PUBLIC NOTICE

PUBLIC NOTICE is hereby given that a regular meeting of the Common Council of the City of Platteville shall be held on Tuesday, January 28, 2014 at 7:00 PM in the Council Chambers at 75 North Bonson Street, Platteville, WI.

COMMON COUNCIL AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. CEREMONIAL SWEARING IN OF POLICE OFFICER – Anthony Vander Velden

- **IV. CONSIDERATION OF CONSENT CALENDAR** The following items may be approved on a single motion and vote due to their routine nature or previous discussion. Please indicate to the Council President if you would prefer separate discussion and action.
 - A. Minutes 12.11.13 Special, 1.14.14 Regular Council Meetings
 - B. Payment of Bills
 - C. Appointments to Boards & Commissions
 - D. Licenses
 - 1. One- and/or Two-year Operators' Licenses
 - 2. Taxi Drivers
 - E. Permits
 - 1. Street Closing Keystone Pkwy on May 3, 2014 from 6 AM 5 PM
 - 2. Walk National MS Society Walk on April 27, 2014
 - 3. Banner United Way from September 8, 2014 through October 31, 2014
- V. CITIZENS' COMMENTS, OBSERVATIONS and PETITIONS, if any Please limit comments to no more than five minutes

VI. REPORTS -

- A. Committee Reports (Council or Staff Representative)
 - 1. Airport Commission (Nickels) 12.9.13
 - 2. Community Safe Routes ((Steiner) 11.18.13
 - 3. Museum (Stockhausen) 11.20.13, 12.19.13
 - 4. Parks, Forestry, and Recreation (Kilian) 11.18.13
 - 5. Police & Fire Commission (Denn) 12.3.13
 - 6. Water & Sewer (Kilian, Steiner, Bonin) 12.9.13
- B. Other Reports
 - 1. Building Inspector Report
 - 2. Department Progress Reports

VII. ACTION ITEMS -

- A. Resolution 14-04 Authorizing the Issuance of a \$3,700,000 Taxable Tax Increment Project Revenue Bond (TID 5) [1.14.14]
- B. Resolution 14-05 Authorizing the Issuance and Sale of \$5,500,000 General Obligation Promissory Notes [1.14.14]

- C. 2014 2016 WPPA Union Contract [1.14.14]
- D. Southwestern Wisconsin Regional Planning Commission Contract Grant for Infrastructure for Expansion of Industrial Park [1.14.14]

VIII. INFORMATION AND DISCUSSION -

- A. Sidewalk Waiver: Culver's Restaurant 375 E. Business Hwy. 151
- B. Rental License Inspection Program, Ordinances and Fees
- C. Ordinance to Add "R-LO Limited Occupancy Residential Overlay" District as an Overlay Option on Residential Historic Districts

IX. CLOSED SESSION -

Per Wisconsin Statutes 19.85(1)(c) – Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – City Manager Employment Contract

X. ACTION ON CLOSED SESSION – City Manager Employment Contract

XI. ADJOURNMENT

If your attendance requires special accommodation, write City Clerk, P.O. Box 780, Platteville, WI 53818 or call (608) 348-9741 Option 6. www.platteville.org

PLATTEVILLE COMMON COUNCIL PROCEEDINGS DECEMBER 11, 2013

The Special Meeting of the Common Council of the City of Platteville was called to order by President Nickels at 5:32 PM in the GAR Room of the Municipal Building.

ROLL CALL

Present: Barbara Daus, Mike Denn, Ken Kilian, President Eileen Nickels, Patrice Steiner, and Barb Stockhausen. Excused: Dick Bonin.

Also present: Larry Bierke

CLOSED SESSION

<u>Motion</u> by Mike Denn, second by Patrice Steiner to adjourn to closed session per Wisconsin Statutes 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – City Manager Evaluation and Employment Contract – and come back into open session to adjourn. Motion carried 6-0 on a roll call vote with only councilors remaining for the closed session. Consensus that council leadership should present evaluation to City Manager.

ADJOURNMENT

Motion by Barb Daus, second by Barb Stockhausen to adjourn. Motion carried on a voice vote. The meeting was adjourned at 7:05 PM.

Respectfully submitted,

Barbara Daus, Alderperson

PLATTEVILLE COMMON COUNCIL PROCEEDINGS JANUARY 14, 2014

The regular meeting of the Common Council of the City of Platteville was called to order by Council President Eileen Nickels at 7:00 PM in the Council Chambers of the Municipal Building.

ROLL CALL

Present: Barbara Daus, Dick Bonin, Mike Denn, Ken Kilian, Council President Eileen Nickels, Patrice Steiner, and Barb Stockhausen. Absent: None.

PUBLIC HEARING

Ordinance 14-01 Rezone of 600 Eastside Road - Council President Nickels called the public hearing to order. Community Planning & Development Director Joe Carroll explained that this property (approximately 39.23 acres of farmland located between Eastside Road and Philips Road) was recently purchased by the City with the intent of using it for an expansion of the Industry Park. Staff is proposing to change the zoning from R-3 Multi-family Residential (inappropriate for an industry park) to M-4 Applied Technology District to match the rest of the City's industry park. The question of why the zoning of M-4 was being recommended rather than M-2 Heavy Manufacturing was asked at the last meeting. Carroll noted that the intent was to get rid of the multi-family zoning. The Comprehensive Plan shows the area as industrial and/or mixed use, so both M-4 and M-2 zonings are appropriate. The Council could decide. Plan Commission recommended approval on December 12, 2013. No public statements in favor, against, or in general. Council discussion included concern with having the majority of the industrial park zoned M-4, providing more diversification to potential businesses, and suggesting to split the zoning half M-4 and half M-2. Motion by Daus, second by Steiner to close the public hearing. Motion carried 7-0 on a roll call vote. Motion by Daus, second by Steiner to adopt Ordinance 14-01 Amending the Zoning Map for 600 Eastside Road to M-4 Applied Technology District as presented. Motion carried 5-2 on a roll call vote with Kilian and Denn voting against.

CONSIDERATION OF CONSENT CALENDAR

Daus asked to take separate action on the licenses. <u>Motion</u> by Daus, second by Denn to approve the December 10, 2013 Council Minutes; Payment of Bills in the amount of \$5,953,902.24; December Financial Report; and Appointment of Cindy Schave to the Rountree Gallery Board (3 year term). Motion carried 7-0 on a roll call vote.

<u>Motion</u> by Daus, second by Denn to approve the Temporary Class "B" Retailer's License to St Augustine Parish at 135 S Hickory Street for Newman Banquet from 6-11 PM on February 8, 2013; One-Year Operator License to Terry J Adams, Jessie J Alft, Ian J Peck, and Cody A St Michael; Two-Year Operator License to Jodi L Chapman, Alyssa K Graham, Samantha J Joynt, Martha I Knox, Tracy L Marcov, and Jennifer E Richardson; and Taxi Driver License to Angela L Rice. Motion carried 7-0 on a roll call vote.

CITIZENS' COMMENTS, OBSERVATIONS, AND PETITIONS

City Manager Larry Bierke introduced the City's new Communication Specialist, Jodie Richards.

<u>REPORTS</u>

- A. Committee Reports Meeting reports were submitted by the Airport Commission, Extraterritorial Board of Zoning Appeals, Library Board, Police & Fire Commission, Redevelopment Authority (RDA), and Water & Sewer Commission.
- B. Other Reports
 - 1. Airport December Financial Report
 - 2. City Attorney Itemized Statement
 - 3. Water & Sewer December Revenue and Expenditures

- 4. Quarterly Staffing Plan Report Final
- Department Progress Reports Written progress reports of department operations and activities were submitted by the City Manager, Community Planning & Development, Director of Administration, EMS, Museum, Police, Public Works, Recreation, and Senior Center.

ACTION ITEMS

- A. Sale of City Property Platteville Industrial Park for Family Pet Hospital City Manager Bierke explained that the PAIDC Board approved conveying the lot at 1620 Means Drive in the Industry Park to Terry Beebe at the price of \$1/acre (using the land price formula) for the construction of a new veterinary facility with construction costs estimated at \$625,000, the growth of 2 jobs over the next two years, and future tax revenue estimations of approximately \$11,000 annually. Staff recommends to approve the Purchase Agreement with the exception of paragraph 3 in Addendum pertaining to storm water management - don't believe the City should condition or limit its ability to special assess for storm water management facilities the City may construct – and recommend the Council direct Staff to counter the offer to purchase and remove the special assessment restriction. Denn stated that paragraph 2 regarding sharing closing costs should also be struck since the land is being given away at \$1/acre. Motion by Kilian, second by Daus to accept the offer to purchase the 2.71 acre lot at 1620 Means Drive, reject Paragraph 3, and have paragraph rewritten by the City. After clarification that Kilian wanted the storm water management language left in, just revised, Daus withdrew her second. Motion died for a lack of a second. Motion by Denn to accept the offer to purchase the 2.71 acre lot at 1620 Means Drive, with the exception of paragraph 2 and paragraph 3 in Addendum A. Motion died for a lack of second. Motion by Daus, second by Stockhausen to accept the Staff recommendation to counter the offer to purchase the 2.71 acre lot at 1620 Means Drive and remove paragraph 3 (special assessment restriction) in Addendum A as presented. Motion carried 6-1 on a roll call vote with Denn voting against.
- B. Development Agreement Amendment for TID 5 City Manager Bierke reviewed that several months ago the Plan Commission, City Council, and the Joint Review Board revised a portion of TID #5. In that revision, they planned that the City refinance the debt associated with TID #5 and conclude the relationship the City has with the Developer of Keystone Subdivision. Staff recommended approval of the Development Agreement that would complete the relationship with the developer, Platteville Development Group, and commit the City to refinance the remaining outstanding debt obligation as a TID revenue note. The Agreement notes that the public infrastructure proposed in the original agreement is completed and that the developer has met the obligations initially agreed upon. Motion by Steiner, second by Daus to approve the Second Amendment to Development Agreement as presented. Motion carried 7-0 on a roll call vote.
- C. Resolution 14-02 Providing for the Sale of Taxable Tax Increment Project Revenue Bonds (TID #5) City Manager Bierke explained this resolution addresses the financing necessary to pay off the developer obligation in the last agenda item. The City has negotiated a loan with American Trust Bank (who currently has the loan with the developer, Platteville Development Group). The interest rate would remain at 2.75% through 9/30/18, then adjust every five years thereafter to a fixed rate equal to the 5-year US Treasury Notes plus 2%, with an interest rate floor of 3.25% and a ceiling of 5%. Loan fee will be approximately \$11,000. Loan payments would be semi-annual with a maturity date of 9/30/25. Bierke noted that this gives the City the flexibility to extend the debt payments for 10 years as discussed when revising TID #5 (in order to use the TID as a donor to help with the downtown). There would be no prepayment penalty. Bierke noted that the dollar amount of approximately \$4,391,611.33 stated in the resolution was a figure used from October

and will need to be reduced to accommodate additional TID revenue received in 2014. <u>Motion</u> by Daus, second by Steiner to approve Resolution 14-02 Providing for the Sale of Taxable Tax Increment Project Revenue Bonds (TID#5) with a note that the dollar amount will be corrected by Staff. Motion carried 6-1 on a roll call vote with Denn voting against.

- D. Resolution 14-01 Providing for the Sale of \$5,600,000 General Obligation Promissory Notes -City Manager Bierke explained that in 2010 the City borrowed \$4,700,000 for the new Police Department and street projects using Build America Bonds through a 2009 Federal stimulus plan (City paying a higher interest rate up front, but then receiving a rebate from the Federal Government for 35% of the interest paid, resulting in a lower net interest rate that if the City would have done normal borrowing). Bond counsel included a stipulation in that bond issue that if the Federal Government would ever default on their share, we would have the right to refinance these bonds. Due to the 2013 federal budget sequester, the City is now receiving only 26.3% of the interest paid. City Financial Advisor Jeff Belongia is recommending that the remaining principal balance of \$3,800,000 be refunded for a savings in the amount of interest that will be paid. In addition to this amount, Staff is proposing to borrow \$1,800,000 of new borrowing for the cost of street improvement projects (Broadway Street Project) and storm sewer projects in the CIP and projects in the TIF districts. Discussion was held about the bike trail project and whether the \$5,600,000 dollar amount should be reduced by \$100,000 as was referenced and discussed in the staff note for Resolution 14-02. Director of Finance Duane Borgen clarified that the resolutions were related and that this resolution should be reduced by \$100,000. This will be clarified at the next meeting with the actual borrowing. Motion by Daus, second by Denn to approve Resolution 14-01 Providing for the Sale of General Obligation Promissory Notes in an amount of about, but most likely not, \$5,600,000. Motion carried 7-0 on a roll call vote.
- E. Resolution 14-03 to Combine Voting Wards and Polling Places for February 18, 2014 Primary Election City Clerk Jan Martin requested to combine the City's 8 wards and 4 polling places for the February 18, 2014 Spring Primary election. This would result in all residents voting at the National Guard Armory for this election only. The turnout is not expected to be high due to the City's At Large alderperson vacancy being the only contest on the ballot and the City is responsible for the entire cost of the election (typically the City, School District, and County share in the costs). Combining the wards and polling places would result in a savings of approximately \$3,300 which would help offset the additional cost that the City will need to absorb for this election. Daus explained that since this is a change of voting location for only District 3 residents, she had asked that the UW students be notified by email and the rest of the District 3 residents receive a postcard. Motion by Daus, second by Denn to approve Resolution 14-03 to Combine the City of Platteville Voting Wards and Polling Places for the February 18, 2014 Primary 18, 2014 Primary Election as presented. Motion carried 7-0 on a roll call vote.
- F. Loan to Pioneer Property Management for an Affordable Multi-Family Project City Manager Bierke explained that the City has been asked to consider a loan to help with an affordable multifamily housing development. Brian Fritz, 1005 Manoj Dr, from Pioneer Property Management explained that he is proposing to develop a 24-unit multi-family affordable housing community where the old radio station used to be and will be applying for Tax Credits through the WHEDA program at the end of January. With that process, one of the things involved in the competitiveness spirit of the application is the financial commitment from the community. Has met with members of the Council and is proposing a loan of \$150,000 (amortized over a 30 year term at the Long Term Applicable Federal Rate or 3%, whichever is lower with a balloon payment in year 16) instead of a grant or TIF financing that will meet his criteria for his application. He guarantees tax credits for 15 years. City Manager Bierke explained that the

proposal is to fund the loan through the fund balance. Discussion ensued. Daus noted that the RDA was supportive of this project, but could only make a loan for this project if the property was declared blighted. <u>Motion</u> by Stockhausen, second by Bonin to approve a loan for an affordable multifamily housing development in the amount of \$150,000 and amortized over a 30 year term at the Long Term Applicable Federal Rate or 3%, whichever is lower, as presented out of the Fund Balance. Motion carried 7-0 on a roll call vote.

INFORMATION AND DISCUSSION

- A. *City Hall Task Force Plan Recommendations* Per a consensus of the Council on July 2, 2013 to move forward with remodeling to fully utilize space in City Hall and assemble a Task Force to provide recommendations on how to accomplish it, a City Hall Task Force was appointed on August 13, 2014. Troy Maggied, Chairman of the City Hall Task Force, presented an overview of the meetings and discussions the group has had and presented a floor plan that proposes to have regular services (Clerk, Water & Sewer, Community Planning & Development, Recreation, and Engineering) located on the 1st floor, Council Chambers, Rountree Gallery (where the Council Chambers are currently located), conference rooms, and a community room on the 2nd floor. The Council expressed support of the proposed design. A full report will be presented to the Council at a later date.
- B. *Rental License Inspection Program, Ordinances, and Fees* Proposed changes to the rental licensing fees focuses on having a program that is more equitable and relevant to the amount of time spent on completing the inspections. Daus questioned the source of the fee amounts and requested the Rental Code Task Force minutes. CP&D Director Carroll responded that the fee amounts proposed were based on the amount of inspection time. Information and discussion next meeting.
- C. 2014-2016 Wisconsin Professional Police Association (WPPA) Union Contract Negotiated contract includes a wage increase of 1% in January, 1% in July, 1% in October for 2014 and increases of 1% in January and 1% in July for 2015 and 2016; 5 cent shift deferential increase; and updated residency requirements to comply with new state law. Action at next meeting.
- D. Southwestern Wisconsin Regional Planning Commission (SWRPC) Grant Contract Infrastructure for Expansion of Industrial Park – Proposes to contract with SWRPC for an amount not to exceed \$2,500, to apply for a matching public works grant for infrastructure for the expansion of the industrial park from the Economic Development Administration. Grant funds would be used to construct a storm water detention basin, install water and sewer mains, and construct as much of Vision Drive extension as possible. Action at next meeting.
- E. *Carmen A.J. Beining Trust* In October, the City received money distributed from the Carmen A.J. Beining Trust, \$44,303.33 each for the Parks Commission, EMS, and Rountree Gallery, and \$44,303.34 for the Rollo Jamison Museum. Staff recommends establishment of trust funds so that these funds may exist on in perpetuity. The Parks & Recreation Dept proposed using their portion of the trust to create a Parks Endowment Fund through the Community Foundation of Southwest Wisconsin and asked for Council support for a fundraiser, in conjunction with their regular sponsorship drive, challenging the community to match their donation to allow a permanent source of funding to support park improvements, recreation programs, playgrounds, and special events. There was a consensus of the Council to support the proposed brochures. Action at next meeting.
- F. Proposal to Add "R-LO Limited Occupancy Residential Overlay" District as an Overlay Option on Residential Historic Districts – Proposal initiated by Councilor Kilian to include residential historic districts in the R-LO Overlay District zoning language. Currently the Division Street and West Main Street Historic Districts located in R-3 zoning do not qualify. Information and discussion next meeting.

CLOSED SESSION

Motion by Steiner, second by Daus to adjourn to closed session per Wisconsin Statute 19.85(1)(c) – Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – City Manager Employment Contract – and come back into open session to adjourn. Motion carried 7-0 on a roll call vote.

ADJOURNMENT

Motion by Stockhausen, second by Steiner to adjourn. Motion carried on a voice vote. The meeting was adjourned at 10:50 PM.

Respectfully submitted,

Jan Martin, City Clerk

SCHEDULE OF BILLS

MOUND CITY BANK:

1/10/2014	Payroll (Net Checks)	(#54113-54124)	\$ 6,404.01
1/10/2014	Payroll (ACH Deposits)	(#134038-134157)	\$ 93,922.63
1/10/2014	Schedule of Bills	, (#54125-54135)	\$ 72,943.63
1/17/2014	Schedule of Bills	(#54136-54158)	\$ 38,500.04
1/22/2014	Schedule of Bills	(#54159-54243)	\$ 319,214.75
	Total		\$ 530,985.06

CITY OF PLATTEVILLE

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Page: 1 Jan 22, 2014 11:17am

Report Criteria:

Check.Bank No = 1

Per	Date	Check No	Рауее	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
01/14	01/10/2014	54125	AFLAC	MONTHLY PREMIUMS FLEX AFLAC Pay Period: 01/04/2014	PR0104140	1	489.81	
				MONTHLY PREMIUMS NON FLEX AFLAC INSURANCE Pay Period: 01/04/2014	PR0104140	2	367.84	857.65
г	otal 54125						857.65	
01/14 01/14	01/10/2014 01/10/2014		GRANT CTY CLERK OF CO INTERNAL REVENUE SER		1/8/2014 PR0104140	1 1	273.50 9,285.99	273.50
				FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 01/04/2014	PR0104140	2	9,285.99	
				FEDERAL INCOME TAX MEDICARE Pay Period: 01/04/2014	PR0104140	3	2,171.75	
				FEDERAL INCOME TAX MEDICARE Pay Period: 01/04/2014	PR0104140	4	2,171.75	
				FEDERAL INCOME TAX FEDERAL WITHHOLDING TAX Pay Period: 01/04/2014	PR0104140	5	14,190.30	37,105.78
Т	otal 54127						37,105.78	
01/14	01/10/2014	54128	NEMITZ, CLINTON & ERIK	REFUND TAX OVERPAYMENT	1201	1	176.94	176.94
01/14	01/10/2014	54129	NEMITZ, STEFFANIE	REFUND TAX OVERPAYMENT	1205	1	275.08	275.08
01/14	01/10/2014	54130	VANTAGE TRANSFER AG	ICMA DEFERRED COMP ICMA RETIREMENT Pay Period: 01/04/2014	PR0104140	1	270.00	270.00
01/14	01/10/2014	54131	WI DEFERRED COMP BO	DEFERRED COMPENSATION DEFERRED COMPENSATION Pay Period: 01/04/2014	PR0104140	1	2,560.00	
				DEFERRED COMPENSATION WI DEF-ROTH Pay Period: 01/04/2014	PR0104140	2	225.00	2,785.00
т	otal 54131						2,785.00	
01/14	01/10/2014	54132	WI DEPT OF REVENUE	STATE INCOME TAX STATE WITHHOLDING TAX Pay Period: 01/04/2014	PR0104140	1	7,721.12	7,721.12
01/14	01/10/2014	54133	WI RETIREMENT SYSTEM	WRS RETIREMENT				

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Page: 2 Jan 22, 2014 11:17am

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				ADDL RETIREMENT WITHHELD Pay Period: 01/04/2014	PR0104140	1	125.00	
				WRS RETIREMENT EERC GEN RETIRE Pay Period: 01/04/2014	PR0104140	2	6,259.17	
				WRS RETIREMENT EERC PROT RETIRE Pay Period: 01/04/2014	PR0104140	3	2,820.63	
				WRS RETIREMENT EERC W/S RETIRE Pay Period: 01/04/2014	PR0104140	4	1,576.61	
				WRS RETIREMENT ERRC GEN RETIRE Pay Period: 01/04/2014	PR0104140	5	6,259.17	
				WRS RETIREMENT ERRC PROT RETIRE Pay Period: 01/04/2014	PR0104140	6	4,154.37	
				WRS RETIREMENT ERRC W/S RETIRE Pay Period: 01/04/2014	PR0104140	7	1,576.61	22,771.56
т	otal 54133						22,771.56	
01/14	01/10/2014	54134	WI SCTF	CHILD SUPPORT CHILD SUPPORT-WI SCTF Pay Period: 01/04/2014	PR0104140	1	218.00	218.00
01/14	01/10/2014	54135	WPPA/LEER	UNION DUES POLICE UNION DUES Pay Period: 01/04/2014	PR0104140	1	489.00	489.00
01/14	01/17/2014	54136	CHARLES, TIMOTHY	FLEX MEDICAL CLAIM R REIMB MEDICAL PMT	123013 123013	1 2	180.00 117.55	297.55
Т	otal 54136						297.55	
01/14	01/17/2014	54137	CHIROPRACTIC ASSOCIA	CHIRO CHGS CHIRO CHGS CHIRO CHGS CHIRO CHGS CHIRO CHGS CHIRO CHGS CHIRO CHGS CHIRO CHGS	123013 123013 123013 123013 123013 123013 123013 123013	1 2 3 4 5 6 7 8	47.76 43.00 8.60 89.52 23.88 149.20 17.20	387.76
т	otal 54137						387.76	
01/14 01/14 01/14 01/14	01/17/2014 01/17/2014 01/17/2014 01/17/2014	54139	CLARK AND ASSOCIATES COMMUNITY LEADERSHII CROFOOT, HOWARD DEAN CLINIC		120413 LP2014 010114 11/13 11/13 11/13	1 1 1 2 3	1,329.18 355.00 38.00 23.25 1,452.85 15.59	1,329.18 355.00 38.00 1,491.69
To	otal 54141						1,491.69	
01/14	01/17/2014	54142	FREDERICK, JEFF	FINAL FLEX MEDICAL CLAIM REIMB	010114	1	2,499.84	2,499.84

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01/14	01/17/2014	54143	GRANT CTY CLERK OF C	FORFEITURES BOND-JEANETTA A WRIGHT	1/13/2014 11340790	1 1	263.50 500.00		
				BOND-TYLER J SWENSON	11367049	1	263.50		
				BOND-BRITTANY M EVERSOLL	11369964	1	223.50	1,250.50	
т	otal 54143						1,250.50		
01/14	01/17/2014	54144	HARTIG DRUG CO	PRESCRIPTION CO-PAY	123113	1	40.00	40.90	
_				PRESCRIPTION CO-PAY	123113	2	.82	40.82	
Т	otal 54144						40.82		
01/14 01/14	01/17/2014 01/17/2014	54145 54146	HIGH POINT FAMILY MED K-MART PHARMACY	ACCT #9837 PRESCRIPTION CO-PAYS	100913 010114	1 1	30.75 15.97	30.75	
				PRESCRIPTION CO-PAYS	010114	2	1.00		
				PRESCRIPTION CO-PAYS	123113	1	1.00		
				PRESCRIPTION CO-PAYS	123113	2	26.00		
				PRESCRIPTION CO-PAYS	123113	3	1.00	44.97	
Т	otal 54146						44.97		
01/14	01/17/2014	54147	KNOERNSCHILD, RYAN	FINAL FLEX MEDICAL CLAIM REIMB	123013	1	101.16	101.16	
01/14	01/17/2014	54148	MADISON RADIOLOGISTS	ACCT #30677	09-11/13	1	11.34		
				ACCT #42697	09-11/13	2	43.20		
				ACCT #42095 ACCT #42095	09-11/13 09-11/13	3 4	14.56 14.56	83.66	
т	otal 54148						83.66		
01/14	01/17/2014	54149	MEDICAL ASSOCIATES CI	ACCT #82-06823	11-12/13	1	147.73		
01/14	01711/2014	01110		ACCT #70-81870	11-12/13	2	31.66		
				ACCT83-97101	11-12/13	3	98.73		
				ACCT #77-20451	11-12/13	4	150.96		
				ACCT #84-00715	11-12/13	5	21.11	450.19	
Т	otal 54149						450.19		
01/14	01/17/2014	54150	ROSEMEYER JONES CHI	ACCT #5000-DEAN	2013	1	297.50	297.50	
01/14	01/17/2014		SCHMID, JENNIFER	FLEX MEDICAL CLAIM REIMB.	010114	1	25.00	25.00	
01/14	01/17/2014	54152	SOUTHWEST HEALTH CE	ACCT #354974	072913	1	61.11	61.11	
01/14	01/17/2014	54153	SOUTHWEST HEALTH CT	ACCT #350002246 ACCT #350002246	111513 111513	1 2	20.45 20.46	40.91	
T	otal 54153						40.91	-	
01/14	01/17/2014	51151	ST MARYS DEAN VENTUF	ACCT #500097605	549422911	1	137.45	-	
01/14	0111/2014	04104		ACCT #500185807	549423419	1	18.20		

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Page: 4

Jan 22, 2014 11:17am

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Т	otal 54154						269.66	
01/14	01/17/2014	54155	ST MARY'S HOSPITAL	ACCT #40657788	110713	1	394.44	394.44
01/14	01/17/2014	54156	ST MARYS/DEAN VENTUR	ACCT #900096338	112613	1	49.47	49.47
01/14	01/17/2014		UNITED CLINICAL LABS	ACCT #60632	121713	1	40.38	40.38
01/14	01/17/2014		MOUND CITY BANK	220 N 4TH STREET	HUD SETTLE	1	28,920.50	28,920.50
01/14	01/22/2014	54159	5 ALARM FIRE & SAFETY	SUPPLIES-FIRE SUPPLIES-FIRE	135992-1 136593-1	1 1	1,318.14 2,399.14	3,717.28
Т	otal 54159						3,717.28	
01/14	01/22/2014	54160	ALERE TOXICOLOGY SEF	EMPLOYMENT DRUG SCREENING-POLICE DEPT	873157	1	57.20	57.20
)1/14	01/22/2014	54161	ALLIANT ENERGY/WP&L	ELECTRIC/HEATING-POLI	1/22/2014	1	178.02	
				ELECTRIC/HEATING-STRE	1/22/2014	2	1,308.81	
				ELECTRIC/HEATING-STOI LIGHTS	1/22/2014	3	835.07	
				ELECTRIC/HEATING-LIBR	1/22/2014	4	1,697.44	
				ELECTRIC/HEATING-PARI		5	40.79	
				ELECTRIC/HEATING-EME MNGMT	1/22/2014	6	6.35	
				ELECTRIC/HEATING-EMS ELECTRIC/HEATING-STRI LIGHTING		7 8	726.30 143.41	
				ELECTRIC/HEATING-PARI ELECTRIC/HEATING-POO		9 10	535.74 13.26	5,485.19
т	otal 54161						5,485.19	
1/14	01/22/2014	54162	AMERICAN TEST CENTER	ANNUAL SAFETY INSPECTION-FIRE DEPT	2140028	1	950.00	950.00
)1/14	01/22/2014	54163	APPLIED MICRO INC	COMPUTER CHARGES-POLICE DEPT	17309	1	67.92	67.92
)1/14	01/22/2014	54164	ARGYLE CLINIC	ACCT #46111	123113	1	124.98	124.98
1/14	01/22/2014		ASSOC OF MIDWEST MU		MEM 2014	1	75.00	75.00
1/14	01/22/2014	54166	BADGER WELDING SUPP	REFILL OXYGEN - EMS	231177	1	21.10	
				REFILL OXYGEN - EMS	231208	1	21.10	
				REFILL OXYGEN - PD	231209	1	29.25	
				MONTHLY CYLINDER RENTAL-POLICE	3190564	1	2.79	
				REFILL OXYGEN - EMS	3191737	1	29.25	103.49
Т	otal 54166						103.49	
01/14	01/22/2014	54167	BIERKE, LARRY	MILEAGE	1/3/2014	1	17.92	
				MILEAGE	1/8/2014	1	33.60	51.52
Т	otal 54167						51.52	-
01/14	01/22/2014	54168	BRIEN, PATRICIA K	REFUND DAMAGE				

M = Manual Check, V = Void Check

CITY OF PLATTEVILLE

Check Register - Check Summary with Description GL Posting Period(s): 12/13 - 01/14 Check Issue Date(s): 01/09/2014 - 01/22/2014

Page: 5

Jan 22, 2014 11:17am

Per	Date	Check No	Рауее	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
_				DEPOSIT	1/18/2014	1	30.00	30.00
01/14	01/22/2014	54169	BSME LLC	RENT-830 VALLEY RD - STREET DEPT	8	1	3,000.00	3,000.00
01/14	01/22/2014	54170	CARDMEMBER SERVICE	POLICE DEPT CHARGES	12/3-1/2/2014	1	61.50	
				POLICE DEPT CHARGES	12/3-1/2/2014	2	79.00	
				UNIFORM ITEMS-AUZ, NATHAN	12/3-1/2/2014	3	129.70	
				UNIFORM ITEMS-TERPSTRA, TERRY	12/3-1/2/2014	4	35.75	
				UNIFORM ITEMS-CIESLEWICZ, PATRICK	12/3-1/2/2014	5	93.95	
				UNIFORM ITEMS-BROWN, JACOB	12/3-1/2/2014	6	105.84	
				POLICE DEPT CHARGES	12/3-1/2/2014	7	34.70	
				POLICE DEPT CHARGES	12/3-1/2/2014	8	42.22	
				FIRE DEPT CHARGES	12/3-1/2/2014	9	278.52	
				FIRE DEPT CHARGES	12/3-1/2/2014	10	69.98	
				RECREATION DEPT CHARGES	12/3-1/2/2014	11	253.40	
				RECREATION DEPT CHARGES	12/3-1/2/2014	12	69.36	
				RECREATION DEPT CHARGES	12/3-1/2/2014	13	147.56	
				EMS CHARGES	12/3-1/2/2014	14	1,206.73	
				EMS CHARGES	12/3-1/2/2014	15	187.60	
				EMS CHARGES	12/3-1/2/2014	16	31.18	
				EMS CHARGES	12/3-1/2/2014	17	120.00	
				MAINTENANCE DEPT CHARGE	12/3-1/2/2014	18	581.54	
				COMMUNICATION SPECIALIST CHARGES	12/3-1/2/2014	19	155.94	
				CITY MANAGER CHARGES	12/3-1/2/2014	20	20.00	
				STREET DEPT CHARGES	12/3-1/2/2014	21	427.78	
				LIBRARY CHARGES	12/3-1/2/2014	22	27.93	
				LIBRARY CHARGES	12/3-1/2/2014	23	78.30	
				LIBRARY CHARGES	12/3-1/2/2014	24	190.92	
				LIBRARY CHARGES	12/3-1/2/2014	25	50.77	
				LIBRARY CHARGES	12/3-1/2/2014	26	41.15	
				LIBRARY CHARGES	12/3-1/2/2014	27	228.09	
				PARKS CHARGE	12/3-1/2/2014		47.73	
				MUSEUM CHARGES	12/3-1/2/2014	29	58.96	
				MUSEUM CHARGES	12/3-1/2/2014	30	43.69	4,899.79
Τc	otal 54170						4,899.79	-
01/14	01/22/2014	54171	CARQUEST AUTO PARTS	SUPPLIES-STREET DEPT	DEC 2013	1	295.80	
				SUPPLIES-SENIOR CENTER	DEC 2013	2	29.56	
				SUPPLIES-PARKS DEPT	DEC 2013	3	11.89	- 337.25
Тс	otal 54171						337.25	-
01/14	01/22/2014	54172	CARROLL, JOSEPH	FLEX MEDICAL CLAIM REIMB	012214	1	50.00	

CITY C	F PLATTEVIL	LE		Register - Check Summary with D GL Posting Period(s): 12/13 - 01/ ck Issue Date(s): 01/09/2014 - 01/2	F Jan 22, 2014				
Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount	
				TRAINING REIMBURSEMENT	1/8/2014	1	137.44		
				TRAINING REIMBURSEMENT	1/9/2014	1	97.44	284.88	
Т	otal 54172						284.88		
01/14	01/22/2014	54173	CENTURYLINK	PHONE CHARGES-ADMIN	1/03/2014	1	611.96		
				PHONE CHARGES-POLICE DEPT	1/03/2014	2	1,000.42		
				PHONE CHARGES-FIRE DEPT	1/03/2014	3	142.84		
				PHONE CHARGES-EMS	1/03/2014	4	40.57		
				PHONE CHARGES-EMERGENCY MANAGEMENT	1/03/2014	5	137.98		
				PHONE CHARGES-STREET DEPT	1/03/2014	6	92.26		
				PHONE CHARGES-MUSEUM	1/03/2014	7	46.33		
				PHONE CHARGES-ROUNTREE GALLERY	1/03/2014	8	36.19		
				PHONE CHARGES-SENIOR CTR	1/03/2014	9	37.09		
				PHONE CHARGES-PARKS	1/03/2014	10	50.66		
				PHONE CHARGES-POOL PHONE	1/03/2014 1/03/2014	11 12	34.80 43.83		
				CHARGES-RECREATION PHONE	1/03/2014	13	137.12		
				CHARGES-LIBRARY PHONE	1/03/2014	14	224.44	2,636.49	
				CHARGES-AIRPORT					
Т	otal 54173						2,636.49	-	
01/14	01/22/2014	54174	CENTURYLINK	AIRPORT LONG DISTANCE	12/31/2013	1	.14		
				GALLERY LONG DISTANCE	12/31/2013	2	.07		
				RECREATION LONG DISTANCE	12/31/2013	3	.07		
				CITY MANAGER LONG DISTANCE	12/31/2013	4	.07		
				CITY CLERK LONG DISTANCE	12/31/2013	5	.06		
				EMS LONG DISTANCE	12/31/2013	6	2.01		
				ENGINEERING LONG DISTANCE	12/31/2013	7	.07		
				FIRE DEPT LONG DISTANCE	12/31/2013	8	.17		
				LIBRARY LONG DISTANCE	12/31/2013	9	.27		
				MUSEUM LONG DISTANCE	12/31/2013	10	.07		

Page: 6

Jan 22, 2014 11:17am

CITY O	F PLATTEVIL	LE	GL	ster - Check Summary with D Posting Period(s): 12/13 - 01/ sue Date(s): 01/09/2014 - 01/:	14			Page: 7 Jan 22, 2014 11:17am
Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				PARKS DEPT LONG DISTANCE	12/31/2013	11	.07	
				POLICE DEPT LONG DISTANCE	12/31/2013	12	51.55	
				POOL LONG DISTANCE RECREATION LONG DISTANCE	12/31/2013 12/31/2013	13 14	.14 .07	
				SENIOR CENTER LONG DISTANCE	12/31/2013	15	1.03	
				WATER & SEWER LONG DISTANCE	12/31/2013	16	.60	56.46
Т	otal 54174						56.46	
01/14	01/22/2014	54175	CINTAS CORPORATION #	BROWN MATS - POLICE DEPT	446493301	1	87.40	87.40
01/14	01/22/2014	54176	COMELEC SERVICES INC	RADIO MAINTENANCE - FIRE DEPT.	423928-IN	1	952.60	
				RADIO MAINTENANCE-POLICE DEPT	424382-IN	1	84.00	1,036.60
Т	otal 54176						1,036.60	
01/14	01/22/2014	54177	CONTROL SOLUTIONS IN	SERVICE LIBRARY BOILERS	10953	1	218.20	218.20
01/14	01/22/2014	54178	CVIKOTA COMPANY, THE	EMS COLLECTIONS	11606	1	2,221.98	2,221.98
01/14	01/22/2014	54179	DEAN CLINIC	ACCT #100575396	112213	1	23.25	23.25
01/14	01/22/2014	54180	DELTA 3 ENGINEERING IN		7953	1	368.41	368.41
01/14	01/22/2014	54181	DOUBLEDAY LARGE PRIN	LARGE PRINT BOOKS-LIBRARY	72565223	1	52.46	52.46
01/14	01/22/2014	54182	DUBUQUE ANESTHESIA §	ACCT #DAS-23702	101613	1	54.79	54.79
01/14	01/22/2014	54183	EASTMAN CARTWRIGHT		20011463	1	15.40	15.40
01/14	01/22/2014	54184	EMERGENCY MEDICAL PI		1613081	1	242.84	
				AMBULANCE SUPPLIES	1614807	1	198.89	441.73
T	otal 54184						441.73	
01/14	01/22/2014	54185	ERICKSEN AND, DAN	APPRAISAL FEE	E120313	1	3,112.50	3,112.50
01/14	01/22/2014	54186	GALLS/QUARTERMASTEF	UNIFORM ALLOWANCE-VANDER VELDEN, TONY	1414029	1	142.07	
				UNIFORM ITEMS-VANDEVORT	1419615	1	74.70	
				UNIFORM ITEMS-CIESLEWICZ, PAT	1419615	2	327.60	
				UNIFORM ITEMS-VANDERVELDEN	1419615	3	780.30	
				UNIFORM ITEMS-GRABANDT, JOSH	1419615	4	205.20	
				UNIFORM ITEMS-PURKAPILE, KRIS	1419615	5	275.40	
				UNIFORM ITEMS-KNOERNSCHILD, RYAN	1419615	6	148.50	
				UNIFORM ITEMS-POLICE DEPT	1419615	7	98.06	

СІТҮ О	F PLATTEVIL	LE	Check Regi GL F Check Iss		Page Jan 22, 2014 11:			
Per	Date	Check No	Рауее	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				UNIFORM ITEMS-POLICE DEPT	1419615	8	55.80	
				UNIFORM ALLOWANCE-VANDER VELDEN, TONY	1422734	1	123.14	2,230.77
т	otal 54186						2,230.77	
01/14	01/22/2014	54187	GORDON FLESCH COMP	COPIES-CLERK COPIES-CITY MANAGER	IN10649522 IN10649522	1 2	30.00 87.02	117.02
т	otal 54187						117.02	
01/14	01/22/2014	54188	GRANT CTY CLERK OF C	FORFEITURES BOND-ANISSA L BARTELS	1/20/2014 11390004	1 1	670.50 232.50	903.00
т	otal 54188						903.00	
01/14 01/14 01/14	01/22/2014 01/22/2014 01/22/2014		GRANT CTY ECONOMIC E GRANT REGIONAL HEALT GROUP HEALTH COOPEF	PHARMACY MEDS-EMS REFUND OVERPAYMENT-ROBERT	01/06/2014 805002/41472 01/08/2014	1 1 1	19,159.00 990.90 717.91	19,159.00 990.90 717.91
01/14	01/22/2014	54192	HAAS, JEFFERY	HOYER EMS FINAL FLEX MEDICAL	123113	1	406.18	406.18
)1/14)1/14	01/22/2014 01/22/2014		HART'S AUTO SUPPLY HARTWIG, AMY	CLAIM POLICE DEPT CHARGES FINAL FLEX MEDICAL CLAIM REIMB	34232 123113	1 1	471.00 115.88	471.00 115.88
)1/14)1/14	01/22/2014 01/22/2014		HOME HEALTH UNITED IHM LIVING TRUST AND	ACCT #05259 INSTALL SIDEWALKS & SITE CAPPING TID 7	092513 01/20/2014	1 1	22.67 3,639.85	22.67 3,639.85
)1/14)1/14	01/22/2014 01/22/2014		IVERSON CONSTRUCTION IWI MOTOR PARTS	COLD MIX - ST DEPT SUPPLIES-STREET DEPT SUPPLIES-STREET DEPT SUPPLIES-POLICE SUPPLIES-POLICE SUPPLIES-POLICE SUPPLIES-SENIOR CTR		1 1 1 1 1 1	706.04 174.24 98.40 589.89 279.38 445.98 259.96	
Т	otal 54198						607.41	
)1/14	01/22/2014	54199	LUETZOW INDUSTRIES	30" X B36" CLEAR WITH BLACK PRINT	13733A	1	2,372.98	2,372.98
1/14	01/22/2014	54200	MADISON NATIONAL LIFE		019686 JAN 2	1	71.80	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	2	70.94	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	3	53.75	
				MONTHLY DISABILITY	019686 JAN 2	4	90.86	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	5	4.31	
				MONTHLY DISABILITY	019686 JAN 2	6	944.27	
				MONTHLY DISABILITY				

CITY OF PLATTEVILL	.E
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Check Register - Check Summary with Description GL Posting Period(s): 12/13 - 01/14 Check Issue Date(s): 01/09/2014 - 01/22/2014 Page: 9 Jan 22, 2014 11:17am

Per	Date	Check No	Рауее	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				INSURANCE MONTHLY DISABILITY INSURANCE	019686 JAN 2 019686 JAN 2	7 8	25.07 33.87	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	9	50.29	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	10	101.77	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	1 1	222.81	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	12	4.30	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	13	16.84	
				MONTHLY DISABILITY	019686 JAN 2	14	16.84	
				MONTHLY DISABILITY	019686 JAN 2	15	39.09	
				MONTHLY DISABILITY	019686 JAN 2	16	181.12	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	17	94.57	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	18	83.12	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	19	42.33	
				MONTHLY DISABILITY	019686 JAN 2	20	3.33	
				MONTHLY DISABILITY INSURANCE	019686 JAN 2	21	67.78	
				MONTHLY DISABILITY	019686 JAN 2	22	419.33	2,638.39
То	otal 54200						2,638.39	
01/14	01/22/2014	54201	MADISON RADIOLOGISTS	ACCT #37399	11/13	1	79.62	
				ACCT #38506	11/13	2	106.40	186.02
То	otal 54201						186.02	
01/14	01/22/2014	54202	MAST WATER TECHNOLC	SALT-SR CTR	379932	1	10.30	10.30
01/14	01/22/2014	54203	MELBY BENDORF FUNER	REFUND OVERPAYMENT-CEMETE	2.006890	1	100.00	100.00
01/14	01/22/2014	54204		ACCT #1075416	102813	1	446.15	446.15
01/14	01/22/2014		MENARDS	SUPPLIES - EMS	31712	1	36.77	36.77
01/14	01/22/2014	54206	MORRISSEY PRINTING IN	INSPECTION FORMS-BUILDING INSPECTION	31200	1	133.92	133.92
01/14	01/22/2014	54207	MORTON SALT	TONS OF ROAD SALT FOR 2013	5400308942	1	7,626.97	
				TONS OF ROAD SALT FOR 2013	5400313168	1	10,613.68	
				TONS OF ROAD SALT FOR 2013	5400327148	1	6,144.23	
				TONS OF ROAD SALT FOR 2013	5400335033	1	9,541.59	
				TONS OF ROAD SALT FOR 2014	5400339522	1	5,732.95	39,659.42

CITY OF PLATTEVILLE

Check Register - Check Summary with Description GL Posting Period(s): 12/13 - 01/14 Check Issue Date(s): 01/09/2014 - 01/22/2014

Page: 10 Jan 22, 2014 11:17am

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
т	otal 54207						39,659.42	
01/14	01/22/2014	54208	MUTUAL WHEEL CO	POLICE DEPT CHARGES	1747917	1	64.86	64.86
01/14	01/22/2014	54209	MV SERVICE & CONSULT		4967	1	7,954.00	7,954.00
01/14	01/22/2014	54210	OFFICE DEPOT	OFFICE SUPPLIES-PD	69081328500	1	55.94	55.94
01/14	01/22/2014	54211	OFFICE SUPPLIES 2 U IN(WO-6005779-	1	29.96	
5.014	0172272014	04211		OFFICE SUPPLIES-DPW	WO-6005779-	2	16.98	46.94
т	otal 54211						46.94	
01/14	01/22/2014	54212	PET WASTE ELIMINATOR	PET WASTE ELIMINATOR BAGS	3787741	1	200.00	200.00
01/14	01/22/2014	54213	PIONEER FORD SALES LI	AMBULANCE WORK	87331	1	60.00	60.00
01/14	01/22/2014		PLATTEVILLE AUTO SUPF		DEC 2013	1	147.53	
		- · ·		SUPPLIES-FIRE DEPT	DEC 2013	2	460.58	
				SUPPLIES-EMS	DEC 2013	3	13.99	
				SUPPLIES-STREET DEPT	DEC 2013	4	304.12	
				SUPPLIES-MUSEUM	DEC 2013 DEC 2013	4 5	12.98	
								1 029 99
				SUPPLIES-SENIOR CENTER	DEC 2013	6	99.68	1,038.88
Т	otal 54214						1,038.88	
)1/14	01/22/2014	54215	PLATTEVILLE CLEANERS	POLICE DEPT CHARGES	1562	1	16.00	16.00
)1/14	01/22/2014		PLATTEVILLE JOURNAL,		DEC 2013	1	99.00	10.00
1/14	01/22/2014	54210	FEATTEVILLE JOORNAL,	ADVERTISING-COUNCIL	DEC 2013 DEC 2013		249.57	
				ADVERTISING-POLICE DEPT	DEC 2013 DEC 2013	2 3	74.38	
				ADVERTISING-COMMUNI ¹ PLANNING	DEC 2013	4	83.31	
				ADVERTISING-FREUDENF ANIMAL FUND	DEC 2013	5	71.40	577.66
Т	otal 54216						577.66	
)1/14	01/22/2014	54217	PRECISION AUTOMOTIVE	TOW TO IMPOUND-POLICE DEPT	22427	1	255.00	
				TOW TO IMPOUND-POLICE DEPT	22456	1	150.00	405.00
Т	otal 54217						405.00	
1/1 4	01/22/2014	54010			655201	4	14.36	14.36
)1/14	01/22/2014		PROBUILD - PLATTEVILLE		655301	1		
1/14	01/22/2014	54219	QUILL CORPORATION	OFFICE SUPPLIES-BLDG	8440820	1	26.58	26.58
)1/14	01/22/2014	54220	RADIO SHACK	POLICE DEPT CHARGE	10275970	1	159.98	159.98
1/14	01/22/2014	54221	REHLINGER, PAUL	FLEX MEDICAL CLAIM REIMB	123013	1	66.00	66.00
)1/14	01/22/2014	54222	RINIKER, CAROL	PRESCRIPTION CO-PAY REIMB	012214	1	33.00	
				PRESCRIPTION CO-PAY REIMB	012214	2	33.00	
				FINAL FLEX MEDICAL CLAIM	123113	1	800.16	
				PRESCRIPTION CO-PAY	123113	2	26.50	

CITY OF PLATTEVILLE

Check Register - Check Summary with Description GL Posting Period(s): 12/13 - 01/14 Check Issue Date(s): 01/09/2014 - 01/22/2014

Page: 11 Jan 22, 2014 11:17am

Per	Date	Check No	Рауее	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				PRESCRIPTION CO-PAY REIMB	123113	3	26.50	919.16
Т	otal 54222						919.16	
01/14	01/22/2014	54223	SANDERS, JANET	TRAINING REIMBURSEMENT	1/6-1/10/14	1	60.70	60.70
01/14	01/22/2014	54224	SOUTHWEST OPPORTUN	JANITORIAL SERVICES-POLICE DEPT	15126	1	1,579.75	1,579.75
01/14	01/22/2014	54225	SOUTHWEST WI TECHNIC	TUITION-DISPATCHERS	7971	1	166.20	
				TUITION-DISPATCHERS	7972	1	166.20	
				EMS TRAINING	8425	1	141.96	474.36
Т	otal 54225						474.36	
01/14	01/22/2014	54226	ST MARYS DEAN VENTUF	EMPLOYMENT PHYSICAL-POLICE DEPT	549489060	1	154.00	
				ACCT #500067065	549490435	1	66.24	
				ACCT #500061905	549491342	1	137.45	
				ACCT #500122991	549504332	1	27.04	
				ACCT #500122991	549504332	2	27.04	411.77
Т	otal 54226						411.77	
01/14	01/22/2014	54227	STREICHERS MINNEAPOI	UNIFORM ITEMS-AUZ, NATHAN	11063485	1	24.99	
				UNIFORM ITEMS-VANDERVORT, SAMUEL	11063485	2	59.98	
				UNIFORM ITEMS-AUZ, NATHAN	11067090	1	29.98	
				UNIFORM ITEMS-CIESLEWICZ, PAT	11067090	2	54.97	
				UNIFORM ITEMS-BROWN, JAKE	11067090	3	54.97	
				UNIFORM ITEMS-VANDER VELDEN, TONY	11067090	4	99.99	324.88
Т	otal 54227						324.88	
01/14	01/22/2014	54008	TAPCO	SUPPLIES-STREET DEPT	1443354	1	219.89	219.89
01/14	01/22/2014	54229	THOMPSON TRUCK & TR		R201003707:(2,209.75	2,209.75
01/14	01/22/2014		TOP HAT INC	FARES-SENIOR CENTER		1	5.00	_,
				MONTHLY CAB PAYMENT	PLT1231113	1	18.00	23.00
T	otal 54230						23.00	•
01/14	01/22/2014	54021	TRICOR INC	GALLERY INSURANCE	7609	1	377.00	
01/14	V112212V14	54251		AMBULANCE INSURANCE	7610	1	18,254.00	
				INSURANCE	7612	1	73,286.00	
				INSURANCE	7612	2	69,031.00	
				INSURANCE	7612	3	344.00	
				POLICE DEPT BLG & CONTS	7612	4	6,439.00	

	Posting Period(s): 12/13 - 01 sue Date(s): 01/09/2014 - 01/				Page: Jan 22, 2014 11:17a
No Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
	FIRE DEPT INSURANCE BUILDING INSPECTION INSURANCE	7612 7612	5 6	8,284.00 324.00	
	ENGINEERING DEPT INSURANCE	7612	7	568.00	
	STREET DEPT INSURANCE	7612	8	9,482.00	
	MUSEUM INSURANCE SENIOR CENTER INSURANCE	7612 7612	9 10	1,038.00 1,103.00	
	PARKS DEPT INSURANCE	7612	11	2,211.00	190,741.00
				190,741.00	
32 TURVILLE BAY MRI CENT	ACCT #74726	110913	1	187.77	187.77
33 UBERSOX GLEASON LLC		WARR DEED	1	500.00	500.00
34 UNITED HEALTHCARE CC	REFUND OVERPYMT-ROGER JENTZ SR	1/08/2014	1	416.18	416.18
35 VON BRIESEN & ROPER \$	PROFESSIONAL SERVICES	9036	1	2,235.32	2,235.32
36 W S DARLEY & COMPANY	PARTS - FIRE DEPT	17084854	1	167.43	167.43
37 WALMART COMMUNITY/C		1/16/2014	1	7.76	
	SUPPLIES-EMS	1/16/2014	2	7.97	15.73
				15.73	
38 WEBER BROS JEWELERS	EMS CHARGES	1/2/2014	1	79.50	79.50
39 WEBER PAPER COMPAN'		555621	1	57.54	
	SUPPLIES-CITY HALL	555622	1	68.41	125.95
				125.95	
40 WI DEPT OF JUSTICE	RECORD CHECKS - POLICE DEPT	L2205T 1/3/14	1	140.00	140.00
41 WI DEPT OF JUSTICE-TIN	QUARTERLY CHARGE-POLICE DEPT	T16727	1	2,209.50	2,209.50
42 WI EMERGENCY MANAGE	INVENTORY FEE STATEMENT	172984	1	246.00	246.00
43 WINKLER, TRACI	TRAINING EXPENSES-POLICE DEPT	1/6-1/10/14	1	59.16	59.16
				430,658.42	430,658.42
43	WINKLER, TRACI	WINKLER, TRACI TRAINING EXPENSES-POLICE	WINKLER, TRACI TRAINING 1/6-1/10/14 EXPENSES-POLICE	WINKLER, TRACI TRAINING 1/6-1/10/14 1 EXPENSES-POLICE	WINKLER, TRACI TRAINING 1/6-1/10/14 1 59.16 EXPENSES-POLICE DEPT

Check.Bank No = 1



BOARDS AND COMMISSIONS VACANCIES LIST As of 1/28/14

Board of Appeals (Zoning) Alternate (3-year term) Board of Appeals (ET Zoning) Alternate (term expires 4/1/16) Board of Review (5-year term) Board of Review (5-year term) Community Development Board (3-year term) – can be reappointed Historic Preservation Commission (term expires 5/1/15) – can be reappointed Historic Preservation Commission Alternate (3-year term) Parks, Forestry, and Recreation Committee (term ending 6/1/15)

Upcoming in April, 2014

Board of Appeals (ET Zoning) (3-year term) – Two vacancies

Upcoming in May, 2014

Freudenreich Animal Care Trust Fund (3-year term) – can be reappointed Historic Preservation Commission (3-year term) – can be reappointed Housing Authority (5-year term) – can be reappointed Library Board (3-year term) – Two vacancies Plan Commission (3-year term) – Three vacancies Police & Fire Commission (5-year term)

Application forms for the City of Platteville Boards and Commissions are available in the City Clerk's office in the Municipal Building at 75 N Bonson Street, Platteville, WI or online at <u>www.platteville.org</u>. Please note that most positions require City residency.

PROPOSED LICENSES January 28, 2014

Temporary Class "B" Retailer's License

- Temporary Class "B" Retailer's License to serve fermented malt beverages for the Platteville Jaycees Club in a fenced in area at the Legion Park Concession Stand - Snowball Softball Tournament on February 8, 2014

One-Year Operators License

- Cole J Cooper
- John J Poppe

Two-Year Operators License

- Jared A Baker
- Brett C Beisbier
- Aaron M Brown
- Kimberly R Buell
- Blake A Meddaugh
- Tyler L Ryddner

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

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

FEE \$ 10.00	Application Date: $1/21/14$
Town Village XCity of Platleville	County of Grant
The named organization applies for: <i>(check appropriate box(es).)</i> X A Temporary Class "B" license to sell fermented malt beverages A Temporary "Class B" license to sell wine at picnics or similar g	at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
at the premises described below during a special event beginning to comply with all laws, resolutions, ordinances and regulations (sta and/or wine if the license is granted.	
1. ORGANIZATION (check appropriate box) X Bona fide Club Chu (a) Name Platterille Layozas Club	
 (b) Address <u>PO Box 165</u>, <u>Platternie</u>, <u>where</u> (c) Date organized <u>3-1- PEF</u> (d) If corporation, give date of incorporation 	ס־אַצוּאַ □ Town □ Village וֹאַ City
	in seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
 (f) Names and addresses of all officers: President Jamed All Blach - 255 Brock Vice President Garcin Pluener - 355 Secretary Tourner Weigner - 340 E Treasurer Junni Mullikin - 715 B (g) Name and address of manager or person in charge of affair 715 Broadway Si, Platta 	Sieners St Platteville WI 53818 Sieners St Platteville WI 53818 Lewis St Platteville WI 53818 Proodway St Platteville WI 53818 Jonni Mullihin Mille, WI 53818
2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WIL (a) Street number <u>Legion Park</u> concession (b) Lot	
(c) Do premises occupy all or part of building?	this application, which floor or floors, or room or rooms, license is to
3. NAME OF EVENT (a) List name of the event <u>Snow</u> Softball Tows (b) Dates of event <u>2/8/14</u> DECLAF	
The Officer(s) of the organization, individually and together, declare u	
is true and correct to the best of their knowledge and belief.	Patter ile Jay ces (Name of Organization)
Officer(Signature/date)	Officer-Jenne Muletin
Officer	Officer
Date Filed with Clerk 1/2//14	Date Reported to Council or Board $\frac{1}{28} - 14$
Date Granted by Council	License No.
AT-315 (R. 5-11)	Wisconsin Department of Revenue

Wisconsin Department of Revenue



Memo

To:	Licensing Committee & Common Council
From:	Luke Peters, Recreation Coordinator
Date:	January 21, 2014
Re:	Snowball Softball Tournament & Platteville Jaycee's Beer Tent

The Platteville Parks & Recreation Department will host the 2nd Annual Snow Softball Tournament on Saturday, February 8, 2014 at Legion Park. The Platteville Jaycee's Club has been asked to sell food and drink, including beer from the concession stand at the park. The beer will be served by a licensed bartender in a fenced off area. No alcohol will be allowed outside of that area at any time. This presentation was brought before The Parks, Forestry, and Recreation Committee on January 20, 2014. They recommend the approval of a Temporary Class B License.

and the second se
Check one: 🔲 Parade
Walk-a-thon
CITY OF PLATTEVILLE PARADE, WALK-A-THON, RUN, OR OTHER SIMILAR P.E.RMIT
Date permit requested OCTUDEN 29,2013
Name of organization requesting permit NATIONAL MS SOCIETY-
Wisconsin Chapter
Dace/Time SUNday, April 27, 2014
Route (or attach map) See attached
Number of Participants ~ 250
Amount of Liability Insurance 41,000,000
Name of Insurance Company Marsh USA, INC.
Address <u>445 South St.</u> Marity Dup, NF D79 WC N/A Name of Parade MarshallN/A
Address 120 James Drive, Suite A Hartland, WI 52029
Phone 262-369-4400
Assembly Area UIN-Plattenille-Pioneer Student Center
Disbanding Area UW-Plateville-Pioneer Student Center

Name of representative of the organization who can be contacted in the event of a problem:

Jarvier Baker 369-44W Phone: 262 al Signature of person requesting permit City Ordinance 41.07 Date approved

\$25.00 fee accompanies this application

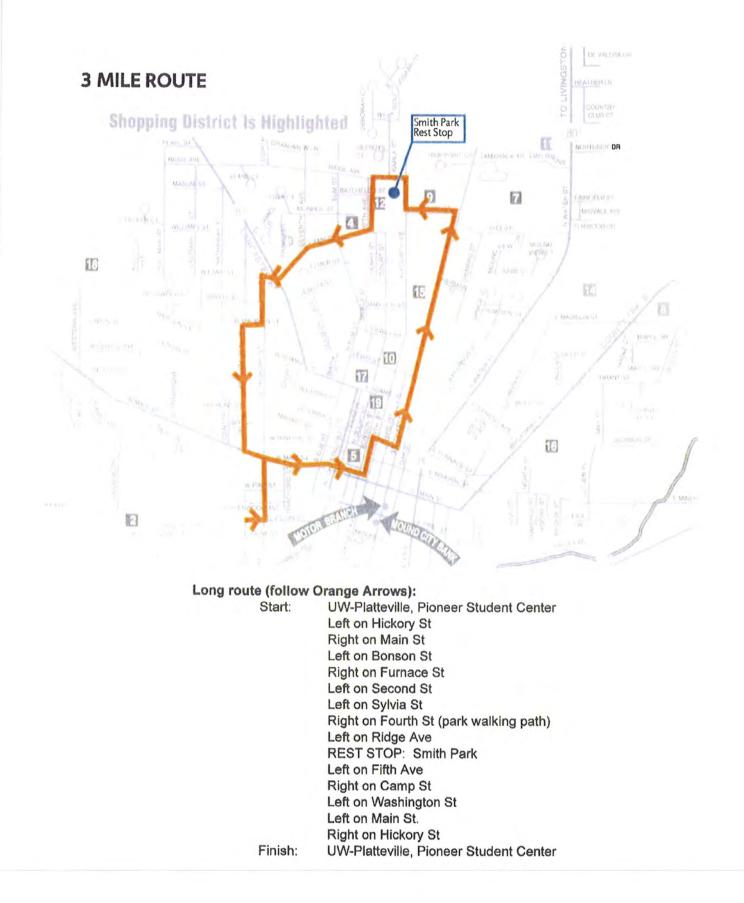
Request fee to be waived

Approved by the City Council

Issued by _____ City Clerk

Fee (if charged): \$_____

Receipt #



F	ACORD [®]	CERT	IFIC	ATE OF LIA	BILIT	Y IN	ISURA	NCE		(MM/DD/YYYY) 6/2014
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	MORRISTOWN, NJ 07960-6454				E-MAIL ADDRESS:					
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1	733 THIRD AVENUE	JUDIETT						surance Company		20699
	3RD FLOOR NEW YORK, NY 10017-3288				INSURER D :	Employers	Insurance Comp	any Of Wausau		21458
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		OCCOR						MED EXP (Any one person) PERSONAL & ADV INJURY	\$	1,000,000
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75	'TN: JAN MARTIN N. BONSON ST. ATTEVILLE, WI 53818				THE EX	PIRATIO	DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.		
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CLARE BANK CITY MANAGER

CITY OF PLATTEVILLE

BANNER PERMIT

8-Date Permit Requested latteville Name of Organization Requesting Permi nte Address Contact Person Phone Number Dates for Banner to Be Displayed Text of Message to Be Displayed lears Signature of Person Requesting Permit \$125.00 Fee Accompanies This Application* Request \$125.00 Fee to Be Walved* Date Approved by Common Council Issued By____ City Clerk Fee (If charged) \$_____

* Note Regarding City Banner Permit Fee: The City has determined that the actual cost to the City to erect and take down bacters. In torms of the city has determined that the actual cost to the City to

Receipt #_

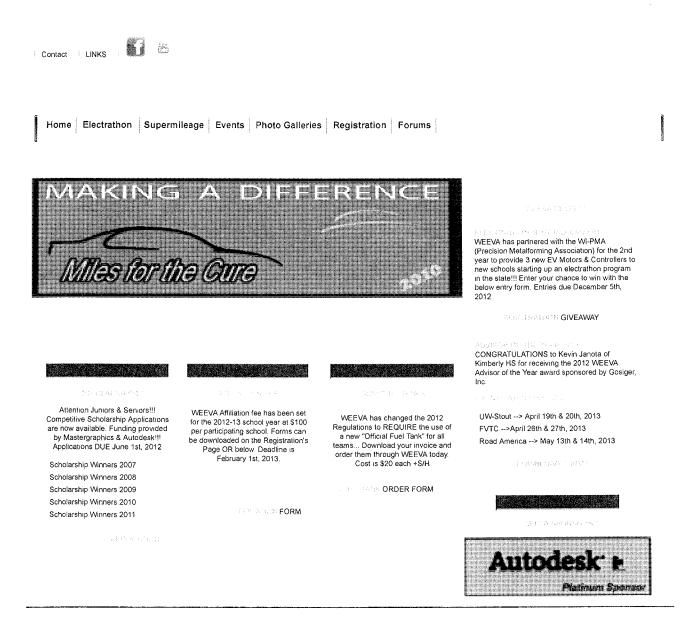
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ereot and take down banners, in terms of the cost of personnel in wages/benefits and the cost of operating City equipment, is approximately \$221.00 (estimated 2002 cost). The Common Council has decided to charge a lesser fee to organizations requesting this permission.

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Street / 2	ty of Platteville Alley Closing Permit
Describe Street / Alley to be Closed: KEVINO DE TARKWAY	COTAVITATION CIPCLE, ISTATES BLUD,
Date: MAY 3, 2014 E	Beginning Time: 6.00 AM Ending Time: 5.00 AM
Names of Persons Affected	Approval
Imi Sol 12	$\langle P(\zeta) (Y) N$
Y Contraction of the second se	Y N
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NOTE: ATTACH ADDITIONAL S	SHEETS IF NECESSARY OR USE BACK SIDE
Name of Requestor: FEAMERS	X. STUCI
Addresss of Requestor 1400 N	, ZM ST. PLATTEVILLE, WI
Requestor's Business Phone: (-08)-	- 312-1537 Home Phone: 608 218-7581
Reason for Request: SPONSOF	SHIP OF A REGIONAL HIGH- VENICLE/ELECTROTHON EVENT.
Reason for Request: SPONSOR: MILEAGE	SHIP OT A PEGIONNE HIGH- VENCLE/ELECTPOTHON EVENT. of the persons that are affected by this requested street an attached sheet
Reason for Request: SPONSOF MILEAGE I affirm that I have checked with all o	SHIP OF A PEGIONNE HIGH- VENICLE/ELECTPOTHON EVENT. of the persons that are affected by this requested street
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Reason for Request: MILCAGE I affirm that I have checked with all o closing. The objections are listed on a Signature: Police Department Review: Street Street Stre	END OF A PEGIODAN HIGH- VEHICL/ELECTROTHON EVENT. of the persons that are affected by this requested street an attached sheet Date: OT. 1, 2013 of Write Below This Line #300

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Minutes Airport Commission Meeting

Meeting of Monday December 9th, 2013

Platteville Municipal Airport

50 L

- Called to Order: William Kloster at 6:00PM.
 Attendance: Commission Members: Bill Kloster (P), Eileen Nickels (P) Chuck Runde (P), Doug Stephens (P), Adam Pick (P), Kevin Wunderlin (P), Ed White (P). Others in attendance: Duane Borgen (Director of Administration-City of Platteville), Jim Hughes (Airport Manager), Alaine Olthafer and Andy Lange (A & A Aviation), Jeff Shae, Jerry Holt, Dr. Jason Klovning.
- II. Approval of Minutes November 4th, 2013 Regular Meeting: Motion by Chuck Runde, 2nd Eileen Nickels. The minutes were approved unanimously with the following changes:
 a. Ed White to be noted as present
 b. Correct spelling of Eileen Nickels' name, Doug Stephens' name.
- III. Citizens Comments, Observations, and Petitions: None
- IV. Report on State Bureau of Aeronautics Taxiway Status Meeting Presentation by Chairman Kloster, presented an overview of the hanger and taxiway layout.
 a. Based on normal seasonal weather patterns, funding distribution schedule and project schedule, construction could potentially start in October 2014.
 b. The airport will grade the access way to the hangers, but will not asphalt the surface.
 c. Total project cost is anticipated at \$1,000,000, the funding split indicates that the City's share would be \$50,000.
 d. It is best to accomplish the stormwater management portion of the project first.
 e. It was communicated that Chris Rice from Mead and Hunt really wants to get this project done.
- V. Treasurers Report: November 2013 Chuck Runde
 - a. Airport land rental checks have not been received yet, but anticipate they will be received shortly.
 - b. From Treasurer's Report November expenditures were \$14,405.15, November income was \$42,581.72.
 - c. Runde made the motion to approve & pay bills for November 2013 with Nickels 2nd. Motion passed unanimously.
- VI. Manager's Report: Jim Hughes The volume of fuel sales is starting to drop off (due to weather and decreased volume of flights). Airport should be sitting well on fuel inventory for the remainder of the year. Kaiser had pre-paid some fuel (6,000 gallons).
 Jeff Shae was introduced, he has been hired by Hughes Aviation to assist with snow removal.

- Operations: Hughes Aviation LLC submitted monthly report. This report included November 2013 flight operations, Fuel Sales, Current Fuel Inventory, and Year-to-Date Fuel Purchases, and spreadsheet detailing all hanger rental activities year-to-date. Hughes Aviation was on duty 287 hours in November 2013. Also submitted was the November 2012 Report for comparison.
 - i. Flight Operations: November 2013 was 518 flights. November 2012 was 448 flights.
 - Fuel Sales-MC/V: November 2013 was 1377.66 gallons 100LL, 1451.67 gallons
 Jet-A. Fuel for the trainer airplane was 172.9 gallons.
 - iii. Fuel Purchases: Airport should be set with fuel inventory until end of the year.There were no November 2013 inventory fuel purchases.
- b. Field Hanger Status (Jim Hughes)
 - i. Rental Status of all hangers: All are rented. The airport is collecting rent on 26 hangers.
 - Building status of new hangers: Materials for new hanger (trusses, timbers, metal) are expected to be delivered by Friday Dec. 13th, 2013.
 - iii. It was noted that construction activates/traffic must avoid the apron area of Jerry Holt's hanger apron. The apron won't sustain much traffic without damage.
- VII. Presentation of the 2014 Budget, Discussion and Action: Motion to approve by Runde, second by Pick, approved unanimously.
- VIII. Discussion of future reports from A & A Aviation LLC: Discussion by Kloster
 - a. Kloster encouraged A&A Aviation to develop a report that shows hours of instruction at Platteville, and hours of aircraft service. This would be similar to a progress report.
 - b. Alaine Olthafer noted that A&A's progress is similar to the business plan. They do have the website up. Annual service inspections are averaging 3 per month, they keep hearing good things. A&A did purchase another airplane. Talked about a report, graph for presentation at the January meeting.
- IX. Report on Schedule for Contract Evaluations:
 - a. Contractor evaluations should be developed and ready for spring. City of Platteville does not have a contractor evaluation form or process.
- X. Other Business:
 - a. Kloster noted upcoming events: airport pancake breakfast in July, August 19th is National Aviation Day, with the question raised as to what things can we do to promote this.
 - b. Promotional activities may be Young Eagle Flights, Fly-in Camp-in Movie, maybe schedule a "historic encampment?.
- XI. Adjourn: Motion by White, Second by Runde, adjourned 6:41PM

minutes submitted by Doug Stephens 1/08/2014

Platteville Community Safe Routes Committee Monday, November 18, 2013 6:00 p.m. Platteville City Hall 75 North Bonson Street, Platteville, Wisconsin G.A.R. Room

MINUTES

Respectfully submitted by Kristina Fields

Attendees:

CSRC Members: Kristina Fields, Patrice Steiner, Lynn Verger, Tim Ingram Staff: Howard Crofoot, Luke Peters

- I. Call to order at 7:05 pm
- II. Approval of Minutes- October 21, 2013 motion to approve revised minutes by Patrice, second by Lynn, motion passed.
- III. Citizen Comments, Observations & Petitions
 - a. There will be no December CSRC meeting. We will meet next January 20 at 6 pm.

IV. New Business

- a. Madison/Water Street Roundabout Bike Safety
 - i) Roundabout at Water and Madison Street near hits on bicycle on three occasions by Lynn Verger and by a high school student. Some auto vehicle drivers are uneducated as to how to use the roundabout. It is recommended that the license plate numbers of drivers causing problems should be written down and submitted to the police department.
- b. Luke Peters plan on attending "Keeping Iowa County Healthy...It's Everyone's Job," is scheduled for Tues., Nov. 19, from 10 to 11 a.m. in the Community Room of the HSS Building, 303 West Chapel Street in Dodgeville.
 - i) Luke started a Holiday Challenge to maintain body weight during the holidays. The current program is for city employees and he hopes, in the future, to expand it.

V. Old Business

a. Update on Downtown Bike Racks: Platteville Community Fund grant – Tim and Luke submitted a grant to install bike racks at the post office and police department.

i) \$1500 grant was received, the largest amount granted

- Stipulation of the grant was to work with the Main Street Sustainability Committee creative bicycle rack design competition – to expand the current competition to include these two racks. Luke will work with this committee and the Police Department and Post Office and act as a liason between them and the CSRC.
- b. Sidewalk/multi-use trail along Business 151 corridor
 - (1) Federal/WI Transportation Alternatives Program (TAP) funding application available; pre-application due December 13, 2013 (80/20 grant)
 - (a) Luke will check with Angie Wright to see what/if the PCA will be submitting grants for the Pecatonica Trail connection to Platteville.
 - (i) If she is, the CSRC will not submit a pre-application for the TAP this year, as we support the Pecatonica project.
 - (2) Other funding We will continue to look into additional funding opportunities.
 - (a) Wisconsin DNR : Recreational Trail Aids due May 1 each year. "Municipal governments and incorporated organizations whose primary purpose is trails or trail usage can apply for this funding". (50/50 grant)
 - (i) The match for this grant is 50% city funds, which Howard and Patrice feel is too high for the city budget to handle.

VI. Adjourn at 7 pm.

If your attendance requires special accommodation needs Write or call City Manager, P.O. Box 780, Platteville, WI 53818 608/348-9741, Ext. 2226

Platteville Museum Board

Members Present Clay Shaffer Bill VanDeest Marilyn Gottschalk John Urness Barb Stockhausen November 20, 2013 Members Absent Eric Fatzinger Dave Allen

Others Present Steve Kleefisch Stephanie Saager-Bourret

- Minutes of previous meeting President Shaffer called the meeting to order at 5:00 pm. Bill moved with a second by Marilyn to approve the minutes of October 16, 2013. The motion passed.
- Donations (Handout)
 Bill moved with a second from Marilyn to approve the listed items. The motion carried.
- 3. 2013 Christmas Exhibit The theme this year is A Christmas Wish. It will mostly deal with Christmas toys. Running trains and musical groups will fill the Holiday Season.
- JMA activities
 The Annual Meeting fundraiser had 55 at the meal and 64 for the program. The group raised \$1200 for exhibit work.
 The JMA received a \$2,000 grant from Wal-Mart for next year's re-enactment.
 The JMA board will have a joint meeting with the museum board next month.
- 5. 2013 Museum Budget The museum will be able to meet this year's budget if no major mechanical problems occur.
- 6. Museum Working Group The committee will be meeting soon.
- 7. 2014 Museum Budget Progress The proposed budget has a \$5,000 cut in summer help.
- 8. Announcements Outside work is finished for the winter season. All buildings have been secured for the winter.
- 9. Next Meeting The next meeting will be on **Wednesday December 18, 2013** at 5:00 pm This will be a joint meeting with the JMA board.
- 10. Adjournment Marilyn moved with a second by Bill to adjourn. Motion passed at 6:03 pm



John Urness Secretary

Joint Museum Board and Jamison Museum Board Meeting

December 19, 2013

Members present John Urness Clay Shaffer Bill Van Deest Marilyn Gottschalk Dee Woolf Dick Doeringsfeld Jeff Schave Peg Burkett Barb Stockhausen

Meeting was called to order by Clay Shaffer

The museum budget is in place for next year.

A plea was given for articles and artifact descriptions were discussed. These would be used for the JMA newsletter and the Platteville Journal.

The JMA needs one new board member.

Meeting was adjourned at 5:20 pm.

Secretary John Urness

PARKS, FORESTRY, & RECREATION COMMITTEE

November 18, 2013 Minutes

The regular meeting of the Platteville Parks, Forestry, and Recreation Committee of the City of Platteville was called to order by Brian Laufenberg at 7:00 p.m. in the G.A.R. Room of City Hall.

ROLL CALL

Present: Jason Zeitler, Brian Laufenberg, Caitlin Rosemeyer, Jason Thompson, and Ken Kilian.

Others in Attendance: Dan Dreessens, Howard Crofoot, and Luke Peters

APPROVAL OF MINUTES

Luke Peters submitted an amendment to the October 21, 2013 and October 28, 2013 minutes. A motion was made by Ken Kilian to approve the amended minutes, second by Jason Thompson. Motion carried.

NEW BUSINESS

a. **Storm Sewer Pond:** Dan Dreessens from Delta 3 presented the Committee with preliminary plans to install a quarter acre storm sewer pond in Mound View Park. The proposed location would be to the immediate east of the existing play structure. Given the close proximity to the play structure the Committee had questions about discharge rates and how long water would remain in the pond. Following discussion a motion was made by Ken Kilian, seconded by Caitlin Rosemeyer to support the concept pending final design specifics. Motion carried.

OLD BUSINESS

- a. Little Free Library Policy: Howard Crofoot presented the Committee with an update to the policy outlining the City's removal of objectionable materials from the Little Free Libraries. The proposed change would take this responsibility away from the City. A motion was made by Jason Zeitler, seconded by Jason Thompson to approve the change. Motion carried.
- b. Firefighter Memorial: Luke Peters presented the Committee with an update to the Common Councils concerns with the proposed location of the Firefighter Memorial. Some members on the Council felt that a better location might have been on the opposite side of the sidewalk, so that the statue would be facing the gazebo. A motion was made by Jason Zeitler, seconded by Jason Thompson stating that the Committee has no objection to the alternative location, but would suggest the Council consult the Firefighters for their feedback. Motion carried.

NEXT MEETING

Next meeting will be on Monday, December 16th, 2013 at 7:00 p.m.

ADJOURNMENT

A motion was made by Jason Thompson to adjourn at 8:00 p.m., seconded by Caitlin Rosemeyer. Motion carried.

Submitted by,

Luke Peters Recreation Coordinator

Police & Fire Commission Dec. 3, 2013 Meeting Minutes 165 N. 4th St. Multi-Purpose Room, Platteville PD

Roll Call: Mike Olds, Mike Myers, Tim Boldt, Rosalyn Broussard, Council Liaison Mike Denn, Chief of Police Doug McKinley

- The meeting was called to order at 5:04 p.m.
- The meeting minutes from Nov. 5, 2013 were approved unanimously (motion by Myers, 2nd by Boldt)
- There were no citizen comments or observations
- Fire Dept. Update: the recent fire at Culvers was briefly discussed
- Police Dept. Update: Sgt. Todd Kasper recently resigned to take a position as a Sergeant at the Grant Co. Sheriff's Office, Det. Matt Harcus has been promoted to Sergeant to fill this vacancy, and a background check is being done on a person who is currently in the new officer hiring eligibility pool
- Discussion on the Police Department's complaint process-input was received from the Commission on the draft revisions submitted by the City Attorney. These suggestions will be incorporated into the complaint packet as a draft and it will be submitted to the PFC in January for their review.
- The next meeting will be on January 7, 2014 at 5:00 p.m. in the Multi-Purpose Room at the PD
- The meeting adjourned at 5:27 p.m. (Motion by Boldt, 2nd by Myers)

Respectfully Submitted by,

Doug McKinley Chief of Police

WATER & SEWER COMMISSION MINUTES Monday, December 9, 2013 4:00 P.M.

Patrice Steiner called the Regular Meeting of the City of Platteville Water and Sewer Commission to order on Monday, December 9, 2013 at 4:00 p.m. in the Council Chambers of the Municipal Building.

The following members were present: Patrice Steiner, Caroline Kroll, Ken Kilian, and Sarah Fosbinder. City Staff also present: DPW Howard Crofoot, Utility Superintendent Irv Lupee, and Director of Administration Duane Borgen.

The Consent Calendar was presented for consideration. Motion by Kroll and seconded by Fosbinder to approve the Consent Calendar as presented: November 12, 2013 Minutes, November Financial Report, November Bank Reconciliation and Investments Report, Payment of Bills (November 8, 2013 – December 5, 2013) and November Water Quality Report. Motion carried.

Crofoot discussed the proposed 2014 Water & Sewer Budget. The Water portion of the budget totaled \$2,501,469 and the Sewer portion of the budget totaled \$2,792,892. No borrowing is proposed in the 2014 budget. Hourly employees are budgeted to remain at 37 hours per week, with a 2% wage increase on January 1 and 1% wage increase on July 1. Merit pay increases for salaried employees are to be determined early next year. Motion made by Kilian to approve the 2014 Water & Sewer budget. Kroll seconded. Motion carried.

Crofoot reviewed the Chemical bids that were received for 2014. Six of the seven bids were lower than those received for 2013. Motion made by Kroll to approve the Chemical bids as presented. Fosbinder seconded. Motion carried.

Motion made by Kilian and seconded by Kroll to adjourn. Motion carried. Meeting adjourned at 4:35 p.m.

Respectfully Submitted:

Duane H. Borgen Director of Administration

BUILDING INSPECTION DEPT. CITATIONS ISSUED

			1.1			CITATION		
CITATION #	LAST NAME	FIRST NAME	M	VIOLATION ADDRESS	VIOLATION	SENT	FINE	CURRENT STATUS 12/19/13
1580DCL4FN	MCKENZIE	SHAWN/KAY	С	495 IRENE STREET	GARBAGE ACCUMULATION	9/24/2013	\$263.50	GUILTY BY COURT TRIAL
1580DCL4FM	MCKENZIE	SHAWN/KAY	С	495 IRENE STREET	PARKING ON LAWN	9/24/2013		DISMISSED BY JUDGE DAY
1580DCL4FP	MCKENZIE	SHAWN/KAY	С	495 IRENE STREET	JUNK VEHICLE	9/24/2013		GUILTY BY COURT TRIAL
1580DCL4FT	MCKENZIE	КАҮ	С	495 IRENE STREET	GARBAGE ACCUMULATION	10/8/2013	\$326.50	COURT TRIAL 1/8/14
1580DCL4FV	MCKENZIE	KAY	С	495 IRENE STREET	PARKING ON LAWN	10/8/2013		COURT TRIAL 1/8/14
1580DCL4FW	MCKENZIE	KAY	С	495 IRENE STREET	JINK VEHICLE	10/8/2013		COURT TRIAL 1/8/14

NAME	ADDRESS	CLASS						MITS - 2013	3				EROSION/		
240 APPLIED MICRO BLDG	10 E PINE ST	437	VALUE \$16.000.00	REVIEW	BUILDING	SEAL	PLB	ELECT	HVAC	SIGN	RAZING	OCCY	IMPACT/MOVE	DATE	WORK_DONE
241 APPLIED MICRO BLDG	10 E PINE ST	437	\$1,200.00		\$56.00									10/02/13	REMODEL
242 DONNA DAILEY	858 NORTHSIDE DR	328	\$900.00		000 00					\$25.00				10/02/13	SIGNAGE
243 LONNIE HOLZE	755 WASHINGTON ST	101	\$85,000.00	\$25.00	\$25.00									10/02/13	LAWN SHED
244 LONNIE HOLZE	755 WASHINGTON ST	005	\$0.00	\$25.00	\$218.88	\$30.00	\$54.72	\$54.72	\$54.72			\$25.00	\$380.00	10/03/13	NEW HOUSE
245 HAROLD MCPHAIL	440 SOWDEN ST	434	\$5,000.00		\$25.00						\$50.00			10/03/13	RAZE STORAGE SHED
246 CARL JESSEN	1035 MOUNDVIEW DR	434	\$2,276.00		\$25.00									10/03/13	CEMENT WORK
247 CINDY SCHNELLER	740 N FOURTH ST	434	\$475.00		\$25.00									10/03/13	REPLACE 3 WINDOWS
249 DAN WEDIG	350 FLLEN ST	102	\$200,000.00	\$25.00	\$25.00 \$432.00	\$30.00								10/07/13	EGRESS WINDOW
250 MARK ZIDON	160 BROADWAY ST	434	\$1,500.00	925.00	\$25.00	\$30.00	\$108.00	\$108.00	\$108.00			\$25.00	\$760.00	10/07/13	NEW DUPLEX
251 JEFF CHANDLER	345 N SECOND ST	436	\$16,000.00		\$46.08									10/07/13	REPLACE PORCH
252 JIM SCHNELLER	1600 CORNERSTONE PKWY		\$214.800.00	\$30.00	\$553.92	\$30.00	\$138.48							10/07/13	DETACHED GARAGE
253 DAN & STACY OSTERHOLZ	760 N FOURTH ST	434	\$4,200.00	400.00	\$25.00	\$30.00	\$138.48	\$138.48	\$138.48			\$25.00	\$380.00		NEW HOUSE
254 AMANDA DAHLHEIMER	380 N ELM ST	434	\$2.000.00		\$25.00										REROOF
255 LIVE WELL CHIROPRACTIC	10 E PINE ST	001	\$3,200.00		\$25.00		\$25.00	\$30.00						10/14/13	REROOF
256 DARLENE HENRY	50 E DEWEY ST	434	\$3,200.00		\$25,00		\$25,00	\$30.00							PLB & ELECT ALTERATIONS
257 FREE METHODIST CHURCH	350 E FURNACE ST	006	\$2,550.00		\$25.00										BLACKTOP DRIVEWAY
258 DOWN AT THE BOONDOCKS	70 N SECOND ST	437	\$0.00							\$25.00					SIGNAGE
259 LOS AMEGOS LLC	137 E MAIN ST	437	\$4,000.00		\$25.00		\$25.00	\$25.00							PAINT FRONT OF BLDG
260 MARK IHM	535 E MAIN ST	329	\$3,000.00		\$25.00		\$25.00	\$25.00							ADD BAR TO DINING AREA
261 JOEL HERR	610 BROADWAY ST	434	\$3,800.00		\$25.00										CEMENT PARKING AREA
262 JIM HARMS	1180 EASTMAN ST	005	\$0.00		420.00									10/17/13	SIDING
263 TIM INGRAM	25 W MAIN ST	437	\$9,500.00		\$35.00						\$50.00				RAZE HOUSE & BLDGS
264 ROB & HEIDI SERRES	145 MOONLIGHT DR	434	\$4,800.00		\$25.00									10/30/13	INTERIOR DOORWAY
OCTOBER TOTALS (CITY)			\$583,401,00	\$80.00	\$1,641.88	\$90.00	\$351,20	\$356.20	\$301.20	650.00				10/30/13	REPLACE DECK FLOOR
248 BEN REUTER	E-T	000	\$0.00	400.00	\$25.00	\$50.00	\$331.20	\$336.20	\$301.20	\$50.00	\$100.00	\$75.00	\$1,520.00		
OCTOBER TOTALS (E-T)			\$0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0,00				\$380.00	10/07/13	ZONING PERMIT-NEW HOUSE
OCTOBER TOTALS (CITY AND	D E-T)		\$583,401.00	\$80.00	\$1,666,88	\$90.00	\$351.20	\$356.20	\$0.00 \$301.20	\$0.00 \$50.00	\$0.00	\$0.00	\$380.00		
2013 YEAR-TO-DATE TOTALS (CIT			\$9,220,324,95	\$380.00	\$26,500,08	\$355.00	\$5,705.21	\$356.20 \$6,618.21	\$301.20 \$10.183.21	\$50.00 \$875.00	\$100.00 \$175.00	\$75.00 \$525.00	\$1,900.00 \$7,950.00		

							BUILI	ING PERM	IITS - 2013					EROSION/		
#	NAME		CLASS	VALUE	REVIEW	BUILDING	SEAL	PLB	ELECT	HVAC	SIGN	RAZING	OCCY			
	240 APPLIED MICRO BLDG	10 E PINE ST	437	\$16,000.00		\$56.00					01014	INAZING	ULLI	IMPACT/MOVE	DATE	WORK_DONE
	241 APPLIED MICRO BLDG	10 E PINE ST	006	\$1,200.00							\$25.00				10/02/13	REMODEL
	242 DONNA DAILEY	858 NORTHSIDE DR	328	\$900.00		\$25.00					\$25.00				10/02/13	SIGNAGE
	243 LONNIE HOLZE	755 WASHINGTON ST	101	\$85,000.00	\$25.00	\$218.88	\$30.00	\$54.72	\$54.72	\$54.72					10/02/13	LAWN SHED
	244 LONNIE HOLZE	755 WASHINGTON ST	005	\$0.00					401.72	004.72		\$50.00	\$25.00	\$380.00	10/03/13	NEW HOUSE
	245 HAROLD MCPHAIL	440 SOWDEN ST	434	\$5,000.00		\$25.00						\$50.00			10/03/13	RAZE STORAGE SHED
	246 CARL JESSEN	1035 MOUNDVIEW DR	434	\$2,276.00		\$25.00									10/03/13	CEMENT WORK
	247 CINDY SCHNELLER	740 N FOURTH ST	434	\$475.00		\$25.00									10/03/13	REPLACE 3 WINDOWS
	249 DAN WEDIG	350 ELLEN ST	102	\$200,000.00	\$25.00	\$432.00	\$30.00	\$108.00	\$108.00	\$108.00					10/07/13	EGRESS WINDOW
	250 MARK ZIDON	160 BROADWAY ST	434	\$1,500.00		\$25.00		• • • • • •	0100.00	\$100.00			\$25.00	\$760.00	10/07/13	NEW DUPLEX
	251 JEFF CHANDLER	345 N SECOND ST	436	\$16,000.00		\$46.08										REPLACE PORCH
	252 JIM SCHNELLER	1600 CORNERSTONE PKWY	101	\$214,800.00	\$30.00	\$553.92	\$30.00	\$138.48	\$138.48	\$138.48					10/07/13	DETACHED GARAGE
	253 DAN & STACY OSTERHOLZ	760 N FOURTH ST	434	\$4,200.00		\$25.00			0100.40	0730.40			\$25.00	\$380.00		NEW HOUSE
	254 AMANDA DAHLHEIMER	380 N ELM ST	434	\$2,000.00		\$25.00									10/14/13	REROOF
	255 LIVE WELL CHIROPRACTIC	10 E PINE ST	001	\$3,200.00				\$25.00	\$30.00						10/14/13	REROOF
	256 DARLENE HENRY	50 E DEWEY ST	434	\$3,200.00		\$25.00			000.00							PLB & ELECT ALTERATIONS
	257 FREE METHODIST CHURCH		006	\$2,550.00							\$25.00					BLACKTOP DRIVEWAY
	258 DOWN AT THE BOONDOCKS	70 N SECOND ST	437	\$0.00							\$25.00					SIGNAGE
	259 LOS AMEGOS LLC	137 E MAIN ST	437	\$4,000.00		\$25,00		\$25.00	\$25.00							PAINT FRONT OF BLDG
	260 MARK IHM	535 E MAIN ST	329	\$3,000.00		\$25.00		020.00	423,00							ADD BAR TO DINING AREA
	261 JOEL HERR	610 BROADWAY ST	434	\$3,800.00		\$25.00										CEMENT PARKING AREA
	262 JIM HARMS	1180 EASTMAN ST	005	\$0.00								***				SIDING
	263 TIM INGRAM	25 W MAIN ST	437	\$9,500.00		\$35.00						\$50.00				RAZE HOUSE & BLDGS
	264 ROB & HEIDI SERRES	145 MOONLIGHT DR	434	\$4,800.00		\$25.00										INTERIOR DOORWAY
	OCTOBER TOTALS (CITY)			\$583,401.00	\$80.00	\$1,641,88	\$90.00	\$351,20	\$356.20	\$301.20	\$50.00				10/30/13	REPLACE DECK FLOOR
	248 BEN REUTER	E-T	000	\$0.00		\$25,00		4001.20	\$330.20	\$301.20	\$50.00	\$100.00	\$75.00	\$1,520.00		
	OCTOBER TOTALS (E-T)			\$0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	F0.00	** **		\$380.00	10/07/13	ZONING PERMIT-NEW HOUSE
	OCTOBER TOTALS (CITY AN	D E-T)		\$583,401,00	\$80.00	\$1,666,88	\$90.00	\$351.20	\$356.20	\$301.20	\$0.00 \$50.00	\$0.00	\$0,00	\$380.00		
:	2013 YEAR-TO-DATE TOTALS (CIT	Y AND E-T)		\$9,220,324.95	\$380.00	\$26,500.08	\$355.00	\$5,705,21		\$10,183,21	\$50.00 \$875.00	\$100.00	\$75.00	\$1,900.00		
				. ,			+++++++++++++++++++++++++++++++++++++++	40,,00.21	#0,010.21	a10,103.21	3013.00	\$175.00	\$525.00	\$7,950.00		

BUILDING INSPECTION DEPT. CITATIONS ISSUED

		1	-			CITATION		
CITATION #	LAST NAME	FIRST NAME	M	VIOLATION ADDRESS	VIOLATION	SENT	FINE	CURRENT STATUS 01/16/14
1580DCL4FT	MCKENZIE	SEAN	D	495 IRENE STREET	GARBAGE ACCUMULATION	10/8/2013		GUILTY/COURT TRIAL 1/8/14
1580DCL4FV	MCKENZIE	SEAN	D	495 IRENE STREET	PARKING ON LAWN	10/8/2013		GUILTY/COURT TRIAL 1/8/14
1580DCL4FW	MCKENZIE	SEAN	D	495 IRENE STREET	JUNK VEHICLE	10/8/2013		GUILTY/COURT TRIAL 1/8/14
1580DCL4G4	MCKENZIE	KAY	С	495 IRENE STREET	JUNK VEHICLE	1/14/2014	6226 50	
			-	ISS MENE STREET	JONK VEHICLE	1/14/2014	\$326.50	INTAKE 2/10/14

							BUIL	DING PERI	/ITS - 2013	3				EROSION/		
#	NAME	ADDRESS	CLASS	VALUE	REVIEW	BUILDING	SEAL	PLB	ELECT	HVAC	SIGN	RAZING	OCCY	IMPACT/MOVE	DATE	WORK DONE
	279 KCG HOLDINGS, INC	147 KEYSTONE PKWY	437	\$202,708.00		\$710.50							\$25.00		12/02/13	BUILDOUT FOR TENANT
	280 JEFF HAAS	755 GRANT ST	001	\$5,000.00				\$25.00	\$25.00						12/02/13	REMODEL
	281 PERFORMANCE PROP	185 E PINE ST	437	\$3,000.00		\$25.00					\$25.00				12/02/13	SIGNAGE AND INT REMODEL
	282 RANDY WARE	190 CARLISLE ST	001	\$300.00					\$25.00						12/02/13	UPDATE ELECTRIC SERVICE
	283 WASHBURN LLC	155 WASHINGTON ST	434	\$9,800.00		\$50.00									12/03/13	REROOF
	284 TJS, LLC	245 E BUS HWY 151	005	\$8,000.00							\$50.00				12/03/13	SIGNAGE - DUNKIN DONUTS
	285 TJS, LLC	245 E BUS HWY 151	006	\$10,240.00							\$50.00				12/03/13	SIGNAGE - DUNKIN DONUTS
	286 TJS, LLC	245 E BUS HWY 151	001	\$53,500.00					\$540.00						12/04/13	ELECTRIC - DUNKIN DONUTS
	287 DAVID HUDSON	690 LANCASTER ST	328	\$230.00		\$25.00									12/04/13	LAWN SHED
	288 VAASSEN & PLUEMER	147 KEYSTONE PKWY	001	\$26,000,00					\$260.00						12/05/13	ELECTRIC FOR BUILDOUT
	289 CITY OF PLATTEVILLE	1155 N FOURTH ST	002	\$102,000.00						\$0.00					12/09/13	REPLACE BOILER
	290 KCG HOLDINGS, INC	147 KEYSTONE PKWY	001	\$49,800,00					\$500,00						12/10/13	ELECTRIC FOR BUILDOUT
	291 JEFF HAAS	755 GRANT ST	002	\$5,100.00						\$50.00					12/02/13	REPLACE FURNACE
	292 SCOTT WRIGHT	41 MEANS DR, STE B	006	\$1,000.00							\$25.00				12/18/13	SIGNAGE
	293 AKC, LLC	375 E BUS HWY 151	437	\$432,500.00		\$1,309.00		\$50.00	\$190.00	\$350.00					12/11/13	REMODEL
	294 FIDELITY BANK & TRUST	6 INSIGHT DR	006	\$5,100.00							\$50.00				12/18/13	SIGNAGE
	295 TOM BUSSE	210 W CEDAR ST	001	\$10,000.00					\$50.00						12/19/13	ELECTRICAL UPDATES
	296 LANGE RENTALS	270 ELLEN ST	102	\$16,000.00		\$50.00		\$25.00	\$25.00	\$25,00		\$25.00	\$30.00	\$380,00	12/23/13	CONV TO DUPLEX/RAZE SHED
	298 KCG HOLDINGS, INC	147 KEYSTONE PKWY	004	\$8,300.00				\$97.00							12/18/13	PLB FOR BUILD-OUT
	299 HOLLY ZIOBOE	580 N FOURTH ST	434	\$4,000.00		\$25.00									12/30/13	INTERIOR REMODEL
	300 RON TESSMAN	965 E MINERAL ST	434	\$29,397,00		\$50,00									12/30/13	REROOF AND SIDING
	DECEMBER TOTALS (CITY)			\$981,975.00	\$0.00	\$2,244.50	\$0.00	\$197.00	\$1,615.00	\$425.00	\$200.00	\$25.00	\$55,00	\$380.00		
	297 KELSEY BARTON	662 BUS HWY 151 (E-T)	006	\$170.00							\$25.00				12/23/13	SIGNAGE
	DECEMBER TOTALS (E-T)			\$170.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$0,00	\$0.00		
	DECEMBER CITY AND E-T			\$982,145.00	\$0.00	\$2,244.50	\$0.00	\$197.00	\$1,615.00	\$425.00	\$225.00	\$25.00	\$55,00	\$380.00		
	2013 YEAR-TO-DATE TOTALS			\$10,611,035.95	\$380,00	\$35,001.58	\$355.00	\$5,977.21	\$8,308.21	\$10,768.21	\$1,200.00	\$200,00	\$580.00	\$8,330.00		

DEPARTMENT PROGRESS

REPORTS

City of Platteville DEPARTMENT PROGRESS REPORT Director of Administration

January 21, 2014

ACCOMPLISHMENTS

- Standard & Poor's Ratings Services Phone Conference
- Finalized Proposed City Borrowing for 2014
- Finalized Proposed Borrowing to Pay Amount Owed to TID #5 Developer
- Letters Sent to Developers for Amounts Owed to City Per Developer Agreements
- Processed City Council Minutes and W&S Commission Minutes
- Processed Health Insurance Claims and Flex Reimbursements
- Processed Workers Compensation Claims
- Prepared Ordinance & Resolutions, and Published as Required
- Processed City and W&S Payrolls and Payments of Bills
- Cemetery Lot Sales and Burials Processed
- Attended Numerous Meetings

MAJOR OBJECTIVES FOR THE COMING MONTH

- Tax Collections to Continue through January 31
- 2014 Borrowing
- Loan Closing
- Tax Settlement with County
- Process W-2's for City Employees
- Process 1099 Reports for Vendors
- File Annual State and Federal Tax Reports
- Process Payrolls and Payments of Bills
- Continue Personal Property Taxes Collection Process
- Attend Meetings as Scheduled

PUBLIC INFORMATIONAL ITEMS

- W&S Information on City website
- Primary election on February 18, 2014 to reduce the Alderperson At Large candidates to two. The candidates for this position are Brian E. Chapman, Amy Seeboth, and Darrel Browning. NOTE: All residents vote in the National Guard Armory at 475 North Water Street for this election only.
- April 1, 2014 Spring Election

THINGS THAT NEED ATTENTION (City Manager/City Council)

• N/A

COMMITTEE REPORT

• N/A

CITY OF PLATTEVILLE

DEPARTMENT PROGRESS REPORT

CITY ATTORNEY

Week Ending: January 10, 2014

ACCOMPLISHMENTS

- Conferred with police officers on pending cases
- Conferred with police command staff on pending cases
- Conferred with several Department Heads and City Manager on various matters
- Continued to process cases set for trial in January and February, 2014
- Continued to monitor TID #5 DWD Prevailing Wage litigation
- Continued to monitor Kallembach Rental Code litigation
- Attended Police and Fire Commission meeting on January 7, 2014
- Reviewed contract for EMS Hospice Ambulance Service
- Prepared/reviewed revised PFC Bylaws and Rules of Procedure, Citizen Complaint Form, Citizen Charging Document, Police Department Policy Rules of Conduct and Citizen Complaint Cover Letter
- Attended Council meeting on December 10, 2013
- Reviewed final draft of TID #5 Amendment
- Reviewed Offer and conferred with Staff regarding TJT Properties, LLC (Beebe) purchase of lot in Industry Park
- Reviewed and conferred with Howard Crofoot regarding Broadway Street Project
- Attended Court trials on December 19 and 20, 2013 and January 8, 2014
- Conferred with Larry Bierke regarding acquisition of land for storm water detention pond
- Conferred with Airport Commission President Wunderlin regarding evaluation of performance of contractors
- Reviewed Title Commitment purchase of CenturyLink property
- Reviewed Police Department Policy regarding release of information/records
- Conferred with Joe Carroll regarding TID #7 Development Agreement

MAJOR OBJECTIVES FOR THE COMING MONTH

Attend Council meetings as needed

PUBLIC INFORMATION ITEMS

None

THINGS THAT NEED ATTENTION (City Manager/City Council)

None

COMMITTEE REPORT

N/A

CITY OF PLATTEVILLE

DEPARTMENT PROGRESS REPORT

CITY ATTORNEY

Week Ending: January 24, 2014

ACCOMPLISHMENTS

- Conferred with police officers on pending cases
- Conferred with police command staff on pending cases
- Conferred with several Department Heads and City Manager on various matters
- Continued to process cases set for trial in January, February and March, 2014
- Continued to monitor TID #5 DWD Prevailing Wage litigation
- Continued to monitor Kallembach Rental Code litigation
- Reviewed policy for EMS regarding HIPPA compliance
- Finished revisions of PFC Bylaws and Rules of Procedure
- Attended Council meeting on January 14, 2014
- Reviewed Loan Commitment and drafted Mortgage to secure Developer payments-TID #5
- Prepared Counter-Offer regarding TJT Properties, LLC (Beebe) purchase of lot in Industry Park
- Conferred with Staff regarding Broadway Street Project right of way
- Attended Court trial on January 14, 2014
- Attended conference call with Larry Bierke, Howard Crofoot, Terri Weil and Melissa Pahl regarding acquisition of land from Harms for street right of way
- Reviewed closing documents purchase of CenturyLink property
- Conferred with Police Chief regarding release of driver's license number
- Researched annexation of Airport property
- Conferred with City Clerk regarding records request from Smart Procedure
- Attended jury selection by phone City of Platteville vs. Murphy on January 20, 2014

MAJOR OBJECTIVES FOR THE COMING MONTH

Attend Council meetings as needed

PUBLIC INFORMATION ITEMS

None

THINGS THAT NEED ATTENTION (City Manager/City Council)

None

COMMITTEE REPORT

N/A

City of Platteville DEPARTMENT PROGRESS REPORT

City Manager

January 8, 2014 – January 21, 2014

ACCOMPLISHMENTS

- Completed 3 of 10 department head evaluations.
- Met with Farety Waste Disposal to discuss 2015-2020 contract & changes.
- Started a community group to start problem solving a few community issues.
- Completed Bond Rating for Debt Issuance.
- Had two additional "Let's Talk" Listening Sessions.
- Closed on Century Link Parking Lot
- Regular staff and department head meetings.
- Attended a Round Table with the Lt. Governor at UW-P
- Started the GIS computer program "Kick-off"
- Worked on Vision Drive Right-of-Way Extension.
- Drafted a PCAN Policy on membership applications.

MAJOR OBJECTIVES FOR THE COMING MONTH.

- Working on follow-up to the Adopt-a-Park Program.
- Finish Department Head Evaluations & Listening Sessions
- Secure a City Manager under contract for future

PUBLIC INFORMATION ITEMS

- Let's Talk Listening Sessions:
 - o Jan 24th from 7-9 am in G.A.R. Room at City Hall.

THINGS THAT NEED ATTENTION

- CM will be focusing more on forecasting city council questions and being more complete with the city council packet.
- CM will be working on routine of completing staff reports for each CC meeting.

REPORT OF PUBLIC CONCERN

- Citizen complaint at Listening Session on dogs in City Parks (1).
- Attended Rotary and Ubersox Chrysler Chamber Event.

DEPARTMENT PROGRESS REPORT Community Planning & Development



Week Ending: January 24, 2014

ACCOMPLISHMENTS

- Attended a two-day CDBG training session in Madison.
- Continued work on design standards for signage in historic districts.
- Developed a draft modification to the fee schedule regarding the rental inspection and licensing program.
- Finished the Comprehensive Plan update.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Finish several proposed zoning code amendments.
- Complete paperwork for the Library Block feasibility grant.
- Continue working with the Historic Preservation Commission regarding design standards for signage in the downtown historic district.
- Distribute the updated Comprehensive Plan to the required entities.
- Work on a grant to assist with the Chicago's Best redevelopment.

PUBLIC INFORMATION ITEMS

• None

THINGS THAT NEED ATTENTION (City Manager/City Council)

• None

OTHER INFORMATION

• None

City of Platteville

DEPARTMENT PROGRESS REPORT

Brian M Allen, EMS Administrator Platteville Emergency Medical Service

Period ending: 21 January 2014

ACCOMPLISHMENTS

- Ambulance calls for January 50 (as of 01/20)
- ALS Ambulance calls for January 10 (as of 01/20)
- Attended MABAS Presentation
- Attended Planning Meeting for Mass Casualty Drill
- Attended Department Head Meeting
- Completed revisions to Suggested Medical Guidelines
- Finalizing HIPAA revisions
- Personnel Evaluations of staff
- Hospice Transport Agreement
- Monthly Staff Training/Meeting
- Ambulance calls/assist

MAJOR OBJECTIVES FOR THE COMING MONTH

• Continued AEMT level success and Quality Assurance/Quality Improvement

PUBLIC INFORMATION ITEMS

- EMS calls for 2013 63 (as of 01/20)
 - \circ ALS level calls 23 (as of 01/20)
- EMS Calls for 2014 50 (as of 01/20)
 - ALS level calls -10 (as of 01/20)

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

City of Platteville <u>DEPARTMENT PROGRESS REPORT</u> (Museum Director)

01/07/14 through 01/20/14

ACCOMPLISHMENT

Take down the Christmas Exhibit

Planning for the Rollo Jamison Museum Classic Toy Train Exhibit

Building the RJM Classic Toy Train Exhibit

Found speakers for three programs for the RJM Winter Lyceum

Snow removal

MAJOR OBJECTIVES FOR THE COMING MONTH

RJM Classic Toy Train Exhibit Feb.1, 2, 8 and 9

Write the 2013 annual report for Museum Board consideration

Work on collection storage in the Rollo Jamison Museum

Preparing for the RJM Winter Lyceum

Interior maintenance projects

PUBLIC INFORMATION ITEMS

The Classic Toy Train Exhibit at the Rollo Jamison Museum will be open Feb. 1-2 and Feb. 8-9 from 10-4. There will be exhibits with classic toy trains and two 8' x 28' operating layouts with Lionel Standard and O gauge trains, Bridges, tunnels and buildings. Reproduction classic tin-type engines, cars and accessories, and a floor train play area for kids. You can bring your O gauge engine to run on the museum's layout.

City of Platteville

DEPARTMENT PROGRESS REPORT

Police Department

Week Ending: Saturday, January 18, 2014

ACCOMPLISHMENTS

- Officer Tony Vander Velden has been hired and he is taking part in his Field Training.
- Progress continues to be made towards implementation of our new record management system and we have a "go-live" date in early February with Dept. training days scheduled for Feb. 4th and 6th.
- A community listening session was held at the Police Dept. on Jan. 12th.
- The Department's Annual Report has been completed and it is available on the PD's website.
- The PD's complaint process has been updated and revised with input from the PFC and the City Attorney.

MAJOR OBJECTIVES FOR THE COMING MONTH.

- Begin planning a process for establishing an eligibility pool for new police officers.
- Implement the Talon Incident Management System (TIMS)

PUBLIC INFORMATION ITEMS

- Dog licenses for residents who own dogs are only available for purchase at the Platteville Police Dept.
- Winter parking regulations are in effect and being enforced.

THINGS THAT NEED ATTENTION (City Manager/City Council)

• Review and consideration of the tentative agreement with the WPPA union representing the Police Officers

COMMITTEE REPORT

• The next PFC meeting is scheduled for 5:00 p.m. on Feb. 4th, 2014 at the Platteville Police Department. The meeting minutes from the December meeting were approved at the January 7th, 2014 meeting and they have been posted on the website.

City of Platteville

DEPARTMENT PROGRESS REPORT

Department of Public Works Howard B. Crofoot, P.E.

Period Ending: January 21, 2014

ACCOMPLISHMENTS

- Submitted initial request for DOT 80/20 grant for Taxi/Bus study.
- Nearing completion of Pool Boiler replacement project
- Street Department managed snow storms
- Held kick off meeting with GIS contractor

MAJOR OBJECTIVES FOR THE COMING MONTH

- Complete Pool Boiler project
- Complete design on Broadway project
- Complete designs on other 2014 projects

PUBLIC INFORMATION ITEMS

- Platteville Human Powered Trails group would like to install a single track trail system in the Knollwood Park/Greenway wooded area. The Public is invited to comment at the next Parks, Forestry & Recreation Committee meeting on February 17, 2014 at 7:00 p.m. in the GAR Room.
- Enclosed is a report detailing the rider demographics for the Shared Ride Taxi from September through December 2013. There were 540 riders in 404 trips. Slightly over half (277) were described college students or college age. 108 riders were described as disabled adults or disabled elderly. There were a maximum of 103 riders in the 10 − 11 pm hour and a minimum of 51 riders in the 1 − 2 am hour.

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

- **Community Safe Routes Committee (CRSC):** The last meeting was on January 20, 2014. Discussed Culver's redevelopment and requested additional information. Staff to schedule a Special Meeting when preliminary design is complete. Next Regular meeting on February 17, 2014.
- Park, Forestry & Recreation Committee (PFR): The last meeting was on January 20, 2014. Next meeting on February 17, 2014.
- Water & Sewer Commission: See minutes.

Platteville Shared Ride information needed for the council

Platteville Shared Ride Taxi-Hours running from 8pm til 3am Thursday, Friday, and Saturday- Sep - Dec 2013

Date	Week Day	Residents/ Adults	Dis Adult	Elderly	Dis Elderly	K-3 to 17	College Student		8pm	9pm	10pm	11pm	12am	1am	2am-3am	Total number of People	Total trips
									2 K3-17								
									3 elderly								
									2 dis adult	3 dis adul t	5 dis adult	4 dis adult			5 dis adult		
									4 adult	2 adult	3 adult	11 adult	3 dis adult	3 adult	2 adult		
	Thur	26	21	3	0	2	58		10 college	15 college	4 college	8 college	6 college	13 college	2 college	110	87
										1 dis elder	3 elderly	1 elderly		3 elderly	3 elderly		
									7 dis adult	5 dis adult	5 dis adult	4 dis adult	10 dis adult	8 dis adult	9 dis adult		
									13 adult	8 adult	9 adult	8 adult	3 adult	5 adult	3 adult		
	Fri	50	48	9	1	0	90		24 college	14 college	15 college	9 college	6 college	10 college	12 college	198	155
									2 elderly								
									1 dis elder	2 elderly		1 elderly	1 dis elder				
									6 dis adult	1 dis adult	3 dis adult	2 dis adult	5 dis adult	4 dis adult	14 dis adult		
									18 adult	6 adult	14 adult	6 adult	9 adult	2 adult	6 adult		
	Sat	61	35	4	3	0	129		9 college	22 college	39 college	17 college	7 college	3 college	32 college	232	162
Weekend Total		137	104	16	4	2	277								Total	540	404
Crear d Tatala		427	404			-		KD 17	2	0	0	0	0	0		2	
Grand Totals		137	104	16	4	2	277	КЗ-17	2	0	0	0	0	0	0	2	
							540	Adult	35	15	27	25	13	10	11	136	
								Disabled	16	10	15	7	19	12	29	108	
															23	200	
								Elderly	19	1	10	4	3	7	18	62	
								College	29	51	51	26	22	22	31	232	
								-	101	77	103	62	57	51	89	540	404

Project Update 01/21/2014

Pool Boiler: Work is scheduled to be completed by the end of January.

Broadway: 2013 work is complete. We are holding a small amount to ensure the grass grows in the spring. 2014 design work is progressing. The plan is to bid early so that we can start work as soon as the weather allows.

Water Street: DOT sent the questionnaires to property owners. The DOT will schedule the contractor to come back in the spring of 2014 to repair lawn areas.

<u>Wal-Mart Bike Path:</u> This is a 2014 project to connect the existing bike path at Keystone Parkway behind Wal-Mart to Progressive Parkway in front of Wal-Mart. The path will be on an easement along the lot line between Wal-Mart and Menards. It is in the design phase.

Industry Park Expansion: This is a 2014 project to use TIF 4 funding as match for grants to do some infrastructure work in the new 39 acre Industry Park Expansion area formerly owned by Rosemeyer. TIF 4 funding will close in November 2014. This is in the planning stage.

Elm Street Lift Station & Force Main: This is a Water & Sewer project to rehabilitate the pumps & electrical systems for the Lift Station at the corner of North Elm Street and West Golf Drive. It will also look at rehab or replacement of the force main (pressure pipe) that goes from the lift station to the gravity sewer line on Ridge Avenue. This is in design.

City of Platteville

DEPARTMENT PROGRESS REPORT

Luke Peters Recreation Coordinator

Week Ending: January 21, 2014

ACCOMPLISHMENTS

- Wrote and distributed a press release to promote the Snow Softball Tournament.
- Met with the swim coach, Matt Wunderlin, to discuss possibilities of making the program revenue neutral.
- Met with the pool manager, Deb Dunbar, to discuss any changes that need to be noted in the city newsletter.
- Met with Platteville Youth Baseball president, Vince Graney to update there information for the city newsletter.
- Distributed the Sponsorship Brochure. In the first week we have raised approximately \$3,000 in funds.
- Installed an AED on first floor in City Hall.
- Continued entering Spring/Summer programming into ActiveNet.
- Scheduled makeup games for Women's Volleyball.
- Attended Community Safe Routes and Parks, Forestry, and Recreation Committee meetings.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Attend the grant writing workshop put on by the Dubuque Racing Association.
- Attend the Let's Talk event with the City Manager.
- Transport shelving from theater to external storage facilities.
- Continue to organize and take inventory of external storage facilities.
- Continue working on the 2014 Spring / Summer Recreation Newsletter.
- Complete and submit the Baseball Tomorrow Fund grant.
- Complete Playful City USA application.

PUBLIC INFORMATION ITEMS

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMITTEE REPORTS

- Community Safe Routes Committee (CSRC): Please see Director of Public Works report. Next meeting is Monday, February 17, 2014.
- **Parks, Forestry & Recreation Committee:** *The Committee* was presented a proposal for the installation of a single track trail within the greenway of Knollwood Park. They have asked that the proposed trail be marked and a notice be drafted and distributed to seek input from local residents and businesses. *The Committee* expressed interest in pursuing matching fund grants to increase the backstop fence heights at Legion Park. *The*

Committee proposed that a memorandum be drafted to allow the Rotary Club to sell concessions at City recreation soccer events, with half of the profits being returned to the City. *The Committee* agreed to support a Temporary Class B License issued to the Platteville Jaycee's Club for the sale of beer at the Snow Softball Tournament. Next meeting is Monday, February 17, 2014.

-

City of Platteville DEPARTMENT PROGRESS REPORT Senior Center

Week Ending: January 18, 2014

ACCOMPLISHMENTS

- Undecorated the center from Christmas and decorated for Valentines Day week of 1/6
- Closed due to weather 1/6 & 1/7, closed early due to snow 1/10
- SC Assistant back 1/6
- SC Rental Dick Grindell 90th Birthday Party 1/18
- Birthday Party & Bingo 1/15
- Afghan donated by Betty Kerkenbush as a special prize at Bingo 1/18
- Meetings: Tim Boldt, Pioneer Ford, re: bus service record and continuing issues 1/4; Senior Citizen's Association 1/10; Commission on Aging 1/17
- Regular Activities: Music w/Vera 1/8, 1/15, Exercise Classes, Bridge/Smear, Euchre, 500/Solo, Cribbage, Sheepshead

MAJOR OBJECTIVES FOR THE COMING MONTH

- Resolution of Bus Issues
- SC Policy Development ongoing

PUBLIC INFORMATION ITEMS

- Card Bingo is making a come back! Every time there is a 5th Wednesday in 2014, we will hold a Card Bingo Day! Bring \$1 worth of dimes and join the fun. We will play 10 games, play begins at 12:45pm. Transportation home available from the ADRC bus. For more information call 348-9934.
- Pizza Party & Euchre! Saturday February 15th enjoy at the center with pizza, beverage, and euchre. Pizza and beverage will be served from 11:30-12:30. Cost only \$1. No charge for euchre – prizes provided by the Senior Citizens Association. Registration requested by February 14th - 348-9934
- What to do when you are well enough to leave the hospital but not quite well enough to go home? Find out more about rehabilitative care from Angie Donovan, Manor Care, Tuesday, February 11, 1-2pm. Please let us know you are coming by calling the center at 348-9934.

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

The Commission on Aging (COA) was formed by resolution of the Common Council. The Commission's function is to determine the needs of Platteville senior citizens, to create community awareness of these needs, and to develop resources and services to meet these needs. This is accomplished by working with other area agencies and organizations.

Next meeting will be held on February 21, 2014 at the Platteville Senior Center @ 9am. Approved meeting minutes are available at <u>www.platteville.org/commissiononaging</u>.

City of Platteville		
STAFF REPORT	AND	FISCAL
NOTE		

Title:

Resolution 14-04Authorizing The Issuance Of A \$3,700,000 Taxable Tax Increment Project Revenue Bond (TID No. 5)

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Based upon the amendments in 2013 to the Tax Incremental Finance District No. 5 Project Plan, the 2014 City budget approved by the Council included borrowing funds to pay off the amount owed to the Platteville Development Group. Currently the Platteville Development Group has a 2.75% loan from American Trust & Savings Bank.

After discussions with American Trust & Savings Bank, we have negotiated a loan where the interest rate will remain at 2.75% through 9/30/18, then adjusting every five years thereafter to a fixed rate equal to the 5 year US Treasury Notes plus 2%, with an interest rate floor of 3.25% and a ceiling of 5%. The maturity date would be 9/30/25 and semi-annual loan payments. There would also be a loan fee of approximately \$11,000.

With the "Loan Payoff Amount" estimated to be \$4,446,205 and the City applying \$746,205 of 2014 TID #5 taxes, the amount needed to borrow to pay down the existing note would be \$3,700,000. With the City receiving approximately \$930,000 in TID #5 revenues in 2014, the remaining TID #5 taxes would be used for the September interest payment, the bike trail expenses, and other TID #5 related expenses.

Recommendation:

Council to approve Resolution No. 14-04 Authorizing The Issuance Of A \$3,700,000 Taxable Tax Increment Project Revenue Bond (TID No. 5).

Impact Of Adopting Proposal:

Amount owed to Platteville Development Group for TID #5 expenses will be paid in full.

Fiscal Effect (check/circle all that apply)	Budget Effect:
No fiscal effect Creates new expenditure account Creates new revenue account X Increases expenditures	X Expenditure authorized in budget No change to budget required Expenditure not authorized in budget Budget amendment required
X Increases revenues Decreases fund balance	Vote Required: _XMajority Two-Thirds

This borrowing will be paid from TID taxes and will not be part of the State's 5% borrowing limit.

		Revenue C	hanges:	No Dudoot Among devout Domiting				
Budget Amendment No Account Number				No Budget Amendment Required Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Tota	ls			

Prepared By:

repuieu Dy.	
Department: City Manager	
Prepared By: Lawrence F. Bierke	Date: January 21, 2014

RESOLUTION NO. 14-04

A RESOLUTION AUTHORIZING THE ISSUANCE OF A \$3,700,000 TAXABLE TAX INCREMENT PROJECT REVENUE BOND (TID NO. 5)

WHEREAS, the City of Platteville, Grant County, Wisconsin (the "City") has undertaken and financed projects in the City's Tax Incremental District No. 5 ("TID No. 5") pursuant to a Development Agreement and a TID #5 Finance Agreement with Platteville Development Group, Inc. (the "Developer");

WHEREAS, pursuant to the TID #5 Finance Agreement, the City has agreed to reimburse the Developer for the cost of certain public improvements constructed by the Developer in TID No. 5;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to pay to the Developer the balance of the amount owed to the Developer pursuant to the terms of the TID #5 Finance Agreement;

WHEREAS, the community development and redevelopment projects in TID No. 5 constitute a revenue-producing enterprise of the City which is operated for a public purpose and constitutes a "public utility" within the meaning of Section 66.0621, Wis. Stats.; and

WHEREAS it is desirable to borrow the funds needed to pay the amount owed to the Developer through the issuance of revenue bonds pursuant to Section 66.0621, Wis. Stats., which bonds are to be payable only from tax increment revenues generated from the property within TID No. 5 (the "Property") and appropriated by the City to pay the bonds;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Platteville, Grant County, Wisconsin, as follows:

Section 1. Authorization of Revenue Bond. For the purpose described above, the City shall issue its "Taxable Tax Increment Project Revenue Bond (TID No. 5)" (the "Bond") to American Trust & Savings Bank, Dubuque, Iowa (the "Purchaser"). The Bond shall be in the principal amount of \$3,700,000 and shall be dated its date of issuance. The Bond shall be sold to the Purchaser at a purchase price equal to the principal amount of the Bond.

The Bond shall bear interest at a fixed rate of 2.75% per annum through September 30, 2018. On September 30, 2018 and September 30, 2023, the interest rate shall adjust to a fixed rate equal to the interest rate on five-year U.S. Treasury Notes as published by the Federal Reserve Bank for the business day prior to the adjustment date plus 2.00%. The adjusted interest rate on the Bond shall not be less than 3.25% or greater than 5.00% per annum.

Principal of and interest on the Bond shall be payable in installments on March 31 and September 30 of each year commencing March 31, 2015 and continuing through and including September 30, 2025 (each, a "Bond Payment Date"). The amount of principal payable on the Bond on each Bond Payment Date is set forth on the schedule attached hereto as <u>Exhibit A</u>. The City's obligation to pay all or any portion of the Bond shall terminate with the final payment made on September 30, 2025. The payment due on each Bond Payment Date shall be payable from the Available Tax Increment (defined below) which is appropriated by the Common Council to payment of the Bond.

"Available Tax Increment" means an amount equal to the annual gross tax increment revenue actually received and retained by the City which is generated by the increment value of the Property.

The Bond shall be subject to prepayment in whole or from time to time in part at any time, at the option of the City.

The schedule of payments on the Bond is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Bond shall be signed by the manual or facsimile signatures of the City Manager and City Clerk of the City (provided that, unless the City has contracted with a fiscal agent to authenticate the Bond, at least one of such signatures shall be manual), and sealed with the corporate seal of the City, or a facsimile thereof.

The Bond shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and the revenues pledged to such Fund pursuant to this Resolution.

<u>Section 2.</u> Form of Bond. The Bond shall be in substantially the form set forth on <u>Exhibit B</u> hereto.

<u>Section 3. Payable Solely From Revenues</u>. The Bond shall be payable only out of the Special Redemption Fund as hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and from the revenues pledged to such fund, and shall be payable solely from the Available Tax Increment which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the Common Council to the payment of the Bond (hereinafter referred to as "Revenues").

As stated above, the application of the Available Tax Increment to payment of the Bond is subject to future annual appropriation by the Common Council. However, the City fully expects and anticipates that to the extent the Available Tax Increment is generated and received by the City, it will appropriate such Available Tax Increment to the payment of the principal of and interest on the Bond.

Any Available Tax Increment which is in excess of the amount of principal and interest due on the Bond on any Bond Payment Date may be applied by the City to pay other project costs of TID No. 5.

Section 4. Special Redemption Fund. For the purpose of the application and proper allocation of the Revenues, and to secure the payment of the principal of and interest on the Bond, the Special Redemption Fund is hereby created and shall be used solely for the purpose of paying principal of and interest on the Bond in accordance with the provisions of the Bond and this Resolution.

Uninvested money in the Special Redemption Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Special Redemption Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Special Redemption Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the Bond, or deposited in the local government pooledinvestment fund. All income from such investments shall be deposited in the Special Redemption Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Special Redemption Fund.

All Revenues shall be deposited in the Special Redemption Fund, and no other fund is created by this Resolution.

<u>Section 5.</u> Application of Revenues to Payment of the Bond. On each Bond Payment Date, the City shall apply to the payment due on the Bond the Available Tax Increment which has been appropriated by the Common Council to the payment of the principal of and interest on the Bond.

If on any Bond Payment Date there shall be insufficient Revenues to pay the principal of and interest due on the Bond, the amount due but not paid shall accumulate, with interest at the rate payable on the Bond (as adjusted from time to time), and be payable on the next Bond Payment Date until the final Bond Payment Date.

If after making the payment due on the final Bond Payment Date, there remain amounts outstanding and unpaid on the Bond, then the remaining balance of principal of and interest on the Bond shall be deemed paid in full, it being understood that upon making the payment due on the final Bond Payment Date, the obligation of the City to make any further payments on the Bond shall terminate. The City shall have no obligation to pay any amount of principal or interest on the Bond which remains unpaid after the final Bond Payment Date and the owner of the Bond shall have no right to receive payment of such amounts.

If for any reason (other then voluntary resolution of the Common Council) TID No. 5 terminates prior to the final Bond Payment Date, and there remain amounts outstanding and unpaid on the Bond, then the remaining balance of principal of and interest on the Bond shall be deemed paid in full, it being understood that upon such termination of TID No. 5, the obligation

of the City to make any further payments on the Bond shall also terminate. The City shall have no obligation to pay any amount of principal or interest on the Bond which remains unpaid upon termination of TID No. 5 and the owner of the Bond shall have no right to receive payment of such amounts.

<u>Section 6. Persons Treated as Owners; Transfer of Bond</u>. The City Treasurer shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal of and interest on the Bond 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 Bond to the extent of the sum or sums so paid.

The Bond may be transferred or assigned by the registered owner thereof only with the consent of the City, by surrender of the Bond at the office of the City Treasurer accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer or assignment, the City Treasurer shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the Bond and re-issue the Bond (or a new Bond or Bonds of like aggregate principal amount and maturity).

The Bond may be exchanged for a new Bond or Bonds of like aggregate principal amount and maturity.

<u>Section 7. General Authorizations</u>. The City Manager and City Clerk and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under this Resolution and the Bond.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

<u>Section 8.</u> Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

<u>Section 9. Effective Date</u>. This Resolution shall be effective immediately upon its passage and approval.

PASSED BY THE COMMON COUNCIL on the 28th day of January, 2014.

Eileen Nickels, Council President ATTEST: Jan Martin, City Clerk

EXHIBIT A

Principal Payment Schedule

Bond Payment Date	Principal Amount Payable
03/31/2015	\$
09/30/2015	
03/31/2016	
09/30/2016	
03/31/2017	
09/30/2017	
03/31/2018	
09/30/2018	
03/31/2019	
09/30/2019	
03/31/2020	
09/30/2020	
03/31/2021	
09/30/2021	
03/31/2022	
09/30/2022	
03/31/2023	
09/30/2023	
03/31/2024	
09/30/2024	
03/31/2025	
09/30/2025	

EXHIBIT B

(Form of Taxable Tax Increment Project Revenue Bond)

UNITED STATES OF AMERICA STATE OF WISCONSIN COUNTY OF GRANT CITY OF PLATTEVILLE

TAXABLE TAX INCREMENT PROJECT REVENUE BOND (TID NO. 5)

	Date of	Principal
Number	Original Issue	Amount
R-1	, 2014	\$

FOR VALUE RECEIVED, the City of Platteville, Grant County, Wisconsin (the "City"), promises to pay to American Trust & Savings Bank, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount hereof and interest hereon at the rate set forth below in installments as described below.

This Bond is issued pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund." This Bond is issued pursuant to a resolution adopted on January 28, 2014 by the Common Council of the City (the "Resolution") for the purpose of paying the cost of certain public improvements in Tax Incremental District No. 5 (the "TID"). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The principal of and interest on this Bond shall be payable solely from Available Tax Increments (as defined below) received by the City with respect to the TID which are appropriated by the Common Council to the payment of this Bond (the "Revenues"). Reference is hereby made to the Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond has been issued.

The Bond shall bear interest at a fixed rate of 2.75% per annum through September 30, 2018. On September 30, 2018 and September 30, 2023, the interest rate shall adjust to a fixed rate equal to the interest rate on five-year U.S. Treasury Notes as published by the Federal Reserve Bank for the business day prior to the adjustment date plus 2.00%. The adjusted interest rate on the Bond shall not be less than 3.25% or greater than 5.00% per annum.

Principal of and interest on the Bond shall be payable in installments on March 31 and September 30 of each year commencing March 31, 2015 and continuing through and including September 30, 2025 (each, a "Bond Payment Date"). The amount of principal payable on each Bond Payment Date is set forth on the schedule attached hereto. The City's obligation to pay all or any portion of this Bond shall terminate with the final payment made on September 30, 2025. The amount of each semi-annual payment due on each Bond Payment Date shall be payable from the Available Tax Increment (as defined below) which is appropriated by the Common Council to payment of the Bond.

"Available Tax Increment" means an amount equal to the annual gross tax increment revenue actually received and retained by the City which is generated by the increment value of the Property (as defined in the Resolution).

If on any Bond Payment Date there shall be insufficient Revenues to pay the principal of and interest due on this Bond, the amount due but not paid shall accumulate, with interest at the rate payable on the Bond (as adjusted from time to time), and be payable on the next Bond Payment Date until the final Bond Payment Date.

If after making the payment due on the final Bond Payment Date, there remain amounts outstanding and unpaid on the Bond, then the remaining balance of principal of and interest on the Bond shall be deemed paid in full, it being understood that upon making the payment due on the final Bond Payment Date, the obligation of the City to make any further payments on the Bond shall terminate. The City shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after the final Bond Payment Date and the owner of this Bond shall have no right to receive payment of such amounts.

If for any reason (other then voluntary resolution of the Common Council) the TID terminates prior to the final Bond Payment Date, and there remain amounts outstanding and unpaid on the Bond, then the remaining balance of principal of and interest on the Bond shall be deemed paid in full, it being understood that upon such termination of the TID, the obligation of the City to make any further payments on the Bond shall also terminate. The City shall have no obligation to pay any amount of principal or interest on the Bond which remains unpaid upon termination of the TID and the owner of the Bond shall have no right to receive payment of such amounts.

This Bond is subject to prepayment in whole or from time to time in part at any time, at the option of the City.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENT OR REVENUES WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

THE CITY'S PAYMENT OBLIGATIONS HEREUNDER ARE SUBJECT TO FUTURE ANNUAL APPROPRIATION BY THE COMMON COUNCIL OF THE AVAILABLE TAX INCREMENT OR OTHER AMOUNTS TO MAKE PAYMENTS DUE ON THIS BOND. THIS BOND IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY, AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES, TO THE EXTENT, AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND, AND NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

This Bond is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned only with the consent of the City. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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 Bond have been done, have existed and have been performed in due form and time. IN WITNESS WHEREOF, the Common Council of the City of Platteville, Grant County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF PLATTEVILLE,

	GRANT COUNTY, WISCONSIN
(SEAL)	By Lawrence F. Bierke City Manager
	By Jan Martin City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Platteville, Grant County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of <u>Registration</u>	Name of <u>Registered Owner</u>	Signature of <u>City Clerk</u>

City of Platteville	
STAFF REPORT AN	D FISCAL
NOTE	

Original	<u> </u>	U

<u>X</u>	Update		

Title:

Resolution 14-05 Authorizing The Issuance And Sale Of \$5,500,000 General Obligation Promissory Notes

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

In 2010 the City of Platteville borrowed \$4,700,000 for the new Police Department building and for Street Projects. A 2009 stimulus plan utilizing Build America Bonds was used, with the City paying a higher interest rate up front, but then receiving a rebate from the Federal Government for 35% of the interest paid. This resulted in a lower net interest rate than if the City would have done normal borrowing. However, due to across-the-board federal spending cuts known as sequestration, the City is now receiving only 26.3% of the interest paid (rebate) and this is considered to be a "Material Event". Our Financial Advisor is recommending that the remaining principal balance of \$3,800,000 be refunded for a savings in the amount of interest that will be paid.

The 2014 CIP budget also has \$1,292,645 in borrowing for the Broadway Street project and \$385,000 in borrowing in TIF #6 for a Storm Water Pond. These projects are also included in this borrowing.

Recommendation:

Council to approve Resolution No. 14-05 Authorizing The Issuance And Sale of \$5,500,000 General Obligation Promissory Notes.

Impact Of Adopting Proposal:

The City of Platteville will have \$1,700,000 in new borrowing, and \$3,800,000 in loans will be refinanced.

Fiscal Effect (check/circle all that apply)	Budget Effect:
No fiscal effect	\underline{X} Expenditure authorized in budget
Creates new expenditure account	No change to budget required
Creates new revenue account	Expenditure not authorized in budget
<u>X</u> Increases expenditures	Budget amendment required
X Increases revenues	Vote Required:
Decreases fund balance	X Majority
	Two-Thirds
	Two-Thirds
Narrative/assumptions About Long Range Fiscal Eff	Tect:

Refunding the \$3,800,000 Build America Bonds and borrowing for CIP and TIF projects were included in the 2014 budget.

Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required				
Account Number			Account Name	Budget Prior to Change	Debit	Credit	Amended Budget	
Fund	CC	Account	Object					
	•••••							-
				Totals				

Prepared By:

Department: Director of Administration	
Prepared By: Duane H. Borgen,	Date: January 21, 2014

RESOLUTION NO. <u>14-05</u>

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$5,500,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the City of Platteville, Grant County, Wisconsin (the "City") heretofore issued its Taxable General Obligation Promissory Notes (Build America Bonds - Direct Payment), dated March 24, 2010 (the "2010 Notes") and irrevocably designated such issue to be qualified "Build America Bonds" within the meaning of Subsection 54AA(g) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder by the U.S. Department of Treasury (the "Regulations") so that the City is eligible to claim refundable credits with respect to each interest payment on the 2010 Notes, payable to the City by the Secretary of the United States Department of the Treasury ("Treasury");

WHEREAS, on August 12, 2013, the City was notified by the Treasury that the credit payment it requested with respect to the September 1, 2013, interest payment on the 2010 Notes was reduced by 8.7%, pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended;

WHEREAS, the 2010 Notes are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any day, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date of redemption, in the event that either (a) Section 54AA or 6431 of the Code is repealed, amended or modified in a manner which results in a reduction or elimination of the City's 35% cash subsidy payment from the Treasury or (b) the Treasury fails to make a cash subsidy payment to which the City is entitled and such failure is not caused by any action or inaction by the City;

WHEREAS, the Treasury's reduction in the credit payment with respect to the September 1, 2013, interest payment was not due to any action or inaction by the City, and as a result, the extraordinary redemption provision referred to above was triggered, and the 2010 Notes are eligible to be redeemed on any day;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the 2010 Notes maturing in the years 2015 through 2020 (the "Refunded Obligations") (the "Refunding") due to Treasury's failure to make the full cash subsidy payment;

WHEREAS, the City is also in need of funds for public purposes, including paying the cost of street improvement projects and storm sewer projects included in the City's Capital Improvement Plan and projects in the City's tax incremental financing districts (the "Project");

WHEREAS it is desirable to borrow the funds needed for such purposes through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wis. Stats; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory notes (the "Notes") to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its

note purchase proposal attached hereto as <u>Exhibit A</u> and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale 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 FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

<u>Section 2. Terms of the Notes</u>. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$5,500,000; shall be dated their date of issuance; 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 October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as <u>Exhibit B-1</u> and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2014. 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 <u>Exhibit B-2</u> and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2021 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2020 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 City 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.

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 C 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 City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2022 for

the payments due in the years 2014 through 2023 in the amounts set forth on the Schedule. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Notes in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2014.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City 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 City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City 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 City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2014 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, 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 City 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 \$5,500,000 General Obligation Promissory Notes - 2014" (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 City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City 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 City 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 City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(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 City, unless the Common Council 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 City 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. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

<u>Section 9. Compliance with Federal Tax Laws</u>. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain

the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

<u>Section 10.</u> Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City 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 City 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 City 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 City hereby authorizes the officers and agents of the City 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.

<u>Section 12. Payment of the Notes; Fiscal Agent</u>. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City 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 City Manager and City 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 City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. 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 City at the close of business on the Record Date.

Section 15. 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 City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council 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 City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City 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 City 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 City Manager and City Clerk, or other officer of the City 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 City's Undertaking.

<u>Section 18. Redemption of the Refunded Obligations</u>. The Refunded Obligations are hereby called for prior payment and redemption on March 1, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as <u>Exhibit D</u> and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

<u>Section 19. Record Book</u>. The City 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 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City 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.

<u>Section 21. Conflicting Resolutions; Severability; Effective Date</u>. All prior resolutions, rules or other actions of the Common Council 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.

PASSED BY THE COMMON COUNCIL on the 28th day January, 2014.

ATTEST:

Eileen Nickels, Council President

Jan Martin, City Clerk

EXHIBIT A

Note Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

	UNITED STA	TES OF AMERICA	A	
REGISTERED	STATE O	F WISCONSIN		DOLLARS
	GRAN	T COUNTY		
NO. R	CITY OF 1	PLATTEVILLE		\$
	GENERAL OBLIGAT	ION PROMISSOR	Y NOTE	
MATURITY DATE:	ORIGINAL DA	TE OF ISSUE:	INTEREST RAT	E: CUSIP:
October 1		, 2014	%	
October 1,		_, 2014	70	
DEPOSITORY OR ITS	S NOMINEE NAME:	CEDE & CO.		
PRINCIPAL AMOUN	T:	THOU	JSAND DOLLARS	•
	(\$)			

FOR VALUE RECEIVED, the City of Platteville, Grant County, Wisconsin (the "City"), 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 is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2014 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 the City Clerk or City Treasurer (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 City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,500,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street improvement projects and storm sewer projects included in the City's Capital Improvement Plan and projects in the City's tax incremental financing districts and refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on January 14, 2014 and January 28, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2021 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2020 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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 City, 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 has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City 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 City 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 City 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 City 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, fullyregistered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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 City of Platteville, Grant 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 City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF PLATTEVILLE, GRANT COUNTY, WISCONSIN

By:

Lawrence F. Bierke City Manager

(SEAL)

By:

Jan Martin City Clerk

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 D

NOTICE OF FULL CALL*

CITY OF PLATTEVILLE GRANT COUNTY, WISCONSIN TAXABLE GENERAL OBLIGATION PROMISSORY NOTES (BUILD AMERICA BONDS - DIRECT PAYMENT) DATED MARCH 24, 2010

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City, as a result of the occurrence of an Extraordinary Event (as defined in the Notes), for prior payment on March 1, 2014 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	<u>CUSIP No.</u>
03/01/2015	\$ 300,000	3.20 %	727873GY1
03/01/2016	325,000	3.625	727873GZ8
03/01/2017	350,000	3.875	727873HA2
03/01/2018	375,000	4.50	727873HB0
03/01/2019	425,000	4.625	727873HC8
03/01/2020	2,025,000	4.75	727873HD6

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on March 1, 2014.

By Order of the Common Council City of Platteville City Clerk

Dated _

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to March 1, 2014. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, 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 March 1, 2014 and to the MSRB.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



Memorandum

To: Platteville Council MembersFrom: Valerie Martin, Finance DirectorDate: January 28, 2014Re: WPPA Contract Increases

If the council approves the proposed WPPA contract, the following would be the wage increases for the corresponding years.

2014 = \$1,246

Increase is only \$1,246 because of personnel changes.

2015= \$28,243.00

2016= 24,579.00

City of Platteville STAFF REPORT AND FISCAL NOTE

X Original

Update

Title: 2014-2016 WPPA Union Contract

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The City of Platteville City Manager, Police Chief, and our Attorney have negotiated the attached contract with the Wisconsin Professional Police Association for years 2014-2016. As we have in past negotiation sessions, we considered many factors, including comparable communities and their salary structure, what the City has been able to offer non-union general employees, as well as new laws that have impacted our contractual relationship with WPPA.

Briefly here are the major changes:

A The wage structure for 2014 is a 1% increase in Jan, a 1% increase in July, and a 1% increase in October. In 2015 and 2016 we settled on a 1% increase in Jan and a 1% increase in July of each year. (Appendix B)

B. The shift differential was increased by 5 cents (Article VII, Section 3).

C. Updated Residency Requirements to comply with new state law. (Article XXI, Section1)

There were minor changes also made to sick leave, health insurance, and retirement to comply with new state laws.

Enclosed is a "Red-Lined" version for your review.

The additional expenses created by this agreement in 2014 can be absorbed by the department because of compensation differences between the resignation of Sergeant Kasper and the subsequent promotion of Sergeant Harcus.

Recommendation:

Staff recommends a motion to approve the attached contract OR direct staff to add a closed session to the next City Council agenda to confidentially discuss the proposal.

Impact Of Adopting Proposal:

The WPPA Union contract will be settled for the next three years.

Fiscal Estimate:	
Fiscal Effect (check/circle all that apply)	Budget Effect:
_X_No fiscal effect	Expenditure authorized in budget
Creates new expenditure account	No change to budget required
Creates new revenue account	Expenditure not authorized in budget
Decreases expenditures	Budget amendment required
Increases revenues	Vote Required:
Increases/decreases fund balance -	X_ Majority
Fund	Two-Thirds

Expenditure/Revenue Changes:

Budget Amendment No. No Budget Amendment Required								
Account Number		Account Name	Budget Prior to Change	Debit	Credit	Amended Budget		
Fund	CC	Account	Object					
				Totals				
Prepa	red By							
Depart	ment:	City Manag	ger					
Prepared By: Larry Bierke		Date: 0	Date: 01.04.14					

AGREEMENT BETWEEN

CITY OF PLATTEVILLE

AND

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

OF THE

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

REPRESENTING

THE CITY OF PLATTEVILLE POLICE DEPARTMENT

Expires: December 31, 2013

January 1, 2014 - December 31, 2016

Table of Contents

ARTICLE RECOGNITION	Page	#3
ARTICLE II RIGHTS OF THE EMPLOYER	Page	#3
ARTICLE III DUES DEDUCTIONS	Page	#4
ARTICLE IV GRIEVANCE		
Grievance	Page	#5
Procedure		
Arbitration		
General Grievances		
Time	Page	#6
ARTICLE V DISCIPLINE AND SUSPENSION	Page	#6
ARTICLE VI SENIORITY	Daga	#6
Senior Officer		
Promotions	<u> </u>	
	ago	
ARTICLE VII WAGES		
OFFICER IN CHARGE (OIC)	Page	#7
SHIFT DIFFERENTIAL PAY	Page	#8
ARTICLE VIII HOURS OF EMPLOYMENT	Page	#8
ARTICLE IX VACATIONS	Page	#9
Scheduling		
Separating and Reinstatements		
Resignation		
ARTICLE X HOLIDAYS	Page	#10
ARTICLE XI SICK LEAVE	Daga	#10
Coordination with Injury Leave and Worker's Compensation		
Sick Leave Payout (effective date: 9/27/91)		
SICK LEAVE REGULATIONS		
	-	
ARTICLE XII INJURY LEAVE		
Injury Leave		
Use of Injury Leave	Page	#13
Period Not Covered by Worker's Compensation	Page	#13
Contested Injuries		
Medical Proofs	rage	#13

ARTICLE XIII LEAVES OF ABSENCE Military Leave Civil Leave Leave Without Pay Emergency Leave Family Medical Leave	Page #14 Page #14 Page #14 Page #14
ARTICLE XIV UNIFORM ALLOWANCE	Page #15
ARTICLE XV BENEFITS Employee Benefits Group Life Insurance Accidental Death and Dismemberment Group Medical Insurance Long-Term Disability Liability Insurance Wisconsin Retirement System	Page #15 Page #15 Page #16 Page #16 Page #17 Page #17
ARTICLE XVI ASSOCIATION REPRESENTATIVES	Page #17
ARTICLE XVII ASSOCIATION REPRESENTATION	Page #18
ARTICLE XVIII DEFINITIONS	Page #18
ARTICLE XIX SAVINGS CLAUSE	Page #18
ARTICLE XX MISCELLANEOUS	Page #18
ARTICLE XXI RESIDENCY REQUIREMENTS	Page #19
ARTICLE XXII OFF DUTY EMPLOYMENT	Page #19
ARTICLE XXIII TERMS OF THIS AGREEMENT	Page #20
APPENDIX A: UNIFORM ALLOWANCE PURCHASES	Page #21
APPENDIX B: OFFICER PAY SCHEDULE	Page #22

AGREEMENT

This Agreement, made and entered into on the date hereinafter set forth, by and between the CITY OF PLATTEVILLE, hereinafter referred to as the "EMPLOYER" or "CITY" and the LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION (LEER/WPPA) hereinafter referred to as the "ASSOCIATION".

It is the intent that the following Agreement shall be an implementation of the provisions of the Wisconsin Statutes consistent with that legislative authority which devolves upon the City of Platteville.

Both parties to this Agreement are desirous of improving employee efficiency and quality of service to the City and the public and are desirous of reaching an understanding with respect to the Employer/Employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment

ARTICLE I RECOGNITION

SECTON 1. The City of Platteville hereby recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the certified bargaining representative for all regular full time employees of the Platteville Police Department who have the power of arrest, but excluding supervisory, confidential and managerial employees, and that pursuant to the provisions of Section 111.70 of the Municipal Employment Relations Act, said labor organization is the exclusive collective bargaining representative of all such employees for the purposes of collective bargaining with the above named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment. Said recognition to be consistent with WERC Decision No. 19704 dated August 13, 1982.

ARTICLE II RIGHTS OF THE EMPLOYER

SECTION 1. It is agreed the rights, function and authority to manage all operations and functions of the Police Department are vested in the Employer and include, but are not limited to, the following:

- a. To determine the services to be provided by the department.
- b. To manage and supervise all employees subject to this Agreement.
- c. To hire, promote, transfer, assign and retain employees and to suspend, demote, or dismiss or take other disciplinary action for just cause against employees as circumstances warrant.
- d. To lay-off employees.
- e. To maintain efficient and effective operations.
- f. To determine the methods, means and personnel by which operations are to be conducted and to make changes the City deems necessary.
- g. To determine work schedules and assign over-time.

- h. To take whatever actions necessary to carry out the objectives of the Employer in an emergency.
- i. To establish reasonable rules and regulations. New rules and/or regulations shall be posted thirty (30) days before their effective date whenever reasonably possible and a copy shall be provided to the WPPA/LEER Representative.

The Employer's rights, function and authority to manage all operations and functions of the Police Department shall be limited only by the express provisions of this contract. The Association by agreeing to the above does not divest its rights under Chapter 111 of the Wisconsin Statutes.

SECTION 2. Promotion, suspension, dismissal and reduction of rank of employees in the unit shall be governed by Section 62.13 of the Wisconsin Statutes and indemnification shall be governed by 895.46(1) of the Wisconsin Statutes.

SECTION 3. All employees shall have reasonable access to their personnel file.

ARTICLE III DUES DEDUCTIONS

SECTION 1. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of the Article whenever the Commission finds that the Association had denied an employee membership because of race, of race, color, creed or sex.

SECTION 2. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

SECTION 3. The Employer agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made.

SECTION 4. As a convenience to employees who desire to become full Association members, the Employer agrees to deduct from their pay the initiation fee required for membership or installments thereof, as certified by the Association, and to pay the amount to the Association on or before the end of the month in which such deduction is made, provided the employee has signed a checkoff authorization and assignment for this purpose.

SECTION 5. All employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

SECTION 6. The Association agrees to hold the Employer harmless in the event a dispute arises between an employee and the Association regarding the interpretation and/or application of this Article.

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 1. Grievance – A grievance is defined to be a controversy between the Association and the Employer, or between any employee or employees and the Employer as to:

- a. A matter involving the interpretation of the Agreement.
- b. Any matter involving an alleged violation of the Agreement in which an employee or group of employees or the Employer maintain that any of their rights or privileges have been impaired in violation of this Agreement.

SECTION 2. Procedure – Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and Holidays listed in this Agreement.)

- Step 1. The employee and/or the committee chairperson shall take the grievance up in writing with the Chief or Acting Chief within ten (10) days of the occurrence of the event causing the grievance or within ten (10) days of when the employee should reasonably have known of the event. Failure to file within this time limit shall result in the loss of the right to proceed to Step 3. The Chief or Acting Chief shall attempt to make a mutually satisfactory adjustment, and in any event, shall respond to the grievance in writing within ten (10) days.
- Step 2. The grievance shall be considered settled in Step 1 unless within ten (10) days from the date of the department head's written answer or last date due the grievance is presented in writing by the employee and/or committee chairperson to the City Manager. The City Manager shall respond in writing to the committee chairperson, grievance committee or employee representative within ten (10) days.
- Step 3. If an employee grievance is not settled at the second step or if any grievance filed by the Employer cannot be satisfactorily resolved by conference with the appropriate representatives of the employees, either party may take the matter to arbitration as hereinafter provided.

SECTION 3. Arbitration.

a. The grievance shall be considered settled in Step 2 above, unless within ten (10) days after the last response is received, or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to an impartial umpire.

- b. The impartial umpire, or Arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the Arbitrator is not reached within ten (10) days after the date of the notice requesting arbitration or if the parties do not agree upon to the method of selecting an Arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five (5) arbitrators. The parties shall alternately strike names until one (1) remains.
- c. The impartial arbitrator shall have the authority to determine resolution of the issues concerning the interpretation and application of all Articles or Sections of this Agreement but shall have no authority to change any part of this Agreement.

SECTION 4. General Grievances – Grievances involving the general interpretation, application or compliance with this Agreement may be initiated with the second step of the procedure.

SECTION 5. Time – The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

ARTICLE V DISCIPLINE AND SUSPENSION

SECTION 1. If employees are disciplined or suspended by the Chief or his designee, it shall be for just cause. Notification or potential action shall be given by the Chief or his designee within thirty (30) days of the Supervisor's knowledge of the incident giving rise to the potential suspension or discipline. The reason or reasons for this action shall be given to the employee with a copy to the Association President within twenty-four (24) hours of the action. If the employee disagrees with the action, it may be appealed in accordance with the provisions of Section 62.13 of the Wisconsin Statutes.

It is agreed that "Debrief" sheets will be used for annual evaluations and then removed from the employee's file.

ARTICLE VI SENIORITY

SECTION 1. Seniority shall apply to lay-off from work and recall after lay-off from work, pursuant to Wisconsin Statute 62.13.

SECTION 2. Seniority is defined as the length of continuous services with the department since an officer's most recent date of hire.

SECTION 3. New hires shall serve a twelve (12) month probationary period. No claim or grievance shall be made by the Association or the employee with respect to discharge of the employee during such period of probation.

SECTION 4. Senior Officer – The senior officer is established by aggregated time served in rank. Where conflict occurs because of identical service dates of

appointment, the member with the highest score on the list from which appointments were made is deemed to be the senior.

SECTION 5. Promotions – Promotions to the rank of sergeant shall be made from an eligibility pool created by the Police and Fire Commission, to include:

- a. Eligibility for the process shall be the Acceptable Experience and Qualifications in the city job description. Officers with three (3) years of service with a municipal law enforcement agency having no less than ten sworn officers may participate in the testing process.
- b. A written problem solving component, selected by the Platteville Police and Fire Commission, shall count for one-third of the final grade.
- c. An oral interview, as established by the Platteville Police and Fire Commission, shall count one-third of the final grade.
- d. The Chief of Police shall have a review which shall count as one third of the final grade.
- e. One/half (1/2) grade point shall be given for each full year of service in the Platteville Police Department.
- f. The eligibility pool shall be valid for two (2) years.

ARTICLE VII WAGES

SECTION 1. Wages are as follows:

Refer to Appendix B: Officer Pay Schedule

SECTION 2. OFFICER IN CHARGE (OIC)

- a. Selection Officers, who are academically qualified to participate in the promotional process, may apply for Officer in Charge training by submitting a letter of intent and a resume. OIC training will include a first line supervisory school and an internal First Line Supervisor Field Training Program.
- b. Assignment One OIC will be assigned to each patrol shift. This assignment is a rotating assignment which will permit a constant rotation of assigned OIC personnel in an effort to afford all qualified officers the opportunity of working in this supervisory role. The duration of the assignment will be determined by the commander of operations.
- c. Employees assigned to a higher wage classification for the purposes of requiring said employee to act as "the officer in charge", shall be paid 1.00 per hour for all hours worked as OIC.

SECTION 3. SHIFT DIFFERENTIAL PAY – Employees assigned to work between the hours of 3:00 PM and 11:00 PM shall receive a shift differential of \$0.10 per hour for each hour worked and between 11:00 7:00 PM and 7:00 AM shall receive a shift differential of \$0.20 \$0.25 per hour.

ARTICLE VIII HOURS OF EMPLOYMENT

SECTION 1. The normal 8 hour patrol work schedule shall be as follows:

Refer to Memorandum of Understanding between the Platteville Professional Police Officers Association and the Platteville Police Department dated December 23, 2004.

SECTION 2. Monthly shift schedules will be posted 30 days in advance of the schedule, but the City reserves the right to make changes later that it deems necessary for effective and efficient police service provided said changes are not made to cover an unanticipated vacancy of short duration (one or two days).

SECTION 3. Employees shall receive time and one-half (1.5) times their straight time hourly rate for all hours worked in excess of eight (8) hours per day or on a normal day off. If required to work a special event at non regular hours, the overtime provisions shall apply.

SECTION 4. The Union is responsible for providing officers to fill all required overtime. Officers must report for duty as directed by the Union. The Union shall notify sergeants of who will be reporting for duty.

Probationary officers while assigned to a field training officer shall not be counted as part of the shift minimum until authorized by the Chief of Police.

SECTION 5. In lieu of receiving pay for overtime hours worked, employees may request and accrue a maximum of 80 hours of compensatory time off earned on a time and one half (1.5) basis. The Department shall pay an officer for compensatory time off which he/she has accrued or earned in excess of 80 hours. This pay will commence once an officer's accrued holiday time and compensatory time exceeds 80 hours and the officer will continue to receive pay for all overtime and holiday time until such time the total number of accrued compensatory and holiday time drops below 80 hours.

SECTION 6. Officers shall respond to recall to work outside of their regular schedule of hours. A minimum of two (2) hours at time and one-half (1.5) shall be granted to any officer who has been requested to work outside the regular schedule of hours or who reports to work and is sent home, provided, however, that this provision shall not apply to the two (2) hours worked consecutively prior to or immediately thereafter the officer's regular schedule of hours, which constitutes no break in service. Employees required to go to a discussion with the City or District Attorney outside of their regular schedule and not immediately before or after it shall be guaranteed one (1) hour at time and one-half (1.5).

SECTION 7. Employees who are in the same classification or within the classification that is eight (8) pay steps above or below that employee's classification may trade days off by agreement upon twenty-four (24) hour notice to the appropriate sergeant in the officer's chain of command.

SECTION 8. The maximum compensation for required training sessions shall be the officer's regular pay for that day. Time spent traveling, eating, or in overnight lodging, for example, shall not be compensated beyond this maximum. The City shall pay the costs of registration, books, materials, necessary out of pocket expenses, and mileage at the current rate set by the City if an officer is required to use a personal vehicle. If required training is on an employee's scheduled day off, the employee shall take compensatory time off at a one-for-one rate during that work week. If it is not possible to schedule the compensatory time during that work week, the rate shall be time and one-half (1.5).

ARTICLE IX VACATION

SECTION 1. All full time permanent employees shall be granted vacations with pay. Vacations shall accrue on the following basis: 40 hours during the initial anniversary year; 80 hours per year during the second through sixth anniversary years; 120 hours per year during the seventh through the fourteenth anniversary years; 160 hours per year during the fifteenth anniversary through twentieth year and beginning January 1, 1997 one additional eight hours per year beginning on the twenty-first anniversary year with a maximum of 200 hours vacation.

SECTION 2. During the first year of the contract an employee may be allowed to maintain a negative balance of vacation, not to exceed vacation which would have been available under the calendar year system, with the approval of the Chief of Police.

SECTION 3. Scheduling – Vacations must be taken within the anniversary year in which they are earned unless advance written approval of the City Manager is obtained. By October 31, of the preceding calendar year, officers may submit in writing or by internal E-mail to the Department their preferences for vacation periods throughout the succeeding calendar year, not to exceed three (3) preferences. In establishing vacation schedules, the Department shall consider both the officer's preference and the operating needs of the Department. Where the Department, based on operating needs, is unable to grant and schedule vacation preferences for all officers in the Department, but is able to grant some of such (one or more) officers vacation preferences, officers shall be granted such preferred vacation period on the basis of seniority, as defined in Article VI of this agreement. An officer who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior officer.

Officers who file their preference by October 31, shall be notified of the vacation schedules by December 31. Officers requesting vacation time, who then move to a different work shift whose preference conflicts with another officer on that shift, or those officers who have not filed their preference by October 31, or were not granted such

request, shall be scheduled on the basis of the officer's preference and the operating needs of the Department, except that such employee preferences shall not be arbitrarily denied.

SECTION 4. Separating and Reinstatements – Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of resignation. Employees dismissed for incompetence or inefficiency not involving personal misconduct also will receive all earned vacation. All earned vacation of employees who die in the service shall be paid in cash to the spouse or estate of said individual. For vacation purposes, reinstated employees are considered new employees.

SECTION 5. Resignation – Any employee wishing to leave the police department in good standing shall submit a letter or resignation to the Chief of Police at least two weeks before the effective date of resignation.

ARTICLE X HOLIDAYS

SECTION 1. For the purpose of this Agreement, recognized holidays shall be New Years Day, Easter Sunday, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and two (2) floating holidays to be taken at the mutual convenience of the City and the employee.

SECTION 2. Employees covered by this Agreement shall receive one and one-half (1.5) days holiday time off, in addition to normal straight time pay, for time worked on holidays. If a holiday falls on officer's regularly scheduled day off or vacation day, the officer shall receive one (1) day off in lieu of the holiday.

SECTION 3. A time-off account entitled floating holidays shall be established to keep records on the accumulation and use of floating holidays. Floating holidays are not part of the 80 hour bank of compensatory time plus holiday time.

SECTION 4. A time-off account entitled holidays shall be established to keep records on the accumulation and use of regular holiday time off earned.

ARTICLE XI SICK LEAVE

SECTION 1. Full-time employees of the City shall earn sick leave credits at the following rates:

Employees appointed prior to January 1, 1983 will earn eight (8) hours per month and shall accrue unused sick leave to a maximum total of 960 hours.

Employees appointed on or after January 1, 1983 will earn eight (8) hours per month and shall accrue unused sick leave to a maximum total of 480 hours.

SECTION 2. In order to be granted sick leave with pay, the department head or supervisor or employee must adhere to the following:

- a. Report reason for absence from work promptly
- b. Keep employer informed on one's condition.
- c. Permit employer to make such medical inquiry or visit as may be determined necessary.
- d. A medical certificate certifying inability to work may be required in writing by the City Manager or Department Head for any sick leave absence in excess of four (4) days in the calendar year.

SECTION 3. Sick leave shall be accumulated during the probationary period and can be used beginning with the first month of employment. However, if the employee quits or is terminated during or at the end of the probationary period and has used more sick leave than could have accumulated, the excess days will be deducted from the wages to be paid for the last pay period employed by the City.

SECTION 4. When an insufficient sick leave balance remains to cover the absence of an employee, the remainder shall be charged either to accumulated vacation or compensatory time off.

SECTION 5. While an employee is on paid sick leave, the accrual of sick leave and vacation leave benefits shall continue during the period of convalescence. Employees shall be allowed to use sick leave if the employee becomes ill on vacation and has a contemporaneous doctor's excuse.

SECTION 6. Coordination with Injury Leave and Worker's Compensation – An employee receiving sick leave with pay and simultaneously receiving compensation under Worker's Compensation laws or who is receiving benefits under injury leave as provided by this contract for the duration of such compensation, shall receive only that portion of the regular salary which will, together with said compensation, equal the regular salary. Sick leave credit shall be charged accordingly.

SECTION 7. An employee who is injured while employed by another employer or doing contract work for pay on non-city work will not be entitled to any accident or sick leave benefits for such injury.

SECTION 8. Sick leave shall be regarded by all as a valuable free health and welfare insurance which in the best interest of all concerned should not be used unless a legitimate need exists. Sick leave is not a "Right" like vacation; it is a privilege, to be used carefully.

SECTION 9. Sick Leave Payout (effective date: 9/27/91)

(1) Upon reaching retirement age and/or having worked for the City of Platteville at least seven (7) years, an employee will be entitled to full pay of the unused accumulated sick leave up to 480 hours. Any accumulated sick leave over 480 hours will be reimbursed at ½ pay. Example: 800 hours of sick leave accumulated 480 hours @ full pay = 480 hours 320 hours @ ½ pay = 160 hours Total hours to be paid = 640 hours

(2) The City will allow the employee to use any accumulated sick leave to purchase pre-paid health insurance upon termination or retirement. The City makes no allowance as to IRS treatment or earned income and absolutely does not guarantee rates on Health Insurance.

SECTION 10. SICK LEAVE REGULATIONS

- (1) For the purpose of this agreement immediate family shall be defined as defined by the State and Federal Family Medical Leave Acts.
- (2) Sick leave may be granted for the following reasons:
 - (a) Actual illness of the employee;
 - (b) Legal quarantine of the employee or his immediate family;
 - (c) Medical appointments for the employee or his immediate family when other arrangements are impossible.
 - (d) Illness within the employees immediate family when care or attendance is necessary.
- (3) Subject to the discretion of the Chief of Police, employee illness may be verified by the employee's sergeant or such other person designated by the Chief of Police. The Chief of Police or his designee may require an employee to submit a fitness for duty certificate from a physician for any absence.
- (4) Subject to the discretion of the Chief of Police, employee illness may be verified by the employee's sergeant or such other person designated by the Chief of Police.
- (5) Any employee who is unable to report for duty at the time fixed due to illness or injury shall notify or cause his/her sergeant to be notified of such inability either directly or indirectly, by telephone or otherwise, at least two hours prior to the time he/she is required to report for duty if possible.
- (6) Any employee who is absent due to sickness or injury which requires hospitalization shall so advise the Chief of Police through the chain of command.

- (7) It shall be the responsibility of the sergeant of an employee who is absent from work due to sickness or injury to keep informed as to the nature and seriousness of sickness or injury and estimated length of absence of the employee.
- (8) The Chief of Police reserves the right to require any employee to submit a doctors excuse for any sick leave taken, after using four (4) sick days in a calendar year.
- (9) Members absent from duty for more than two consecutive weeks may be required to submit to a physical examination by a city employed physician to certify eligibility to return to duty status.

ARTICLE XII INJURY LEAVE

SECTION 1. Injury Leave – Employees who are otherwise eligible for sick leave accumulation and are injured on the job shall be paid to the extent of one month for each new and separate injury, in addition to and prior to the use of sick leave accumulations except as provided hereafter in this section. After all injury leave is used, the employee may elect to use any sick leave or vacation due at the time of injury.

SECTION 2. Use of Injury Leave – The employee's eligibility for payment of injury leave will be based on the determination of the state insurance division under the terms of the State Worker's Compensation Act. Then the employee shall be paid the difference between the actual wages and that received from Worker's Compensation until all leave benefits have been used up.

SECTION 3. Period Not Covered by Worker's Compensation – Charges shall be made against sick leave accruals for any waiting period not covered by the State Worker's Compensation Act. Upon determination as set forth in Section 2 above that the employee qualifies for Injury Leave so used shall be re-credited to the employee's sick leave record.

SECTION 4. Contested Injuries – Charges may be made against sick leave accrual if in any case the City is contesting that the injury occurred on the job. In the event that the state determines in favor of the employee, sick leave so charged shall be reaccredited to the employee's sick leave accrual balance and all payments in excess of the difference between the actual wages and that received from the state shall be recoverable by the City and deducted for future payments to the employees under injury leave. In the event eligibility for payment is denied by the state, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of the injury, and for vacation leave.

SECTION 5. Medical Proofs – In order to limit the obligation of the City for each new separate injury, the City may require the employee to furnish medical proof or submit to medical examination by the City at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of the former injury received while in City service.

ARTICLE XIII LEAVES OF ABSENCE

SECTION 1. Military Leave – An employee who is a member of an officially recognized reserve unit shall be entitled to two (2) weeks of military leave for training purposes each year and shall be paid the difference between the Military pay and City pay when the employee presents the employer with official active duty orders.

An employee who is drafted or volunteers for military service shall be placed on military leave without pay. Upon receipt of an honorable discharge from the service or transfer to inactive duty, the employee may within thirty (30) days be reinstated in the City service with the same rights and privileges acquired before entering the military service.

SECTION 2. Civil Leave – Any employee shall be given necessary time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with national defense and for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work. In the case of an employee performing jury duty, all fees received (other than meal or travel allowance) shall be returned to the City.

SECTION 3. Leave Without Pay – The City Manager may grant a regular fulltime employee leave without pay for a period not to exceed one (1) year when it is in the interest of the City to do so. At the expiration of the leave without pay, the employee has the right to and shall be reinstated to the position he or she vacated in the class. Approved leave without pay shall not constitute a break in service, however.

Sick leave and vacation will not be accumulated during such leave without pay and all fringe benefits will be frozen at the beginning of the leave of absence. Upon being reinstated, the employee will not have to serve a probationary period but will be reinstated to the same classification in which the employee was at the time the leave of absence was granted. The employee shall have the option of carrying the insurance on an individual cost basis at the employee's expense.

SECTION 4. Emergency Leave – Each employee shall be allowed paid leave not to exceed three (3) working days for the funeral of father, mother, father-in-law, mother-in-law, son, daughter, stepchild, brother, sister, wife, husband, <u>domestic</u> <u>partner</u>, grandparents, grandchildren, step-parents, brother-in-law or sister-in-law of the employee or his/her spouse.

One (1) day may be allowed with prior approval for near relatives <u>(employee's</u> <u>or spouses)</u>. Near relatives being defined as and limited to: aunts, uncles, and first cousins, <u>ex-spouse</u>, <u>step sibling</u>, <u>niece</u>, <u>and nephew</u>.

SECTION 5. Family Medical Leave – Union members shall be entitled to Family Medical Leave in accordance with the State and Federal Family Medical Leave laws.

ARTICLE XIV UNIFORM ALLOWANCE

SECTION 1. The City shall provide each officer who is beyond probation an annual uniform credit allowance of three hundred fifty dollars (\$350.00), to be used for purchase and maintenance of uniform articles, including footwear. Non-clothing items or footwear purchases shall be approved by the Chief or his designee prior to purchase.

SECTION 2. New employees shall be given uniforms during the first year of employment as indicated in Appendix A and shall be required to return these uniform articles and equipment to the City when that officer resigns, retires or is discharged. Upon successful completion of probation, an officer shall receive as a uniform credit allowance an amount to be determined by multiplying the normal annual allowance provided in Section 1 above by the number of months remaining in the calendar year and dividing that product by twelve (12) months. Thereafter, the officer shall receive the annual allowance in subsequent calendar years.

SECTION 3. Such equipment, ammunition, leather goods and handcuffs as are prescribed by the Chief of Police shall be paid for by the Employer. Only prescribed equipment will be carried, except other equipment approved by the Chief of Police, but not required by the Chief of Police, may be carried at the officer's expense.

SECTION 4. The cost of any change in uniform requirements shall be paid by the City.

SECTION 5. The City will pay for all officers' personal items damaged or destroyed while acting in the line of duty, except those items covered by the City's insurance. If payment for such items is made by the City and at some later date due to court action, an award for damages is made directly to the officer, such award is to be turned over to the City the amount only that the City paid.

SECTION 6. Allowable purchases under this article shall be set forth in Appendix A of this agreement. If an item indicated on the appendix is requested after the maximum has been reached by an individual officer, the worn out item must be returned to the City.

ARTICLE XV BENEFITS

SECTION 1. Employee Benefits – All full time employees shall be eligible for participation in the following areas: Employee Medical Plan, Employee Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity and Long Term Disability.

SECTION 2. Group Life Insurance (State Group Life Insurance)

a. All eligible employees shall participate in the Employee Life Insurance Plan. The entire cost of this plan will be paid by the City.

- b. All eligible employees shall participate after six (6) months of continuous service.
- c. The City shall continue to pay the City's portion of the employee's premium during the time the employee is on approved paid leave.

SECTION 3. Accidental Death and Dismemberment (State Group Life Insurance)

- a. Full-time employees shall be eligible to participate in the Accidental Death and Dismemberment Plan. The entire cost of this plan will be paid by the City.
- b. All eligible employees shall participate after six (6) months of continuous service.
- c. The City shall continue to pay the City's portion of the employee's premium during the time the employee is on approved paid leave.

SECTION 4. Group Medical Insurance

Employees to participate at 90/10% level starting 1/1/06. Effective 1/1/12, the Employer will pay 90% of the premium of the lowest cost qualified plan and the Employee will pay the remainder of the premium for the plan selected. In addition, the employees enrolled in the single plan, single parent plan, or the family plan shall pay the required deductible of covered expenses annually as provided for in the insurance contract with the City. Said payments shall be exclusive of the prescription drug provision. Under said provision the employee shall pay prescription drug copays of \$5/generic and \$10/name brand prescriptions.

Effective 1/1/08, employees will be responsible for the following deductibles:

\$300.00 deductible for Single \$600.00 deductible for Employee + 1 and Family.

The Employer will reimburse employees for deductible costs incurred as a result of Employer requested or required medical events as follows:

Between January 1st and January 15th of each year the employer will review the immediate past year relative to each employee's deductible obligation. For employees who have not reached their deductible (single/employee + 1/family) maximum or would not have reached their deductible maximum but for Employer requested/required medical events which resulted in deductible costs, the Employer will reimburse employees for such added costs within thirty (30) days.

- a. During the life of this contract, should the City change insurance contracts the new coverage will, at a minimum, provide union members with coverage and employee costs equal to or better than what is currently available.
- b. All eligible employees shall participate on the first day of the calendar month following the fifteenth (15th) day after full time employment.
- c. The City shall continue to pay the City's portion of the employee's premium during the time the employee is on approved paid leave.
- d. Should an eligible employee become disabled and leave the service of the City because of the disability, or retires, the employee may continue under the City's Group Medical Plan at the standard employee rate by paying the premium according to the company plan.
- e. Health Savings Account: If both parties agree, (mutual agreement only) the collective bargaining agreement may be reopened for the sole purpose of addressing language for an HSA.

SECTION 5. Long-Term Disability

- a. Full-time employees shall be eligible to participate in the Long-Term Disability Plan. The entire cost of this plan will be paid by the City.
- b. All eligible employees shall be qualified to receive this benefit after thirty (30) days of employment.
- c. The City shall continue to pay the City's portion of the employee's premium during the time the employee is on approved paid leave.

SECTION 6. Liability Insurance – The employer shall pay for false arrest insurance.

SECTION 7. Wisconsin Retirement System

- a. The City shall pay up to 7% as the employee contribution on all eligible earnings to the Wisconsin Retirement System.
- b. Effective January 1, 2013, the Employee shall pay the percentage (%) of the general employee share as outlined in the 2011 Budget Repair Bill and/or Wisconsin Retirement System rules.

ARTICLE XVI ASSOCIATION REPRESENTATIVES

SECTION 1. The City recognizes the rights of the employees to designate one (1) local Association representative and two (2) alternates from the City's seniority list. The City shall be notified in writing who the representative and alternates are. These

representatives so designated by the employees shall be limited to and shall not exceed the following duties and activities:

- a. The responsibility for providing officers to fill all required overtime.
- b. The investigation and presentation of grievances to the City or the designated City representative in accordance with the provisions of the Agreement.
- c. The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers.

SECTION 2. The representative shall be permitted reasonable time to investigate and present grievances on or off City property without loss of time or pay during the regular scheduled work day, providing it does not interfere with City operations and normal duties.

ARTICLE XVII ASSOCIATION REPRESENTATION

The Business Agent shall have reasonable access at all times during working hours to the office where employees are stationed, provided, however, that the Business Agent shall not at any time interfere with employees or interrupt their work. The Business Agent shall contact the Chief of Police in advance of any visit whenever possible.

The Association shall have the right to post notices regarding meetings pertaining to Association affairs in the office where employees are stationed.

ARTICLE XVIII DEFINITIONS

1. Full-time Employee

A full-time employee is an employee who has successfully completed the probationary period.

ARTICLE XIX SAVINGS CLAUSE

If any Article of this Agreement or any additions thereto should be held in violation of law, the remainder of this Agreement and Amendments thereto shall not be affected thereby, and the parties thereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XX MISCELLANEOUS

SECTION 1. Pay day shall be bi-weekly.

SECTION 2. Employees required to use their auto in connection with their employment shall be reimbursed at the then applicable IRS rate.

ARTICLE XXI RESIDENCY REQUIREMENTS

SECTION 1. All permanent employees of the City upon completion of their probationary period shall live within a fifteen (15) mile radius of downtown the City of Platteville <u>city limits</u>, but within the State of Wisconsin.

ARTICLE XXII OFF DUTY EMPLOYMENT

SECTION 1. Members of the Department are permitted to engage in off duty employment under the following conditions:

- a. Such employment shall not exceed twenty (20) hours in any one work week.
- b. Such employment shall not, in any manner, interfere with the member's regular performance of duty with the department.
- c. Such employment shall not be performed while the member is absent on sick leave, except with the written permission of the Chief of Police.
- d. Such employment shall not involve public or private police guard service or any other service involving the exercise of police power without the written consent of the Chief of Police.
- e. Such employment shall not be of such nature to invite discredit or unfavorable attention upon the police department, the city or the member.
- f. Members accepting outside employment shall be required to notify the Chief of Police, in writing, upon acceptance of such employment
- g. All off-duty employment shall be secondary in importance to the member's regular employment and shall be terminated if it interferes with the ability of the member to properly perform the regular duties of the department.

ARTICLE XXIII TERMS OF THIS AGREEMENT

SECTION 1. This Agreement shall remain in full force upon execution through December 31, 2013 2016. Negotiations for a subsequent agreement shall commence on or after July 1, 2013 2016.

DATED AND SIGNED ON

FOR THE CITY

FOR THE UNION

APPENDIX A UNIFORM ALLOWANCE PURCHASES

ITEM	INITIAL ISSUE	ALLOWABLE ISSUE
PANTS	3	6
SHIRT (LONG SLEEVE)	3	6
SHIRT (SHORT SLEEVE)	3	5
LEATHER JACKET W/LINER	1	1
BOOTS	1 pr.	2 pr.
SHOES	1 pr.	2 pr.
GLOVES	1 pr.	1 pr.
BRIEFCASE	0	1
VEST (BULLET PROOF)	0	1
CLIP BOARD	0	1
KNIFE W/CASE	0	1
TICKET BOOK HOLDER	0	1
VEST (DOWN)	0	1
PARKA WITH HOOD	0	1
BELT KEEPERS	5	5
NAME TAGS	2	2
ROUND AIR FORCE STYLE CAP	1	2
MINI-MAG FLASHLIGHTS	0	1 (Batteries not supplied)
SWEATERS	1	2
REIMBURSEMENT FOR CLEANING	1	2

Note: Officers assigned to a long term plain clothes assignment may use their annual uniform allowance to purchase appropriate business attire clothing articles.

THESE ITEMS ARE PROVIDED BY THE CITY WEAPON (Pistol) 1 COLLAPSIBLE BATON 1 HANDCUFFS 1 set BADGE (SHIRT & JACKET) 2 BADGE (HAT) 1 **PROTECTIVE VESTS** 1 LEATHER GOODS SET INCLUDES: 1 set SAM BROWN BELT HOLSTER CUFF CASE **KEY HOLDER BATON HOLDER** FLASHLIGHT HOLDER CARTRIDGE CASE **RAIN COAT & HAT COVER** 1 set 26" WOOD BATON 1

NOTE: MAXIMUM ALLOWABLE INCLUDES THE INITIAL ISSUE

APPENDIX B

STEP INCREASES BEGIN ON THE FIRST DAY OF THE ANNIVERSARY YEAR

		Pa	atrol Offic	cers			1	
	1/1/13	1/1/14	7/1/14	10/1/14	1/1/15	7/1/15	1/1/16	7/1/16
	2%	1%	1%	1%	1%	1%	1%	1%
Years	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
1	\$20.20	\$20.40	\$20.60	\$20.81	\$21.02	\$21.23	\$21.44	\$21.65
2 plus 4.5%	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62
3 plus 5%	\$22.15	\$22.37	\$22.59	\$22.82	\$23.05	\$23.28	\$23.51	\$23.75
4 plus 2%	\$22.59	\$22.82	\$23.05	\$23.28	\$23.51	\$23.75	\$23.99	\$24.23
5 plus 6%	\$23.95	\$24.19	\$24.43	\$24.67	\$24.92	\$25.17	\$25.42	\$25.67
10 plus 3%	\$24.66	\$24.91	\$25.16	\$25.41	\$25.66	\$25.92	\$26.18	\$26.44
15 plus 2%	\$25.16	\$25.41	\$25.66	\$25.92	\$26.18	\$26.44	\$26.70	\$26.97
20 plus 4%	\$26.17	\$26.43	\$26.69	\$26.96	\$27.23	\$27.50	\$27.78	\$28.06

Patrol Officers

*Furlough days would be allowed in 2012 and 2013 2014, 2015 and 2016, in the same manner as in 2011 (limited to a maximum of 64 hours) if financially needed due to economic hardship, and this option must be exercised before any layoffs.

Platteville Police Department Memorandum

To: Officer Matthew Harcus Platteville Police Department Bargaining Unit

From: Lt. Doug McKinley

Date: December 23, 2004

Subject: 12-Hour Schedule Side Letter of Agreement

The purpose of this memorandum is to establish a side letter of agreement as it relates to modifying the patrol shift from the current Memorandum of Understanding dated December 12, 2001 (which set the 8 ¹/₄ hour schedule) to a 12-Hour schedule.

It is agreed that a 12-Hour schedule will be implemented on a trial basis for a period of 24 weeks. The initial 12-hour schedule (based on union member input) will be a 3 on, 2 off, 2 on, 3 off, 2 on, 2 off rotation. If, after six weeks of this rotation, a majority of union members wish to change to a different rotation, a different rotation may be implemented by the 13th week. It is understood however, that a different rotation will change the terms of "Payback Hours" as established below.

It is further agreed by the parties that police management and bargaining unit representatives will meet during week 18 to evaluate the 12-Hour schedule and determine if changes are warranted. If a decision is made at that time to continue the 12-Hour shift, mutually agreed changes may be made at that time in order to make it a permanent work schedule. If a decision is made to discontinue the 12-Hour schedule, the union may present alternative scheduling options. If no mutual agreement can be reached between the parties, this side letter will expire.

<u>Payback Hours</u>

It is recognized that an officer will earn 24 hours of payback time over a 12-week period. It is agreed upon that officers will use these 24 hours of payback during each of the 12 week periods created by the 12-Hour schedule, that the use of these hours will not be allowed to create overtime and will be at a time mutually agreed upon by the officer and department management. It is further agreed upon that these hours will not be paid out monetarily. Payback hours will be scheduled by seniority prior to the beginning of a 12-week schedule period. If the hours are not scheduled prior to the beginning of a 12-week schedule period, payback hours will be schedule on a first come, first serve basis. If the hours have not been scheduled by week nine of the 12-week schedule period, they may then be extended into the subsequent 12 week period for scheduling an officer's supervisor may schedule the hours at their discretion.

• Work Period and Shift Hours

The recognized work period for officers is 28 days. The workday will start at 7 p.m.

• <u>Overtime</u>

Officers will receive one and one half times their straight hourly rate of pay for all hours worked in excess of 168 hours* in a 28-day period and for all hours worked in excess of twelve hours per day or on a normal day off. If required to work a special event at non-regular hours, the overtime provisions shall apply.

Overtime may be used to maintain shift preferred staffing levels when a scheduled officer calls in sick thereby reducing staff levels below the established preferred level. Overtime will be permitted for all time worked outside of scheduled hours. Scheduled hours will include training opportunities and special assignments. Overtime may also be authorized by management for vacation usage when personnel shortages occur because of injuries, illnesses or vacancies. Officers shall not be scheduled to work more than 16 hours in any 24-hour period except under emergency circumstances. Overtime may be taken as compensatory time at a rate of one and one-half hours for each overtime hour worked, in lieu of monetary overtime compensation.

<u>Breaks</u>

Management will retain the right to regulate the number of breaks an officer can take during a shift. Officer will be permitted one 45 minute meal break and a total of 40 minutes in additional break time per shift. The additional break time minutes may not be combined into one 40-minute session.

<u>Shift Differential Pay</u>

Officers will be paid a shift differential rate of $\frac{.20.25}{.25}$ per hour for hours worked between 7 p.m. and 7 a.m. This condition replaced Article VII and no other shift differential shall be paid while on a 12-hour schedule.

• <u>Holidays</u>

Officers will be compensated at a rate of eight hours off plus ¹/₂ hour for each hour worked on a holiday as established by the contract. If a holiday is a scheduled day off, the officer will earn 8 hours off.

• Accrual and Use of Hourly Benefits

All hourly benefits will continue to be accrued and used based on an 8 hour day. With the exception of items specifically mentioned in this memorandum, every mention of the word \underline{day} in the contract between the WPPA and the Platteville Police Department will be interpreted as 8 hours throughout the entire length of this 12-hour work schedule side letter of agreement.

• <u>Swing Officer(s)</u>

If personnel staffing permits, an officer on the 7 p.m. to 7 a.m. shift may volunteer, or the least senior officer may be assigned to, a "swing" position scheduled primarily during late evening-early morning hours. The hours of this position will be flexible and scheduled under mutual agreement between the officer and management (the 16 hour maximum still applies). The swing position officer may be moved to cover long-term absences. This position shall not be considered part of the shift preferred staffing levels.

• <u>Shift Assignment</u>

Shift assignment bids will be based solely on seniority. (Amended during the 2011-2013 contract negotiations)

*The Fair Labor Standards Act requires overtime to be paid for hours worked in excess of 171 in a 28-day period.

Memo

To: City Manager Bierke and the Common Council

From: Doug McKinley, Chief of Police

Re: Proposed 2014-2016 WPPA Contract

Date: Jan. 7, 2014

Below is the proposed wage scale and wage comparables so the Common Council has some context when reviewing the proposed union contract with WPPA on behalf of the Platteville Police Officers.

	1/1/13	1/1/14	7/1/14	10/1/14	1/1/15	7/1/15	1/1/16	7/1/16
	2%	1%	1%	1%	1%	1%	1%	1%
Years	Hourly							
1	\$20.20	\$20.40	\$20.60	\$20.81	\$21.02	\$21.23	\$21.44	\$21.65
2 plus 4.5%	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.18	\$22.40	\$22.62
3 plus 5%	\$22.15	\$22.37	\$22.59	\$22.82	\$23.05	\$23.28	\$23.51	\$23.75
4 plus 2%	\$22.59	\$22.82	\$23.05	\$23.28	\$23.51	\$23.75	\$23.99	\$24.23
5 plus 6%	\$23.95	\$24.19	\$24.43	\$24.67	\$24.92	\$25.17	\$25.42	\$25.67

Patrol Officers

10 plus 3%	\$24.66	\$24.91	\$25.16	\$25.41	\$25.66	\$25.92	\$26.18	\$26.44
15 plus 2%	\$25.16	\$25.41	\$25.66	\$25.92	\$26.18	\$26.44	\$26.70	\$26.97
20 plus 4%	\$26.17	\$26.43	\$26.69	\$26.96	\$27.23	\$27.50	\$27.78	\$28.06

Comparables

Lancaster PD

The Lancaster PD's most recent contract calls for a 3 year contract with wage increases of 2.9%, 2.9% and 1%. The Employer paid the full WRS contribution until 3/30/13 and then the employees assumed a 3.325% share. Effective 1/01/14 employees pay an amount equal to the required retirement contribution and new officers pay the full amount. I do not have specific hourly wage information for the Lancaster PD.

Richland Center PD

Effective Jan. 1, 2014 Officers, Sergeants, Detectives and Lieutenants receive a 3% pay increase with the following monthly breakdown. I am not sure if this contract is based on 2080 or 2088 hours worked annually.

Classification	Start *	6 months	18 months	36 months	72 months
Patrol	\$3,283.12	\$3,763.57	\$3,856.10	\$3,941.52	\$4,030.49
Sergeant	\$4,140.23				
Detective	\$4,220.30				
Lieutenant	\$4,305.53				
*monthly wage	e				

Additionally employees working between 3:00 p.m. and 11:00 p.m. receive shift differential pay of \$0.50 per hour and employees working between 11:00 p.m. and 7:30 a.m. receive \$0.55 per hour.

Grant Co. Sheriff's Dept.

The most recent union contract with the Deputies calls for employees to initially pay 2% of the WRS contribution in 2013 and on 7/01/13 employees pay an additional 2% for a total of 4% of the WRS contribution. Effective 1/01/14 the employees pay the full WRS contribution and new hires pay the full WRS.

Wages*	Starting	1 yr	3 yr	5 yr
2013 (JanJune: 1%)	\$19.35	\$20.41	\$21.34	\$22.24

2013 (July-Dec. 30: 1%)	\$19.54	\$20.61	\$21.55	\$22.46
2013 (Dec. 31: 1%)	\$19.74	\$20.82	\$21.77	\$22.68
2014 (Jan. 1: 2%)	\$20.13	\$21.24	\$22.21	\$23.13
2014 (July 1: 1%	\$20.33	\$21.45	\$22.43	\$23.36
*Hourly wage				

Additional comparables and items of note

	Starting Wage-2013		
Ft. Atkinson	\$24.00		
Whitewater	\$24.26		
Oconomowoc	\$24.90		
Platteville	\$20.20*		
*Platteville is the only PD which requires a 4 yr degree for new hires.			

	Top Wage-2013	Years or months to reach top pay grade
Ft. Atkinson	\$27.10	3 yrs
Whitewater	\$28.38	18 months
Oconomowoc	\$31.33	4 yrs
Platteville	\$26.17	20 yrs

WRS Contribution

Ft. Atkinson	1% (1-1-13) and 2% (7-1-13)
Whitewater	2% (1-1-13)
Oconomowoc	No employee contribution paid
Platteville	Full employee contribution paid (1-1-13)

City of Platteville	
STAFF REPORT AN	D
FISCAL NOTE	

Title: Regional Planning Grant Contract

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

In 2013, the City borrowed approximately one million dollars in TID #4 to make improvements to the property purchased on Eastside Road (Former Rosemeyer Property). Staff is recommending that the City hire Southwest Regional Planning Commission to apply for a matching grant from the Economic Development Administration to match funds from the City.

Grant funds would be used to construct a stormwater detention basin, install water and sewer mains, and to construct as much of a Vision Drive extension as possible.

Recommendation:

Staff recommends a motion to approve the attached contract. Funding would be taken out of the initial funds borrowed for public improvements.

Impact Of Adopting Proposal:

City staff will assist Ed White of the Regional Planning Commission in completing such an application. If awarded, the City could install significantly more infrastructure than initially planned.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)	Budget Effect:
_X_No fiscal effect	X Expenditure authorized in budget
Creates new expenditure account	No change to budget required
Creates new revenue account	Expenditure not authorized in budget
Decreases expenditures	Budget amendment required
Increases revenues	Vote Required:
Increases/decreases fund balance -	X Majority
Fund	Two-Thirds

Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required				
	Accou	int Number		Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				
Prepa	red By							

Department: City Manager.	
Prepared By: Larry Bierke	Date: 01.02.14

Update

AGREEMENT between the CITY OF PLATTEVILLE and the SOUTHWESTERN WISCONSIN REGIONAL PLANNING COMMISSION for preparation of an application for public works assistance from the Economic Development Administration to construct public improvements for the expansion of an industrial park in the City of Platteville

The Southwestern Wisconsin Regional Planning Commission (Commission) agrees to provide technical services to the City of Platteville (City) for preparation of a public works grant application seeking funds for infrastructure for the expansion of the industrial park.

Based upon the recent preparation of a public works grant application for similar projects in southwest Wisconsin, including projects in Belmont, Platteville, Richland Center and Mineral Point, the cost for Commission staff assigned to complete all work necessary for application submittal will not to exceed \$2,500. The City will be billed at an hourly rate for actual time spent on the project.

The 2014 rate schedule of professional fees for technical planning services to local governments, including direct salary, fringe benefits, and indirect costs is as follows:

Economic Development Planner	\$60.00
Economic Development Associate Planner	\$45.00
GIS	\$45.00

Payment shall be made by the City to the Commission upon receipt of an acceptable invoice for reimbursement of staff costs associated with the preparation of materials for this application, assembling of the application, and transmitting the original document to the Economic Development Administration (may also be done electronically) by a date to be determined by the Economic Development Administration (EDA). Such transmittal shall be made as soon as possible prior to that date.

The City agrees to provide supporting materials as may be required, and as directed by staff, to enable the preparation all exhibits for the application by the due date. This agreement shall be effective on the date of receipt of the EDA letter of invitation and signing and is fully executed this _____day of ______, 2014.

City of Platteville

Larry Bierke, City manager

SOUTHWESTERN WISCONSIN REGIONAL PLANNING COMMISSION:

Arthur Carter, Chairman

City of Platteville STAFF REPORT AND FISCAL NOTE

<u>x</u> Original

Update

Title: Sidewalk Waiver: Culver's Restaurant – 375 E. Business Highway 151

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The property in question is located along the south side of Business Highway 151 near the intersection with Virgin Avenue. The applicant is working on plans to construct a new Culver's Restaurant on the property.

Section 22.061 of the Zoning Ordinance requires the installation of sidewalks along the frontage of the property if sidewalks are not present. Currently, there are no sidewalks present along the street frontage for this property, so the code states that sidewalk should be installed as part of this development. However, the ordinance also states that "The Council may waive this requirement if it is determined the sidewalks are not necessary to serve pedestrian traffic, or connecting sidewalks are not present or planned for on adjacent properties. If sidewalks are not required to be installed as part of the project, the City maintains the right to construct sidewalks at a future date and assess the owner(s) of the adjacent land for the costs thereof." There is a sidewalk present on the other side of Business Highway 151 between Virgin Avenue and Ellen Street, and along the west side of Virgin Avenue. There are no connecting sidewalks along Business Highway 151 on either side of this property.

The situation is more complicated in this case since the proposed stormwater management system for the proposed Culver's redevelopment utilizes the grass swale which is located between the parking lot and the highway. This is the same location where the sidewalk would be located.

Recommendation:

The Community Safe Routes Committee reviewed the sidewalk waiver request at their January 20th meeting. They tabled the item until more information can be provided regarding the stormwater management system.

Impact Of Adopting Proposal:

Approval will allow a modification to the sidewalk requirement.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)	Budget Effect:
X No fiscal effect	Expenditure authorized in budget
Creates new expenditure account	X No change to budget required
Creates new revenue account	Expenditure not authorized in budget
Increases expenditures	Budget amendment required
Increases revenues	Vote Required:
Increases/decreases fund balance Fund	X Majority Two-Thirds
Narrative/assumptions About Long Range Fiscal Effect:	

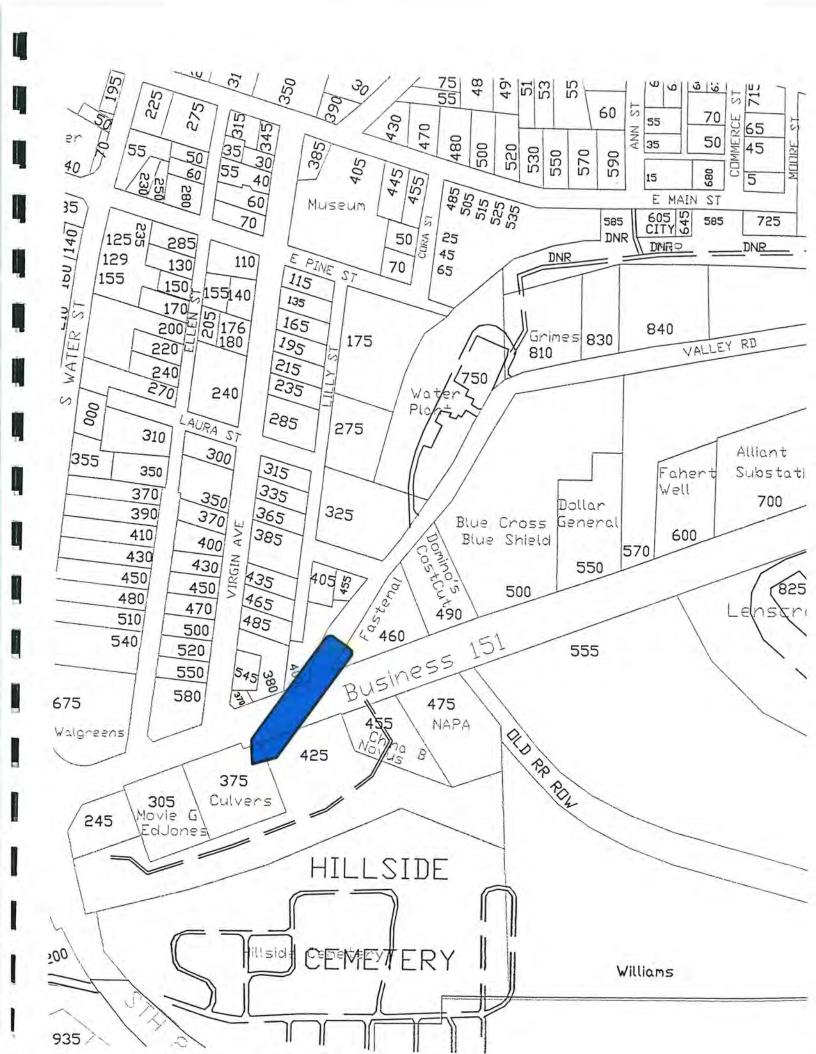
This request should have no fiscal impact.

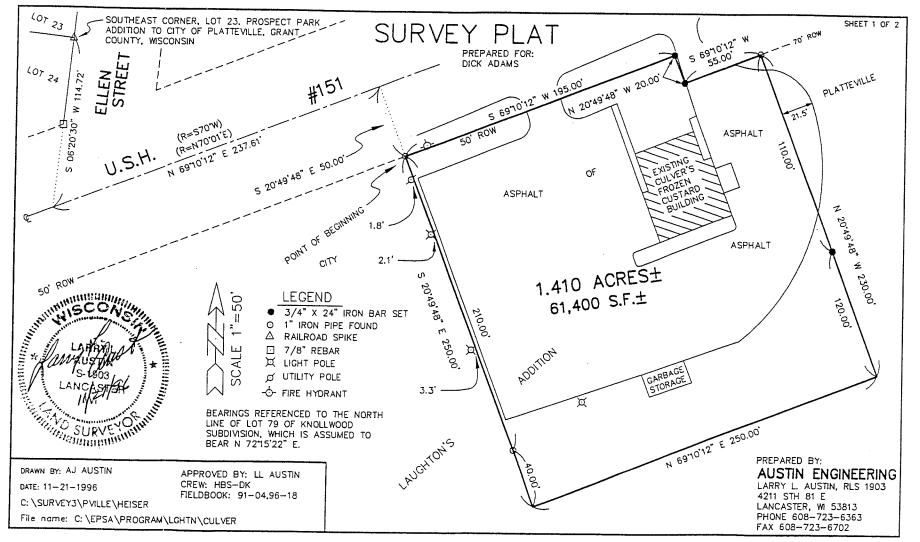
Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required	<u>X</u>			
	Accou	nt Number		Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

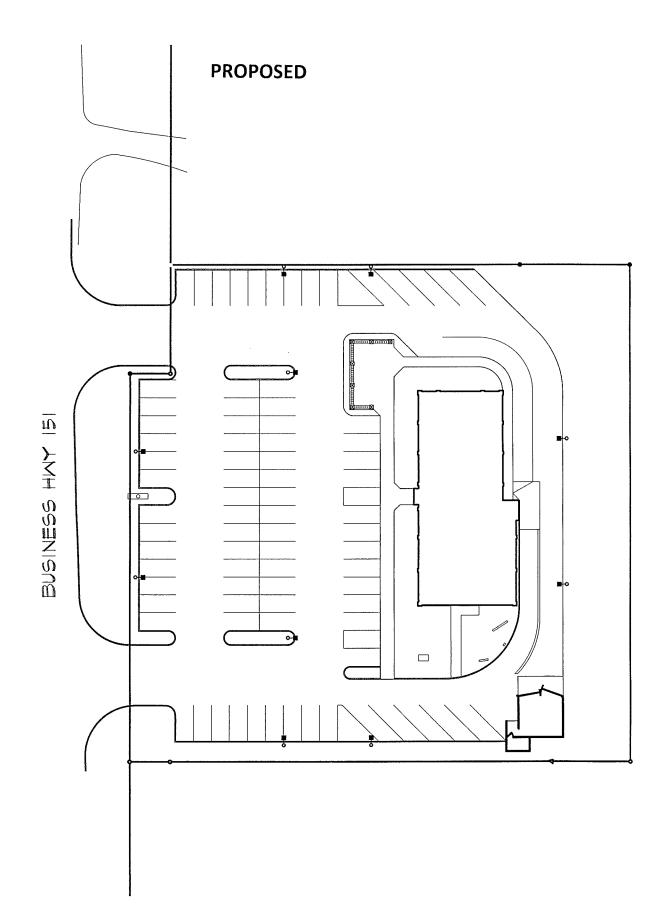
Prepared By:

Department: Community Planning & Development	
Prepared By: Joe Carroll	Date: January 21, 2014



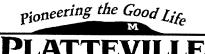


EXISTING



apply to utilities running from the utility easement or street right-of-way to structures and to utilities supplying service between structures.

- (H) Natural Resources Protection. Each project shall meet the erosion control and storm water management standards of the City of Platteville and the Wisconsin Department of Natural Resources. Maintenance of any storm water detention or conveyance features are solely borne by the developer and/or owner unless dedicated to, and accepted by, the City.
- (I) Sidewalks and Bike Paths. (1) Each project shall include the installation of sidewalks within the public right-of-way along the frontage of the property, which shall be installed by and at the expense of the developer/property owner. The Council may waive this requirement if it is determined the sidewalks are not necessary to serve pedestrian traffic, or connecting sidewalks are not present or planned for on the adjacent properties. If sidewalks are not required to be installed as part of the project, the City maintains the right to construct sidewalks at a future date and assess the owner(s) of the adjacent land for the costs thereof.
 - (2) Bike paths may be required to be installed on the property as part of a Conditional Use Permit approval. If installation of bike paths is required, the developer shall grant to the City such easements as would be reasonably necessary to allow construction and use of the bike path, and pay for the costs of installation according to specifications required by the City.
 - (J) Vacation and Maintenance of Buildings. As part of the Conditional Use Permit approval for a Large Commercial Development, the developer may be required to enter into an agreement with the City that would require action to minimize the negative impacts that may come from vacating an existing building located in the City, or vacating the proposed development at a future date. Such agreement may include, but not be limited to the following requirements:
 - (1) <u>Marketing the existing or new building.</u> If a developer chooses to vacate an existing building and property located in the City and/or a new building, the developer agrees to cooperate with the City, the Platteville Area Industrial Development Corporation ("PAIDC"), Grant County Economic Development Corporation ("GCEDC") and the Platteville Area Chamber of Commerce (the "Chamber") in marketing the building, as appropriate, including but not limited to preparing and distributing marketing material for the same and marketing to local and national retailers and commercial developers.
 - (a) The developer agrees to provide periodic written reports to the City regarding the status of the marketing of the property upon written request by the City.
 - (b) The developer may divide or reconfigure the property, as appropriate, to accommodate an adaptive re-use, in order to meet the needs of



CITY OF PLATTEVILLE Community Planning & Development

75 North Bonson Street, Platteville, WI 53818 (608) 348-9741

MEMO:

To:	Common Council
From:	Joe Carroll, Community Planning & Development Director
Date:	January 21, 2014
Re:	Rental Inspection Procedures

As part of the budget discussions, the Council discussed potential changes to the rental licensing fees. The City Manager suggested an increase to the rental license fees, in part, to offset the costs related to the time City Staff spends administering the program. The discussion resulted in questions related to the duties of the rental inspection contractor and the duties of City Staff related to administering the program.

Administration and enforcement of Chapter 33 is completed through a combined effort of the Community Planning & Development department and the rental inspector. The actual rental inspections are completed by MV Service & Consulting LLC, through a contract with the City. The contract was approved on May 5, 2006 and is automatically renewed for additional one-year terms unless a minimum 60-day written notice is provided by either party. The City pays MV based on the below fee schedule:

\$82.00 per unit inspected, which includes up to two inspections

- \$10.00 additional cost per bedroom for units that have more than four bedrooms (rooming houses)
- \$25.00 per unit for additional inspections (beyond the first two)
- \$25.00 per unit for a failed inspection (if the property owner doesn't show or the inspector is not allowed in the unit)

The below summary provides an overview of the process that is followed for inspecting and licensing rental properties:

- Approximately 90 days prior to the license expiration date, City Staff sends a postcard notifying the property owner that the current rental license will expire soon. The postcard informs the property owner that they should contact the rental inspector to schedule an inspection.
- If the property owner fails to schedule an inspection, the rental inspector will call the owner to schedule the inspection. All inspection scheduling is done between the inspector and the property owner/agent.
- The rental inspector conducts an inspection of the property to determine compliance with the requirements of Chapter 33. If the unit passes the inspection, the inspector will send the inspection report to the City. If the unit fails the inspection, the inspector will give the owner a list of code violations and provide the owner with a period of time to make the corrections (typically 30 to 45 days). If it isn't possible to do the required work due to the time of the year (such as exterior painting during the winter), the unit may receive a Class B license, which is

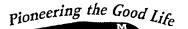
good for one year. The Class B license is intended to allow enough time for the work to be completed before a standard license is issued.

- If needed, the rental inspector conducts a follow-up inspection after the designated time period to determine if the required work has been completed and the unit now meets the code requirements. If the unit passes the inspection, the inspector will send the completed inspection report to the City. If the unit still fails the inspection, the process is repeated.
- After the Community Planning & Development office receives the completed inspection report, the property owner is notified that the unit has passed inspection and that the rental license fee needs to be paid in order to receive the license. The amount of the fee is based on the type of license, and includes any late fees, re-inspection fees, or fees for additional bedrooms (for rooming houses). After the fee is paid, the license is issued and the rental database is updated by City Staff with the new license status and expiration date.
- Additional City Staff time is occasionally spent answering questions from the rental inspector and/or property owner regarding code interpretation, answering other related program questions, correspondence with property owners, processing the rental inspection invoices, and occasionally issuing citations for code violations.

The actual amount of time spent by City Staff on the program varies considerably from day to day and from week to week, so an accurate time estimate is difficult to determine. Most of the time spent is related to the duties of Carol Riniker (average 25 to 30 hours per month), with occasional time spent by Joe Carroll (average 2 to 5 hours per month) and Ric Riniker (average 4 to 8 hours per month). The Finance department is also involved when processing the rental license fees and the inspection invoices. The City Attorney may be involved if citations are issued for a violation of the code requirements.

2013 Rental Fees & Expenditures:

Rental License Fees & Late Fees Collected	\$82,435
Rental Inspection Fees Paid	<u>\$69,248</u>
	\$13,187



CITY OF PLATTEVILLE Community Planning & Development

75 North Bonson Street, Platteville, WI 53818 (608) 348-9741

Мемо:

To:	Common Council
From:	Joe Carroll, Community Planning & Development Director
Date:	January 6, 2014
Re:	Rental Inspection Fees

The Council has begun discussing changes to the rental licensing fees. The initial discussions were based on a proposal to raise the fees in an effort to compensate for some of the time Staff spends administering the program. Based on these discussions, and comments that have been received from the public, it is apparent that there is desire to have a fee schedule that is more equitable and relevant to the amount of time spent completing the inspections.

The primary issue regarding the current fee schedule is that some units take longer to inspect than others, but the fee per unit is the same. To address this disparity I'm suggesting a fee schedule that varies depending on the unit type and the number of bedrooms. The goal is to have the fee reflect the amount of time that is required to inspect that particular unit. As a result I am proposing several changes to the rental licensing fee schedule.

- The first change in the fee schedule is to have a base fee plus a sliding-scale fee that is based on the number of bedrooms in the unit. The intent is to have a fee that is based on the amount of time it takes to inspect the unit. It seems reasonable to assume that a 4 bedroom unit should take longer to inspect than an efficiency unit, so the fee should reflect that difference. In addition, a landlord can collect more rent from a 4 bedroom unit than an efficiency unit, so they can afford to pay a higher license fee.
- 2) The second change is to have a fee that is based on the type of building where the housing unit is located. This is proposed in an effort to recognize there are efficiencies that come with inspecting multiple units at one time. Again, it seems reasonable to assume that it takes more time to inspect 10 single-family homes than it would to inspect 10 units in an apartment building. The proposed license fee is reduced when there are more units in the building to reflect this difference in time required.
- 3) The third change is to have the fee reflect whether or not the unit passes after the initial inspection. If a unit is in compliance with the code requirements when first inspected, and doesn't require additional work and a follow-up inspection, the landlord should be rewarded. In contrast, if the inspector has to schedule and complete a follow-up inspection, then the cost is higher and the resulting fee should be higher. The intent is to provide some benefit to landlords that maintain quality units and that require less time from the inspector and City Staff.
- 4) The fourth change is to raise the re-inspection fee, which is charged if 3 or more inspections are required before the unit is approved. It doesn't happen very often, but sometimes the inspector has to make more than two inspections before the unit passes. This fee increase is an attempt to pass more of the cost burden of running the program onto the property owners that require the most effort from the inspector and Staff.

The suggested fee schedule is still not always going to be equitable because there are other variables that impact the time required for an inspection. For example, an older building will often have more issues than a new building, also a one-storey house on a slab would be easier to inspect than a two-story house with a basement. However, the proposed fee schedule should be an improvement over the current schedule. I believe it is important to provide an incentive to the landlords that have quality units, and have the landlords that require more time and effort from the inspector and Staff bear more of the cost burden of running the inspection and licensing program.

The fee amounts shown in the attached schedule should be considered a starting point for discussion

purposes. The actual fee would be based on the cost to the City of running the program. The fee that the inspector gets paid per unit should also be changed so that it is based on the amount of time required to complete the inspection. Then the City would need to determine how much the license fees should be raised above the fee that MV Services receives.

I am not in favor of requesting bids or proposals from other firms to complete the inspections at this time. Right now the rental inspection program is operating the best it has since it was started, and I am concerned about what would happen with a change in inspectors. We had a different firm under contract prior to MV Services, and the results were so bad we couldn't use any of the inspections they completed and had to start over when MV was hired. I do not want to see a repeat of that situation. Instead, I believe we should negotiate a new fee schedule with MV Services that is based on the type of schedule I am proposing. If these negotiations do not result in inspection fees that work for the City, then we can request bids from other contractors. **RENTAL LICENSE FEE SCHEDULE:** The below fees would be paid to the City when the rental license is renewed.

Rental License Fee if unit passes after 1 inspection:

Class A & A1 Units (3 year license)			Resulting Fee per Unit Type				
Housing Type	License/Inspection Fee	<u>Eff.</u>	1Br	2BR	3BR	<u>4BR</u>	
One Unit/Rooming House	\$75 /unit + \$5 /sleeping room*	\$75	\$80	\$85	\$90	\$95	
Unit in a 2 unit Building	\$70 /unit + \$5 /sleeping room	\$70	\$75	\$80	\$85	\$90	
Unit in a 3 to 4 unit Building	\$65 /unit + \$5 /sleeping room	\$65	\$70	\$75	\$80	\$85	
Unit in a 5+ unit Building	\$60 /unit + \$5 /sleeping room	\$60	\$65	\$70	\$75	\$80	
Class B Unit (1 year license)							
Housing Type	License/Inspection Fee	<u>Eff.</u>	1Br	2BR	3BR	4 <u>BR</u>	
One Unit/Rooming House	\$60 /unit + \$5 /sleeping room*	\$60	\$65	\$70	\$75	\$80	
Unit in a 2 unit Building	\$55 /unit + \$5 /sleeping room	\$55	\$60	\$65	\$70	\$75	
Unit in a 3 to 4 unit Building	\$50 /unit + \$5 /sleeping room	\$50	\$55	\$60	\$65	\$70	
Unit in a 5+ unit Building	\$45 /unit + \$5 /sleeping room	\$45	\$50	\$55	\$60	\$65	

*Rooming houses with more than 4 bedrooms would be charged \$5 per additional bedroom.

Rental License Fee if unit passes after 2 inspections:

Class A & A1 Units (3 year license)			Resulting Fee per Unit Type				
Housing Type	License/Inspection Fee	<u>Eff.</u>	1Br	2BR	3BR	4 <u>BR</u>	
One Unit/Rooming House	\$95 /unit + \$5 /sleeping room*	\$95	\$100	\$105	\$110	\$115	
Unit in a 2 unit Building	\$90 /unit + \$5 /sleeping room	\$90	\$95	\$100	\$105	\$110	
Unit in a 3 to 4 unit Building	\$85 /unit + \$5 /sleeping room	\$85	\$90	\$95	\$100	\$105	
Unit in a 5+ unit Building	\$80 /unit + \$5 /sleeping room	\$80	\$85	\$90	\$95	\$100	
Class B Unit (1 year license)							
Housing Type	License/Inspection Fee	Eff.	1Br	2BR	3BR	4BR	
One Unit/Rooming House	\$80 /unit + \$5 /sleeping room*	\$80	\$85	\$90	\$95	\$100	
Unit in a 2 unit Building	\$75 /unit + \$5 /sleeping room	\$75	\$80	\$85	\$90	\$95	
Unit in a 3 to 4 unit Building	\$70 /unit + \$5 /sleeping room	\$70	\$75	\$80	\$85	\$90	
Unit in a 5+ unit Building	\$65 /unit + \$5 /sleeping room	\$65	\$7 0	\$75	\$80	\$85	

*Rooming houses with more than 4 bedrooms would be charged \$5 per additional bedroom.

Re-inspection Fee (if more than 2 inspections required) - \$45 per unit. This fee is added to the above license fee.

EXISTING

Rental Housing License

Individual Dwelling Units, Duplex or Multiple Dwelling					
Class A License (3 years)	\$90 per unit				
Class A-1 License (3 years)	\$90 per unit				
Class B License (1 year)	\$60 per unit				
Rooming Houses					
Class A (3 years)	90 + 10 per sleeping room				
Class A-1 (3 years)	90 + 10 per sleeping room				
Class B (1 year)	\$60 + \$10 per sleeping room				
Transfer Fee	\$5				
Re-Inspection Fee	\$25				
Failure To Allow Inspection					
First Offense	\$25				
Second and Additional Offenses	\$50				

THIS AGREEMENT is made by and between the City of Platteville Common Council, hereinafter called the "City", and MV Service & Consulting, LLC, hereinafter called the "Contractor".

WHEREAS, the City has determined that it is in the best interests of the community to enter into a contract with a private contractor to perform inspections of residential rental property; and

WHEREAS, the Contractor is capable of providing the professional assistance required and is willing to make those services available,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services

The Contractor shall inspect dwelling units and premises located within the City of Platteville which are non-owner-occupied and used for residential purposes, in order to determine if the condition of the units are in compliance with Chapter 33 of the Platteville Municipal Code. The City will provide the Contractor with a list of the units to be inspected, along with an address and property contact information. The Contractor shall schedule and inspect the units in the order of priority as designated by the City.

The intent of the residential rental inspection program is to have all of the units inspected and licensed over a three-year time period, which would require one-third of the units to be inspected and licensed annually. To help achieve this goal, the Contractor shall be required to inspect a minimum of five hundred fifty (550) units annually.

Inspections shall be scheduled by the Contractor a minimum of fourteen (14) days in advance, or sooner if agreeable to the property owner or his/her agent and the Contractor. The Contractor shall be required to make up to three (3) documented attempts to schedule an appointment to complete the inspection. If, after three (3) attempts, the property owner does not comply and does not allow the inspector access to the unit, the Contractor shall submit the property information and documentation to the City for enforcement action.

Whenever the Contractor determines that a residential unit does not meet the minimum standards for residential rental property established in Chapter 33 of the Platteville Municipal Code, the contractor shall give notice of same to the property owner or agent, and notice of violations to Section 33.30 shall also be sent to the occupant of the unit. Such notice shall:

- a. Be in writing,
- b. Refer to the applicable code section by number and substance,
- c. Include a description of the violation and how it may be remedied,
- d. Allow a reasonable time, 14 to 30 days, as determined by the inspector, to correct any violation(s); and,
- e. Be served upon the owner or his/her agent and/or the occupant, as the case may require; provided that such notice shall be deemed to be properly served if a copy thereof is served upon any of the above personally or if a copy is sent by first class mail to his/her last known address.

Up to two additional follow-up inspections shall be scheduled for each unit that does not pass initial inspection, after adequate time is provided to make the required improvements. If, after the third inspection, the unit still does not meet the requirements of the Rental Ordinance, the Contractor shall provide the City with the inspection report, property information, and a recommendation for appropriate action to the City.

The Contractor shall document the condition of the units that are inspected through the use of digital photos. This process shall include taking digital photos of all rental-housing units at the time of inspection, and organizing and storing them on a City-provided computer or other device. The process shall include taking a photo of each exterior elevation of the building, and at least one photo of every habitable room, with additional photos as needed to document any violations that are cited.

The Contractor shall, if determined necessary by the City, arrange to have the Contractor's inspector available a maximum of eight (8) hours per week to meet with property owners, tenants, or City officials. All such meetings shall be made by appointment and shall be held in City Hall during established office hours, or at a time and location that is mutually agreeable to the Contractor and the individual requesting the meeting. The Contractor shall not be eligible for additional compensation for the time spent in these meetings, but shall not be required to exceed the eight (8) hours per week.

The Contractor may occasionally be required to attend meetings of the Board of Appeals and/or Rental Review Board, or to make a court appearance to provide information concerning a rental property. Adequate notice will be provided to the Contractor prior to any of these meeting dates. The Contractor shall be compensated for the time spent in these meetings according to the Fee Schedule as shown in Article 5 of this Agreement.

The Contractor will not collect any fees or issue any licenses at any time. The City will have sole responsibility for collection of fees, issuance of licenses, and enforcement for non-compliant properties.

2. Designation of Inspector

The City is designating the Contractor to perform rental inspections in accordance with Section 33.01 (b), City of Platteville Municipal Code. This empowers the Contractor to exercise all rights under this Section.

3. City Right of Inspection

The City, through the City Building Inspector, Community Development Director or Housing Director, maintains the authority to enforce the provisions of Chapter 33, and for purposes of building inspection, shall have the right at all reasonable times to enter buildings and premises, including those that are inspected by the Contractor. The City, at its sole discretion, maintains the authority to have the City Building Inspector, Community Development Director or Housing Director accompany the Contractor or Contractor's inspector during the course of the inspection of the dwelling units. The Contractor shall coordinate with the City to have the City Building Inspector on a minimum of two (2) rental inspections

during the first two (2) months of the contract. The City, at its sole discretion, also maintains the right to inspect dwelling units that have already been inspected by the Contractor to determine the quality of the inspections that have been completed by the Contractor.

The City shall have the right to review and approve any inspection checklists and forms that are to be used by the Contractor for all duties under this agreement.

4. Materials and Labor

The Contractor shall perform everything required to be performed under this contract and shall provide and furnish all the labor, materials, postage, tools, expendable equipment, insurance, vehicles, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the services required in this contract, except that which is expressly stated will be furnished by the City.

The property files, licenses, and documentation shall be maintained by the City and shall be made available to the Contractor during normal working hours.

The contractor shall maintain a toll-free 800 number that will be available for property owners and residents to use when contacting the inspector or contractor's staff.

5. Compensation and Method of Payment

The City of Platteville shall pay the Contractor for all work performed in accordance with this agreement on the basis of the following fee schedule:

FEE SCHEDULE

- a. Individual, duplex or multi-family dwellings: \$82.00 per unit, including up to two inspections, all classes.
- b. Rooming houses/Large Houses: For dwelling units that have more than four bedrooms, an additional cost of \$10 will be charged for each bedroom in the dwelling unit above four bedrooms, including up to two inspections.
- c. Owner occupied with boarding room: \$25.00 per bedroom, including up to two inspections.
- d. Required inspections, beyond the first two: \$25.00 per dwelling unit.
- e. Failed Inspection: If a property owner or authorized representative fails to keep a scheduled inspection \$25.00 will be charged per occurrence.
- f. Digital photographic documentation of the dwelling units that are inspected will be charged an additional cost of \$12.00 per unit.
- g. Required meetings relating to enforcement, i.e. Board of Appeals, Rental Review Board, or Court appearances will be billed at a price not to exceed \$45.00 per hour of actual meeting time.

Payment shall be made to the Contractor upon completion of each specific task and after submission of an invoice(s) to the City of Platteville on a monthly basis. Invoices shall specify all costs, such as the number of units completed, by property address; the number of inspections

3

completed beyond two per unit; the number of documented failed inspections, due to property owner neglect or cancellation; the number of hours for required meetings or appearances.

If this contract is terminated under the provision of Article 10 below, the Contractor shall be compensated for all services performed up to the date of termination.

6. Changes

The City of Platteville may, from time to time request changes in the scope of services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed by and between the City and the Contractor shall be incorporated in written amendments to this agreement.

7. Insurance

The Contractor shall be required to have, and maintain during the term of the contract, insurance coverage as indicated below. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the City. The City shall be named as an insured on all of the required policies, other than Workers Compensation. Limits of liability shall not be less than the following amounts:

- a. Bodily Injury: Per Person \$100,000, Per Occurrence \$300,000
- b. Property Damage: Each Occurrence \$50,000
- c. Comprehensive Auto Liability Including Non-Ownership Coverage: Each Person -\$100,000, Each Occurrence - \$300,000
- d. Workers Compensation: Statutory

8. Interest(s) of the Contractor

The Contractor covenants that it now has no personal interest, direct or indirect, in any residential rental property within the City of Platteville, and shall not acquire any such interest during the term of this Agreement. This restriction also applies to members of the Contractor's, and Contractor's employees, immediate family, which is defined as spouses, parents, siblings, children, in-laws, grandparents and grandchildren.

This contract is not assignable nor may any of the rights or obligations of the Contractor be transferred without the consent of the City. This written document and the attachments constitute the sole agreement between the parties, unless otherwise amended in writing by agreement of the parties.

9. Time of Performance

The services of the Contractor shall commence on the signing of this agreement and shall be for a term of one (1) year. The contract shall automatically be renewed for an additional one (1) year term after the expiration of the one-year period, unless a minimum of a sixty (60) day written termination notice is provided by either party prior to the end of the one-year period. The contract may be renewed for additional one-year terms based on mutual agreement of the City and Contractor. Changes in compensation, if warranted, may be made at the time of renewal. Renewals shall be subject to the same terms and conditions contained herein.

10. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the agreement, then the City shall thereupon have the right to terminate this agreement by giving notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, reports, or other materials prepared by the contractor under this agreement shall, at the option of the City, become the property of the City of Platteville, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In determining the amount of compensation to be paid to the Contractor upon termination, the City shall be entitled to consider whether the work performed for which the Contractor seeks payment is of a kind and quality that allows the City to reasonably determine that reinspection of the properties is not required. The fact that compensation is sought for inspections that may have been performed properly shall not preclude the City from determining that reinspections are required and to refuse to pay all or a portion of the compensation requested by the Contractor.

11. Records and Audits

The Contractor shall maintain records, adequate to identify and account for all costs pertaining to this agreement, and other such records as may be deemed necessary to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for one (1) year after the expiration of this agreement, unless permission to destroy them is granted by the City.

12. Worker's Compensation

As between the City and the Contractor this is intended as, and is, an independent contract, the Contractor and no partner or employee for the Contractor shall, by any reason of this contract, become an employee of the City of Platteville.

13. Compliance with Federal, State, and Local Laws

Contractor shall comply with all federal, state, and local laws and regulations of all authorities having jurisdiction. The Contractor shall abide by all laws regarding alcohol and drug use in the workplace. The Contractor shall use his best efforts to prohibit and restrict the consumption or use of alcohol and illegal chemical substances by any employees while they are in the course of performing their duties under this contract.

14. Ownership of Documents

All of the reports, forms, data, etc., prepared or assembled by the Contractor under this agreement are the property of the City of Platteville, and the Contractor agrees that they shall not be made available to any individual or organization at any time without prior written approval of the City. This provision does not apply to the Contractor providing an inspection report to the property owner and/or tenant. All of the documents, or a copy of the documents, shall be provided to the City within thirty (30) days upon written request.

15. Severability

It is mutually agreed that, in case any provision of this agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of the agreement remain in full force.

IN WITNESS THEREOF, parties hereto have caused this agreement to be executed the year and date shown below by their proper officers and representatives.

Date: 5-2-06

Marty Limmex, Managing Partner MV Service & Consulting, LLC

Lon Pluckhahn, City Manager City of Platteville

Date: 4/27/00

ATTEST:

Annette M. Lutcher Annette M. Dutcher, City Clerk

Amendment to Rental Inspection Contract

THIS AGREEMENT is made by and between the City of Platteville Common Council, hereinafter called the "City", and MV Service & Consulting, LLC, hereinafter called the "Contractor".

WHEREAS, the City has previously entered into a contract with the Contractor to perform inspections of residential rental property in the City of Platteville, with said contract being approved and signed by the Contractor on May 2, 2006; and

WHEREAS, the City now desires to make changes in the scope of services described in said contract, and the Contractor is agreeable to these changes,

NOW THEREFORE, the parties hereto mutually agree to the changes in the contract as follows:

1. Scope of Services

The Contractor shall document the condition of the units that are inspected through the use of digital photos only if specifically directed to do so by the City. If such photos are required, the Contractor shall receive compensation as provided in the Fee Schedule that is a part of the original contract.

IN WITNESS THEREOF, parties hereto have caused this agreement to be executed the year and date shown below by their proper officers and representatives.

Marty Limmex, Managing Partner MV Service & Consulting, LLC

9-19-06 Date:

Date: 9/15/06

Lon Pluckhahn, City Manager City of Platteville

ATTEST:

mette M. Dutcher

Annette M. Dutcher, City Clerk

City of Platteville	
STAFF REPORT AND FISCA	L
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Update

Title: Proposal to Add "R-LO Limited Occupancy Residential Overlay" District as an Overlay Option on Residential Historic Districts

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Attached is a proposal from Council Member Ken Kilian regarding adoption of a R-LO Limited Occupancy Residential Overlay for residential historic districts.

Recommendation:

Impact Of Adopting Proposal:

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)	Budget Effect:
No fiscal effect Creates new expenditure account Creates new revenue account Increases expenditures	Expenditure authorized in budget No change to budget required Expenditure not authorized in budget Budget amendment required
Increases revenues Increases/decreases fund balance Fund	Vote Required: Majority Two-Thirds
Narrative/assumptions About Long Range Fiscal Effect:	L

Expenditure/Revenue Changes:

Budget Amendment No Account Number			No Budget Amendment Required					
			Account Name	Budget Prior to Change	Debit	Credit	Amended Budget	
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: City Manager	
Prepared By: Jane Leighty	Date: 1/7/2014

To: City Manager Larry Bierke

From: Ken Kilian

Re: Overlay District on Two Historic Districts

Numerous residential historic districts in the United States have a limit on the number of unrelated persons that may live in a home. The Platteville City Code (22.0514) does allow the placement of limits in the R-1 and R-2 residential districts. The Rountree-Bayley Historic District is located in R-2 zoning and thus the residents have the opportunity to petition for an overlay district.

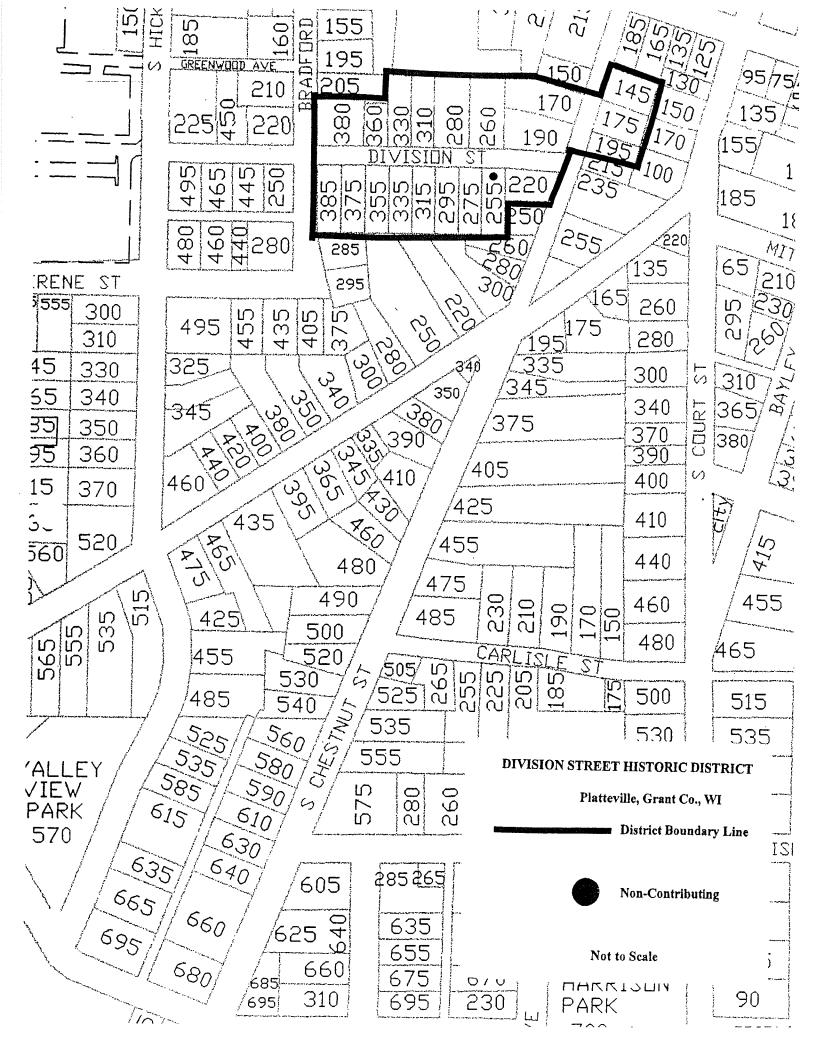
However, the Division Street and the West Main Street Historic Districts are located in R-3 zoning. These areas were changed from R-1 and R-2 to R-3 due to their proximity to the University. The original houses in these districts were single-family. Changing single family homes to student housing has had undesirable effects upon the neighborhoods. Further conversion will continue to degrade these areas.

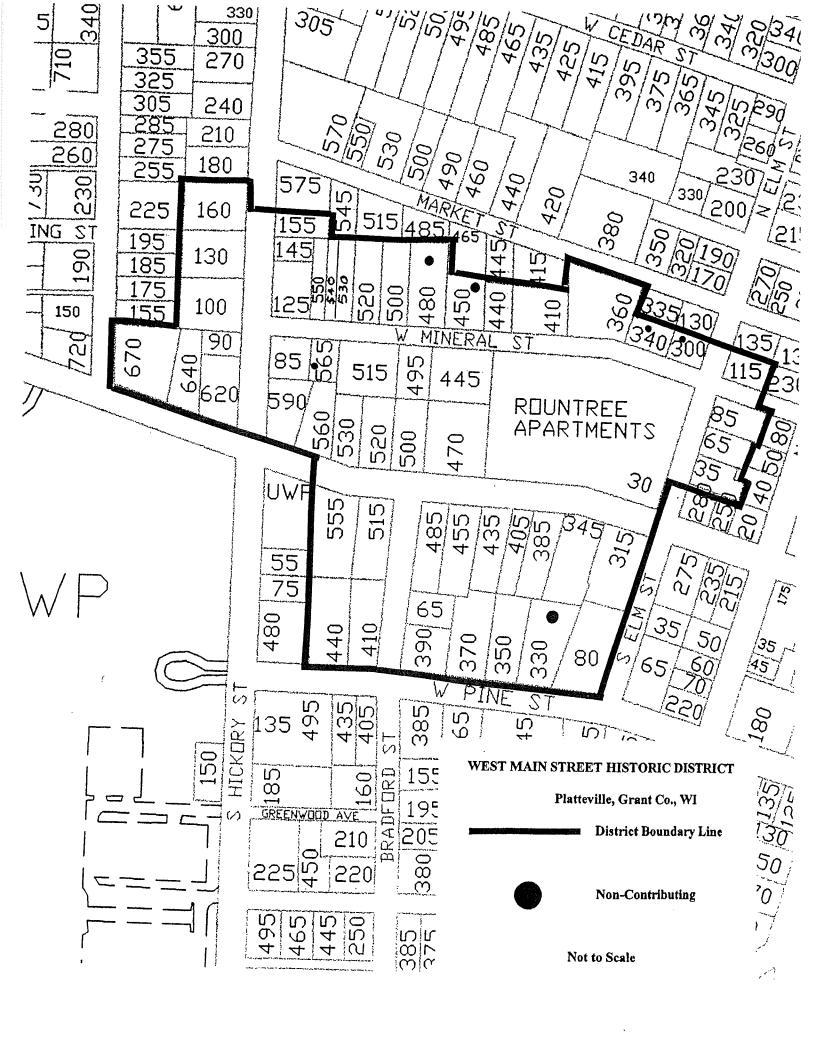
Goal 3 of the housing section of the Smart Growth Comprehensive Plan states "Protect the historic character of historic homes and neighborhoods". Establishment of overlay zoning for the two historic districts would provide the opportunity to protect the historic character of the homes and the neighborhoods.

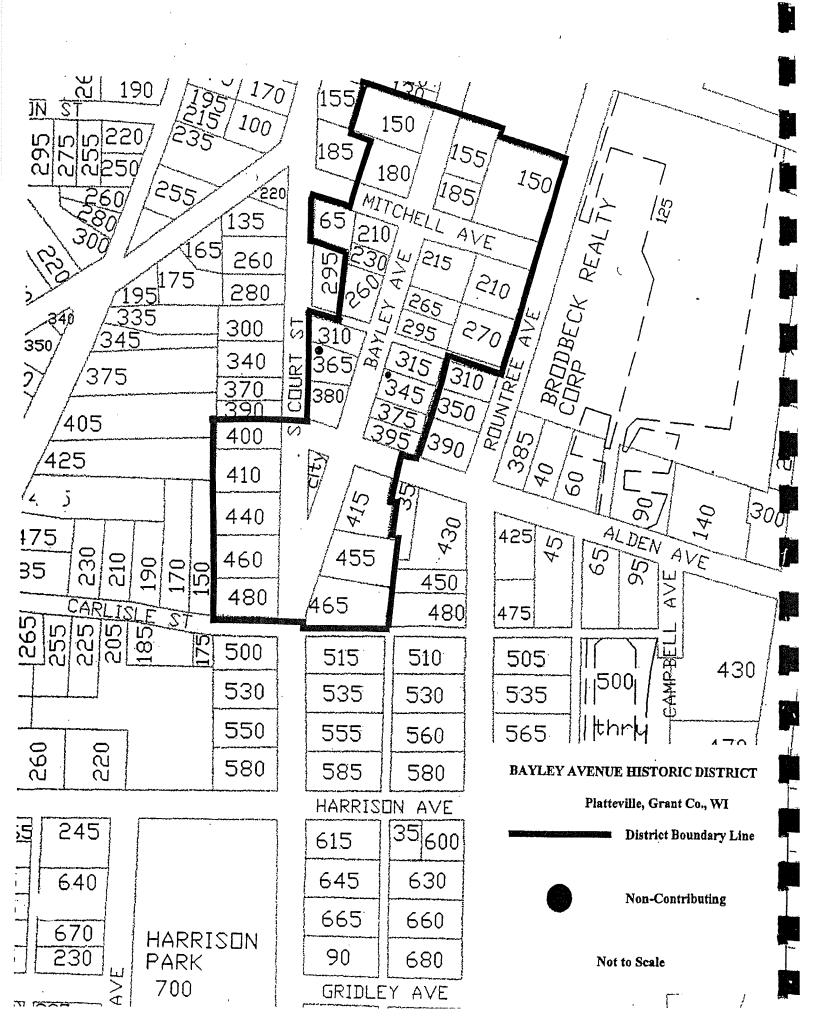
Recommendation

Please initiate action to change 22.0514(A) to read "The purpose and intent of the R-LO Limited Occupancy Residential Overlay District is to protect, preserve, and enhance low-density single-family housing in **the residential historic districts and** areas zoned R-1 Single-family Residential and R-2 One & Two-family in the City.

Thank you.







- (5) Glare and Heat. There shall be no reflection or radiation, directly or indirectly, or glare or heat beyond the property line if it would constitute a nuisance, hazard or be recognized by a reasonable person as offensive. Provided, however, that nothing in this section shall prohibit night illumination of a property within the district.
- (6) Vibrations. There shall be no operation or activity which would cause ground transmitted vibrations in excess of the limits set forth in the table below beyond the boundary of this district, under any conditions, nor beyond the property line if it would adversely affect any other use within the district.

Ground Transmitted Vibrations: Maximum Permitted Displacement

Frequency Cycles per Second	Along Subdivision Boundaries (In Inches)
0-10	.0008
10 to 20	.0005
20 to 30	.0002
30 to 40	.0002
40 and over	.0001

22.0514 R-LO LIMITED OCCUPANCY RESIDENTIAL OVERLAY DISTRICT.

(A) PURPOSE AND INTENT

The purpose and intent of the R-LO Limited Occupancy Residential Overlay District is to protect, preserve, and enhance low-density single-family housing in areas zoned R-1 Single-family Residential and R-2 One & Two-family Residential in the City.

This district establishes restrictions which operate to preserve the attractiveness, desirability, and privacy of residential neighborhoods by limiting the numbers of occupants permitted in residential properties and limiting the types and numbers of rental properties, and thereby preclude the deleterious effects on a neighborhood with regard to property deterioration, increased density, congestion, noise and traffic levels, and reduction of property values. The goal of the overlay district is to allow the City and the owners of property within residential neighborhoods to control the number of occupants and the types of rental properties that are permitted in one-family dwellings within their neighborhood. It is also the purpose of the district to achieve the following objectives:

Permitted uses are all specified or conditional uses in the underlying zoning district except as they pertain to the allowable occupancy of a dwelling unit. The restrictions set forth herein are in addition to the restrictions and requirements of the underlying district applicable to a particular property. If there is a conflict between the restrictions and requirements associated with the district, those most restrictive to the use of the property shall apply.

(D) OVERLAY DISTRICT CREATION

The R-LO Limited Occupancy Residential Overlay District may be established over designated areas of the City of Platteville.

- (1) INITIATION. The designation of an overlay district may be initiated by the Common Council or Plan Commission, or by a petition of one or more of the owners of property within the area proposed to be included in the district.
- (2) PETITIONS
 - (a) A petition requesting an overlay district that meets the following requirements must be submitted to the City Clerk.
 - 1. Each petition must be circulated by a person who owns property within the proposed district and be signed by the circulator.
 - 2. The petition must contain the signature and address of a minimum of seventy five percent (75%) of the parcel owners within the proposed boundary of the overlay district, exclusive of public property. Jointly owned parcels will be considered owned by a single person for purpose of petitioning and any co-owner may sign a petition for such parcel. If a person owns more than one parcel of property within the proposed district, they may sign the petition once for each parcel they own.
 - 3. Each person signing the petition must also enter, on the petition, adjacent to their signature, the date that the person signed the petition.
 - 4. The petition must accurately advise the signer of what restrictions would be imposed on the property if the overlay district were established.
 - 5. The properties to be included in the proposed overlay district must be described in the petition by address and the parcels within the proposed district must be contiguous.

approved as requested, modified, or denied. The recommendation shall be made in writing to the Common Council.

- (4) HEARINGS. The Common Council shall hold a public hearing upon each recommendation after publication of a Class 2 legal notice in accordance with Chapter 985 of the Wisconsin Statutes, listing the time and place, and the changes or amendments proposed. The Common Council shall also give at least ten (10) days prior written notice to the Clerk of any municipality within 1,000 feet of any land to be affected by the proposed change or amendment and shall mail a notice of the public hearing to owners of all land within the proposed district at least ten (10) days prior to the public hearing.
- (5) COMMON COUNCIL ACTION. Following such hearing and after careful consideration of the Plan Commission's recommendations, the Common Council shall vote on the passage of the proposed district. If the petition described in Section 22.0514(D)(2) is signed by the owners of a minimum of seventy five percent (75%) but less than one hundred percent (100%) of the parcels within the proposed overlay district, such district shall not become effective except by the favorable vote of three-fourths (3/4) of the entire membership of the Common Council. If the petition is signed by one hundred percent (100%) of the property owners within the proposed overlay district, such district shall become effective upon a simple majority vote. If approved, the district boundaries must be shown on the Zoning Map. Any ordinance that is not adopted within six (6) months of its introduction shall be deemed denied.

(E) EFFECT OF OVERLAY DISTRICT ORDINANCE

- (1) Upon introduction of an ordinance to create an overlay district and at all times while the ordinance is pending final decision, there shall be a moratorium on the issuance of initial rental unit licenses to the extent that no initial rental housing license shall be issued within the proposed overlay district to the owner of a one family dwelling unit, unless the license was applied for prior to the to the close of business for City Hall on the day of the meeting when the Plan Commission considers the ordinance.
- (2) Upon passage of an ordinance by the Common Council establishing an overlay district, it shall be unlawful to use or allow any property to be used except in conformity with the requirements of the underlying zoning district and overlay district. Any property in the overlay district that has an existing rental housing license, or has had a rental housing license within one year of adoption of the overlay district, shall be allowed to continue its use and occupancy in accordance with the law existing prior to the date of the adoption of the overlay district. An existing rental housing use or occupancy in an overlay district that does not meet the standards of the district shall be considered to be a legal nonconforming use as the result