide enough room for travel. The Village and Developer will share in the cost of this improvement, and it will be constructed when "A" Parkway is built in 2016/17. A portion of the Village's cost will be offset by redirecting funds meant for the traffic study from the District. These funds are not as necessary for the traffic study as originally conceived and would be better served to enhance this crossing.

b. *Central Crossing* – The Village had been planning a central pedestrian crossing with its concept plan that provided for intermediary access between the West and East Crossings. This Central Crossing was conceived as part of the conceptual plan for the public development of the 15 acres being acquired by the Village in order to make a natural connection between the Middle School and new facilities when they were to come online. The District also desired this connection and requested a formal commitment to its completion. This improvement will also be constructed with a median island to provide some refuge and then have a path that connects to their outdoor amphitheater. This work will be the sole expense of the Village and may be completed as soon as 2018 with an option to delay to 2019.

c. *East Crossing* – The third and final request will connect sidewalk adjacent to "B" Street to the Middle School through their eastern section of property. This hard surface path will provide a direct route to the school for this subdivision and allow for future connectivity to the East. This location will also include an RRFB as the situation warrants. The Developer will be responsible for this expense and will complete this work when "B" and "C" Streets are completed, likely in 2017.

2. Environmental Remediation – The Village has an accepted offer with the Developer to purchase approximately 15 acres for future public development. Through that process it was learned there is an area within the property to be purchased that had been contaminated (i.e. – metal, ash, junk, etc.) via its former land use of agriculture. The Developer was responsible for the preparation of a remediation plan and work with the Property Owner to remediate the site to the approval of the DNR and Village. A plan has been completed and submitted to the DNR for their approval (Exhibit D). The remediation will include a combination of efforts to remove certain contaminants entirely, bury some material on the property to be purchased by the Village, and sift through additional material to extract remaining harmful materials. The Developer will work with the Property Owner to implement this plan at no cost to the Village. These issues are referenced in Section L of the Development Agreement on Page 12.

Private Contractors

The Developer operates a business whereby they buy the land, construct the public improvements, and build people homes as a complete package start to finish. This concept is a bit unique for Cross Plains as we are more accustomed to the Developer subdividing lots and selling to the general public who would then bring their own builder/design for the house once the public improvements were installed. The Village Board has insisted that a few lots be made available to private contractors as a means to help the local economy. The Developer has insisted that a project this small for them makes it very difficult to sell unimproved lots and that they would be agreeable to this concept in the future via a larger development. Language to require the use of private contractors has not been included in the agreement. Village Staff is not recommending this requirement be approved for the following reasons:

1. The Developer raised this issue with the Plan Commission when the Final Plat was considered on April 4th. The Plan Commission was indifferent on the issue and took no action on the matter.
2. The Village is poised to purchase approximately 15 acres of developable space from the Developer. This reduces the size of the development in half limiting the possible locations to properly blend these lots into the development and make the finances work for the project.
3. The houses intended for construction will be of good quality and essentially uniform in their layout/design from landscaping through architecture. Introducing new designs and construction could alter the look of the neighborhood as we have seen in other places throughout the Village.
4. Opportunity for local builders remains strong as long as the Village continues to advance good projects. The Plan Commission is currently considering a Development Proposal for the Sundance Subdivision that will add at least 100 homes to the Village all of which would be built through private contractors. Focusing our attention on making the Sundance Subdivision a good project should be a higher priority than forcing the issue on 2 homes in this development. It also remains to be seen when the Schoepp and Plastic Ingenuity properties come forward as to what the impact of these projects would be.
5. We have all expended a lot of energy to bring this project together and are on the door step of making it go forward. Given the size, scope, and intent of this project, we need to continue to look for new opportunities elsewhere to incorporate this concept which appear to be on the horizon.

Recommendation

Village Staff recommends the Village Board adopt the Development Agreement as presented with the inclusion of the pedestrian crossings for the School District, acknowledgement of the Environmental Remediation Plan, and without the inclusion of lots for private contractors.

Exhibits

Exhibit A – Development Agreement

Exhibit B – Section 83.11 (Agreement and Security for Improvements)

Exhibit C – Proposed Middle School Pedestrian Crossings

Exhibit D – Environmental Remediation Plan (Draft)

DEVELOPMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 2016, by and between VH Cross Plains, LLC, (hereinafter referred to as the “Developer”) and the Village of Cross Plains, a Wisconsin Municipal Corporation, (hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, Developer is the fee simple owner of the following real estate located in the Municipality, (hereinafter the “Property”):

Lots 1 – 44 and Outlots 1 – 4 of the Plat of Glacier Ridge in the Village of Cross Plains, Dane County, Wisconsin, recorded with the Dane County Register of Deeds on the ___ day of _____, 2016, in Volume ___ of Plats, on pages _____ as Document No. _____.

WHEREAS, Developer desires to commence construction of a residential development on the Property (“the Project”); and

WHEREAS, the Property is properly zoned to allow Developer to complete its project pursuant to the Municipality’s Zoning Code; and

WHEREAS, the applicable provisions of the Municipal Subdivision Ordinance require that provisions be made for the installation of adequate sanitary sewer facilities, water mains and water service, the grading of public and private lands, erosion and storm water runoff control and access required to serve the Property; and

WHEREAS, this Agreement is made for the mutual benefit of the Developer and the Municipality in order that municipal code requirements will be fully complied with; and

WHEREAS, the Municipality will be injured in the event of the Developer's failure to fully and completely perform all the requirements of this Agreement even if construction has not yet been commenced. Accordingly, the parties agree that the terms and provisions of the Agreement may be enforced by the Municipality even if construction has not begun; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Municipality's Subdivision Ordinance; and

WHEREAS, the approval of the Project is contingent upon the execution of the Agreement, and submittal of all documents required by this Agreement; and

WHEREAS, this Agreement currently contains the following exhibits and any subsequent exhibits provided for under the Agreement, all of which are incorporated herein as if fully set forth:

- | | |
|-----------|--|
| EXHIBIT A | Plat of Glacier Ridge |
| EXHIBIT B | Village of Cross Plains Ordinance No. 02-2016 annexing the Property to the Village of Cross Plains |
| EXHIBIT C | Village of Cross Plains Ordinance No. 03-2016 rezoning the Property |
| EXHIBIT D | Plans and specifications for the Project as approved by the Municipality |
| EXHIBIT E | Covenants and Restrictions for the Glacier Ridge Plat |
| EXHIBIT F | As Built Master Grading plan as approved by the Municipality |
| EXHIBIT G | Address plan approved by the Municipality |
| EXHIBIT H | Cost Estimate for "A" Parkway Work |
| EXHIBIT I | Driveway and Sidewalk exhibit prepared by Vierbicher |

NOW, THEREFORE, in consideration of the granting of approval for the development of the Property, the Developer agrees to develop the Property complete with all improvements outlined herein, in accordance with terms and conditions of this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the Municipality.

A. **Improvements.** Unless indicated otherwise in this Agreement, the Developer shall construct and install, at its own expense, those on-site and off-site improvements required by this Agreement and Exhibits A–I (“the Improvements”). Developer’s obligation to complete the Improvements, shall be independent of any obligations of the Municipality contained herein. Developer further agrees that the property shall be considered Residential for real estate tax purposes beginning with the 2017 tax year.

B. **Contractors Engaged by Developer.**

1. The Developer agrees to engage Contractors/Subcontractors acceptable to Municipal Engineer (all future references to Municipal Engineer shall also include the right to designate entities and/or individuals to act in the Municipal Engineer’s place) for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Municipality’s Municipal Code and standards in performing such work. The Developer shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform not less than seven (7) calendar days, prior to any work by the contractor or subcontractor beginning.
2. The Developer shall comply with Section 66.0903, Wis. Stats., and further acknowledges the Wisconsin Department of Workforce Development may take the position that all infrastructure construction work outlined in a Development Agreement is subject to Section 66.0903, Wis. Stats. If the Department of Workforce Development or any other state agency requires the Municipality to obtain a prevailing rate wage determination the Developer shall take all steps necessary to file the application and also provide the Municipality with any and all records necessary to support the Developer’s position regarding the prevailing wage rate determination. The Municipality shall cooperate with Developer at no cost to Developer in connection therewith. Further, if the Municipality should incur a monetary penalty as a result of Developer's failing to obtain, or contesting the need for, a prevailing wage rate determination, the Developer shall indemnify and hold harmless the Municipality from any such monetary penalties, including any reasonable attorney fees, incurred as a result thereof.

- C. **Municipality Approval of Starting Dates.** The Developer agrees that no work shall be scheduled for the above mentioned Improvements without the Municipal Engineer's approval of starting date and schedule which shall be submitted by the Developer for approval by the Municipal Engineer. No building permits shall be issued until the following approvals have been made by the Municipality.

**[Insert all necessary approvals which are a pre-condition
to issuing building permits.]**

- D. **Change Order to Work.** The Developer agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written Agreements between the Municipality and the Developer.

E. **Acceptance of Work.**

1. The Municipality shall inspect the Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes and, if acceptable to the Municipal Engineer, the Municipal Engineer shall certify such Improvements as being in compliance with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur as soon as possible upon written notice by the Developer to the Municipal Engineer that Developer desires to have the Municipality inspect an Improvement.
2. After the Developer has installed all required Improvements, the Developer shall notify the Municipal Engineer in writing that the work is complete and ready for final inspection. The Municipal Engineer shall inspect the Improvements and forward a letter to the Developer indicating his approval or disapproval. When the Improvements have been approved by the Municipal Engineer, the Municipal Administrator/Clerk-Treasurer shall prepare a final billing for any engineering, inspection, and legal fees remaining due and shall submit it to the Developer for payment. In addition, the Developer and all general contractors and subcontractors shall file lien waivers or affidavits in a form acceptable to the Municipality and approved by the Municipal Attorney, evidencing that there are no claims, actions or demands for damages, arising out of or in any way related to the project and that no moneys are owed to any surveyor, mechanic, subcontractor, materialmen or laborer. When the remaining engineering, inspection and legal fees have been paid and when the necessary lien waivers and affidavits have been filed, a Resolution accepting the Improvements constructed pursuant to this Development Agreement will be prepared and presented to the Village Board for final approval. Upon approval of the Resolution, the Improvements will be accepted by the Municipality. The delay or failure to obtain the Resolution accepting the Improvements will not delay reimbursement to Developer of the costs which the Municipality is responsible for under paragraph (J)(5)(d), below.
3. The sanitary sewer and water main and any respective service lateral shall not be accepted until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk respectively. Further, the water system installation shall not be accepted until bacteriologically safe samples are obtained by a certified agency testing at the Madison Board of Health. The Developer shall be responsible for flushing the main, obtaining the samples and have all tests completed as may be required for the Municipality's acceptance.

4. Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the Village Board.
 5. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct or substantially correct the defect. The Municipality shall not declare a default under this Agreement during the 20 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
- F. **Time of Completion.** All work specified herein, except for the final, finish course of asphalt, will be completed by the Developer within 12 months of commencing construction. The date of commencing construction shall be determined by the Municipal Engineer. The final surface course of asphalt shall be completed at such time as is dictated by sound construction management practices, but likely will be completed in the 2017 construction season.
- G. **Indemnification and Insurance Required of Private Contractors.** The Developer hereby expressly agrees to indemnify and hold the Municipality and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work on the Property and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Municipality or its agents (at no cost to the Municipality or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Municipality.

The Developer shall require all Contractors engaged in the construction of this project to comply with the Municipal requirements pertaining to damage claims, indemnification of the Municipality, and providing insurance coverages that are established by the Municipality. The Developer shall also require Contractors engaged in the construction of this project to provide a current Certificate of Insurance to the Municipal Clerk showing insurance for all statutorily required coverage and naming the Municipality as an additional insured.

- H. **Guarantee of the Work.** The Developer agrees to guarantee and warrant all work performed under this contract for a period of 14 months from the date of substantial completion of the public improvements completed by the Developer under this Agreement against defects in workmanship or materials. If any defect should appear during this guarantee period, the Developer shall make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of Improvements on lands where the repairs or replacement is required. The surety as identified in Section L shall remain in force for a period of time equal to 14 months after the date the public improvements for which the security is provided are substantially completed. Upon substantial completion of the public improvements, the amount of the security the Developer is required to provide shall be an amount equal to 10% of the total cost of the completed public improvements. For purposes of this section, “substantial completion” means the time the binder coat is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, the time that 90% of the public improvements by cost are completed.

All guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Municipality (as beneficiary).

- I. **Compliance with Law.** The Developer shall comply with all relevant laws, ordinances and regulations in effect at the time of this Agreement when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to laws, ordinances and regulations that become effective after approval of this Agreement.

J. **Specifications for Improvements.** The Developer, at its sole expense, shall install the following Improvements consistent with the Exhibit D Plans and Specifications:

1. **Grading, Erosion Control and Barricades:**

The Developer shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each activity. The Developer shall adhere to conditions of the approval and grants the right-of-entry to the Property to designated personnel of the Municipality to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the Wisconsin Construction Site Best Management Practice Handbook.

2. **Sanitary Sewer Facilities and Laterals:**

The Developer shall install sanitary sewer mains and sanitary sewer manholes as required by the Municipal Engineer. Developer shall also install one sanitary sewer lateral to the property line for each lot at a location to be approved by the Municipal Engineer. No installation of underground sewer facilities shall commence until plans and specifications have been approved by the Municipal Engineer and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. The Municipal Engineer shall approve the actual location, size and depth of the sanitary sewer facilities.

3. **Water Mains and Service Pipes:**

The Developer shall install water mains including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all lots within the Project as required by the plans, specifications, and requirements of the Director of Public Facilities, the Municipal Engineer and as approved by the State of Wisconsin Department of Natural Resources, in addition to other approvals required by this Agreement. All materials used shall conform to the Municipal Standard Specifications for Water Main Construction.

4. **Lighting:**

The Developer shall pay for the construction of standard streetlights necessary to serve the platted area which shall be installed in accordance with standard specifications approved by the Director of Public Facilities. The Developer shall also provide ornamental street, pedestrian way and bikeway lighting within the Project, upon consultation with the appropriate electric utility and as required by the Village Board in accordance with standards approved by the Director of Public Facilities.

5. **Streets and Sidewalks:**

- a. The Developer shall install curb and gutter, sidewalks and pavement on "A" Parkway, "B" Street, "C" Circle and "C" Street which serve the Project, to the established standards and/or specifications of the Municipality pursuant to Chapter 83 of the Municipal Code of Ordinances and the attached Exhibit D. Sidewalks 5 feet in width shall be installed along both sides of "B" Street, "C" Circle and "C" Street. Further, the Developer shall install a 10-foot-wide bituminous path along the south side of "A" Parkway. Surface asphalt shall be installed no later than 12 months following substantial completion as that term is defined in this Agreement.
- b. The Developer shall install and pay for, prior to issuance of building permits, traffic control signs and street name signs. The Developer shall also be responsible for the cost of any pavement markings within the Project.
- c. The Developer shall landscape all right-of-way and public land with topsoil, seed and mulch as required by the Municipal Engineer. If any landscaping should die within 1 year of final acceptance of the street improvements, the Developer shall be responsible for replacing the dead landscaping.
- d. Notwithstanding the foregoing or anything else set forth herein, the Municipality is responsible for all costs relating to the construction of "A" Parkway from the connection with the south end of existing Military Road located at the northwest corner of the Glacier Ridge Plat, to a point on the east end of Lot 1 of the Glacier Ridge Plat, as required under the Preannexation Agreement dated September 28, 2015. A preliminary budget of the cost to construct the "A" Parkway is attached hereto as Exhibit "H", and incorporated herein by reference. Costs which the Municipality is responsible for include grading, installation of sanitary sewer, water main, storm sewer, culverts, gas main, electrical distribution, base course, curb

and gutter, sidewalk, asphalt, terrace restoration, street lights, street trees, and associated design/construction and engineering-related services. Monthly after construction commences Developer shall present the Municipality with invoices for the work previously completed for the period of time covered by the invoice. On or before thirty (30) days after receipt of such invoice, the Municipality shall reimburse Developer the amount of the invoice. With the exception of the first invoice, each invoice shall be accompanied by lien waivers from the contractors and suppliers paid out of the previous invoice reimbursed by the Village. After substantial completion of the foregoing work has been obtained, Developer shall audit all final costs and present a copy of such audit to the Municipality for final payment. Surface paving will be completed in the 2017 construction season and one reimbursement request shall be presented to the Village at the end of such work. Developer shall be assigned any warranties relating to such work to the Municipality promptly after completion of the work. Developer shall not be required to provide surety for the value of the work the cost of which is to be paid for by the Village.

6. **Stormwater Management Structures:**

- a. The Developer shall install all storm water management facilities for the Property including related storm water sewers required by Municipal Ordinance and the plans and specifications approved by the Municipal Engineer. Developer and Municipality agree to comply by the terms of the Stormwater Maintenance Agreement attached hereto as Exhibit D.
- b. Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer.

K. **Glacier Ridge Middle School.** In order to accommodate the traffic flow, pedestrian flow, and stormwater management plan for the Project, the Developer and the Municipality are requesting the use of certain property at the Glacier Ridge Middle School from the Middleton Cross Plains School District (“the School”). Developer and Municipality shall cooperate in obtaining the necessary land from the School and in furtherance of obtaining the land necessary, Developer and Municipality agree to construct and install certain improvements to the Property and certain School property (as set forth in the attached Exhibit I). Specifically:

1. Developer shall do the following work:
 - a. Construct and install Driveway Option A from Military Road to the School property to accommodate two lanes of travel.
 - b. Add a left-hand turn lane into the new Option A driveway from north on existing Military Road including vehicle staging area for vehicles.
 - c. Add Sidewalk Option No. 1.
 - d. Add pedestrian island in center of Military Road with RRFB. Align the pedestrian island with Sidewalk Option No. 1. This will require a few feet of sidewalk on the west side of Military Road for definition and access in order to activate the RRFB.
 - e. Add Pedestrian Path Option No. 4. This will include hardscape improvement which will be agreed upon by Developer, Municipality and School. This pedestrian path shall be aligned with sidewalk on the west side of B Street. Developer shall add RRFB for crossing as situations warrant.
 - f. All costs of the work specified in the above paragraphs K(1)(a), (b), (c) and (d) shall be divided 50% to Developer and 50% to the Municipality, with the Municipality's share being paid in accordance with the provisions of paragraph J(5)(d), above. All costs relating to the work described in paragraph K(1)(e) shall be paid solely by Developer.

2. Municipality shall do all of the following work at its cost and expense:
 - a. Create "No Parking" areas on Military Lane around the new turn lane.
 - b. Add Pedestrian Path Option No. 2. Specific hardscape improvements to be determined by the School, Municipality and Developer.
 - c. Add pedestrian island in center of Military Road which will align with Pedestrian Path Option No. 2.
 - d. The entire length of the north side of A Street will be signed as "No Parking, Stopping or Standing at any time."

3. Project Timeline.
 - a. All hardscape improvement and general layout to be determined by Developer, Municipality and school in 2016.
 - b. Final layout to be determined in 2017 after construction has been initiated.
 - c. The construction timeline is as follows:
 - i. The west crossing and Driveway Option A will be constructed at the beginning of construction and as "A" Parkway is built.

- ii. The center crossing will be completed by the beginning of the 2019 school year.
- iii. The east crossing and Pedestrian Path Option #4 shall be completed at the same time the Developer does final paving of “B” Street and “C” Street.

L. **Environmental Issues.** Developer and Municipality acknowledge that environmental testing of the Property has revealed an area of soils that constitute a recognized environmental condition. Developer shall diligently proceed to accomplish any required remediation and obtain a closure or no further action letter from the DNR. As part of the remediation, Developer shall provide Lot 1 and Outlots 1 – 4 of the Property contain no environmental contamination, or are remediated to the Municipality’s satisfaction.

M. **Conveyance to Municipality.**

As part of the development of this Project, Developer shall convey Lot 1 of the Plat to the Municipality consistent with and pursuant to the terms of an Offer to Purchase between Developer and Municipality dated _____.

Municipality understands and agrees that Outlots 1 – 4 are being dedicated to the public as part of this Project. Upon final acceptance of Outlots 1 – 4, Municipality understands and it agrees that it will be solely responsible for the future maintenance of Outlots 1 – 4.

N. **Administration Charges.** The Developer hereby agrees to pay all Municipal legal, engineering, and administrative fees associated with the consideration and approval of the Development, this Agreement, and any other issues associated with this project. Said fees shall be payable to the Municipality within thirty (30) business days of the Administrator/Clerk-Treasurer providing copies of any billing statement to the Developer. If said fees are not paid by Developer in the time schedule set forth, in addition to any other remedies available to the Municipality in law or equity, the Municipality may revoke its acceptance of this Agreement, post stop work orders preventing further construction of required improvements and enjoin the Developer from further construction hereunder until said fees are paid. Any costs incurred by the Municipality in enforcing this obligation shall be paid for by the Developer at the same time and in the same manner as other fees referred to in this article.

O. **Surety.**

1. Prior to recording the final Plat, the Developer agrees to furnish the Municipality with either a performance bond or an irrevocable letter of credit in the minimum amount of \$_____, to secure performance of this Agreement. The surety shall remain in full force and effect throughout all Improvements being constructed and for 14 months following substantial completion (as that term is defined in Section H) of the Improvements.

The surety shall be in an form acceptable to the attorney for the Municipality, payable to the Municipality at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the Municipality is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized Municipality official stating that the Developer is in default under this Agreement; and (iii) the original of the surety. The surety shall not be cancelled or revoked by Developer without the written consent of the Municipality.

2. As work progresses on installation of Improvements constructed as part of the Agreement, the Municipal Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the surety as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, greenway or other Improvements) are completed by the Developer, and approved by the Municipal Engineer, the Municipality shall, upon submission of lien waivers by the Developer's contractors, reduce the amount of the surety.

Upon acceptance by the Municipality of the Improvements constructed as part of this Agreement, the Municipality agrees to reduce the surety to an amount deemed adequate by the Municipal Engineer to secure performance of the guarantee described in this Agreement, which amount shall not exceed 10% of the original amount.

- P. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement no vested rights in connection with this project shall inure to the Developer. Nor does the Municipality warrant by this Agreement that the Developer is entitled to any other approvals required.

- Q. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this Agreement be deemed a waiver of any default or defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.
- R. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Developer.
- S. **Default.** A default is defined herein as the breach of, or failure to comply with, any of the terms of this Agreement by Developer. The Municipality reserves to itself any remedies to it available under law. Remedies shall include, but not be limited to, stopping the construction on the Property, prohibiting future construction on the Property and prohibiting the transfer or sale of the Property.
- T. **Entire Agreement.** This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer, and the Municipality.
- U. **Attorney's Fees.** If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the non-prevailing party in the litigation, arbitration, or mediation shall pay all of prevailing party's costs including reasonable attorney's fees and expert witness fees.
- V. **Time.** For the purpose of computing the commencement, abandonment, and completion periods, and time periods for Municipality action, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Municipality from performing its obligations under the Agreement.
- W. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

- X. **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Municipality. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Municipality to assign its rights under this Agreement.

- Y. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Municipality's sovereign immunity under applicable law.

- Z. **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U. S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:	VH Cross Plains, LLC Attn: Jeff Rosenberg 6801 South Towne Drive Madison, WI 53713	
If to Municipality:	Village of Cross Plains Attn: Matthew G. Schuenke 2417 Brewery Road Cross Plains, WI 53528	Paul A. Johnson, Village Attorney P. O. Box 256 Lodi, WI 53555

- AA. **Recordation.** The Municipality may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds office. All cost of recording shall be paid by the Developer.

- BB. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Columbia County. The parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal.

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

**VILLAGE OF CROSS PLAINS
DANE COUNTY, WI**

VH CROSS PLAINS, LLC

By: _____
J. Patrick Andreoni,
Village President

By: _____
Jeff Rosenberg,
Authorized Representative

Attest: _____
Matthew G. Schuenke,
Administrator/Clerk-Treasurer

AUTHENTICATION

Signatures of J. Patrick Andreoni, Matthew G. Schuenke,
and Jeff Rosenberg in their capacities indicated,
authenticated on this ___ day of _____, 2016.

Paul A. Johnson
SBN: 1021492
TITLE: MEMBER, STATE BAR OF WISCONSIN
(If not, _____,
authorized by Wis. Stat. §706.06)

This Instrument was drafted by:
Village Atty. Paul A. Johnson
P. O. Box 256
Lodi WI 53555

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- highway system if the land owned or controlled by the subdivider abuts on a state trunk highway or connecting street.
- (4) The Village Comprehensive Plan, Chapter 84 of this Code, the Official Map as adopted under Section 62.23, Wis. Stats., and all other applicable adopted ordinances, regulations, standards, policies and plans of the Village of Cross Plains.
- (b) All final plats shall be recorded within the time limits specified in Section 236.25, Wis. Stats., and:
- (1) Failure to record the final plat within 36 months after the first approval shall require the subdivider to resubmit a preliminary plat pursuant to this chapter and pay all fees required under this chapter.
 - (2) Failure to record the final plat within 12 months after the date of the last approval of the plat shall require the subdivider to resubmit a final plat pursuant to this chapter and pay all fees required under this chapter.
 - (3) All resubmissions of preliminary plats or final plats under this subsection shall be treated as new and independent preliminary or final plats, and no approval of a previous preliminary or final plan shall be binding upon the Plan Commission or Village Board even if such plat is unchanged.
 - (4) No building permits shall be issued and no improvements may be made until the final plat is properly recorded and all other requirements have been met.

SECTION 83.11 Agreement and Security for Improvements.

- (a) **Agreement.** Before any final plat or Certified Survey Map is approved, the subdivider shall enter into an agreement with the Village wherein the subdivider agrees that the subdivider shall make and install any public improvements reasonably necessary or that the subdivider execute a surety bond as set forth in (b) below to ensure that he or she will make those improvements within a reasonable time. The subdivider may construct the project in such phases as the Village Board approves, which approval may not be unreasonably withheld. If the subdivider's project will be constructed in phases, the amount of any surety bond or other security required by the Village Board shall be limited to the phase of the project that is currently being constructed. The Village Board may not require that the subdivider provide any security for improvement sooner than is reasonably necessary before the commencement of the installation of the improvements.
- (b) **Security for Performance Required.**
- (1) To guarantee the satisfactory installation of the required improvements and as a condition of approval of the plat or certified survey map, the subdivider shall furnish to the Village an irrevocable letter of credit in a form acceptable to the Village and in an amount equal to 125% of the estimated cost of all required improvements as determined by the Village Engineer.

Where staging is permitted, the amount and duration of the security shall be determined in accordance with Subsection (a) above.

- (2) When the security is furnished to insure the construction of required improvements within the extraterritorial jurisdiction of the Village, it may name the town and Dane County, or either of them, in addition to the Village, as obligees, payees, or beneficiaries.
- (3) The security deposit shall guarantee that all required improvements will be made and installed according to the agreement with the Village and Village specifications by the subdivider or its contractors by a date as required in the agreement with the Village.
- (4) The security deposit shall be used, applied and released pursuant to Section 83.113.

SECTION 83.12 Reservation and Dedication of Land and Park Improvement.

- (a) **Dedication of Public Ways.** Whenever a tract of land to be subdivided embraces all or any part of a street, drainageway or other public way that has been designated in the Comprehensive Plan or the Official Map of the Village, the public way shall be dedicated as such on the face of the plat or certified survey map. Lands dedicated under this subsection shall not satisfy the park dedication requirements in Subsection (b) below unless found suitable for such purpose by the Village Board.
- (b) **Parkland Dedication and Fees in Lieu of Dedication.** The Village has adopted a Parks and Recreation Plan that quantifies the lands and fees that shall be dedicated and paid by a subdivider for the Village to continue to provide an adequate level of park and recreational facilities. The land dedication and fee in lieu of land dedication requirements in this section are derived from the Parks and Recreation Plan.
 - (1) Where the Village Board determines that suitable land is available within the proposed subdivision or land division, the subdivider shall dedicate land to be used for active park purposes (neighborhood and community parks) and for conservancy park purposes (conservancy parks and trails and linear parkways). Public ways and stormwater management facilities shall not be used to satisfy the parkland dedication requirements of this Section. The amount of such land shall be rationally related to the need for such parks that will be created by the subdivision or land division. Each proposed residential dwelling unit within the land division or subdivision shall be presumed to create a need for a minimum of 1,455 square feet of land for active park purposes and 3,359 square feet of land for conservancy park purposes. If the land to be divided may be used for multifamily housing, then the dedication shall be based upon the maximum number of dwelling units which the zoning classification allows, unless the subdivider commits to a definite number of dwelling units, in which case the dedication shall be

DRAFT

**Materials Management Plan
Request for Expedited Exemption
Proposed Redevelopment at a Historic Fill Site
2504 Military Road
Village of Cross Plains
Dane County, Wisconsin**

**SECTION 1.0
BACKGROUND AND PURPOSE**

On behalf of VH Cross Plains, LLC (VH) and the Edith Buechner family (Buechner), we are submitting a Materials Management Plan along with a request for an Expedited Exemption Application for Development at a historic fill site for a property located at 2504 Military Road, Village of Cross Plains, Dane County, Wisconsin. Site location maps are presented as Attachment 1.

The 39.50 acre former farmstead Property is currently owned by the Buechner family. VH is in the process of purchasing the Property for mixed single family residential and municipal development. After property acquisition, VH is considering selling a portion of the property to the Village of Cross Plains (Village) which includes the subject area of this submittal.

IverTech LLC (IverTech) completed Phase I and Phase II Environmental Site Assessment (ESA) activity for the site in December 2015 and January 2016 for VH as part of acquisition due diligence. Copies of the Phase I and Phase II ESA will be provided upon request. The Property was undeveloped farm land with buildings at the time of the Phase I and II ESAs. The Phase I and II ESA identified a former gravel pit (Site) as a *recognized environmental condition*. The Site is located in the northcentral portion of the Property (see location maps) that reportedly had been filled with mostly clean soil, boulders, and some limited quantity of solid waste which was burned and other non hazardous farm related waste. This information was confirmed as part of Phase II ESA test pit and soil sampling activity at the Site. The Phase I ESA report noted the Site was observed in the 1937 air photo as a possible fill area but was likely filled in prior to 1948 (Owner Interview revealed the Site was filled prior to the Buechner's taking title in 1948). The 1955 air photo shows the Site was no longer observable.

Site soil sampling of what appeared to be a limited quantity of regulated waste materials (municipal solid waste) identified as part of Phase II ESA activity revealed low level, but greater than groundwater RCLs, exceedances for lead and arsenic (although the values for arsenic were within the threshold background levels).

*IverTech LLC
2880 Jonathan Circle
Madison, WI 53711*

The Phase I ESA portion of the report concluded that the Site represented a *Recognized Environmental Condition* and the Phase II portion confirmed a release of hazardous substances had occurred and noted that the Owner of the Property was obligated to report the results to the DNR.

On February 17, 2016 the Owner reported the release to the DNR and a BRRTS number 02-13-576814 was established. The responsible party letter was sent on February 29, 2016. The BRRTS website for the Site noted “substances” of concern included lead and arsenic in soils.

Buechner, VH, and the Village have held discussions regarding the best approach to address the regulatory and site development issues associated with the Site. It was agreed that VH would take the lead in addressing regulatory and site redevelopment issues to include obtaining a permit such that the regulatory obligations and associated costs could be quantified prior to VH taking title.

In addition, IverTech, representing VH, has held preliminary discussions with DNR personnel on possible approaches to address regulatory concerns with the Site. Gaining a permit to develop on a former fill area to include a plan to address the management of fill materials at the Site was one identified approach. VH subsequently authorized IverTech to proceed with pursuing a permit to develop on a former fill site as the preferred approach.

The purpose of this submittal therefore is to provide the DNR with an approvable plan to remove, process, properly manage the fill materials in the Site, and place engineered fill back into the excavation such that the DNR will issue a permit to redevelop the Site to include a possible Village of Cross Plains structure.

Completed forms for the expedited Application, Forms 4400-226 and 4400-226 A, are attached as is the required processing fee.

SECTION 2.0

SUMMARY OF SITE INVESTIGATION

Phase II ESA test pit investigation activity (seven test pits) by IverTech on December 30, 2016 (see ESA report) revealed:

- The oblong Site footprint measures about 125 feet east-west and about 90 feet north-south. Fill depths vary from about two feet on the perimeter to about 16-17 feet in the middle.
- The composition consists mostly of silty clay soils, with many large rocks and small boulders, with lesser quantities of ash residuals (glass, metal, and cinders), some clean demolition fill (bricks, clay tile), and some discarded metal farm implement parts scattered throughout. There were no indications of potential substances of elevated

environmental concern such as paint containers, 5 gallon metal containers, petroleum storage tanks, batteries, pesticides (probably none used in the vicinity given the pre 1940's time frame) or other obvious sign of elevated concern. The majority of the ash and other solid waste residuals appear to be located in the southern portion of the Site at depth.

- Soil sampling results obtained from six soil samples collected from the areas of highest environmental concern (ash and cinders in areas where solid waste appeared to have been burned) revealed below detection for volatile organic compounds (VOC) at all sampling locations. However groundwater RCL exceedances for barium and lead were identified at three locations and low level PAH exceedance at two locations.

The above results suggest there is limited quantity of municipal solid waste residuals that appear to have exceeded regulatory groundwater protection standards. The investigation further suggests the ash is localized and thus it appears reasonable that the fill material could be separated from clean soils and rocks and small boulders with reasonable effort.

A preliminary estimate of total in place fill material is about 3,000 cubic yards.

SECTION 3.0 PROCESSING PLAN

Based on discussions with interested parties and regulatory personnel, it is concluded that the fill material will require removal if redevelopment plans include building structures on the Site for both regulatory and geotechnical reasons.

It is also concluded that regulated solid waste material removed from the Site will require disposal at a licensed sanitary landfill or recycled or otherwise managed in accordance with applicable regulations (clean metal and tires for example). It is further concluded there is a significant quantities of non regulated solid waste (clean soil, boulders, rocks, etc) and exempt clean fill materials as defined in NR 500.08 (2) at the Site.

To purpose of this section is to provide the technical guidance on how to segregate and properly manage the various types of materials as part of a fill processing plan.

Fill Material Types and Final Use

Fill types designated include:

Type 1-Clean soil which includes soils substantially free from other material types. This material will have no restriction on final use. This material may temporarily be stockpiled at the Site and may be placed back in the excavation as engineered fill following removal of the fill material.

Type 2-Rocks and boulders. All or portions of the rocks and boulders may be temporarily stockpiled at the Site and may be placed back in the excavation as engineered fill following removal of the fill material or otherwise placed on the Property except for single or multi family home sites.

Type 3-Clean demolition fill-This material, substantially free of Type 4 material, includes material designated in NR 500.08 as clean fill such as brick, building stone, non painted concrete, pavement, untreated or unpainted wood. It will be managed in accordance with the NR 504 Performance Standards. The material may be disposed of on the non residential portion of the Property or hauled to an off the Property "clean fill" site.

Type 4-Regulated solid waste-This material, which includes ash, cinders, glass, putrecible material, painted concrete, treated or painted wood, will be hauled to a licensed landfill.

Type 5-Metal and other recyclables-This material will include recyclable metal and tires and other materials substantially free of Type 4 material that a landfill may not accept. Given the years the fill was placed (1930's to early 1940s) and burned there likely will not be any plastics and the quantity of glass will likely be limited. A dedicated container (dumpster) will be provided if necessary at the Site to place the recyclable materials until the project is complete. The metals will be delivered to a scrap metals recycler and the tires will be managed as required by regulations.

Fill Removal Plan

While the means and methods may vary somewhat due to capabilities of the selected contractor, the following summarizes the basic procedures to be followed in excavating, processing, separating, and final disposal of the various fill types.

Item 1-Oversight

A key component of the project will be the oversight provided by an environmental professional experienced in such activity to guide contractor activities. The Professional will direct the removal and processing activities. The Professional will also assist in arrangements for final placement of the material.

Item 2-Equipment

While there will likely be some variation in equipment used, depending on the selected contractor, experience suggests that the equipment will include a tracked dozer, backhoe excavator, skid steer loader, static screen, end loader, and haul trucks.

Item 2-Fill Removal

Based on site investigation results and previous experience, the project will start using a dozer or

excavator to strip and separately stockpile the topsoil and about 2 foot of cover material.

The excavator will then be directed to remove fill materials in 1-2 foot lifts, such that the fill material can be classified laterally and removed according to the fill types noted above.

The excavation will proceed vertically until native soils are encountered.

Item 3-Static Screen

A 6-inch static screen or equal will be available to separate fill materials by size. Based on investigation information and experience with other projects, there will be a significant quantity of Type 2 and Type 3 material removed from the fill using this process. The fill will be removed as noted above such that Type 2 and Type 3 material can be segregated from Type 1 and Type 4 materials and Type 1 and Type 4 materials can thus remain separate. An end loader or skid steer will be used to remove and separately manage Type 1 material from Type 4 material following the screening process.

Experience suggests the material rejected by the screening will likely require some hand labor to remove and segregate rocks and boulders from metal, wood, plastics (if any), bricks and concrete.

Final Use

Type 1 and Type 2 material may be used as engineered fill to replace the remove fill at the Site. The material will be placed in vertical lifts and compacted as directed by a professional geotechnical engineer. Type 2 material deemed too large to meet the specifications for engineered fill will either be disposed of on the Property at a location that will not be developed as private residential lots or off the Property at a "clean fill" site.

Type 3 Material may be disposed on the Property at a location that is not on a private residential lot or off the Property at a "clean fill" site.

Type 4 Material will be disposed of at a licensed landfill.

Type 5 Material will be recycled to the extent practical or otherwise manage in accordance with applicable regulations.

Site Restoration

Following the removal of the fill material the Site will be restored by placement of engineered fill from the Site or known clean fill borrow source as directed by a professional geotechnical engineer under the assumption the Site will likely be developed with a building structure. If the structure is planned for in the future, the Site will be graded to drain with a minimum 2% slope and topsoiled and seeded with native grasses.

SECTION 4.0

DOCUMENTATION

The results of the fill removal, processing, final disposal activities will be summarized in an engineering document that will include a summary of fill materials removal, processing, and site restoration activities. Estimated Quantities of the various fill types and their final disposition will be documented.

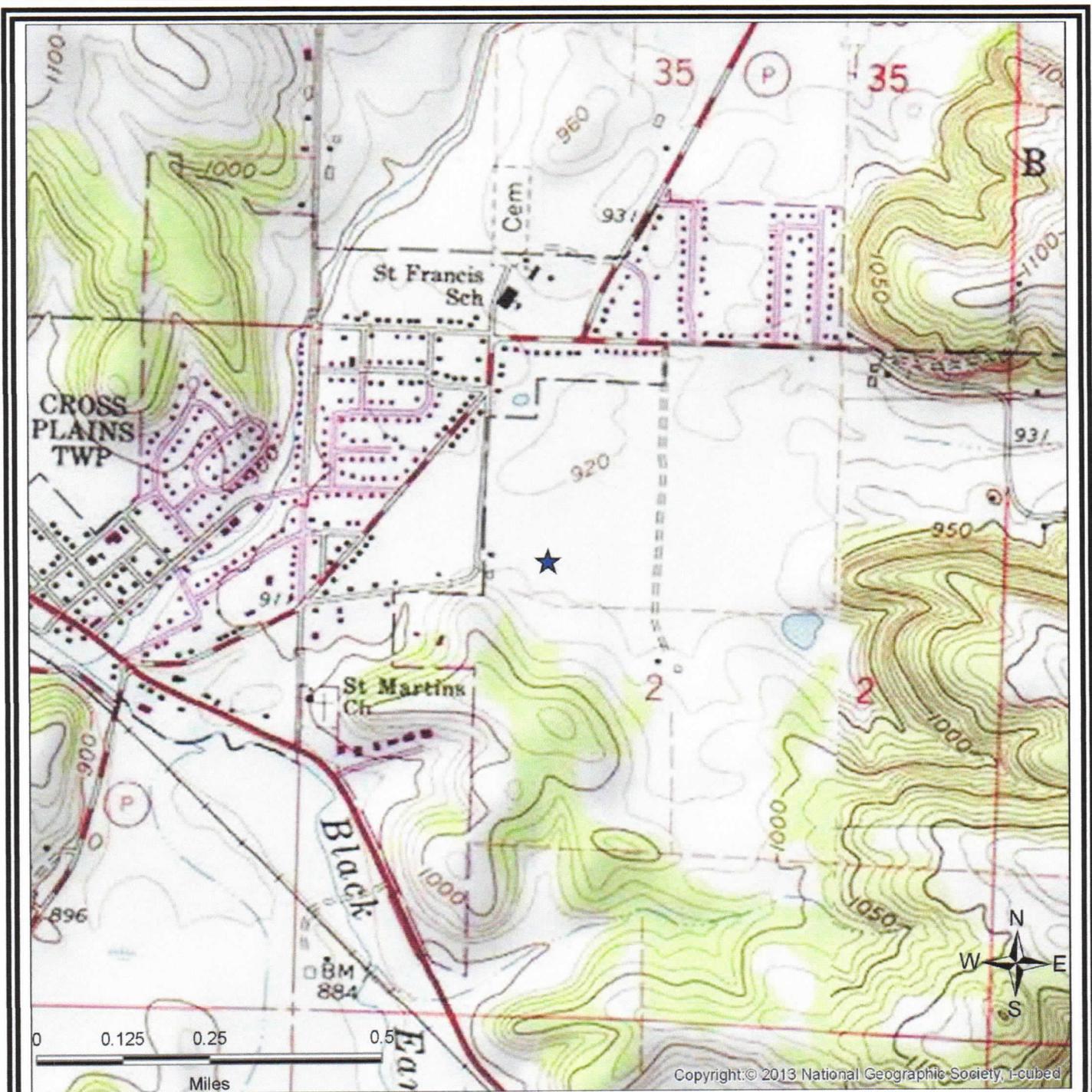
SECTION 5.0

SUMMARY AND CONCLUSIONS

There were no VOCs identified in the limited quantity of municipal waste (Type 4 Material) disposed at the Site likely because the waste was burned over 75 years ago and there was no obvious sign of other VOC sources. The exceedances for metals are likely due to the concentration of the combusted municipal waste (ash). Type 4 and Type 5 fill materials will be removed and disposed of at a sanitary landfill or otherwise managed in accordance with applicable regulations as part of the proposed plan. There is limited quantity of other organics such as wood (Type 3 fill material) that could generate some methane gas and that material will be removed as well. As such the likely contaminant sources and potential methane producing source materials will be removed from the Property and the environmental concern and environmental risks thus addressed. The site will be restored for future development.

We therefore conclude the proposal represents a technically sound and environmentally responsible approach to addressing identified environmental concerns. As such, we feel the request for permit should be granted by the DNR.

ATTACHMENT 1



SITE LOCATION TOPOGRAPHIC MAP

U.S. Geological Survey. Cross Plains Quadrangle, 7.5 Minute Series

Ivertch LLC.	2504 Military Road Cross Plains, WI	FIGURE: 1 JOB: 2104660858 DATE: 1/12/2016
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BORING EXHIBIT
FORMER GRAVEL PIT

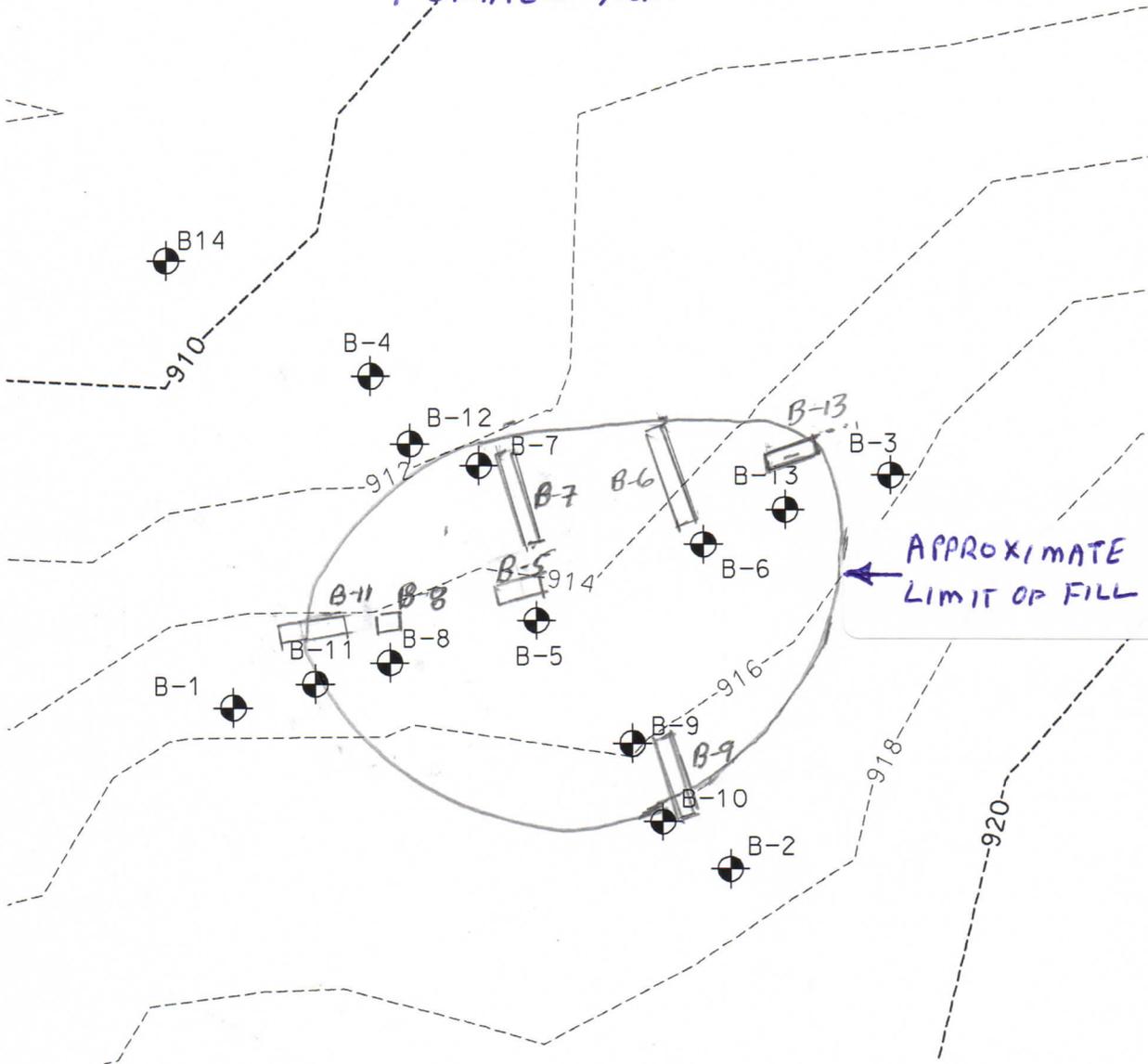


FIGURE 1
TEST PIT LOCATIONS
LIMIT OF FILL
BUECHNER SITE



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



Scale 1" = 40'

BY IVERTECH LLC
JAN 21, 2016

DATE: 01-11-16

F.N.: 15-07-123

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Middleton-Cross Plains Area School District, a common school district organized under the laws of the State of Wisconsin located in Dane County, Wisconsin, and whose address is 7106 South Avenue, Middleton, Wisconsin (“District”) and the Village of Cross Plains, a municipal corporation located in Dane County, Wisconsin, and whose address is 2417 Brewery Road, Cross Plains, Wisconsin (“Village”). The parties may be referred to herein collectively as the “Parties.”

WHEREAS, the District and the Village are parties to a Memorandum of Understanding dated the 22nd day of June, 2015, concerning the Satisfaction of Conditional Use Permit Traffic Study Requirement (“the Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, the District is to contribute a maximum of \$7,000.00 toward the cost of a traffic study being completed by the Village of the County Highway P corridor in the Village in order to assess the impact of future development in the Village affecting County Highway P; and

WHEREAS, the Village has informed the District of a development project taking place near the Glacier Creek Middle School in the Village of Cross Plains which will affect that part of Military Road which provides ingress and egress to the Glacier Creek Middle School; and

WHEREAS, the District and the Village have reached an agreement regarding the improvements to be made to Military Road (“the Improvements”) in order to further the residential development of lands adjacent to the Middle School and also to provide

adequate ingress and egress to the Middle School, and have also negotiated a cost sharing agreement for the Improvements.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein set forth, it is understood and agreed as follows:

1. The Village shall take all steps necessary to arrange for the construction of the following improvements to Military Road and the area between the Glacier Creek Middle School property and the future development in accordance with Exhibit A which is attached hereto and incorporated by reference:

A. West Location

- Reconstruct to configuration in Driveway Option A accommodating two lanes of travel.
- Add Sidewalk Option #1 (blue line).
- Add left hand turn lane into new driveway from north on existing Military Road including vehicle staging area for 4 vehicles. Creating no parking areas as is appropriate around the new turn lane. Measurements to be verified.
- Add pedestrian island in center of road with RRFB. Align with Sidewalk Option #1 (blue line). Will need to include at least a few feet of sidewalk on west side of Military Road for definition and access to activate the RRFB.
- The improvements for the West Location will be constructed at the beginning of the construction for the Development and as “A” Parkway is built. The construction of the West Location will be completed so as to not adversely affect the flow of vehicle traffic during the school year.

B. Central Location

- Add pedestrian path Option #2 (orange line). Specific hardscape improvement to be determined.
- Add pedestrian island in center of road. Align with pedestrian path Option #2 (orange line).
- North side of street will be signed “no parking, stopping, or standing”. If at some point in the future a sidewalk is deemed necessary on the north side of the street, the District shall not be held financially responsible for its installation.
- Project Timeline:
 - Hardscape improvement and general layout to be determined in 2016.

- Final layout to be determined in 2017 post-construction.
- Planning/design for improvement, as needed, in 2018 subject to review and approval by the District.
- Improvements will be installed before the beginning of school year in 2018. By mutual agreement between the Village and District, this work may be delayed by a period of not more than one year.

C. East Location

- Add pedestrian path Option #4 (red line). Specific hardscape improvement to be determined.
 - Shorten route to make access to school more direct. Allow for future connectivity to the east.
 - Align with sidewalk on the west side of B street. Add RRFB for crossing as situation warrants.
 - The improvements for the East Location will be constructed at the same time the Developer does the final paving of “B” Street and “C” Street.
2. The District shall contribute \$7,000.00 toward the costs of the West and Central Locations as set forth in Section 1(A)-(B) of this agreement. The Village shall submit an invoice for \$7,000.00 to the District upon completion of the improvements. The Village is responsible for all costs in excess of the District’s \$7,000.00 contribution.
 3. The District and the Village agree that the funds required to be paid by the District as set forth in Section 2 above shall be in lieu of the funds required to be paid by the District pursuant to the terms of the June 22, 2015 Agreement.
 4. Upon execution of this MOU, the terms of the June 22, 2015 Agreement shall terminate and be of no further legal effect. The Village shall be solely responsible for any and all costs associated with the traffic study along and through the Highway P corridor and shall not seek further contribution from the District.
 5. The parties acknowledge that additional parties may be contributing to the Improvements planned for Church Street (County Highway P), Military Road, and “A” Parkway in the future. Financial contribution by additional parties for these Improvements will be subject to separate agreement.
 6. The District agrees to approve as presented the following:
 - A Temporary Limited Easement (TLE) between the Village and District to be used for grading the storm water basin; and

- A quit claim deed from the District to the Village for street right-of-way purposes.
7. No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of the parties.
 8. The MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.

In witness whereof, the parties hereto have set their hands as of the 23rd day of May, 2016.

VILLAGE OF CROSS PLAINS

By: _____
J. Patrick Andreoni, President

By: _____
Matthew G. Schuenke, Clerk

MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT

By: _____
Authorized Signature

Name

Title

Date



May 23, 2016

Pre-Sale Report for

Village of Cross Plains, Wisconsin

\$1,785,000 General Obligation Corporate Purpose
Bonds, 2016A

Prepared by:

James A. Mann, CIPMA
Senior Municipal Advisor/Director

And

Michael C. Harrigan, CIPMA
Senior Municipal Advisor/Chairman

And

Greg Johnson, CIPMA
Senior Municipal Advisor/Vice President



Executive Summary of Proposed Debt

Proposed Issue:	\$1,785,000 General Obligation Corporate Purpose Bonds, 2016A
Purposes:	<p>The proposed issue includes financing for the following purposes: Planning, Streets, Stormwater Management, Park Equipment, Park Facilities, property acquisition, sewer and water system improvements</p> <ul style="list-style-type: none"> • Debt service will be paid from a combination of ad valorem property taxes and utility revenues.
Authority:	<p>The Bonds are being issued pursuant to Wisconsin Statute:</p> <ul style="list-style-type: none"> • 67.04 <p>The Bonds will be general obligations of the Village for which its full faith, credit and taxing powers are pledged.</p> <p>The Bonds count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Bonds, the Village's total General Obligation debt principal outstanding will be approximately \$10.9 million, which is 61% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$6.7 million.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 20 year term. Principal on the Bonds will be due on June 1 in the years 2017 through 2036. Interest is payable every six months beginning June 1, 2017.</p> <p>The Bonds maturing on and after June 1, 2025 will be subject to prepayment at the discretion of the Village on June 1, 2024.</p>
Bank Qualification:	<p>Because the Village is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the Village will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>We recommend selling this issue non-rated as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. For a larger bond issue, or a longer term bond issue, a rating might broaden the market for the Bonds and result in an overall reduction in interest costs.</p>
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds based on:</p> <ul style="list-style-type: none"> • The expectation this form of financing will provide the overall lowest



	<p>cost of funds while also meeting the Village’s objectives for term, structure and optional redemption. A comparison of financing options was run utilizing the State Trust Fund Loan Program, which would yield a AIC cost of 3.57% versus the estimated open market sale AIC of 2.89%. This option would result in excess of \$100,000 of additional interest expense.</p> <ul style="list-style-type: none"> • The Village having adequate General Obligation debt capacity to undertake this financing for the Village projects and the utility projects. • Undertaking a financing for the utilities at the levels of borrowing would be cost prohibitive.
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the Village, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.25000% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. We anticipate using any premium amounts received to reduce the issue size.</p> <p>The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the Village’s objectives for this financing.</p>
<p>Other Considerations:</p>	<p>The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes</p>



	a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the Village's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	Because the Village has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities/tax credit securities, the Village must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you. We also recommend that you establish written procedures regarding compliance with IRS rules.
Risk Factors:	GO with Planned Abatement: The Village expects to abate a portion of the Village debt service with water utility revenues and sewer utility revenues. In the event these revenues are not available, the Village is obligated to levy property taxes in an amount sufficient to make all debt payments.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like



	<p>to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Quarles & Brady LLP</p> <p>Paying Agent: Bond Trust Services Corporation</p>
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This presale report summarizes our understanding of the Village’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the Village’s objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by Village Board:	May 23, 2016
Distribute Official Statement:	June 17, 2016
Village Board Meeting to Award Sale of the Bonds:	June 27, 2016
Estimated Closing Date:	July 21, 2016

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule & Tax Impact

Ehlers Contacts

Municipal Advisors:	James Mann	(262) 796-6162
	Michael Harrigan	(262) 796-6165
	Greg Johnson	(262) 796-6168
Disclosure Coordinator:	Sue Porter	(262) 796-6167
Financial Analyst:	Kathy Myers	(262) 796-6177

The Official Statement for this financing will be mailed to the Village Board at their home address or e-mailed for review prior to the sale date.



Village of Cross Plains

2016 Financing Execution and Plan

	Preliminary Planning	
	GO Bonds (Preferred Option)	Cash Financing (Preferred Option)
2015 Projects		
Street Projects	835,000	
Police Vehicle		33,750
Parks & Recreation Facilities	601,500	
Park Equipment		32,500
Public Works Equipment		14,000
Planning Services - Streets	20,000	29,000
Stormwater Mgmt Plan	15,000	
Equipment		
Sewer Projects	125,000	
Water Projects	125,000	
Less Funds on Hand		(109,250)
Issuance Expenses		
Financial Advisor	20,000	0
Advance Refunding Costs	0	0
Paying Agent (BTSC)	675	0
Discount Allowance Per \$1,000 Bond	22,313	0
Bond Counsel	12,000	0
Issuance Contingency	7,200	
	\$10.00	
Total Capital Required	1,783,688	0
Interest Earned	(1,104)	0
Rounding	2,416	0
Net Bond Size	1,785,000	0

Sizing Allocation - Preferred Option				
	Capital	Percent	Gross	Rounded
Streets	855,000	49.67%	886,538	890,000
Parks	601,500	34.94%	623,687	620,000
Planning	0	0.00%	0	0
Sewer	140,000	8.13%	145,164	145,000
Water	125,000	7.26%	129,611	130,000
TID	0	0.00%	0	
Total	1,721,500		1,785,000	1,785,000
				TRUE

Village of Cross Plains, WI



2016 Preferred Option

Year	Existing Tax Levy	1-Jun						Total New Gross Payments	Less:			Equalized Value			Year	
		General	Sewer	Water	Total Principal	Rate	Interest		Sewer	New Offsets Water	TID	Tax Levy	Tax Base	Tax Rate		
2016	857,855							857,855				857,855	335,977,600	2.55	2016	
2017	873,994	45,000	10,000	20,000	75,000	1.15%	52,921	1,001,915	(13,307)	(23,310)		965,298	337,657,488	2.86	2017	
2018	825,817	45,000	10,000	15,000	70,000	1.30%	37,880	933,697	(12,195)	(17,090)		904,412	339,345,775	2.67	2018	
2019	758,042	55,000	10,000	20,000	85,000	1.40%	36,830	879,872	(12,138)	(21,975)		845,760	342,739,233	2.47	2019	
2020	740,266	75,000	10,000	15,000	100,000	1.50%	35,485	875,751	(12,015)	(16,763)		846,973	346,166,626	2.45	2020	
2021	711,081	80,000	10,000	10,000	100,000	1.60%	33,935	845,016	(11,880)	(11,525)		821,611	349,628,292	2.35	2021	
2022	685,985	80,000	15,000	10,000	105,000	1.70%	32,243	823,228	(16,735)	(11,273)		795,220	353,124,575	2.25	2022	
2023	438,576	75,000	15,000	10,000	100,000	1.95%	30,375	568,951	(16,099)	(10,733)		542,120	356,655,820	1.52	2023	
2024	403,734	75,000	15,000	10,000	100,000	1.95%	28,425	532,159	(15,806)	(10,538)		505,815	360,222,379	1.40	2024	
2025	344,480	75,000	15,000	10,000	100,000	2.20%	26,350	470,830	(15,495)	(10,330)		445,005	363,824,602	1.22	2025	
2026	0	75,000	15,000	10,000	100,000	2.20%	24,150	124,150	(15,165)	(10,110)		98,875	367,462,848	0.27	2026	
2027	0	75,000			75,000	2.20%	22,225	97,225				97,225	371,137,477	0.26	2027	
2028	0	75,000			75,000	2.35%	20,519	95,519				95,519	374,848,852	0.25	2028	
2029	0	75,000			75,000	2.35%	18,756	93,756				93,756	378,597,340	0.25	2029	
2030	0	75,000			75,000	2.55%	16,919	91,919				91,919	382,383,314	0.24	2030	
2031	0	75,000			75,000	2.55%	15,006	90,006				90,006	386,207,147	0.23	2031	
2032	0	75,000			75,000	2.80%	13,000	88,000				88,000	390,069,218	0.23	2032	
2033	0	100,000			100,000	2.80%	10,550	110,550				110,550	393,969,910	0.28	2033	
2034	0	100,000			100,000	3.05%	7,625	107,625				107,625	397,909,610	0.27	2034	
2035	0	100,000			100,000	3.05%	4,575	104,575				104,575	401,888,706	0.26	2035	
2036	0	80,000	20,000	0	100,000	3.05%	1,525	101,525				101,525	405,907,593	0.25	2036	
TOTAL	6,639,831	1,510,000	145,000	130,000	1,785,000		469,293	8,894,124	(140,835)	(143,645)	0	8,609,645				
		Total Borrowing Cost						2,254,293								

Rates based on Rhinelander + 30 bps

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

An initial resolution authorizing General Obligation Bonds in an amount not to exceed \$890,000 for Street Improvement Projects

RESOLUTION NO. 06-2016

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

BE IT RESOLVED by the Village Board of the Village of Cross Plains, Dane County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$890,000 for the public purpose of financing street improvement projects.

This resolution shall take effect upon its passage.

Dated this 23rd day of May, 2016.

Village of Cross Plains:

Attest:

By: _____

By: _____

J. Patrick Andreoni
Village President

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

(SEAL)

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

An initial resolution authorizing General Obligation Bonds in an amount not to exceed \$620,000 for Parks and Public Grounds Projects

RESOLUTION NO. 07-2016

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

BE IT RESOLVED by the Village Board of the Village of Cross Plains, Dane County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$620,000 for the public purpose of financing parks and public grounds projects.

Adopted, approved, and recorded May 23, 2016.

Village of Cross Plains:

Attest:

By: _____

J. Patrick Andreoni
Village President

By: _____

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

(SEAL)

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

An initial resolution authorizing General Obligation Bonds in an amount not to exceed \$145,000 for Sewerage Projects

RESOLUTION NO. 08-2016

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

BE IT RESOLVED by the Village Board of the Village of Cross Plains, Dane County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$145,000 for the public purpose of financing sewerage projects.

Adopted, approved, and recorded May 23, 2016.

Village of Cross Plains:

Attest:

By: _____

J. Patrick Andreoni
Village President

By: _____

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

(SEAL)

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

An initial resolution authorizing General Obligation Bonds in an amount not to exceed \$130,000 for Water System Projects

RESOLUTION NO. 09-2016

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

BE IT RESOLVED by the Village Board of the Village of Cross Plains, Dane County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$130,000 for the public purpose of financing water system projects.

Adopted, approved, and recorded May 23, 2016.

Village of Cross Plains:

Attest:

By: _____
J. Patrick Andreoni
Village President

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

(SEAL)

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution providing for the sale of \$1,785,000 General Obligation Corporate Purpose Bonds

RESOLUTION NO. 10-2016

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

WHEREAS on May 23, 2016 the Village Board of the Village of Cross Plains, Dane County, Wisconsin (the "Village") adopted initial resolutions authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts:

\$890,000 to finance street improvement projects;

\$620,000 to finance parks and public grounds projects;

\$145,000 to finance sewerage projects; and

\$130,000 to finance water system projects.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds" (the "Bonds"). The Village shall issue Bonds in an amount not to exceed \$1,785,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with the Village's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the Village Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2 12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Village Board shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved, and recorded May 23, 2016.

Village of Cross Plains:

Attest:

By: _____

J. Patrick Andreoni
Village President

By: _____

Matthew G. Schuenke
Village Administrator/Clerk-Treasurer

(SEAL)

VILLAGE OF CROSS PLAINS

Position Description

Department:	Parks and Recreation		
Job Title:	<i>Parks Maintenance</i>		
Reports to:	Director of Parks and Recreation	Supervises	None

Status:	At Will	Position Type:	Full-time	Hours:	40 / week	FLSA:	Non-Exempt
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GENERAL DESCRIPTION

This position provides maintenance, repair, construction, and janitorial work on various areas of the Village's infrastructure and within particular areas of expertise.

ESSENTIAL JOB FUNCTIONS

The job functions listed herein are neither exclusive nor exhaustive, but are intended to be illustrative of the types of tasks the employee will most likely be expected to perform on a regular basis. The employee may be asked to perform different or additional tasks than the ones listed here, as the needs of the employer and/or the requirements of the position change.

- Performs pre- and post- season tasks required to open/close pool as well as attend to ongoing maintenance needs to assure it is clean and functions safely.
- Assists in maintaining accurate records of chemical Material Safety Data Sheets (MSDS).
- Prepares and maintains outdoor playing fields; trims and maintains trees; performs weed removal and control; and removes trash from Village ROW, Parks, and Open Spaces.
- Provides training to new and part-time employees regarding the safe operation of new and existing equipment.
- Assists in the establishment and maintenance of an ice skating rink including set up, flooding, snow removal, resurfacing, and take-down.
- Assists with regular playground maintenance including inspections, removal of graffiti, general repair, and redistributing playground surfacing.
- Assist in the maintenance of picnic tables, benches, and bleachers within Parks and open spaces.
- Assist in keeping the necessary supply of safety equipment as required by the Director.
- Investigate and resolve complaints as assigned by the Director.
- Make recommendations for improvement of working procedures and department practices.
- Provides direction to part-time and seasonal employees regarding job assignments and responsibilities.
- From time to time, may report to the Public Facilities Director to full fill the essential job functions of the Public Facilities II position as assigned.
- Perform other related duties as needed.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

The requirements listed below are representative of the knowledge, skills, and abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Ability to respond to after-hours emergency; physically on site within 30 minutes.
- Ability to understand and follow oral and written instruction.
- Ability to perform strenuous work for extended periods of time in all temperature extremes.
- Ability to perform accurate mathematical calculations of addition, subtraction, multiplication and division.
- Ability and willingness to learn new job skills and work tasks assigned including adaptation to new technologies.
- Ability to establish and maintain satisfactory working relationships with other employees, supervisors and the public.
- Ability to read, interpret and work from drawings, sketches, plans, blueprints and manuals.
- Ability to prepare required records and reports including playgrounds and pool operation.
- Ability to work independently with minimal supervision and maximum efficiency.
- Ability to communicate effectively both orally and in writing.
- General knowledge of the safe practices, procedures, equipment, vehicles, and materials used in maintenance and construction work.
- Knowledge of the occupational hazards involved in parks maintenance activities and the necessary safety precautions including the ability to perform in an confined space environment.
- Skill in having attention to detail regarding the cleaning/maintenance of public buildings and facilities.
- Skill in operating tools and equipment used in maintenance and repairs.
- Skill in receiving and responding to inquiries, complaints and emergencies from the public.

EDUCATION AND TRAINING

Graduation from high school with additional post high school technical or specialized related education and one to three years of experience in general building maintenance, construction and/or related services.

NECESSARY SPECIAL REQUIREMENTS (or ability obtain within 6 months of employment):

- Commercial Driver's License with necessary endorsements
- Certified Pool Operator Certificate (or equivalent)
- Other special requirements assigned by Director as related to the essential job functions.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is primarily performed Monday-Friday from 7:30 am to 4:00 pm unless otherwise specified by Director, with rotating on-call weekend coverage required. The unpredictable and essential nature of this position may require work at any time of the day or night, on any day of the week, sometimes with little advance notice.
- Work is performed both outdoors and in an office setting; hand-eye coordination is necessary to operate machinery, tools, equipment, and computers.
- While performing the duties of this job, the employee is often exposed to outdoor weather and other conditions including extreme heat, cold, wet and/or humidity, noise, vibrations, odors, toxic agents, smoke, electrical currents, heavy machinery, violence and disease.
- While performing the duties of this job, the employee is frequently required to talk, hear, use hands and fingers to handle, feel or operate objects, tools, or controls and reach with hands and arms.
- The employee is frequently required to walk, sit, climb, balance, stoop, kneel, crouch, crawl and smell.
- The employee must frequently lift and/or move objects in excess of 50 pounds.

The Job Description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The Village of Cross Plains retains and reserves any and all rights to change, modify, amend, add to or delete from any section of this position description. The Village of Cross Plains is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities.

I, _____, acknowledge that I have received a copy of the Job Description for the position of Parks Maintenance with the Village of Cross Plains and have read and understand its contents.

Dated this ____ of _____, _____.

Employee

Supervisor

Created: May 23, 2016

Amended:

VILLAGE OF CROSS PLAINS

Position Description

Department:	Administration			
Job Title:	Village Administrator/Clerk- Treasurer			
Reports to:	Village Board	Supervises Department Heads		
Status:	At Will	Position Type:	Full-time	Hours: 40 / week
FLSA: Exempt				
GENERAL DESCRIPTION				
<p>This is highly responsible professional and administrative work managing and directing the operational activities and programs of the Village, in accordance with policies and procedures established by the Village Board and Wisconsin Statutes. This position is an appointed Village Official as set forth in Section 10.04 of the Village Code of Ordinances.</p>				
ESSENTIAL JOB FUNCTIONS				
<p>The job functions listed herein are neither exclusive nor exhaustive, but are intended to be illustrative of the types of tasks the employee will most likely be expected to perform on a regular basis. The employee may be asked to perform different or additional tasks than the ones listed here, as the needs of the employer and/or the requirements of the position change.</p>				
<ul style="list-style-type: none"> • <u>Administrator Functions</u> <ul style="list-style-type: none"> ○ Directs, coordinates, and manages the activities of the Village Hall and Village Departments, through the Department Heads <u>in order to achieve and maintain efficient Village services/programs at the lowest possible costs.</u> ○ Acts as the Personnel Officer for the Village; establishes/maintains personnel files; advises employees of benefits; establishes/interprets job descriptions when necessary; participates in hiring/firing decisions; works with Department Heads to resolve employee grievances; administers safety training for employees; responsible for collective bargaining. ○ Act as the Village’s legislative representative responsible for communicating Village issues with legislative leaders, and/or appearing on its behalf at hearings as directed by the Village Board. ○ Conducts or directs studies as authorized in the annual budget or with approval of the Village Board related to the internal organization and procedures of the various Departments and offices. ○ Assesses the broad impact of trends in local government; makes recommendations to the Village Board where appropriate to improve the health, safety, and/or welfare of the Village and its residents. ○ <u>Confers with individuals and representatives of public and private organizations on information regarding Village activities and programs.</u> ○ <u>Prepares annual budget for submittal to the Village Board.</u> ○ Performs duties as set forth in Section 10.04(d)(1) of the Village Code of Ordinances as they pertain to Administrator. • <u>Clerk Functions</u> <ul style="list-style-type: none"> ○ Attends meetings of Village Boards, Commissions, or Committees as needed. ○ Oversees the preparation of the agenda, order of business, and meeting packets for all Village Boards, Commissions, or Committees as applicable. ○ Assures meaningful access and procedures for conducting business with Village Boards, Commissions, Committees, and Departments. ○ Maintains records of the Water-Sewer Utility. ○ Performs duties as set forth in Chapters 61.25 of the Wisconsin Statutes as they 				

ESSENTIAL JOB FUNCTIONS (CONTINUED)

~~• Treasurer Functions~~

- ~~○ Administers and oversees the purchasing of all materials, supplies, equipment and services for all Departments.~~
- ~~○ Assists in achieving and maintaining efficient Village services and programs at the lowest possible cost.~~
- ~~○ Prepares the annual budget for submittal to the Village Board; Provides periodic updates to the Village Board regarding the performance of the annual budget.~~
- ~~○ Stays current on the availability of State and Federal funds and assists Department Heads in procuring such funds.~~
- ~~○ Performs duties as set forth in 61.26 of the Wisconsin Statutes as they pertain to Treasurer.~~

• Other Functions

- Appointed as the Emergency Management Director according to Section 12.02(a) of the Village Code of Ordinances with duties defined in Section 12.02(b).
- Appointed as the Zoning Administrator as set forth in Section 10.04(d)(3) of the Village Code of Ordinances with duties including but not limited to the administration of Zoning Code Chapter 84, Floodplain Zoning Code Chapter 85, and Shoreland Zoning Code Chapter 86; manages community development and planning initiatives; coordinates project and development review; and oversees the issuance of building permits.
- Performs such other duties as prescribed by Wisconsin Statute, Village Ordinance, or the Village Board.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

The requirements listed below are representative of the knowledge, skills, and abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Knowledge of the principles and practices of local government management and administration.
- Knowledge of municipal planning, engineering, personnel administration, public safety and regulatory issues and concerns as they apply to the management and development of Village policies and programs.
- Skill in interpersonal relations.
- Skill in the areas of effective management and administration.
- Skill in the use of a computer including but not limited to basic data processing, use of MS Office products, web based programs, software functions, and website management.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish effective working relationships with the Village Board, Department Heads, employees, Village residents and the general public.
- Ability to plan, organize and direct the affairs of the Village.
- Ability to read and interpret complex laws, regulations and ordinances.
- Ability to exercise independent judgment, analyze problems and recommend solutions.
- Ability to analyze data and prepare clear and accurate presentations, reports and informational materials.
- Ability to successfully negotiate agreements and resolutions to complex issues.
- Ability to select, train and motivate employees.

EDUCATION AND TRAINING

Graduation from an accredited four year college or university with a Bachelor’s Degree in Public Administration, Finance, Planning or a related field, supplemented by a Master’s Degree in same, plus five to ten years of experience in municipal government, with at least one to three years of supervisory experience.

SPECIAL NECESSARY REQUIREMENTS: Ability to pass a criminal and financial background check.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is performed mostly in an office setting; hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee frequently is required to stand and talk or hear; use hands and fingers to handle, feel or operate objects, tools or controls, and reach with hands and arms.
- The employee is occasionally required to walk, sit, climb, balance, stoop, kneel, crouch or crawl, and smell.
- The employee must frequently lift or move up to 20 pounds, and occasionally lift and/or move up to 50 pounds.

The Job Description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The Village of Cross Plains retains and reserves any and all rights to change, modify, amend, add to or delete from any section of this position description. The Village of Cross Plains is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities.

I, _____, acknowledge that I have received a copy of the Job Description for the position of Village Administrator/Clerk-Treasurer with the Village of Cross Plains and have read and understand its contents.

Dated this ____ of _____, _____.

Employee

Supervisor

Created: July 19, 2011

Amended: November 12, 2014

May 23, 2016



Cross Plains Police Department

Village of Cross Plains Detective/Lieutenant – Offer of Employment Term Sheet

I am pleased to offer you the position of Detective/Lieutenant, hereinafter “Lieutenant”, with the Cross Plains Police Department. The terms of employment listed below are not final until reviewed and approved by the Village Board, hereinafter “Board”, for the Village of Cross Plains. The Lieutenant will also be required to successfully complete a physical exam and drug screen.

Salary

The annual salary for this position would be \$54,000 prorated for the remainder of the year.

Employment

The Lieutenant is a non-union position which is appointed and serves at the pleasure of the Village of Cross Plains Police Commission. The Lieutenant will serve under the direct supervision of the Chief of Police. The Lieutenant will serve in accordance with and be offered all of the protections offered by Federal and State Law, the Village of Cross Plains Employee Manual, and Cross Plains Police Department Policy and Procedures. The Lieutenant will be expected to perform the functions and duties set forth in the job description (attached), which is subject to revision, and other duties as assigned. A performance review will be conducted around year end with annual reviews thereafter. The Lieutenant will be subject to a 12 month probationary period.

Hours of Work

The Lieutenant will generally work a 6 days on followed by 3 days off rotation with hours of work being from 3:00pm to 11:00pm. The Lieutenant may be required to work outside of these parameters as needed or directed by the Chief of Police.

The Lieutenant will be afforded the following Time Off benefits for the remainder of this year (2016): 2 (two) Personal Holidays (16 hours); Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve. *In the event the Holiday lands on the Lieutenant’s scheduled Regular Day Off (RDO) he will take the Holiday on his first scheduled work day following his RDO’s;* and 40 (forty) hours of vacation time for the remainder of 2016. On January 01, 2017 the Lieutenant will receive 40 (forty) hours of vacation time with an additional 40 (forty) hours being given on the 1 year anniversary date of employment.

Employment Date

The Lieutenant agrees to begin employment no later than July 1, 2016. The Lieutenant agrees to take up residency within 30 minutes of Cross Plains no later than January 1, 2017.

Employee Manual

All other benefits not otherwise explicitly outlined in this offer are covered in the Village Employee Manual dated December 14, 2015. A copy of which will be provided at time of employment or upon request. A summarized version of the available benefits to full-time employees has been provided.

In Witness whereof, the Village of Cross Plains has caused this offer of employment to be signed and executed on its behalf by its Police Commission, Village President, and Village Administrator/Clerk-Treasurer, pursuant to authorization by the Village Board at its meeting on the 23rd day of May, 2016, and the Detective/Lieutenant has signed and executed this offer of employment as of the date and year first written above.

Date Paul Bartleson, President of Police Commission

Date J. Patrick Andreoni, Village President

Date Matthew G. Schuenke, Village Administrator/Clerk-Treasurer

Attest:

Date Thomas J. Janssen, Chief of Police

Detective/Lieutenant

May 5, 2016

Date



Kim A. Ready

Public Safety Committee

Meeting Minutes

Village of Cross Plains

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

Monday, May 16, 2016

6:15 pm

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

Steve Schunk called the regular Public Safety Committee meeting to order at 6:24 pm.

Present: Cindy Kalscheur, Steve Schunk, and Terry Walker.

Not Present: Tom O'Connel and Randy Swingen.

II. Public Comment – None.

III. Reports

1. Committee Chairperson – Schunk recognized and thanked all members of the Cross Plains Police Department for their hard work and dedication to the Cross Plains Community. This was in recognition of National Police Week.

2. Committee Members – None.

3. Police Chief – Provided the monthly report and calls summary which will be adjusted ongoing as needed.

IV. Committee Discussion

1. Discussion & action regarding meeting minutes from April 19, 2016 – A motion was made by Kalscheur, seconded by Walker, and unanimously carried by the Public Safety Committee to approve the regular meeting minutes from April 19, 2016.

2. Discussion and action to make a recommendation to the Village Board regarding the Committee and Police Department Response to the President's Task Force on 21st Century Policing – Following discussion, a motion was made by Kalscheur, seconded by Walker, and unanimously carried by the Public Safety Committee to submit the Committee and Police Department Response to the President's Task Force on 21st Century Policing to the Village Board with the minor changes as discussed by the Committee.

V. Schedule Next Meeting Date – The next meeting has been scheduled for Wednesday, June 15, 2016 at 6:15 pm.

VI. Adjournment – A motion was made by Kalscheur, seconded by Walker, and unanimously carried by the Public Safety Committee to adjourn at 7:41 pm.

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

Respectfully submitted,

Thomas J. Janssen, Chief of Police

Cross Plains Police Department Response to The President's Task Force on 21st Century Policing		
Recommendation	Current Status (cite specific examples)	Recommended Next Steps
<p>1.1 RECOMMENDATION: Law enforcement culture should embrace a guardian mindset to build public trust and legitimacy. Toward that end, police and sheriffs' departments should adopt procedural justice as the guiding principle for internal and external policies and practices to guide their interactions with the citizens they serve.</p>	<p>The Cross Plains Police Department and all of its officers practice this mindset in several ways:</p> <ul style="list-style-type: none"> *Our officers conduct vacation checks for our citizens, business checks for our business owners.* We have an excellent working relationship with our apartment complex owners and managers to assist them with renting to and keeping renters. *We participate in the drug take back events (twice a year). *Our officers use great discretion in their day to day contacts using warnings to gain compliance instead of citations(We issue more warnings, on average each month, than citations). *Our officers are encouraged to get out of the squad car and make non enforcement contacts whenever possible. *From comments I have received from citizens I also feel that our officers have an excellent relationship with our citizens. Most citizens feel they have a connection with our officers and feel very comfortable speaking with them. <p>I prefer to think of ourselves as sheep dogs protecting the flock and keeping the wolves away when needed.</p>	<p>This concept will continue to be reinforced by example and in our day to day activities. We will also continue to strive to get training for our officers that benefit the community as a whole.</p>
<p>1.3 RECOMMENDATION: Law enforcement agencies should establish a culture of transparency and accountability in order to build public trust and legitimacy. This will help ensure decision making is understood and in accord with stated policy.</p> <p>Action item 1.3.1 To embrace a culture of transparency, law enforcement agencies should make all department policies available to public review and regularly post on the department's website information about stops, summonses, arrests, reported crime, and other law enforcement data aggregated by demographics.</p>	<p>We currently post arrests, citations, crimes that have occurred, and crime trends (such as theft from vehicles and vandalism) in the News Sickle Arrow. Current Cross Plains Police Department Policy 3.2 Operations Complaints, deals with Complaints against officers. Every complaint against an officer is thoroughly investigated, either by the Chief of Police, the Lieutenant of Police, or an outside entity, and the complainant is always contacted with the results of the investigation. The results of the investigation are documented along with the findings. The Police Commission would be involved in investigations in cases which could/would result in more severe disciplinary action or in cases where a complaint would be brought against the Chief of Police.</p> <p>The Public Safety Committee also assists with the culture of transparency. Monthly meetings are held with the Committee where a variety of topics can be discussed. There is always a time for public comment at the meetings and the citizens may also contact Public Safety Committee members at any time with concerns.</p>	<p>Create and maintain a website. The website will have all of our policies posted, local ordinance, services available, presentations available,etc. It will also list all of our officers (including a photo) and list their contact information.</p> <p>The Public Safety Committee minutes could also posted on the website along with all Committee members and their contact information.</p> <p>On the website could also be a section which explains the steps to be taken, along with the forms, to file a complaint against an officer. The practice of thoroughly investigating all complaints against our officers will continue.</p>

<u>Recommendation</u>	<u>Current Status (cite specific examples)</u>	<u>Recommended Next Steps</u>
<p>1.5 RECOMMENDATION: Law enforcement agencies should proactively promote public trust by initiating positive nonenforcement activities to engage communities that typically have high rates of investigative and enforcement involvement with government agencies.</p>	<p>Officers from the Cross Plains Police Department are currently involved with community organizations such as Lions, Optimist, Girl Scouts and Boy Scouts, Youth Football (Cecil Martin camp), as well as other departments within the village. (Park and Rec archery program)</p> <p>*Officer continue to do presentations in the schools when requested. We continue to be present during the Glacier Creek Lock-in every year. We also have an officer trained in the ALICE program (Alert, Lockdown, Inform, Counter, and Evacuate) which was presented to the entire school district (offered to St. Francis).</p> <p>*We offer CRASE (Civilian Response to Active Shooter Events) and Womens Self Defense.</p> <p>*We are currently getting two new officers trained in the Child Safety Seat Program.</p> <p>*We offer and have done presentations on Fraud protection to seniors, Drug Awareness presentations, Identity Theft, Internet Safety to both students and parent groups.</p> <p>*We have done story time with some of the daycares and at the Library.</p> <p>*We partake in Halloween by having extra officers on duty as well as handing out candy to the kids.</p> <p>*We provide services such as Vacation checks on residence, Business checks (which are logged), unlocking vehicles, fingerprinting (no appointment needed and not just a given day of the week).</p> <p>*One of our officers is involved with Hunter Education.</p> <p>*We have gun locks available free of charge.</p> <p>*We have child identificatin kits available free of charge which are handed out at events such as Trout Days and National Night Out.</p> <p>*We offer temporary registration plates issuance.</p> <p>*We also partner with Safe Communities with the Slow Down campaign and have signs available free of charge.</p> <p>*We have been invited to and attended neighborhood block parties during which time the officer interacts with all present answering questions, showing off the squad etc....</p>	<p>We will continue to look for additional opportunities in which to interact with the public in non-enforcement ways.</p>
<p>1.5.1 ACTION ITEM: In order to achieve external legitimacy, law enforcement agencies should involve the community in the process of developing and evaluating policies and procedures.</p>	<p>In part this is already in practice. The Public Safety Committee, the Police Commission and the Village Board has already reviewed and made recommendations to several policies. In particular the policy dealing with pesonnel minimum qualifications and position description.</p>	<p>The Public Safety Committee and the Police Commission will continue to be involved with review and recommendations to policy when appropriate. The names and contact information for all Committee and Commission members should be included on the website. When the website is developed the CPPD Policies and Procedures will be posted on the site. Public comments will be welcomed.</p>
<p>1.7 RECOMMENDATION: Law enforcement agencies should track the level of trust in police by their communities just as they measure changes in crime. Annual community surveys, ideally standardized across jurisdictions and with accepted sampling protocols, can measure how policing in that community affects public trust.</p>	<p>The Cross Plains Police Department has not done a community survey for at least 10 years.</p>	<p>The Public Safety Committee should research, decide scope and oversee production and execution of the survey. A decision should also be made as to whom the survey will be distributed. Depending on cost this should be completed no later than 2017.</p>
<p>2.2 RECOMMENDATION: Law enforcement agencies should have comprehensive policies on the use of force that include training, investigations, prosecutions, data collection, and information sharing. These policies must be clear, concise, and openly available for public inspection.</p>	<p>Current Cross Plains Police Department Policies 6.1 Use of Force, 6.2 Post Critical Incident, and 6.3 Officer Involved Critical Incident covers this. A policy on use of force and the investigation thereof is a Mandatory policy set forth by the state. These policies have recently been reviewed and updated.</p>	<p>Continue to stay abreast with changes to State Statute and best practices and update policies and procedures as needed.</p>

Recommendation	Current Status (cite specific examples)	Recommended Next Steps
<p>2.2.6 ACTION ITEM: Law Enforcement agencies should establish a Serious Incident Review Board comprising sworn staff and community members to review cases involving officer-involved shootings and other serious incidents that have the potential to damage community trust or confidence in the agency. The purpose of this board should be to identify any administrative, supervisory, training, tactical or policy issues that need to be addressed.</p>	<p>Current Cross Plains Police Department Policy already has review panels for significant use of force incidents as well as pursuits. The panel is appointed by the Chief of Police and consists of a non involved member of our department (typically the Lt), a ranking member from another Law Enforcement agency who is trained in that particular discipline, and a member of the Public Safety Committee. I also regularly review Use of Force videos as a training tool. I will take the particular circumstances from a video and compare that to our policies to establish if our policies are complete and would cover similar circumstances. Also see Recommendation 2.3</p>	<p>Continue to review best practices and stay abreast with changes. Also, continue to foster relationships with other Law Enforcement agencies to establish competent officers to participate in these reviews.</p>
<p>2.3 RECOMMENDATION: Law enforcement agencies are encouraged to implement nonpunitive peer review of critical incidents separate from criminal and administrative investigations.</p>	<p>We have several panels set up by Cross Plains Police Department Policy to review critical incidents and Pursuits. These panels consist of sworn officers from our department as well as an outside Law Enforcement agency and non sworn personnel.</p> <p>The panels are tasked with:</p> <ol style="list-style-type: none"> 1. Whether department rules, regulations, policies and procedures were followed, 2. Whether the department policies were clearly written, understandable, and effective to cover the situation, 3. Review department and officer DAAT/EVOC training and experience, 4. Identify need to update department training policy, and 5. Make specific recommendations for changes in policy or training if appropriate. They have been utilized in the past and have been valuable. 	<p>Continue to utilize the review panels as they have proven to be valuable in the past and worked well.</p>
<p>2.8 RECOMMENDATION: Some form of civilian oversight of law enforcement is important in order to strengthen trust with the community. Every community should define the appropriate form and structure of civilian oversight to meet the needs of that community.</p>	<p>Within the last several years the Police Commission was formed. Members from the commission have active participants in our hiring process. The Police Commission is used for personnel issues. There have been no serious disciplinary problems which have been brought to the Commission. The Public Safety Committee was also developed. The Public Safety Committee's primary purpose is to provide guidance to the Police Department and offer suggestions in regards to Policy and particular procedures within the department. The Public Safety Committee also acts as a Liaison between the Police Department, the citizens of Cross Plains, and the Village Board.</p>	<p>Continue to refine the roll and purpose of the Public Safety Committee so maximum benefits can be gained from its use and existence. Also list names and contact information for all Committee and Commission members on the website so citizens can easily contact them and bring forward concerns or ideas. The Public Safety Committee will develop and distribute a Citizen Survey in the future. The Committee will also work on setting up "Town Hall meeting(s).</p>
<p>2.11.1 ACTION ITEM: One example of how to do this is for law enforcement officers to carry business cards containing their name, rank, command, and contact information that would enable individuals to offer suggestions or commendations or to file complaints with the appropriate individual, office, or board. These cards would be easily distributed in all encounters.</p>	<p>All of our officers currently carry business cards with that information on. Also on the back of the card is a place for the officer to write the particular incident number for which the individual was involved. This also assist when the individual files for open records or requests a copy of the complaint. Officers are also trained and required to identify themselves by name and department when making contact with individuals on traffic stops or when requested by a complainant.</p>	<p>Continue this practice.</p>
<p>2.13 RECOMMENDATION: Law enforcement agencies should adopt and enforce policies prohibiting profiling and discrimination based on race, ethnicity, national origin, religion, age, gender, gender identity/expression, sexual orientation, immigration status, disability, housing status, occupation, or language fluency.</p>	<p>Current Cross Plains Police Department Policy 16.1 Unbiased Policing covers this.</p>	<p>Continue to review and refine as needed. Also offer opportunities for officers to attend training in the area identifying bias.</p>

Recommendation	Current Status (cite specific examples)	Recommended Next Steps
<p>3.2 RECOMMENDATION: The implementation of appropriate technology by law enforcement agencies should be designed considering local needs and aligned with national standards.</p>	<p>DOJ and FIPS compliant! We go through an online audit every year with DOJ (Department of Justice) to make sure our record information and server are protected. We have several levels of virus protection along with policies on use. We also strive to keep abreast with changing technology and research technology we believe would be applicable, beneficial, and cost efficient to our community.</p>	<p>Continue to stay abreast of changing technology and consider/research new ideas that will be beneficial.</p>
<p>3.2.2 ACTION ITEM: Law enforcement agencies should include an evaluation or assessment process to gauge the effectiveness of any new technology, soliciting input from all levels of the agency, from line officer to leadership, as well as assessment from members of the community.</p>	<p>One example of this from a citizen perspective would be the implementation of NIXLE. Nixle is a free service that citizens may sign up for and receive information directly from the police department in the form of a text (cell phone) and or email message/ or both. We can send out information on Alerts, Community Events, road closures, hazards etc. The feedback I have received has been positive.</p>	<p>Possibly look into other forms of social media to stay in contact with the public. Also need to get our web page designed and kept current. Will be looking to utilize our newer officers and their experience with this.</p>
<p>3.5 RECOMMENDATION: Law enforcement agencies should adopt model policies and best practices for technology-based community engagement that increases community trust and access.</p>	<p>We currently do not have any policies in this area as we only have one program (NIXLE) in which we have technology based community engagement.</p>	<p>We will be looking into other areas of technology based community engagement such as our Website, Facebook etc....We will look at the need for policy when that occurs</p>
<p>4.4.2 ACTION ITEM: Law enforcement agencies should develop programs that create opportunities for patrol officers to regularly interact with neighborhood residents, faith leaders, and business leaders.</p>	<p>Officers are encouraged to regularly make non enforcement contacts whenever possible while on duty. Also refer to the programs listed in Recommendation 1.5</p>	<p>Continue this practice and continue to look for opportunities to interact with public</p>
<p>4.5.1 ACTION ITEM: Law enforcement agencies should schedule regular forums and meetings where all community members can interact with police and help influence programs and policy.</p>	<p>I have attended public meetings where a variety of topics have been discussed. There is a monthly meeting held at Coach's which I have been unable to attend regularly and at times have not attended due to the political nature of what was being discussed. The Public Safety Committee meets monthly where there is an opportunity for public comment (no citizens have attended a meeting yet).</p>	<p>The Public Safety Committee would like to schedule a "town hall" style meeting were the public would be invited to attend and discuss issues, ask questions, make suggestions etc.</p>
<p>5.2 RECOMMENDATION: Law enforcement agencies should engage community members in the training process.</p>	<p>I am not sure how this could be accomplished. I would like to have the personnel available to conduct a citizens academy. I know from my experience and also speaking with agencies that have a citizens academy that the process is time and personnel intensive. I am currently the only State Certified Instructor for our department.</p>	<p>The Chief and Committee are open to suggestions in this area.</p>
<p>5.3 RECOMMENDATION: Law enforcement agencies should provide leadership training to all personnel throughout their careers.</p>	<p>I am of the philosophy that we train our officers to leave and treat them well so they stay. All of our officers are encourage to take training beyond the required 24 hours to stay certified. Several of our officers in the past have attended leadership type trainings.</p>	<p>Continue to monitor each officers training needs and wants. Continue to encourage offers to seek out trainings that will expand their capabilities.</p>

Recommendation	Current Status (cite specific examples)	Recommended Next Steps
<p>5.7 RECOMMENDATION POSTs should ensure that basic officer training includes lessons to improve social interaction as well as tactical skills.</p> <p>5.8 RECOMMENDATION: POSTs should ensure that basic recruit and in-service officer training include curriculum on the disease of addiction.</p> <p>5.9 RECOMMENDATION: POSTs should ensure both basic recruit and in-service training incorporates content around recognizing and confronting implicit bias and cultural responsiveness.</p>	<p>POST stands for Peace Officer and Standards Training. In Wisconsin our equivalent to this is Department of Justice Training and Standards Board. This summary will encompass 5.7, 5.8, and 5.9. The individual police departments throughout Wisconsin do not set the criteria or individual areas of training at the recruit level. I belong to the Dane County Chiefs Association and there are many Associations throughout the state which are similar. From an Association perspective we have offered suggestions to Training and Standards in regards to training which should be included at the recruit level. Also, as a state certified instructor (in several disciplines) I have offered opinions to Training and Standards on what should be or should not be included at the recruit level training. When I was certified as an Officer in 1986 the recruit training was 400 hours. As of January 01, 2016 the recruit level training is now 720 hours. The curriculum which was added include many of the recommendation which have been included in this report.</p>	<p>Continue to be active in associations and also monitor the ever changing environment and culture in which we work and offer suggestions and opinions to Training and Standards where deemed appropriate. Also continue to ensure that ongoing training and inservice training contain this type of training for our officers.</p>
<p>6.2 RECOMMENDATION: Law enforcement agencies should promote safety and wellness at every level of the organization.</p>	<p>Safety is always a priority whether it is the safety of our staff or the safety of the citizens we serve. This is stressed every day. I continuously monitor our officers actions by reviewing video of our interactions and offer suggestions for safety when deemed appropriate. On the Wellness side all of our officers are engaged in activities outside of work. Walking, working out, bicycling etc...It is stressed to our officers for the need of activities outside of work for Wellness purposes as well as stress relief.</p>	<p>Continue this practice. We are also looking at creating a Chaplin program in Cross Plains. I have been approached by a trained Chaplin who now lives in the area and wants to get involved. I will be implementing the program within the next year.</p>
<p>6.4 RECOMMENDATION: Every law enforcement officer should be provided with individual tactical first aid kits and training as well as anti-ballistic vests.</p>	<p>All officers of the Cross Plains Police Department are provided a ballistic vest and required to wear it. Officers are given the opportunity create and carry their own trauma kit and first aid kits are available in each squad car. All of our Officers are trained in first aid. Officers have also recently been provided with a tourniquet and trained in its use. AED's are also carried in each squad.</p>	<p>Continue offering training when requested or needed. I have also had contact with Diane Miehholz of CP EMS about cross training our officers and EMS personnel. Will continue to work on that.</p>
<p>6.6 RECOMMENDATION: Law enforcement agencies should adopt policies that require officers to wear seat belts and bullet-proof vests and provide training to raise awareness of the consequences of failure to do so.</p>	<p>Officers are required to wear ballistic vests according to CPPD Policy 4.6 Body Armor. Officers have also been trained in "Below 100" a program illustrating the consequences of not wearing a seatbelt and/or body armor.</p>	<p>Continue to look for other training opportunities which illustrate this.</p>

Regular Plan Commission Meeting

Regular Meeting Minutes

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

Monday, May 2, 2016
7:00 pm

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

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

Present: Commissioners Randy Case, Todd Duquette, Ron Hilmanowski, Mitch Hogan, Judy Ketelboeter, and President Pat Andreoni.

Not-Present: Commissioner Cliff Zander.

Also Present: Harold Weber, Kyo Ladopoulos, Tim Henneman, and Dan Laufenberg.

II. Public Comment – None.

III. General Business

1. Discussion and action regarding minutes of regular meeting held April 4, 2016 – A motion was made by Commissioner Ketelboeter, seconded by Commissioner Hilmanowski, and unanimously carried by the Plan Commission to approve the minutes of the regular meeting held on April 4, 2016.

2. Discussion regarding a Development Proposal from Sundance Development, LLC in order to annex and develop the property of and adjoining to 4923 Brewery Road (Weber Farm) as a residential subdivision – A presentation was provided by Sundance Development, LLC and Village Staff regarding the various proposals considered for development on this property. The Plan Commission provided the Developer and Staff direction regarding their concerns to be discussed further at the next meeting on June 6, 2016.

3. Discussion and action to make a recommendation to the Village Board regarding a proposed easement at 1107 Bourbon Road with T & M Business & Storage LLC allowing for the expansion of the Zander Park Trail – Following discussion, a motion was made by Commissioner Ketelboeter, seconded by Commissioner Hilmanowski, and unanimously carried by the Plan Commission to recommend approval to the Village Board regarding a proposed easement at 1107 Bourbon Road with T & M Business & Storage LLC allowing for the expansion of the Zander Park Trail subject to final discussions with the property owner.

4. Discussion and action to make a recommendation to the Village Board regarding a proposed easement at 1501 Bourbon Road with the Cross Plains-Berry Fire District allowing for the expansion of the Zander Park Trail – Following discussion, a motion was made by Commissioner Case, seconded by Commissioner Hilmanowski, and unanimously carried by the Plan Commission to recommend approval to the Village Board regarding a proposed easement at 1501 Bourbon Road with the Cross Plains-Berry Fire District allowing for the expansion of the Zander Park Trail.

IV. Adjournment

A motion was made by Commissioner Ketelboeter, seconded by Commissioner Hilmanowski, and unanimously carried by the Plan Commission to adjourn the meeting at 8:15 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

DECLARATION OF EASEMENT

RE: Lot 2 Certified Survey Map No. 10045, recorded in the Dane County, Wisconsin, Register of Deeds Office in Volume 58 of Certified Survey Maps, page 301, as document number 3321512, in the Village of Cross Plains, Wisconsin (hereinafter "the Property").

Declaration made this ____ day of _____, 2016, by Cross Plains-Berry Fire District, as owner of the Property referenced above (hereinafter "Owner").

WHEREAS, the Village of Cross Plains ("Cross Plains") has requested from

Owner a Permanent Limited Easement in order to construct and maintain a multi-use trail within the Village limits of the Village of Cross Plains.

NOW, THEREFORE, it is hereby declared by Owner as follows:

1. Owner hereby grants and conveys to Cross Plains a Permanent Limited Easement for the construction and maintenance of a multi-use trail over the land which is described on the attached Exhibit A ("the Easement Area").
2. The purpose of this Easement is to allow Cross Plains the use of the Easement Area in order to construct and maintain a multi-use trail. Cross Plains is allowed to remove vegetation, mow grass, install landscaping and otherwise maintain the Easement Area consistent with this purpose. All costs of maintaining the Easement Area shall be borne by Cross Plains. The terms and conditions of this Declaration of Easement shall not apply to Owner's Property that is not within the Easement Area.
3. Owner also grants Cross Plains a Permanent Easement for ingress and egress over the Easement Area except as provided herein.

Name and Return Address:

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

0707-032-9725-1

Parcel Identification Number

4. Except as provided herein, Owner reserves and retains the full right to use the Easement Area; provided any such use shall not unreasonably interfere with or impede the rights of Cross Plains over the Easement Area for the purposes set forth in this Declaration.
5. Owner shall not obstruct Cross Plains' free and unobstructed use of the Easement Area in accordance with this Declaration. Any obstructions or impediments within the Easement Area may be removed without notice by Cross Plains and the cost of removal shall be borne by the person causing or responsible for such obstruction.
6. In the event the multi-use trail is constructed and later abandoned from use by Cross Plains, Cross Plains shall be responsible for removing the trail and restoring the Easement Area to its previously undisturbed condition. Cross Plains shall complete the restoration of the Easement Area within 12 months following abandonment.
7. Cross Plains shall release, hold harmless, indemnify and defend the Owner or any lessee of the Property for any loss, damage or injury to persons or property arising from the use of the Easement Area, unless such loss, damage or injury is caused by the negligence of Owner or its lessee.
8. All claims, disputes, and other matters or questions arising out of or related to this Declaration or breach thereof shall be decided in a court of competent jurisdiction located in Dane County, Wisconsin. In the event it is already determined that the terms or conditions of this Declaration governing the Easement Area have been violated or breached, in addition to any other rights or remedies to which the non-defaulting party in litigation may be entitled, the defaulting party in litigation shall be obligated to pay all of the non-defaulting party's costs and expenses associated with enforcement of this Declaration whether incurred prior to or after the commencement of any lawsuit, including reasonable attorney fees.
9. The benefits and burdens of these Easements created herein shall run with the land and be binding upon Owner and Cross Plains, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. At no time shall Cross Plains allow the Easement Area to be dedicated to the public.
10. The provisions of this Declaration may not be cancelled, terminated, released, amended or waived unless approved in a written agreement of the parties hereto and recorded in the Dane County Register of Deeds office.
11. This agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

ACCEPTANCE OF EASEMENT

The Village of Cross Plains, a Wisconsin Municipal Corporation, does hereby accept the terms and conditions set forth in this Declaration of Easement and agrees to be bound by the terms and conditions set forth herein.

Dated: _____

Dated: _____

J. Patrick Andreoni, Village President

Matthew G. Schuenke, Village Clerk

AUTHENTICATION

Signatures of J. Patrick Andreoni and Matthew G. Schuenke, in their capacities indicated, authenticated on this _____ day of _____, 2016.

Paul A. Johnson, SBN: 1021492
TITLE: MEMBER, STATE BAR OF WISCONSIN

This instrument drafted by:
Attorney Paul A. Johnson
Boardman & Clark LLP
113 S. Main Street, Suite 301
Post Office Box 256
Lodi, WI 53555
608-592-3877 (p)
608-592-5844 (f)
pjohnson@boardmanclark.com
F:\DOCS\WD\53698\107\A2379829.DOCX

LEGAL DESCRIPTION

Part of Lot 2 of Certified Survey Map number 10045 located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Town 7 North, Range 7 East, in the Village of Cross Plains, Dane County, Wisconsin more fully described as follows: Commencing at the West $\frac{1}{4}$ corner of said Section 3; Thence North $89^{\circ}48'32''$ East, 1,711.67 feet along the South line of the Northwest $\frac{1}{4}$ of said Section 3; Thence North $0^{\circ}11'28''$ West, 129.99 feet to the Southeast corner of Lot 2 of Certified Survey Map number 10045 and the point of beginning; Thence North $83^{\circ}16'34''$ West, 23.47 feet along the Southerly line of said Lot 2; Thence North $6^{\circ}41'16''$ East, 183.32 feet; Thence North $2^{\circ}28'59''$ East, 83.85 feet; Thence North $20^{\circ}29'16''$ West, 32.74 feet to the Southerly line of the Public Drainage and walkway easement as shown on said CSM 10045; Thence South $76^{\circ}55'22''$ East, 32.10 feet along said Southerly easement line to the Easterly line of said Lot 2; Thence South $4^{\circ}12'25''$ West, 292.79 feet along said Easterly line to the point of beginning.