

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, September 26, 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. Ceremonial Matters
 1. Discussion and action to approve a resolution of commendation recognizing the Cross Plains Stingrays championship season.

- IV. 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 August 22, 2016 and minutes from special meeting held on August 30, 2016.

 2. Total Disbursements from August 5, 2016 through September 21, 2016 in the amount of \$1,885,261.92 as follows:
 - 110 – General Fund: \$80,637.36
 - 120 – Capital Fund: \$543,186.67
 - 130 – Library Fund: \$5,990.14
 - 140 – Parks/Rec Fund: \$13,347.97
 - 150 – Debt Service Fund: \$11,630.13
 - 310 – TID Fund: \$1,048,691.05
 - 660 – Water Fund: \$88,167.71
 - 670 – Sewer Fund: \$93,610.89

 3. Approval of an Operator’s (Bartender’s) License for Teranne Brenner.

 4. Approval of Resolution 17-2016 to exempt the Village of Cross Plains from the Dane County Library Tax.

5. Approval of invoices Moll Construction #1 and Parisi Construction #1 for Glacier Ridge Subdivision per development agreement.

V. Report of Village Officers

1. Village President
2. Village Administrator/Clerk-Treasurer
3. Miscellaneous Trustee Reports

VI. Committee Discussion

1. Plan Commission
 - a. Discussion and action to make a recommendation to the Village Board regarding a request from the West Gateway Inc. for a Specific Implementation Plan (SIP) for 1812-1904 Main Street in order to construct a mixed use residential and commercial building as a Planned Development (PD).
 - b. Discussion and action 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.

VII. General Business

1. Discussion and action regarding Resolution #18-2016 authorizing the issuance and sale of \$3,565,000 General Obligation Promissory Notes, Series 2016B.
2. Transmittal of the draft 2017 Budget from Village Staff to Village Board for review and consideration.

VIII. Adjournment

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

STATE OF WISCONSIN: DANE COUNTY: VILLAGE OF CROSS PLAINS

A resolution of commendation recognizing Cross Plains Stingrays Swim Team regarding their recent Conference Championship

RESOLUTION NO. 15-2016

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

WHEREAS, the Cross Plains Stingrays Swim Team includes many residents of the Village of Cross Plains and surrounding area between the ages of 18 and younger;

WHEREAS, the Cross Plains Stingrays Swim Team compiled an undefeated regular season team record in 2016;

WHEREAS, the Cross Plains Stingrays Swim Team has won the Tri-County Swim League Conference Championship in 2016;

WHEREAS, the Cross Plains Stingrays Swim Team offers an excellent community based organization that has offered our community youth, young adults, and parents an opportunity to gain confidence and skills, both individually and as a team, since 1972.

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Cross Plains hereby recognizes the Cross Plains Stingrays Swim Team, and congratulates the team, coaches, parents, supporters, and other volunteers on this tremendous achievement.

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

Dated this 22nd day of August 2016.

Village of Cross Plains:

Attest:

By: _____
Pat Andreoni
Village President

By: _____
Michael K. Axon
Interim Village Administrator/
Parks and Recreation Director

Village Board

Regular Meeting Minutes

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

Monday, August 22, 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 7:01 pm.

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

Also Present: Virginia Diebold, Bill Diebold, Brian Berquist, Amy Hansen, Rachel Pientka, and Tom Pientka.

II. Public Comment – None

III. Ceremonial Matters

1. **Discussion and action to approve a resolution of commendation recognizing the Cross Plains Stingrays championship season.** – Tabled to the September meeting.

IV. Consent Agenda – A motion was made by Trustee Ketelboeter, seconded by Trustee Zander, and unanimously carried by the Village Board to approve the Consent Agenda as follows:

1. Minutes of regular meeting held on July 25, 2016.
2. Total Disbursements from July, 20, 2016 through August 17, 2016, in the amount of \$235,961.77 as follows:

- 110 – General Fund: \$68,870.38
- 120 – Capital Fund: \$39,514.30
- 130 – Library Fund: \$7,314.76
- 140 – Parks/Rec Fund: \$30,786.80
- 150 – Debt Service Fund: \$19,975.00
- 310 – TID Fund: \$1,287.00
- 660 – Water Fund: \$28,930.80
- 670 – Sewer Fund: \$39,282.73

3. Approval of an Operator's (Bartender's) License for Michael W. Windels and Jordan D. Hill.
7. Approval of Invoices L45909 and L45910 from the Department of Transportation for work related to the reconstruction of Highway 14 (Main Street).

Trustee Brosius requested Consent Agenda Item #4, #5, #6 be removed for additional discussion. This item will be taken up under General Business.

V. Report of Village Officers

1. Village President

- Discussed the interview schedule for Thursday, September 8th regarding the four candidates chosen for the Administrator/Clerk position. A job offer will hopefully be made at the end of the day on September 8th.

2. Village Administrator/Clerk-Treasurer

- Stated that the Public Hearing on the Village's Petition for a new pedestrian railroad crossing will be held on Tuesday, August 30th at 1:00 pm.
- Public Facilities Director, Jerry Gray gave an update on the gateway signs located on Hwy 14 on the East and West ends of the Village. Construction of the signs should be completed within the next couple of weeks.

3. Miscellaneous Trustee Reports

- Jay Lengfeld received the Village EMS budget and they're looking to hire another fulltime EMT which Village cost would increase \$7500. The fire department is looking to purchase a new fire truck that is over \$600,000. The village cost share on this vehicle is 58%.

VI. Committee Discussion

1. Parks and Recreation Committee

- a. **Approval to modify the Village Ordinance regarding dogs on leash being allowed in Village Parks and open spaces.**

Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Lengfeld, and unanimously carried to have Attorney Johnson draft an ordinance to allow dogs on leash in public parks and open space areas, but not near shelters, playgrounds or on ball fields. Favor-5, Apposed-1 Trustee Ketelboeter. Motion carried.

2. Plan Commission

- a. **Discussion and action regarding a request from West Gateway Inc. for a Specific Implementation Plan (SIP) for 1812-1904 Main Street in order to construct a mixed use residential and commercial building as a Planned Development (PD).** – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Zander, and unanimously carried by the Village Board to approve the SIP for 1812-1904 Main Street subject to the following conditions:
- i. Exterior building façade, materials used, color, and pattern be subject to further discussion with samples provided to the next plan meeting.
 - ii. The exterior balcony and railings enhanced to feature a more esthetic design.

3. US Highway 14 Streetscape Workgroup

- a. **Discussion and action regarding the 2016 Streetscape Project Plan and Design by MSA Professional Services.** – Following discussion, a motion was made by Trustee Lengfeld, seconded by Trustee Sorenson, and unanimously carried by the Village Board to approve 2016 Streetscape Project Plan and Design by MSA Professional Services.

V. General Business

1. **Discussion and action regarding a Development Agreement with West Gateway Inc. to redevelop the property located at 1812-1904 Main Street as approved in the TIF Redevelopment Grant Application #2016-01.** – Following discussion, the Development Agreement with West Gateway Inc. was tabled.
2. **Presentation from Casey Koenig and Amy Hansen as they look to partner with the Village of Cross Plains to conduct a Market Analysis of our community.** – Following a presentation from Casey Koenig and the Chamber of Commerce, a motion by Trustee Ketelboeter, seconded by Trustee Brosius, and unanimously carried to partner with the Economic Development Committee to conduct a Market Analysis of our community in the form of \$2,000 as requested by the committee.
3. **Discussion and action to accept the Traffic Study of County Highway P (Church Street) as prepared by SRF Consulting.** – Following discussion, a motion was made by Trustee Lengfeld, seconded by Trustee Sorenson, and unanimously carried to accept the traffic study of County Highway P (Church Street) as prepared by SRF Consulting.

4. **Discussion regarding alternatives for intersection alignment at Church Street and Military Roads as recommended in the Traffic Study of County Highway P (Church Street).** – Brian Berquist, Town and Country Engineer presented alternatives and cost estimates for intersection alignment at Church Street and Military Road(s) recommended in the traffic study of County Highway P. Virginia Diebold presented the Village Board with a petition to exclude the roundabout as an alternative to include in the record.
5. **Discussion and action regarding Resolution 16-2016 concerning the closing between the Village of Cross Plains and VH Cross Plains, LLC on Lot 1, Glacier Ridge subdivision.** – A motion was made by Trustee Brosius, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to allow President Andreoni and Interim Administrator Axon, sign for the closing of Lot 1 with VH Cross Plains, LLC, of the Glacier Ridge Subdivision.
6. **Consent Agenda Item #4: Approval of a rezoning request within the Village extraterritorial jurisdiction from Josh W. Aeschbach of 5141 County Highway P in the Town of Berry from A-1EX (Exclusive Agriculture) to A-2(1) (Agriculture District) for a zoning compliance for existing parcel as recommended by the Plan Commission.** – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to approve the rezoning request within the Village Extraterritorial jurisdiction of 5141 Highway P in the Town of Berry from A-1EX to A-2(1) for zoning compliance as recommended by the Plan Commission.
7. **Consent Agenda Item #5: Approval of a rezoning request within the Village extraterritorial jurisdiction from Janice Doyle of 4575 Garfoot Road in the Town of Cross Plains from A-2(4) (Agricultural District) to A-2(2) (Agriculture District) for a shifting of property lines between adjacent land owners as recommended by the Plan Commission.** – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to approve the rezoning request within the Village extraterritorial jurisdiction from 4575 Garfoot Road in the Town of Cross Plains from A-2(4) to A-2(2) for a shifting of property lines between adjacent land owners as recommended by the Plan Commission.
8. **Consent Agenda Item #6: Approval of a rezoning request within the Village extraterritorial jurisdiction from Gary Nelson of 4924 Scherbel Road in the Town of Berry from A-1EX (Exclusive Agriculture) to A-2(1) (Agriculture District) for the creation of one residential lot as recommended by the Plan Commission.** – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to approve the rezoning request within the Village extraterritorial jurisdiction from 4924 Scherbel Road in the Town of Berry

from A-1EX to A-2(1) for the creation of one residential lot as recommended by the Plan Commission.

VII. Closed Session

1. The Village Board will meet in Closed Session pursuant to the following: - A motion was made by Trustee Brosius, seconded by Trustee Ketelboeter, for the Village Board to meet in Closed Session at 9:53 pm pursuant to the following subsections.

a. 19.85(1)(e) of Wisconsin Statutes to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding the acquisition of property and/or an easement at 1107 Bourbon Road for the Zander Park Trail Expansion Project.

A roll call vote is required. Yes – Andreoni, Brosius, Ketelboeter, Lengfeld, Sorensen, and Zander. No – None. Motion carried 6-0.

2. Reconvene into Open Session. – A motion was made by Trustee Lengfeld, seconded by Trustee Brosius, and unanimously carried by the Village Board.

3. Discussion and action regarding the acquisition of property and/or an easement at 1107 Bourbon Road for the Zander Park Trail Expansion Project. -Following discussion, a motion by Lengfeld, seconded by Trustee Ketelboeter, and unanimously carried by the Village Board to keep the current land easement on 1107 Bourbon Road for the Zander Park Trail Expansion Project.

VIII. Adjournment

A motion was made by Trustee Zander, Seconded by Trustee Brosius, and unanimously carried by the Village board to adjourn the meeting at 10:23 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,

Michael K. Axon
Interim Village Administrator/
Parks and Recreation Director

Village Board

Regular Meeting Minutes

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

Tuesday, August 30, 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 7:02 pm.

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

Also Present: Tom Pientka, Andrew Bremer

II. **Public Comment** – None

III. **Report of Village Officers**

1. Village President

- Discussed the daily interview schedule for Thursday, September 8th regarding the now 3 candidates chosen for the Administrator/Clerk position. Candidates will meet and greet starting at 10:00 am at CrossRoads Coffee House, followed by a community tour. After the tour candidates will join staff and Village Board members for lunch at a location to be determined. Starting at 1:00 pm, candidates will interview with department heads, interview with Village Board, and submit a written exercise via memorandum.

2. Interim Village Administrator/Parks and Recreation Director

- Stated that he will be on vacation starting Thursday, September 1st at 1:00 pm and be back on Tuesday.

3. Miscellaneous Trustee Reports

- None

IV. **General Business**

- 1. Discussion and action regarding a Development Agreement with West Gateway Inc. to redevelop the property located at 1812-1904 Main Street as approved in the TIF**

Redevelopment Grant Application #2016-01. – Following discussion, a motion was made by Trustee Ketelboeter, seconded by Trustee Zander, and unanimously carried by the Village Board to accept the Development Agreement with West Gateway Inc. to redevelop the property located at 1812-1904 Main Street as approved in the TIF.

- 2. Discussion and action regarding Resolution 17-2016 concerning the closing between the Village of Cross Plains and West Gateway, LLC on 1904 Main Street.** – Following discussion, a motion was made by Trustee Schunk, seconded by Trustee Zander, and unanimously approved to approve resolution 17-2016 concerning the closing between the Village of Cross Plains and West Gateway, LLC on 1904 Main Street.
- 3. Discussion and action regarding alternatives for intersection alignment at Church Street and Military Road(s) as recommended in the Traffic Study of County Highway P (Church Street).** – Following discussion, a motion was made by Trustee Brosius, seconded by Trustee Zander, and unanimously approved to exclude the roundabout option and accept the option currently used with the option of adding traffic signals in the future.

V. Adjournment

A motion was made by Trustee Schunk, seconded by Trustee Zander, and unanimously carried by the Village Board to adjourn the meeting at 7:40 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,

Michael K Axon
Interim Village Administrator

9/09/2016

9:52 AM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Voucher

ACCT

ALL FUNDS

Dated From: 8/05/2016

From Account:

Thru: 9/07/2016

Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|---------------------------|-------------------------|---|------------|
| 6997 | 8/17/2016 | Wisconsin Park & Recreation Association | |
| VOID Check | | Manual Check Nbr: | 41732 |
| 140-00-55200-205-000 | MEETINGS | | -75.00 |
| | | Total | -75.00 |
| 7000 | 8/24/2016 | Wis. Department of Transportation | |
| Hwy. 14 Project | | Manual Check Nbr: | 41819 |
| 670-00-57410-805-103 | INFRASTRUCTURE - HWY 14 | | 90,009.30 |
| Invoice #L45910 | | | |
| 660-00-57000-805-103 | INFRASTRUCTURE - HWY 14 | | 60,006.20 |
| | | Total | 150,015.50 |
| 7001 | 8/24/2016 | Wis. Department of Transportation | |
| Hwy. 14 Project | | Manual Check Nbr: | 41820 |
| 120-00-57300-805-103 | INFRASTRUCTURE - HWY 14 | | 68,000.98 |
| Invoice #L45909 | | | |
| | | Total | 68,000.98 |
| 7005 | 8/24/2016 | Terri Z. Buechner | |
| Yoga Instructor | | Manual Check Nbr: | 41821 |
| 140-00-55300-207-000 | SUPPORT SERVICES | | 160.00 |
| | | Total | 160.00 |
| 7006 | 8/24/2016 | Elizabeth Bakken | |
| Rec. Instructor | | Manual Check Nbr: | 41822 |
| 140-00-55300-207-000 | SUPPORT SERVICES | | 100.00 |
| | | Total | 100.00 |
| 7007 | 8/24/2016 | DANE COUNTY TREASURER | |
| Court Fines & Assessments | | Manual Check Nbr: | 41823 |
| 110-00-45110-000-000 | COURT PENALTIES & COSTS | | 60.00 |
| | | Total | 60.00 |
| 7008 | 8/24/2016 | State of Wis.-Court Fines & Surcharges | |
| Court Fines & Assessments | | Manual Check Nbr: | 41824 |

9/09/2016 9:52 AM

In Progress Checks - Full Report - ALL

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ALL Checks by Voucher

ACCT

ALL FUNDS

Dated From: 8/05/2016 From Account:

Thru: 9/07/2016 Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|--|---------------------|
| 110-00-45110-000-000 | | COURT PENALTIES & COSTS | 229.00 |
| Total | | | 229.00 |
| 7009 | 8/25/2016 | USA Football NFL Flage Jerseys,Flag Belts,Footballs | |
| | | Manual Check Nbr: | 41825 |
| 140-00-55300-306-101 | | PROGRAMS Invoice #2358083 | 4,125.00 |
| Total | | | 4,125.00 |
| 7011 | 8/25/2016 | Preferred Title, LLC W/D for bank check-purchase of land | |
| | | Manual Check Nbr: | VeridianLand |
| 120-00-57620-804-000 | | PROPERTY | 416,138.88 |
| Total | | | 416,138.88 |
| 7012 | 8/05/2016 | STATE BANK OF CROSS PLAINS Stop payment fees | |
| | | Manual Check Nbr: | Stop Pay Fee |
| 110-00-51410-399-000 | | MISCELLANEOUS | 60.00 |
| Total | | | 60.00 |
| 7013 | 8/31/2016 | Wisconsin Park & Recreation Association Summer Ticket Program | |
| | | Manual Check Nbr: | 41826 |
| 140-00-55300-306-101 | | PROGRAMS | 910.00 |
| Total | | | 910.00 |
| 7014 | 8/31/2016 | Wisconsin Park & Recreation Association VOID Check | |
| | | Manual Check Nbr: | 41826 |
| 140-00-55300-306-101 | | PROGRAMS | -910.00 |
| Total | | | -910.00 |
| 7015 | 8/31/2016 | Wisconsin Park & Recreation Association WPRA Ticket Program | |
| | | Manual Check Nbr: | 41827 |
| 140-00-55300-306-101 | | PROGRAMS | 3,310.57 |
| Total | | | 3,310.57 |

9/09/2016 9:52 AM

In Progress Checks - Full Report - ALL
ALL Checks by Voucher
ALL FUNDS

Page: 3
ACCT

Dated From: 8/05/2016 From Account:
Thru: 9/07/2016 Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|-----------------------|------------|---------------------------------------|--------|
| 7016 | 9/01/2016 | CHARTER COMMUNICATIONS | |
| Internet Services | | | |
| | | Manual Check Nbr: | 41828 |
| 110-00-53300-203-000 | | UTILITIES | 181.17 |
| | | | Total |
| | | | 181.17 |
| 7018 | 9/07/2016 | DPI | |
| Certification Renewal | | | |
| 130-00-55110-205-000 | | MEETINGS | 50.00 |
| | | | Total |
| | | | 50.00 |
| 7019 | 9/07/2016 | Easyp permit Postage | |
| Postage | | | |
| 110-00-51410-201-000 | | POSTAGE | 434.30 |
| | | | Total |
| | | | 434.30 |
| 7020 | 9/07/2016 | CHARTER COMMUNICATIONS | |
| Internet Service | | | |
| 110-00-52100-202-000 | | COMMUNICATION | 144.99 |
| | | | Total |
| | | | 144.99 |
| 7021 | 9/07/2016 | Nate Glynn | |
| Lawn Mowing | | | |
| 130-00-55110-399-000 | | MISCELLANEOUS | 175.00 |
| | | | Total |
| | | | 175.00 |
| 7022 | 9/07/2016 | Associated Appraisal Consultants Inc. | |
| Assessor Services | | | |
| 110-00-51530-207-000 | | SUPPORT SERVICES | 761.97 |
| Invoice #122067 | | | |
| | | | Total |
| | | | 761.97 |
| 7023 | 9/07/2016 | Ricoh Americas Corporation | |
| Copy Machine Lease | | | |
| 110-00-51600-301-000 | | EQUIPMENT | 238.96 |
| Invoice #21724772 | | | |

9/09/2016

9:52 AM

In Progress Checks - Full Report - ALL

Page: 4

ALL Checks by Voucher

ACCT

ALL FUNDS

Dated From: 8/05/2016

From Account:

Thru: 9/07/2016

Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|---|-----------------|
| Total | | | 238.96 |
| 7024 | 9/07/2016 | Complete Office of Wisconsin Markers, Account #11287 | |
| 110-00-51410-304-000 | | SUPPLIES | 77.48 |
| Total | | | 77.48 |
| 7025 | 9/07/2016 | Office Depot Supplies | |
| 110-00-51510-304-000 | | SUPPLIES Invoice #856875374001 | 143.84 |
| Total | | | 143.84 |
| 7026 | 9/07/2016 | JOHNSON, BLOCK & COMPANY, INC. Audit of Financial Statements | |
| 110-00-51510-207-000 | | SUPPORT SERVICES Invoice #431914 | 650.00 |
| 660-00-51400-923-000 | | CONTRACTED SERVICES | 325.00 |
| 670-00-51510-207-000 | | SUPPORT SERVICES | 450.00 |
| 660-00-51400-923-000 | | CONTRACTED SERVICES | 1,000.00 |
| Total | | | 2,425.00 |
| 7027 | 9/07/2016 | Kyle Neuser Rec. Soccer | |
| 140-00-46725-000-000 | | RECREATION | 148.75 |
| Total | | | 148.75 |
| 7028 | 9/07/2016 | Jennifer McGinnis Volleyball Camp | |
| 140-00-46725-000-000 | | RECREATION | 110.00 |
| Total | | | 110.00 |
| 7029 | 9/07/2016 | Natalie Tonkin Refund on Water/Sewer Bill | |

9/09/2016 9:52 AM

In Progress Checks - Full Report - ALL
ALL Checks by Voucher
ALL FUNDS

Page: 5
ACCT

Dated From: 8/05/2016 From Account:
Thru: 9/07/2016 Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|--------------|--------|
| 660-00-10000-131-000 | | CASH ACCOUNT | 83.83 |
| 670-00-10000-131-000 | | CASH ACCOUNT | 228.47 |
| | | Total | 312.30 |

7030 9/07/2016 Bond Trust Services Corporation
General Obligation Note

| | | | |
|----------------------|--|------------------|----------|
| 150-00-58000-602-000 | | INTEREST | 9,543.75 |
| | | Statement #31724 | |
| | | Total | 9,543.75 |

7031 9/07/2016 MIDWEST POOL SUPPLY
Pool Supplies, Invoice #64540

| | | | |
|----------------------|--|-------------|-------|
| 140-00-55420-305-000 | | MAINTENANCE | 35.97 |
| | | Total | 35.97 |

7032 9/07/2016 Carrico Aquatic Resources, Inc.
Pool Skimmer, Invoice #20162911

| | | | |
|----------------------|--|-------------|-------|
| 140-00-55420-305-000 | | MAINTENANCE | 57.62 |
| | | Total | 57.62 |

7033 9/07/2016 US CELLULAR
Cellular Phone Service

| | | | |
|----------------------|--|---------------|-------|
| 110-00-52100-202-000 | | COMMUNICATION | 67.50 |
| | | Total | 67.50 |

7034 9/07/2016 SOUTH CENTRAL LIBRARY SYSTEM
Monitor, Invoice #16-626

| | | | |
|----------------------|--|--------------------|--------|
| 130-00-55110-304-105 | | SUPPLIES - GENERAL | 115.19 |
| | | Total | 115.19 |

7035 9/07/2016 Ingram Library Services
Books

| | | | |
|----------------------|--|-------------------|-------|
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 38.58 |
| | | Invoice #94091582 | |

9/09/2016

9:52 AM

In Progress Checks - Full Report - ALL

Page: 6

ALL Checks by Voucher

ACCT

ALL FUNDS

Dated From: 8/05/2016

From Account:

Thru: 9/07/2016

Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|------------------------------------|----------|
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 14.51 |
| | | Invoice #94134003 | |
| | | Total | 53.09 |
| 7036 | 9/07/2016 | Junior Library Guild | |
| | | Books | |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 168.75 |
| | | Invoice #325748 | |
| | | Total | 168.75 |
| 7037 | 9/07/2016 | H & H Industries | |
| | | Filters, Inspection | |
| 130-00-51600-305-000 | | MAINTENANCE | 1,109.00 |
| | | Invoice #16-1794 | |
| 130-00-55110-304-105 | | SUPPLIES - GENERAL | 317.44 |
| | | Total | 1,426.44 |
| 7038 | 9/07/2016 | Vandewalle & Associates, Inc. | |
| | | Professional Services | |
| 120-00-57140-207-000 | | SUPPORT SERVICES | 2,938.75 |
| | | Civic Campus Plan, Inv. #201608003 | |
| 110-00-56400-207-101 | | SUPPORT SERVICES - GENERAL | 2,216.70 |
| | | Current Planning, Inv. #201608004 | |
| | | Total | 5,155.45 |
| 7039 | 9/07/2016 | Herrick & Kasdorf, LLP | |
| | | Legal Fees | |
| 110-00-51410-208-000 | | LEGAL FEES | 342.00 |
| | | Account #31744-0000I | |
| | | Total | 342.00 |
| 7040 | 9/07/2016 | Jason Franzen | |
| | | LaCrosse Camp | |
| 140-00-46725-000-000 | | RECREATION | 65.00 |
| | | Total | 65.00 |
| 7041 | 9/07/2016 | Nicole Kartman | |
| | | Flag Football Refund | |

Dated From: 8/05/2016 From Account:
 Thru: 9/07/2016 Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|--|------------|-------------------------------------|------------------|
| 140-00-46725-000-000 | | RECREATION | 40.00 |
| Total | | | 40.00 |
| <hr/> | | | |
| 7042 | 9/07/2016 | CHARTER COMMUNICATIONS | |
| Internet Service | | | |
| 110-00-51600-202-000 | | COMMUNICATION | 146.96 |
| Total | | | 146.96 |
| <hr/> | | | |
| 7043 | 9/07/2016 | TOWN & COUNTRY ENGINEERING, INC. | |
| Engineering Fees | | | |
| 120-00-57300-805-104 | | INFRASTRUCTURE - CTY HWY P | 8,600.45 |
| Hwy. P Reconstruction, Invoice #16976 | | | |
| 120-00-57300-207-102 | | SUPP. SRVCS - STORMWATER PLAN | 1,325.00 |
| MS 4 Permit Preparation, Invoice #16977 | | | |
| 660-00-57000-207-000 | | SUPPORT SERVICES | 416.64 |
| Main St. Construction, Invoice #16978 | | | |
| 670-00-57410-207-000 | | SUPPORT SERVICES | 624.96 |
| Main St. Construction, Invoice #16978 | | | |
| 110-00-56400-207-101 | | SUPPORT SERVICES - GENERAL | 1,926.40 |
| Glacier Ridge Dev, Invoice #16979 | | | |
| 310-00-51410-207-000 | | SUPPORT SERVICES | 105.00 |
| 2016 Iconica Development, Invoice #16980 | | | |
| Total | | | 12,998.45 |
| <hr/> | | | |
| 7044 | 9/07/2016 | Cross Plains Chamber of Commerce | |
| Market Analysis Funding | | | |
| 110-00-51900-000-000 | | CONTINGENCY | 2,000.00 |
| Total | | | 2,000.00 |
| <hr/> | | | |
| 7045 | 9/07/2016 | Middleton-Cross Plains School Dist. | |
| Facility Use, Invoice #3375 | | | |
| 140-00-55300-306-101 | | PROGRAMS | 636.50 |
| Total | | | 636.50 |
| <hr/> | | | |
| 7046 | 9/07/2016 | Curtis Smith | |
| Water/Sewer Refund | | | |

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|-------------------------------------|------------|---|-----------|
| 660-00-10000-131-000 | | CASH ACCOUNT | 73.62 |
| 670-00-10000-131-000 | | CASH ACCOUNT | 227.66 |
| | | Total | 301.28 |
| <hr/> | | | |
| 7047 | 9/07/2016 | Katy Ripp | |
| Interval 45 Instructor | | | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 440.00 |
| | | Total | 440.00 |
| <hr/> | | | |
| 7048 | 9/07/2016 | TOWN & COUNTRY SANITATION | |
| Garbage & Recycling Pickup | | | |
| 110-00-53620-207-001 | | GARBAGE COLLECTION | 9,150.00 |
| Account #4176 | | | |
| 110-00-53620-207-002 | | RECYCLING COLLECTION | 3,965.00 |
| | | Total | 13,115.00 |
| <hr/> | | | |
| 7049 | 9/07/2016 | US CELLULAR | |
| Cellular Phone Service | | | |
| 660-00-53700-601-200 | | OPERATION - EXPENSE | 185.35 |
| 670-00-51600-202-000 | | COMMUNICATION | 185.35 |
| 110-00-53300-202-000 | | COMMUNICATION | 185.34 |
| | | Total | 556.04 |
| <hr/> | | | |
| 7050 | 9/07/2016 | HELLENBRAND WELDING | |
| Repair Sludge Tank,Tail Gate Repair | | | |
| 670-00-57410-803-000 | | EQUIPMENT | 1,116.50 |
| | | Total | 1,116.50 |
| <hr/> | | | |
| 7051 | 9/07/2016 | WISCONSIN PROFESSIONAL POLICE ASSOCIATION | |
| Union Dues, #55 | | | |
| 110-00-21350-000-000 | | UNION DUES - POLICE | 124.50 |
| | | Total | 124.50 |

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| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|--|--------|
| 7052 | 9/07/2016 | Motion Picture Licensing Corporation Supplies, Invoice #504039149 | |
| 130-00-55110-304-102 | | SUPPLIES - REFERENCE MATERIALS | 109.61 |
| | | Total | 109.61 |
| 7053 | 9/07/2016 | The Progressive Subscription Renewal | |
| 130-00-55110-304-103 | | SUPPLIES - PERIODICALS | 13.97 |
| | | Total | 13.97 |
| 7054 | 9/07/2016 | BAKER & TAYLOR, INC. Books | |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS Invoice #2032220493 | 197.02 |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS Invoice #2032212179 | 183.46 |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS Invoice #2032242377 | 119.21 |
| | | Total | 499.69 |
| 7055 | 9/07/2016 | Dane County Library Service Books, Invoice #2016 0823 GBRCSP | |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 126.60 |
| | | Total | 126.60 |
| 7056 | 9/07/2016 | Bando Organics Apply Compost Tea To Turf | |
| 130-00-55110-399-000 | | MISCELLANEOUS Invoice #1335 | 101.00 |
| | | Total | 101.00 |
| 7057 | 9/07/2016 | MIDWEST TAPE Audiovisual | |
| 130-00-55110-304-104 | | SUPPLIES - AUDIOVISUAL Invoice #94212553 | 39.99 |
| 130-00-55110-304-104 | | SUPPLIES - AUDIOVISUAL Invoice #94231703 | 40.94 |

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|----------------------|------------|----------------------------------|----------|
| 130-00-55110-304-104 | | SUPPLIES - AUDIOVISUAL | 41.99 |
| | | Invoice #94268802 | |
| | | Total | 122.92 |
| 7058 | 9/07/2016 | Madison Public Library | |
| | | Refund on Lost Item | |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 16.99 |
| | | Total | 16.99 |
| 7059 | 9/07/2016 | Schwaab, Inc. | |
| | | Stamp Pads, Invoice #A068314 | |
| 110-00-51510-304-000 | | SUPPLIES | 54.48 |
| | | Total | 54.48 |
| 7060 | 9/07/2016 | Johnson Inspection LLC | |
| | | Building Inspections | |
| 110-00-52400-207-000 | | SUPPORT SERVICES | 1,895.85 |
| | | Total | 1,895.85 |
| 7061 | 9/07/2016 | USA Football | |
| | | Flag Football Jersey | |
| 140-00-55300-306-101 | | PROGRAMS | 25.00 |
| | | Invoice #2377412 | |
| 140-00-55300-306-101 | | PROGRAMS | 175.00 |
| | | Invoice #2372952 | |
| | | Total | 200.00 |
| 7062 | 9/07/2016 | Immaculate Cleaning, Inc. | |
| | | Cleaning Services, Invoice #5483 | |
| 110-00-51600-207-000 | | SUPPORT SERVICES | 343.75 |
| | | Total | 343.75 |
| 7063 | 9/07/2016 | CAPITAL COMPUTER | |
| | | Toner Cartridge, Invoice #61265 | |
| 110-00-52100-304-000 | | SUPPLIES | 89.90 |

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|----------------------|------------|--|---------------------|
| Total | | | 89.90 |
| <hr/> | | | |
| 7065 | 9/07/2016 | Lark Uniform Outfitters, Inc. Nametag,Hat | |
| 110-00-52100-178-000 | | UNIFORM Invoice #227448 | 18.95 |
| 110-00-52100-178-000 | | UNIFORM Invoice #227384 | 58.90 |
| Total | | | 77.85 |
| <hr/> | | | |
| 7066 | 9/07/2016 | Securian Financial Group, Inc. Life Insurance | |
| 110-00-21345-000-000 | | EMPLOYEE ADDITIONAL LIFE | 244.23 |
| 110-00-21346-000-000 | | EMPLOYEE SUPPLEMENTAL LIF | 81.41 |
| 110-00-21347-000-000 | | EMPLOYEE SPOUSE/DEP.LIFE | 10.50 |
| 110-00-51430-176-000 | | LIFE INSURANCE | 11.32 |
| 110-00-52100-176-000 | | LIFE INSURANCE | 57.05 |
| 110-00-53300-176-000 | | LIFE INSURANCE | 66.41 |
| 140-00-51430-176-000 | | LIFE INSURANCE | 8.22 |
| 130-00-51430-176-000 | | LIFE INSURANCE | 69.97 |
| 660-00-51400-926-000 | | EMPLOYEE BENEFITS | 21.04 |
| 670-00-53610-176-000 | | LIFE INSURANCE | 30.79 |
| Total | | | 600.94 |
| <hr/> | | | |
| 7067 | 9/06/2016 | West Gateway Developer agreement payment | |
| 310-00-51410-701-000 | | REDEVELOPMENT GRANTS | 1,025,000.00 |
| Total | | | 1,025,000.00 |
| <hr/> | | | |
| 7068 | 9/07/2016 | US CELLULAR Cellular Phone Service | |

Manual Check Nbr:

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Dated From: 8/05/2016 From Account:
 Thru: 9/07/2016 Thru Account:

| Voucher Nbr | Check Date | Payee | Amount |
|----------------------|------------|---------------|--------------|
| 110-00-52100-202-000 | | COMMUNICATION | 41.20 |
| Total | | | 41.20 |

| | | | |
|----------------------|-----------|--------------------------------|-------------------------------------|
| 7069 | 9/07/2016 | ELECTRONIC FEDERAL TAX DEPOSIT | |
| 9/9/16 paydate | | | Manual Check Nbr: FICA 18.16 |
| 110-00-21311-000-000 | | FEDERAL WITHHOLD TAX PAY | 3,608.81 |
| 110-00-21331-000-000 | | FICA TAXES PAYABLE | 3,103.51 |
| 110-00-21331-000-000 | | FICA TAXES PAYABLE | 3,103.51 |
| Total | | | 9,815.83 |

| | | | |
|----------------------------|-----------|-------------------------|--------------|
| 7070 | 9/07/2016 | News Publishing Company | |
| Notices, Account #99101876 | | | |
| 110-00-51440-206-000 | | PRINTING | 23.94 |
| Total | | | 23.94 |

| | | | |
|-------------------------------|-----------|-------------------------|-------------|
| 7071 | 9/07/2016 | WEAVER AUTO PARTS | |
| Supplies, Invoice #05IN014384 | | | |
| 110-00-53300-305-102 | | MAINTENANCE - EQUIPMENT | 9.45 |
| Total | | | 9.45 |

| | | | |
|----------------------|-----------|-------------------------------|--------------------------------------|
| 7072 | 9/07/2016 | STATE OF WI - ELECTRONIC FUND | |
| 9/9/16 paydate | | | Manual Check Nbr: STATE 18.16 |
| 110-00-21312-000-000 | | STATE WITHHOLD TAX PAY | 1,718.92 |
| Total | | | 1,718.92 |

| | | | |
|-------------------------------|-----------|-------------------------------|--------------|
| 7073 | 9/07/2016 | Madison Truck Equipment, Inc. | |
| Tail Lights, Invoice #8-76227 | | | |
| 110-00-53300-305-101 | | MAINTENANCE - VEHICLE | 30.00 |
| Total | | | 30.00 |

| | | | |
|-----------------------------|-----------|--------------------|--------|
| 7074 | 9/07/2016 | Bruce Equipment | |
| Sonetics Headset,Suspension | | | |
| 110-00-53300-304-101 | | SUPPLIES - GENERAL | 665.39 |
| Invoice #E00036 | | | |

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|----------------------|------------|---------------------------------|---------------------|
| 110-00-53300-305-102 | | MAINTENANCE - EQUIPMENT | 131.64 |
| | | Invoice #P00499 | |
| | | Total | 797.03 |
| 7075 | 9/07/2016 | NIESEN & SON LANDSCAPING | |
| | | Rebuild Wall, Invoice #009797 | |
| 110-00-53300-305-103 | | MAINTENANCE - INFRASTRUCTURE | 3,785.50 |
| | | Total | 3,785.50 |
| 7076 | 9/07/2016 | Lawns Unlimited LLC | |
| | | Lawn Mowing, Invoice #12235 | |
| 110-00-53300-207-000 | | SUPPORT SERVICES | 5,863.00 |
| | | Total | 5,863.00 |
| 7077 | 9/07/2016 | WISCONSIN DEFERRED COMPENSATION | |
| | | 9/9/16 paydate | |
| | | Manual Check Nbr: | DEF 18.16 |
| 110-00-21349-000-000 | | WI DEFERRED COMP | 275.00 |
| | | Total | 275.00 |
| 7078 | 9/07/2016 | North Shore Bank 457 | |
| | | 9/9/16 paydate | |
| | | Manual Check Nbr: | NORTH 18.16 |
| 110-00-21349-001-000 | | 457 DEFERRED COMP | 105.00 |
| | | Total | 105.00 |
| 7079 | 9/07/2016 | Expert Pay Electronic Payment | |
| | | 9/9/16 paydate | |
| | | Manual Check Nbr: | GARNISH18.16 |
| 110-00-21349-003-000 | | WELLNESS BENEFIT | 862.14 |
| | | Total | 862.14 |
| 7080 | 9/07/2016 | John Deere Financial | |
| | | Parts, Account #70107-40595 | |
| 110-00-53300-305-102 | | MAINTENANCE - EQUIPMENT | 12.60 |
| | | Total | 12.60 |

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|----------------------|------------|-------------------------------------|--------|
| 7081 | 9/07/2016 | TAPCO | |
| | | Signs, Invoice #I536967 | |
| 110-00-53300-305-103 | | MAINTENANCE - INFRASTRUCTURE | 395.82 |
| | | Total | 395.82 |
| 7082 | 9/07/2016 | NORTH CENTRAL LABORATORIES | |
| | | Spadns Reagent,Nitrogen Ammonia Kit | |
| 670-00-53610-304-000 | | SUPPLIES | 195.37 |
| | | Invoice #377293 | |
| | | Total | 195.37 |
| 7083 | 9/07/2016 | DELUXE DISTRIBUTORS | |
| | | Towels, Tissue Paper | |
| 670-00-53610-304-000 | | SUPPLIES | 509.49 |
| | | Invoice #4608 | |
| | | Total | 509.49 |
| 7084 | 9/07/2016 | NORTHERN LAKE SERVICE, INC. | |
| | | Phosphorus, Sample Transport | |
| 670-00-53610-207-000 | | SUPPORT SERVICES | 33.00 |
| | | Invoice #300762 | |
| | | Total | 33.00 |
| 7085 | 9/07/2016 | Crescent Electric Supply Co. | |
| | | Supplies | |
| 110-00-53300-304-101 | | SUPPLIES - GENERAL | 24.49 |
| | | Invoice #S502443202.001 | |
| 110-00-53300-304-101 | | SUPPLIES - GENERAL | 10.48 |
| | | Invoice #S502436255.001 | |
| | | Total | 34.97 |
| 7086 | 9/07/2016 | Lisa M. Davis | |
| | | Cleaning Services | |
| 110-00-52100-207-000 | | SUPPORT SERVICES | 150.00 |
| | | Total | 150.00 |
| 7087 | 9/07/2016 | DRS LIMITED | |
| | | Municipal Driveway Mix | |

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|----------------------|------------|---|-----------------|
| 660-00-53700-673-000 | | MAINTENANCE OF MAINS | 1,123.32 |
| | | Invoice #036396 | |
| 660-00-53700-673-000 | | MAINTENANCE OF MAINS | 425.73 |
| | | Invoice #036403 | |
| Total | | | 1,549.05 |
| <hr/> | | | |
| | 7088 | 9/07/2016 Interstate All Battery Center | |
| | | Battery, Invoice #1905101008621 | |
| 110-00-53300-305-102 | | MAINTENANCE - EQUIPMENT | 103.95 |
| Total | | | 103.95 |
| <hr/> | | | |
| | 7089 | 9/07/2016 Cintas Corporation #446 | |
| | | Mat & Uniform Service,Clean Floors | |
| 110-00-53300-178-000 | | UNIFORM | 358.52 |
| | | Account #446-01247 | |
| 110-00-51600-304-000 | | SUPPLIES | 123.10 |
| | | Account #446-09733 | |
| 110-00-52100-207-000 | | SUPPORT SERVICES | 47.74 |
| | | Account #446-09039 | |
| 110-00-51600-304-000 | | SUPPLIES | 226.52 |
| | | Account #446-09039 | |
| 110-00-52100-207-000 | | SUPPORT SERVICES | 37.12 |
| | | Account #446-09039 | |
| 110-00-51600-304-000 | | SUPPLIES | 35.18 |
| | | Account #446-09039 | |
| Total | | | 828.18 |
| <hr/> | | | |
| | 7091 | 9/07/2016 TERRY'S PIGGLY WIGGLY | |
| | | Supplies | |
| 140-00-55300-306-101 | | PROGRAMS | 26.74 |
| 110-00-51440-205-000 | | MEETINGS | 111.30 |
| 140-00-55300-306-101 | | PROGRAMS | 19.51 |
| 140-00-55300-306-101 | | PROGRAMS | 11.98 |
| Total | | | 169.53 |

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|----------------------|------------|--|-----------|
| 7092 | 9/07/2016 | LaCrosse Sign Co. Gateway signs | |
| 120-00-57300-805-103 | | INFRASTRUCTURE - HWY 14 | 31,340.00 |
| | | Total | 31,340.00 |
| 7093 | 9/07/2016 | Red Arrow Electric Meter pedestal, breakers, wire-end signs | |
| 120-00-57300-805-103 | | INFRASTRUCTURE - HWY 14 | 3,000.00 |
| | | Total | 3,000.00 |
| 7094 | 9/07/2016 | SAEMAN LUMBER CO. Wood | |
| 140-00-55200-305-000 | | MAINTENANCE | 84.00 |
| 140-00-55200-305-000 | | MAINTENANCE | 53.85 |
| 140-00-55200-305-000 | | MAINTENANCE | -40.17 |
| | | Total | 97.68 |
| 7095 | 9/07/2016 | Elizabeth Bakken Rec. Instructor | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 80.00 |
| | | Total | 80.00 |
| 7096 | 9/07/2016 | Jen Feltz Yoga instructor | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 120.00 |
| | | Total | 120.00 |
| 7097 | 9/07/2016 | Terri Z. Buechner Yoga instructor | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 80.00 |
| | | Total | 80.00 |
| 7098 | 9/07/2016 | WORLD OF VARIETY Rec. supplies | |

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|----------------------|------------|--|----------|
| 140-00-55300-304-000 | | SUPPLIES | 77.20 |
| 140-00-55200-304-000 | | SUPPLIES | 25.98 |
| 140-00-55420-305-000 | | MAINTENANCE | 11.98 |
| | | Total | 115.16 |
| <hr/> | | | |
| 7099 | 9/07/2016 | The Sherwin-Williams Company Supplies, invoice #6137-1 | |
| 140-00-55200-304-000 | | SUPPLIES | 47.95 |
| | | Total | 47.95 |
| <hr/> | | | |
| 7100 | 9/07/2016 | CAPITOL SAND & GRAVEL CO., INC. Gravel, invoice #8-1938 | |
| 140-00-55200-305-000 | | MAINTENANCE | 21.17 |
| | | Total | 21.17 |
| <hr/> | | | |
| 7101 | 9/07/2016 | BADGER SWIM POOLS, INC. Pool pump, motor | |
| 120-00-57620-802-000 | | FACILITY | 4,217.50 |
| | | Total | 4,217.50 |
| <hr/> | | | |
| 7102 | 9/07/2016 | SAM'S CLUB/GEMB Concessions, supplies | |
| 140-00-55420-307-000 | | CONCESSIONS | 54.35 |
| 140-00-55300-306-101 | | PROGRAMS | 53.28 |
| 140-00-55420-307-000 | | CONCESSIONS | 163.92 |
| | | Total | 271.55 |
| <hr/> | | | |
| 7103 | 9/07/2016 | RBS Active Wear Baseball T-shirts, staff shirts | |
| 140-00-55300-178-000 | | UNIFORM | 1,136.90 |
| | | Total | 1,136.90 |

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|----------------------|------------|--|--------------|
| 7104 | 9/07/2016 | Richardson Sanitation Service Portable toilets, invoice #5588 | |
| 140-00-55200-207-000 | | SUPPORT SERVICES | 686.00 |
| | | Total | 686.00 |
| | | Grand Total | 1,793,611.11 |

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| | |
|--|--------------|
| Total Expenditure from Fund # 110 - GENERAL FUND | 51,002.69 |
| Total Expenditure from Fund # 120 - CAPITAL PROJECT FUND | 535,561.56 |
| Total Expenditure from Fund # 130 - LIBRARY FUND | 3,049.22 |
| Total Expenditure from Fund # 140 - PARKS/RECREATION FUND | 12,077.27 |
| Total Expenditure from Fund # 150 - DEBT SERVICE FUND | 9,543.75 |
| Total Expenditure from Fund # 310 - TAX INCREMENT DISTRICT | 1,025,105.00 |
| Total Expenditure from Fund # 660 - WATER | 63,660.73 |
| Total Expenditure from Fund # 670 - SEWER | 93,610.89 |
| Total Expenditure from all Funds | 1,793,611.11 |

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Dated From: 9/13/2016 From Account:

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| Check Nbr | Check Date | Payee | Amount |
|------------------------------------|------------|--------------------------------------|----------|
| 41924 | 9/13/2016 | Elizabeth Bakken | |
| Rec. Instructor | | Manual Check | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 40.00 |
| | | Total | 40.00 |
| 41925 | 9/13/2016 | Randal G. Briske | |
| Umpire Services | | Manual Check | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 119.00 |
| | | Total | 119.00 |
| 41926 | 9/13/2016 | Dan Kubly | |
| Umpire Services | | Manual Check | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 119.00 |
| | | Total | 119.00 |
| 41935 | 9/21/2016 | KWIK TRIP INC. | |
| Gas for Vehicles, Account #0600665 | | | |
| 140-00-55200-303-000 | | FUEL | 186.11 |
| 110-00-53300-303-000 | | FUEL | 503.89 |
| 110-00-52100-303-000 | | FUEL | 606.50 |
| 660-00-53700-673-000 | | MAINTENANCE OF MAINS | 79.80 |
| 670-00-53610-303-000 | | FUEL | 79.80 |
| | | Total | 1,456.10 |
| 41936 | 9/21/2016 | 5 Alarm Fire & Safety Equipment, LLC | |
| Equipment | | | |
| 670-00-53610-301-000 | | EQUIPMENT | 460.60 |
| Customer #6641 | | | |
| | | Total | 460.60 |
| 41937 | 9/21/2016 | 1st Ayd Corporation | |
| Invoice #PSI56196 | | | |
| 670-00-53610-301-000 | | EQUIPMENT | 446.27 |
| Equipment | | | |

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ACCT

ALL FUNDS

Dated From: 9/13/2016

From Account:

Thru: 9/21/2016

Thru Account:

| Check Nbr | Check Date | Payee | Amount | |
|----------------------|------------|--|--------|--------|
| | | | Total | 446.27 |
| 41938 | 9/21/2016 | Associated Appraisal Consultants Inc. Assessor Services | | |
| 110-00-51530-207-000 | | SUPPORT SERVICES Invoice #122289 | 761.97 | |
| | | | Total | 761.97 |
| 41939 | 9/21/2016 | PURCHASE POWER | | |
| 110-00-51410-201-000 | | POSTAGE | 520.99 | |
| | | | Total | 520.99 |
| 41940 | 9/21/2016 | Maintenance Services of Madison, Inc. Janitorial Services | | |
| 130-00-51600-207-000 | | SUPPORT SERVICES Invoice #3138 | 649.12 | |
| 110-00-51600-207-000 | | SUPPORT SERVICES | 216.38 | |
| | | | Total | 865.50 |
| 41941 | 9/21/2016 | State Bank of Cross Plains1 Supplies | | |
| 130-00-55110-304-105 | | SUPPLIES - GENERAL | 81.51 | |
| 130-00-55110-304-104 | | SUPPLIES - AUDIOVISUAL | 62.05 | |
| 130-00-55110-304-105 | | SUPPLIES - GENERAL | 6.07 | |
| | | | Total | 149.63 |
| 41942 | 9/21/2016 | State Bank of Cross Plains1 Supplies | | |
| 130-00-55110-304-105 | | SUPPLIES - GENERAL | 28.85 | |
| | | | Total | 28.85 |
| 41943 | 9/21/2016 | State Bank of Cross Plains1 Conference | | |
| 110-00-52100-205-000 | | MEETINGS | 248.85 | |

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ALL FUNDS

Dated From: 9/13/2016 From Account:
Thru: 9/21/2016 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|------------|--|----------|
| Total | | | 248.85 |
| 41944 | 9/21/2016 | State Bank of Cross Plains1 Supplies, Maintenance | |
| 660-00-53700-652-200 | | MAINTENANCE - EXPENSE | 2,667.00 |
| 110-00-53300-304-101 | | SUPPLIES - GENERAL | 494.27 |
| Total | | | 3,161.27 |
| 41945 | 9/21/2016 | WEAVER AUTO PARTS Oil Filters, Oil, Turn Light | |
| 110-00-53300-305-101 | | MAINTENANCE - VEHICLE Invoice #06IN015138 | 64.25 |
| 110-00-53300-305-101 | | MAINTENANCE - VEHICLE Invoice #06IN015152 | 9.09 |
| Total | | | 73.34 |
| 41946 | 9/21/2016 | Crescent Electric Supply Co. Maintenance, Customer #61349 | |
| 140-00-55420-305-000 | | MAINTENANCE Maintenance, Customer #61349 | 34.97 |
| Total | | | 34.97 |
| 41947 | 9/21/2016 | Mahoney Network Solutions, LLC Professional Services | |
| 140-00-55200-302-000 | | TECHNOLOGY Invoice #2831 | 90.00 |
| Total | | | 90.00 |
| 41948 | 9/21/2016 | DANE COUNTY CLERK Absentee Envelopes, Invoice #2016-3 | |
| 110-00-51440-304-000 | | SUPPLIES | 110.00 |
| Total | | | 110.00 |
| 41949 | 9/21/2016 | UW Provision Company Concessions, Invoice #1787357 | |
| 140-00-55200-307-000 | | CONCESSIONS | 47.80 |

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Dated From: 9/13/2016

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Thru: 9/21/2016

Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------------------|------------|---------------------------------|-----------------|
| Total | | | 47.80 |
| 41950 | 9/21/2016 | Demco | |
| Supplies | | | |
| 130-00-55110-304-105 | | SUPPLIES - GENERAL | 261.35 |
| Total | | | 261.35 |
| 41951 | 9/21/2016 | BAKER & TAYLOR, INC. | |
| Books | | | |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 742.37 |
| Invoice #2032266343 | | | |
| 130-00-55110-304-101 | | SUPPLIES - BOOKS | 463.08 |
| Invoice #2032264662 | | | |
| Total | | | 1,205.45 |
| 41952 | 9/21/2016 | MSA Professional Services, Inc. | |
| Professional Services | | | |
| 310-00-51410-207-000 | | SUPPORT SERVICES | 2,086.38 |
| Project #R03535012.0 | | | |
| 120-00-57300-207-000 | | SUPPORT SERVICES | 1,941.00 |
| Project #R03535021.0 | | | |
| Total | | | 4,027.38 |
| 41953 | 9/21/2016 | TDS TELECOM | |
| Telephone Bills | | | |
| 110-00-53300-202-000 | | COMMUNICATION | 170.01 |
| 140-00-55420-203-000 | | UTILITIES | 37.68 |
| 660-00-51400-923-000 | | CONTRACTED SERVICES | 38.91 |
| 670-00-51600-202-000 | | COMMUNICATION | 202.48 |
| 110-00-51600-202-000 | | COMMUNICATION | 256.55 |
| 130-00-51600-202-000 | | COMMUNICATION | 121.52 |
| Total | | | 827.15 |

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Dated From: 9/13/2016

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Thru: 9/21/2016

Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|------------|---|-----------|
| 41954 | 9/21/2016 | Acuity Consulting Services LLC Subscription, #0000542 | |
| 110-00-52100-302-000 | | TECHNOLOGY | 1,651.40 |
| | | Total | 1,651.40 |
| 41955 | 9/21/2016 | H.J. Pertzborn Plumbing & Fire Protection Sprinkler & Hydrant Inspection | |
| 130-00-55110-301-000 | | EQUIPMENT Invoice #191984 | 415.00 |
| | | Total | 415.00 |
| 41956 | 9/21/2016 | Agsource Cooperative Services Support Services | |
| 670-00-53610-207-000 | | SUPPORT SERVICES Invoice #2016081211603 | 1,547.50 |
| | | Total | 1,547.50 |
| 41957 | 9/21/2016 | FIRST SUPPLY MADISON Parts, Invoice #5014690 | |
| 660-00-53700-677-000 | | MAINTENANCE OF HYDRANTS | 269.68 |
| | | Total | 269.68 |
| 41958 | 9/21/2016 | HD Supply Waterworks, Ltd. Supplies | |
| 660-00-53700-677-000 | | MAINTENANCE OF HYDRANTS Invoice #G052156 | 16,430.00 |
| 660-00-53700-677-000 | | MAINTENANCE OF HYDRANTS Invoice #G069539 | 4,073.00 |
| | | Total | 20,503.00 |
| 41959 | 9/21/2016 | DANE-IOWA WASTEWATER Sludge Hauling & Testing | |
| 670-00-53610-207-000 | | SUPPORT SERVICES Invoice #2586 | 396.00 |
| 670-00-53630-207-000 | | SUPPORT SERVICES Invoice #2584 | 15,772.63 |
| | | Total | 16,168.63 |

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Dated From: 9/13/2016 From Account:
Thru: 9/21/2016 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|------------|---|----------|
| 41960 | 9/21/2016 | UNITED LABORATORIES Pond Restorer, Fog Away | |
| 670-00-53610-307-000 | | SYSTEM MAINTENANCE Invoice #INV165637 | 4,401.70 |
| | | Total | 4,401.70 |
| 41961 | 9/21/2016 | TEAM LABORATORY CHEMICAL CORP. Super Bugs, Invoice #INV0003254 | |
| 670-00-53610-307-000 | | SYSTEM MAINTENANCE | 1,200.00 |
| | | Total | 1,200.00 |
| 41962 | 9/21/2016 | Middleton Cooperative Diesel Fuel, Customer #170070 | |
| 110-00-53300-303-000 | | FUEL | 343.72 |
| | | Total | 343.72 |
| 41963 | 9/21/2016 | Mazo Hardware Hank Supplies, Account #7503 | |
| 110-00-53300-301-000 | | EQUIPMENT | 46.97 |
| | | Total | 46.97 |
| 41964 | 9/21/2016 | KALSCHEUR IMPLEMENT CO. Parts, Customer #672 | |
| 110-00-53300-305-102 | | MAINTENANCE - EQUIPMENT Invoice #IN18061 | 24.05 |
| 110-00-53300-305-102 | | MAINTENANCE - EQUIPMENT Invoice #IN17014 | 78.84 |
| 110-00-53300-301-000 | | EQUIPMENT Invoice #EQ16300 | 515.00 |
| | | Total | 617.89 |
| 41965 | 9/21/2016 | Lawns Unlimited LLC Mowing, Invoice #12305 | |
| 110-00-53300-207-000 | | SUPPORT SERVICES | 7,382.00 |
| | | Total | 7,382.00 |

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Dated From: 9/13/2016 From Account:
Thru: 9/21/2016 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|------------|--|--------|
| 41966 | 9/21/2016 | STATE LABORATORY OF HYGIENE Water Sampling, Invoice #471853 | |
| 660-00-53700-642-200 | | OPERATION - EXPENSE | 25.00 |
| | | Total | 25.00 |
| 41967 | 9/21/2016 | FASTENAL COMPANY Cable Ties | |
| 660-00-53700-676-000 | | MAINTENANCE OF METERS Invoice #WIMID230885 | 2.66 |
| 110-00-53300-304-101 | | SUPPLIES - GENERAL Invoice #WIMID230909 | 29.59 |
| 110-00-53300-305-103 | | MAINTENANCE - INFRASTRUCTURE Invoice #WIMIC230884 | 9.64 |
| | | Total | 41.89 |
| 41968 | 9/21/2016 | ReMarkem, LLC Painting Street Lines | |
| 110-00-53300-301-000 | | EQUIPMENT Invoice #4309 | 550.00 |
| | | Total | 550.00 |
| 41969 | 9/21/2016 | TAPCO Equipment | |
| 110-00-53300-301-000 | | EQUIPMENT Invoice #I538731 | 173.83 |
| | | Total | 173.83 |
| 41970 | 9/21/2016 | Cross Plains True Value Hardware Bulb, Adapter | |
| 110-00-52100-305-000 | | MAINTENANCE | 2.87 |
| 110-00-53300-304-101 | | SUPPLIES - GENERAL | 0.89 |
| | | Total | 3.76 |
| 41971 | 9/21/2016 | TDS TELECOM Telephone Bills | |
| 110-00-52100-202-000 | | COMMUNICATION | 116.21 |

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Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|------------|---|-----------------|
| 110-00-51200-202-000 | | COMMUNICATION | 26.24 |
| 110-00-52100-202-000 | | COMMUNICATION | 29.14 |
| | | Total | 171.59 |
| 41972 | 9/21/2016 | Schwaab, Inc. Stamp, Invoice #A068313 | |
| 110-00-52100-399-000 | | MISCELLANEOUS | 30.60 |
| | | Total | 30.60 |
| 41973 | 9/21/2016 | SAEMAN LUMBER CO. Supplies, Account #1609-000216 | |
| 140-00-55200-305-000 | | MAINTENANCE | 104.14 |
| | | Total | 104.14 |
| 41974 | 9/21/2016 | Strand Associates Zander Park Trail Design | |
| 120-00-57620-207-000 | | SUPPORT SERVICES Invoice #0122948 | 5,684.11 |
| | | Total | 5,684.11 |
| 41975 | 9/21/2016 | Sam Gessler Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 96.00 |
| | | Total | 96.00 |
| 41976 | 9/21/2016 | Colin Kalsbeek Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 84.00 |
| | | Total | 84.00 |
| 41977 | 9/21/2016 | Jake Klubertanz Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 96.00 |
| | | Total | 96.00 |

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ALL FUNDS

Dated From: 9/13/2016

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Thru: 9/21/2016

Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|------------|--------------------------------------|----------|
| 41978 | 9/21/2016 | Kyle Neuser | |
| | | Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 120.00 |
| | | Total | 120.00 |
| 41979 | 9/21/2016 | Owen Roenneburg | |
| | | Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 48.00 |
| | | Total | 48.00 |
| 41980 | 9/21/2016 | Jon Roll | |
| | | Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 24.00 |
| | | Total | 24.00 |
| 41981 | 9/21/2016 | Hunter Statz | |
| | | Flag Football Ref. | |
| 140-00-55300-207-000 | | SUPPORT SERVICES | 24.00 |
| | | Total | 24.00 |
| 41982 | 9/21/2016 | Wiley Doyley Animal Control Plus LLC | |
| | | Pest Control | |
| 110-00-53300-305-103 | | MAINTENANCE - INFRASTRUCTURE | 1,775.00 |
| | | Invoice #2825 | |
| 130-00-55110-399-000 | | MISCELLANEOUS | 110.00 |
| | | Invoice #2826 | |
| | | Total | 1,885.00 |
| DEF 19.16 | 9/21/2016 | WISCONSIN DEFERRED COMPENSATION | |
| | | 9/23/16 paydate | |
| | | Manual Check | |
| 110-00-21349-000-000 | | WI DEFERRED COMP | 275.00 |
| | | Total | 275.00 |
| FICA 19.16 | 9/21/2016 | ELECTRONIC FEDERAL TAX DEPOSIT | |
| | | 9/23/16 paydate | |
| | | Manual Check | |
| 110-00-21311-000-000 | | FEDERAL WITHHOLD TAX PAY | 3,760.24 |

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Thru: 9/21/2016 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|----------------------|-----------------|-------------------------------|-----------|
| 110-00-21331-000-000 | | FICA TAXES PAYABLE | 3,037.93 |
| 110-00-21331-000-000 | | FICA TAXES PAYABLE | 3,037.93 |
| | | Total | 9,836.10 |
| NORTH 19.16 | 9/21/2016 | North Shore Bank 457 | |
| | 9/23/16 paydate | Manual Check | |
| 110-00-21349-001-000 | | 457 DEFERRED COMP | 105.00 |
| | | Total | 105.00 |
| STATE 19.16 | 9/21/2016 | STATE OF WI - ELECTRONIC FUND | |
| | 9/23/16 paydate | Manual Check | |
| 110-00-21312-000-000 | | STATE WITHHOLD TAX PAY | 1,807.69 |
| | | Total | 1,807.69 |
| GARNISH19.16 | 9/21/2016 | Expert Pay Electronic Payment | |
| | 9/23/16 paydate | Manual Check | |
| 110-00-21349-003-000 | | WELLNESS BENEFIT | 862.14 |
| | | Total | 862.14 |
| | | Grand Total | 91,650.81 |

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ALL FUNDS

Dated From: 9/13/2016 From Account:
Thru: 9/21/2016 Thru Account:

| | Amount |
|--|-----------|
| Total Expenditure from Fund # 110 - GENERAL FUND | 29,634.67 |
| Total Expenditure from Fund # 120 - CAPITAL PROJECT FUND | 7,625.11 |
| Total Expenditure from Fund # 130 - LIBRARY FUND | 2,940.92 |
| Total Expenditure from Fund # 140 - PARKS/RECREATION FUND | 1,270.70 |
| Total Expenditure from Fund # 310 - TAX INCREMENT DISTRICT | 2,086.38 |
| Total Expenditure from Fund # 660 - WATER | 23,586.05 |
| Total Expenditure from Fund # 670 - SEWER | 24,506.98 |
| Total Expenditure from all Funds | 91,650.81 |



Cross Plains Police Department

Date: September 15, 2016

To: Village Interim Administrator Mike Axon

Ref: Operator's License Application

On September 15, 2016 I received an Application for an Operator's License from a Terianne Brunner. A review of Ms. Brunner's arrest and conviction record was completed in accordance with Village Ordinance 41.09 (b). The results of that review indicate Ms. Brunner has no arrest or convictions in contrast with Village ordinance 41.09(c).

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

Thomas J. Janssen
Chief of Police

Application for an "Operator's" License _____ WI _____
To Serve Fermented Malt Beverages and Intoxicating Liquors _____ Date _____ Year _____

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

I certify that I am 35 years of age. Date of Birth: 3/2/81 Hootn's 798-0700
Name of Establishment

Answer the following questions fully and completely:

Name: Terianne Brunner Is application new or a renewal? new
First MI Last

Address of Applicant: 2204 Jaina St Cross Plains WI 53528 6083937006
Street Address City ZIP Code Phone Number

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

Where was the privilege obtained? (Town) _____
City
Village

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

If so, where? Online

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

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

If so, name of court: _____

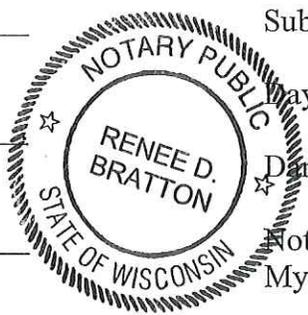
STATE OF WISCONSIN
DANE COUNTY

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

X Terianne Brunner
Applicant sign here

X 9/13/16
Date of Application

Date of Board Approval _____



Subscribed and sworn to before me this 13

Day of September, 2016

Dane County, Wis.

Notary Public: Renee Bratton

My Commission Expires: 4/9/17



VALIDATE ONLINE AT SERVINGALCOHOL.COM

ONLINE TRAINING

SERVING ALCOHOL INC
UNITED STATES OF AMERICA
team@servinalcohol.com

CODE: CXJQZT5Y2I



Terianne Brunner

has completed the Serving Alcohol Inc. approved course

Wisconsin Alcohol Seller-Server

September 13, 2016

APPROVED BY THE STATE OF WISCONSIN SS-125.04

PROVIDER TRAINING IN COMPLIANCE WITH SS-134.66

STUDENT ACKNOWLEDGED UNDERSTANDING OF SS-134.88:

Restrictions on sale or gift of cigarettes or tobacco products; that state law prohibits selling tobacco products to any person under the age of 18; and failure to comply with these restrictions may result in a citation.

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES:

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATIONS
- * DETERMINE THAT PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION AS TO THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

Resolution Requesting Exemption from County Library Tax

WHEREAS the Dane County Board has established a county library and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS the Dane County Library Board has determined that the library serving the city/village of Cross Plains meets the minimum standards of operation established by County Board Resolution 185, 2011-2012 and later amended by County Board Resolution 98, 2013-2014 in compliance with Section 43.11 (3) (d) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS the city/village of Cross Plains will appropriate in 2016 and expend in 2017 an amount in excess of that calculated above in support of its library,

NOW THEREFORE BE IT RESOLVED that the city/village of Cross Plains hereby requests of the Dane County Board of Supervisors that the city/village of Cross Plains be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that confirmed copies of this resolution be forwarded by the city/village clerk to the following party:

Tracy Herold, Director
Dane County Library Service
1819 Aberg Av.
Madison, WI 53704

Date Passed: _____

Vote: _____

Authorized Signature

Title of Person signing

September 7, 2016

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

Re: Glacier Ridge
Shared Cost

Dear Mike:

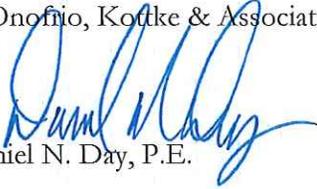
Per the agreement between the Village of Cross Plains and VH Cross Plains LLC (Veridian), I am submitting to you the first request for payment of shared costs in the development of Glacier Ridge. The approved pay requests number 1 for Moll Construction, Inc. and Parisi Construction, Inc. are for work through August 31, 2016.

Enclosed for your approval and payment are the following:

- Approved Pay Request Number 1 for Moll Construction, Inc.
- Approved Pay Request Number 1 for Parisi Construction, Inc.
- Breakdown of Shared Costs for Moll Construction contract
- Breakdown of Shared Costs for Parisi Construction contract

The breakdowns show that the Village of Cross Plains is responsible for **\$28,755 payment to Moll Construction, Inc.** and **\$38,562.30 payment to Parisi Construction, Inc.** Please let me know if you have any questions.

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


Daniel N. Day, P.E.

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

U:\User\1505168\Engineering\Cross Plains Request for Payment 2016.09.07.doc

APPLICATION FOR PARTIAL PAYMENT

PROJECT: Glacier Ridge - Earth Work
CONTRACTOR: Moll Construction, Inc.
OWNER: VH Cross Plains, LLC
DATE: August 31, 2016
FN: 15-05-168
ESTIMATE NO.: 1

| Item No. | Description | Contract Quantity | Unit | Unit Price | Quantity this Period | Amount this Period | Quantity to Date | Amount to Date | Phase Code |
|----------|--|-------------------|------|-------------|----------------------|--------------------|------------------|----------------|------------|
| 101 | Performance & Payment Bonds | 1 | LS | | | NOT REQUIRED | | | |
| 102 | Mobilization | 1 | LS | \$5,000.00 | 1 | 5,000.00 | 1 | 5,000.00 | 400 |
| 103 | Stone Tracking Pad | 1 | EA | \$1,000.00 | 0 | 0.00 | 0 | 0.00 | 395 |
| 104 | Clearing and Grubbing | 1 | LS | \$12,660.00 | 1 | 12,660.00 | 1 | 12,660.00 | 390 |
| 105 | Silt Fence | 2,100 | LF | \$2.00 | 1,000 | 2,000.00 | 1,000 | 2,000.00 | 395 |
| 106 | Earth Berm | 2,400 | LF | \$2.50 | 0 | 0.00 | 0 | 0.00 | 395 |
| 107 | Velocity Check | 3 | EA | \$550.00 | 0 | 0.00 | 0 | 0.00 | 395 |
| 108 | Rock Check Dam - 12" Stone | 1 | EA | \$1,000.00 | 0 | 0.00 | 0 | 0.00 | 395 |
| 109 | Stone Weeper with Sump | 7 | EA | \$400.00 | 0 | 0.00 | 0 | 0.00 | 395 |
| 110 | Strip Topsoil | 39,500 | CY | \$1.80 | 30,000 | 54,000.00 | 30,000 | 54,000.00 | 400 |
| 111 | Unclassified Excavation | 45,300 | CY | \$2.75 | 20,000 | 55,000.00 | 20,000 | 55,000.00 | 400 |
| 112 | Over -Excavate Infiltration Basin | 1,100 | CY | \$3.50 | 0 | 0.00 | 0 | 0.00 | 405 |
| 113 | Truck-In Sand to Backfill Infiltration Basin | 1,100 | CY | \$31.37 | 0 | 0.00 | 0 | 0.00 | 405 |
| 114 | On-Site Sand to Backfill Infiltration Basin | 1,100 | CY | \$5.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| 115 | Clay Liner Excavation | 1,600 | CY | \$3.75 | 0 | 0.00 | 0 | 0.00 | 405 |
| 116 | Engineered Soil | 875 | CY | \$60.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| 117 | Sand or Pea Gravel Storage Layer - 3' Deep | 700 | SY | \$45.37 | 0 | 0.00 | 0 | 0.00 | 405 |
| 118 | 6" PVC Pipe Underdrain w/Cleanout & Drawdown Outlet | 170 | LF | \$32.50 | 0 | 0.00 | 0 | 0.00 | 405 |
| 119 | Standpipe for Bio-Retention Basin | 2 | EA | \$5,500.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| 120 | Strip Topsoil & Station Grade 6' Wide Asphalt Path to School | 5.1 | STA | \$400.00 | 0 | 0.00 | 0 | 0.00 | 400 |

| Item No. | Description | Contract Quantity | Unit | Unit Price | Quantity this Period | Amount this Period | Quantity to Date | Amount to Date | Phase Code |
|--------------------------|-------------------------------------|-------------------|------|------------|----------------------|--------------------|------------------|---------------------|------------|
| 121 | Respread Topsoil - 6" Deep | 90,000 | SY | \$0.45 | 0 | 0.00 | 0 | 0.00 | 400 |
| 122 | Fertilize, Seed & Mulch (lots) | 82,700 | SY | \$0.36 | 0 | 0.00 | 0 | 0.00 | 395 |
| 123 | Detention Basin Seed Mix | 7,300 | SY | \$0.80 | 0 | 0.00 | 0 | 0.00 | 405 |
| 124 | Infiltration Basin Seed Mix | 1,900 | SY | \$0.90 | 0 | 0.00 | 0 | 0.00 | 405 |
| 125 | Class I Urban Type A Erosion Mat | 7,300 | SY | \$1.50 | 0 | 0.00 | 0 | 0.00 | 395 |
| 126 | Class II Type C Organic Erosion Mat | 5,000 | SY | \$4.50 | 0 | 0.00 | 0 | 0.00 | 395 |
| 127 | 15" RCP Storm Pipe | 38 | LF | \$60.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| 128 | 15" RCP Endwall & Pipe Gate | 2 | EA | \$1,050.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| 129 | Storm Sewer Trench Backfill | 38 | TF | \$10.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| 130 | Medium Rip-Rap on Geotextile | 5 | SY | \$125.00 | 0 | 0.00 | 0 | 0.00 | 405 |
| TOTAL TO DATE: | | | | | | | | \$128,660.00 | |
| LESS RETAINAGE(10%): | | | | | | | | \$12,866.00 | |
| LESS PREVIOUS ESTIMATES: | | | | | | | | \$0.00 | |
| DUE CONTRACTOR | | | | | | | | \$115,794.00 | |

CONTRACT SUMMARY

| | | |
|--------------------------|--------------------------|-----------------------------|
| Original Contract | Adjusted Contract | Construction to Date |
| \$499,323.00 | \$499,323.00 | \$128,660.00 |

Previous Estimate Listing

| | |
|-------------|---------------|
| <u>Date</u> | <u>Amount</u> |
| | \$0.00 |

Contractor's Certification:

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



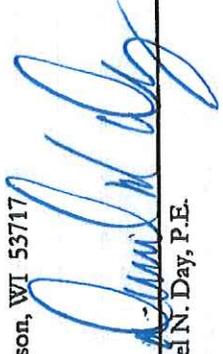
Contractor

9/6/16

Date

Recommended for Payment:

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



Daniel N. Day, P.E.

VERIDIAN PHASE CODE SUMMARY

PROJECT: Glacier Ridge - Earth Work
CONTRACTOR: Moll Construction, Inc.
OWNER: VH Cross Plains, LLC
DATE: August 31, 2016
FN: 15-05-168
ESTIMATE NO.: 1

| Phase Code | Description | Amount this Period |
|------------|------------------------------|---------------------|
| 355 | Electrical/Telephone/Gas | \$0.00 |
| 360 | Street Lights | \$0.00 |
| 365 | Street Trees | \$0.00 |
| 370 | Street Signs / Signals | \$0.00 |
| 385 | Demolition | \$0.00 |
| 390 | Clearing / Grubbing | \$12,660.00 |
| 395 | Erosion Control / Final Stab | \$2,000.00 |
| 400 | Mass Earthwork | \$114,000.00 |
| 405 | Detention Pond Grading | \$0.00 |
| 410 | Sanitary Sewer | \$0.00 |
| 415 | Pump Station | \$0.00 |
| 420 | Storm Sewer | \$0.00 |
| 425 | Water Main | \$0.00 |
| 430 | Curbs / Sidewalks | \$0.00 |
| 435 | Subgrade Prep / Base Paving | \$0.00 |
| 437 | Surface Course Paving | \$0.00 |
| 440 | Terrace Restoration | \$0.00 |
| 445 | Traffic Barricades | \$0.00 |
| 450 | Infrastructure / Amenities | \$0.00 |
| 460 | Site Maintenance | \$0.00 |
| 465 | Mailboxes | \$0.00 |
| 470 | Common Area Landscaping | \$0.00 |
| | SUBTOTAL | \$128,660.00 |
| | RETAINAGE WITHHELD | \$12,866.00 |
| | DUE CONTRACTOR | \$115,794.00 |

APPLICATION FOR PARTIAL PAYMENT

PROJECT: Glacier Ridge - Street & Utility Improvements
CONTRACTOR: Parisi Construction Co. Inc.
OWNER: YH Cross Plains, LLC
DATE: August 31, 2016
FN: 15-05-168
ESTIMATE NO.: 1

| Item No. | Description | Contract Quantity | Unit | Unit Price | Quantity this Period | Amount this Period | Quantity to Date | Amount to Date | Phase Code |
|----------|--|-------------------|------|-------------|----------------------|--------------------|------------------|----------------|------------|
| 101 | Performance/Payment Bonds | | | | | 0.00 | | 0.00 | |
| 102 | Mobilization | 1 | LS | \$10,000.00 | 0.25 | 2,500.00 | 0.25 | 2,500.00 | 410 |
| 103 | Maintain Existing Erosion Controls | 1 | EA | \$1,000.00 | 0.25 | 250.00 | 0.25 | 250.00 | 395 |
| 104 | Construction Entrance | 1 | EA | \$600.00 | 1 | 600.00 | 1 | 600.00 | 395 |
| 105 | Velocity Check | 10 | EA | \$400.00 | 0 | 0.00 | 0 | 0.00 | 395 |
| 106 | Earthen Berm | 850 | LF | \$2.50 | 0 | 0.00 | 0 | 0.00 | 395 |
| 107 | Stone Weeper w/Sump | 3 | EA | \$400.00 | 0 | 0.00 | 0 | 0.00 | 395 |
| 108 | Silt Fence | 60 | LF | \$2.10 | 0 | 0.00 | 0 | 0.00 | 395 |
| 109 | Field Core Ex Manhole & Install Boot | 1 | EA | \$1,200.00 | 1 | 1,200.00 | 1 | 1,200.00 | 410 |
| 110 | 10" SDR 26 PVC Sanitary Sewer | 369 | LF | \$30.00 | 369 | 11,070.00 | 369 | 11,070.00 | 410 |
| 111 | 10" PVC Sanitary Sewer | 1,008 | LF | \$28.00 | 864 | 24,192.00 | 864 | 24,192.00 | 410 |
| 112 | 8" PVC Sanitary Sewer | 1,984 | LF | \$26.00 | 0 | 0.00 | 0 | 0.00 | 410 |
| 113 | 4" PVC Sanitary Sewer Laterals | 1,985 | LF | \$24.00 | 0 | 0.00 | 0 | 0.00 | 410 |
| 114 | Tracer Wire and Terminal Box | 43 | EA | \$110.00 | 0 | 0.00 | 0 | 0.00 | 410 |
| 115 | Standard Manhole (6') | 13 | EA | \$2,100.00 | 4 | 8,400.00 | 4 | 8,400.00 | 410 |
| 116 | Extra Manhole Depth | 53.9 | VF | \$190.00 | 28.6 | 5,434.00 | 29 | 5,434.00 | 410 |
| 117 | Sanitary Sewer Trench Compaction | 5,346 | TF | \$1.00 | 1,233 | 1,233.00 | 1,233 | 1,233.00 | 410 |
| 118 | 12" x 12" Live Tap and Valve with Road Box | 1 | EA | \$3,000.00 | 0 | 0.00 | 0 | 0.00 | 425 |
| 119 | 12" DI Water Main | 1,390 | LF | \$48.00 | 0 | 0.00 | 0 | 0.00 | 425 |
| 120 | 8" DI Water Main | 2,165 | LF | \$40.00 | 0 | 0.00 | 0 | 0.00 | 425 |
| 121 | 6" DI Water Main | 140 | LF | \$45.00 | 0 | 0.00 | 0 | 0.00 | 425 |

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

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

| Item No. | Description | Contract Quantity | Unit | Unit Price | Quantity this Period | Amount this Period | Quantity to Date | Amount to Date | Phase Code |
|---|---|-------------------|------|-------------|----------------------|--------------------|------------------|----------------|------------|
| 176 | Fine Grade, Fertilize and Seed (Paths to School) | 1,150 | SY | \$0.41 | 0 | 0.00 | 0 | 0.00 | 440 |
| 177 | Class I Urban Type A Erosion Control Mat (Paths to School) | 1,150 | SY | \$1.55 | 0 | 0.00 | 0 | 0.00 | 395 |
| 178 | New Traffic Barricade w/ Road Closed Sign | 6 | EA | \$500.00 | 0 | 0.00 | 0 | 0.00 | 445 |
| 179 | Cold Weather Plastic Sidewalk | 23,095 | SF | \$0.20 | 0 | 0.00 | 0 | 0.00 | 430 |
| 180 | TAPCO RRFB-XL Pushbutton Activated Solar Powered Crosswalk System | 1 | EA | \$12,000.00 | 0 | 0.00 | 0 | 0.00 | 445 |
| 181 | Internal Chimney Seal | 13 | EA | \$500.00 | 0 | 0.00 | 0 | 0.00 | 410 |
| 182 | 8" Concrete Path on 6" Crushed Stone Base | 72 | SF | \$6.00 | 0 | 0.00 | 0 | 0.00 | 430 |
| <p style="text-align: center;">TOTAL TO DATE: \$54,879.00 LESS RETAINAGE(10%): \$5,487.90 LESS PREVIOUS ESTIMATES: \$0.00 \$49,391.10</p> <p style="text-align: center;">DUE CONTRACTOR</p> | | | | | | | | | |

CONTRACT SUMMARY

| | | | |
|-------------------|--------------|-------------------|----------------------|
| Original Contract | Change Order | Adjusted Contract | Construction to Date |
| \$1,371,827.50 | | \$1,371,827.50 | \$54,879.00 |

Previous Estimate Listing

| <u>Date</u> | <u>Amount</u> |
|-------------|---------------|
| | \$0.00 |

Contractor's Certification:

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



Contractor

9-6-14

Date

Recommended for Payment:

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



Daniel N. Day, P.E.

VERIDIAN PHASE CODE SUMMARY

PROJECT: Glacier Ridge - Street & Utility Improvements
CONTRACTOR: Parisi Construction Co. Inc.
OWNER: VH Cross Plains, LLC
DATE: August 31, 2016
FN: 15-05-168
ESTIMATE NO.: 1

| Phase Code | Description | Amount this Period |
|---------------------------|------------------------------|--------------------|
| 355 | Electrical/Telephone/Gas | \$0.00 |
| 360 | Street Lights | \$0.00 |
| 365 | Street Trees | \$0.00 |
| 370 | Street Signs / Signals | \$0.00 |
| 385 | Demolition | \$0.00 |
| 390 | Clearing / Grubbing | \$0.00 |
| 395 | Erosion Control / Final Stab | \$850.00 |
| 400 | Mass Earthwork | \$0.00 |
| 405 | Detention Pond Grading | \$0.00 |
| 410 | Sanitary Sewer | \$54,029.00 |
| 415 | Pump Station | \$0.00 |
| 420 | Storm Sewer | \$0.00 |
| 425 | Water Main | \$0.00 |
| 430 | Curbs / Sidewalks | \$0.00 |
| 435 | Subgrade Prep / Base Paving | \$0.00 |
| 437 | Surface Course Paving | \$0.00 |
| 440 | Terrace Restoration | \$0.00 |
| 445 | Traffic Barricades | \$0.00 |
| 450 | Infrastructure / Amenities | \$0.00 |
| 460 | Site Maintenance | \$0.00 |
| 465 | Mailboxes | \$0.00 |
| 470 | Common Area Landscaping | \$0.00 |
| SUBTOTAL | | \$54,879.00 |
| RETAINAGE WITHHELD | | \$5,487.90 |
| DUE CONTRACTOR | | \$49,391.10 |

APPLICATION FOR PARTIAL PAYMENT - BREAKDOWN OF SHARED COSTS

PROJECT: Glacier Ridge - Earth Work
 CONTRACTOR: Moll Construction, Inc.
 OWNER: VH Cross Plains, LLC
 DATE: August 31, 2016
 FN: 15-05-168
 ESTIMATE NO.: 1

| Item No. | Description | Contract Quantity | Unit | Unit Price | Total Project | | | | Vendian Share | | | | Village Share | | | | Phase Code | |
|----------|--|-------------------|------|-------------|-------------------|--------------------|---------------|----------------|-------------------|--------------------|---------------|----------------|-------------------|--------------------|---------------|----------------|------------|-----|
| | | | | | Quant this Period | Amount this Period | Quant to Date | Amount to Date | Quant this Period | Amount this Period | Quant to Date | Amount to Date | Quant this Period | Amount this Period | Quant to Date | Amount to Date | | |
| 101 | Performance & Payment Bonds | | | | 0.00 | | 0.00 | | | | | | | | | | | |
| 102 | Mobilization | 1 | LS | \$5,000.00 | 1 | 5,000.00 | 1 | 5,000.00 | 0.75 | 3,750.00 | 0.75 | 3,750.00 | 0.25 | 1,250.00 | 0.25 | 1,250.00 | | 400 |
| 103 | Stone Tracking Pad | 1 | EA | \$1,000.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 104 | Clearing and Grabbing | 1 | LS | \$12,660.00 | 1 | 12,660.00 | 1 | 12,660.00 | 1 | 12,660.00 | 1 | 12,660.00 | 0 | 0.00 | 0 | 0.00 | | 390 |
| 105 | Silt Fence | 2,100 | LF | \$2.00 | 1,000 | 2,000.00 | 1,000 | 2,000.00 | 200 | 400.00 | 200 | 400.00 | 800 | 1,600.00 | 800 | 1,600.00 | | 395 |
| 106 | Earth Berm | 2,400 | LF | \$2.50 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 107 | Velocity Check | 3 | EA | \$550.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 108 | Rock Check Dam - 12" Stone | 1 | EA | \$1,000.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 109 | Stone Weeper with Sump | 7 | EA | \$400.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 110 | Strip Topsoil | 39,500 | CY | \$1.80 | 30,000 | 54,000.00 | 30,000 | 54,000.00 | 23,000 | 41,400.00 | 23,000 | 41,400.00 | 7,000 | 12,600.00 | 7,000 | 12,600.00 | | 400 |
| 111 | Unclassified Excavation | 45,300 | CY | \$2.75 | 20,000 | 55,000.00 | 20,000 | 55,000.00 | 14,000 | 38,500.00 | 14,000 | 38,500.00 | 6,000 | 16,500.00 | 6,000 | 16,500.00 | | 400 |
| 112 | Over-Excavate Infiltration Basin | 1,100 | CY | \$3.50 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 113 | Track-In Sand to Backfill Infiltration Basin | 1,100 | CY | \$31.37 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 114 | On-Site Sand to Backfill Infiltration Basin | 1,100 | CY | \$5.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 115 | Clay Liner Excavation | 1,600 | CY | \$3.75 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 116 | Engineered Soil | 875 | CY | \$60.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 117 | 6" PVC Pipe Underdrain w/ Cleanout & Drawdown Outlet | 700 | SY | \$45.37 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 118 | 6" PVC Pipe Underdrain w/ Cleanout & Drawdown Outlet | 170 | LF | \$32.50 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 119 | Standpipe for Bio-Retention Basin | 2 | EA | \$5,500.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 120 | Strip Topsoil & Station Grade 6" Wide Asphalt Path to School | 5.1 | STA | \$400.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 400 |
| 121 | Respread Topsoil - 6" Deep | 90,000 | SY | \$0.45 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 400 |
| 122 | Fertilize, Seed & Mulch (tons) | 82,700 | SY | \$0.36 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 123 | Detention Basin Seed Mix | 7,300 | SY | \$0.80 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 124 | Infiltration Basin Seed Mix | 1,900 | SY | \$0.90 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 125 | Class I Urban Type A Erosion Mat | 7,300 | SY | \$1.50 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 126 | Class II Type C Organic Erosion Mat | 5,000 | SY | \$4.50 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 395 |
| 127 | 15" RCP Storm Pipe | 38 | LF | \$60.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 128 | 15" RCP Endwall & Pipe Gate | 2 | EA | \$1,050.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 129 | Storm Sewer Trench Backfill | 38 | TF | \$10.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |
| 130 | Medium Rip-Rap on Geotextile | 5 | SY | \$125.00 | 0 | 0.00 | 0 | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 | | 405 |

APPLICATION FOR PARTIAL PAYMENT - BREAKDOWN OF SHARED COSTS

PROJECT: Glacier Ridge - Street & Utility Improvements
 CONTRACTOR: Parisi Construction Co. Inc.
 OWNER: YH Cross Plains, LLC
 DATE: August 31, 2016
 FN: 15-05-168
 ESTIMATE NO.: 1

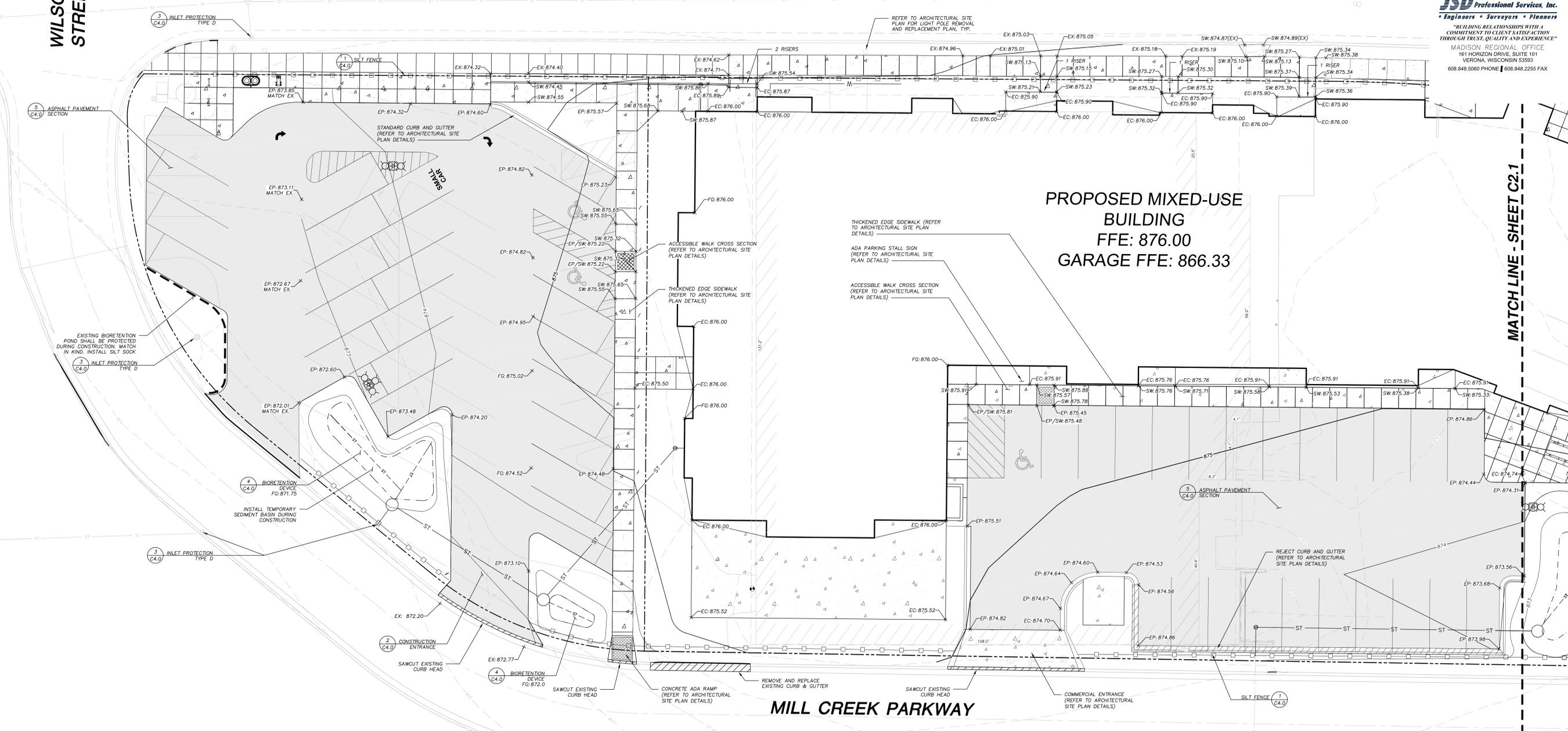
| Item No. | Description | Contract Quantity | Unit | Unit Price | Total Project | | | | Vendian Share | | | | Village Share | | | | Phase Code | |
|----------|---|-------------------|------|-------------|-------------------|--------------------|---------------|----------------|-------------------|--------------------|---------------|----------------|-------------------|--------------------|---------------|----------------|------------|-----|
| | | | | | Quant this Period | Amount this Period | Quant to Date | Amount to Date | Quant this Period | Amount this Period | Quant to Date | Amount to Date | Quant this Period | Amount this Period | Quant to Date | Amount to Date | | |
| 101 | Performance/Payment Bonds | 1 | LS | \$10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 410 |
| 102 | Mobilization | 1 | EA | \$1,000.00 | 0.25 | 2,500.00 | 0.25 | 2,500.00 | 0.20 | 2,000.00 | 0.20 | 2,000.00 | 0.05 | 500.00 | 0.05 | 500.00 | 500.00 | 410 |
| 103 | Mainstem Existing Erosion Controls | 1 | EA | \$600.00 | 0.25 | 600.00 | 0.25 | 600.00 | 0.20 | 200.00 | 0.20 | 200.00 | 0.05 | 50.00 | 0.05 | 50.00 | 50.00 | 395 |
| 104 | Construction Entrance | 1 | EA | \$600.00 | 1 | 600.00 | 1 | 600.00 | 0.75 | 450.00 | 0.75 | 450.00 | 0.25 | 150.00 | 0.25 | 150.00 | 150.00 | 395 |
| 105 | Velocity Check | 10 | EA | \$40.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 395 |
| 106 | Earthen Berm | 850 | LF | \$2.50 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 395 |
| 107 | Stone Weeper w/Sump | 3 | EA | \$400.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 395 |
| 108 | Silt Fence | 60 | LF | \$2.10 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 395 |
| 109 | Field Core Ex Manhole & Install Boot | 1 | EA | \$1,200.00 | 1 | 1,200.00 | 1 | 1,200.00 | 0 | 0.00 | 0 | 0.00 | 1 | 1,200.00 | 1 | 1,200.00 | 0.00 | 410 |
| 110 | 10" SDR 26 PVC Sanitary Sewer | 369 | LF | \$30.00 | 369 | 11,070.00 | 369 | 11,070.00 | 0 | 0.00 | 0 | 0.00 | 369 | 11,070.00 | 369 | 11,070.00 | 0.00 | 410 |
| 111 | 10" PVC Sanitary Sewer | 1,008 | LF | \$28.00 | 864 | 24,192.00 | 864 | 24,192.00 | 219 | 6,132.00 | 219 | 6,132.00 | 645 | 18,060.00 | 645 | 18,060.00 | 0.00 | 410 |
| 112 | 8" PVC Sanitary Sewer | 1,984 | LF | \$26.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 410 |
| 113 | 4" PVC Sanitary Sewer Laterals | 1,983 | LF | \$24.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 410 |
| 114 | Tracer Wire and Terminal Box | 43 | EA | \$110.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 410 |
| 115 | Standard Manhole (6') | 13 | EA | \$2,100.00 | 4 | 8,400.00 | 4 | 8,400.00 | 1 | 2,100.00 | 1 | 2,100.00 | 3 | 6,300.00 | 3 | 6,300.00 | 0.00 | 410 |
| 116 | Extra Manhole Depth | 53.9 | VF | \$190.00 | 29 | 5,434.00 | 28.6 | 5,434.00 | 4.9 | 931.00 | 4.9 | 931.00 | 23.7 | 4,503.00 | 23.7 | 4,503.00 | 0.00 | 410 |
| 117 | Sanitary Sewer Trench Compaction | 5,346 | TF | \$1.00 | 1,233 | 1,233.00 | 1,233 | 1,233.00 | 219 | 219.00 | 219 | 219.00 | 1,014 | 1,014.00 | 1,014 | 1,014.00 | 0.00 | 410 |
| 118 | 12" x 12" Live Tap and Valve with Round Box | 1 | EA | \$3,000.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 119 | 12" DI Water Main | 1,390 | LF | \$48.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 120 | 8" DI Water Main | 2,165 | LF | \$40.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 121 | 6" DI Water Main | 140 | LF | \$45.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 122 | 12" Valve and Box | 3 | EA | \$3,200.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 123 | 8" Valve and Box | 6 | EA | \$2,000.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 124 | 6" Valve and Box | 10 | EA | \$1,600.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 125 | Fire Hydrant | 10 | EA | \$3,000.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 126 | 1" Copper Services | 43 | EA | \$1,100.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 127 | Water Main Pipe Insulation | 224 | SF | \$5.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 128 | Water Main Trench Compaction | 3,695 | TF | \$1.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 425 |
| 129 | 76" x 48" HERCP Storm Sewer | 344 | LF | \$190.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 420 |
| 130 | 24" x 38" HERCP Storm Sewer | 438 | LF | \$94.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 420 |
| 131 | 30" RCP Storm Sewer | 539 | LF | \$61.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0.00 | 420 |

WILSON STREET

USH 14 (MAIN STREET)

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PROPOSED MIXED-USE BUILDING
FFE: 876.00
GARAGE FFE: 866.33

MATCH LINE - SHEET C2.1

MILL CREEK PARKWAY

GENERAL NOTES:

- 1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE ROW AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN AND THE VILLAGE OF CROSS PLAINS REQUIREMENTS.
3. EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
4. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
5. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.

GRADING AND SEEDING NOTES

- 1. ALL DISTURBED AREAS SHALL BE SODDED AND/OR SEEDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES. SOD/SEED MIX TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
2. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES WITH SILT FENCING FOR EROSION CONTROL UNTIL CONSTRUCTION IS COMPLETED AND NOTICE OF TERMINATION FILED.
4. CONTRACTOR SHALL CHISEL-FLOW OR DEEP TILL WITH DOUBLE TINES ALL STORMWATER MANAGEMENT FACILITIES JUST PRIOR TO SODDING AND/OR SEEDING AND MULCHING TO PROMOTE INFILTRATION.
5. CONTRACTOR SHALL WATER ALL NEWLY SODDED/SEEDING AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
6. CONTRACTOR TO DEEP TILL ALL COMPACTED PEROUS SURFACES PRIOR TO SODDING AND/OR SEEDING AND MULCHING.
7. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF CROSS PLAINS TWO (2) WORKING DAYS IN ADVANCE OF ANY SOIL DISTURBING ACTIVITY.
8. IF GRADING ACTIVITIES STOP ON ANY PORTION OF LAND FOR 14 OR MORE CALENDAR DAYS, THE AREA IN QUESTION MUST BE TEMPORARILY STABILIZED.
9. ALL SLOPES 20% OR GREATER SHALL BE TEMPORARILY SEEDDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE.

CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS (CSECR) NOTES:

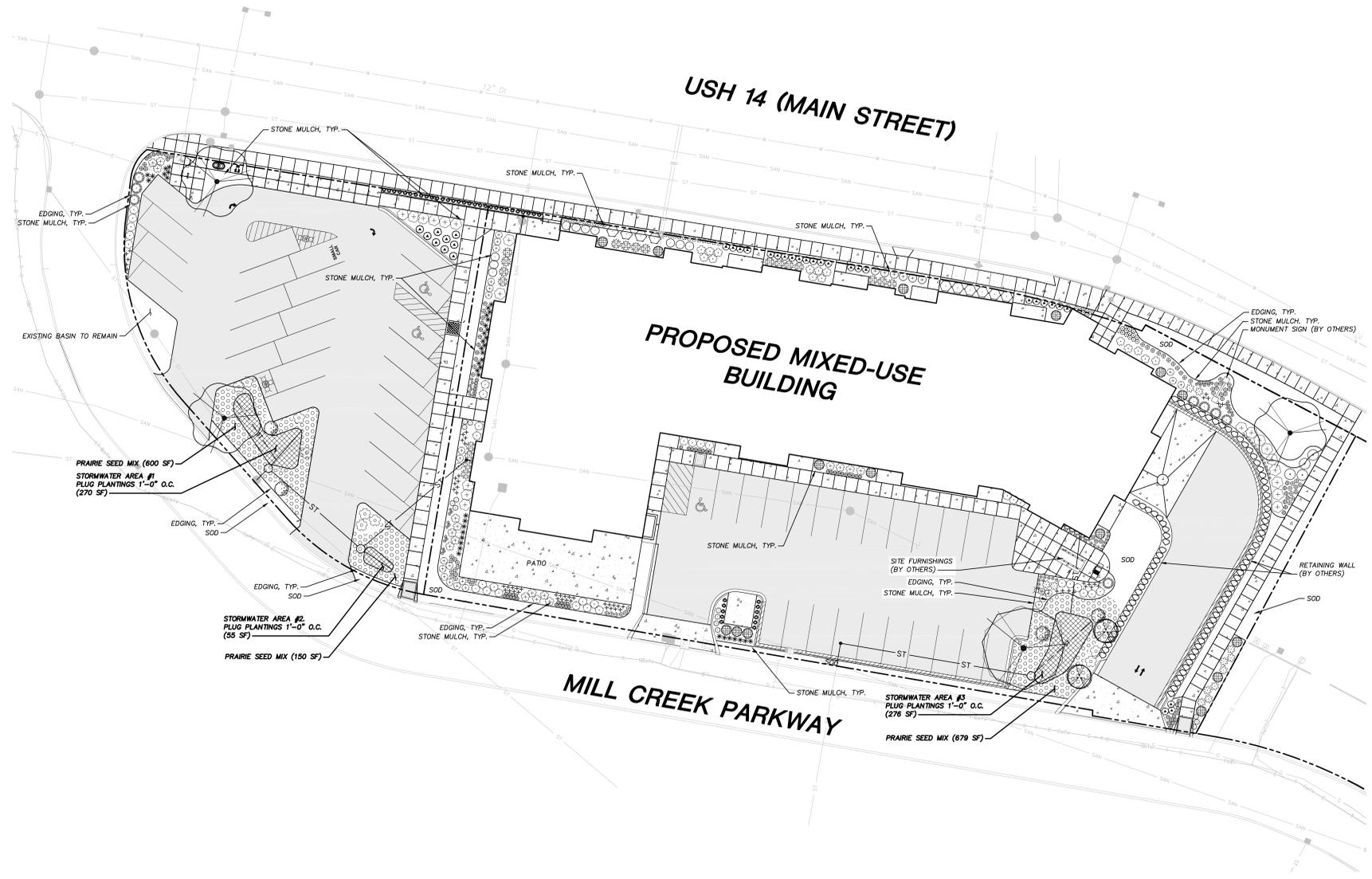
- 1. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE DESIGNED AND IMPLEMENTED IN ACCORDANCE WITH THE CURRENT DEPARTMENT OF NATURAL RESOURCES EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS WHICH ARE AVAILABLE AT: https://www.dnr.state.wi.us/fishery/airwater/techstd.htm
2. INSTALL EROSION CONTROL MEASURES PRIOR TO ANY SITE WORK INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIALS AS SHOWN ON PLAN. MODIFICATIONS TO SEDIMENT CONTROL DESIGN MAY BE CONDUCTED TO MEET UNFORESEEN FIELD CONDITIONS IF MODIFICATIONS CONFORM TO WDRN TECHNICAL STANDARDS.
3. INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
4. INSPECT EROSION CONTROL MEASURES AFTER EACH 1/2" OR GREATER RAINFALL. REPORT ANY DAMAGE OBSERVED DURING THE INSPECTION.
5. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A DENSITY OF AT LEAST 70% OF THE COVER FOR THE UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES OR THAT EMPLOY EQUIVALENT PERMANENT STABILIZATION MEASURES.
6. INSTALL A TRACKING PAD, 50' LONG AND NO LESS THAN 12" THICK BY USE OF 3" CLEAR STONE. TRACKING PADS ARE TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED.
7. INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES.
8. INSTALL TEMPORARY SEDIMENT TRAPS PER LATEST EDITION OF WDRN STORM WATER CONSTRUCTION TECHNICAL CONSTRUCTION SITE EROSION & SEDIMENT CONTROL STANDARDS NOTE 1063. SEDIMENT TRAPS SHALL BE SIZED BASED ON MEDIUM SOIL TEXTURAL CLASS. SEDIMENT TRAPS SHALL BE INSPECTED WITHIN 24 HOURS AFTER EVERY RAIN EVENT PRODUCING 0.3 INCHES OF RAIN OR MORE AND AT A MINIMUM SEDIMENT SHALL BE REMOVED WHEN SEDIMENT REACHES A DEPTH OF 1 FOOT OR WHEN OUTLET BECOMES CLOGGED. SEDIMENT TRAPS SHALL BE REMOVED AND THE LOCATION STABILIZED AFTER THE DISTURBED AREA DRAINING TO THE SEDIMENT TRAP IS STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSION. ALL SEDIMENT SHALL BE PROPERLY DISPOSED.
9. INSTALL CHECK DAMS WITHIN DRAINAGE DITCHES AND IN FRONT OF SILT FENCING IN ANY LOW AREA ALL IN ACCORDANCE WITH WDRN TECHNICAL STANDARDS.
10. INSTALL STONE CHECK DAMS IN SWALE SOUTH OF THE PROPOSED GRAVEL PARKING LOT. STONE CHECK DAMS SHALL BE INSTALLED EVERY 75 FEET, AT THE INVERT OF THE SWALE. CHECK DAMS SHALL BE A MINIMUM OF 1.5 FEET IN HEIGHT ABOVE THE INVERT OF THE SWALE AND EXTENDED TO SWALE SIDE SLOPES, EACH WAY. STONE CHECK DAMS SHALL BE INSTALLED FOLLOWING FINISH GRADING OF SITE AND PRIOR TO PLACEMENT OF GRAVEL SURFACE ON PARKING LOT. TEMPORARY SEDIMENT TRAPS SHALL BE REMOVED PRIOR TO THE INSTALLATION OF SWALE STONE CHECK DAMS. REFER TO DETAIL 4/C4.0 FOR CONSTRUCTION DETAILS OF STONE CHECK DAM.
11. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):
A. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
B. BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
C. DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD NO. 1061 PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM, OR DRAINAGE DITCH.
12. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE INSPECTORS, LOCAL INSPECTORS, AND/OR ENGINEER SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
13. ALL SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTING AND DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS B, TYPE B EROSION MATTING, WITHIN 7 DAYS OF REACHING FINAL GRADE AND/OR AS SOON AS CONDITIONS ALLOW. REFER BELOW TO "CSECR" NOTE NO. SIXTEEN (16) FOR STABILIZATION PRACTICES FOR POTENTIAL INTERIM STABILIZATION.
14. CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON VEGETATIVE STABILIZATION AND/OR PROPERTY SALE IN ACCORDANCE WITH WDRN REQUIREMENTS.
15. CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS. REFER TO WDRN TECHNICAL STANDARD 1068.
16. ALL SITE GRADING AND DISTURBANCE SHALL BE OUTSIDE 10' WETLAND SETBACK (BUFFER ZONE)
17. SILT FENCE LOCATION REPRESENTED ON SHEET C2.0 INDICATES DISTURBANCE LIMITS. REFER TO CSECR NOTE 14 FOR DETAILS.
18. STABILIZATION PRACTICES:
17.1. * STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED UNLESS:
17.2. * THE INITIATION STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS CEASED IS PRECLUDED BY SNOW COVER. IN THAT EVENT, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
17.3. * CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITY CEASED, (I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAYS. IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.
17.4. * STABILIZATION MEASURES SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION ACTIVITY HAS CEASED, INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF TIME MEASURE MUST BE EFFECTIVE. THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES:
* PERMANENT SEEDING; IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
* TEMPORARY SEEDING, MAY CONSIST OF SPRING OATS(100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LB/ACRE)
* HYDRO-MULCHING WITH A TACKIFIER
* GEOTEXTILE EROSION MATTING
* SODDING



LEGEND table with symbols for Property Line, Right-of-Way, Easement Line, Proposed Building Addition, Edge of Pavement, Standard Curb and Gutter, Reject Curb and Gutter, Proposed Concrete, Proposed Asphalt Pavement, Proposed 1 Foot Contour, Proposed 5 Foot Contour, Silt Fence, Sawcut, Inlet Protection, Type D, Spot Elevation, Edge of Pavement, Finish Grade, Edge of Concrete, Top of Step, Bottom of Step, Slope, Slove Elevation, Grade Break, Drainage Direction.

ISSUE DATES:
SIP DRAFT SUB: 07-05-16
SIP SUB: 07-25-16
BID PACKAGE #1: 09-08-16
RFI/SI DATE:
PROJECT #: 20140490
C-2.0
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GRADING AND EROSION CONTROL PLAN



GENERAL NOTES

- REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
- REFER TO THE CIVIL PLAN SHEETS FOR PROPOSED FEATURES IN THE LEGEND AND NOTES.
- ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE VILLAGE OF CROSS PLAINS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
- DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR.
- REFER TO SHEET L2.0 FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN.

LEGEND (SITE PLAN)

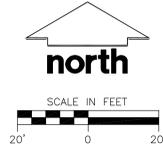
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- EDGE OF PAVEMENT
- STANDARD CURB AND GUTTER
- REJECT CURB AND GUTTER
- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT-STANDARD DUTY
- POLYETHYLENE EDGING
- STORMWATER AREA PLUG PLANTINGS
- PRAIRIE SEED MIX

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ICONICA
 True Design-Build
 901 Deming Way // Madison, WI 53717
 Ph: 608.664.3500 // Fx: 608.664.3535
 iconica@iconica.com

PLANT SCHEDULE

| DECIDUOUS TREES | QTY | BOTANICAL NAME | COMMON NAME | CONT | SIZE | LS POINTS |
|--------------------|-----|--|------------------------------------|-------|-----------------|-----------|
| | 1 | Betula nigra | River Birch | B & B | 2" Cal | 75 |
| | 2 | Betula nigra 'Little King'™ | Fox Valley Birch | B & B | 1.5" Cal | 10 |
| | 3 | Gymnocladus dioica 'Espresso-JFS' | Espresso Kentucky Coffeetree | B & B | 2" Cal | 75 |
| EVERGREEN TREES | QTY | BOTANICAL NAME | COMMON NAME | CONT | SIZE | LS POINTS |
| | 15 | Thuja occidentalis 'Holmstrup' | Holmstrup Arborvitae | B & B | Min. 4' tall | 12 |
| SHRUBS | QTY | BOTANICAL NAME | COMMON NAME | CONT | SIZE | LS POINTS |
| | 10 | Buxus x 'Green Velvet' | Boxwood | 2 gal | 18" Min. Ht. | 3 |
| | 9 | Cornus sericea 'Isanti' | Isanti Redosier Dogwood | 3 gal | 3' Ht. | 5 |
| | 17 | Diervilla sessilifolia 'LPDC Podaras' | Cool Splash Dwarf Bush Honeysuckle | 2 gal | 18" Min. Ht. | 1 |
| | 13 | Forsythia viridissima 'Bronxensis' | Bronx Forsythia | 2 gal | 18" Min. Ht. | 1 |
| | 15 | Hydrangea arborescens 'Ryon Goiney' | Smooth Hydrangea | 3 gal | Min. 24" tall | 3 |
| | 12 | Hydrangea paniculata 'SMHPLQF' | Quick Fire Hydrangea | 3 gal | Min. 24" tall | 3 |
| | 25 | Itea virginica 'Sprich' | Virginia Sweetspire | 2 gal | 18" Min. Ht. | 1 |
| | 9 | Juniperus x pfitzeriana 'Kalay's Compact' | Juniper | 3 gal | 15-18" Min. Ht. | 2 |
| | 8 | Juniperus x pfitzeriana 'Sea Green' | Sea Green Juniper | 5 gal | 3' Ht. | 5 |
| | 20 | Philadelphus x 'Snowbelle' | Snowbelle Mock Orange | 3 gal | Min. 24" tall | 3 |
| | 23 | Physocarpus opulifolius 'SMPOTW' | Tiny Wine Ninebark | 3 gal | 18" Min. Ht. | 1 |
| | 6 | Rhus aromatica 'Gra-Low' | Gra-Low Fragrant Sumac | 2 gal | 18" Min. Ht. | 1 |
| | 4 | Salix integra 'Hakura Nishiki' | Nishiki Willow | 3 gal | 3' Ht. | 5 |
| | 4 | Symphoricarpos orbiculatus | Indian Currant Coralberry | 3 gal | Min. 24" tall | 3 |
| | 10 | Symphoricarpos x chenaultii 'Hancock' | Hancock Coralberry | 2 gal | 18" Min. Ht. | 1 |
| | 20 | Syringa pubescens 'Miss Kim' | Miss Kim Korean Lilac | 5 gal | 3' Ht. | 5 |
| | 19 | Taxus x media 'tauntonii' | Tauntou Yew | 3 gal | 18" Min. Ht. | 2 |
| | 12 | Weigela florida 'Minuet' | Minuet Weigela | 2 gal | 18" Min. Ht. | 1 |
| ANNUALS/PERENNIALS | QTY | BOTANICAL NAME | COMMON NAME | CONT | SIZE | LS POINTS |
| | 42 | Brunnera macrophylla 'Jack Frost'™ | Siberian Bugloss | 1 gal | 10-12" Ht. | 0 |
| | 25 | Echinacea purpurea 'Bright Star' | Purple Coneflower | 1 gal | 10-12" Ht. | 0 |
| | 32 | Geranium x 'Tiny Monster' | Tiny Monster Geranium | 1 gal | 6" Ht. | 0 |
| | 67 | Iberis sempervirens | Candytuft | 1 gal | 6" Ht. | 0 |
| | 32 | Rudbeckia tribula | Brown-Eyed Susan | 1 gal | 10-12" Ht. | 0 |
| | 52 | Salvia nemorosa 'Moinacht' | Maynight Salvia | 1 gal | 10-12" Ht. | 0 |
| GRASSES | QTY | BOTANICAL NAME | COMMON NAME | CONT | SIZE | LS POINTS |
| | 42 | Calamagrostis x acutiflora 'Karl Foerster' | Karl Foerster Feather Reed Grass | 1 gal | 12-18" Ht. | 0 |
| | 41 | Panicum virgatum 'North Wind' | North Wind Switch Grass | 1 gal | 12-18" Ht. | 0 |
| | 67 | Schizachyrium scoparium 'The Blues' | The Blues Little Bluestem | 1 gal | 10-12" Ht. | 0 |



| POINT REQUIREMENT | PAVED AREA REQUIREMENT |
|-------------------------------|---|
| Zoning: Main Street/Mixed Use | 26,944 Sq. Ft. of Pavement |
| Calculation 1: | Greater of: 80 Landscape Points per 20 Stalls or 60 Points per 10,000 Sq. Ft. of Paved Area |
| Calculation 1 Formula: | (26,944 Sq. Ft. of Paved Area / 10,000 Sq. Ft.) x 60 Points = 215.5 OR (42 stalls / 20) x 80 points = 168 |
| Total Points Required: | 216 Points |
| Total Points Provided: | 990 Points |
| Code of Ordinances: | Mn. 30% of Points to be Tall Trees, Mn. 40% of Points to be Shrubs |
| Total Points = 1,008 | |

Stormwater Area #1 Plug Plant Mix 270 sq. ft.

| Botanical Name | Common Name | Quantity | Spacing |
|---------------------------|--------------------------------|------------|-----------------|
| Permanent Grasses: | | | |
| Carex grayii | Common Bur Sedge | 20 | 1'-0" On Center |
| Carex stipata | Common Fox Sedge | 20 | 1'-0" On Center |
| Panicum virgatum | Switch Grass | 20 | 1'-0" On Center |
| Spartina pectinata | Prairie Cord Grass | 20 | 1'-0" On Center |
| Forbs: | | | |
| Aster novae-angliae | New England Aster | 20 | 1'-0" On Center |
| Asclepias incarnata | Swamp Milkweed | 20 | 1'-0" On Center |
| Echinacea purpurea | Broad-Leaved Purple Coneflower | 20 | 1'-0" On Center |
| Eupatorium maculatum | Spotted Joe-Pye Weed | 20 | 1'-0" On Center |
| Liatris spicata | Marsh Blazing Star | 20 | 1'-0" On Center |
| Monarda fistulosa | Wild Bergamot | 20 | 1'-0" On Center |
| Penstemon digitalis | Fogglow Beardtongue | 20 | 1'-0" On Center |
| Pycnanthemum virginianum | Common Mountain Mint | 20 | 1'-0" On Center |
| Rudbeckia hirta | Black-Eyed Susan | 20 | 1'-0" On Center |
| Zizia aurea | Golden Alexanders | 10 | 1'-0" On Center |
| TOTAL | | 270 | |

Stormwater Area #2 Plug Plant Mix 55 sq. ft.

| Botanical Name | Common Name | Quantity | Spacing |
|---------------------------|--------------------------------|------------|-----------------|
| Permanent Grasses: | | | |
| Carex grayii | Common Bur Sedge | 10 | 1'-0" On Center |
| Carex stipata | Common Fox Sedge | 10 | 1'-0" On Center |
| Panicum virgatum | Switch Grass | 10 | 1'-0" On Center |
| Spartina pectinata | Prairie Cord Grass | 10 | 1'-0" On Center |
| Forbs: | | | |
| Aster novae-angliae | New England Aster | 10 | 1'-0" On Center |
| Asclepias incarnata | Swamp Milkweed | 10 | 1'-0" On Center |
| Echinacea purpurea | Broad-Leaved Purple Coneflower | 10 | 1'-0" On Center |
| Eryngium yuccifolium | Rattlesnake Master | 10 | 1'-0" On Center |
| Eupatorium maculatum | Spotted Joe-Pye Weed | 10 | 1'-0" On Center |
| Liatris spicata | Marsh Blazing Star | 10 | 1'-0" On Center |
| Lobelia cardinalis | Cardinal Flower | 10 | 1'-0" On Center |
| TOTAL | | 110 | |

Stormwater Area #3 Plug Plant Mix 276 sq. ft.

| Botanical Name | Common Name | Quantity | Spacing |
|---------------------------|--------------------------------|------------|-----------------|
| Permanent Grasses: | | | |
| Carex grayii | Common Bur Sedge | 15 | 1'-0" On Center |
| Carex stipata | Common Fox Sedge | 15 | 1'-0" On Center |
| Panicum virgatum | Switch Grass | 15 | 1'-0" On Center |
| Spartina pectinata | Prairie Cord Grass | 15 | 1'-0" On Center |
| Forbs: | | | |
| Aster novae-angliae | New England Aster | 16 | 1'-0" On Center |
| Asclepias incarnata | Swamp Milkweed | 16 | 1'-0" On Center |
| Echinacea purpurea | Broad-Leaved Purple Coneflower | 16 | 1'-0" On Center |
| Eryngium yuccifolium | Rattlesnake Master | 16 | 1'-0" On Center |
| Eupatorium maculatum | Spotted Joe-Pye Weed | 15 | 1'-0" On Center |
| Liatris spicata | Marsh Blazing Star | 15 | 1'-0" On Center |
| Lobelia cardinalis | Cardinal Flower | 15 | 1'-0" On Center |
| Monarda fistulosa | Wild Bergamot | 15 | 1'-0" On Center |
| Penstemon digitalis | Fogglow Beardtongue | 15 | 1'-0" On Center |
| Pycnanthemum virginianum | Common Mountain Mint | 16 | 1'-0" On Center |
| Ratibida pinnata | Yellow Coneflower | 15 | 1'-0" On Center |
| Rudbeckia hirta | Black-Eyed Susan | 15 | 1'-0" On Center |
| Veronicastrum virginianum | Culver's Root | 15 | 1'-0" On Center |
| Zizia aurea | Golden Alexanders | 16 | 1'-0" On Center |
| TOTAL | | 276 | |

LANDSCAPE PLAN

ESSER PLACE MIXED-USE
 1900 MILL CREEK PARKWAY
 CROSS PLAINS, WI
WEST GATEWAY, INC.
 901 DEMING WAY, SUITE 102
 MADISON, WI 53717

ISSUE DATES:
 SIP DRAFT SUB: 07-05-16
 SIP SUB: 07-25-16
 BID PACKAGE #1: 09-08-16

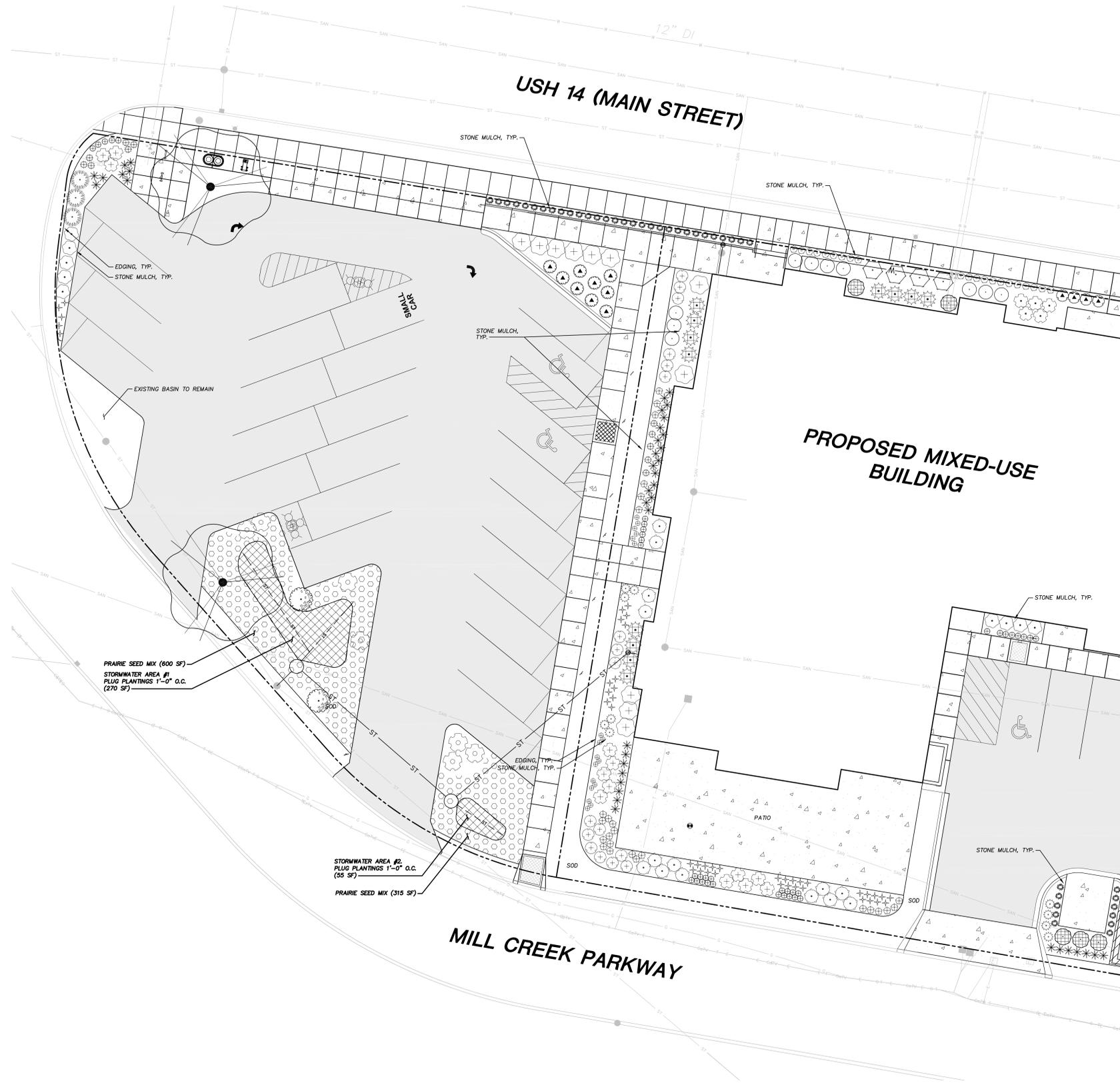
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PROJECT #: 20140490

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GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
2. REFER TO THE CIVIL PLAN SHEETS FOR PROPOSED FEATURES IN THE LEGEND AND NOTES.
3. ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE VILLAGE OF CROSS PLAINS' STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
5. DRAWING FOR REVIEW - NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
6. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR.
7. REFER TO SHEET L2.0 FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN.

LEGEND (SITE PLAN)

- PROPERTY LINE
- - - RIGHT-OF-WAY
- - - EASEMENT LINE
- ===== EDGE OF PAVEMENT
- ===== STANDARD CURB AND GUTTER
- ===== REJECT CURB AND GUTTER
- ▨ PROPOSED CONCRETE
- ▩ ASPHALT PAVEMENT-STANDARD DUTY
- ▧ POLYETHYLENE EDGING
- ▦ STORMWATER AREA PLUG PLANTINGS
- ▤ PRAIRIE SEED MIX

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
 "BUILDING RELATIONSHIPS WITH A COMMITMENT TO CLIENT SATISFACTION THROUGH TRUST, QUALITY AND EXPERIENCE"
 MADISON REGIONAL OFFICE
 161 HORIZON DRIVE, SUITE 101
 VERONA, WISCONSIN 53593
 608.848.5080 PHONE | 608.848.2255 FAX

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 True Design-Build
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ESSER PLACE MIXED-USE
 1900 MILL CREEK PARKWAY
 CROSS PLAINS, WI

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 MADISON, WI 53717

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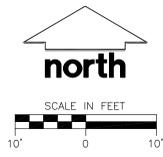
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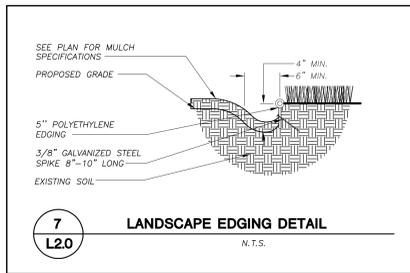
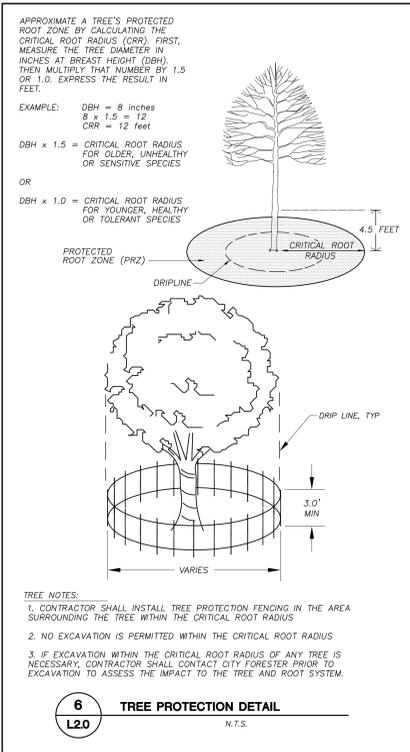
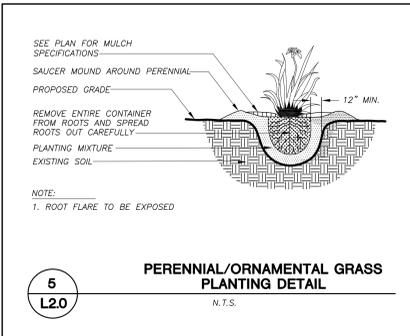
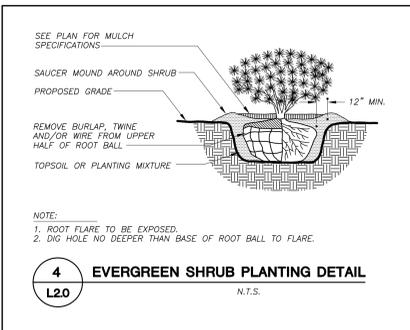
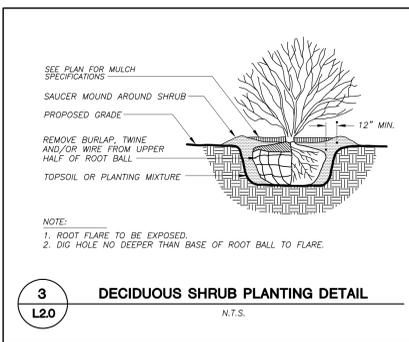
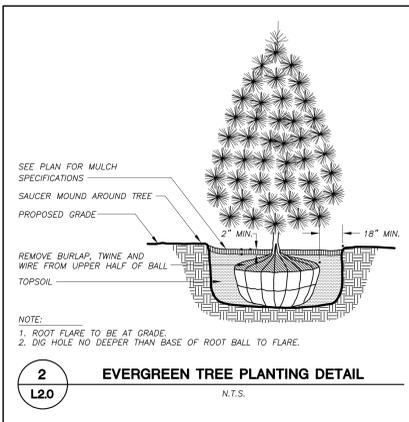
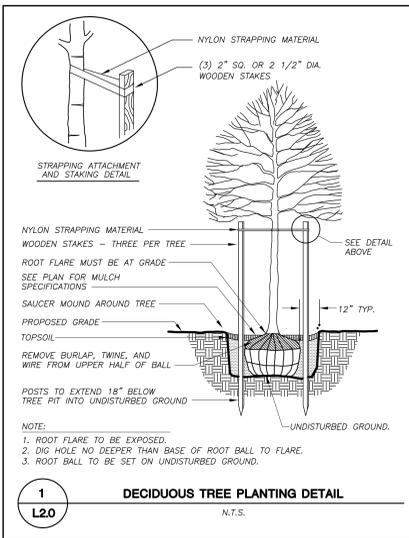
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LANDSCAPE NOTES AND SPECIFICATIONS

- GENERAL: ALL WORK IN THE R-C-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE VILLAGE OF CROSS PLAINS REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-382-5544 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL THE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THAT STOCK NOT PLANTED BY STORING STOCK IN A SHADED AREA PROTECTING THE ROOT MASS WITH WET SOIL, MOSS OR OTHER SUITABLE MEDIA AND KEEPING WELL WATERED. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED PRACTICES.
- GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY OWNER. PLANTS SHALL BE ALIVE AND IN GOOD HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE WITHOUT COST TO THE OWNER ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO SEEDING, EDGING, MULCH, ETC. REPAIR DAMAGE TO OTHER PLANTS OR PLANTING AREAS DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A TWO (2)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
- MATERIALS - PLANTS: ALL PLANTS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z601-2004. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH. PLANTS SHALL BE OF THE HIGHEST QUALITY, HAVE TYPICAL GROWTH HABITS FOR THEIR SPECIES, BE SOUND, HEALTHY, VIGOROUS AND FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
- MATERIALS - SOIL: PLANTING SOIL SHALL MEET THESE REQUIREMENTS:
A. PLANTING AREAS = 2"
B. TREE PITS = SEE DETAILS
- PLANTING SOIL TO BE A MINIMUM 24" DEPTH, UNLESS OTHERWISE SPECIFIED AS ABOVE OR ON DETAILS. TOPSOIL TO BE CLEAN, FRABLE LOAM FROM LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO CONFORM TO THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE BEDS PER SOIL TEST.
- MATERIALS - STONE MULCH: LANDSCAPE PLANTING AREAS LABELED ON PLAN SHALL RECEIVE WASHED STONE MULCH SPREAD TO A CONSISTENT DEPTH OF THREE INCHES OVER ENTIRE PLANTING AREA, UNLESS OTHERWISE SPECIFIED ON PLANS. TREE PARKING ISLANDS SHALL RECEIVE STONE MULCH SPREAD TO A CONSISTENT DEPTH OF THREE INCHES. WASHED STONE MULCH TYPE, SIZE & COLOR TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE OF WISCONSIN REQUIREMENTS.

- MATERIALS - SHREDDED HARDWOOD BARK MULCH: ALL STORMWATER AREAS SHALL RECEIVE SHREDDED HARDWOOD BARK MULCH OVER ENTIRE PLUG PLANTING AREA, UNLESS OTHERWISE SPECIFIED ON PLANS. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE OF WISCONSIN REQUIREMENTS.
- MATERIALS - TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SODDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 2" DIAMETER WASHED STONE MULCH TREE RING BREAD TO A CONSISTENT DEPTH OF 3 INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5" DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULATE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO FINISHED INSTALLATION OF TREE RING.
- MATERIALS - WEED BARRIER FABRIC: ALL PLANTING BEDS SHALL BE INSTALLED WITH WOVEN WEED BARRIER FABRIC. NO PLASTIC/IMPERVIOUS BARRIERS WILL BE PERMITTED. EXAMPLE: BLACK VISQUEEN.
- MATERIALS - EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING. OWNER SHALL FOLLOW PRODUCT SPECIFICATION PROVIDED BY LANDSCAPE CONTRACTOR.
- MATERIALS: SOD ALL AREAS SPECIFIED ON PLAN PER THESE NOTES. TURFGRASS SOD: CLASS OF TURFGRASS SOD SHALL BE PREMIUM GRADE APPROVED TURFGRASS SOD, ONLY IMPROVED TYPES OF SOD (LITE) ARE ACCEPTABLE. TURFGRASS SHALL BE MACHINE CUT AT A UNIFORM THICKNESS OF 60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36-48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN ENDS WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH SO THAT IT CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPLANTED WHEN MOISTURE CONTENT (EXCESSIVELY DRY OR WET) MAY ADVERSELY AFFECT ITS SURVIVAL. POST-PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPLANTED WITH A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 3 INCH ALLOWABLE (UNCOMPRESSED). TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL-BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS. THE SOD SUPPLIER SHALL MAKE RECOMMENDATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.
- PLUG PLANTINGS TO BE INSTALLED 1'-0" ON CENTER MIXING SPECIES INTEGRALLY IN FLATS OF 20 AT A TIME. REFER TO WDMR TECHNICAL STANDARDS FOR ROOTSTOCK AND PLUG PLANTINGS FOR BIORETENTION BASINS.
- PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIAL LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER AND COAT THE TREATED AREA WITH AN APPROVED ANTISEPTIC TREE PAINT.
- CLEANUP: DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL, BRANCHES, BINDING AND WRAPPING MATERIALS, REJECTED PLANTS, OR OTHER DEBRIS RESULTING FROM ANY PLANTING SHALL BE PROMPTLY CLEANED UP AND REMOVED. THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES UNTIL THE CLEANUP OPERATION IS COMPLETED. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC HAZARD. HOWEVER, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
- MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDING AREAS AND SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR AT LEAST A PERIOD OF 60 DAYS, OR UNTIL FINAL ACCEPTANCE FROM THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OF DEFICIENT BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION.
- MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.

| |
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| ISSUE DATE: |
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| SIP SUB: 07-25-16 |
| BID PACKAGE #1: 09-08-16 |

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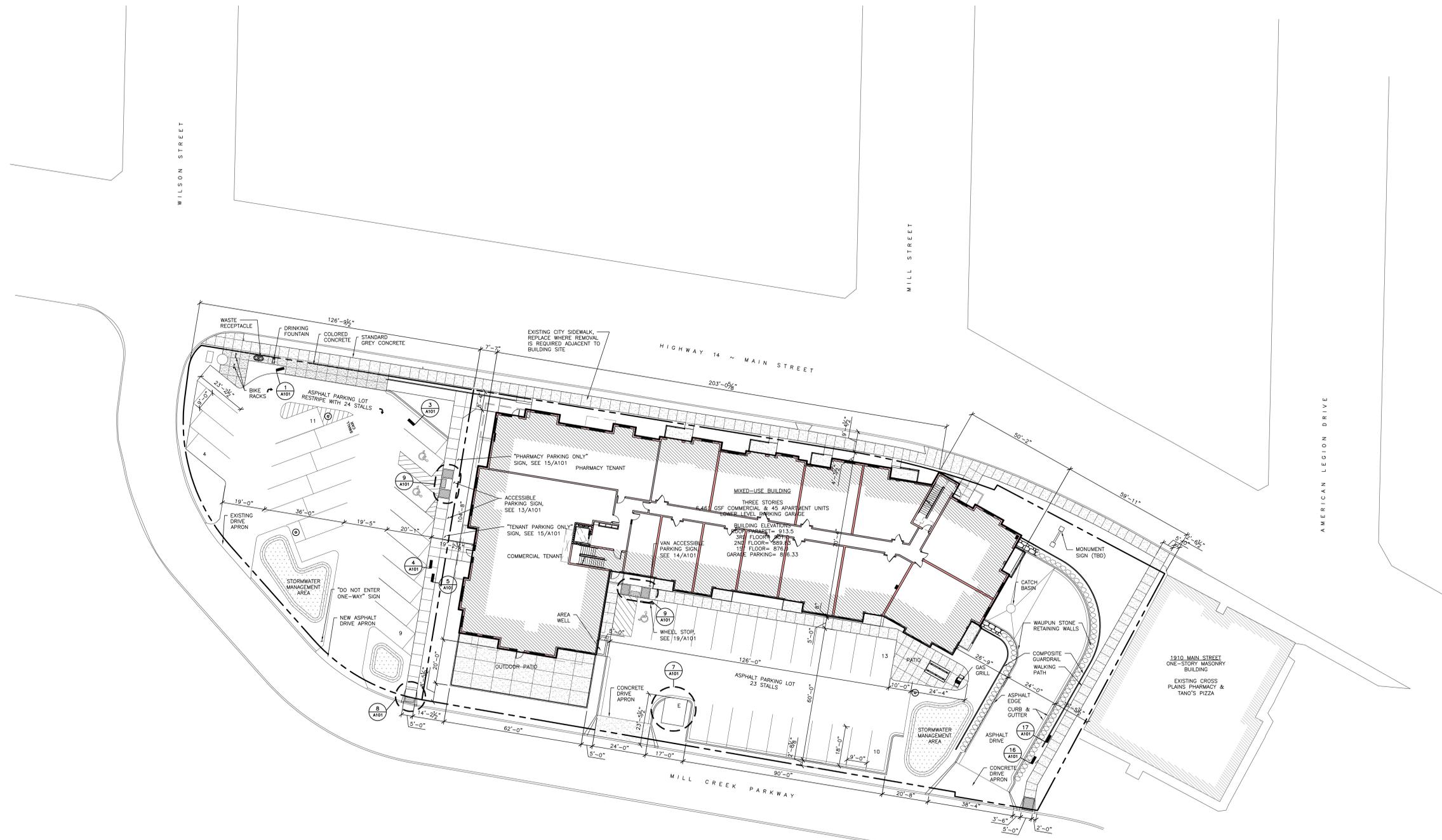
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ESSER PLACE MIXED-USE
1900 MILL CREEK PARKWAY
CROSS PLAINS, WI

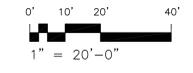
WEST GATEWAY, INC.
901 DEMING WAY, SUITE 102
MADISON, WI 53717



| DEVELOPMENT SUMMARY | | | |
|--|--|---|---|
| BASMENT LEVEL: 46 PARKING STALLS 25 TENANT STORAGE LOCKERS BUILDING TRASH ROOM, ELECTRICAL, GAS AND WATER SERVICE ROOMS | FIRST FLOOR: (1) UNIT A - STUDIO (2) UNIT A1 - STUDIO (2) UNIT B - 1 BEDROOM (1) UNIT B1 - 1 BEDROOM (1) UNIT B2 - 1 BEDROOM (2) UNIT C - 2 BEDROOM + DEN (1) UNIT D - 1 BEDROOM + DEN (1) UNIT E - 2 BEDROOM 11 UNITS TOTAL 2,044 GSF RETAIL TENANT SPACE 4,417 GSF COMMERCIAL TENANT SPACE | SECOND FLOOR SUMMARY: (2) UNIT A - STUDIO (2) UNIT A1 - STUDIO (3) UNIT B - 1 BEDROOM (1) UNIT B1 - 1 BEDROOM (1) UNIT B2 - 1 BEDROOM (4) UNIT C - 2 BEDROOM + DEN (1) UNIT D - 1 BEDROOM + DEN (1) UNIT E - 2 BEDROOM (1) UNIT F - 2 BEDROOM (1) UNIT G - 2 BEDROOM + DEN 17 UNITS TOTAL 10 TENANT STORAGE LOCKERS | THIRD FLOOR SUMMARY: (2) UNIT A - STUDIO (2) UNIT A1 - STUDIO (3) UNIT B - 1 BEDROOM (1) UNIT B1 - 1 BEDROOM (1) UNIT B2 - 1 BEDROOM (4) UNIT C - 2 BEDROOM + DEN (1) UNIT D - 1 BEDROOM + DEN (1) UNIT E - 2 BEDROOM (1) UNIT F - 2 BEDROOM (1) UNIT G - 2 BEDROOM + DEN 17 UNITS TOTAL 10 TENANT STORAGE LOCKERS |
| BUILDING SQUARE FOOTAGE: 17,769 SF BASEMENT LEVEL 17,750 SF FIRST FLOOR LEVEL 17,618 SF SECOND FLOOR LEVEL 17,592 SF THIRD FLOOR LEVEL 70,718 SF TOTAL 6,461 SF TOTAL COMMERCIAL 64,257 SF TOTAL RESIDENTIAL | APARTMENT UNIT SUMMARY: (5) UNIT A - STUDIO (6) UNIT B - 1 BEDROOM (3) UNIT B1 - 1 BEDROOM (3) UNIT B2 - 1 BEDROOM (10) UNIT C - 2 BEDROOM (3) UNIT D - 1 BEDROOM + DEN (2) UNIT E - 2 BEDROOM (3) UNIT F - 2 BEDROOM (2) UNIT G - 1 BEDROOM + DEN 45 UNITS TOTAL | PARKING SUMMARY: 24 MUNICIPAL PARKING LOT STALLS 23 SURFACE PARKING STALLS 46 UNDERGROUND PARKING STALLS 93 TOTAL STALLS PROVIDED 1.5 PER MULTI-FAMILY RES. UNIT 4061.5 = 67.5 RESIDENTIAL 1 PER 300SF COMMERCIAL AREA 5,975/3000 = 19.9 87 STALLS TOTAL REQUIRED PER ZONING ORDINANCE NOTE: BICYCLE PARKING FACILITIES PROVIDED AND SHARED PARKING WITH RESIDENTIAL + RETAIL USES WILL BE IMPLEMENTED | SITE SUMMARY: 15,894 SF IMPERVIOUS SURFACE AREA (38%) 550 SF RETENTION PONDS (1.3%) 17,750 SF BUILDING FOOTPRINT (42.5%) 41,673 SF TOTAL SITE AREA (LOT 1) |



1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"



ISSUE DATES:
SIP SUB: 07-25-16
SIP REVISION: 09-08-16

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A100

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1900 MILL CREEK PARKWAY
CROSS PLAINS, WI

WEST GATEWAY, INC.
901 DEMING WAY, SUITE 102
MADISON, WI 53717

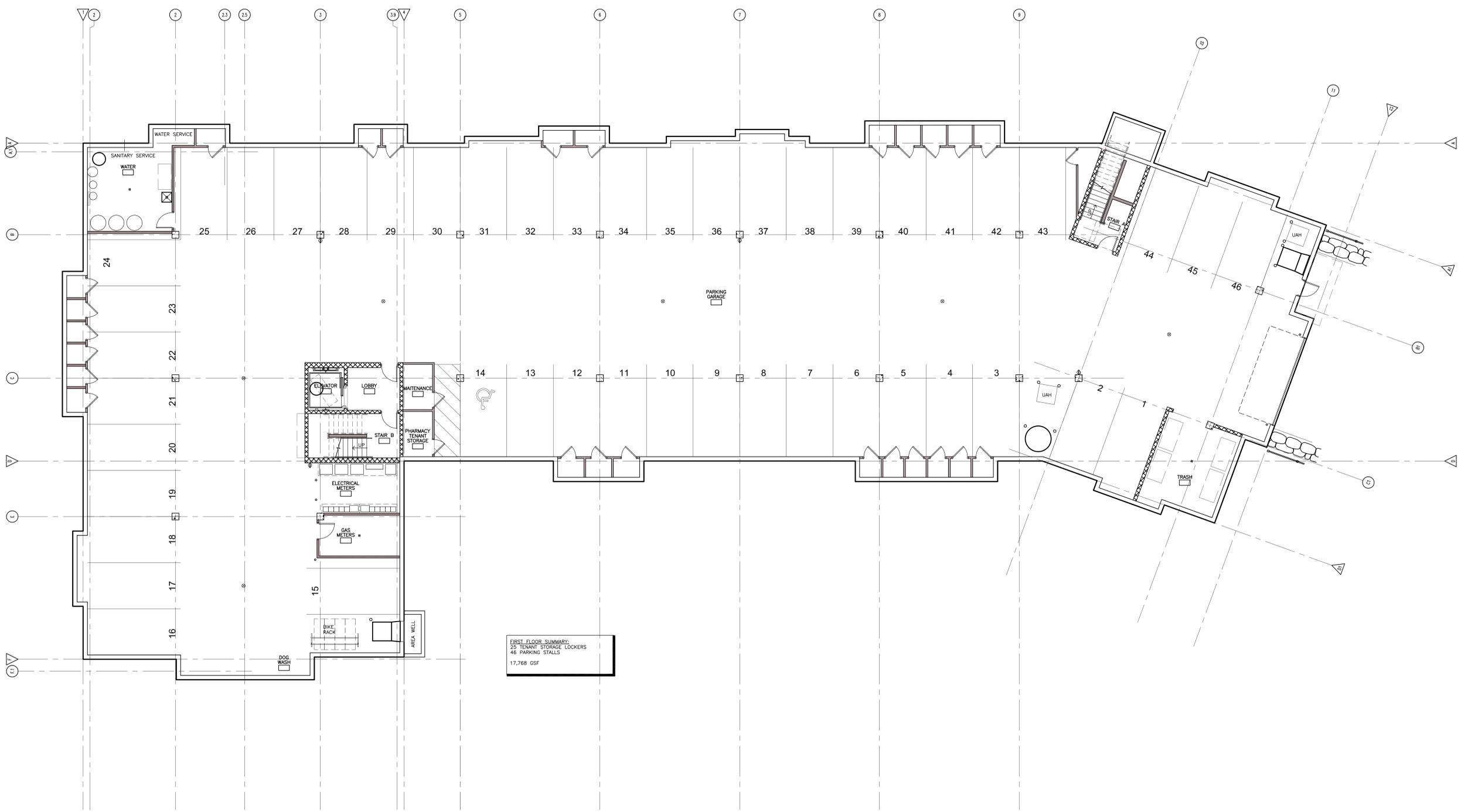
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SD BID SET: 05-24-16
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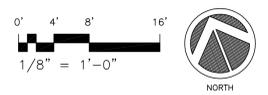
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A200



FIRST FLOOR SUMMARY:
25 TENANT STORAGE LOCKERS
46 PARKING STALLS
17,768 GSF

1 BASEMENT FLOOR PLAN
A200 SCALE: 1/8" = 1'-0"



ESSER PLACE MIXED-USE

1900 MILL CREEK PARKWAY
CROSS PLAINS, WI

WEST GATEWAY, INC.
901 DEMING WAY, SUITE 102
MADISON, WI 53717

ISSUE DATES:

SD BID SET: 05-24-16

BID PACKAGE #1: 09-08-16

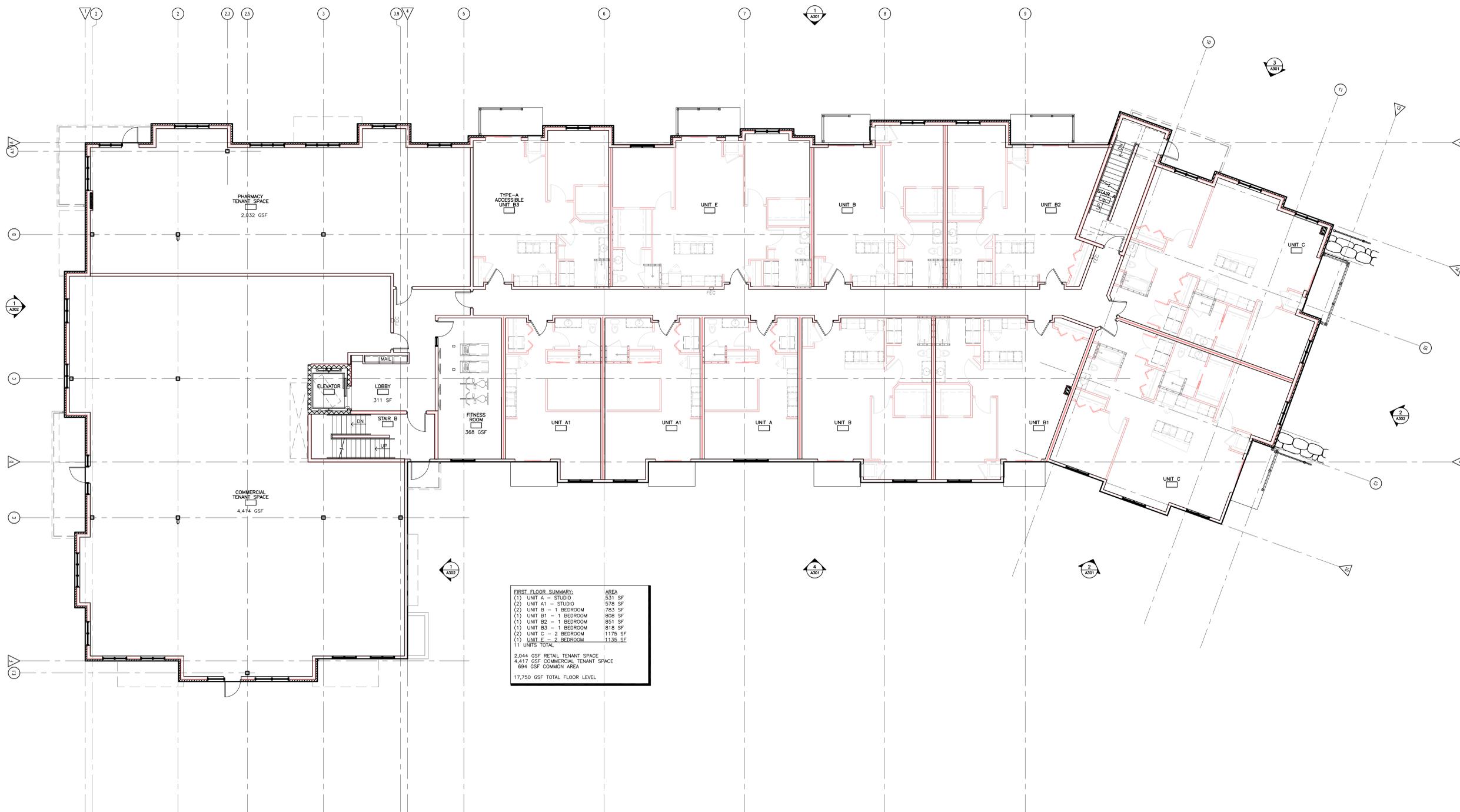
RF/ISI DATE:

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PROJECT #: 20140490

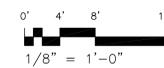
SHEET NUMBER

A201



| FIRST FLOOR SUMMARY: | AREA |
|-----------------------------------|---------|
| (1) UNIT A - STUDIO | 531 SF |
| (2) UNIT A1 - STUDIO | 578 SF |
| (2) UNIT B - 1 BEDROOM | 783 SF |
| (1) UNIT B1 - 1 BEDROOM | 808 SF |
| (1) UNIT B2 - 1 BEDROOM | 851 SF |
| (1) UNIT B3 - 1 BEDROOM | 818 SF |
| (2) UNIT C - 2 BEDROOM | 1175 SF |
| (1) UNIT E - 2 BEDROOM | 1135 SF |
| 11 UNITS TOTAL | |
| 2,044 GSF RETAIL TENANT SPACE | |
| 4,417 GSF COMMERCIAL TENANT SPACE | |
| 694 GSF COMMON AREA | |
| 17,750 GSF TOTAL FLOOR LEVEL | |

1 FIRST FLOOR PLAN
A201 SCALE: 1/8" = 1'-0"



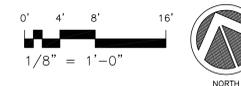
ESSER PLACE MIXED-USE
1900 MILL CREEK PARKWAY
CROSS PLAINS, WI

WEST GATEWAY, INC.
901 DEMING WAY, SUITE 102
MADISON, WI 53717



| SECOND FLOOR SUMMARY: | | AREA |
|------------------------------|--------------------------|---------|
| (2) | UNIT A - STUDIO | 531 SF |
| (2) | UNIT A1 - STUDIO | 578 SF |
| (3) | UNIT B - 1 BEDROOM | 783 SF |
| (1) | UNIT B1 - 1 BEDROOM | 808 SF |
| (1) | UNIT B2 - 1 BEDROOM | 851 SF |
| (3) | UNIT C - 2 BEDROOM | 1175 SF |
| (1) | UNIT C1 - 2 BEDROOM | 1259 SF |
| (1) | UNIT D - 1 BEDROOM + DEN | 903 SF |
| (1) | UNIT E - 2 BEDROOM | 1135 SF |
| (1) | UNIT F - 2 BEDROOM | 1219 SF |
| (1) | UNIT G - 2 BEDROOM + DEN | 1254 SF |
| 17 UNITS TOTAL | | |
| 10 TENANT STORAGE LOCKERS | | |
| 17,618 GSF TOTAL FLOOR LEVEL | | |

1 SECOND FLOOR PLAN
A202 SCALE: 1/8" = 1'-0"



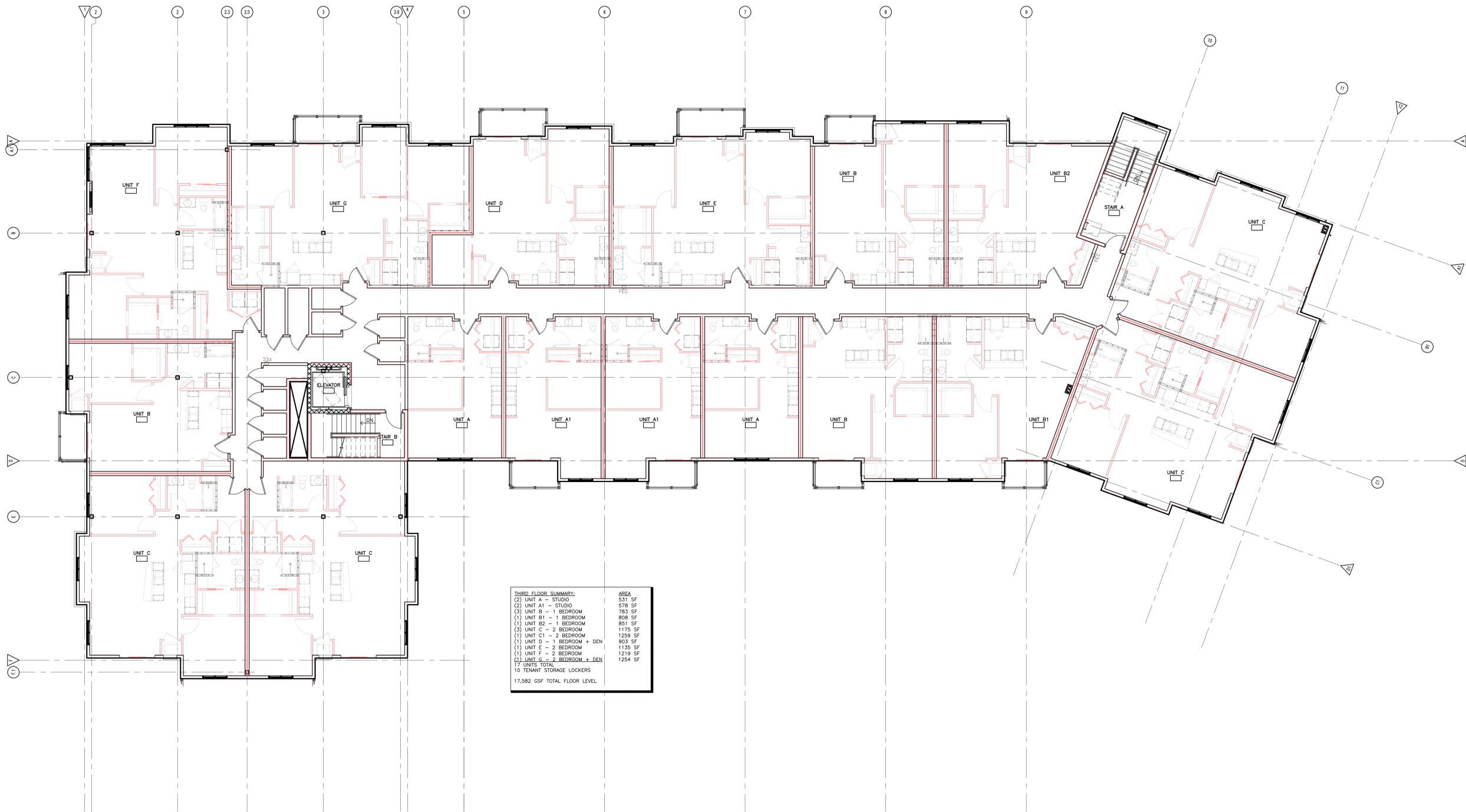
ISSUE DATES:
SD BID SET: 05-24-16
BID PACKAGE #1: 09-08-16

RF/ISI DATE:

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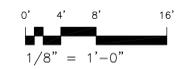
PROJECT #: 20140490
SHEET NUMBER

A202



| THIRD FLOOR SUMMARY: | AREA |
|------------------------------|---------|
| (2) UNIT A - STUDIO | 531 SF |
| (2) UNIT A1 - STUDIO | 578 SF |
| (3) UNIT B - 1 BEDROOM | 783 SF |
| (1) UNIT B1 - 1 BEDROOM | 808 SF |
| (1) UNIT B2 - 1 BEDROOM | 851 SF |
| (3) UNIT C - 2 BEDROOM | 1175 SF |
| (1) UNIT C1 - 2 BEDROOM | 1259 SF |
| (1) UNIT D - 1 BEDROOM + DEN | 903 SF |
| (1) UNIT E - 2 BEDROOM | 1135 SF |
| (1) UNIT F - 2 BEDROOM | 1219 SF |
| (1) UNIT G - 2 BEDROOM + DEN | 1254 SF |
| 17 UNITS TOTAL | |
| 10 TENANT STORAGE LOCKERS | |
| 17,582 GSF TOTAL FLOOR LEVEL | |

1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



ESSER PLACE MIXED-USE
1900 MILL CREEK PARKWAY
CROSS PLAINS, WI

WEST GATEWAY, INC.
901 DEMING WAY, SUITE 102
MADISON, WI 53717

ISSUE DATES:
SD BID SET: 05-24-16
BID PACKAGE #1: 09-08-16

RFI/SD DATE:

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PROJECT #: 20140490
SHEET NUMBER

A203



WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
0' 4' 8' 16'
1/8" = 1'-0"



EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
0' 4' 8' 16'
1/8" = 1'-0"



SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
0' 4' 8' 16'
1/8" = 1'-0"



NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
0' 4' 8' 16'
1/8" = 1'-0"

| EXTERIOR MATERIAL KEY | | | |
|-----------------------|-------------------------|--------------------------------------|---|
| HATCH | | COLOR | REMARKS |
| | BRICK MASONRY VENEER | BRICK COLOR TBD | MORTAR - GREY MASONRY SILLS & COPING - LIMESTONE |
| | SPLITFACE MASONRY BLOCK | COLOR TBD | |
| | HORIZONTAL SIDING | 4" EXPOSURE LP SMARTSIDE COLORS VARY | 540 SERIES LP TRIM COLOR - WHITE |
| | HORIZONTAL SIDING | 7" EXPOSURE LP SMARTSIDE COLORS VARY | 540 SERIES LP TRIM COLOR - WHITE |

ISSUE DATES:

| | |
|----------------|----------|
| GDP DRAFT SUB: | 05-02-16 |
| SIP DRAFT SUB: | 07-05-16 |
| SIP SUB: | 07-25-16 |
| DESIGN REVIEW: | 08-22-16 |

RFI/SI DATE:

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

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PROJECT #: 20140490
SHEET NUMBER

A301

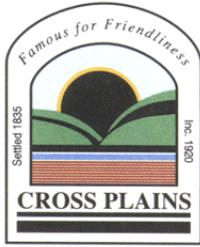




ESSER PLACE
1900 MAIN STREET
DENVER, CO 80202
TENANT SIGN
TENANT SIGN

1900





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

Memorandum

To: Plan Commission
From: Michael K. Axon, Interim Village Administrator
Date: September 14, 2016
Re: **Review of the Annexation Factors for the proposed Sundance Subdivision**

Executive Summary

The Village entered into a Pre-Annexation Agreement with Sundance Development LLC on December 16, 2013 in order to annex 142 acres of land into the Village to be developed as a residential subdivision. The Developer is responsible for completing the Preliminary Procedures including a statement on the Statutory procedure for annexation, a Development Plan, and a Financial Analysis. Village Staff has been working with the Developer on the Preliminary Procedures in order to conduct its official review against the Annexation Factors established within the Village Code. These two sections combined, Preliminary Procedures and Annexation Factors, make up the Development Proposal that was considered by the Plan Commission at its July 11, 2016 meeting in order to make a recommendation to the Village Board for its July 25th meeting. The Plan Commission has previously reviewed this proposal at its meetings on February 1st, March 7th, May 2nd, June 6th, and July 11th of this year. The Village Board reviewed this proposal at its meeting on July 25th with questions regarding the enforcement of adding water to the proposed subdivision providing a private well were to be contaminated or dry up. This memorandum will summarize the Preliminary Procedures, review the Annexation Factors, and provide a summary of the next steps in the annexation process.

Pre-annexation Agreement

This agreement (Exhibit A) is required by ordinance in order to establish the basic initial terms by which someone can annex property into the Village. Mainly to make the individual responsible for paying the costs associated with the review of the annexation. Additionally, this agreement was somewhat unique in this case as it also provided direction on several "Pre-annexation Issues" that were to be addressed by the Development Plan within the Preliminary Procedures. Please note the following issues from the agreement and a summary of how they are addressed in the Development Proposal:

- A. *"A plan for phasing in the construction of the development..."* – There are 3 phases of development noted on page 9 of Exhibit C (Development Plan).
- B. *"Proof that the entirety of Brewery Road will be annexed to the Village as part of the annexation, or, in the alternative, that an intergovernmental agreement between the Village and the Town of Berry regarding the future maintenance and repair of Brewery Road can be attained."* – The annexation map is depicted on page 11 of Exhibit C (Development Plan) showing the entirety of Brewery Road being annexed into the Village. The revised concept

included within this map will improve Brewery Road up to “A” Street which is the southern entrance to the development. The Village will still maintain the entire road including plowing but will not see the remainder of the road improved until additional development comes forward from the North. The Village will work with the Town of Berry through a Memorandum of Understanding regarding this improvement as its residents will use what will become a Village street constructed to urban standards. The Developer is working with Dane County, a land surveyor, and the title company regarding the ownership rights of Brewery Road. Some of the property remains privately owned with the Town being required to maintain the right of way while some of the property has dedicated public right of way through prior year’s certified survey maps (see Exhibit B). A survey will need to be completed to identify what slivers of land will need to be dedicated as public right of way. This is common in the annexation of town roads into incorporated villages and no additional homes or properties are being added other than what is shown on the annexation map.

- C. *“A secondary access road for emergency services ingress/egress to and from the Property will be developed.”* – This development was previously considered in 2008 by the Village but was not pursued at that time due to a variety of factors. One of the main stipulations from the first review has carried through to the second attempt and that is the presence of a secondary access point to the Development for emergency purposes. The secondary access point is described in Exhibit C (Development Plan) on page 7. The concept revolves around the shared use of an existing driveway on property presently located within the Village at the end of Hillside Trail. This is not the same concept pursued in 2008, but could fulfill the requirement of providing emergency access as needed. Please note the following key components to meeting this objective:
- a. “Emergency Lane” Concept – The implementation of this proposal will require the Village to acquire the entire parcel located at 3037 Hillside Trail (~ 17 acres). The property will then be subdivided into three parcels for the driveway, drainage on the north, and whatever is left on the south for the existing single family home. The property with the house that is not used for the road and drainage (i.e. – remnant) will be resold by the Village. The Developer(s) will be responsible for making the Village whole on the land transactions by paying the difference in cost between the acquisition price and its eventual sale price. Additionally, the Developer(s) will be responsible for the cost of updating the driveway to an urban street design. This secondary access will then connect into a cul-de-sac on the neighboring western property and will only allow for emergency access, pedestrian use, and serve as a driveway for the existing home. This proposal has been shared by all parties involved and is thus far the preferred option in order to meet the objective.
 - b. Larger Project – The above described concept does allow for the Development to expand providing new opportunities for annexation. The Village was approached by Scott Faust in the Fall of 2015 regarding his desire to annex land into the Village that is located immediately south of the Sundance Development and west of the property at

3037 Hillside Trail. A majority of Mr. Faust's property is not buildable except for about 11 lots on the far northeast corner of the land adjacent to the other two land owners in the project. This property does have an easement over it for use by the Ice Age Trail. Additional conservancy lands will be dedicated as a result of this Development that will allow for the addition of a new park with access overlooking the Village similar to Hickory Hill. Mr. Faust desires to enter into a Pre-Annexation Agreement with the Village and will share in the costs for the Development including the implementation of the "Emergency Lane" Concept described above. The Faust Development will be handled separately and at a different pace from Sundance as is desired by the parties involved.

- D. *"Village approval allowing the developed lots to be serviced by well and municipal sewer."* – The project will be constructed with municipal sewer and private wells as noted on page 13 of Exhibit C (Development Plan). However, about a dozen homes may need to be serviced by septic tanks or grinder pumps in order to hook into the system as the larger lots were created to allow for this use when the density was lowered and lift station removed. A necessary step in the process would be for the Village Board to follow the procedure of 64.12 (b) and make a formal finding excluding the Sundance Plat from the water service area. As the Development Agreement is created, describe this exclusion to grant the waiver from connecting to the water system providing the Village will not provide water service to the Plat in the future pursuant to the finding of section 64.12 (b). If ordered by the PSC to provide service, or if the Board decides to provide service to the Plat in the future, then the Village will install service to the entire plat, and require all residences to immediately abandon their wells, hook up to the municipal water and be assessed their proportionate share. This information should also be memorialized so all future owners can be put on notice, whether that be via covenants or a written notice to each lot owner, upon purchase, that the owner will not object to the future special assessment.

Preliminary Procedures

Section 82.03 of Chapter 82 (Exhibit E) defines the requirements for the Preliminary Procedures. All requests for annexation have to fulfill these requirements in order for their request for annexation to be considered by the Village. All three items are attached for your consideration as the review process is conducted. Please note the following about each item as they are currently presented:

- *Section 82.03(a) – State Statutes (Exhibit B):* The applicant will petition the Village for direct annexation by one-half approval as is defined in State Statute 66.0217(3)(a) (Exhibit F). The petition will be signed by the Developer and property owner located at 4923 Brewery Road as the owners of the majority of the property subject of annexation. Additionally, the property owner of 4923 Brewery Road serves as the only electors of the property subject to annexation. This will satisfy the petition process for direct annexation by one-half approval; however, it also requires a Class 1 Notice be filed with several defined jurisdictions containing a statement of the intention to circulate an annexation petition.

- *Section 82.03(b) – Development Plan Required (Exhibit C):* The Development Plan details several planning aspects related to the proposed annexation. This includes reasoning for annexation, description on development, land use plan, municipal services needed, satisfaction of State Statutes, intended zoning, concept plan, and anything else the Village considers reasonable to be included in the Plan. The Plan provides for the development of 145 single family homes utilizing SR-3 (Exhibit F) along with related roads, sidewalks, stormwater treatment facilities, and other amenities as needed. The project also includes 44 acres of open/green space and 15 acres of an adjacent parcel planned for inclusion in the RH-35 district. All properties scheduled for inclusion on this annexation are currently outside of the Village’s existing Urban Service Area and will require an amendment to include the properties from the Capital Area Regional Planning Commission (CARPC) and Department of Natural Resources (DNR).
- *Section 82.03(c) – Financial Analysis Report (Exhibit D):* This report looks at the financial aspects of the project comparing revenues generated from new property values against projected expenses created by the properties to be served. Revenue is estimated based on the values reported by the Developer and compared against similar properties (pages 2-3). The total assessed value is derived on a per lot basis in order to apply the Village’s 2016 Mill Rate. Total expenses are extracted from the 2016 Budget by line item or Department in order to be categorized as requested in the Ordinance (pages 4-5). There are approximately 1,505 parcels in the Village that is then divided by each line item to derive the per parcel expense established for the coming year. This number is then applied to the number of lots being added to the Village to calculate the estimated operating expense the Development will create. This allows for the revenue and expense to be compared as a means to project performance (page 6). The report shows that the Development will add \$460,399 in new revenue at build out against \$328,485 in new expense. This projection yields a surplus; however, decisions regarding the actual use of new revenue can only be determined at the discretion of the Village Board through the annual budgeting process.

Annexation Factors

Section 82.04 of the Village Ordinances provides the evaluation platform “in order to evaluate the impact of a proposed annexation on the Village.” By code, “the Village may consider any factor it considers relevant including, but not limited to, the following factors:

- a) Whether the property is located within a Village urban service area –* None of the properties subject to this annexation request are located within the Village’s Urban Service Area (USA). The Village will request from the DNR the property be added to the existing USA either in its entirety or a portion there-of in order for the Development to be served by municipal sewer. The topography for the northwest corner of the property will not support development and may be left out of the request to minimize the expansion. The DNR has 90 days in order to rule on the request and will take into consideration several factors.
- b) Whether the property is located within a planned Village growth area as identified in a Village Land Use Map –* The Future Land Use map within the Village’s Comprehensive Plan labels the buildable space within this Development as a Planned Single Family-Urban Development. Single Family–Urban category is the main residential land use design to promote single family

housing. The proposed Development complies with this section of the land requirements through the use of municipal sewer and the Development Plan required within the Annexation Code. It will not; however, offer municipal water as is required by the land use chapter of the Comprehensive Plan. A waiver has already been granted by the Village Board through the Pre-Annexation Agreement. The Planned Neighborhood designation desires to promote a variety of housing choices and potentially mix in other non-residential uses. The project currently proposes to develop all lots as single family homes meeting the minimum threshold of 65%; plus a new park, conservancy dedication, stormwater features, and trail expansion. Other types of residential and non-residential uses are not being recommended at this time by Village Staff due to the Development's edge location. The property is located within a Village Land Use Map and is planned for growth pursuant to this document.

- c) *Whether the Village possesses adequate sanitary sewer capacity to serve the property once it is developed* – The Village last reconstructed the Wastewater Treatment Plant in 2008. The Village is capable in treating of wastewater through the solid waste disposal process. The Village contracts with Dane-Iowa Wastewater Plant for the final phase in disposing of the solid waste removed from the water. Current capacity for the plant is estimated at 540,000 gallons per day and we currently use 242,500 gallons per day on average. The addition of this many users is forecasted at approximately 8,000 gallons per day leaving the plant with substantial capacity post development. The Wastewater Treatment Plant has the current capacity to add the users listed in the Development Plan.

- d) *Whether the Village possesses adequate municipal water capacity to serve the property once it is developed* – The Village is agreeable to the Development utilizing individual wells for water service versus a municipal water system. The height of the Development is two pressure zones higher than our existing system and would require a lot of isolated public infrastructure to support this service at implementation and going forward. This was required in the Pre-Annexation Agreement and noted within the Development. There is no effect on the municipal water capacity to serve this property.

- e) *Whether the Village possesses adequate police, fire, emergency medical, public works, and administrative services to serve the property once it is developed* – Exhibit C lists the Financial Analysis report looking at the projected revenues created by new development and expenses associated with serving the properties including public safety, public works, utilities, cultural amenities, administrative services, and other costs. The proposed Development is being designed to urban standards similar to other developments within the Village. This allows for the Village to provide a consistent level of service without any unique or unusual features. The only exceptions are the use of private wells with municipal sewer and the inclusion of an emergency access lane for first responders should the primary access fail. As the Village grows, the need for staffing, materials, and the expansion of other contracted services (i.e. – garbage/recycling collection) will have to be examined in order for revenue created by the Development to pay for the expenses needed to serve it. The Village possesses adequate services to serve this property in an urban setting once developed, but will have to adjust over time as it grows.

- f) *The cost of providing Village municipal services to the property once it is developed* – Approximately \$2,329.57 per parcel will be spent in 2016 to provide Village services through the General Fund and another \$922.76 per parcel for sewer service (Exhibit D). This is based on the 1,505 parcels currently established within the Village and a 2016 Budget of \$3,506,000 for all taxable funds (i.e. General, Library, Parks/Rec, and Debt Service) and \$1,388,750 for sewer as an enterprise fund. The revised concept includes 101 lots that are now projected to be completed over the course of 3 phases with Phase 1 adding the largest projected expense at \$130,093 (40 lots), Phase 2 at \$110,579 (34 lots), and Phase 3 at \$87,813 (27 lots) for a total general and sewer added expense of \$328,485.
- g) *Whether it is desirable to extend Village municipal services to the property* – It is not only desirable to extend Village municipal services to this location but necessary in order to implement growth in areas designated for such use within the Comprehensive Plan. Without the extension of these services, the property would develop far less dense than what is proposed and within the township. Brewery Road will need to be improved and sewer will have to be extended as part of the road construction but services are adjacent to the proposed development making them available for use.
- h) *What impact the proposed annexation and development have on municipal services in the Village, and how the Village will provide such services to the property* – The proposed annexation will add 142 acres with 101 single family lots that will require additional protection of life and property as well as create infrastructure to maintain. The added population will provide new “users” for the Library, Garbage/Recycling, Parks/Recreation programs, and Sewer Utility. The added road miles and stormwater infrastructure will be maintained by Public Facilities. The Fire District will see an increase of approximately \$51,510,000 equalized value to protect, and likewise, the EMS District will see an increase in their population served based on the funding formulas for each organization. The Police Department will also see an increase in areas to patrol going forward. With the core urban services established, the key for the Village will be how best to address Staffing needs to meet the demands for the expansion. Staffing needs already exist in the Police and Public Facilities Department, and there may be secondary needs that develop as well within Administrative Services, Library, Parks/Rec, Utilities, and/or public safety districts. The value added by the development will support the expansion of our services; however, additional planning is necessary according to the phasing for the Development to properly account for the integration of this expansion.
- i) *The amount of property tax and other Village revenue generated by the property once it is developed* – There are 101 lots proposed within the Development with an estimated average assessed value of \$510,000 per lot which at the conclusion of the project would yield a total estimated assessed value of \$51,510,000. The current mill rate for the Village is \$21.88 per \$1,000 of value. This would generate an additional \$1,127,039 for all the taxing jurisdictions and \$371,923 for the Village specifically at build out. The first phase for the project will be the largest, yielding approximately \$20,400,000 in value when complete; while the remaining

three phases add between \$13-17 million each depending on the amount of lots planned. Further, the estimated revenue generated by user charges in the Sewer Fund would bring in an estimated \$88,476 per year. Total additional revenue at the conclusion of the project is estimated at \$460,399, compared with the total projected expense of \$328,485. Based on these projections, this will leave the Village with a possible annual surplus of approximately \$131,914 to be dedicated to other needs within the Village.

- j) *Whether any deficiency in the provision of municipal services can be addressed by the Village and petitioner through a pre-development agreement* – The Pre-Annexation Agreement authorized in 2013 addresses the initial deficiencies known at the outset of the project including the provision of municipal sewer but not water, secondary access for emergency vehicles, and the inclusion of Brewery Road in its entirety as part of the annexation. The discussion regarding these issues shall continue through the Staff Review and as part of the Plan Commission’s review of the Development Proposal as these issues are key for the Village. The Staff Review has not uncovered any other deficiencies in the provision of municipal services. A Pre-Development Agreement may not be needed, depending on the findings of the Plan Commission review and the fact that there is already a Pre-Annexation Agreement in place.
- k) *Whether the annexation is consistent with the goals, objectives, policies, and recommendations of the current Village Master Plan* – The Village’s Comprehensive Plan was originally adopted by the Village on June 9, 2008 and subsequently revised the Future Land Use Map within Chapter 3 on September 24, 2012, May 20, 2013, and May 19, 2014. The Plan includes 9 Chapters reviewed against the Development Proposal as follows:
- *Chapter 1 – Issues and Opportunities:* For the last two decades, the Village has been able to exceed or stay consistent with the population growth rate for Dane County when comparing 1990, 2000, and 2010 Census data. This was achieved through robust housing growth during this same period, but has since become stagnant. The Overall Vision established within this Chapter stated that *“the Village desires a safe, clean, attractive and prosperous community that residents of all ages are proud to call home...Residents and visitors alike will be able to travel freely throughout the community by car, bike, or foot...Though ties with Madison will strengthen, the Village will retain its character and identity.”* The opportunity presented with this request for annexation allows the Village to address the issue of limited growth over the last decade.
 - *Chapter 2 – Agricultural, Natural, and Cultural Resources:* The main goal of this section is to protect agricultural land within the Village’s planning area until such time that urban development is warranted. The annexation request for the property in question is adjacent to the Village and contiguous to Brewery Road including the municipal

sewer system. The project as proposed comes to the Village at a time it is experiencing record low vacancy rates for single family lots. The conversion of this property from agricultural use to residential will still provide adequate space for stormwater management, parklands, conservancy, and trail development.

- *Chapter 3 – Land Use:* The property to be annexed is designated for growth as a planned residential neighborhood. The use of single family housing throughout was designed to maintain the consistency of the housing options due to single family lot availability being very low within the Village. There are two additional properties included within this annexation that may seek development in the future. The first property is owned by Greg and Kathy Roessler at 4923 Brewery Road and is being zoned Rural Holding (RH) – 35 until such time the property owner desires to adjust the zoning to allow for development. Similar to Roessler, Linda Statz is the property owner of 4959 Brewery Road and also desires to be included in the annexation within RH-35 similar to the neighboring property. The project is being designed to urban standards in order to enhance the provision of municipal services with the exception of the use of individual wells.
- *Chapter 4 – Transportation:* Included within Exhibit C is the Traffic Study conducted for the development. The summary findings of that study stated that the “traffic added by the Sundance Subdivision will not require additional road improvements.” Regardless of this study, the Village has already made an improvement to signalize the intersection of Brewery Road and Main Street through the reconstruction of US Highway 14. The Village is planning to reconstruct County Highway P (Church Street) in either 2018 or 2019 which will include an improvement to the traffic flow for the intersection of Brewery Road and Church Street. Brewery Road serves as the main access point to the subdivision from two of the main roads through the Village, and these two projects will help to enhance traffic flow to the subdivision and surrounding area. There are two entrances off of Brewery Road into the subdivision and the Pre-Annexation Agreement requires a second access point other than Brewery Road for emergency purposes. What remains to be determined is whether or not the secondary access should be an official Village road rather than just solely dedicated to emergency use. The Developer proposes to paint and sign the access as “Emergency Use Only” with no other impediments and will still require the Village to plow so it can be used if needed. Enforcement of this type of setup may be problematic depending on the final determination on the secondary access.
- *Chapter 5 – Utilities and Community Facilities:* The annexation as proposed will add parklands, conservancy property, and trail development to the Village. All of which is adjacent to existing trails and conservancy property that will allow off-road access to the remainder of the Village as well as consistent land use for this area of the Village. This project will expand the sewer system by 101 homes as well as the network of roads but will not expand the water system as they will be using individual wells.

Transportation planning will also include road reconstruction for the end of Brewery Road with the extension of sewer to serve potential future developments.

- *Chapter 6 – Housing and Neighborhood Development:* The project as proposed is adjacent to existing Village developments that will allow for the expansion of the Urban Service Area. The area is also designated for growth within the Future Land Use Map and specifically for Single Family-Urban land uses. The project will make available new lots for construction and improve the housing stock within the Village; however, affordability of the lots available remains a question. Exhibit B lists the average per lot value following development at \$510,000. Approximately 21.3% of our housing falls within the \$300,000 to \$499,000 range as determined by the US Census Bureau with a median housing value of \$236,800. Slightly over half of our housing values fall within the \$200,000 to \$299,000 range with the remainder of the housing stock falling under \$200,000 (27.7%). It is conceivable the lots within this proposed development could command the value projected by the Developer due to their size and location, and would be adding housing at the higher end of our range.
- *Chapter 7 – Economic Development:* The median household income for the Village is presently estimated at \$66,615 by the US Census Bureau. A majority of the population falls within the \$50,000-\$74,999 range at 26.3% and \$75,000 to \$99,000 range at 18.6%. The median income would likely rise within the Village due to the project value of the homes to be built in the project. The Village remains a good place to live given its proximity to the greater Madison Region and the wide variety of employment that it offers in health care, professional offices, and higher education facilities. Village Employment opportunities are very similar to what they have been since the Comprehensive Plan was completed, which could be beneficial for the service industry that dominates the job market
- *Chapter 8 – Intergovernmental Cooperation:* The Village will work with the Town of Berry regarding the annexation, reconstruction, and future use of Brewery Road as is necessary. The inclusion of Brewery Road within this development can be a benefit to both the Village, Town, and all of our residents as we have struggled for years to properly maintain the infrastructure. The annexation is only bringing in electors from the Town who want to be added to the Village. This leaves the remainder of residents who opt to stay in the Town to use the new street that will be reconstructed as part of the Development and maintained going forward by the Village. The School District and other taxing jurisdictions will also benefit from the new property value and increase in population.
- *Chapter 9 – Implementation:* Annexation requests should follow the guidelines set forth in the Comprehensive Plan to extent possible as outlined in the preceding eight chapters. The annexation as proposed is consistent with the Future Land Use Map, sewer system setup, and transportation layout for the community. Urban

developments such as the one that is proposed are typically recommended for approval if they are found to be consistent with these elements of the Comprehensive Plan. The Plan Commission and Village Board shall consider these plan elements as part of its review to ensure service can be extended to the Development, the project is appropriately phased, the effect it has on intergovernmental relations, and other Statutory implications as applicable.

l) Whether the annexation is reasonably suitable and acceptable to the Village's needs – Figure 13 of Land Use Chapter 3 of the Comprehensive Plan (Exhibit G) states that Residential Single Family makes up 32.4% of our total land use in the Village which is more than double the next highest active land use category. The backbone of this community lies within its housing and having the availability to attract people to the high quality of life, good schools, and desirable amenities. This is evident in the building permit records from 2000-2005 when the Village was adding an average of 35 homes a year but has since declined to fewer than 4 per year between the years of 2006 through 2015. The decline in the early years can be attributed to the recession experienced beginning 2008 but most recently the lack of new permits is attributed to the limited availability of lots for development. During the last decade the Village has positioned itself well for growth with the reconstruction of the Wastewater Treatment Plant in 2008, reconstruction of Highway 14 in 2015, and continued delivery of good services. The Village will continue to improve itself going forward examining the expansion of the Zander Park Trail, reconstruction of County Highway P (Church Street), development of new public amenities at the Buechner Farm, and other projects over the course of the next 5 years. The annexation is reasonably suitable to the Village in that it provides the availability for new single family development in the Village once again while also meeting our needs for growth.

m) Whether the Village has present or future need to annex the property based on the following factors:

- *The necessity of orderly development of the Village* – Opportunities for single family home construction are currently lacking. The three phased approach to this Development appears consistent with the last pattern of significant growth experienced by the Village over a decade ago. Implementing the phases with available Village resources and proper expansion of services is key to the orderly development of this project.
- *The necessity to accommodate any increase in the Village population* – Population growth will be a given with this annexation as it will lead to a substantial increase once completed. This will test various Village services from the EMS District responding to calls for service to the Polling Place(s) on Election Day. Careful planning regarding the expansion of Village services during the phasing in of development is necessary to the successful accommodation of a population increase. The Village currently has the core

urban services in place common similar to many full service communities that will make this growth realistic as proposed.

- *The necessity to accommodate any increase in population and economic growth that has occurred outside of the Village boundaries in planned Village growth areas* – Dense growth as is proposed with this Development cannot happen in the Town. There is no expectation within the Town that there will be significant increases in population or economic activity regardless of this annexation. Regionally, however, Dane County remains the fastest growing metropolitan area in the State for both population and economy, while the Village has remained stagnant for years. The annexation being contemplated fulfills a present need for growth more in line with what has been experienced within the region.
 - *The need for additional areas within the Village to accommodate present or reasonably anticipated industrial, commercial, residential, or institutional growth* – The need for additional areas to accommodate residential growth is clearly demonstrated by the Village’s commitment to public improvements, stagnant building permits over the last decade, and the need now before us to make available new opportunities for single family home development. There are currently 15 vacant lots that could support new home construction which represents less than 1% of the total lots in the Village. Further, out of the 15 vacant lots there is only 1 currently listed for sale. The need to annex this property is present in order to provide additional areas for the Village to accommodate residential growth.
 - *The need to avoid potential detrimental effects to the Village if the property is developed outside of the Village* – There are several Town properties currently served by Village roads in order to access their properties. They have no dedicated access from the Township and are only useable due to the access provided by the Village. Allowing this property to develop outside of the Village will further expand this problem and create additional traffic issues within the Village at key intersections accessing this area whereby the Developer or the Town would not be obligated to share in the cost. Further, the opportunity would be lost for the Village to grow according to urban standards and instead would be boxed in by a development designed to rural standards. The present and future need for this annexation is to allow for orderly growth within the Village according to urban standards as has been completed successfully with similar projects.
- n) Whether the annexation provides benefits to the property that can be realized only by annexation to the Village – The financial gain for both the property tax base and sewer fund are present, but there are some additional benefits associated with this annexation.
- Brewery Road it its entirety will be annexed and a majority reconstructed according to Village standards. Its present condition in some locations requires a total reconstruction that would otherwise have to be shared between the Town and Village.

This annexation allows for the road to be included in this project, eliminates existing issues, and provides additional opportunities outside of this annexation for new development.

- The trail system established by the Ice Age Trail on neighboring properties can be extended into this property opening new connection points for this neighborhood to the Hickory Hill Conservancy.
- Provides several acres of conservancy dedication adjacent to existing conservancy property that can be accessed through a new dedicated trail system.
- Implementation of modern stormwater management techniques to help treat water better on site and limit run off onto neighboring Village properties to the South.
- Managed and controlled stormwater eliminating existing run-off in high rain events through drainage way to be created.
- Lasting commitment to protect the bluffs through the addition of the Faust property and the addition of more greenspace for parks and conservancy growth.

Next Steps

The Plan Commission considered the Development Proposal at its meeting on July 11th including the Preliminary Procedures and review of the Annexation Factors in order to make a recommendation to the Village Board. The Village Board will consider the recommendation of the Plan Commission and take action on the Development Proposal following its review. Assuming the Development Proposal has been approved at this point, the Developer may file the annexation petition according to the plan outlined in the proposal. How the Developer files will depend on how the annexation ordinance gets drafted. The ordinance will include several contingencies before it can be made effective. This is outlined in Section 82.07 with the effectiveness of the ordinance being contingent upon final plat, development agreement, etc. all of which is to be designed according to the approved Development Proposal. All remaining steps including a proposed timeline are included as Exhibit I.

If the Development Proposal is not approved, then the process cannot move forward until it has been accepted by both the Plan Commission and Village Board. The review process began with the Plan Commission on February 1st and then the Village Board will consider on July 25th making sure the Development Proposal is acceptable in order for it to move on to the next steps in the annexation process. Without acceptance, then the Development Proposal will have to be improved by the Developer based upon the direction provided by either the Plan Commission or Village Board.

Recommendation

Village Staff recommends the Village Board review the Preliminary Procedures prepared by the Developer, consider the Annexation Factors presented by Village Staff, and conduct its review of the

Plan Commission's recommendation accordingly in order to take action on the Development Proposal as presented.

Exhibits

Exhibit A – Section 82.05 (Pre-Annexation Agreement)

Exhibit B – Section 82.03(a) (State Statutes)

Exhibit C – Section 83.03(b) (Development Plan Required)

Exhibit D – Section 83.03(c) (Financial Analysis Report)

Exhibit E – Chapter 82 (Annexation) of Village Code of Ordinances

Exhibit F – Wisconsin State Statute 66.0217 (Annexation Initiated by Electors and Property Owners)

Exhibit G – Village Zoning Ordinances:

- Section 84.25 (C) – Conservation Zoning District
- Section 84.26 (RH-35) – Rural Holding Zoning District
- Section 84.27 (SR-1) – Single Family Residential-1 Zoning District
- Section 84.28 (SR-3) – Single Family Residential-3 Zoning District

Exhibit H – Chapter 3 (Land Use) of the Comprehensive Plan

Exhibit I – Proposed Timeline for Development Project Review

January 26, 2016

Matt Schuenke
Village of Cross Plains
2417 Brewery Rd.
Cross Plains, WI 53528

Re: Sundance Property Annexation

Dear Matt,

Sundance Development LLC will be requesting annexation of the properties involved in the planned Sundance Development into the Village of Cross Plains through a ‘petition for direct annexation by one-half approval’ as defined in Section 66.0217(3) of Wisconsin State Statutes. These properties are currently located in the Town of Berry. A class 1 notice of intention to circulate the petition will be required per Statutes Ch.985, and must contain the required elements defined in Section 66.0217(4) of the Statutes.

Although the vast majority of the land involved in the annexation is owned by the Developer and cooperating landowners--the Roesslers--the annexation of Brewery Road necessitates the inclusion of several small portions of the Road which were never dedicated to the public (the Town) and are thus still owned by private landowners adjoining the Road (“Road Slivers”).

The annexation petition will meet all of the requirements of Section 66.0217(3)(a) and can be signed by:

- All of the--and the only—qualified electors residing in the territory to be annexed: the Roesslers.
- The owners of over one-half of the land in area within the territory: the Developer and the Roesslers.
- The owners of over one-half of the real property in assessed value within the territory: the Developer and the Roesslers.

The properties proposed for annexation are as follows:

Development Properties: annexed in full:

1) Sundance Development
Parcel Identification Number: 080734190020
Address: n/a

2) Roessler Property
Parcel Identification Number: 080734484200
Address: 4923 Brewery Rd.

Road Slivers: *only* the Brewery Rd. ROW annexed:

3) Parcel Identification Number: 080734483400
Address: 4899 Brewery Rd.

4) Parcel Identification Number: 080734483710
Address: 4877 Brewery Rd.

5) Parcel Identification Number: 080735291355
Address: 4980 Brewery Rd.

6) Parcel Identification Number: 080735291551
Address: 4972 Brewery Rd.

7) Parcel Identification Number: 080735291800
Address: 4952 Brewery Rd.

8) Parcel Identification Number: 080735292010
Address: 4884 Brewery Rd.

This letter is filed to comply with the requirements of the Cross Plains Village Code Section 82.03(a).

We thank Staff for all of its work to date and look forward to continuing work with the Village on the completion of annexation, USA amendment, and Development Plan approvals.

Sincerely,



Kyo Ladopoulos
Sundance Development, LLC

SUNDANCE DEVELOPMENT PLAN Cross Plains, Wisconsin

~~7/1/2016~~
7/22/2016

Owner

Oregon Parks, LLC
5440 Willow Road, Suite 101
Waunakee, WI 53597

Developer

Sundance Development LLC

Engineer

D'Onofrio Kottke
Ronald Klaas, Lead Engineer

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INTRODUCTION

The lands proposed for development lie to the north of the existing corporate limits and are adjacent and contiguous with the Village.

The total acreage, as measured from the center of the right of way, is approximately 142 acres. The lands' topography is high plateau, gently falling to the west in elevation.

The entire parcel, except for the woodland to be preserved and the protected 20 percent slopes, is ready for development. It does not contain wetlands, or any other physical barriers impacting development.

Proposed utility routes are down slope and adjacent to this parcel. Sundance development will be predominantly on municipal sewer connecting to the existing sewer at the intersection of Brewery Road and Laufenberg Blvd, along with private wells. Most of the very large SR-1 lots will require the use of a septic system.

Brewery Road, a collector street, is adjacent to the parcel running north-south. It leads to HWY 14 and P, regional traffic interceptors, which lead to the 'central', 'east' and 'west' sides of the Madison metropolitan area. Brewery Road is a key collector street and transportation link to the existing Village roadway system as well as to planned Village expansion to the north as envisioned in the most recent Comprehensive Plan.

The proposed development is a logical direction for the Village to expand:

- a) Village growth is circumscribed by ecologically sensitive areas to the south, which are restricted to protect water quality for Black Earth Creek.
- b) The entirety of the planned development area is already included in the Village's Comprehensive Plan map as Planned Neighborhood.

The development would require the land involved to be annexed into the Village and would also require an expansion of the Village's Urban Service Area as the area is not currently covered by the existing USA.

SPECIAL FEATURES

The site contains unique features that the development plan incorporates.

1. GEOGRAPHY AND SERVICES

The site is on a high plateau well above the existing pressure levels of the Village water service system. At the same time, the Village needs to support the cost and substantial capacity in its recently upgraded sewer plant. The Sundance development therefore incorporates the use of municipal sewer with private wells for water.

To contribute to the maintenance of water quality, the development also incorporates a swale-based road profile and storm-water system similar to the development on Gil's Way. This

improves water quality and reduces runoff by encouraging much more natural infiltration than a traditional gutter-and-storm-drain system.

Private wells preclude multifamily development (beyond duplex). This is not an impediment to the proposed design because its location and character is suited to higher-end single-family home lots. The absence of fire hydrants can be accommodated by the rural fire fighting capabilities of the local Fire Department.

2. TRAIL CONNECTIVITY

The property is uniquely situated adjacent to the Ice Age Trail (IAT). In cooperation with the Ice Age Trail Association, the development provides connectivity between the IAT and the neighborhood's internal trail network.

The trail network is an attractive amenity for the neighborhood, Village residents and visitors. As trail-goers are likely to take advantage of the site as a mini-trailhead for enjoying the IAT, the development plan includes an off-street parking area giving access to both the local trail network and the IAT.

2. ISOLATED VIEWSHED

Despite its high elevation, the vast majority of the site is visually isolated from the adjacent Village, as it primarily slopes to the West. The unique combination of connectivity and seclusion enhances the high-end residential value of the planned neighborhood.

LAND USE

Due to its unique geography and sizeable lots, we envision a high-end residential profile for the Sundance development.

The neighborhood design sets aside and dedicates to the Village significantly sized parcels for conservancy.

A 4 acre Village park and a 1/3 acre "tot lot" park are included in the development (identified in the Concept Development map as "Outlot 2" and "Tot Park" respectively—see appendices). The large park connects to conservancy and features an off-street parking lot. The tot park is centrally located in a flat and high-elevation area of the subdivision for easy pedestrian access.

Cross Plains has few lots available for building single family dwellings. In combination with the economic downturn the community—while only six minutes away from Middleton and close to the Madison metropolitan area—has not had significant growth for many years. As a consequence commercial activity has been limited, and Village real estate taxes have flattened out with older structures.

Of the 142 acres Sundance is proposing to annex (not including the Brewery Rd R.O.W):

- 44 acres are devoted to open/green space

- 15 acres constitute the Roessler parcel
- 64 acres (101 lots) are devoted to single family dwellings
- the rest will be right-of-way (“ROW”).

With the sizeable green-space areas, the development density is very low at 1.0 dwellings per acre. Vistas are primarily internal to the development and to the surrounding bluffs—there is very little visibility between the proposed development and the existing Village. The Sundance Development would be a premier housing development for Cross plains. The unique geography and large estate-sized lots are likely to attract larger homes with higher values.

The proposed lots are a mixture of large estate lots (SR-1) and medium-sized lots (SR-3) for single family dwellings.

The Zoning will be SR-1 and SR-3 single-family subsequent to development, with the exception of the Roessler parcel, which will be RH-35 rural holding.

ENVIRONMENTAL IMPACT

1. LAND RESOURCES

Any changes in relief and drainage patterns will be designed so as to limit run-off and lead the excess water into on site designated water detention areas expected to improve the existing run off situation.

The 20% slopes are shown on the enclosed map and the lots abutting such areas are designed so that building envelopes conform to the ordinance requiring a 150' buffer from 20% slopes.

There is a drainage way containing more than 5 acres of land (see intermittent stream on map). The drainage way will be preserved as is.

The parcel is a high plateau area with the highest elevation at 1120 feet.

The Dane County Soil survey shows soils which may contain areas with bedrock within 6' from the surface located mostly in the undeveloped and preserved areas.

2. WATER RESOURCES

The woodland area is traversed by an intermittent stream and is shown on the enclosed map. The woodlands are to be preserved in their current state.

3. BIOLOGICAL RESOURCES

The parcel is made up of three significant components. The cropland which is intended for development, the woodland which is intended for preservation and the undeveloped pastureland, which is intended for parkland and conservancy.

We have applied to the Wisconsin DNR for an endangered resources evaluation and there are none. As development is restricted to current farmland areas, and we are not proposing any development in the woodland areas, we don't expect impact on any sensitive plant or animal life.

TRANSPORTATION & TRAFFIC

Brewery Road is a collector street. The development will increase traffic by more than 10% on Brewery Road. However it will not increase traffic by more than 10% on regional collectors HWY 14 and CTH P.

A detailed traffic study was prepared in 2008 and reviewed for the Village by its traffic consultant (Terry Beuthling of HNTB). The study had assumptions well in excess of the current development plan (140 southbound households vs. the 101 currently being proposed). Its findings showed only modest increases in traffic wait times from the completed development.

The maximum traffic increase in wait time across key intersections averaged 3.1 seconds. The low was 0.2 seconds (14 & P, Morning Peak), with a high of 6.9 seconds (Brewery & P, Afternoon Peak). “Level of Service” at the intersections remained unchanged—at existing “B” and “C” levels—with the exception of Brewery & P which went from “B” to “C” during the Afternoon Peak hour only. (Level “C” is considered an “average” or “typical” wait time for an intersection).

The reduced number of home lots, and the expansion of HWY 14—including the addition of a traffic light at the intersection of HWY 14 at Brewery Road—will further minimize the impact of the additional traffic created.

An “Emergency Lane” is proposed at the South end of the development. The purpose of the lane is for emergency vehicle access to the development in the event that the primary access along Brewery Rd. is temporarily cut off for some reason--downed tree or power line, etc. This road will be dedicated as Village-owned Right-of-Way. Pedestrian access will be allowed but non-Village vehicle access will be restricted by the use of signage and potentially other measures as needed (gate, etc.).

PROPERTY TAXES AND SCHOOL DISTRICT

Assuming that the new development’s children are equally divided between elementary, middle school, and high school the child population of this subdivision when fully built will not increase the school population of any one school more than 7%. We assume the number of students added based on the Middleton Cross Plains School District value of 0.4 children/Single-family Dwelling Unit. It is worth noting, however, that the Sundance development may end up with a somewhat lower average value as estate lots such as are proposed can have slightly less school-age children than average. Homeowners in these types of lots tend to be second-home, move-up buyers whose children are more likely than average to be grown or in college.

Below is conservative estimate of the tax revenue that may be expected by the development, and its economic impact on the school district. (Refer the MSR Economic Impact Analysis commissioned by the Village for additional detail.)

Projected Annual Tax Revenue

| | |
|--|--------------|
| Market Value / Single-Family Dwelling Unit | \$510,000 |
| TOTAL Value (101 DU) | \$51,510,000 |
| Property Tax Value (21.42 mill rate) | \$1,103,344 |
| School Share (51%) | \$562,706 |
| MATC Share (6.9%) | \$76,131 |

ANNEXATION & PHASING

Annexation will include the development lands as well as the full extent of Brewery Road. This simplifies the ownership and maintenance of the Road, which is currently split between the Village and the Town of Berry. While this creates two “town islands”, it is preferable to:

- a) Clarify the situation of Brewery Rd. which is practically a Village road but not currently to Village standards for all its extent.
- b) Avoid the forced annexation of any Town residents who do not wish to be annexed at this time.

All Town residents along Brewery Road are currently transportation-isolated from the rest of the Town and must transit through the Village. This situation will remain the same with the new development but Brewery Road up A Street/Outlot 1 will be improved to Village standards, modified as needed to suit the sloping topography. Improvement on Brewery Road North of A Street (including sewer and water as desired by the Village) will be

The development will be constructed in three phases, with construction occurring as lots are sold based on market conditions. Each phase will consist of about 33 home lots and attendant infrastructure. Both parks are included in Phase 1 of the plan. Phase 1 consists of 40 lots plus parks, Phase 2 is 34 lots, and Phase 3 is 27 lots.

APPENDICES

- A. Maps (Full-Size)
- B. Traffic Study

SUNDANCE

USES

- RH-35
- Single Family
- Parkland Conservancy
- Village Park
- Stormwater Detention/dedication
- Ex. Trails



Scale 1" = 300'



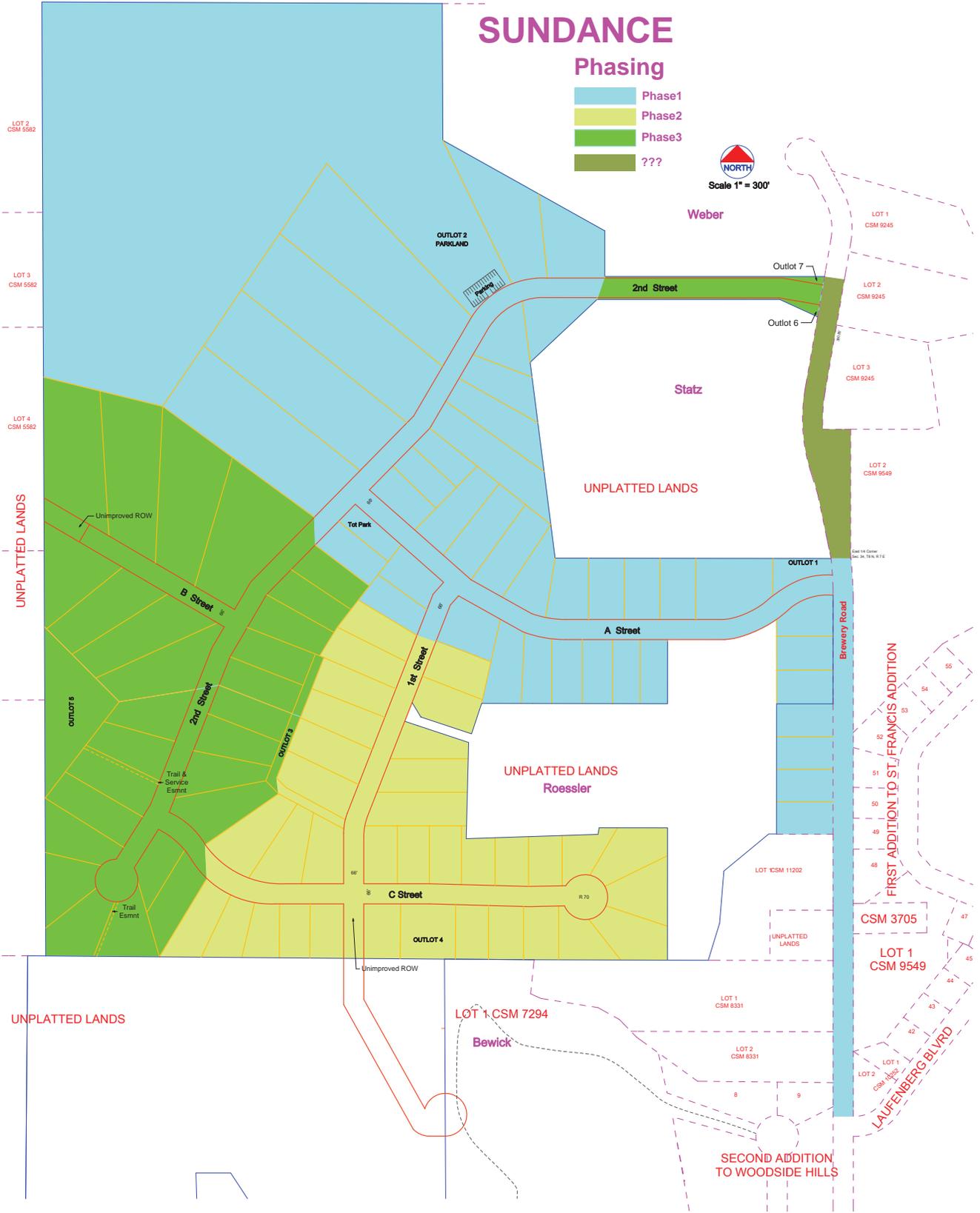
SUNDANCE

Phasing

- Phase1
- Phase2
- Phase3
- ???



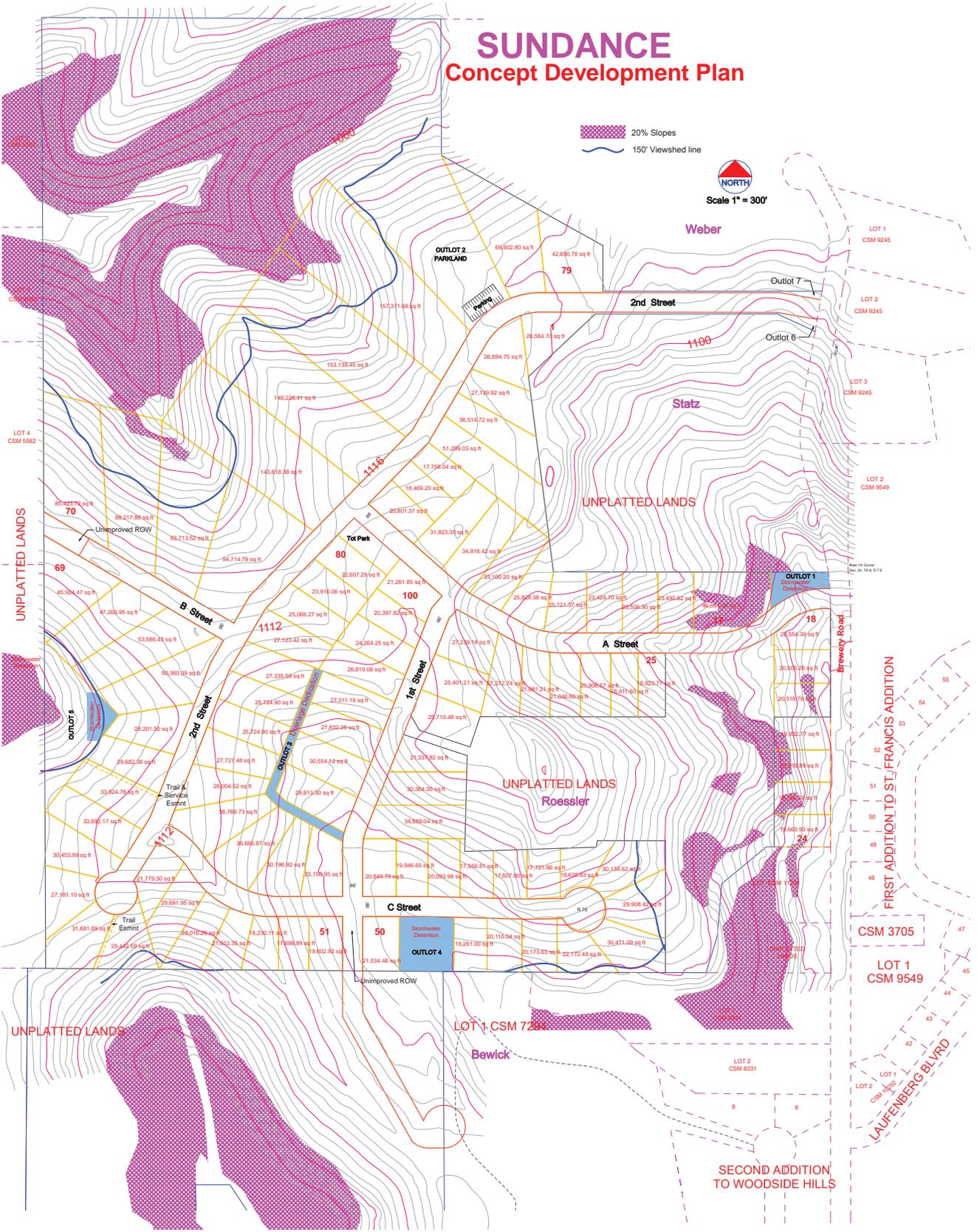
Scale 1" = 300'



SUNDANCE

Concept Development Plan

20% Slopes
150' Viewshed line



SUNDANCE DEVELOPMENT TRAFFIC STUDY

simulation by
Professor A. Skabardonis
Institute of Traffic Studies
UC Berkeley

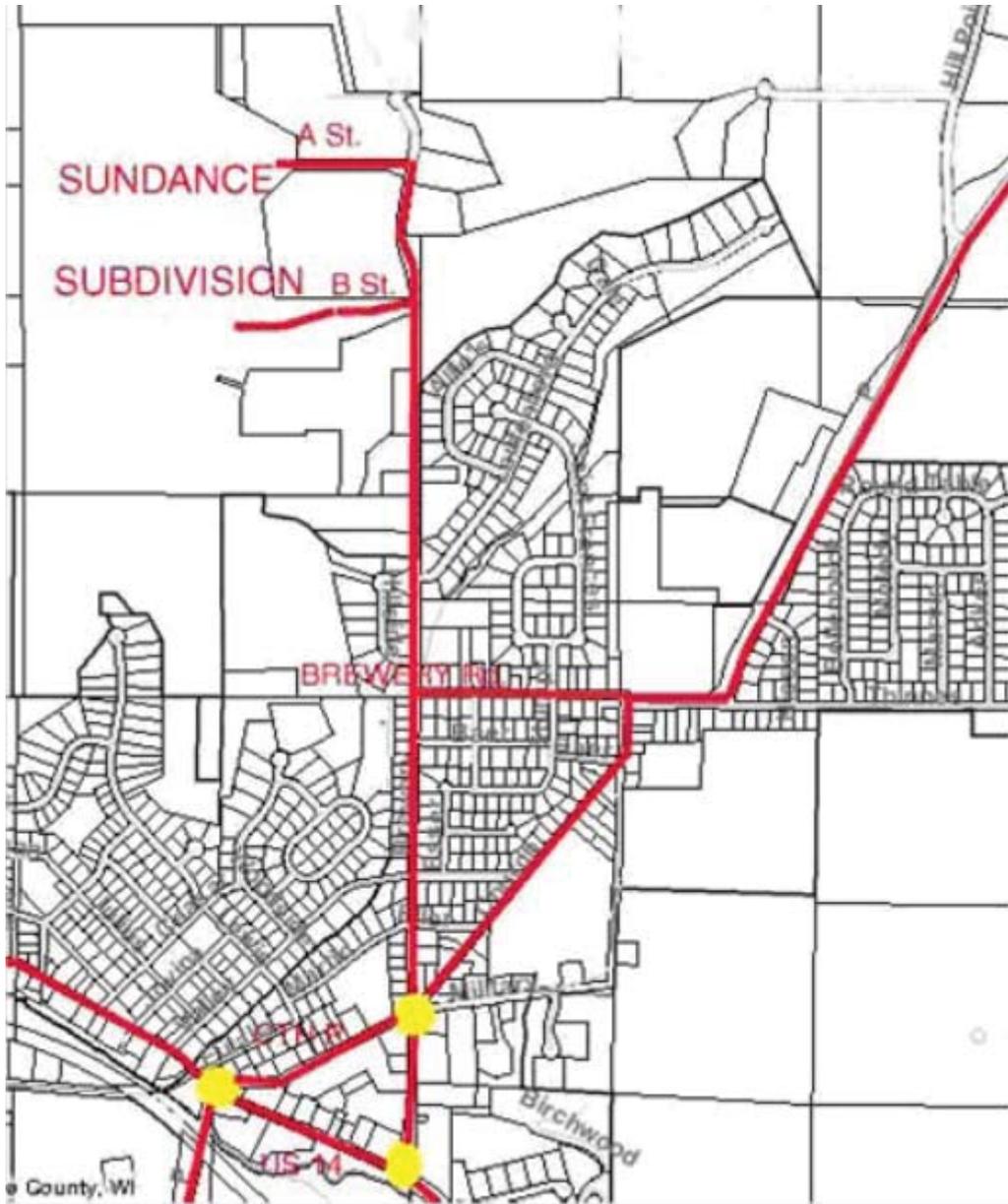
SUMMARY:

A traffic study and computer simulation were prepared for the proposed Sundance Neighborhood by Professor A. Skabardonis of the Berkeley Institute of Transportation Studies. The original study was performed in 2008 and has been updated for the current proposal. The study indicates that the traffic added by the Sundance subdivision will not require additional road improvements. All major roads and intersections of concern will still have adequate capacity upon completion of the subdivision and traffic flows will not be substantially altered.

DESCRIPTION:

The following areas and intersections were included in the study:

1. Brewery Rd., Church St. (CTH P), & Military Rd.
2. Brewery Rd. & US HWY 14.
3. Church St. (CTH P) & US HWY 14.
4. Sundance outlets (Streets "A" and "B") and Brewery Rd.



METHODOLOGY:

The study and associated simulation was conducted using Highway Capacity Manual 2000 standards, the SYNCHRO software application (see appendix), and ITE 7th Edition trip generation rates (See Table 1).

PROPOSED PROJECT: TRIP GENERATION & DISTRIBUTION

Table 1. Trip Generation

| <i>Trip Generation Rates (Source: ITE Trip Generation)</i> | | | | | | | | |
|--|--------------------|---------|------------------|----|-----------------|-----|-----------------|-----|
| Development Type | Trip Rate | | Peak Period Rate | | AM Distribution | | PM Distribution | |
| | Trips (#/day/unit) | ...unit | AM | PM | In | Out | In | Out |
| | | | | | | | | |

| | | | | | | | | |
|---------------|------|---------------------|------|------|-----|-----|-----|-----|
| Single Family | 9.57 | trips/dwelling unit | 0.77 | 1.02 | 25% | 75% | 64% | 36% |
|---------------|------|---------------------|------|------|-----|-----|-----|-----|

"In": Vehicle Trips into the development

"Out": Vehicle Trips out of the development

| Traffic Volume Analysis | | | | | | | | |
|---|------------------------------|---------------------|-------------------|------------|---------------------------|-----------|---------------------------|-----------|
| Subject: Sundance | | | | | | | | |
| Development Type | Single Family Dwelling Units | Daily Vehicle Trips | Peak Period Trips | | AM Peak Trip Distribution | | PM Peak Trip Distribution | |
| | | | AM | PM | In | Out | In | Out |
| Current Proposal | 101 | 967 | 76 | 102 | 19 | 57 | 65 | 37 |
| Original Proposal (2008) | 186 | 1781 | 140 | 188 | 35 | 105 | 121 | 68 |
| Original Proposal (Southbound trips only) | 140 | 1340 | 105 | 142 | 27 | 79 | 91 | 52 |

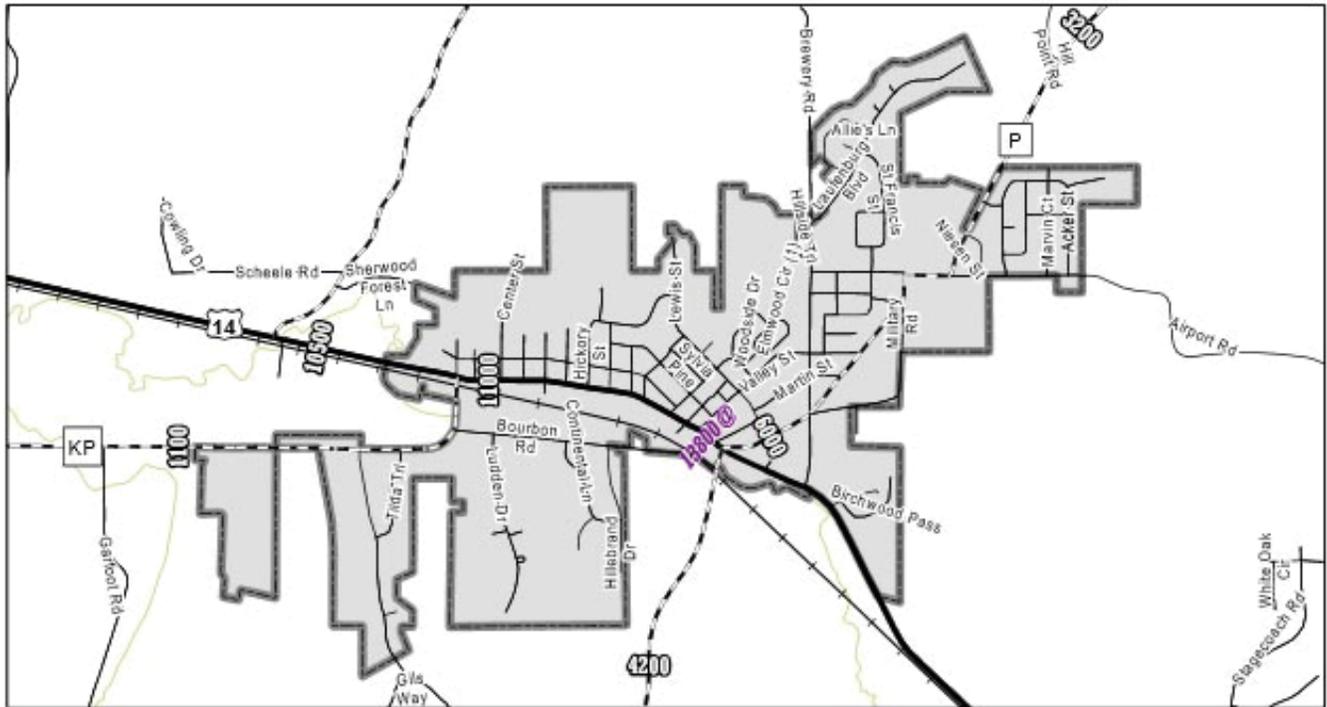
ASSUMPTIONS:

The bulk of neighborhood traffic is expected to travel south to Main St./14. For study purposes, all of the traffic is assumed to exit south along Brewery Rd. and to US14 through existing roads. Because access to northern and eastern portions of the Madison area is faster via a northern route, some of the traffic is likely to divert through Thinnes St. to County P and to Airport Road. This pattern will make for a smaller traffic impact than the study shows. The original study assumed a 75%/25% split of southern to northern routes—the current proposed traffic total is significantly lower than the originally proposed southern route traffic.

The initial project build-out date was estimated for the year 2011 with a total 3.6% net background traffic growth. The new build-out date is 2020. However, annual growth in traffic counts from 2005-2009 in this area of Dane County suggest a much slower rate of growth than the initial assumption—on the order of 0.2-0.3% at most, rather than the originally assumed value of over 0.7%. As such, the simulation results should hold quite closely for the new timeframe at 140 dwellings, and will still be significantly eased by the reduced number of dwellings in the current proposal (101).

EXISTING TRAFFIC

CROSS PLAINS



9999 = 2009

2009
 Insets 2 of 3
 DANE County

- 9999# = 2008
- 9999* = 2007
- 9999@ = 2006
- 9999^ = 2005
- 9999~ = 2004
- 9999x = 2003 or older

- Character following count value designates the year the count was taken
- Ramp counts lie parallel to road
- AADT for Roads lie perpendicular to road

Wisconsin DOT Traffic Counts

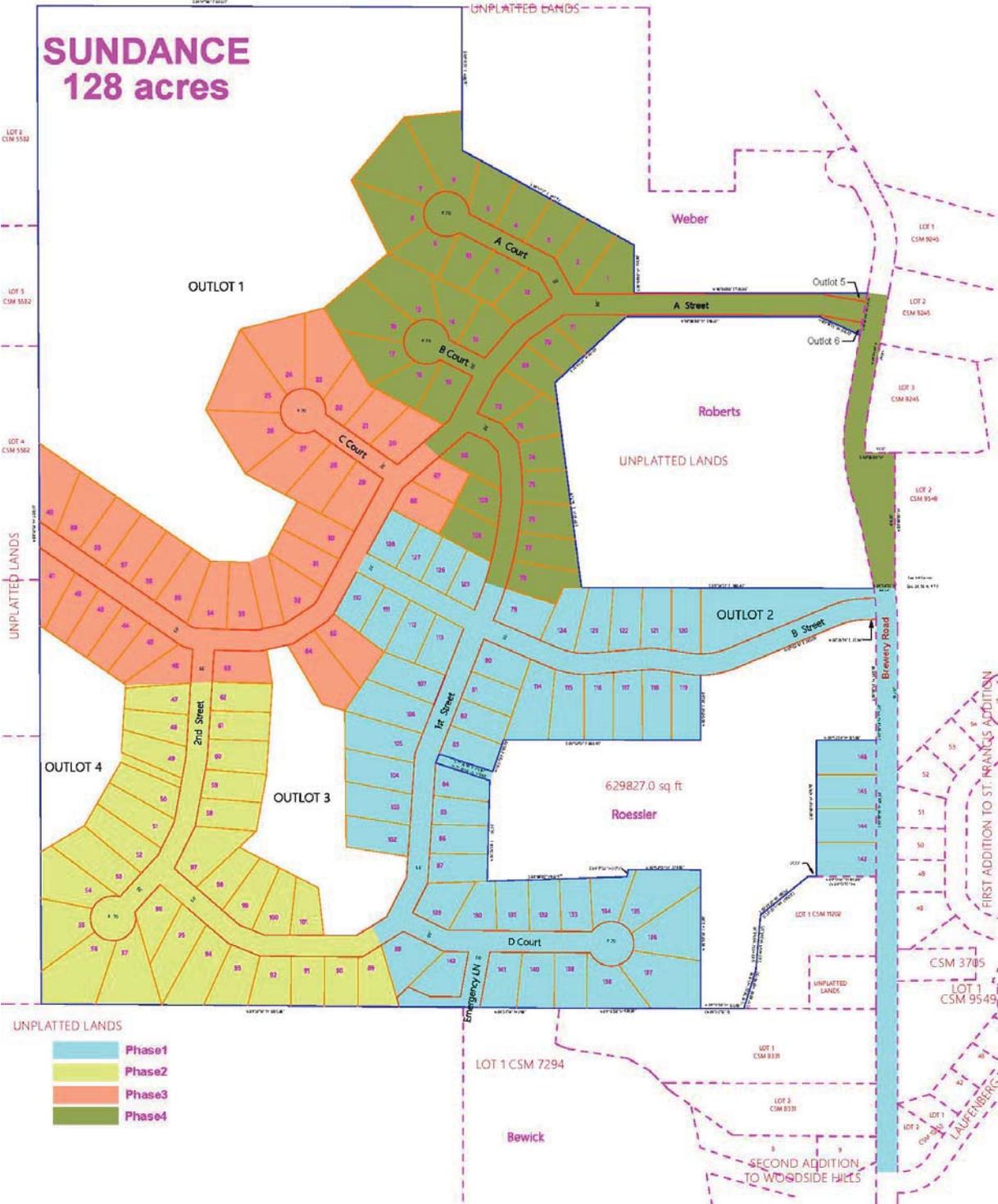
| Location | Daily Traffic (Avg. Annual) | Peak Traffic AM | Peak Traffic PM |
|--------------------|-----------------------------|-----------------|-----------------|
| Brewery Rd. | 900** | 90 | 100 |
| Hwy 14 (@ Brewery) | 13690* | 1369 | 1363 |
| Hwy 14 (@ Church) | 13800*** | 1723 | 1982 |
| Hwy P (@ Brewery) | 5500*** | 833 | 777 |
| Military Rd. | 200* | 20* | 20* |

- * HNTB estimated value
- ** HNTB counts
- *** WisDOT counts

Military Road traffic was estimated based on an assessment of surrounding development, the rest are counts. Peak hour traffic estimates use the standard default value of 10% of AADT.

SITE DESCRIPTION

The Sundance Neighborhood will consist of approximately 145 single-family homes developed in 4 phases as shown.



PROJECTED TRAFFIC

The projected traffic impact on all key intersections is modest. None of the projected traffic increases exceed any of the intersection capacities. Average wait time (Control Delay) increases are small and Level of Service (LOS) categories remain unchanged at all intersections except PM Peak westbound left turns from P onto Brewery. At this intersection during the PM peak hour, the LOS changes from B to C, with an average increased delay of less than 7 seconds (i.e. from the high end of LOS B to the low end of LOS C). (See SYNCHRO maps and tables in Appendix.)

Below are listed the traffic changes for each studied intersection.

| AM PEAK | | |
|--------------------------------------|------------------------|---------------------|
| AVG. DELAY / LEVEL OF SERVICE | | |
| INTERSECTION | BASELINE (2011) | WITH PROJECT |
| Brewery/P | 16.8 sec (C) | 21.1 sec (C) |
| Brewery/US14 | 21.1 sec (C) | 24.7 sec (C) |
| US14/P | 18.1 sec (B) | 18.3 sec (B) |

| PM PEAK | | |
|--------------------------------------|------------------------|---------------------|
| AVG. DELAY / LEVEL OF SERVICE | | |
| INTERSECTION | BASELINE (2011) | WITH PROJECT |
| Brewery/P | 14.9 sec (B) | 21.8 sec (C) |
| Brewery/US14 | 21.6 sec (C) | 24.4 sec (C) |
| US14/P | 18.8 sec (B) | 19.6 sec (B) |

APPENDIX:

Level of Service (LOS) Table

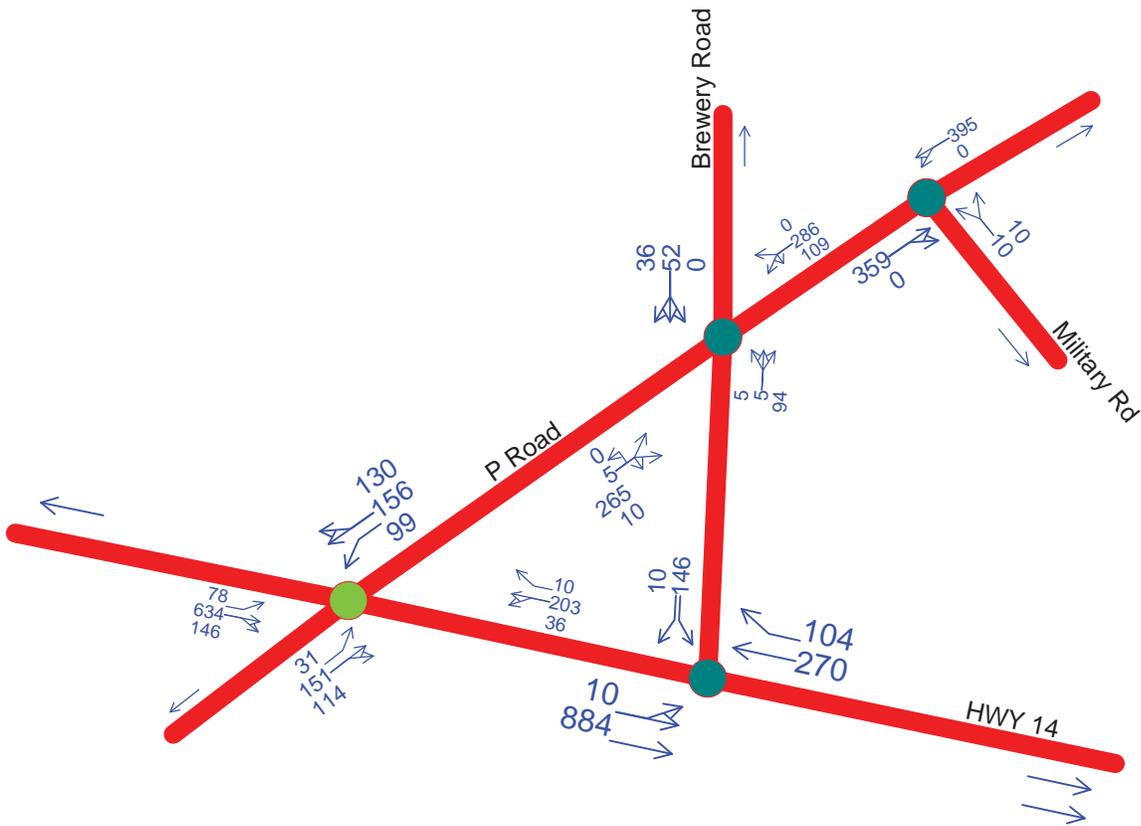
* "Average" wait times

** Intersection capacity exceeded

| Unsignalized Intersection | |
|---------------------------|---------------------------------|
| Level of Service | Average Control Delay (seconds) |
| A | <10 |
| B | >10-15 |
| C* | >15-25 |
| D | >25-35 |
| E | >35-50 |
| F** | >50 |

| Signalized Intersection | |
|-------------------------|---------------------------------|
| Level of Service | Average Control Delay (seconds) |
| A | <10 |
| B | >10-20 |
| C* | >20-35 |
| D | >35-55 |
| E | >55-80 |
| F** | >80 |

SYNCHRO Maps & Tables



HCM Unsignalized Intersection Capacity Analysis

2: P Road & Brewery Road

AM PEAK



| Movement | WBL2 | WBL | WBR | NBL | NBT | NBR | SBL | SBT | SBR | NEL | NER | NER2 |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Sign Control | | Free | | | Stop | | | Stop | | Free | | |
| Grade | | 0% | | | 0% | | | 0% | | 0% | | |
| Volume (veh/h) | 105 | 275 | 0 | 5 | 5 | 90 | 0 | 50 | 35 | 5 | 255 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 109 | 286 | 0 | 5 | 5 | 94 | 0 | 52 | 36 | 5 | 265 | 10 |
| Pedestrians | | | | | | | | | | | | |
| Lane Width (ft) | | | | | | | | | | | | |
| Walking Speed (ft/s) | | | | | | | | | | | | |
| Percent Blockage | | | | | | | | | | | | |
| Right turn flare (veh) | | | | | | | | | | | | |
| Median type | | | | None | | | | None | | | | |
| Median storage (veh) | | | | | | | | | | | | |
| vC, conflicting volume | 276 | | | 848 | 785 | 270 | 881 | 790 | 286 | 286 | | |
| vC1, stage 1 conf vol | | | | | | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | | | | | | |
| tC, single (s) | 4.2 | | | 7.2 | 6.6 | 6.2 | 7.1 | 6.5 | 6.2 | 4.2 | | |
| tC, 2 stage (s) | | | | | | | | | | | | |
| tF (s) | 2.3 | | | 3.5 | 4.0 | 3.3 | 3.5 | 4.0 | 3.3 | 2.3 | | |
| p0 queue free % | 91 | | | 98 | 98 | 88 | 100 | 82 | 95 | 100 | | |
| cM capacity (veh/h) | 1254 | | | 213 | 292 | 761 | 217 | 295 | 758 | 1242 | | |

| Direction, Lane # | WB 1 | NB 1 | SB 1 | NE 1 |
|--------------------|------|------|------|------|
| Volume Total | 395 | 104 | 88 | 281 |
| Volume Left | 109 | 5 | 0 | 5 |
| Volume Right | 0 | 94 | 36 | 10 |
| cSH | 1254 | 630 | 394 | 1242 |
| Volume to Capacity | 0.09 | 0.17 | 0.22 | 0.00 |
| Queue Length (ft) | 7 | 15 | 21 | 0 |
| Control Delay (s) | 2.9 | 11.8 | 16.8 | 0.2 |
| Lane LOS | A | B | C | A |
| Approach Delay (s) | 2.9 | 11.8 | 16.8 | 0.2 |
| Approach LOS | | B | C | |

HCM Unsignalized Intersection Capacity Analysis

3: P Road & Military Rd

AM PEAK



| Movement | EBT | EBR | WBL | WBT | NWL | NWR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | ↑ | | | ↑ | ↑ | ↑ |
| Sign Control | Free | | | Free | Stop | |
| Grade | 0% | | | 0% | 0% | |
| Volume (veh/h) | 345 | 0 | 0 | 380 | 10 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 359 | 0 | 0 | 395 | 10 | 10 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | None | | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | | | 359 | 754 | 359 | |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | | | 4.2 | 6.4 | 6.2 | |
| tC, 2 stage (s) | | | | | | |
| tF (s) | | | 2.3 | 3.5 | 3.3 | |
| p0 queue free % | | | 100 | 97 | 98 | |
| cM capacity (veh/h) | | | 1167 | 380 | 690 | |
| Direction, Lane # | EB 1 | WB 1 | NW 1 | | | |
| Volume Total | 359 | 395 | 21 | | | |
| Volume Left | 0 | 0 | 10 | | | |
| Volume Right | 0 | 0 | 10 | | | |
| cSH | 1700 | 1167 | 490 | | | |
| Volume to Capacity | 0.21 | 0.00 | 0.04 | | | |
| Queue Length (ft) | 0 | 0 | 3 | | | |
| Control Delay (s) | 0.0 | 0.0 | 12.7 | | | |
| Lane LOS | | | B | | | |
| Approach Delay (s) | 0.0 | 0.0 | 12.7 | | | |
| Approach LOS | | | B | | | |

HCM Unsignalized Intersection Capacity Analysis
6: HWY 14 & Brewery Road

AM PEAK



| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | | ↔↑ | ↑ | ↗ | ↘ | ↗ |
| Sign Control | | Free | Free | | Stop | |
| Grade | | 0% | 0% | | 0% | |
| Volume (veh/h) | 10 | 850 | 260 | 100 | 140 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 10 | 884 | 270 | 104 | 146 | 10 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | | None | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | 374 | | | | 733 | 270 |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | 4.1 | | | | 6.8 | 6.9 |
| tC, 2 stage (s) | | | | | | |
| tF (s) | 2.2 | | | | 3.5 | 3.3 |
| p0 queue free % | 99 | | | | 59 | 99 |
| cM capacity (veh/h) | 1181 | | | | 357 | 734 |
| Direction, Lane # | EB 1 | EB 2 | WB 1 | WB 2 | SB 1 | SB 2 |
| Volume Total | 305 | 589 | 270 | 104 | 146 | 10 |
| Volume Left | 10 | 0 | 0 | 0 | 146 | 0 |
| Volume Right | 0 | 0 | 0 | 104 | 0 | 10 |
| cSH | 1181 | 1700 | 1700 | 1700 | 357 | 734 |
| Volume to Capacity | 0.01 | 0.35 | 0.16 | 0.06 | 0.41 | 0.01 |
| Queue Length (ft) | 1 | 0 | 0 | 0 | 48 | 1 |
| Control Delay (s) | 0.4 | 0.0 | 0.0 | 0.0 | 21.9 | 10.0 |
| Lane LOS | A | | | | C | A |
| Approach Delay (s) | 0.1 | | 0.0 | | 21.1 | |
| Approach LOS | | | | | C | |

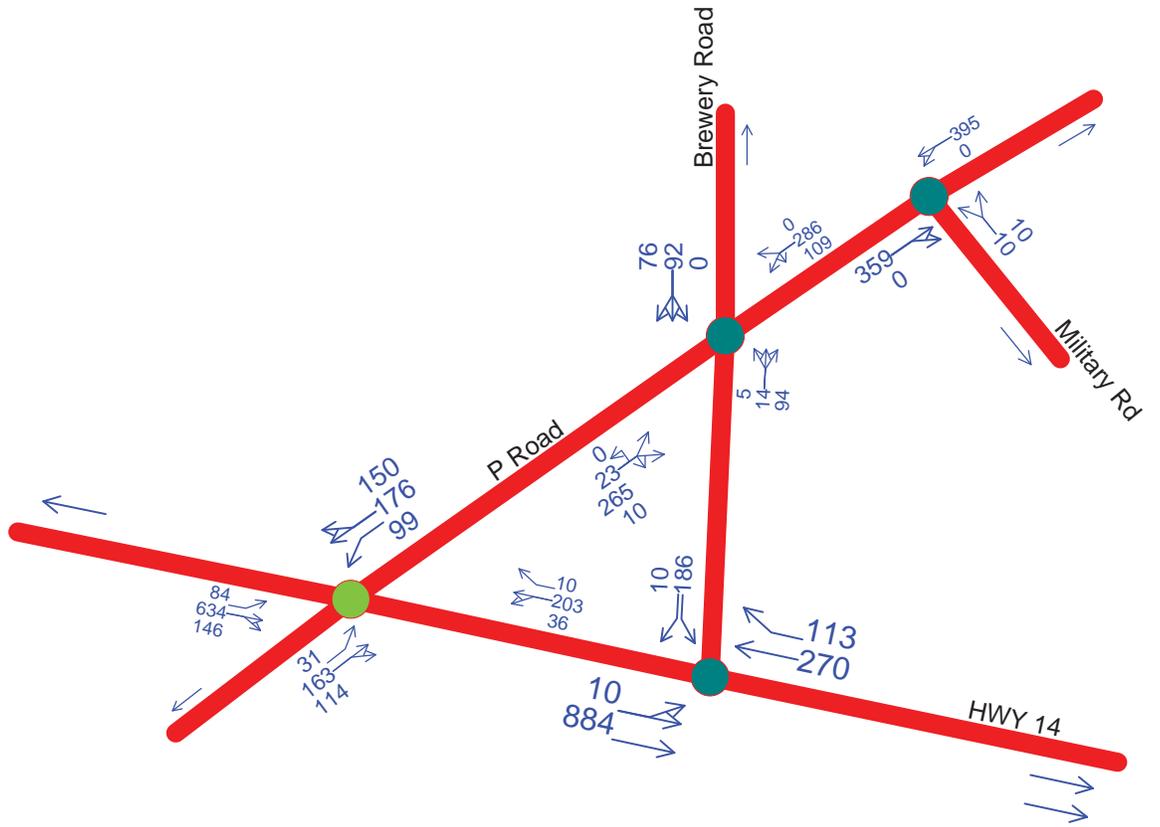
HCM Signalized Intersection Capacity Analysis

10: HWY 14 & P Road

AM PEAK



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NEL | NET | NER | SWL | SWT | SWR |
|------------------------|-------|------|------|------|------|------|------|------|-------|------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Total Lost time (s) | 3.0 | 3.0 | | | 3.0 | 3.0 | 3.0 | 3.0 | | 3.0 | 3.0 | |
| Lane Util. Factor | 1.00 | 1.00 | | | 1.00 | 1.00 | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Frt | 1.00 | 0.97 | | | 1.00 | 0.85 | 1.00 | 0.94 | | 1.00 | 0.93 | |
| Flt Protected | 0.95 | 1.00 | | | 0.99 | 1.00 | 0.95 | 1.00 | | 0.95 | 1.00 | |
| Satd. Flow (prot) | 1752 | 1793 | | | 1684 | 1442 | 1641 | 1616 | | 1719 | 1686 | |
| Flt Permitted | 0.58 | 1.00 | | | 0.71 | 1.00 | 0.47 | 1.00 | | 0.50 | 1.00 | |
| Satd. Flow (perm) | 1063 | 1793 | | | 1212 | 1442 | 818 | 1616 | | 901 | 1686 | |
| Volume (vph) | 75 | 610 | 140 | 35 | 195 | 10 | 30 | 145 | 110 | 95 | 150 | 125 |
| Peak-hour factor, PHF | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Growth Factor (vph) | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% |
| Adj. Flow (vph) | 78 | 634 | 146 | 36 | 203 | 10 | 31 | 151 | 114 | 99 | 156 | 130 |
| Lane Group Flow (vph) | 78 | 780 | 0 | 0 | 239 | 10 | 31 | 265 | 0 | 99 | 286 | 0 |
| Heavy Vehicles (%) | 3% | 3% | 3% | 12% | 12% | 12% | 10% | 10% | 10% | 5% | 5% | 5% |
| Turn Type | Perm | | Perm | | Free | | Perm | | Perm | | | |
| Protected Phases | 4 | | 8 | | 8 | | 2 | | 6 | | | |
| Permitted Phases | 4 | | 8 | | Free | | 2 | | 6 | | | |
| Actuated Green, G (s) | 36.0 | 36.0 | | | 36.0 | 70.0 | 26.0 | 26.0 | | 26.0 | 26.0 | |
| Effective Green, g (s) | 37.0 | 37.0 | | | 37.0 | 70.0 | 27.0 | 27.0 | | 27.0 | 27.0 | |
| Actuated g/C Ratio | 0.53 | 0.53 | | | 0.53 | 1.00 | 0.39 | 0.39 | | 0.39 | 0.39 | |
| Clearance Time (s) | 4.0 | 4.0 | | | 4.0 | | 4.0 | 4.0 | | 4.0 | 4.0 | |
| Lane Grp Cap (vph) | 562 | 948 | | | 641 | 1442 | 316 | 623 | | 348 | 650 | |
| v/s Ratio Prot | c0.44 | | | | | | 0.16 | | c0.17 | | | |
| v/s Ratio Perm | 0.07 | | | | 0.20 | 0.01 | 0.04 | | 0.11 | | | |
| v/c Ratio | 0.14 | 0.82 | | | 0.37 | 0.01 | 0.10 | 0.43 | 0.28 | | 0.44 | |
| Uniform Delay, d1 | 8.4 | 13.8 | | | 9.7 | 0.0 | 13.7 | 15.8 | 14.8 | | 15.9 | |
| Progression Factor | 1.00 | 1.00 | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | 1.00 | |
| Incremental Delay, d2 | 0.5 | 8.0 | | | 1.7 | 0.0 | 0.6 | 2.1 | 2.0 | | 2.2 | |
| Delay (s) | 8.9 | 21.8 | | | 11.3 | 0.0 | 14.3 | 17.9 | 16.9 | | 18.1 | |
| Level of Service | A | C | | | B | A | B | B | B | | B | |
| Approach Delay (s) | 20.6 | | | | 10.9 | | 17.5 | | 17.8 | | | |
| Approach LOS | C | | | | B | | B | | B | | | |



HCM Unsignalized Intersection Capacity Analysis

2: P Road & Brewery Road

AM PEAK



| Movement | WBL2 | WBL | WBR | NBL | NBT | NBR | SBL | SBT | SBR | NEL | NER | NER2 |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Sign Control | | Free | | | Stop | | | Stop | | Free | | |
| Grade | | 0% | | | 0% | | | 0% | | 0% | | |
| Volume (veh/h) | 109 | 286 | 0 | 5 | 14 | 94 | 0 | 92 | 76 | 23 | 265 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 109 | 286 | 0 | 5 | 14 | 94 | 0 | 92 | 76 | 23 | 265 | 10 |
| Pedestrians | | | | | | | | | | | | |
| Lane Width (ft) | | | | | | | | | | | | |
| Walking Speed (ft/s) | | | | | | | | | | | | |
| Percent Blockage | | | | | | | | | | | | |
| Right turn flare (veh) | | | | | | | | | | | | |
| Median type | | | | None | | | None | | | | | |
| Median storage (veh) | | | | | | | | | | | | |
| vC, conflicting volume | 275 | | | 942 | 820 | 270 | 921 | 825 | 286 | 286 | | |
| vC1, stage 1 conf vol | | | | | | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | | | | | | |
| tC, single (s) | 4.2 | | | 7.2 | 6.6 | 6.2 | 7.1 | 6.5 | 6.2 | 4.2 | | |
| tC, 2 stage (s) | | | | | | | | | | | | |
| tF (s) | 2.3 | | | 3.5 | 4.0 | 3.3 | 3.5 | 4.0 | 3.3 | 2.3 | | |
| p0 queue free % | 91 | | | 97 | 95 | 88 | 100 | 67 | 90 | 98 | | |
| cM capacity (veh/h) | 1254 | | | 148 | 275 | 761 | 196 | 278 | 758 | 1242 | | |

| Direction, Lane # | WB 1 | NB 1 | SB 1 | NE 1 |
|--------------------|------|------|------|------|
| Volume Total | 395 | 113 | 168 | 298 |
| Volume Left | 109 | 5 | 0 | 23 |
| Volume Right | 0 | 94 | 76 | 10 |
| cSH | 1254 | 543 | 389 | 1242 |
| Volume to Capacity | 0.09 | 0.21 | 0.43 | 0.02 |
| Queue Length (ft) | 7 | 19 | 53 | 1 |
| Control Delay (s) | 2.9 | 13.4 | 21.1 | 0.8 |
| Lane LOS | A | B | C | A |
| Approach Delay (s) | 2.9 | 13.4 | 21.1 | 0.8 |
| Approach LOS | | B | C | |

HCM Unsignalized Intersection Capacity Analysis
 3: P Road & Military Rd

AM PEAK



| Movement | EBT | EBR | WBL | WBT | NWL | NWR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | ↑ | | | ↑ | ↑ | ↑ |
| Sign Control | Free | | | Free | Stop | |
| Grade | 0% | | | 0% | 0% | |
| Volume (veh/h) | 359 | 0 | 0 | 395 | 10 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 359 | 0 | 0 | 395 | 10 | 10 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | None | | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | | | 359 | 754 | 359 | |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | | | 4.2 | 6.4 | 6.2 | |
| tC, 2 stage (s) | | | | | | |
| tF (s) | | | 2.3 | 3.5 | 3.3 | |
| p0 queue free % | | | 100 | 97 | 99 | |
| cM capacity (veh/h) | | | 1167 | 380 | 690 | |
| Direction, Lane # | EB 1 | WB 1 | NW 1 | | | |
| Volume Total | 359 | 395 | 20 | | | |
| Volume Left | 0 | 0 | 10 | | | |
| Volume Right | 0 | 0 | 10 | | | |
| cSH | 1700 | 1167 | 490 | | | |
| Volume to Capacity | 0.21 | 0.00 | 0.04 | | | |
| Queue Length (ft) | 0 | 0 | 3 | | | |
| Control Delay (s) | 0.0 | 0.0 | 12.7 | | | |
| Lane LOS | | | B | | | |
| Approach Delay (s) | 0.0 | 0.0 | 12.7 | | | |
| Approach LOS | | | B | | | |

HCM Unsignalized Intersection Capacity Analysis
6: HWY 14 & Brewery Road

AM PEAK



| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | | ↔↑ | ↑ | ↗ | ↘ | ↗ |
| Sign Control | | Free | Free | | Stop | |
| Grade | | 0% | 0% | | 0% | |
| Volume (veh/h) | 10 | 884 | 270 | 113 | 186 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 10 | 884 | 270 | 113 | 186 | 10 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | | None | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | 383 | | | | 732 | 270 |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | 4.1 | | | | 6.8 | 6.9 |
| tC, 2 stage (s) | | | | | | |
| tF (s) | 2.2 | | | | 3.5 | 3.3 |
| p0 queue free % | 99 | | | | 48 | 99 |
| cM capacity (veh/h) | 1172 | | | | 358 | 734 |
| Direction, Lane # | EB 1 | EB 2 | WB 1 | WB 2 | SB 1 | SB 2 |
| Volume Total | 305 | 589 | 270 | 113 | 186 | 10 |
| Volume Left | 10 | 0 | 0 | 0 | 186 | 0 |
| Volume Right | 0 | 0 | 0 | 113 | 0 | 10 |
| cSH | 1172 | 1700 | 1700 | 1700 | 358 | 734 |
| Volume to Capacity | 0.01 | 0.35 | 0.16 | 0.07 | 0.52 | 0.01 |
| Queue Length (ft) | 1 | 0 | 0 | 0 | 72 | 1 |
| Control Delay (s) | 0.3 | 0.0 | 0.0 | 0.0 | 25.5 | 10.0 |
| Lane LOS | A | | | | D | A |
| Approach Delay (s) | 0.1 | | 0.0 | | 24.7 | |
| Approach LOS | | | | | C | |

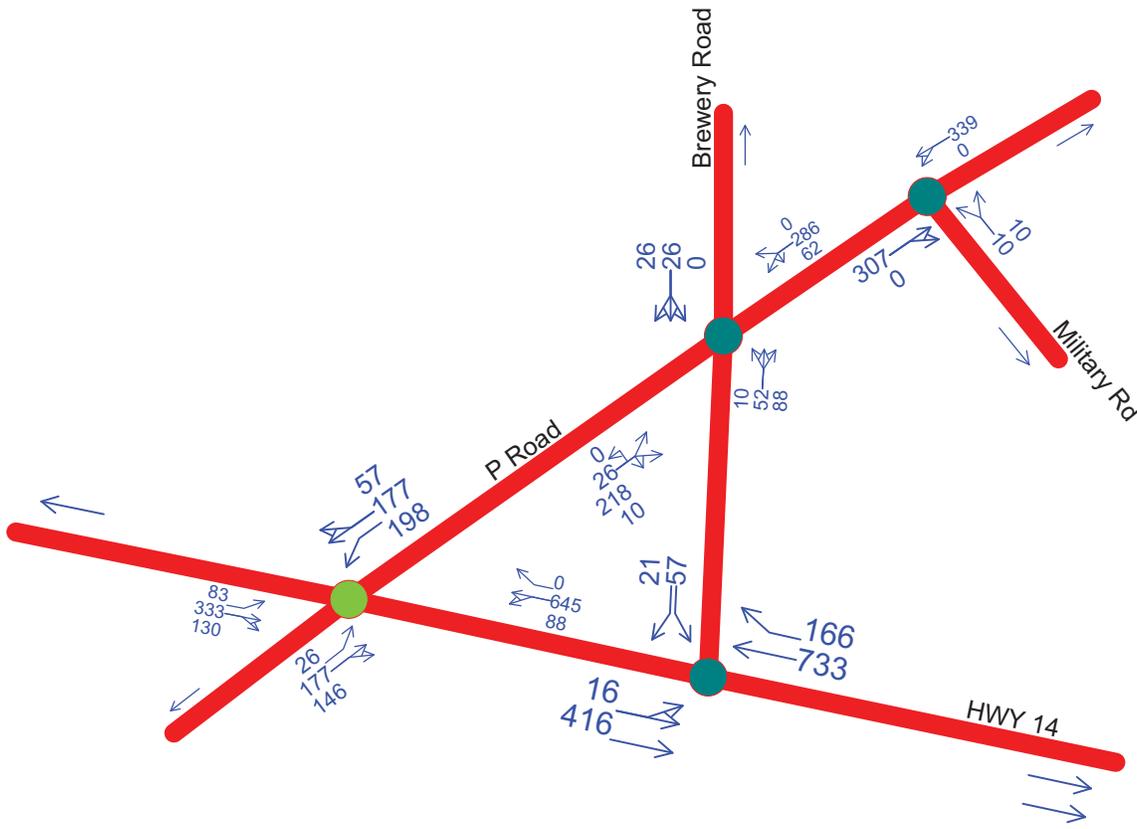
HCM Signalized Intersection Capacity Analysis

10: HWY 14 & P Road

AM PEAK



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NEL | NET | NER | SWL | SWT | SWR |
|------------------------|-------|------|------|------|------|------|------|------|------|-------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Total Lost time (s) | 3.0 | 3.0 | | | 3.0 | 3.0 | 3.0 | 3.0 | | 3.0 | 3.0 | |
| Lane Util. Factor | 1.00 | 1.00 | | | 1.00 | 1.00 | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Frt | 1.00 | 0.97 | | | 1.00 | 0.85 | 1.00 | 0.94 | | 1.00 | 0.93 | |
| Flt Protected | 0.95 | 1.00 | | | 0.99 | 1.00 | 0.95 | 1.00 | | 0.95 | 1.00 | |
| Satd. Flow (prot) | 1752 | 1793 | | | 1684 | 1442 | 1641 | 1621 | | 1719 | 1685 | |
| Flt Permitted | 0.58 | 1.00 | | | 0.71 | 1.00 | 0.43 | 1.00 | | 0.48 | 1.00 | |
| Satd. Flow (perm) | 1063 | 1793 | | | 1212 | 1442 | 739 | 1621 | | 876 | 1685 | |
| Volume (vph) | 84 | 634 | 146 | 36 | 203 | 10 | 31 | 163 | 114 | 99 | 176 | 150 |
| Peak-hour factor, PHF | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Adj. Flow (vph) | 84 | 634 | 146 | 36 | 203 | 10 | 31 | 163 | 114 | 99 | 176 | 150 |
| Lane Group Flow (vph) | 84 | 780 | 0 | 0 | 239 | 10 | 31 | 277 | 0 | 99 | 326 | 0 |
| Heavy Vehicles (%) | 3% | 3% | 3% | 12% | 12% | 12% | 10% | 10% | 10% | 5% | 5% | 5% |
| Turn Type | Perm | | | Perm | | | Free | Perm | | Perm | | |
| Protected Phases | 4 | | | 8 | | | | 2 | | 6 | | |
| Permitted Phases | 4 | | | 8 | | | Free | 2 | | 6 | | |
| Actuated Green, G (s) | 36.0 | 36.0 | | | 36.0 | 70.0 | 26.0 | 26.0 | | 26.0 | 26.0 | |
| Effective Green, g (s) | 37.0 | 37.0 | | | 37.0 | 70.0 | 27.0 | 27.0 | | 27.0 | 27.0 | |
| Actuated g/C Ratio | 0.53 | 0.53 | | | 0.53 | 1.00 | 0.39 | 0.39 | | 0.39 | 0.39 | |
| Clearance Time (s) | 4.0 | 4.0 | | | 4.0 | | 4.0 | 4.0 | | 4.0 | 4.0 | |
| Lane Grp Cap (vph) | 562 | 948 | | | 641 | 1442 | 285 | 625 | | 338 | 650 | |
| v/s Ratio Prot | c0.44 | | | | | | | 0.17 | | c0.19 | | |
| v/s Ratio Perm | 0.08 | | | | 0.20 | 0.01 | 0.04 | | | 0.11 | | |
| v/c Ratio | 0.15 | 0.82 | | | 0.37 | 0.01 | 0.11 | 0.44 | | 0.29 | 0.50 | |
| Uniform Delay, d1 | 8.4 | 13.8 | | | 9.7 | 0.0 | 13.8 | 15.9 | | 14.9 | 16.4 | |
| Progression Factor | 1.00 | 1.00 | | | 1.00 | 1.00 | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Incremental Delay, d2 | 0.6 | 8.0 | | | 1.7 | 0.0 | 0.8 | 2.3 | | 2.2 | 2.8 | |
| Delay (s) | 9.0 | 21.8 | | | 11.3 | 0.0 | 14.6 | 18.2 | | 17.1 | 19.1 | |
| Level of Service | A | C | | | B | A | B | B | | B | B | |
| Approach Delay (s) | 20.5 | | | | 10.9 | | | 17.8 | | 18.7 | | |
| Approach LOS | C | | | | B | | | B | | B | | |



HCM Unsignalized Intersection Capacity Analysis
2: P Road & Brewery Road

PM PEAK



| Movement | WBL2 | WBL | WBR | NBL | NBT | NBR | SBL | SBT | SBR | NEL | NER | NER2 |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Sign Control | | Free | | | Stop | | | Stop | | Free | | |
| Grade | | 0% | | | 0% | | | 0% | | 0% | | |
| Volume (veh/h) | 60 | 275 | 0 | 10 | 50 | 85 | 0 | 25 | 25 | 25 | 210 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 62 | 286 | 0 | 10 | 52 | 88 | 0 | 26 | 26 | 26 | 218 | 10 |
| Pedestrians | | | | | | | | | | | | |
| Lane Width (ft) | | | | | | | | | | | | |
| Walking Speed (ft/s) | | | | | | | | | | | | |
| Percent Blockage | | | | | | | | | | | | |
| Right turn flare (veh) | | | | | | | | | | | | |
| Median type | | | | | None | | | None | | | | |
| Median storage (veh) | | | | | | | | | | | | |
| vC, conflicting volume | 229 | | | 725 | 686 | 224 | 801 | 692 | 286 | 286 | | |
| vC1, stage 1 conf vol | | | | | | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | | | | | | |
| tC, single (s) | 4.1 | | | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 | 4.1 | | |
| tC, 2 stage (s) | | | | | | | | | | | | |
| tF (s) | 2.2 | | | 3.5 | 4.0 | 3.3 | 3.5 | 4.0 | 3.3 | 2.2 | | |
| p0 queue free % | 95 | | | 96 | 85 | 89 | 100 | 92 | 97 | 98 | | |
| cM capacity (veh/h) | 1328 | | | 294 | 345 | 816 | 227 | 343 | 753 | 1270 | | |

| Direction, Lane # | WB 1 | NB 1 | SB 1 | NE 1 |
|--------------------|------|------|------|------|
| Volume Total | 348 | 151 | 52 | 255 |
| Volume Left | 62 | 10 | 0 | 26 |
| Volume Right | 0 | 88 | 26 | 10 |
| cSH | 1328 | 512 | 471 | 1270 |
| Volume to Capacity | 0.05 | 0.29 | 0.11 | 0.02 |
| Queue Length (ft) | 4 | 30 | 9 | 2 |
| Control Delay (s) | 1.8 | 14.9 | 13.6 | 1.0 |
| Lane LOS | A | B | B | A |
| Approach Delay (s) | 1.8 | 14.9 | 13.6 | 1.0 |
| Approach LOS | | B | B | |

HCM Unsignalized Intersection Capacity Analysis
 3: P Road & Military Rd

PM PEAK



| Movement | EBT | EBR | WBL | WBT | NWL | NWR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | ↑ | | | ↑ | ↑ | ↑ |
| Sign Control | Free | | | Free | Stop | |
| Grade | 0% | | | 0% | 0% | |
| Volume (veh/h) | 295 | 0 | 0 | 326 | 10 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 307 | 0 | 0 | 339 | 10 | 10 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | None | | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | | | 307 | 646 | 307 | |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | | | 4.2 | 6.4 | 6.2 | |
| tC, 2 stage (s) | | | | | | |
| tF (s) | | | 2.3 | 3.5 | 3.3 | |
| p0 queue free % | | | 100 | 98 | 99 | |
| cM capacity (veh/h) | | | 1221 | 439 | 738 | |
| Direction, Lane # | EB 1 | WB 1 | NW 1 | | | |
| Volume Total | 307 | 339 | 21 | | | |
| Volume Left | 0 | 0 | 10 | | | |
| Volume Right | 0 | 0 | 10 | | | |
| cSH | 1700 | 1221 | 551 | | | |
| Volume to Capacity | 0.18 | 0.00 | 0.04 | | | |
| Queue Length (ft) | 0 | 0 | 3 | | | |
| Control Delay (s) | 0.0 | 0.0 | 11.8 | | | |
| Lane LOS | | | B | | | |
| Approach Delay (s) | 0.0 | 0.0 | 11.8 | | | |
| Approach LOS | | | B | | | |

HCM Unsignalized Intersection Capacity Analysis
6: HWY 14 & Brewery Road

PM PEAK

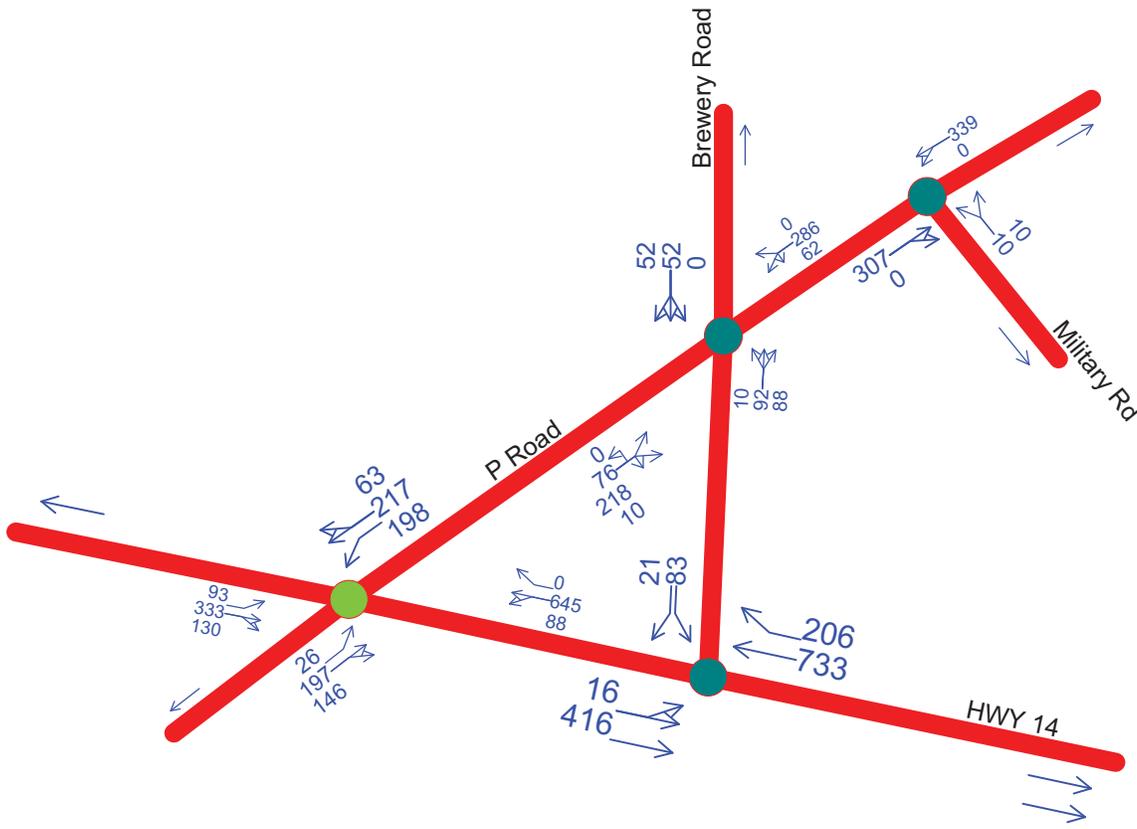


| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | | ↔↑ | ↑ | ↗ | ↘ | ↗ |
| Sign Control | | Free | Free | | Stop | |
| Grade | | 0% | 0% | | 0% | |
| Volume (veh/h) | 15 | 400 | 705 | 160 | 55 | 20 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 16 | 416 | 733 | 166 | 57 | 21 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | | None | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | 900 | | | | 972 | 733 |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | 4.3 | | | | 6.8 | 6.9 |
| tC, 2 stage (s) | | | | | | |
| tF (s) | 2.3 | | | | 3.5 | 3.3 |
| p0 queue free % | 98 | | | | 77 | 94 |
| cM capacity (veh/h) | 714 | | | | 248 | 368 |
| Direction, Lane # | EB 1 | EB 2 | WB 1 | WB 2 | SB 1 | SB 2 |
| Volume Total | 154 | 277 | 733 | 166 | 57 | 21 |
| Volume Left | 16 | 0 | 0 | 0 | 57 | 0 |
| Volume Right | 0 | 0 | 0 | 166 | 0 | 21 |
| cSH | 714 | 1700 | 1700 | 1700 | 248 | 368 |
| Volume to Capacity | 0.02 | 0.16 | 0.43 | 0.10 | 0.23 | 0.06 |
| Queue Length (ft) | 2 | 0 | 0 | 0 | 22 | 4 |
| Control Delay (s) | 1.2 | 0.0 | 0.0 | 0.0 | 23.8 | 15.4 |
| Lane LOS | A | | | | C | C |
| Approach Delay (s) | 0.4 | | 0.0 | | 21.6 | |
| Approach LOS | | | | | C | |

HCM Signalized Intersection Capacity Analysis
10: HWY 14 & P Road

PM PEAK

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NEL | NET | NER | SWL | SWT | SWR |
| Lane Configurations |  |  | | |  |  |  |  | |  |  | |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Total Lost time (s) | 3.0 | 3.0 | | | 3.0 | | 3.0 | 3.0 | | 3.0 | 3.0 | |
| Lane Util. Factor | 1.00 | 1.00 | | | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Frt | 1.00 | 0.96 | | | 1.00 | | 1.00 | 0.93 | | 1.00 | 0.96 | |
| Flt Protected | 0.95 | 1.00 | | | 0.99 | | 0.95 | 1.00 | | 0.95 | 1.00 | |
| Satd. Flow (prot) | 1719 | 1733 | | | 1852 | | 1703 | 1671 | | 1752 | 1777 | |
| Flt Permitted | 0.21 | 1.00 | | | 0.90 | | 0.52 | 1.00 | | 0.41 | 1.00 | |
| Satd. Flow (perm) | 372 | 1733 | | | 1676 | | 935 | 1671 | | 757 | 1777 | |
| Volume (vph) | 80 | 320 | 125 | 85 | 620 | 0 | 25 | 170 | 140 | 190 | 170 | 55 |
| Peak-hour factor, PHF | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Growth Factor (vph) | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% | 104% |
| Adj. Flow (vph) | 83 | 333 | 130 | 88 | 645 | 0 | 26 | 177 | 146 | 198 | 177 | 57 |
| Lane Group Flow (vph) | 83 | 463 | 0 | 0 | 733 | 0 | 26 | 323 | 0 | 198 | 234 | 0 |
| Heavy Vehicles (%) | 5% | 5% | 5% | 2% | 2% | 2% | 6% | 6% | 6% | 3% | 3% | 3% |
| Turn Type | Perm | | | Perm | | Free | Perm | | | Perm | | |
| Protected Phases | | 4 | | | 8 | | | 2 | | | 6 | |
| Permitted Phases | 4 | | | 8 | | Free | 2 | | | 6 | | |
| Actuated Green, G (s) | 38.0 | 38.0 | | | 38.0 | | 24.0 | 24.0 | | 24.0 | 24.0 | |
| Effective Green, g (s) | 39.0 | 39.0 | | | 39.0 | | 25.0 | 25.0 | | 25.0 | 25.0 | |
| Actuated g/C Ratio | 0.56 | 0.56 | | | 0.56 | | 0.36 | 0.36 | | 0.36 | 0.36 | |
| Clearance Time (s) | 4.0 | 4.0 | | | 4.0 | | 4.0 | 4.0 | | 4.0 | 4.0 | |
| Lane Grp Cap (vph) | 207 | 966 | | | 934 | | 334 | 597 | | 270 | 635 | |
| v/s Ratio Prot | | 0.27 | | | | | | 0.19 | | | 0.13 | |
| v/s Ratio Perm | 0.22 | | | | c0.44 | | 0.03 | | | c0.26 | | |
| v/c Ratio | 0.40 | 0.48 | | | 0.78 | | 0.08 | 0.54 | | 0.73 | 0.37 | |
| Uniform Delay, d1 | 8.8 | 9.4 | | | 12.2 | | 14.9 | 17.9 | | 19.6 | 16.7 | |
| Progression Factor | 1.00 | 1.00 | | | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Incremental Delay, d2 | 5.7 | 1.7 | | | 6.6 | | 0.5 | 3.5 | | 16.2 | 1.6 | |
| Delay (s) | 14.5 | 11.1 | | | 18.8 | | 15.3 | 21.4 | | 35.8 | 18.3 | |
| Level of Service | B | B | | | B | | B | C | | D | B | |
| Approach Delay (s) | | 11.6 | | | 18.8 | | | 21.0 | | | 26.3 | |
| Approach LOS | | B | | | B | | | C | | | C | |



HCM Unsignalized Intersection Capacity Analysis
2: P Road & Brewery Road

PM PEAK



| Movement | WBL2 | WBL | WBR | NBL | NBT | NBR | SBL | SBT | SBR | NEL | NER | NER2 |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Sign Control | | Free | | | Stop | | | Stop | | Free | | |
| Grade | | 0% | | | 0% | | | 0% | | 0% | | |
| Volume (veh/h) | 62 | 286 | 0 | 10 | 92 | 88 | 0 | 52 | 52 | 76 | 218 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 62 | 286 | 0 | 10 | 92 | 88 | 0 | 52 | 52 | 76 | 218 | 10 |
| Pedestrians | | | | | | | | | | | | |
| Lane Width (ft) | | | | | | | | | | | | |
| Walking Speed (ft/s) | | | | | | | | | | | | |
| Percent Blockage | | | | | | | | | | | | |
| Right turn flare (veh) | | | | | | | | | | | | |
| Median type | | | | | None | | | None | | | | |
| Median storage (veh) | | | | | | | | | | | | |
| vC, conflicting volume | 228 | | | 863 | 785 | 223 | 919 | 790 | 286 | 286 | | |
| vC1, stage 1 conf vol | | | | | | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | | | | | | |
| tC, single (s) | 4.1 | | | 7.1 | 6.5 | 6.2 | 7.1 | 6.5 | 6.2 | 4.1 | | |
| tC, 2 stage (s) | | | | | | | | | | | | |
| tF (s) | 2.2 | | | 3.5 | 4.0 | 3.3 | 3.5 | 4.0 | 3.3 | 2.2 | | |
| p0 queue free % | 95 | | | 95 | 68 | 89 | 100 | 82 | 93 | 94 | | |
| cM capacity (veh/h) | 1328 | | | 204 | 291 | 817 | 157 | 289 | 753 | 1270 | | |

| Direction, Lane # | WB 1 | NB 1 | SB 1 | NE 1 |
|--------------------|------|------|------|------|
| Volume Total | 348 | 190 | 104 | 304 |
| Volume Left | 62 | 10 | 0 | 76 |
| Volume Right | 0 | 88 | 52 | 10 |
| cSH | 1328 | 402 | 418 | 1270 |
| Volume to Capacity | 0.05 | 0.47 | 0.25 | 0.06 |
| Queue Length (ft) | 4 | 62 | 24 | 5 |
| Control Delay (s) | 1.8 | 21.8 | 16.5 | 2.4 |
| Lane LOS | A | C | C | A |
| Approach Delay (s) | 1.8 | 21.8 | 16.5 | 2.4 |
| Approach LOS | | C | C | |

HCM Unsignalized Intersection Capacity Analysis

3: P Road & Military Rd

PM PEAK



| Movement | EBT | EBR | WBL | WBT | NWL | NWR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | ↑ | | | ↑ | ↑ | ↑ |
| Sign Control | Free | | | Free | Stop | |
| Grade | 0% | | | 0% | 0% | |
| Volume (veh/h) | 307 | 0 | 0 | 339 | 10 | 10 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 307 | 0 | 0 | 339 | 10 | 10 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | None | | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | | | 307 | 646 | 307 | |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | | | 4.2 | 6.4 | 6.2 | |
| tC, 2 stage (s) | | | | | | |
| tF (s) | | | 2.3 | 3.5 | 3.3 | |
| p0 queue free % | | | 100 | 98 | 99 | |
| cM capacity (veh/h) | | | 1220 | 439 | 738 | |
| Direction, Lane # | EB 1 | WB 1 | NW 1 | | | |
| Volume Total | 307 | 339 | 20 | | | |
| Volume Left | 0 | 0 | 10 | | | |
| Volume Right | 0 | 0 | 10 | | | |
| cSH | 1700 | 1220 | 551 | | | |
| Volume to Capacity | 0.18 | 0.00 | 0.04 | | | |
| Queue Length (ft) | 0 | 0 | 3 | | | |
| Control Delay (s) | 0.0 | 0.0 | 11.8 | | | |
| Lane LOS | | | B | | | |
| Approach Delay (s) | 0.0 | 0.0 | 11.8 | | | |
| Approach LOS | | | B | | | |

HCM Unsignalized Intersection Capacity Analysis
6: HWY 14 & Brewery Road

PM PEAK



| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | | ↔↑ | ↑ | ↗ | ↖ | ↗ |
| Sign Control | | Free | Free | | Stop | |
| Grade | | 0% | 0% | | 0% | |
| Volume (veh/h) | 16 | 416 | 733 | 206 | 83 | 21 |
| Peak Hour Factor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Hourly flow rate (veh/h) | 16 | 416 | 733 | 206 | 83 | 21 |
| Pedestrians | | | | | | |
| Lane Width (ft) | | | | | | |
| Walking Speed (ft/s) | | | | | | |
| Percent Blockage | | | | | | |
| Right turn flare (veh) | | | | | | |
| Median type | | | | | None | |
| Median storage (veh) | | | | | | |
| vC, conflicting volume | 939 | | | | 973 | 733 |
| vC1, stage 1 conf vol | | | | | | |
| vC2, stage 2 conf vol | | | | | | |
| tC, single (s) | 4.3 | | | | 6.8 | 6.9 |
| tC, 2 stage (s) | | | | | | |
| tF (s) | 2.3 | | | | 3.5 | 3.3 |
| p0 queue free % | 98 | | | | 66 | 94 |
| cM capacity (veh/h) | 690 | | | | 247 | 368 |
| Direction, Lane # | EB 1 | EB 2 | WB 1 | WB 2 | SB 1 | SB 2 |
| Volume Total | 155 | 277 | 733 | 206 | 83 | 21 |
| Volume Left | 16 | 0 | 0 | 0 | 83 | 0 |
| Volume Right | 0 | 0 | 0 | 206 | 0 | 21 |
| cSH | 690 | 1700 | 1700 | 1700 | 247 | 368 |
| Volume to Capacity | 0.02 | 0.16 | 0.43 | 0.12 | 0.34 | 0.06 |
| Queue Length (ft) | 2 | 0 | 0 | 0 | 35 | 5 |
| Control Delay (s) | 1.3 | 0.0 | 0.0 | 0.0 | 26.7 | 15.4 |
| Lane LOS | A | | | | D | C |
| Approach Delay (s) | 0.5 | | 0.0 | | 24.4 | |
| Approach LOS | | | | | C | |

HCM Signalized Intersection Capacity Analysis

10: HWY 14 & P Road

PM PEAK



| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NEL | NET | NER | SWL | SWT | SWR |
|------------------------|------|------|------|------|-------|------|------|------|------|-------|------|------|
| Lane Configurations | | | | | | | | | | | | |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Total Lost time (s) | 3.0 | 3.0 | | | 3.0 | | 3.0 | 3.0 | | 3.0 | 3.0 | |
| Lane Util. Factor | 1.00 | 1.00 | | | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Frt | 1.00 | 0.96 | | | 1.00 | | 1.00 | 0.94 | | 1.00 | 0.97 | |
| Flt Protected | 0.95 | 1.00 | | | 0.99 | | 0.95 | 1.00 | | 0.95 | 1.00 | |
| Satd. Flow (prot) | 1719 | 1733 | | | 1852 | | 1703 | 1678 | | 1752 | 1782 | |
| Flt Permitted | 0.21 | 1.00 | | | 0.90 | | 0.46 | 1.00 | | 0.39 | 1.00 | |
| Satd. Flow (perm) | 372 | 1733 | | | 1676 | | 831 | 1678 | | 713 | 1782 | |
| Volume (vph) | 93 | 333 | 130 | 88 | 645 | 0 | 26 | 197 | 146 | 198 | 217 | 63 |
| Peak-hour factor, PHF | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Adj. Flow (vph) | 93 | 333 | 130 | 88 | 645 | 0 | 26 | 197 | 146 | 198 | 217 | 63 |
| Lane Group Flow (vph) | 93 | 463 | 0 | 0 | 733 | 0 | 26 | 343 | 0 | 198 | 280 | 0 |
| Heavy Vehicles (%) | 5% | 5% | 5% | 2% | 2% | 2% | 6% | 6% | 6% | 3% | 3% | 3% |
| Turn Type | Perm | | Perm | | Free | Perm | | Perm | | Perm | | |
| Protected Phases | 4 | | 8 | | 8 | 2 | | 6 | | | | |
| Permitted Phases | 4 | | 8 | | Free | 2 | | 6 | | | | |
| Actuated Green, G (s) | 38.0 | 38.0 | | | 38.0 | | 24.0 | 24.0 | | 24.0 | 24.0 | |
| Effective Green, g (s) | 39.0 | 39.0 | | | 39.0 | | 25.0 | 25.0 | | 25.0 | 25.0 | |
| Actuated g/C Ratio | 0.56 | 0.56 | | | 0.56 | | 0.36 | 0.36 | | 0.36 | 0.36 | |
| Clearance Time (s) | 4.0 | 4.0 | | | 4.0 | | 4.0 | 4.0 | | 4.0 | 4.0 | |
| Lane Grp Cap (vph) | 207 | 966 | | | 934 | | 297 | 599 | | 255 | 636 | |
| v/s Ratio Prot | | 0.27 | | | | | | 0.20 | | | 0.16 | |
| v/s Ratio Perm | 0.25 | | | | c0.44 | | 0.03 | | | c0.28 | | |
| v/c Ratio | 0.45 | 0.48 | | | 0.78 | | 0.09 | 0.57 | | 0.78 | 0.44 | |
| Uniform Delay, d1 | 9.2 | 9.4 | | | 12.2 | | 14.9 | 18.2 | | 20.0 | 17.2 | |
| Progression Factor | 1.00 | 1.00 | | | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | |
| Incremental Delay, d2 | 6.9 | 1.7 | | | 6.6 | | 0.6 | 3.9 | | 20.4 | 2.2 | |
| Delay (s) | 16.1 | 11.1 | | | 18.8 | | 15.5 | 22.1 | | 40.4 | 19.4 | |
| Level of Service | B | B | | | B | | B | C | | D | B | |
| Approach Delay (s) | | 11.9 | | | 18.8 | | | 21.7 | | | 28.1 | |
| Approach LOS | | B | | | B | | | C | | | C | |

Village of Cross Plains Sundance Development Annexation Financial Analysis Report 07-05-2016

Background

Kyo Ladopoulos (Sundance Development LLC) is proposing to annex approximately 142 acres of land to the Village for the purposes of platting and building a 101 lot residential subdivision. The subject area is located off of Brewery Road on the north side of the Village. Section 82.03(c) of the Village's Code of Ordinances requires completion of a financial analysis report at the time of a proposed annexation request addressing the impact the proposed annexation would have on Village revenues and the cost to provide municipal services to the property after annexation. More specifically the report shall include the following information:

1. An estimate of the Village revenue that would be derived from the property within the area proposed for annexation to the Village.
2. An estimate of the Village's cost to provide police, fire and emergency medical services to the annexed property after the property has been fully developed.
3. An estimate of the Village's cost to provide public works services and facilities to the annexed property after the property has been fully developed (such as street construction and maintenance, the construction and maintenance of storm water management facilities).
4. An estimate of the Village's cost to provide sanitary sewer and water service to the annexed property after the property has been fully developed.
5. An estimate of the Village's cost to provide library, park and recreational facilities and services to the annexed property after the property has been fully developed.
6. An estimate of the Village's cost to provide administrative services (such as services provided by the Village Administrator/Clerk-Treasurer, the Village Assessor, the Village Building Inspector, the Village Engineer, the Village Attorney) and facilities to the annexed property after the property has been annexed.
7. An estimate of the School District's costs to provide public school services and facilities to the annexed property after the property is fully developed.
8. Any other information reasonably required by the Village under Section 82.03(c) of the Village's Code of Ordinances.

The purpose of this report is to assist Village Staff and Officials in their review and approval of the proposed annexation request. The report in its self is not the determining factor to approve the annexation and development request.

Section 82.03(c)1, Estimated Property Tax Revenue

The number of parcels and dwelling units were provided by Sundance Development LLC in the revised development plan dated 07-01-2016. There are 101 proposed single-family unit parcels and seven outlots reserved for open space, right-of-way, and stormwater detention areas. Most of the single-family lots are planned for SR-3 zoning with lot sizes ranging from one-half to one-acre. The revised development plan includes the addition of several large estate lots planned for SR-1 zoning with lot sizes ranging from one to 3.5 acres.

Table 1. Development Information

| | |
|------------------------------------|--------------------|
| Total Site Acreage* | 143 |
| Total Open Space Acreage* | 44 |
| Type of Dwelling Units* | Single Family |
| Market Value/Dwelling Unit* | \$510,000 |
| Number of Dwelling units* | 101 |
| Total Estimated Assessed Value* | \$51,510,000 |
| Value x Mill Rate (21.88)** | \$1,127,039 |
| School Share (56%) | \$631,142 |
| Village Share (33%) | \$371,923 |

*Source: Sundance Development LLC Development Plan 07/01/2016

**Tax Year 2015

The estimated annual property tax revenue from the proposed development is **\$1,127,039** at full buildout of the subdivision based on a total estimated assessed value of \$51,510,000. Note, the developer's estimated value per dwelling unit of \$510,000 is higher than the average median home value in Cross Plains (\$236,800, Source: 2009-2013 American Community Survey) and the average assessed value per residential lot (\$220,603, Source: DOR 2014 Statement of Assessments). Per lot development values are expected to be higher than existing Village averages given the larger lot sizes (average lot size is 0.80 acres) and given new construction typically carries higher market values.

Note that the developer's estimated value per dwelling unit has risen from \$420,000 to \$510,000 since the previous development plan was submitted on November 6, 2015. The developer has indicated that the increase in value is due to the average lot sizes increasing from the previous average of 0.88 acres. However, the majority of the lots (SR-3) in the revised development plan are similar in size as shown in the prior development plan dated 11-6-2015. The overall average lot size decrease from the 11-6-2015 plan is primarily the result of the inclusion of a few of the larger SR-1 lots. In MSA's opinion the average improved lot value of \$510,000 is still within reasonable market assumptions based on a review of current listings and recent home sales of properties built within the last five years on similar lot sizes (0.5+ acres) and within five miles of Cross Plains.

Sundance Development LLC is proposing to develop the subdivision in three phases starting with 40 lots with additional construction occurring as lots are sold based on market conditions.

Table 2. Projected Tax Revenues for Proposed Development per Phase.

| | Phase 1 | Phase 2 | Phase 3 | Total |
|------------------------------|----------------|----------------|----------------|---------------------|
| Market Value/Dwelling Unit | \$510,000 | \$510,000 | \$510,000 | |
| Number of Dwelling units | 40 | 34 | 27 | 101 |
| Total Value | \$20,400,000 | \$17,340,000 | \$13,770,000 | \$51,510,000 |
| Value x Mill Rate (21.88) | \$446,352 | \$379,399 | \$301,288 | \$1,127,039 |
| School Shares (56%) | \$249,957 | \$212,464 | \$168,721 | \$631,142 |
| Village Share (33%) | \$147,296 | \$125,202 | \$99,425 | \$371,923 |
| School + Village Tax Revenue | \$397,253 | \$337,665 | \$268,146 | \$1,003,065 |

The Village share of the estimated tax revenue from the proposed subdivision at the time of build out is **\$371,923**. This figure assumes the tax rate remains constant and zero inflation. In addition, to property tax revenue the Village will also receive sewer revenue from each property. Note, the revised development plan indicates that the SR-1 lots may be private sewer or on public sewer provided each lot has a private grinder pumps. The analysis of estimated annual sewer revenue assumes all lots as on the public sewer system.

The Village currently charges a \$78.00 flat rate per quarter plus a variable rate of \$11.75 per 1,000 gallons used. The average consumption for a single family home of four is 12,000 gallons per quarter. Therefore, the average cost per home is approximately \$219 per quarter or \$876 per year.

Table 3. Projected Sewer & Property Tax Revenues for Proposed Development per Phase.

| | Phase 1 | Phase 2 | Phase 3 | Total |
|-------------------------------------|----------------|----------------|----------------|------------------|
| Number of Dwelling units | 40 | 34 | 27 | 101 |
| Village Annual Sewer Revenue | \$35,040 | \$29,784 | \$23,652 | \$88,476 |
| Village Annual Property Tax Revenue | \$147,296 | \$125,202 | \$99,425 | \$371,923 |
| Village Total Revenue | \$182,336 | \$154,986 | \$123,077 | \$460,399 |

The Village share of the estimated tax and sewer revenue from the proposed subdivision at the time of build out is **\$460,399**. This figure assumes the tax rate remains constant, average sanitary sewer use, and zero inflation in tax or sewer rates.

Section 82.03(c)2-7, Estimated Costs

Section 82.03(c)2-7 provides that estimates of a variety of public services costs shall be calculated based on the proposed annexation request. The estimated costs to provide services do not include initial public capital costs to construct the subdivision, just those estimated public costs once the property is fully developed. The following Village of Cross Plains 2016 Budget expenditures were used to determine a per parcel cost of the proposed development.

Table 4. 2016 Village Expenditures per Category and per Parcel

| Expenditure Category | 2016 Budget Village of Cross Plains | 2016 budget per parcel cost (1,505 total parcels) |
|--------------------------------------|---|---|
| Public Safety | | |
| Municipal Court | \$24,650 | \$16.38 |
| Police | \$519,250 | \$345.02 |
| Fire | \$83,000 | \$55.15 |
| EMS | \$48,500 | \$32.23 |
| Public Safety Total | \$675,400 | \$448.77 |
| Public Works | | |
| Public Facilities | \$379,250 | \$251.99 |
| Street Lighting | \$80,000 | \$53.16 |
| Refuse | \$164,000 | \$108.97 |
| Public Works Total | \$623,250 | \$414.12 |
| Utilities | | |
| Sewer | \$1,388,750 | \$922.76 |
| Water | \$0 Development will be served by private wells | |
| Utilities Total | \$1,388,750 | \$922.76 |
| Cultural Amenities | | |
| Library | \$368,250 | \$244.68 |
| Park and recreational services | \$392,500 | \$260.80 |
| Cultural Amenities Total | \$760,750 | \$505.48 |
| Administrative Services | | |
| Village Board | \$20,350 | \$13.52 |
| Village Administration | \$144,250 | \$95.85 |
| Personnel | \$61,750 | \$41.03 |
| Elections | \$4,250 | \$2.82 |
| Financial Management | \$13,750 | \$9.14 |
| Village Assessor | \$10,000 | \$6.64 |
| Insurance | \$57,750 | \$38.37 |
| General Buildings and Plant | \$35,250 | \$23.42 |
| Contingency | \$47,500 | \$31.56 |
| Building Inspection | \$16,750 | \$11.13 |
| Community Development | \$35,000 | \$23.26 |
| Transfers | \$0 | \$0.00 |
| Administrative Services Total | \$446,600 | \$296.74 |

| | | |
|--|--------------------|-------------------|
| Other | | |
| Debt Service | \$1,000,000 | \$664.45 |
| Total | \$1,000,000 | \$664.45 |
| | | |
| Middleton-Cross Plains School District* | \$4,002,355 | \$2,659.37 |
| | | |
| GRAND TOTAL | \$8,897,105 | \$5,911.70 |

*portion of the school districts total levy allocated to Cross Plains, 2015-2016 Preliminary Budget

The Village-wide average per parcel public service expenditures listed in Table 4 were used to determine a per parcel cost for the proposed development to provide the same services. Table 5 illustrates the per parcel (101 total) cost, by category at each phase of development and total when build out is achieved.

Table 4. Projected Cost for Proposed Development

| Expenditure Category | Phase 1 Total | Phase 2 Total | Phase 3 Total | 2016 budget for development (total) |
|---|------------------|------------------|------------------|-------------------------------------|
| Public Safety | \$17,951 | \$15,258 | \$12,117 | \$45,326 |
| Public Works | \$16,565 | \$14,080 | \$11,181 | \$41,826 |
| Utilities | \$36,910 | \$31,374 | \$24,914 | \$93,199 |
| Cultural Amenities | \$20,219 | \$17,186 | \$13,648 | \$51,054 |
| Administrative Services | \$11,870 | \$10,089 | \$8,012 | \$29,971 |
| Other | \$26,578 | \$22,591 | \$17,940 | \$67,110 |
| Village Total | \$130,093 | \$110,579 | \$87,813 | \$328,485 |
| Middleton-Cross Plains School District* | \$106,375 | \$90,419 | \$71,803 | \$268,597 |
| Combined Costs (Village + School District) | \$236,468 | \$200,998 | \$159,616 | \$597,082 |

*portion of the school districts total levy allocated to Cross Plains

The total annual estimated cost of providing all services to the Village and School District once the property is fully developed is **\$597,081**. The Village share of the estimated costs to provide services to the proposed subdivision at the time of build out is **\$328,485**. This figure assumes that the costs to provide services to the development will equal the same per parcel budgeted cost to provide services to existing Village parcels in year 2016.

Financial Impact Summary

Based on the assumptions provided, the Village would net revenue of **\$131,914** annually from the proposed development, upon competition.

Table 5. Total Revenue and Expenditure Comparison

| | Phase 1 | Phase 2 | Phase 3 | Total |
|---|------------------|------------------|------------------|--------------------|
| Projected Tax Revenue of Developed Parcels (School + Village) | \$397,253 | \$337,665 | \$268,146 | \$1,003,065 |
| Village Expenditures | \$130,093 | \$110,579 | \$87,813 | \$328,485 |
| Middleton-Cross Plains School District Expenditure | \$106,375 | \$90,419 | \$71,803 | \$268,597 |
| Net Revenue (Village + School District): | \$160,785 | \$136,667 | \$108,530 | \$405,983 |
| Village Property Tax Revenue | \$147,296 | \$125,202 | \$99,425 | \$371,923 |
| Village Annual Sewer Revenue | \$35,040 | \$29,784 | \$23,652 | \$88,476 |
| Net Revenue (Village only) | \$52,243 | \$44,407 | \$35,264 | \$131,914 |

Note the assumptions related to expenditures assume that both the Village and School District can provide services to the proposed development at the same per parcel cost as budgeted to provide similar services to existing properties in the Village in 2016. However, it should be noted that the analysis does not consider whether there will be additional costs beyond the average per parcel costs which would result from the additional 101 housing units. For example, would the additional development necessitate the purchase of an additional school bus and service route to serve the development? Likewise, would the additional development necessitate the need to add additional public works staff to plow the roadways in the winter, or the purchase of additional plow equipment? This analysis is also not meant to imply that the Village's or School District's actual budget will increase by the expenditure totals shown in the analysis. It is conceivable that some services may be able to be provided to the development without a significant increase in department budgets; thereby the new development may actually lower the per parcel costs to provide certain services in the community as the costs would be spread out over more parcels. In summary, at what point does new development necessitate additional capital expenditures, the hiring of additional public staff, or increases in department budgets to serve the development. Questions such as these are difficult to address within the framework of this analysis. In addition, it should be noted that future Village and School District budgets will determine how these specific distributed costs, and revenues, will be earmarked for the future.

Methodology

The cost of development was evaluated on a per parcel basis for the following reasons:

1. Chapter 82 Annexation, Section 82.03 Preliminary Procedures (c) Financial Analysis Report identifies language of estimation of cost to provide services to the “annexed property.”
2. All parcels were included in the evaluation. While Village owned parcels have no value and are thus tax exempt the Village still provides services to this parcels.
3. Per dwelling unit and per household metrics were considered but eliminated from consideration because they would have excluded non-residential properties which also make up part of the tax base for which the Village provides services.

The number of parcels within the Village of Cross Plains were clipped to the Municipal boundary in ArcGIS based on the parcel data we received from Dane County Land Information Office for the Village in March 2015. There are a total of 1,505 parcels within the Village Boundary.

Data Sources

Data collected and received to conduct this financial analysis is as follows:

1. Existing Parcels: CrossPlainsParcels.shp March 2015
2. Proposed Parcel Data: Use, Valuation, Annexation, Concept Development, Phasing, Public Sewer Plans, received 7/01/2015 from Sundance Development LLC
3. Projected Costs: Village of Cross Plains 2016 Annual Budget (2016_Budget_-_Board_Approved_11.23.2015.pdf)
 - a. **Sewage Service:** 2016 Sewer Utility Operating Budget, Fund #670, Summary of Expenditures, (includes #51510, 51600, 53610, 53630, 57410, 58000, and 59200).
 - b. **Police:** 2016 General Fund Operating Budget, Summary of Expenditures Table, Expenditures item #52100, 2016 Budget.
 - c. **Fire:** 2016 General Fund Operating Budget, Summary of Expenditures Table, Expenditures item #52200, 2016 Budget.
 - d. **Emergency Medical Services:** 2016 General Fund Operating Budget, Summary of Expenditures Table, Expenditures item #52300, 2016 Budget.
 - e. **Water:** 2016 Water Utility Operating Budget, Fund #660, Summary of Expenditures (includes #51400, 51500, 53700, and 57000).

- f. **Library:** 2016 Annual Village of Cross Plains Fund Summaries, Fund #130 Library Fund, Total 2016 Budget Expense (includes #51430, 51600, 55110, 59200).
- g. **Parks and Recreation:** 2016 Annual Village of Cross Plains Fund Summaries, Fund #140 Parks/Rec Fund, Total 2016 Budget Expense (includes #51430, 54600, 55200, 55300, 55420, 59200).
- h. **Administrative:** General Fund Operating Budget, Index Expenditures Summary, Expenditures, 30, Total Personnel Services Expense, 2016 Budget **and** Contractual Services, item #208 Legal Fees and item #207 Support Services, 2016 Budget.
- i. **Middleton-Cross Plains School District:** (Village Levy Portion) Middleton-Cross Plains Area School District 2015 Annual Financial Report, 2015-2016 Preliminary Budget.

CHAPTER 82

ANNEXATION

- 82.01 Purpose**
- 82.02 Applicability**
- 82.03 Preliminary Procedures**
- 82.04 Annexation Factors**
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CHAPTER 82

ANNEXATION

SECTION 82.01 Purpose.

The purpose of this chapter is to establish a uniform and consistent annexation procedure for the mutual benefit of the Village and any party petitioning for annexation.

SECTION 82.02 Applicability.

This chapter shall apply to all annexations initiated after the effective date of this chapter.

SECTION 82.03 Preliminary Procedures.

Exhibit B



State Statutes. The statutory procedures for initiating and pursuing an annexation request with the Village shall be followed.

Exhibit C



Development Plan Required. At or before the time of presenting an annexation petition, the petitioner shall submit to the Village Administrator/Clerk-Treasurer a development plan for the entire area proposed for annexation. The development plan shall show the general layout and density of any proposed development, shall indicate the anticipated usage(s) of the land and the contemplated development schedule, and shall note what zoning will be requested to accommodate the proposed development. In lieu of submitting a development plan, the petitioner may proceed directly with the submittal of a preliminary plat or certified survey map as part of the annexation request. If the developer submits a development plan, the following information shall be provided:

- (1) An explanation of the reason for the proposed annexation.
- (2) A detailed description of any development that is intended to occur on the property subsequent to annexation.
- (3) A land use plan and transportation plan per DOT guidelines for the property subsequent to annexation.
- (4) A detailed description of the municipal services needed to serve the property subsequent to annexation and a proposal regarding how those services should be provided to the property.
- (5) Documentation satisfactory to the Village that the proposed annexation complies with the applicable state annexation statutes and that the appropriate procedural steps have been satisfied. For example, such documentation could include an affidavit of publication stating that the class 1 notice of intention to circulate petition has been published.
- (6) Any proposed temporary or permanent zoning for the annexed property, and the reason for such proposed zoning.
- (7) A proposed preliminary plat or concept plan, if the property is intended to be divided subsequent to annexation.



(8) Any other information reasonably required by the Village.

Financial Analysis Report. To help with the evaluation process, the Village Board shall require the preparation of a detailed financial analysis report addressing the impact the proposed annexation would have on Village revenues and the cost to provide municipal services to the property. The report shall be prepared by the Village with the help of the Village Engineer, Village Accountant and any other professional the Village Board deems appropriate. The annexation petitioner shall be responsible for reimbursing the Village of all costs associated with the preparation of the report. Such reimbursement should be addressed in the pre-annexation agreement. The report should include the following information:

- (1) An estimate of the Village revenue that would be derived from the property.
- (2) An estimate of the Village's cost to provide police, fire and emergency medical services to the annexed property after the property has been fully developed.
- (3) An estimate of the Village's cost to provide public works services and facilities to the annexed property after the property has been fully developed (such as street construction and maintenance, the construction and maintenance of storm water management facilities).
- (4) An estimate of the Village's cost to provide sanitary sewer and water service to the annexed property after the property has been fully developed.
- (5) An estimate of the Village's cost to provide library, park and recreational facilities and services to the annexed property after the property has been fully developed.
- (6) An estimate of the Village's cost to provide administrative services (such as services provided by the Village Administrator/Clerk-Treasurer, the Village Assessor, the Village Building Inspector, the Village Engineer, the Village Attorney) and facilities to the annexed property after the property has been annexed.
- (7) As estimate of the School District's costs to provide public school services and facilities to the annexed property after the property is fully developed.
- (8) Any other information reasonably required by the Village.

SECTION 82.04

Annexation Factors.

In order to evaluate the impact of a proposed annexation on the Village, the Village may consider any factor it considers relevant including, but not limited to, the following factors:

See review of Annexation Factors within memorandum.

- (a) Whether the property is located within a Village urban service area.
- (b) Whether the property is located within a planned Village growth area as identified in a Village Land Use Map.

- (c) Whether the Village possesses adequate sanitary sewer capacity to serve the property once it is developed.
- (d) Whether the Village possesses adequate municipal water capacity to serve the property once it is developed.
- (e) Whether the Village possesses adequate police, fire, emergency medical, public works, and administrative services to serve the property once it is developed.
- (f) The cost of providing Village municipal services to the property once it is developed.
- (g) Whether it is desirable to extend Village municipal services to the property.
- (h) What impact the proposed annexation and development have on municipal services in the Village, and how the Village will provide such services to the property.
- (i) The amount of property tax and other Village revenue generated by the property once it is developed.
- (j) Whether any deficiency in the provision of municipal services can be addressed by the Village and petitioner through a pre-development agreement.
- (k) Whether the annexation is consistent with the goals, objectives, policies and recommendations of the current Village Master Plan.
- (l) Whether the annexation is reasonably suitable and acceptable to the Village's needs.
- (m) Whether the Village has a present or future need to annex the property based on the following factors:
 - (1) The necessity for orderly development of the Village.
 - (2) The necessity to accommodate any increase in the Village population.
 - (3) The necessity to accommodate any increase in population and economic growth that has occurred outside of the Village boundaries in planned Village growth areas.
 - (4) The need for additional areas within the Village to accommodate present or reasonably anticipated industrial, commercial, residential, or institutional growth.
 - (5) The need to avoid potential detrimental effects to the Village if the property is developed outside of the Village.
- (n) Whether the annexation provides benefits to the property that can be realized only by annexation to the Village.

Exhibit A

SECTION 82.05 Pre-annexation Agreement.

- (a) **Pre-annexation Agreement Required.** The Village Board shall require that the petitioner(s) enter into a pre-annexation agreement before any annexation will be approved. The pre-annexation agreement shall delineate the respective

expectations, obligations and commitments made by each party as a part of the annexation process and contain any conditions of annexation.

- (b) **Conditions.** The conditions that may be placed upon the annexation as the Village Board deems necessary and appropriate include, but are not limited to, the following:
- (1) Village Board approval of certified survey map or preliminary plat for the lands proposed for annexation.
 - (2) Village Board approval of the requisite zoning.
 - (3) Payment, or satisfactory arrangements for payment to be made, of all fees deemed reasonable and just by the Village Board for the applicable annexation.
 - (4) Reimbursement of all annexation-related costs incurred by the Village as required by this chapter.
 - (5) Compliance with all applicable state laws and local ordinances and policies.
 - (6) Other terms or conditions the Village Board deems appropriate.

✓ **SECTION 82.06 Reimbursement of Village Costs.**

The petitioner(s) shall reimburse the Village for all engineering, consulting, and legal fees incurred by the Village in connection with the requested annexation.

SECTION 82.07 Adoption of Annexation Ordinance.

- (a) **Adoption of Ordinance With or Without Contingencies.** When the Village Board determines that an annexation should be approved in accordance with the statutes, it will proceed with adoption of an annexation ordinance with or without contingencies as appropriate.
- (b) **Effective Date of Annexation.** The annexation ordinance shall not be deemed unconditionally enacted until all contingencies imposed have been satisfied and the Village President and Administrator/Clerk-Treasurer sign the annexation ordinance. Accordingly, where contingencies are imposed as part of the annexation ordinance, the effective date of the annexation shall be the date the ordinance is signed.

Action on the DEVELOPMENT PROPOSAL will be the Village's Determination on the request for Annexation.

✓ **SECTION 82.08 Variances and Waivers.**

None

The Village Board may, in its discretion, grant a variance or waiver from the terms of this chapter if it determines that it would substantially impair the overall intent of this chapter and would be detrimental to the public good to enforce the terms of this chapter strictly. The granting of any such variance or waiver shall require a three-fourths affirmative vote

of the entire Village Board. A public hearing, preceded by a Class 2 notice, is required before any variance or waiver can be granted.

(8) EXISTING ORDINANCES. Ordinances in force in the territory or any part of the territory, to the extent not inconsistent with this section or ch. 61, continue in force until altered or repealed.

(9) EXISTING INTERGOVERNMENTAL AND COOPERATIVE BOUNDARY AGREEMENTS. Intergovernmental cooperation agreements entered into under s. 66.0301 and cooperative boundary agreements approved under s. 66.0307, to which a town incorporating under this section is a party, that are still in effect on the effective date of the incorporation, shall continue in force until altered or repealed, to the extent allowed under the agreements. When incorporated under this section, a village shall be considered the town's successor with respect to such agreements.

(10) INTERIM OFFICERS, FIRST VILLAGE ELECTION. Section 66.0215 (8) and (9), as it applies to a town that is incorporated as a city under s. 66.0215, applies to a town that is incorporated as a village under this section.

(11) SUNSET. This section does not apply after June 30, 2020.
History: 2015 a. 55.

66.0217 Annexation initiated by electors and property owners. (1) DEFINITIONS. In this section, unless the context clearly requires otherwise:

(a) "Assessed value" means the value for general tax purposes as shown on the tax roll for the year next preceding the filing of any petition for annexation.

(b) "Department" means the department of administration.

(c) "Legal description" means a complete description of land to be annexed without internal references to any other document, and shall be described in one of the following ways:

1. By metes and bounds commencing at a monument at the section or quarter section corner or at the end of a boundary line of a recorded private claim or federal reservation in which the annexed land is located and in one of the following ways:

- a. By government lot.
- b. By recorded private claim.
- c. By quarter section, section, township and range.

2. If the land is located in a recorded and filed subdivision or in an area subject to a certified survey map, by reference as described in s. 236.28 or s. 236.34 (3).

(d) "Owner" means the holder of record of an estate in possession in fee simple, or for life, in land or real property, or a vendee of record under a land contract for the sale of an estate in possession in fee simple or for life but does not include the vendor under a land contract. A tenant in common or joint tenant is an owner to the extent of his or her interest.

(e) "Petition" includes the original petition and any counterpart of the original petition.

(f) "Real property" means land and the improvements to the land.

(g) "Scale map" means a map that accurately reflects the legal description of the property to be annexed and the boundary of the annexing city or village, and that includes a graphic scale on the face of the map.

(2) DIRECT ANNEXATION BY UNANIMOUS APPROVAL. Except as provided in this subsection and sub. (14), and subject to ss. 66.0301 (6) (d) and 66.0307 (7), if a petition for direct annexation signed by all of the electors residing in the territory and the owners of all of the real property in the territory is filed with the city or village clerk, and with the town clerk of the town or towns in which the territory is located, together with a scale map and a legal description of the property to be annexed, an annexation ordinance for the annexation of the territory may be enacted by a two-thirds vote of the elected members of the governing body of the city or village without compliance with the notice requirements of sub. (4). In an annexation under this subsection, subject to sub. (6), the person filing the petition with the city or village clerk and the town clerk shall, within 5 days of the filing, mail a copy of the scale map and a legal description of the territory to be annexed to the department and the governing body shall review the advice of

the department, if any, before enacting the annexation ordinance. No territory may be annexed by a city or village under this subsection unless the territory to be annexed is contiguous to the annexing city or village.

(3) OTHER METHODS OF ANNEXATION. Subject to ss. 66.0301 (6) (d) and 66.0307 (7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:

(a) **Direct annexation by one-half approval.** A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following:

1. A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:

- a. The owners of one-half of the land in area within the territory.
- b. The owners of one-half of the real property in assessed value within the territory.

2. If no electors reside in the territory subject to the proposed annexation, by either of the following:

- a. The owners of one-half of the land in area within the territory.
- b. The owners of one-half of the real property in assessed value within the territory.

(b) **Annexation by referendum.** A petition for a referendum on the question of annexation may be filed with the city or village clerk signed by a number of qualified electors residing in the territory equal to at least 20% of the votes cast for governor in the territory at the last gubernatorial election, and the owners of at least 50% of the real property either in area or assessed value. The petition shall conform to the requirements of s. 8.40.

(4) NOTICE OF PROPOSED ANNEXATION. (a) **An annexation under sub. (3) shall be initiated by publishing in the territory proposed for annexation a class 1 notice,** under ch. 985, of intention to circulate an annexation petition. The notice shall contain:

1. A statement of intention to circulate an annexation petition.
2. A legal description of the territory proposed to be annexed and a copy of a scale map.
3. The name of the city or village to which the annexation is proposed.
4. The name of the town or towns from which the territory is proposed to be detached.
5. The name and post-office address of the person causing the notice to be published who shall be an elector or owner in the area proposed to be annexed.
6. A statement that a copy of the scale map may be inspected at the office of the town clerk for the territory proposed to be annexed and the office of the city or village clerk for the city or village to which the territory is proposed to be annexed.

(b) The person who has the notice published shall serve a copy of the notice, within 5 days after its publication, upon the clerk of each municipality affected, upon the clerk of each school district affected and upon each owner of land in a town if that land will be in a city or village after the annexation. Service may be either by personal service or by certified mail with return receipt requested. If required under sub. (6) (a), a copy of the notice shall be mailed to the department as provided in that paragraph.

(5) ANNEXATION PETITION. (a) An annexation petition under this section shall state the purpose of the petition, contain a legal description of the territory proposed to be annexed and have attached a scale map. The petition shall also specify the population of the territory. In this paragraph, "population" means the population of the territory as shown by the last federal census, by any subsequent population estimate certified as acceptable by the department or by an actual count certified as acceptable by the department.

(b) No person who has signed a petition may withdraw his or her name from the petition. No additional signatures may be added after a petition is filed.

(c) The circulation of the petition shall commence not less than 10 days nor more than 20 days after the date of publication of the notice of intention to circulate. The annexation petition is void unless filed within 6 months of the date of publication of the notice.

(6) DEPARTMENT REVIEW OF ANNEXATIONS. (a) *Annexations within populous counties.* No annexation proceeding within a county having a population of 50,000 or more is valid unless the person publishing a notice of annexation under sub. (4) mails a copy of the notice to the clerk of each municipality affected and the department, together with any fee imposed under s. 16.53 (14), within 5 days of the publication. The department shall within 20 days after receipt of the notice mail to the clerk of the town within which the territory lies and to the clerk of the proposed annexing village or city a notice that states whether in its opinion the annexation is in the public interest or is against the public interest and that advises the clerks of the reasons the annexation is in or against the public interest as defined in par. (c). The annexing municipality shall review the advice before final action is taken.

(b) *Alternative dispute resolution.* The department shall make available on its public Web site a list of persons who identify themselves to the department as professionals qualified to facilitate alternative dispute resolution of annexation, boundary, and land use disputes. Persons identifying themselves to the department as qualified professionals shall submit to the department a brief description of their qualifications, including membership in relevant professional associations and certifications in areas such as planning and alternative dispute resolution. The department may edit the descriptions for inclusion on the list using any criteria that, in the department's determination, is appropriate. The department may include with the list a disclaimer that the department is not responsible for the accuracy of the descriptions, and that inclusion of a person on the list does not represent endorsement by the department. The department may include links from the list to other websites, such as those of relevant professional associations and county dispute resolution centers.

(c) *Definition of public interest.* For purposes of this subsection "public interest" is determined by the department after consideration of the following:

1. Whether the governmental services, including zoning, to be supplied to the territory could clearly be better supplied by the town or by some other village or city whose boundaries are contiguous to the territory proposed for annexation which files with the circuit court a certified copy of a resolution adopted by a two-thirds vote of the elected members of the governing body indicating a willingness to annex the territory upon receiving an otherwise valid petition for the annexation of the territory.

2. The shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city.

(d) *Direct annexation by unanimous approval.* 1. Upon the request of the town affected by the annexation, the department shall review an annexation under sub. (2) to determine whether the annexation violates any of the following, provided that the town submits its request to the department within 30 days of the enactment of the annexation ordinance:

a. The requirement under sub. (2) regarding the contiguity of the territory to be annexed with the annexing city or village.

b. The requirement under sub. (14) (b).

2. Following its review, and within 20 days of receiving the town's request, the department shall send a copy of its findings to any affected landowner, the town affected by the annexation, and the annexing city or village. If the department does not complete its review and send a copy of its findings within 20 days of receiving the town's request, the effect on the town and the annexing city or village shall be the same as if the department found no violation

of the requirements specified in subd. 1. If the department finds that an annexation violates any requirement specified in subd. 1., the town from which territory is annexed may, within 45 days of its receipt of the department's findings, challenge the annexation in circuit court.

3. If the town commences an action to challenge the annexation and the circuit court rules against the town, the town shall pay the court costs and the city's or village's reasonable attorney fees incurred in defending the annexation. If the town commences an action to challenge the annexation and the circuit court rules in the town's favor and upholds the town's challenge, the city or village shall pay the court costs and the town's reasonable attorney fees incurred in challenging the annexation.

(7) REFERENDUM. (a) *Notice.* 1. Within 60 days after the filing of the petition under sub. (3), the common council or village board may accept or reject the petition and if rejected no further action may be taken on the petition. Acceptance may consist of adoption of an annexation ordinance. Failure to reject the petition obligates the city or village to pay the cost of any referendum favorable to annexation.

2. If the petition is not rejected the clerk of the city or village with whom the annexation petition is filed shall give written notice of the petition by personal service or registered mail with return receipt requested to the clerk of any town from which territory is proposed to be detached and shall give like notice to any person who files a written request with the clerk. The notice shall indicate whether the petition is for direct annexation or whether it requests a referendum on the question of annexation.

3. If the notice indicates that the petition is for a referendum on the question of annexation, the clerk of the city or village shall file the notice as provided in s. 8.37. If the notice indicates that the petition is for a referendum on the question of annexation, the town clerk shall give notice as provided in par. (c) of a referendum of the electors residing in the area proposed for annexation to be held not less than 70 days nor more than 100 days after the date of personal service or mailing of the notice required under this paragraph. If the notice indicates that the petition is for direct annexation, no referendum shall be held unless within 30 days after the date of personal service or mailing of the notice required under this paragraph, a petition conforming to the requirements of s. 8.40 requesting a referendum is filed with the town clerk as provided in s. 8.37, signed by at least 20% of the electors residing in the area proposed to be annexed. If a petition requesting a referendum is filed, the clerk shall give notice as provided in par. (c) of a referendum of the electors residing in the area proposed for annexation to be held not less than 70 days nor more than 100 days after the receipt of the petition and shall mail a copy of the notice to the clerk of the city or village to which the annexation is proposed. The referendum shall be held at a convenient place within the town to be specified in the notice.

(b) *Clerk to act.* If more than one town is involved, the city or village clerk shall determine as nearly as is practicable which town contains the most electors in the area proposed to be annexed and shall indicate in the notice required under par. (a) that determination. The clerk of the town so designated shall perform the duties required under this subsection and the election shall be conducted in the town as are other elections.

(c) *Publication of notice.* The notice shall be published in a newspaper of general circulation in the area proposed to be annexed on the publication day next preceding the referendum election and one week prior to that publication.

(d) *How conducted.* The referendum shall be conducted by the town election officials but the town board may reduce the number of election officials for that election. The ballots shall contain the words "For annexation" and "Against annexation" and shall otherwise conform to the provisions of s. 5.64 (2). The election shall be conducted as are other town elections in accordance with chs. 6 and 7 to the extent applicable.

(e) *Canvass; statement to be filed.* The election inspectors shall make a statement of the holding of the election showing the whole number of votes cast, and the number cast for and against annexation, attach their affidavit to the statement and immediately file it in the office of the town clerk. They shall file a certified statement of the results in the office of the clerk of each other municipality affected.

(f) *Costs.* If the referendum is against annexation, the costs of the election shall be borne by the towns involved in the proportion that the number of electors of each town within the territory proposed to be annexed, voting in the referendum, bears to the total number of electors in that territory, voting in the referendum.

(g) *Effect.* If the result of the referendum is against annexation, all previous proceedings are nullified. If the result of the referendum is for annexation, failure of any town official to perform literally any duty required by this section does not invalidate the annexation.

(8) ANNEXATION ORDINANCE. (a) An ordinance for the annexation of the territory described in the annexation petition under sub. (3) may be enacted by a two-thirds vote of the elected members of the governing body not less than 20 days after the publication of the notice of intention to circulate the petition and not later than 120 days after the date of filing with the city or village clerk of the petition for annexation or of the referendum election if favorable to the annexation. If the annexation is subject to sub. (6) the governing body shall first review the reasons given by the department that the proposed annexation is against the public interest. An ordinance under this subsection may temporarily designate the classification of the annexed area for zoning purposes until the zoning ordinance is amended as prescribed in s. 62.23 (7) (d). Before introduction of an ordinance containing a temporary classification, the proposed classification shall be referred to and recommended by the plan commission. The authority to make a temporary classification is not effective when the county ordinance prevails during litigation as provided in s. 59.69 (7).

(b) The ordinance may annex the territory to an existing ward or may create an additional ward.

(c) The annexation is effective upon enactment of the annexation ordinance. The board of school directors in a 1st class city is not required to administer the schools in any territory annexed to the city until July 1 following the annexation.

(9) FILING REQUIREMENTS; SURVEYS. (a) The clerk of a city or village which has annexed territory shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The city or village shall also file with the county clerk or board of election commissioners the report required by s. 5.15 (4) (bg). The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district. Failure to file, record or send does not invalidate the annexation and the duty to file, record or send is a continuing one. The ordinance that is filed, recorded or sent shall describe the annexed territory and the associated population. The information filed with the secretary of administration shall be utilized in making recommendations for adjustments to entitlements under the federal revenue sharing program and distribution of funds under ch. 79. The clerk shall certify annually to the secretary of administration and record with the register of deeds a legal description of the total boundaries of the municipality as those boundaries existed on December 1, unless there has been no change in the 12 months preceding.

(b) Within 10 days of receipt of the ordinance, certificate and plat, the secretary of administration shall forward 2 copies of the ordinance, certificate and plat to the department of transportation, one copy to the department of administration, one copy to the department of revenue, one copy to the department of public instruction, one copy to the department, one copy to the depart-

ment of natural resources, one copy to the department of agriculture, trade and consumer protection and 2 copies to the clerk of the municipality from which the territory was annexed.

(c) Any city or village may direct a survey of its present boundaries to be made, and when properly attested the survey and plat may be filed in the office of the register of deeds in the county in which the city or village is located. Upon filing, the survey and plat are prima facie evidence of the facts set forth in the survey and plat.

(10) QUALIFICATIONS OF ELECTORS AND OWNERS; ELECTOR DETERMINATION. (a) Under this section, qualifications as to electors and owners shall be determined as of the date of filing a petition, except that all qualified electors residing in the territory proposed for annexation on the day of a referendum election may vote in the election. Residence and ownership shall be bona fide and not acquired for the purpose of defeating or invalidating the annexation proceedings.

(b) For purposes of this section, if a number of electors cannot be determined on the basis of reported election statistics, the number shall be determined in accordance with s. 60.74 (6).

(11) ACTION TO CONTEST ANNEXATION. (a) An action on any grounds, whether procedural or jurisdictional, to contest the validity of an annexation shall be commenced within the time after adoption of the annexation ordinance provided by s. 893.73 (2). During the action, the application of, and jurisdiction over, any county zoning in the area annexed is as provided under s. 59.69 (7).

(b) An action contesting an annexation shall be given preference in the circuit court. The court and the parties are encouraged to consider the application of s. 802.12 to an action contesting an annexation.

(c) Except as provided in sub. (6) (d) 2., no action on any grounds, whether procedural or jurisdictional, to contest the validity of an annexation under sub. (2), may be brought by any town.

(12) VALIDITY OF PLATS. If an annexation is declared invalid but before the declaration and subsequent to the annexation a plat is submitted and is approved as required in s. 236.10 (1) (a), the plat is validly approved despite the invalidity of the annexation.

(13) EFFECTIVE DATE OF ANNEXATIONS. Because the creation of congressional, legislative, supervisory and aldermanic districts of equal population is a matter of statewide concern, any annexation action that affects a tract of land that is the subject of an ordinance enacted or resolution adopted by any city during the period from January 1, 1990, to April 1, 1991, or any later date, expressing an intent to not exercise the city's authority to annex territory before April 1, 1991, or the specified later date, taken by a municipality during the period beginning on April 1 of the year commencing after each federal decennial census of population and ending on June 30 of the year commencing after that census, is effective on July 1 of the year commencing after that census or at such later date as may be specified in the annexation ordinance. This subsection first applies to annexations effective after March 31, 1991.

(14) LIMITATIONS ON ANNEXATION AUTHORITY. (a) 1. Except as provided in subd. 2., no territory may be annexed by a city or village under this section unless the city or village agrees to pay annually to the town, for 5 years, an amount equal to the amount of property taxes that the town levied on the annexed territory, as shown by the tax roll under s. 70.65, in the year in which the annexation is final.

2. No payments under subd. 1. must be made if the city or village, and the town, enter into a boundary agreement under s. 66.0225, 66.0301, or 66.0307.

(b) No territory may be annexed by a city or village under this section if no part of the city or village is located in the same county as the territory that is subject to the proposed annexation unless the

town board adopts a resolution approving the proposed annexation.

(15) LAW APPLICABLE. Section 66.0203 (8) (c) applies to annexations under this section.

History: 1973 c. 37, 90, 143, 333; 1977 c. 29 ss. 698, 1654 (8) (c); 1977 c. 187 s. 134; 1977 c. 315, 447; 1979 c. 323; 1979 c. 361 s. 112; 1983 a. 29, 189, 219; 1985 a. 225; 1987 a. 391; 1989 a. 192; 1991 a. 5, 39, 269, 316; 1993 a. 16, 247, 301, 329, 491; 1995 a. 27 ss. 3308 to 3312, 9116 (5), 9145 (1); 1995 a. 201, 225; 1997 a. 27; 1999 a. 96; 1999 a. 150 ss. 44 to 47, 49 to 60, 63 to 65; Stats. 1999 s. 66.0217; 1999 a. 182 s. 197; 2001 a. 16, 30; 2003 a. 171, 317, 327; 2007 a. 43; 2009 a. 366; 2011 a. 75, 128; 2013 a. 80; 2015 a. 55.

Cross-reference: See s. 62.071 for special provision for annexations to cities of the first class.

In ascertaining whether a petition for annexation under sub. (2) (a) [now sub. (3) (a)] has been signed by the “owners of one-half of the land” in the proposed area of attachment, acreage within the territory constituting public streets and alleys is not to be taken into account in determining the sufficiency of the petition, no matter how owned or by whom. *International Paper Co. v. Fond du Lac*, 50 Wis. 2d 529, 184 N.W.2d 834 (1971).

An annexation ordinance is not void simply because it divides the town into 2 parts. *Town of Waukechon v. Shawano*, 53 Wis. 2d 593, 193 N.W.2d 661 (1972).

Although city limits did not extend the full width of a city-owned road, property on the other side was contiguous. When the boundaries of the parcel to be annexed were drawn by the petitioning landowners, the city could not be charged with arbitrary action. *Town of Lyons v. Lake Geneva*, 56 Wis. 2d 331, 202 N.W.2d 228 (1972).

When property owners, in petitioning for annexation, divide a tract so as to control one parcel by property owners and the other by population, the 2 resulting annexations are valid. *Town of Waukesha v. City of Waukesha*, 58 Wis. 2d 525, 206 N.W.2d 585 (1973).

Abundant benefits to the state from the annexation under review, including the provision of police, fire, and solid waste disposal services and library and recreational facilities satisfied the need factor of the rule of reason. Absent unfair inducement or pressures upon the petitioners for annexation, a showing of benefits to the annexed land can be considered on the question of need. *Town of Lafayette v. City of Chippewa Falls*, 70 Wis. 2d 610, 235 N.W.2d 435 (1975).

An eligible elector and a qualified elector are identical. Chapter 6 applies to annexation referendum elector qualifications under sub. (6) [now sub. (7)]. *Washington v. Altoona*, 73 Wis. 2d 250, 243 N.W.2d 404 (1976).

Direct annexation, not otherwise in conflict with the “rule of reason,” was not invalidated because the petitioners were motivated by the desire to obtain a change in zoning of their land. *Town of Pleasant Prairie v. City of Kenosha*, 75 Wis. 2d 322, 249 N.W.2d 581 (1977).

When an action challenging annexation was filed before the sub. (10) (a) [now sub. (11) (a)] limitation ran and the plaintiff town board had given no explicit authorization for commencement of an action, the subsequent attempt to ratify the commencement of the action was a nullity. *Town of Nasewaupsee v. City of Sturgeon Bay*, 77 Wis. 2d 110, 251 N.W.2d 845 (1977).

The sub. (5) (d) [now sub. (7) (d)] ballot language requirement is directory; substantial compliance is adequate. *Town of Nasewaupsee v. Sturgeon Bay*, 146 Wis. 2d 492, 431 N.W.2d 699 (Ct. App. 1988).

Under sub. (5) (g) [now sub. (7) (g)], annexation fails in cases of a tie vote. *Town of Nasewaupsee v. Sturgeon Bay*, 146 Wis. 2d 492, 431 N.W.2d 699 (Ct. App. 1988).

Under s. 893.73 (2) “adoption” refers to the legislative body’s action of voting to approve an annexation ordinance and the statute of limitations begins to run as of that date. *Town of Sheboygan v. City of Sheboygan*, 150 Wis. 2d 210, 441 N.W.2d 752 (Ct. App. 1989).

An annexation ordinance must meet “rule of reason” requirements. Application of the rule is discussed. *Town of Menasha v. City of Menasha*, 170 Wis. 2d 181, 488 N.W.2d 128 (Ct. App. 1992).

A city could not reach across a lake to annex noncontiguous property. *Town of Delavan v. City of Delavan*, 176 Wis. 2d 516, 500 N.W.2d 268 (1993).

The prohibition in sub. (4) [now sub. (5)] of the withdrawal of names from a petition prevents the withdrawal of the entire petition. *Town of De Pere v. City of De Pere*, 184 Wis. 2d 278, 516 N.W.2d 1 (Ct. App. 1994).

A town contesting an annexation under sub. (10) [now sub. (11)] is not required to file a notice of claim under s. 893.80 against the annexing municipality. *Town of Burke v. City of Madison*, 225 Wis. 2d 615, 593 N.W.2d 822 (Ct. App. 1999), 98–0108.

A petition under sub. (5) (a) must be circulated by a qualified elector residing within the territory to be annexed. *City of Chippewa Falls v. Town Of Hallie*, 231 Wis. 2d 85, 604 N.W.2d 300 (Ct. App. 1999), 99–0832.

There are 3 prongs to the rule of reason: 1) that no arbitrary exclusions or irregularities appear in boundary lines; 2) that a need exists for the property; and 3) that the municipality commits no other misuse of discretion in the process. When direct annexation is initiated by property owners, generally, the annexing municipality is not charged with arbitrary action in drawing boundaries and the courts must be responsive to the property owners’ desires. The need requirement serves the purpose of furthering the policy favoring orderly growth of urban areas by preventing irrational gobbling up of territory. *Town of Sugar Creek v. City of Elkhorn*, 231 Wis. 2d 473, 605 N.W.2d 274 (Ct. App. 1999), 98–2514.

Separation of lands by a river does not make them noncontiguous under this section. *Town of Campbell v. City of La Crosse*, 2001 WI App 201, 247 Wis. 2d 946, 634 N.W.2d 840, 00–1914.

A municipality may not repeal an annexing ordinance already in effect by enacting a correcting ordinance. *Town of Windsor v. Village of DeForest*, 2003 WI App 114, 265 Wis. 2d 591, 666 N.W.2d 31, 02–0281.

Under the rule of prior precedence, in case of conflict between competing annexations, or between an annexation and a proceeding for the incorporation of a city or village, the proceeding first instituted has precedence, and the later one must yield. Annexation proceedings did not lose priority status when the ordinances were deemed invalid and dismissed by the circuit court but subsequently vindicated on appeal. *Town of Campbell v. City of La Crosse*, 2003 WI App 139, 266 Wis. 2d 107, 667 N.W.2d 356, 02–1150.

Section 66.021 (10) (now sub. (11)) does not prohibit an amendment to the complaint after the 90 days for filing the original complaint has run. *Town of Campbell v. City of La Crosse*, 2003 WI App 247, 268 Wis. 2d 253, 673 N.W.2d 696, 02–2541.

If the petitioners for annexation are in need of services that the town cannot provide but the city can, the need factor under the rule of reason is met. When no need is shown by the property owners, the annexing municipality must have a reasonable present or demonstrable future need for a substantial portion of the annexed territory. Whether an annexation is in the interest of the public is not one of the factors in the rule of reason and is not for the courts to decide. Even if the state issues a letter under s. 66.021 (11) (now sub. (6)) that the annexation is in the public interest, the statute requires only that the city consider it. *Town of Campbell v. City of La Crosse*, 2003 WI App 247, 268 Wis. 2d 253, 673 N.W.2d 696, 02–2541.

A municipality is not required to enact a separate annexation ordinance for each of several parcels that are the subject of separate annexation petitions under sub. (2). *Town of Baraboo v. Village of West Baraboo*, 2005 WI App 96, 283 Wis. 2d 479, 699 N.W.2d 610, 04–0980.

Sub. (2), when read together and compared with the subs. (6) and (8), does not require the village to inform the department of its intention to annex less than all of the parcels originally proposed for annexation that were submitted for the department’s review. *Town of Baraboo v. Village of West Baraboo*, 2005 WI App 96, 283 Wis. 2d 479, 699 N.W.2d 610, 04–0980.

Although an annexation petition may not be withdrawn by a petitioner once it is filed, neither sub. (2) nor *De Pere* prohibits a municipality from declining to annex a given parcel for any reason, including a petitioner’s desire not to be annexed. *Town of Baraboo v. Village of West Baraboo*, 2005 WI App 96, 283 Wis. 2d 479, 699 N.W.2d 610, 04–0980.

In rule of reason cases, there is an exception to the general rule that a municipality may not be charged with any arbitrariness in the boundaries of an owner-petitioned annexation if the municipality can be shown to have been the real controlling influence in selecting the boundaries. Providing forms to prospective annexation petitioners, preparing maps and legal descriptions for the petitions, and providing other advice and technical assistance to petitioners does not render the municipality the controlling influence behind the annexation petitions nor does arranging an informational meeting of adjacent property owners only after several property owners in the area had contacted the municipality requesting information regarding a possible annexation. *Town of Baraboo v. Village of West Baraboo*, 2005 WI App 96, 283 Wis. 2d 479, 699 N.W.2d 610, 04–0980.

Sub. (11) (c) bars a town from contesting a direct annexation by unanimous approval under sub. (2). Under sub. (11) (c) an action to “contest the validity” of an annexation includes challenging an annexation as void. Barring such town actions does not render sub. (14) (b) 1. [now sub. (14) (b)] meaningless, as it still applies to annexations other than direct annexations by unanimous approval. While it may be true that towns may not use the threat of challenging the validity of an annexation to compel payments under sub. (14) (a) 1., that does not explain why a town could not use other means of compelling a village to pay the property tax set-off it owes the town. *Town of Merrimac v. Village of Merrimac*, 2008 WI App 98, 312 Wis. 2d 754, 753 N.W.2d 552, 07–2491.

Sub. (11) (c) is unambiguous. Adopting the town’s argument that before sub. (11) (c) can act to bar a town’s suit, the city must show that the annexation under sub. (2) was valid would render the phrase “no action on any grounds, whether procedural or jurisdictional, to contest the validity of an annexation under sub. (2), may be brought by any town” meaningless. *Darbois Joint Sanitary District No. 1 v. City of Kaukauna*, 2013 WI App 113, 350 Wis. 2d 435, 838 N.W.2d 103, 12–2639.

The legislature can constitutionally provide for the annexation of territory without a referendum. 60 Atty. Gen. 294.

The rule of reason in Wisconsin annexations. Knowles, 1972 WLR 1125.

66.0219 Annexation by referendum initiated by city or village. As a complete alternative to any other annexation procedure, and subject to sub. (10) and ss. 66.0301 (6) (d) and 66.0307 (7), unincorporated territory which contains electors and is contiguous to a city or village may be annexed to the city or village under this section. The definitions in s. 66.0217 (1) apply to this section.

(1) PROCEDURE FOR ANNEXATION. (a) The governing body of the city or village to which it is proposed to annex territory shall, by resolution adopted by two-thirds of the members-elect, declare its intention to apply to the circuit court for an order for an annexation referendum, and shall publish the resolution in a newspaper having general circulation in the area proposed to be annexed, as a class 1 notice, under ch. 985. The governing body shall prepare a scale map of the territory to be annexed, showing it in relation to the annexing city or village. The resolution shall contain a description of the territory to be affected, sufficiently accurate to determine its location, the name of the municipalities directly affected and the name and post-office address of the

SECTION 84.25 (C) Conservation Zoning District.

- (a) **Intent.** This district is intended to preserve the natural state of scenic areas in the Village and to prevent the uncontested, uneconomical, and premature spread of residential and other development, and to help discourage intensive development of marginal or especially scenic lands, so as to prevent hazards to public and private property, and to avoid harm to the public good because of misuse of environmentally sensitive areas. No residential use of any kind will be allowed in this district.
- (b) **Principal Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Cultivation
 - (2) Selective Cutting
 - (3) Passive Outdoor Recreation
- (c) **Principal Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Clear Cutting
 - (2) Active Outdoor Recreation
 - (3) Essential Services
 - (4) Small Scale Public Services and Utilities
 - (5) Large Scale Public Services and Utilities
 - (6) Campground
 - (7) Communication Tower
 - (8) Large Wind Energy System
 - (9) Large Solar Energy System
- (d) **Accessory Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Landscape Feature
 - (2) On-Site Parking
 - (3) Satellite Dish
 - (4) Personal Antenna and Towers
 - (5) Communication Antenna
- (e) **Accessory Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Small Wind Energy System
 - (2) Small Solar Energy System
- (f) **Permitted Temporary Uses.** None.
- (g) **Density, Intensity, and Bulk Regulations for the (C) Conservation District.** None.
- (h) **Regulations Applicable to All Uses.** Most development will also be subject to the following requirements:
 - (1) Article VI: Overlay Zoning Districts
 - (2) Article VII: Performance Standards
 - (3) Article VIII: Landscaping Regulations
 - (4) Chapter 87: Signage Regulations

SECTION 84.26 (RH-35) Rural Holding Zoning District.

- (a) **Intent.** This district intends to permit very low density single family detached residential development at a density of no more than one dwelling unit for every 35 gross acres. This district acts as a “holding zone” to preserve productive agricultural lands in the long-term, protect existing farm operations from encroachment by incompatible uses, promote further investments in farming, and may maintain eligibility for farming incentive programs.
- (b) **Principal Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Cultivation
 - (2) Selective Cutting
 - (3) Community Garden
 - (4) Outdoor Open Space Institutional
 - (5) Passive Outdoor Recreation
 - (6) Essential Services
 - (7) Small Scale Public Services and Utilities
 - (8) Community Living Arrangement (1-8 residents) meeting the requirements of Section 84.57(h)
- (c) **Principal Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Single Family (35 acre lot)
 - (2) Husbandry
 - (3) On-Site Agricultural Retail
 - (4) Clear Cutting
 - (5) Intensive Agriculture
 - (6) Agricultural Services
 - (7) Market Garden
 - (8) Indoor Institutional
 - (9) Large Scale Public Services and Utilities
 - (10) Community Living Arrangement (9-15 residents) meeting the requirements of Section 84.57(i)
 - (11) Community Living Arrangement (16+ residents) meeting the requirements of Section 84.57(j)
 - (12) Artisan Production Shop
 - (13) Commercial Animal Boarding/Daycare
 - (14) Bed and Breakfast
 - (15) Vacation Rental Home
 - (16) Campground
 - (17) Intensive Outdoor Activity
 - (18) Production Greenhouse
 - (19) Indoor Food Production
 - (20) Indoor Storage and Wholesaling

- (21) Transit Center
 - (22) Airport
 - (23) Communication Tower
 - (24) Extraction
 - (25) Composting
 - (26) Recycling and Waste Disposal
 - (27) Sand and Mineral Processing
 - (28) Large Wind Energy System
 - (29) Large Solar Energy System
- (d) **Accessory Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
- (1) Home Occupation
 - (2) In-Home Daycare (4-8 children)
 - (3) In-Family Suite
 - (4) Farm Residence
 - (5) Residential Accessory Structure
 - (6) Nonresidential Accessory Structure
 - (7) Recreational Facility
 - (8) Landscape Feature
 - (9) Residential Kennel
 - (10) Residential Stable
 - (11) Residential Chicken Coop
 - (12) Residential Apiary
 - (13) On-Site Parking
 - (14) Company Cafeteria
 - (15) Satellite Dish
 - (16) Personal Antenna and Towers
 - (17) Communication Antenna
- (e) **Accessory Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
- (1) Accessory Dwelling Unit
 - (2) Migrant Employee Housing
 - (3) Small Wind Energy System
 - (4) Small Solar Energy System
- (f) **Temporary Uses.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
- (1) Temporary Farm Product Sales
 - (2) Temporary Outdoor Sales
 - (3) Temporary Outdoor Assembly
 - (4) Temporary Shelter Structure
 - (5) Temporary Storage Container
 - (6) Temporary On-Site Construction Storage
 - (7) Temporary Contractor's Project Office

- (8) Temporary On-Site Real Estate Sales Office
- (9) Temporary Relocatable Building
- (10) Garage or Estate Sale
- (11) Farmer’s Market (requires conditional use permit)

(g) **Density, Intensity, and Bulk Regulations for the (RH-35) Rural Holding District.**

| | Residential Uses | Nonresidential Uses |
|---|--|--|
| Maximum Lot Area | 2 acres | 2 acres |
| Minimum Lot Area | 1 acre | 1 acre |
| Minimum Lot Frontage | 50 feet | 50 feet |
| Maximum Density | 1 dwelling unit per 35 acres | N/A |
| Maximum Building Coverage of Lot | 30 percent | 30 percent |
| Minimum Landscape Surface Ratio | 50 percent | 50 percent |
| Minimum Lot Width | 150 feet | 150 feet |
| Minimum Front Setback | 30 feet | 30 feet |
| Minimum Street Side Setback | 30 feet | 50 feet |
| Minimum Side Setback | 50 feet | 50 feet |
| Minimum Rear Setback | 50 feet | 50 feet |
| Maximum Principal Building Height | 35 feet | 50 feet |
| Minimum Principal Building Separation (multi-structure developments on shared lots) | 100 feet | 100 feet |
| Minimum Pavement Setback (lot line to pavement; excludes driveway entrances) | 3 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear | 3 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear |
| Minimum Garage Door Setback to Alley (if applicable) | 8 feet for doors parallel to alley; 3 feet for door perpendicular to alley | 8 feet for doors parallel to alley; 3 feet for door perpendicular to alley |
| Minimum Parking Required | See Article III | See Article III |
| Accessory Building Side Setback | 10 feet | 10 feet |
| Accessory Building Rear Setback | 10 feet | 10 feet |
| Maximum Accessory Building Height | Lesser of 20 feet or principal building height | 20 feet |

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

- (1) Article VI: Overlay Zoning Districts
- (2) Article VII: Performance Standards
- (3) Article VIII: Landscaping Regulations
- (4) Chapter 87: Signage Regulations

SECTION 84.27 (SR-1) Single Family Residential – 1 Zoning District.

- (a) **Intent.** This district intends to preserve and enhance existing areas of very low density single family detached dwellings. Unlike the case for the (RH-35) Rural Holding District, the land use standards for this district permit primarily single-family detached residential development at an approximate density of 1 dwelling unit per acre and a variety of related institutional land uses, and are not oriented to a wide range of agricultural activities.
- (b) **Principal Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Single Family
 - (2) Selective Cutting
 - (3) Community Garden
 - (4) Outdoor Open Space Institutional
 - (5) Passive Outdoor Recreation
 - (6) Essential Services
 - (7) Small Scale Public Services and Utilities
 - (8) Community Living Arrangement (1-8 residents) meeting the requirements of Section 84.57(h)
- (c) **Principal Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Cultivation
 - (2) Clear Cutting
 - (3) Indoor Institutional
 - (4) Community Living Arrangement (9-15 residents) meeting the requirements of Section 84.57(i)
 - (5) Bed and Breakfast
 - (6) Large Wind Energy System
 - (7) Large Solar Energy System
- (d) **Accessory Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Home Occupation
 - (2) In-Home Daycare (4-8 children)
 - (3) In-Family Suite
 - (4) Residential Accessory Structure
 - (5) Nonresidential Accessory Structure
 - (6) Recreational Facility
 - (7) Landscape Feature
 - (8) On-Site Parking
 - (9) Satellite Dish
 - (10) Personal Antenna and Towers
 - (11) Communication Antenna
- (e) **Accessory Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
 - (1) Accessory Dwelling Unit

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

| | Residential Uses | Nonresidential Uses |
|---|--|--|
| Minimum Lot Area | 1 acre | 20,000 square feet |
| Maximum Density | 1 dwelling unit per acre | N/A |
| Minimum Lot Frontage | 50 feet | 50 feet |
| Maximum Building Coverage of Lot | 35 percent | 35 percent |
| Minimum Landscape Surface Ratio | 45 percent | 45 percent |
| Minimum Lot Width | 150 feet | 150 feet |
| Minimum Front Setback | 30 feet | 30 feet |
| Minimum Street Side Setback | 30 feet | 30 feet |
| Minimum Side Setback | 25 feet | 25 feet |
| Minimum Rear Setback | 50 feet | 30 feet |
| Maximum Principal Building Height | 35 feet | 35 feet |
| Minimum Principal Building Separation (multi-structure developments on shared lots) | 50 feet | 50 feet |
| Minimum Pavement Setback (lot line to pavement; excludes driveway entrances) | 3 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear | 3 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear |
| Minimum Parking Required | See Article III | See Article III |
| Minimum Garage Door Setback to Alley (if applicable) | 8 feet for doors parallel to alley; 3 feet for door perpendicular to alley | 8 feet for doors parallel to alley; 3 feet for door perpendicular to alley |
| Accessory Building Side Setback | 10 feet | 10 feet |
| Accessory Building Rear Setback | 10 feet | 10 feet |
| Maximum Accessory Building Height | Lesser of 15 feet or principal building height | 20 feet |

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

SECTION 84.28 (SR-3) Single Family Residential – 3 Zoning District.

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

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

| | Residential Uses | Nonresidential Uses |
|---|--|--|
| Minimum Lot Area | 12,000 square feet | 12,000 square feet |
| Maximum Density | 3 dwelling units per acre | N/A |
| Minimum Lot Frontage | 50 feet | 50 feet |
| Maximum Building Coverage of Lot | 45 percent | 45 percent |
| Minimum Landscape Surface Ratio | 40 percent | 40 percent |
| Minimum Lot Width | 100 feet | 100 feet |
| Minimum Front Setback | 25 feet | 25 feet |
| Minimum Street Side Setback | 25 feet | 25 feet |
| Minimum Side Setback | 12 feet | 15 feet |
| Minimum Rear Setback | 25 feet | 20 feet |
| Maximum Principal Building Height | 35 feet | 35 feet |
| Minimum Principal Building Separation (multi-structure developments on shared lots) | 24 feet | 30 feet |
| Minimum Pavement Setback (lot line to pavement; excludes driveway entrances) | 5 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear | 5 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear |
| Minimum Parking Required | See Article III | See Article III |
| Minimum Garage Door Setback to Alley (if applicable) | 8 feet for doors parallel to alley; 3 feet for door perpendicular to alley | 8 feet for doors parallel to alley; 3 feet for door perpendicular to alley |
| Accessory Building Side Setback | 10 feet | 10 feet |
| Accessory Building Rear Setback | 10 feet | 10 feet |
| Maximum Accessory Building Height | Lesser of 15 feet or principal building height | 20 feet |

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

Chapter Three: Land Use

This chapter is intended to guide land use decision-making in the Village. Long-range land use planning allows municipalities to guide development and redevelopment in a manner that maintains community character and protects sensitive environmental features.

This chapter contains a compilation of background information, goals, objectives, policies, and recommended programs to guide the future preservation and development of public and private lands in the Village of Cross Plains. It includes maps showing existing land uses and recommended future land uses.

Existing Land Use

Existing Land Use Categories

An accurate depiction of the existing land use pattern is the first step in planning for the desired future land use pattern. The set of categories below was used to prepare the existing land use map for the planning area (Map 3).

- ◆ **Agriculture/Rural:** Areas proposed for maintenance and protection as croplands, pasture, forested lands or other recognized agricultural activity. This includes provision of residential uses for the owner/tenant. Residential uses are restricted to one unit per 35 acres.
- ◆ **Single Family Residential - Exurban:** Single-family detached residential development served by individual on-site wastewater treatment (septic) systems.
- ◆ **Single Family Residential – Urban:** Single-family detached residential development served by a public water and sanitary sewer system.
- ◆ **Duplex Residential:** Areas designated for residential structures meant for occupancy by two families in two separate dwelling units. Density limits are generally established by the plan committee. This area could include condominiums, rental units, owner-occupied units, or redevelopment of existing housing into duplexes.
- ◆ **Multi-Family Residential:** Areas designated for residential structures meant to be occupied by more than two “family” units, and usually having several units per structure. This area includes rental apartments and owner-occupied condominiums.
- ◆ **Commercial:** Areas designated for development or redevelopment as retail, sales, service, office, recreational or residential uses. Access to these developments is available by walking or bicycle in addition to car traffic. These areas also include smaller shops, restaurants, and offices.
- ◆ **Government/Institutional:** Areas of governmental, educational, religious, or medical property uses. Other quasi-public organizations such as public utility facilities are included in this category.
- ◆ **Industrial:** Areas designated for manufacturing, warehousing, and uses which may require outdoor storage of materials, product or machinery. Industrial lands generally have moderate development standards and each parcel in an industrial setting should have a minimum size requirement.

LAND USE RECOMMENDATIONS SUMMARY

- ◆ Follow the recommendations shown in Maps 4a and 4b when making land use decisions.
- ◆ Promote compact residential neighborhoods to better manage the rate of community expansion, preserve farmland, maximize developable land, and protect natural resources.
- ◆ Enhance the character of the Main Street corridor by encouraging compatible new development and redevelopment.
- ◆ Use intergovernmental discussions and extraterritorial authorities to direct intensive new development such as subdivisions, commercial, and industrial development into the Village.
- ◆ Modify local land development ordinances where necessary to implement recommendations in this Plan, minimize potential land use conflicts, guide growth and development, and ensure high-quality site development.

- ◆ **Extraction:** Quarries, gravel pits, clay extraction, peat extraction and related land uses.
- ◆ **Vacant:** Open lands and vacant parcels.
- ◆ **Parks:** Areas designated as public access recreational areas. These areas may include natural areas, playgrounds, picnic areas, or other facilities to be enjoyed by the general public. This category does not distinguish “ownership” by governmental jurisdiction (Village, Town, County, State, or Federal).
- ◆ **Woodlands/Open Space:** Areas on the existing land use maps, identified during the planning process as being predominantly tree covered so as to create a closed canopy over a significant geographic area.
- ◆ **Detention/Infiltration:** Areas used for stormwater detention and infiltration.
- ◆ **Surface Water:** Existing navigable waters as identified on the USGS maps. Water areas include lakes, ponds, rivers, streams, creeks or any permanent bodies of water.
- ◆ **Right-of-Way:** Areas used for or owned by public transportation agencies.

Existing Land Use Pattern

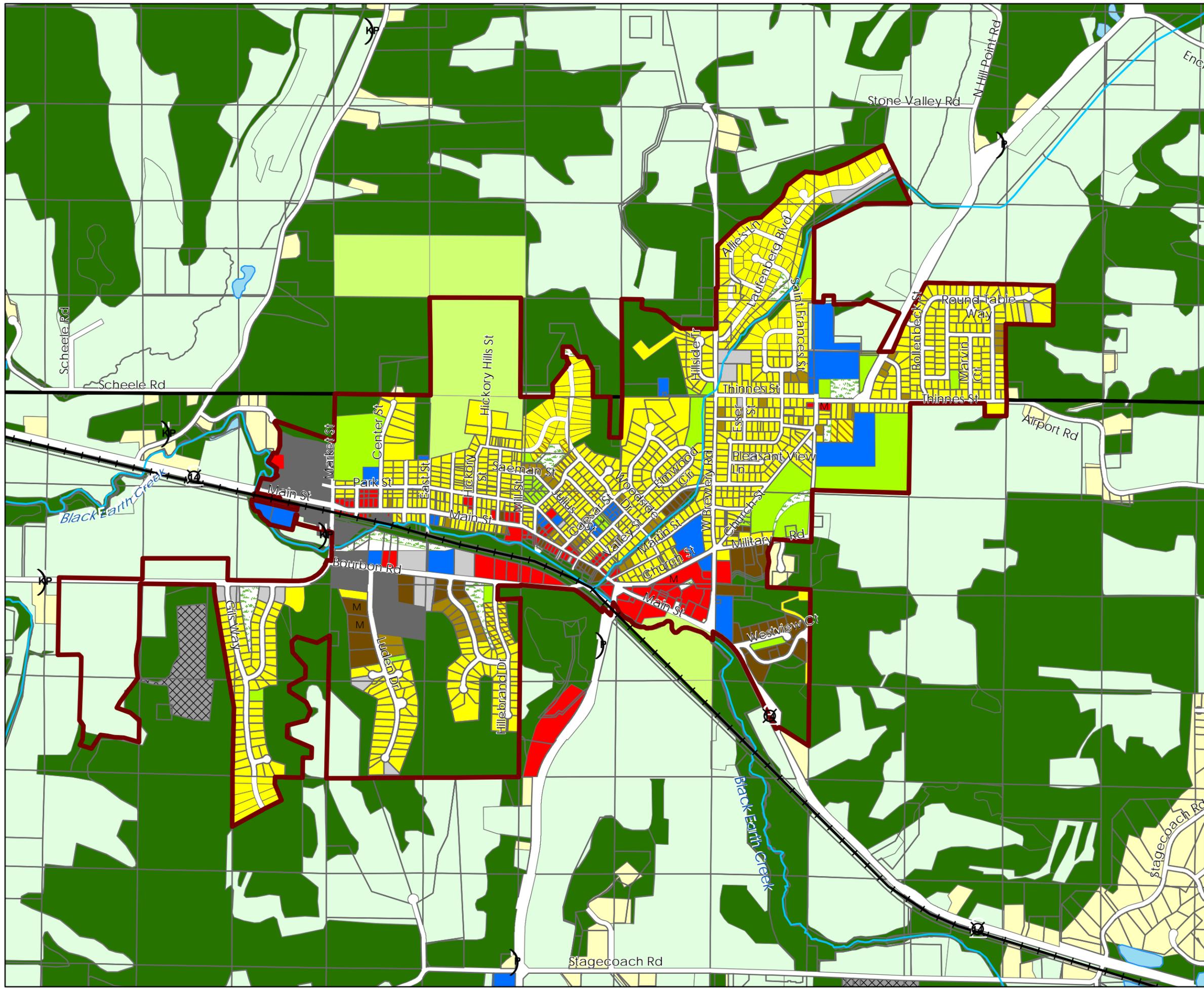
An accurate depiction of the Village’s *existing* land use pattern is the first step in planning for a desired *future* land use pattern. The Village’s consultant prepared a map of the Village’s existing land uses. Village staff and officials had an opportunity to review and suggest corrections to the existing land use map before it was finalized.

Figure 13 shows acreages for existing land uses within the village limits in 2005. As indicated, single-family residential is the primary land use with 32.4 percent (325.4 acres). The second leading land use is currently open space, with 256.6 acres (25.5 percent). Transportation is currently the third most prevalent land use (151.2 acres).

Figure 13: Existing Uses, 2005

| Land Use Type | Acres | Percentage |
|----------------------|---------------|-------------------|
| Agriculture | 64.4 | 6.4% |
| Commercial | 29.2 | 2.9% |
| Gov/Institutional | 73 | 7.3% |
| Industrial | 29.8 | 3.0% |
| Open Space | 256.6 | 25.5% |
| Parks and Rec | 25.6 | 2.5% |
| Res Duplex | 18.6 | 1.9% |
| Res Multi-Family | 30.9 | 3.1% |
| Res Single Family | 325.4 | 32.4% |
| Transportation | 151.2 | 15.0% |
| TOTAL | 1004.7 | 100% |

Village of Cross Plains
 Comprehensive Plan
 Map 3: Existing Land Use



-  Village of Cross Plains Boundary
-  Town Boundaries
-  Parcels
-  Railroads
-  Surface Water
-  Single Family Residential-Exurban
-  Single Family Residential-Urban
-  Duplex Residential
-  Multi-Family Residential
-  Commercial
-  Government/Institutional
-  Industrial
-  Extraction
-  Vacant
-  Agriculture/Rural
-  Conservancy
-  Parks
-  Woodlands/Open Space
-  Detention/Infiltration
-  Right-of-Way



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Net Residential Density

In 2000 there were 1,228 dwelling units in the Village on 415.5 acres. This works out to an average residential density of just under three dwelling units per acre.

Nonresidential Intensity

Commercial and Industrial land uses each make up 4 percent of Village land area for a total of less than 8 percent of the acreage in the Village.

Land Market Trends

Trends in the Village of Cross Plains land market suggest increasing land values and lot prices. This reflects the accelerating demand for new development in the area, and the increasing relationship between the Village and surrounding higher-priced markets. The State Department of Revenue reported an increase in the total equalized values of the Village between 2000 and 2005 from \$151,886,300 to \$296,850,500.

Raw land values have increased in the Cross Plains area over the past several years. New residential lots in the Village sell for approximately \$100,000. Land intended for commercial uses sell for between \$5.00 and \$12.00 per square foot, depending on location.

Building Permits

As depicted in Figure 14, the number of building permits for the Village of Cross Plains has increased steadily since 1998 with a high in 2002 of 52 building permits, 50 of which were residential. Assuming that those units granted permits in 2000 were not counted in the 2000 US Census, total dwelling units increased to about 1,418 through the end of 2004, a 15.5 percent increase in those 5 years. There was an average of 25 permits for single family houses issued between 1998 and 2006.

Figure 14: Recent Building Permits (1998 - 2006)

| Building Permits Use | Year | | | | | | | | | |
|-------------------------|------|------|------|------|------|------|------|------|------|--|
| | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | |
| Residential | | | | | | | | | | |
| Single-Family | 1 | 10 | 22 | 33 | 49 | 47 | 37 | 23 | 6 | |
| Duplex | | | | | 1 | | | 1 | 1 | |
| Commercial | | 1 | | | 1 | 1 | | | | |
| Municipal | | | | | 1* | | | | | |
| Total: | 1 | 11 | 22 | 33 | 52 | 48 | 37 | 24 | 7 | |

*Fire Station

Source: U.S. Census Bureau

Existing and Potential Land Use Conflicts

Existing land use conflicts in the Village mainly occur where homeowners and businesses have occasional conflicts around the issues of noise and truck traffic associated with USH 14. Proximity near vacant or significantly underutilized buildings—such as the Zander Creamery site—can create challenges to property values and enjoyment of adjacent properties as well. This *Comprehensive Plan* is focused on minimizing potential future land use conflicts through thoughtful placement of possibly conflicting new uses, high quality design, and buffering of possibly conflicting uses.

Projected Demand for Future Land Uses

The interaction of local and regional dynamics will continue to drive population change, household size, the balance of residential and non-residential uses, and the density of development in the Cross Plains area. These factors, in turn, determine the demand for land development. The following calculations assume the average number of persons per household will decrease slightly from 2.56 to 2.5 and the number of houses per acre will increase slightly from 3 to 3.5 through the planning period. The fluctuations in acreage demands are a result of these assumptions.

Because the market for land is not only driven by demand, but is also dictated by the motivations and desires of land owners and developers, it is important to factor in an allowance for uncertainty. In other words, a given parcel of land may not be available for development when the market is ripe for development. Therefore, incorporating a flexibility factor into the projection ensures that the supply of areas designated as appropriate for development will accommodate future demand. These projections utilized a 100 percent flexibility factor (i.e. total projected land use needs were doubled).

Projected non-residential demand will be distributed in 5-year increments as follows. Land in commercial uses are projected increase by 26 acres from 2005 to 2010, 25 acres from 2010 to 2015, 26 acres from 2015 to 2020, 25 acres from 2020 to 2025, and 23 acres from 2025 to 2030 – a total of roughly 125 acres of additional commercial land use demand. Land in industrial uses are projected to increase by 26 acres from 2005 to 2010, 23 acres from 2010 to 2015, 20 acres from 2015 to 2020, 18 acres from 2020 to 2025, and 15 acres from 2025 to 2030 – a total of roughly 103 acres of industrial land uses. These may include some of those uses described on the Future Land Use Map as “Office/Research”, “Light Industrial”, and “General Industrial.” This breakdown of projected commercial and industrial land uses reflects the historic balance of commercial and industrial uses in the Village, with some additional emphasis on commercial uses.

In general, agricultural land in the Village is expected to be an interim use pending development. Agricultural land uses in the Village will decline over the planning period, following current trends of agricultural land conversion in the Village. The amount of land in agricultural uses in the Village is projected to decline by roughly the amount of residential, commercial, and industrial land added to the Village every 5-years. The Village intends to work with neighboring towns to ensure that a significant portion of the land base in the Village’s extraterritorial jurisdiction remains rural and in agricultural uses.

Figure 15: Projected Land Use Demand

| | 2005- 2010 | 2010- 2015 | 2015- 2020 | 2020- 2025 | 2025- 2030 | Total |
|--|---------------|---------------|---------------|---------------|---------------|-------|
| Projected Number of New Residents | 493 | 493 | 493 | 493 | 493 | 2,465 |
| Projected Number of New Housing Units | 193 | 194 | 196 | 197 | 197 | 977 |
| New Residential Acreage Demand | 64 | 62 | 61 | 59 | 56 | 302 |
| New Non-Residential Acreage Demand | 53 | 48 | 46 | 43 | 38 | 227 |
| Land for Roads, Utilities, Stormwater Management, etc. | 24 | 23 | 22 | 21 | 20 | 110 |
| Flexibility Factor | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | |
| Total New Residential and Non-Residential Acreage Demand | 257 | 243 | 237 | 224 | 208 | 1,168 |

Future Land Use

This section of the *Plan* has the intent of guiding land use and development in the Village through the year 2030. The Future Land Use Map (Maps 4a and 4b) is the centerpiece of this chapter and the *Plan's* land use direction. Maps 4a and 4b were prepared based on an analysis of a variety of factors, including overall development trends, location and availability of vacant land in the Village, location of areas logical for future development based on existing development, environmental constraints, public and property owner input, and this *Plan's* overall vision (see Element One: Issues and Opportunities).

The Future Land Use Map and related policies described below should be used as a basis to update the Village's regulatory land use tools, such as the Zoning Map. They should also be used as a basis for all public and private sector development decisions, including those within the Village's extraterritorial jurisdiction. These include annexations, rezonings, conditional use permits, land divisions, extension of municipal utilities, and other public or private investments. Changes in land use to implement the recommendations of this *Plan* will generally be initiated by property owners and private developers. In other words, this *Plan* does not automatically compel property owners to change the use of their land.

Not all land shown for development on the Future Land Use Map will be immediately appropriate for rezoning and other land use approvals following adoption of this *Plan*. Given service demands and other factors, careful consideration to the amount, mix, and timing of development to keep it manageable and sustainable is essential. The Village advocates the phased development of land that focuses growth in areas and types that advance the vision of the community and can be efficiently served with transportation, utilities, public services, and other community facilities.

Wisconsin Statutes specifically allow cities and villages to prepare plans for lands both inside and outside their municipal boundaries—up to the edges of their extraterritorial jurisdictions. To effectively manage growth, this *Plan* identifies desirable land use patterns both within the existing Village limits and in unincorporated areas around the Village. This approach recognizes that Village (and regional) growth and economic health can be either facilitated or impeded by the patterns of growth and preservation in adjacent areas. Not surprisingly, implementing many of the land use recommendations of this *Plan* will be greatly aided by intergovernmental cooperation, with opportunities described more fully in the Intergovernmental Cooperation Element. The Village may also take unilateral action as allowed by law to attempt to carry out its land use vision.

Each of the future land use categories shown on the Future Land Use Map are described below. Each land use category description includes summarizes where that type of land uses should be promoted, the appropriate zoning districts to implement that category, policies related to future development in areas designated by that category, and overall approaches for achieving the Village's overall vision for the future.

Land Use Goals, Objectives, and Policies

Goal:

1. Ensure that the character and location of all types of land uses within the Village contribute to the general health, safety, and welfare of Cross Plains' residents and property owners.

Objectives:

1. Provide for the complete range of land uses in the Village of Cross Plains by designating areas most appropriate for such uses on the Village's Future Land Use Map.
2. Achieve a compact, efficient development pattern in the Village to enhance the provision of municipal services.
3. Ensure that all new development can be adequately served by existing municipal services and facilities before development projects are approved.
4. Through the implementation of comprehensive planning and detailed area plans, work towards achieving the highest and best use of all vacant and underutilized lands and buildings in the Village of Cross Plains.

5. Protect established, viable residential neighborhoods from intrusions by more intensive land uses, such as intensive commercial and industrial uses, through the use or zoning or mitigation measures such as buffer yards, vegetative or structural screening, high quality site planning, sound-proofing, traffic access and control of parking lot lighting are incorporated into the design.
6. Regulate development in areas which may be annexed to the Village as identified for protection in the Water Quality Corridors in order to mitigate impacts on the area streams and maintain or enhance the base flow of those streams.
7. Improve the visual quality and physical design of the Village of Cross Plains by developing and enforcing new signage, landscaping, property maintenance, site plan review, building design, parking and outdoor storage regulations.
8. Consider the visual impacts of developments during the approval process and prevent development on or near slopes and bluffs in and around the Village.
9. Enforce parks and open space requirements for new developments.
10. Encourages cooperative planning with neighboring townships and counties to ensure that urban development is guided to the Urban Service Area and that very low density rural development (one dwelling unit per 35 acres owned and a maximum lot size of 2 acres) is encouraged in areas where municipal sanitary sewer service is not available or authorized.

Policies:

1. Follow the land use recommendations that are mapped and described in this *Plan* when reviewing new rezoning requests and making detailed land use decisions.
2. Guide new development to areas adjacent to existing development and where logical extensions to streets, sewer lines, and water lines may occur.
3. Require annexation prior to urban development to ensure that such development is consistent with Village plans, zoning and subdivision design standards, and Village utility systems.
4. Encourage agricultural preservation and natural resource protection and discourage the development of unsewered subdivisions in areas of the towns within the Village's extraterritorial jurisdiction.
5. Use cooperative planning, extraterritorial zoning and other techniques to direct intensive new development—such as subdivisions, commercial development, and industrial development—to the Village as a way to relieve pressure to develop in the towns.
6. Preserve and enhance the character of the Main Street corridor by encouraging compatible new development and redevelopment.
7. Preserve architecturally, culturally, and historically significant structures, buildings, and sites.
8. Disperse mixed-residential development throughout the Village, rather than creating large concentrations of this type of development in a just a few areas.
9. Ensure that incompatible land uses are not located close to one another, or, where necessary, require adequate buffering between incompatible land uses
10. Promote road and pedestrian connections between existing and new development areas.
11. Adopt and use high-quality standards for building, site, landscape, signage, and lighting design in new development projects.
12. Protect the visual quality of major community thoroughfares by requiring all development and redevelopment along these entry corridors to include site plan and design review.
13. Modify local land development and environmental protection ordinances where necessary to implement the goals, objectives, and recommendations in this *Plan*, minimize potential land use conflicts, guide growth and development, ensure high-quality site development, and adequately protect water quality.

Residential Land Use Categories

Single Family – Exurban

Description

This future land use category is intended for single family residential development on private well and on-site waste treatment (septic) systems, generally at densities between 1 dwelling unit per acre and 1 dwelling unit per 35 acres. This area is mapped in the Village’s extraterritorial jurisdiction only, in limited areas where substantial single family residential development of this type has already occurred.

Recommended Zoning

This category is mapped in areas outside the municipal boundary, and is therefore subject to County zoning and/or in the Town of Cross Plains joint extraterritorial zoning and policies.

Policies and Programs

1. Allow land divisions in these extraterritorial jurisdiction areas where applicable zoning and the Village subdivision ordinance allows for them.
2. Consider amending the Village’s land division ordinance to limit new development to a density of one residential dwelling unit per 35 acres with a maximum lot size of 2 acres.
3. Require sensitivity towards natural resources and water quality with new development projects, including assurances that concentrations of on-site waste treatment systems will not negatively affect groundwater quality and that stormwater will be properly managed according to best practices.
4. Assure that new development in these areas does not impede the logical future extension of municipal utilities or Village growth.



Single Family – Urban

Description

This future land use category is intended for existing and planned groupings of single-family detached residences that are served by public sanitary sewer and water systems. Small public and institutional uses—such as parks, schools, churches, and stormwater facilities—may also be built on lands within this category. This category is mapped in various parts of the Village of Cross Plains where the desire is to promote or retain single family character.

Recommended Zoning

The Villages R-1 single family zoning district is the most appropriate for areas mapped in this future land use category.



Policies and Programs

1. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
2. Develop new single family residential areas in accordance with carefully-considered development plans including progressive erosion control and stormwater management techniques.
3. Pursue residential infill opportunities where feasible.
4. As maintenance and rehabilitation needs arise, work with the County, State and local lenders to assist homeowners and landlords with rehabilitation projects.
5. Refer to the Housing Element for detailed housing recommendations.

*Two-Family/ Townhouse***Description**

This designation is primarily intended to allow groupings of attached single family residences with individual entries (e.g., zero lot line homes, townhouses, rowhouses, condominiums) and duplexes that are or will be served by public sanitary sewer and water systems. Small public and institutional uses—such as parks, schools, churches, and stormwater facilities—may also be built within this designation, if appropriate zoning is granted as considered on a case by case basis. The Two-Family/Townhouse development is mapped in areas of existing development. A limited amount of Two-Family/Townhouse uses may also be included in portions of new Planned Neighborhoods.

Recommended Zoning

The Villages R-2 two-family zoning district is the most appropriate for areas mapped in this future land use category.

Policies and Programs

1. Incorporate Two-Family/Townhouse residential uses in Planned Neighborhoods.
2. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
3. As maintenance and rehabilitation needs arise, work with the County, State and local lenders to assist homeowners and landlords with rehabilitation projects.
4. Refer to the Housing Element for detailed housing recommendations.

*Mixed Residential***Description**

This future land use category is intended for a variety of residential units focused on multi-family housing (3+ unit buildings), served by public sanitary sewer and water systems. Single-family detached housing, attached single family residences with individual entries (e.g., townhouses, rowhouses), senior housing, and small public and institutional uses—such as parks, schools, churches, and stormwater facilities—may also be within lands mapped in this category, if appropriate zoning is granted as considered on a case by case basis. Mixed

Residential uses are mapped in existing multi-family development and a limited amount of multi-family housing may also be included in portions of new Planned Neighborhoods.

Recommended Zoning

The Village's RM multiple-family zoning district is the most appropriate district to implement this future land use category.

Policies and Programs

1. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
2. Encourage multiple-family residential building sizes of between 4 and 6 units. In any case, the size of the building shall be in scale with the surrounding neighborhood.
3. Meet minimum site, building, landscape, lighting, and other design standards included in the Housing Element and the zoning ordinance.
4. Discourage large concentrations of multi-family and duplex/townhouse developments. Rather, this type of development should be dispersed throughout Planned Neighborhood areas.
5. Support projects that include a strong program for maintaining the quality, value, and safety of the development over time.



Planned Neighborhood

Description

The Planned Neighborhood future land use category is intended to provide for a variety of housing choices and a mix of non-residential uses such as parks, schools, religious institutions, and small-scale shopping and service areas. They are really a collection of different land use categories listed in this chapter. Planned Neighborhoods should be carefully designed as an integrated, interconnected mix of these use categories. They are by no means intended to justify an “anything goes” land use pattern. Overall, the composition and pattern of development should promote neighborhoods that instill a sense of community with their design.



The Planned Neighborhood concept encourages a mix of Single-Family Residential – Urban, Two-Family/Townhouse Residential, Mixed Residential, Community Facilities, Parks, and Neighborhood Business uses. Maintaining a minimum of 65 percent Single Family Residential – Urban uses has the effect of dispersing higher density development throughout the community and limiting the concentration of any one type of development in any one area. Appropriate commercial uses include neighborhood-oriented shopping opportunities, such as a small grocery store, barber shop, bakery, or pharmacy; smaller employment opportunities (usually located on the edges of these neighborhoods); and educational facilities (usually elementary schools) for area residents. Large areas of Planned Neighborhood area mapped at the edge of the Village.

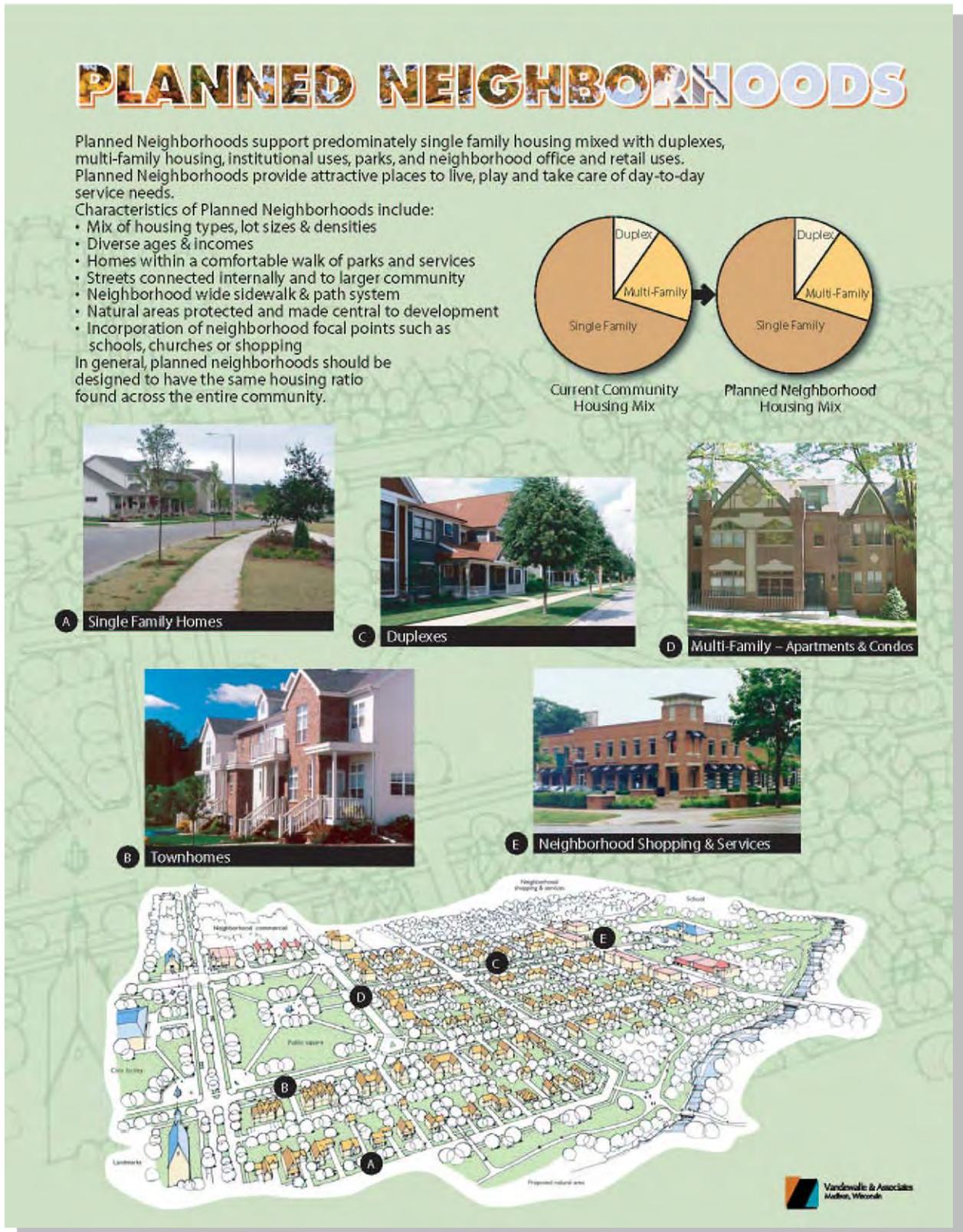
Recommended Zoning

The Village's PDD residential planned development zoning district is the most appropriate district to implement this future land use category.

Policies and Programs

1. Maintain overall residential development densities within Planned Neighborhoods of between 3 and 5 dwelling units per residential acre.
2. Accommodate a mixture of housing types, costs, and densities, while maintaining the predominance of single-family housing in the community. In Planned Neighborhoods, seek a housing mix where not less than 65 percent of all housing units are in single family detached residences, with a maximum of 15 percent of units in two-family dwellings and a maximum of 20 percent of units in multiple family dwellings.
3. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
4. Avoid rezoning any area designated for Planned Neighborhood development until public sanitary sewer and water service is available and a neighborhood development plan and specific development proposal is offered for the site.
5. Require each Planned Neighborhood to be developed following preparation of a detailed neighborhood development plan by a developer or the Village, ideally adopted as a component of the Village's *Comprehensive Plan*. Such plans shall specify land use mix, density, street layouts, open space, erosion control, and stormwater management. See Chapter Six: Housing and Neighborhood Development.
6. Develop and adopt a conservation subdivision ordinance in accordance with Wis. Stat. 66.1027.
7. Develop and adopt a traditional neighborhood zoning district ordinance to allow for implementation of the traditional neighborhood design concept.
8. Adhere to the following design objectives for Planned Neighborhood areas depicted in Figure 16:
 - ◆ Create a distinct sense of place and charming human scale. Strategies include bringing buildings close to the sidewalk and local streets; providing public focal points with public plazas, greens and squares; creating visual interest; and designating prominent building sites.
 - ◆ Connect Planned Neighborhoods internally and to adjacent areas through a network of paths, sidewalks, and streets that discourage high travel speeds but still allow access to emergency and maintenance vehicles (e.g. fire trucks and snow plows).
 - ◆ Design neighborhoods with interconnected open space systems for recreation and progressive stormwater management.
 - ◆ Integrate a mix of uses and densities within and around the neighborhood commercial centers
 - ◆ Preserve and focus attention on environmentally sensitive areas and unique natural features.
 - ◆ Lay out streets, buildings, and public open spaces which take advantage of sweeping views created by local topography.

Figure 16: Planned Neighborhoods



Non-Residential Land Use Categories

Office/ Research

Description

This future land use category is intended to facilitate high-quality office, research and development, recreational, and business park support uses (e.g., day care, hotel, health club, bank). Development will include generous landscaping, screened storage areas, and modest lighting and signage. Office/Research areas are mapped northeast of the Village along CTH P.

Recommended Zoning

The Village’s BOR office and research business zoning district is most appropriate for areas within this future land use category.

Policies and Programs

1. Future development in this designation will be served by the Village’s public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village’s subdivision ordinance.
2. Encourage the use of high quality building materials, improved window treatments, high- quality loading and storage screening devices and landscaping.
3. Ensure that future office/research development is appropriately buffered from existing and planned residential development areas.
4. Adhere to adopted site and building design guidelines for office/research projects, and ordinances on other aspects of those projects like signage, landscaping, and lighting.
5. Require that all projects submit and have approved detailed building elevations and site plans, showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting prior to development approval.



Neighborhood Business

Description

This future land use category is intended for neighborhood-scale residential, office, and neighborhood supporting institutional and commercial land uses that mainly serve the surrounding neighborhoods on public sewer, public water, and other urban services and infrastructure. There are several areas throughout the Village—general in close proximity to existing or future residential neighborhoods—that are mapped in this category.

Recommended Zoning

The Village’s BN neighborhood business zoning district is the most appropriate district to implement this future land use category.



Policies and Programs

1. Encourage neighborhood-oriented retail and service businesses in areas that will conveniently serve Village neighborhoods.
2. Require that all proposed commercial projects submit a detailed site plan, building elevations, lighting plan, grading/stormwater management plan, and signage plan prior to development approval.
3. In Neighborhood Business areas, require the use of high-quality building materials and designs that are compatible with residential areas, including residential roof materials such as shingles; generous window placements; and exterior materials such as wood, cement board, vinyl siding, brick, decorative block, stone, and other materials approved by the Plan Commission.
4. Require calm, low-key, and attractive lighting and signage that are compatible with residential areas.

*Planned Business***Description**

This future land use category includes large-scale commercial and office land uses, including national and regional retailers, which serve the entire community and people from nearby communities on public sewer, public water, and other urban services and infrastructure. Planned Business land uses are located south of Church Street west of Brewery Road.

Recommended Zoning

The Village's PDD business planned development district or the BN neighborhood business zoning district are the most appropriate districts to implement this future land use category.

Policies and Programs

1. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
2. Adhere to site, building, signage, landscaping, and lighting design guidelines for commercial, large scale retail, and mixed use development projects.
3. Adhere to established standards for highway access control, shared driveways, and cross access.
4. Require that all commercial projects submit and have approved detailed building elevations and site plans, showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting prior to development approval.
5. Prohibit the unscreened outdoor storage of equipment or materials, except for automobiles.
6. Consider the relationship between development in the Planned Business areas and existing and future development behind these sites. Avoid inhibiting future access to sites behind commercial properties and creating an unattractive appearance which will inhibit future development of these sites.
7. Encourage uses that are most appropriate for the Village's Downtown areas to develop or remain in the Downtown, rather than in locations designated as Planned Business.

*Downtown***Description**

The unique incorporation of the two hamlets into one Village created two areas of downtown character development in Cross Plains along Highway 14. These areas are intended to remain the civic, social, and commercial hub of the community. This opportunity has recently been enhanced through the revitalization planning efforts along Highway 14.

This category is intended for a mix of retail, commercial service, office, institutional, governmental, and residential (mainly upper stories) uses arranged in a pedestrian-oriented environment with on-street parking;

minimal front and side yard building setbacks; and building designs, materials, placement, and scale that are compatible with the character of existing development. The Downtown future land use category is mapped over the historic Downtown areas.

Recommended Zoning

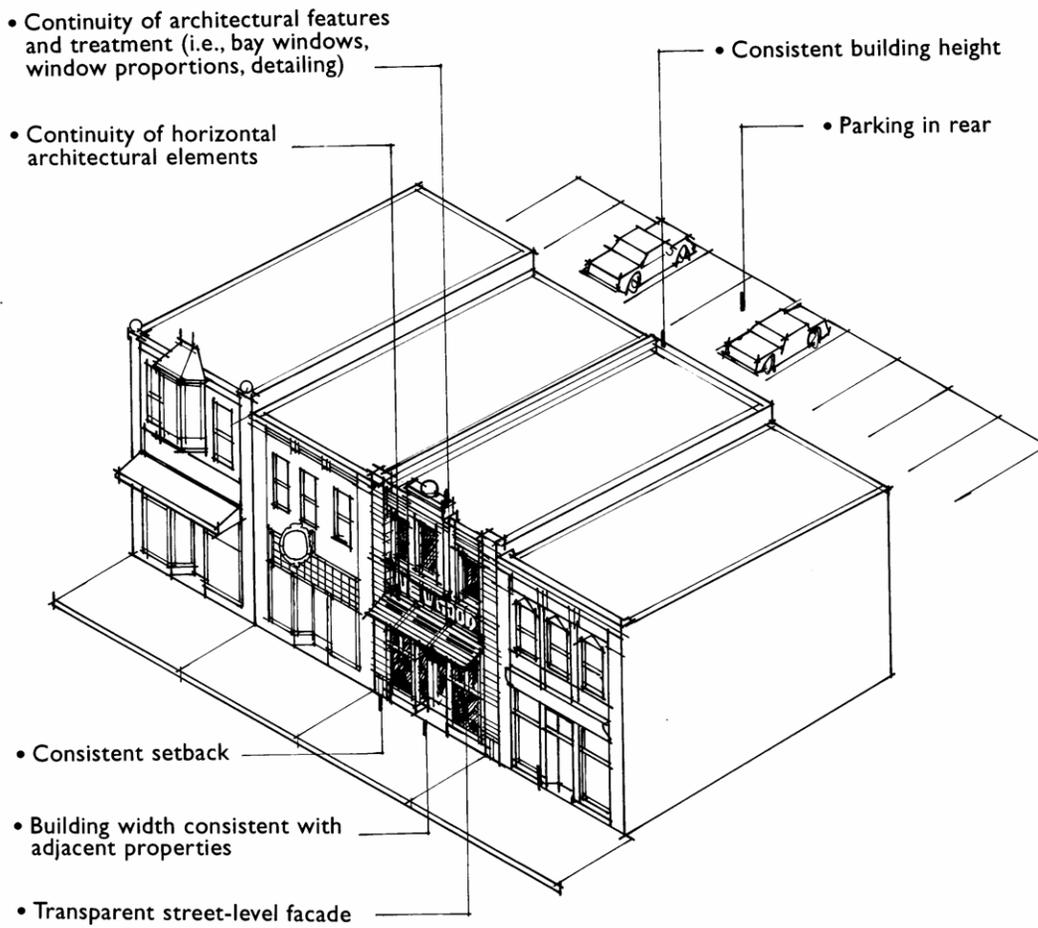
While the Village's BC(O) central business overlay zoning district will accommodate this future land use category, the Village should consider adopting a stand alone downtown zoning district to implement this future land use category.

Policies and Programs

1. Follow the recommendations of the Cross Plains Downtown Revitalization Plan, which provides additional detail on desired future land uses along Highway 14 in the Village.
2. Preserve the architectural and historic character of the Downtown areas and buildings by requiring that new development, expansions, and exterior renovations comply with general design standards in the Downtown Revitalization Plan.
3. Grant development approvals only after submittal, public review, and approval or site, landscaping, building, signage, lighting, stormwater, erosion control, and utility plans.
4. Encourage commercial developments that are most appropriate for the historic Downtown areas to locate or remain there, rather than in other business districts in the Village.
5. Promote the expansion, retention, and upgrading of specialty retail, restaurants, financial services, offices, professional services, residential, and community uses through marketing, investment and incentive strategies.
6. Adopt a central business zoning district to preserve the character of Downtown areas consistent with the characteristics of Figure 17 and the guidelines identified in "Cross Plains Main Street Design Standards" including use, two story minimums, and "build to lines".



Figure 17: Appropriate Historic Downtown Development



Planned Mixed Use

Description

This future land use category is intended to facilitate a carefully controlled mix of commercial and residential uses on public sewer, public water, and other urban services and infrastructure. This category advises a carefully designed blend of Planned Business, Light Industrial, Mixed Residential, and Community Facilities land uses. Planned Mixed Use land uses are focused along Bourbon Road.



Recommended Zoning

The Village’s PDD business planned development zoning district is the most appropriate district to implement this future land use category.

Policies and Programs

1. Carefully review all projects in Planned Mixed Use areas to ensure an appropriate mix of uses which are compatible with neighboring properties and the Village’s vision for the area. The precise mix of uses and zoning districts should be at the Village’s discretion, rather than the property owner.
2. Future development in this designation will be served by the Village’s public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village’s subdivision ordinance.
3. Grant development approvals only after submittal, public review, and approval or site, landscaping, building, signage, lighting, stormwater, erosion control, and utility plans.
4. In Planned Mixed Use areas, require the use of high-quality building materials and designs as approved by the Plan Commission.
5. Adhere to established standards for highway access control, shared driveways, and cross access.

Light Industrial

Description

This future land use category is intended to facilitate indoor-oriented manufacturing, warehousing, and distribution land uses with moderate landscaping and signage, served by public sewer, public water, and other urban services and infrastructure. Light Industrial areas are mapped northeast of the Village east of CTH P and on the west side of the Village on Main Street.



Recommended Zoning

While the Village’s I industrial zoning district will accommodate this future land use category, the Village should consider adopting a new light industrial zoning district.

Policies and Programs

1. As opportunities for reinvestment and redevelopment of existing industrial properties occur, improve the appearance of building facades exposed to the public view, including loading docks and storage areas.
2. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
3. Encourage the use of high quality building materials, improved window treatments, high- quality loading and storage screening devices and landscaping.
4. Ensure that future industrial development is appropriately buffered from existing and planned residential development areas.
5. Adhere to adopted site and building design guidelines for industrial projects, and ordinances on other aspects of those projects like signage, landscaping, and lighting.
6. Require that all industrial projects submit and have approved detailed building elevations and site plans, showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting prior to development approval.
7. Enforce the Performance Standards outlined in the zoning ordinance to limit the impact of Light Industrial land uses on adjacent and nearby property, including limits on excessive, noise, odor, glare, vibration, storage of hazardous and/or waste materials, and emanations of solid, liquid, and gaseous waste products.
8. Consider adopting a new light industrial zoning district to implement this future land use category.

*General Industrial***Description**

This future land use category includes indoor manufacturing, warehousing, distribution, and office uses, often with significant outdoor storage or processing of materials. New development should adhere to high-quality building design, generous landscaping, modest lighting, screened storage and processing areas, and limited and attractive signage. These areas should be located near arterial roads and away from existing or planned residential areas and high visibility community gateways whenever possible. The Village has not mapped any specific areas in this category at this time. Instead, the Village will consider applications for rezoning and *Plan* amendment for general industrial uses on a case-by-case basis.

Recommended Zoning

The Village's I industrial zoning district is most appropriate for areas within this future land use category.

Policies and Programs

1. As opportunities for reinvestment and redevelopment of existing industrial properties occur, improve the appearance of building facades exposed to the public view, including loading docks and storage areas.
2. Future development in this designation will be served by the Village's public sanitary sewer and water systems and comply with the erosion and stormwater management requirements of the Village's subdivision ordinance.
3. Encourage the use of moderate quality building materials, improved window treatments, effective loading and storage screening devices and landscaping.
4. Ensure that future industrial development is appropriately buffered from existing and planned residential development areas.
5. Adhere to adopted site and building design guidelines for industrial projects, and ordinances on other aspects of those projects like signage, landscaping, and lighting.

6. Require that all industrial projects submit and have approved detailed building elevations and site plans, showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting prior to development approval.
7. Enforce the Performance Standards outlined in the zoning ordinance to limit the impact of General Industrial land uses on adjacent and nearby property, including limits on excessive, noise, odor, glare, vibration, storage of hazardous and/or waste materials, and emanations of solid, liquid, and gaseous waste products.

Community Facilities

Description

This future land use category is designed to facilitate large-scale public buildings, schools, religious institutions, power plants and substations, hospitals, and special care facilities. The Future Land Use Map generally shows existing locations of such facilities. Future small-scale institutional uses may also be located in areas planned for residential, commercial, office, industrial, or mixed uses, while larger-scale institutional uses should generally be avoided in planned residential areas.

Recommended Zoning

While community facilities are conditional uses in all zoning districts, the Village should consider adopting an institutional or community facilities zoning district to implement this future land use category.

Policies and Programs

1. Require and review a detailed site and operations plan before new or expanded institutional uses are approved.
2. Existing residential uses shall be adequately buffered from the institutional use via the use of decorative fencing, vegetative screening, berms or similar features.
3. Existing institutional uses shall work with the surrounding neighborhood to discuss potential long-term expansion plans and how these plans would impact the area. Pre-identified institutional expansion areas shall be delineated by institutions whenever possible to minimize the potential for future land use conflicts.
4. As a general rule, institutional uses should not generate on-street parking in residential neighborhoods. All parking needs for institutional uses should be met on-site.
5. Institutional uses shall be designed to be easily served by transit vehicles.
6. Continue to work with the Middleton-Cross Plains School District to coordinate uses and activities on district-owned land.
7. Encourage collaboration among the Public Works, Fire, and Police Department, and other providers of Village services, on accommodating future service needs, as described in greater detail in the Utilities and Community Facilities Element.
8. Adopt an institutional or community facilities zoning district to implement this future land use category. Such a district should allow major public and quasi-public uses such as cemeteries, municipal buildings, parks, and schools.



Rural/Environmental Land Use Categories

Agriculture/Rural

Description

The Agriculture/Rural future land use category is established and mapped on Maps 4a and 4b within the Village's extraterritorial jurisdiction to preserve productive agricultural and forest lands in the long-term, protect existing farm operations from encroachment by incompatible uses, promote further investments in farming, and maintain farmer eligibility for incentive programs.

This category focuses on lands actively used for farming, with productive agricultural soils, with topographic conditions suitable for farming, and with long-term suitability for farming. This category also includes scattered open lands and woodlots, farmsteads, agricultural-related uses, such as implement dealerships, associated home occupations and small family businesses which do not interfere with the interests of nearby property owners, small-scale forest production and processing, and limited single-family residential development at densities at or below one home per 35 acres, with a maximum lots size of 2 acres.

Recommended Zoning

These lands are subject to Town zoning or joint extraterritorial zoning, and should generally be zoned for exclusive agricultural use.

Policies and Programs

1. Continue to act as an approval authority on proposed land divisions within the Village's extraterritorial jurisdiction to help assure the implementation of this desired future land use designation.
2. Support land developments in this area only where clearly related to the description above and where proposed housing (or other non-farm use) is at very low densities.
3. Do not extend sanitary sewer service or public water service into Agriculture/Rural areas until and unless the Village changes the future land use category for such areas through a *Comprehensive Plan* amendment.
4. Work with the adjoining Towns and County to achieve these policies and programs in a cooperative manner.

Parks

Description

This category generally includes publicly-owned land designated as Village parks or other recreational facilities owned by public or non-profit agencies. Some Park areas may also be accommodated within other land use categories, such as in Single Family Residential – Urban areas and Planned Neighborhoods.

Recommended Zoning

While parks are conditional uses in all zoning districts, the Village should consider adopting an institutional or community facilities zoning district to implement this future land use category.

Policies and Programs

1. Continue to review the Village's park impact ordinance to ensure that new residential development provides public park and recreational facilities, or fees in lieu of such facilities, following State statutory requirements.
2. Follow the Village's Parks and Open Space Plan when making decisions related to the park system, and update that plan every five years.



3. Ensure that all land use decisions take into consideration the recommendations included in the Utilities and Community Facilities Element of this *Plan*.
4. Design future planned neighborhoods around and with access to environmental corridors and Parks areas without negatively affecting them from an environmental standpoint.

Conservancy

Description

This category generally includes publicly-owned land designated as State or County natural areas or other recreational facilities. Conservancy is mapped along Black Earth Creek through the Village and conservation-owned land.

Recommended Zoning

The Village’s C conservancy zoning district is most appropriate for areas within this future land use category.

Policies and Programs

1. Continue to work with local and state agencies and organizations to protect sensitive natural areas.
2. Ensure that future development is appropriately buffered from existing and planned Conservancy areas.
3. Continue to work with WisDNR, Dane County, and others to coordinate possible connections between public recreation areas and the Village.
4. Ensure that all land use decisions take into consideration the recommendations included in the Agricultural, Natural, and Cultural and Community Facilities Elements of this *Plan*.
5. Low impact harvesting for conservation areas; if no special restriction.
6. Allow low impact timber harvesting in Conservancy areas, if no special restrictions exist.



Woodlands

Description

This category generally includes tracts of woodlands and scattered open space lands. Woodlands are mapped throughout the planning area, particularly on hilltops.

Recommended Zoning

The Village’s HILL(O) hillside/hilltop protection zoning district is most appropriate for areas within this future land use category.

Policies and Programs

1. If development is proposed in areas where Woodlands have been mapped or are adjoining, the landowner or developer is responsible for determining the exact boundaries of the Woodlands and preserving these areas.
2. Continue to work with local and state agencies and organizations to protect sensitive natural areas.
3. Continue to work with WisDNR, Dane County, and others to coordinate possible connections between public recreation areas and the Village.
4. Ensure that all land use decisions take into consideration the recommendations included in the Agricultural, Natural, and Cultural and Community Facilities Elements of this *Plan*.

Environmental Corridor

Description

The Environmental Corridor category includes generally continuous open space systems based on lands that have sensitive natural resources and limitations for development. This designation includes WisDNR identified wetlands subject to existing State-mandated zoning, FEMA designated floodplains, shoreland setback areas, and slopes of 20 percent or greater. Environmental Corridor areas are generally located along the creeks.

Recommended Zoning

The Village's NR(O) natural resource protection overlay zoning district is most appropriate for areas within this future land use category.

Policies and Programs

1. New development in mapped Environmental Corridor areas should be prohibited.
2. If development is proposed in areas where environmental corridors have been mapped or are adjoining, the landowner or developer is responsible for determining the exact boundaries of the Environmental Corridor based on the wetland, floodplain, or steep slope that comprise the corridor.
3. Continue to allow existing agricultural uses (cropping, grazing, or other preexisting agricultural uses) within Environmental Corridors.

Water Quality Corridors

Description

This designation is an overlay to identify areas within the Village's extraterritorial jurisdiction where development may have particularly significant impacts on streams so that special protection measures are taken to protect stream water quality and base flow should these areas be annexed.

Recommended Zoning

See the underlying future land use category for the most appropriate Village zoning district.

Policies and Programs

See the Natural Resources section of Chapter Two: Agricultural, Natural, and Cultural Resources for policies and programs for this overlay future land use category. In addition, the policies and programs of the underlying future land use category should apply.

Other Land Use Recommendations

Opportunities for Redevelopment

There are several vacant lots and buildings within the Village's downtown area that could be put to better use. One site in particular is a high priority for redevelopment due to its size, location and potential value: the Zander's Creamery. The Creamery was closed in 2004 due to a listeria outbreak and subsequent product recall. Attempts to eliminate the source of contamination proved unsuccessful. A more detailed review of this and other redevelopment opportunities is planned as part of the Downtown BUILD project.

"Smart Growth" Areas

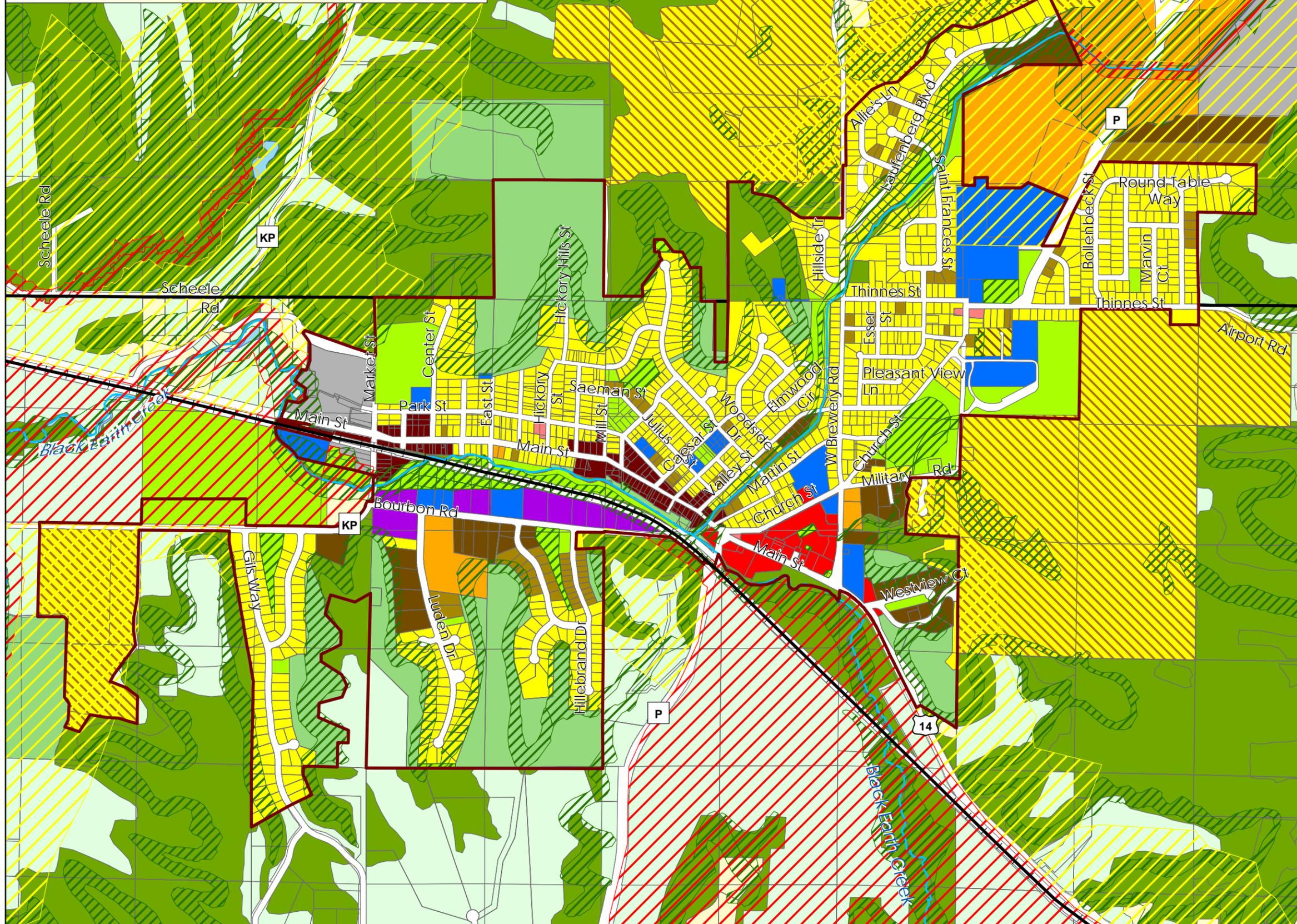
"Smart Growth" Areas are defined by the State of Wisconsin as "areas that will enable the development and redevelopment of lands with existing infrastructure and municipal, State, and utility services, where practical, or that will encourage efficient development patterns that are both contiguous to existing development and at densities which will have relatively low municipal, State governmental, and utility costs."

In Cross Plains, Smart Growth areas are located in two areas along Main Street: from CTH P to Hickory Street and Spring Street to the Village boundary. Redevelopment and infill development in these areas will not only be cost efficient, but it will help the Village enhance its image, character, and non-residential tax and job base.

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use categories and associated zoning districts may vary somewhat from representations on this map. Please see the Village's Comprehensive Plan document for specific policies related to the land use categories shown on this map. Existing (not future) land use pattern shown for adjacent towns. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified on air photos by the DNR and Dane County. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

Village of Cross Plains Comprehensive Plan

Map 4a: Future Land Use-Village View



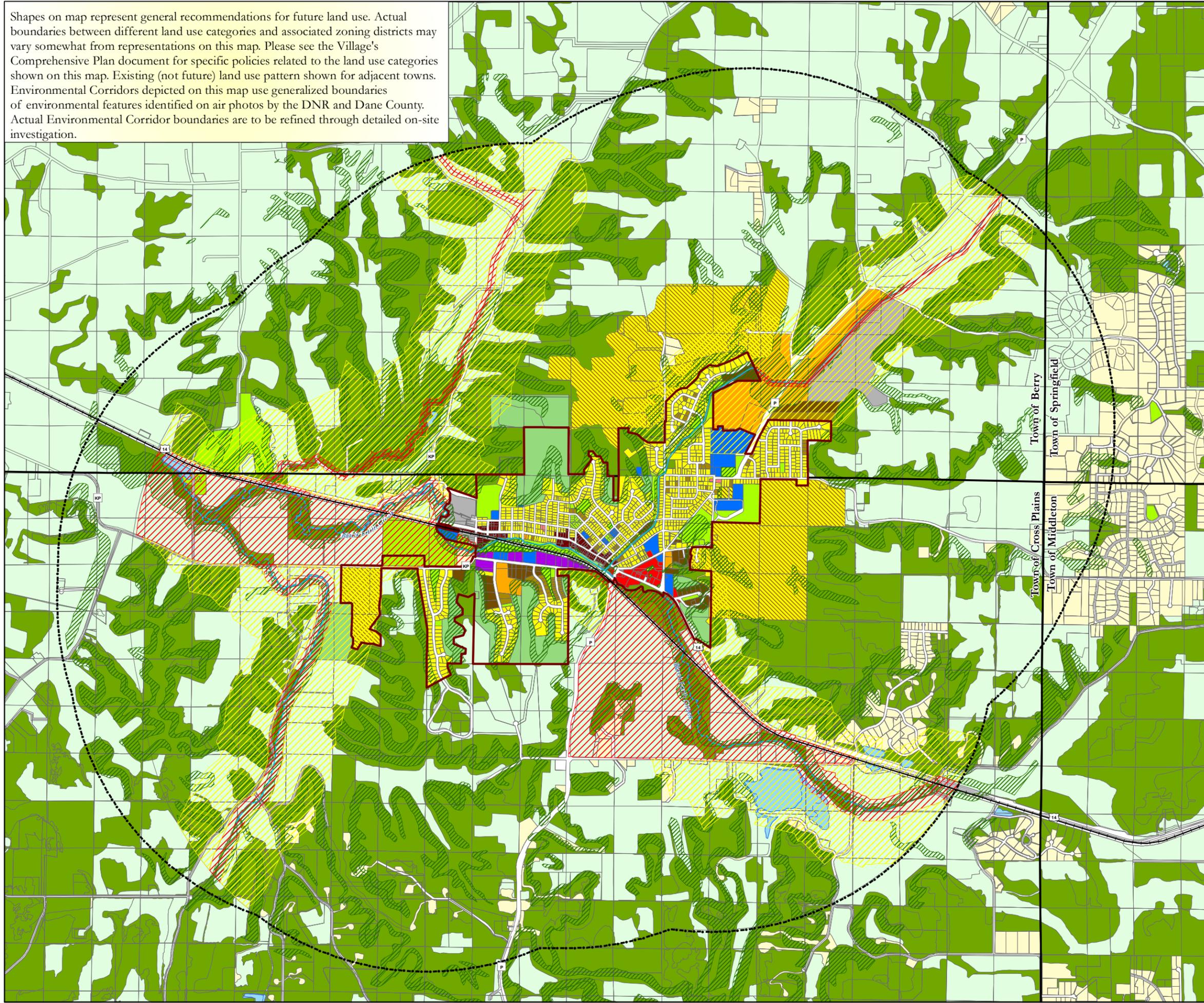
- Village of Cross Plains Boundary
- Town Boundaries
- Extraterritorial Boundary
- Parcels
- Railroads
- Surface Water
- Water Quality Corridors**
- Red Zone
- Yellow Zone
- Single Family-Exurban
- Single Family-Urban
- Two-Family/Townhouse
- Mixed Residential
- Planned Neighborhood
- 1. Single Family-Urban
 - 2. Two-Family/Townhouse
 - 3. Mixed Residential
 - 4. Community Facilities
 - 5. Office/Research
 - 6. Planned Business
 - 7. Parks
- Office/Research
- Neighborhood Business
- Planned Business
- Downtown
- Planned Mixed Use
- 1. Office/Research
 - 2. Mixed Residential
 - 3. Community Facilities
 - 4. Planned Business
- Light Industrial
- General Industrial
- Community Facilities
- Agriculture/Rural
- Parks
- Conservancy
- Woodlands
- Environmental Corridor



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Shapes on map represent general recommendations for future land use. Actual boundaries between different land use categories and associated zoning districts may vary somewhat from representations on this map. Please see the Village's Comprehensive Plan document for specific policies related to the land use categories shown on this map. Existing (not future) land use pattern shown for adjacent towns. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified on air photos by the DNR and Dane County. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

Village of Cross Plains Comprehensive Plan Map 4b: Future Land Use-ETJ View



- Village of Cross Plains Boundary
- Town Boundaries
- Extraterritorial Boundary
- Parcels
- Railroads
- Surface Water
- Water Quality Corridors**
- Red Zone
- Yellow Zone
- Single Family-Exurban
- Single Family-Urban
- Two-Family/Townhouse
- Mixed Residential
- Planned Neighborhood
- 1. Single Family-Urban
 - 2. Two-Family/Townhouse
 - 3. Mixed Residential
 - 4. Community Facilities
 - 5. Office/Research
 - 6. Planned Business
 - 7. Parks
- Office/Research
- Neighborhood Business
- Planned Business
- Downtown
- Planned Mixed Use
- 1. Office/Research
 - 2. Mixed Residential
 - 3. Community Facilities
 - 4. Planned Business
- Light Industrial
- General Industrial
- Community Facilities
- Agriculture/Rural
- Parks
- Conservancy
- Woodlands/Open Space
- Environmental Corridor



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Village of Cross Plains

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

Memorandum

To: Sundance Development, LLC
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: July 8, 2016
Re: **Sundance Property – Development Timeline**

Executive Summary

The following schedule is established in order to conform to the requirements of Chapter 82 (Annexations) and Chapter 83 (Land Division) as well as meet the Developer's expectations for completing the development review in an efficient manner. There are several phases to this process including (1) Pre-Annexation Agreement; (2) Preliminary Procedures; (3) Development Proposal; (4) Annexation Ordinance; and (5) Land Division. Please see the following regarding the proposed timeline for Development Review to work through these phases as is required.

Phase 1 – Pre-Annexation Agreement (Section 82.05) *COMPLETE*

Phase 2 – Preliminary Procedures (Section 82.03) *COMPLETE*

Phase 3

(A) *Development Proposal* – This constitutes the Preliminary Procedures (Section 82.03) and Annexation Factors (Section 82.04). The Plan Commission will conduct its review of the Proposal and make a recommendation to the Village Board. The Village Board will consider the Plan Commission's recommendation in order to make a determination on the annexation as outlined in the Proposal.

- ~~February 1, 2016~~ – This was the first meeting of the Plan Commission to present and discuss the proposal with no action considered.
- ~~March 7, 2016~~ – This was the second meeting of the Plan Commission in order to consider a recommendation on the proposal based on the presentation and discussion provided. A recommendation to approve was considered but failed, instead the proposal was tabled for additional review at future meetings.
- ~~May 2, 2016~~ – This was the third meeting of the Plan Commission in order to review the historical submittals of the three different styles of development considered for the property, address concerns of the Commission, and get direction on which style to proceed with.
- ~~June 6, 2016~~ – This was the fourth meeting of the Plan Commission to review a new concept map for development in order to address the concerns from the previous meetings based on the direction provided.

- July 11, 2016 – This will be the fifth meeting of the Plan Commission to review a revised Development Proposal that incorporates the concept map presented on June 6th which addressed the concerns from previous meetings and is based on direction provided. Following review, the desired action is to make a recommendation to the Village Board regarding the Development Proposal as presented.
- July 25, 2016 – The Village Board will take up the recommendation of the Plan Commission, conduct its review, and take action on the Proposal. If the Proposal is approved, this will serve as the Village Board’s determination that the annexation should be approved when the petition is formally filed.

(B) *USA Amendment* – Nearly all of the property proposed for annexation will need to be included as an addition to the existing USA through the prescribed amendment process facilitated through CARPC and authorized by the DNR. Village Staff will hold a preliminary meeting with CARPC and the DNR to generally discuss the project. The following schedule will then be pursued to address the amendment and is subject to change following contact with involved parties:

- July 20, 2016 – Preliminary meeting to discuss proposed project with CARPC and DNR Staff. If possible, objective would be to have CARPC and DNR Staff provide comments/questions on the proposed Development that can be addressed at a second meeting. Also want to set tentative schedule as is outlined below.
- August 17, 2016 – Second preliminary meeting to discuss proposed project with CARPC and DNR. This can be optional but ideally would be a follow up on issues from the first meeting held the previous month.
- October 14, 2016 – Preliminary Urban Service Area Amendment (USAA) Application submitted by Village to CARPC for initial review.
- November 11, 2016 – Comments/Questions on the USAA Application are returned by CARPC to the Village for follow-up.
- December 9, 2016 – Final USAA Application submitted by Village to CARPC as response to comments/questions.
- December 12, 2016 – Public Hearing notice posted.
- January 6, 2017 – Final CARPC Staff analysis complete.
- January 12, 2017 – Public Hearing and Final Action on Recommendation by CARPC.
- January 26, 2017 – Application and CARPC recommendation forwarded to DNR.
- February 10, 2017 – DNR issues Administrative Decision on USA Amendment.

Phase 4 – Annexation Ordinance (Section 82.07)

The final step in the Annexation is the consideration for an Annexation Ordinance. The Ordinance will include several contingencies before it is effective. This is outlined in Section 82.07 with the effectiveness of the annexation code. The petition for annexation will also fall within this phase as it triggers the Village’s need to respond with the ordinance all of which is prepared according to the Proposal that will be approved near the outset of this process.

- AAA – The Village Attorney will prepare a draft Ordinance for distribution to and consideration by the Developer and Village Staff. The Village Board’s acceptance of the

- ~~11/17~~ 11/17, 2016 – Developer will provide final draft of Preliminary Plat to Village for Staff Review.
- ~~11/17~~ 11/17, 2016 – The final meeting with Village Staff to review the final draft for the Preliminary Plat. Comments provided in the meeting will be addressed by the Developer as directed by the discussion.
- ~~11/17~~ 11/17, 2016 – First run of Class II Notice for U ~~11/17~~ Plan Commission meeting.
- ~~11/17~~ 11/17, 2016 – Second and final run of Class II Notice for U ~~11/17~~ Plan Commission meeting.
- ~~11/17~~ 11/17 – Final submittal of the Preliminary Plat with all final revisions and comments from the last meeting addressed. Assuming there are no outstanding issues at this point, then the Preliminary Plat shall move onto the Plan Commission.
- 11/17, 2016 – This will be the first meeting of the Plan Commission to consider a recommendation on the Preliminary Plat and ordinance to adopt zoning for the property. Plan Commission will hold a public hearing (Class II Notice), conduct its review, and make a recommendation to the Village Board.
- 11/17, 2016 – The Village Board will take up the recommendation of the Plan Commission, conduct its review, & take action on the Preliminary Plat & Zoning Ord. This date will likely be changed due to the Christmas Holiday on Sunday, December 25th.

(B) *Final Plat* – Requirements defined under Section 83.45-83.52 of the Village Code.

- December 2, 2016 – First draft of Final Plat submitted for Staff Review. May be incomplete with remainder of the information to be provided with future submittals.
- December 7, 2016 – The first meeting with Village Staff to review the draft Final Plat submitted.
- December 30, 2016 – Developer will provide final draft of Final Plat to Village for Staff Review.
- January 4, 2017 – The final meeting with Village Staff to review the final draft for the Final Plat. Comments provided in the meeting will be addressed by the Developer as directed by the discussion.
- January 31, 2017 – Final submittal of the Final Plat with all revisions and comments from the last meeting addressed. Assuming there are no outstanding issues at this point, then the Final Plat shall move onto the Plan Commission.
- February 5, 2017 – This will be the first meeting of the Plan Commission to consider a recommendation on the Final Plat.
- February 27, 2017 – The Village Board will take up the recommendation of the Plan Commission, conduct its review, and take action on the Final Plat.

(C) *Development Agreement (Section 83.11)* – This will be prepared by the Village Attorney to memorialize and finalize the approvals for the project overall. Review of this document will likely not need meetings with the entire Village Staff. At a minimum will include Village Administrator, Village Attorney, Developer, and Developer’s Attorney. Other individuals can

be consulted as needed but this step is typically a formality to put all actions taken on the official record.

- January 4, 2017 – First draft of Development Agreement submitted from Village to Developer for review. A month of lead time is forecasted to review these types of documents, but more can be provided if need be. No other meetings with Staff are projected but can be scheduled upon request by either party.
- January 23, 2017 – The Village Board may hold a preliminary review of the Development Agreement as an option to have advance discussion on the document if it all cannot be completed in one meeting.
- February 27, 2017 – The Village Board will conduct its review and take action on the Development Agreement.

Village Staff will continue to monitor timeline through the different phases of work and will provide updates at the completion of each milestone. Times and dates are subject to change as needed in order to move the project forward. Please be advised some topics may not be completed in one public meeting (i.e. – Village Board, Plan Commission, etc.) Adjustments may be needed also throughout the process to accommodate the different review authorities in order for them to fulfill their responsibilities.

MEMO

TO: President Andreoni and Village Board Members

RE: Sundance Development

There is a question as to whether the Village would be required to provide municipal water to the Sundance development if a lot owner's private well failed. If the answer to that question is yes, the next question becomes whether the Village would be able to install the water system and then recoup the costs by special assessing the benefitted property or properties. I believe the answer to both questions is yes.

Attached is a League of Wisconsin Municipalities Legal opinion from 1978 that is on point. Even though this opinion is not binding authority on a court, I think it gives us guidance on these issues. To summarize, the League believes that the Village would be required to provide water to a Sundance resident if the request came in. Also, the Village would be able to recoup its costs by special assessing the benefitted properties.

If the project is going to go forward with private wells, the Village has a few issues to contemplate as this project moves forward. Looking at section 64.12 of the Village Code (attached), the Village does not currently require all residents to hook into the Village water system. Instead, under (g)(1) of that section, a person must apply to the Director of Public Facilities for permission to connect. Also, under (g)(2) any property that is served by a private well which is a health hazard shall connect to the municipal water system and the property owner shall install at its cost the plumbing facilities necessary. At a worst case scenario, this would require a single landowner to pay the entire cost of bringing service to the plat just to provide service to one lot. Further, under (b) the Village Board has the ability to determine that the water service area shall not include certain areas within the corporate boundaries because of topography, elevation etc. The League opinion notes that even if the Village declares that water service is not possible to a certain area within the Village, the PSC may overrule the Village determination and order the water to be provided. However, having the Board make that determination is an option at any time, as long as it is before a request comes in.

It is very clear that if the Village decides to install municipal water to the development, the Village will be able to exercise its special assessment powers and recoup some or all of the costs of providing the service. Having said that, I can predict the situation coming up where one owner in the middle of the Plat makes a request for water. If that happens, the Village will need to run pipes past many residences in order to serve the one. Will the Village declare all residences in the Plat “benefitted parties” and provide service to all lots and then assess all lots? Will the Village require all parties benefitted to abandon their wells and hook up to the Village system immediately? Will the Village do a deferred special assessment in which owners will pay when the owner decides to hook up? Or will the Village make the one owner benefitted pay for the whole thing?

These are all issues that will come up many years from now, but I think we should try to address them now as part of the Development Agreement, and as a Covenant and Restriction recorded against all lots in the Plat. If the water is a political issue, it would be a good idea to have the Village Board follow the procedure of 64.12(b) and make a formal finding excluding the Sundance Plat from the service area.

As to the Development Agreement and the Covenants, I suggest granting the waiver from connecting to the water system as part of the Development Agreement. The Development Agreement and Covenants will also provide that the Village will not provide water service to the Plat in the future pursuant to the finding of section 64.12(b). If ordered by the PSC to provide service, or if the Board decides to provide service to the Plat in the future, then the Village will install service to the entire plat, and require all residences to immediately abandon their wells, hook up to the municipal water and be assessed their proportionate share.

This is the extreme position, and can be modified several different ways, but whatever is decided needs to be memorialized so all future owners can be put on notice. The Board may also want to require the developer to obtain a written waiver from each lot owner, upon purchase, that the owner will not object to the future special assessment, if any. This can be written into the covenant but will be better if also in writing from the owner.

At the last Board meeting there was reference to a provision in Act 55 that required Kenosha County to provide municipal water to residents outside its borders. That comment was not exactly correct. The provision in Act 55 is applicable only to Kenosha County and authorized a municipality to request the extension of water from another municipality if the requested service is not in an area that the requesting municipality served. I don't think that will be the situation with the Sundance development.

Please let me know if there are any questions about this.

- (h) **Municipal Water System.** The water system owned and operated by the Village of Cross Plains.
- (i) **Person.** An individual, occupant, property owner, firm, corporation, company, association, cooperative, organization, trust, institution, partnership, governmental agency, municipality or political entity.
- (j) **Utility.** The Village of Cross Plains Water Utility.
- (k) **Village.** The Village of Cross Plains, Dane County, Wisconsin.
- (l) **Village Board.** The Village Board of the Village.
- (m) **Water Service Lateral.** The piping from the main to the curb stop.
- (n) **Water Service Pipe.** The piping from the curb stop and the box to the point of use.
- (o) **Water System.** The potable water collection, storage, and treatment facilities and all structures, piping and appurtenances by which water is delivered to customers, except piping and fixtures inside buildings served, and service pipes from building to street main.

SECTION 64.11 State Statutes and Regulations Adopted by Reference.

- (a) **Wisconsin Statutes.** All provisions of the Wisconsin Statutes as they now exist or as they may hereinafter be amended applicable to the same subjects as regulated by this chapter are incorporated herein by reference and made a part of this chapter as if fully set forth herein.
- (b) **Wisconsin Administrative Code.** All provisions of the Wisconsin Administrative Code as they now exist or as they may hereinafter be amended applicable to the same subjects as regulated by this chapter are incorporated herein by reference and made a part of this chapter as if fully set forth herein.

SECTION 64.12 Municipal Water System.

- (a) **General.** The Village will operate and maintain a water system which shall comply with the terms of this chapter.
- (b) **Service Area.** The municipal water system service area is defined to include all lands within the corporate limits of the Village; provided, however, that the Village Board may, after public hearing and after considering the Plan Commission's recommendation thereon, determine that the water service area shall not include certain lands which, due to topography, elevation, location outside the urban service area or other inconsistency with the Village Comprehensive Plan, are deemed not suitable by the Village Board for the extension or provision of municipal water services at the time.
- (c) **Management.** The charge, management and control of the municipal water system shall be vested in the Director subject to such general control and supervisory powers of the Village Board as are prescribed under state law. The Director shall have general charge and supervision of the operation, construction,

extension and improvements to the municipal water system and all matters connected therewith, and shall comply with the terms of this chapter.

- (d) **Rules and Regulations.** The rules and regulations governing water service shall be those on file with and approved by the PSC conforming to the requirements of Ch. PSC 185, Wis. Adm. Code. In addition, the Director may recommend further rules governing the provision of water service, the consumption of water and the installation of and connection to water mains subject to the approval of the Village Board and the PSC, if so required. However, nothing contained herein shall prohibit the Director, without the approval of any other body, from creating and imposing such emergency rules and regulations as may be required to protect the water supply or the public health, safety, and welfare, which shall be effective upon such notice to the public as may be appropriate under the circumstances. In the event of a water shortage, water use restrictions may be imposed by the Director.
- (f) **Rates and Charges.** The rates and charges shall be based upon flat fees or meter readings covering such periods of time as are designated by the Village Board, as filed with and authorized by the PSC. Copies of the rates and charges shall be kept on file at the office of the Village Administrator/Clerk-Treasurer and shall be made available to the public for inspection and copying upon request. Past due charges shall be collected in accordance with the provisions of Section 66.0809, Wis. Stats.
- (g) **Connections Required.**
 - (1) **General.** Any person desiring to connect directly with any municipal water system shall make application to the Director for permission to make such connection. The Director shall not grant permission for connection where the service owned by the Utility is not of adequate size to serve the property. No work of laying or building a water line shall begin or be continued without a permit being on the premises. The property owner shall install, at his expense, suitable plumbing facilities which comply with the terms of this chapter.
 - (2) **Health Hazard.** Any property served by a private well which is a health hazard shall connect to the municipal water system, and the property owner shall install, at his expense, suitable plumbing facilities which comply with the terms of this chapter.
- (h) **Application for Connection.** Application for permission to connect to a municipal water line shall be made in writing to the Director, or his designee. The application shall be made by the owner or his representative and shall include a statement giving the exact location of the premises, the purpose for which the connection is to be used, the time when the work is to be done, and such other information as may be required by the Village Engineer or the Director. The application may be incorporated into the building permit but must be reviewed by the Director or his designee. A nonrefundable permit fee as set by the Village Board for each residential or commercial user and for an industrial user shall be

WATERWORKS # 97
February 3, 1978

Summary - WATERWORKS # 97

Under existing law, a village most likely has an obligation to extend service of its public water utility to a customer within village limits, even if customer's home is 1,000 feet from any existing main. If the village refuses to extend service, the probability that the public service commission would, on its own motion, require the extension is extremely high. The cost of the public improvement can be financed by special assessments or on a customer-financed basis.

Village Attorney W. Phil Karrmann
Village of Livingston
Post Office Building
Cuba City, WI 53807

Dear Mr. Karrmann:

A village resident is currently constructing a new private dwelling approximately 1,000 feet from any present village water service. This proposed structure will be within the corporate limits of the village. You ask whether or not the village is obligated to comply with this resident's request for an extension of village water service to the new home. Assuming an affirmative response, you further inquire whether or not the resident can be charged for the water line extension absent an ordinance authorizing it.

In Wisconsin, "[e]very public utility has the obligation, within the scope of its undertaking, to furnish its service to all who reasonably require it." City of Milwaukee v. Public Service Comm., 268 Wis. 116, 120, 66 N.W. 2d 716 (1954). To adequately satisfy this requirement, s. 61.36 expressly grants to villages the authority to reasonably extend, among other things, water mains. See also s. 196.58. The public service commission, under s. 196.02, has been generally delegated the responsibility to supervise and regulate the provision of-public utility services in the state. Consistent with this vested authority, the commission may order the furnishing of reasonable service and may require, on its own motion, extensions of service. See ss. 196.37(2) and 196.58 (5).

If your village board should determine that the extension of service would in this particular case be unreasonable, the PSC, however, could, upon investigation, lawfully overrule that

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quasi-legislative decision. Viewed in the context of prior PSC determinations, and the policy considerations underlying these administrative decisions the commission would most likely mandate the extension here, since the home in question is located within the corporate limits of the village. However, if the village board had previously, by affirmative action, defined a specific area of services within the village, and if the newly constructed home was situated outside that delineated area, the likelihood that the commission would consent to issue an order compelling the extension does decrease, although, not substantially. In these circumstances, the commission would admittedly acknowledge and give some weight to the village's prior determination, yet the commission would not be under any legal compulsion to totally yield its statutory authority in the face of the village's explicit action. Now would the commission be required to adhere to or be bound by the village's delineation of the service area.

Assuming your village has no defined service area or extension rules which are apposite here, I believe that the village has a relatively strong obligation to extend water service to the new home. Failure to voluntarily act would in all probability precipitate the commission to intercede and mandate the furnishing of water. Of course, if the new home had been constructed outside the village limits, your village would not be required to accede to the person's demand for water service, provided the village had not previously furnished water to other property owners in the immediate vicinity. However, if the village had voluntarily extended service to unincorporated areas, it could still nevertheless fix the limits of this type of public service by ordinance, relieving it of any obligation to serve beyond the area so delineated. s. 66.069 (2) (c).

Assuming the village either voluntarily furnishes or is compelled to provide water to the subject property, you further ask under what authority may the village charge the homeowner for the extension of service if there is no present ordinance governing this matter.

Without question, the village may levy a special assessment against the benefited property according to the procedure prescribed by s. 66.60. Section 66.60 (1) (a) authorizes the village board, by resolution, to:

". . . levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon such property by any municipal work or improvement; and may provide for the payment of all or any part of the cost of the worker improvement out of the proceeds of such special assessment."

Under s. 66.60, municipalities are provided the option to levy special assessments based on their police power or taxing authority. In either case, a municipality, to insure the validity of the assessment, must establish that benefits are to be conferred on the property against which the assessment is to be levied. Section 66.60 (1) (b) ostensibly seems to permit a special assessment based on the exercise of the police power to exceed the value of the benefits accruing to the

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property. However, the Wisconsin supreme court recently indicated that there must be a showing of at least some benefits conferred on the property before the court will consider any basis of any assessment to be reasonable. Matter of North Port Washington Road, 79 Wis. 2d 279, 255 N.W. 2d 521 1977).

Whether the village uses s. 66.60 or adopts an ordinance assessing the cost as provided under s. 66.62, the village's initial capital outlay can be financed by utilizing certain borrowing methods prescribed by statute. For example, the statutes expressly vest in municipalities the authority to borrow by issuance of contractor's certificates or special assessment B bonds described in s. 66.54 or to borrow on promissory notes under s. 67.12 (12). The village may allow the property owner to pay special assessments in any reasonable number of installments with interest to be charged on such amount as determined by the village board under s. 66.54. Furthermore, under certain circumstances, the payment of special assessments can be deferred under s. 66.605.

If the village is unable or unwilling (e.g., because of low customer density or extending mains through town territory) to finance the main extension by special assessment, it may consider funding the public improvement on a customer-financed basis. Whether or not this financing procedure would prove to be effective and attractive to the current applicant would depend on the likelihood of new connections to this main extension in the near future. Assuming the acceptability of this funding procedure, the village would charge the property owner who is presently requesting service the total amount equivalent to that which would have been levied under the special assessment procedure. In conjunction with the imposition of this charge, the village and the property owner initially requesting service should execute a contract providing for an appropriate rebate to him when additional customers connect to the main. To facilitate your possible use and establishment of this method of financing, I have enclosed a copy of the PSC's rules on this subject, denominated "Water Main Extension Rules."

In conclusion, the village most likely has an obligation to provide the extension of the water service. However, if it refuses to extend, the PSC may, on its own motion, require the extension. With respect to financing the proposed improvement, the village may, by special assessment, charge the customer for the net value of the benefits conferred on the property due to the extension, or, as an exercise of its police power, it may base the special assessment on any other reasonable basis. The village may use various financing techniques to pay for the construction of the proposed extension.

Very truly yours,

Burl P. Natkins
Assistant Legal Counsel
BPN-BTW:AP

League of Wisconsin Municipalities - Legal Opinions

cc village clerk

RESOLUTION NO. 18-2016

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$3,565,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Cross Plains, Dane County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of providing financial assistance to West Gateway, Inc. for construction of a mixed-use, three story building in Tax Incremental District No. 3 (the "Project") and current refunding the State Trust Fund Loan dated August 11, 2014, the State Trust Fund Loan dated November 25, 2014, and the State Trust Fund Loan dated September 3, 2015 (collectively, the "Refunded Obligations");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations (the "Refunding") for the purpose of achieving debt service cost savings;

WHEREAS, villages are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

WHEREAS, the Village adopted a resolution on July 25, 2016 directing Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the taxable general obligation promissory notes (the "Notes") to pay the cost of the Project and the Refunding;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on September 26, 2016;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on September 26, 2016;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid

requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Village Board of the Village hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$3,565,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be retained by the Village Treasurer until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2016B"; shall be issued in the aggregate principal amount of \$3,565,000; shall be dated October 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth

on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2016B, dated October 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The Village Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the Village above

the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers

whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the Village and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 10. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the

Blanket Issuer Letter of Representations previously executed on behalf of the Village and on file in the Village Clerk's office.

Section 13. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 14. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 16. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on January 4, 2017 at a price of par plus accrued interest to the date of redemption. The Village Clerk is directed to provide notice of such redemption to the Board of Commissioners of Public Lands at least 30 days prior to the date of redemption.

All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 17. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. 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 September 26, 2016.

President

ATTEST:

Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity) |

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity) |

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity) |

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|-------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity)] |

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
DANE COUNTY
NO. R-____ VILLAGE OF CROSS PLAINS \$_____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ October 20, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Cross Plains, Dane County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,565,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of providing financial assistance to West

Gateway, Inc. for construction of a mixed-use, three story building in Tax Incremental District No. 3 and refunding certain outstanding obligations of the Village, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on September 26, 2016. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2023 or on any interest payment date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new

fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Cross Plains, Dane County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF CROSS PLAINS,
DANE COUNTY, WISCONSIN

By: _____
President

(SEAL)

By: _____
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Cross Plains, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

Fiscal Agency Agreement

(See Attached)

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 20th day of October, 2016 between the Village of Cross Plains, Wisconsin ("Municipality"), and Bond Trust Services Corporation, Roseville, Minnesota, a wholly owned subsidiary of Ehlers & Associates, Inc. ("Bank" or "Fiscal Agent"), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03 and authorized by the Department of Financial Institutions of the State of Wisconsin to operate in Wisconsin pursuant to Wisconsin Statutes Section 223.12.

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$3,565,000 Taxable General Obligation Promissory Notes, Series 2016B, dated October 20, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on July 25, 2016 and September 26, 2016 (collectively, the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of March 1, 2017 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or

principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

[The Obligations due on March 1, 20__ and March 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation

or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and

vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

VILLAGE OF CROSS PLAINS, DANE
COUNTY, WISCONSIN

By _____
President

(SEAL)

Village Clerk

BOND TRUST SERVICES
CORPORATION, ROSEVILLE,
MINNESOTA
Fiscal Agent

(SEAL)

By _____
Paying Agent Administrator

Attest _____
Paying Agent Administrator

SCHEDULE A

Debt Service Schedule
\$3,565,000 Taxable General Obligation Promissory Notes, Series 2016B
of the Village of Cross Plains, Wisconsin
dated October 20, 2016

(SEE ATTACHED)

[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on March 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity) |

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity) |

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity) |

For the Term Bonds Maturing on March 1, _____

| <u>Redemption Date</u> | <u>Amount</u> |
|----------------------------|-------------------|
| _____ | \$ _____ |
| _____ | _____ |
| _____ | _____ (maturity)] |

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

Village of Cross Plains, Wisconsin
Taxable General Obligation Promissory Notes, Series 2016B
Dated October 20, 2016

NOTICE IS HEREBY GIVEN that a portion of the Notes of the above-referenced issue which mature on March 1, 20__ shall be subject to mandatory sinking fund redemption on March 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

| <u>Redemption Date</u> | <u>Principal Amount</u> | <u>CUSIP Number</u> |
|------------------------|-------------------------|---------------------|
| March 1, ____ | \$ _____ | _____ |

Such portion of the Notes will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
VILLAGE BOARD

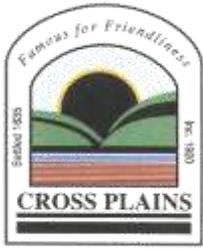
VILLAGE OF CROSS PLAINS, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.]

SCHEDULE [B/C]

(SEE ATTACHED)



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: Michael K Axon, Interim Village Administrator/Parks and Recreation Director
 Date: September 26, 2016
 Re: **2016 Budget Review Schedule**

Please note the following dates scheduled to review the 2016 Budget:

| Day | Date | Time | Meeting | Description | Action |
|-----|--------|------|---------------|--|-----------------------------------|
| Mon | Sep 26 | 7 pm | Village Board | Budget transmittal & intro from Staff to the Board | Begin Review Process |
| Mon | Oct 17 | 7 pm | Village Board | Begin detail review of budget (Meeting #1) | Presentation and discussion only. |
| Mon | Oct 24 | 7 pm | Village Board | Meeting #2 | Presentation and discussion only. |
| Mon | Nov 7 | 7 pm | Village Board | Final Review of Budget (Meeting #3) | Presentation and discussion only. |
| Mon | Nov 14 | 7 pm | Village Board | Optional Meeting #4 | Presentation and discussion only. |
| Mon | Nov 28 | 7 pm | Village Board | Public Hearing and Final Review | Adopt 2016 Budget |

Each meeting will typically begin with an update of any changes that have happened and their effect on the budget since the last meeting. The review process will begin each meeting with any budget from the previously meeting that is still incomplete. Each meeting will have an agenda that will generally outline the review objectives for the evening.

October 17 – Village Board, Municipal Court, Administration, Personnel, Elections, Finance, Assessor, Insurance, General Buildings/Plant, Contingency, Fire, EMS, Inspections, Community Development, Transfers, and TID.

October 24 – Police Department, Public Facilities, Street Lights, Refuse and Garbage Collection, Library Fund, and Parks/Recreation Fund.

November 7 – Capital Fund, Debt Service Fund, Water Utility, and Sewer Fund.

November 14 – Additional date available for further review as needed (optional).

November 28 – Village Board will hold the Public Hearing and take final action to adopt the 2016 Budget for all funds.

Village Board may change schedule based on their availability or workload as directed. This schedule is suggested in order to meet timelines to complete the review process and may be changed as needed.