

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, May 27, 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. SPECIAL PRESENTATION –

- A. Update from City IT Provider - CompuNet

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 – May 8 Special Meeting, May 13 Regular Council Meeting
- B. Payment of Bills
- C. Appointments to Boards & Commissions
- D. Licenses
 - 1. One- and/or Two-year Operators' Licenses

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 (Daus) 4.14.14
 - 2. Commission on Aging (Bonin) 4.17.14
 - 3. Community Safe Routes Committee (Seeboth) 4.21.14
 - 4. Library Board (Nickels) 4.1.14
 - 5. Parks, Forestry, and Recreation Committee (Seeboth) 4.21.14, Special 5.1.14
 - 6. Redevelopment Authority (Daus) 4.28.14
 - 7. Rountree Gallery 3.6.14, 4.3.14
 - 8. Water & Sewer Commission (Stockhausen, Kilian, Bonin) 4.14.14
- B. Other Reports
 - 1. Building Inspector Report
 - 2. Department Progress Reports

VII. ACTION ITEMS –

- A. Utility Easement Termination – Cedar Hill Condominium Development [5.13.14]

VIII. INFORMATION AND DISCUSSION

- A. Residential Permit Parking [5.13.14]
- B. Zoning Code Amendment – Limited Occupancy Overlay District
- C. Financial Software Package [4.8.14]

- D. Resolution - Municipal Airport 6-year Plan
- E. Knollwood Park Single Track Trail
- F. Rountree Gallery Board Membership Changes
- G. Personnel Residency Policy Revisions
- H. Kallembach Properties – Request for Proposals

IX. ADJOURNMENT

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

PLATTEVILLE COMMON COUNCIL PROCEEDINGS
MAY 13, 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: Dick Bonin, Barbara Daus, Mike Denn, Ken Kilian, Council President Eileen Nickels, Amy Seeboth, and Barb Stockhausen. Absent: None.

SPECIAL PRESENTATION

Ed White – EDA Grant Update – Ed White shared good news that the City received notification of approval (with contingencies) for the \$800,000 Economic Development Administration (EDA) grant that the City contracted with Southwest Wisconsin Regional Planning Commission (SWRPC) to write and submit last fall. The City will now have \$1.6 million dollars to finish an additional stormwater pond to manage 39 acres, to do the sanitary sewer, storm sewer, street curb and gutter, and extend Vision Drive over to Phillips Rd. Mr. White noted that EDA does not typically fund a community two times in a 10 year period, but he believes it was due to the success of the last stormwater project in 2010 which resulted in the Emmi Roth Development.

Mr. White also distributed a copy of the *2014-2019 Comprehensive Economic Development Strategy* to the Council and explained the purpose of the document. This was a result of the work of a five county (Grant, Green, Iowa, Lafayette, and Richland) Committee. The document serves as the blueprint for economic development in the Southwestern Wisconsin Regional Planning Commission region.

President Nickels complimented Mr. White on his excellent work through SWRPC and noted that every citizen in Platteville should be appreciative of the federal money brought to this community due to his efforts.

CONSIDERATION OF CONSENT CALENDAR

Motion by Bonin, second by Denn to approve the April 15, 2014 Organizational (with correction of name from Ken Kilian to Eileen Nickels in the first sentence) and April 22 Council Minutes; Payment of Bills in the amount of \$752,203.36; April Financial Report; 2014 Council Appointments to Boards, Commissions, and Committees; Appointment of Brian Chapman to the Board of Appeals (3 year term) and Angie Donovan to the Freudenreich Animal Care Trust Fund (3 year term); One-Year Operator License to Jennifer A Abing, Cassandra A Fencl, and Thomas D Gille; Two-Year Operator License to Mary Jo Craugh, Lara J Fairchild, Daisy M Harris, Arlena MJ Paulus, Jennifer A Roberts, Zachary M Thomas, Michael F Trentz, Lindsey R Trevarthen, Carla E Vickerman, Tammy J Wagner, and Kassandra R Zimmerman; Walk Permit to ALS Organization for the ALS Walk September 27; and Parade Permit to Platteville High School for the Homecoming Paraded October 10. Motion carried 7-0 on a roll call vote.

CITIZENS' COMMENTS, OBSERVATIONS, AND PETITIONS

Public Works Director announced that the City Wide Garbage Pickup for single family residences and duplexes is Monday and Tuesday, May 19 and May 20.

Recreation Director Luke Peters announced the City started the installation of the artistic bike racks in the downtown. The bike racks were a result of a \$1,500 grant from the Community Fund and a competition was held for the design and construction of the bike racks. On May 16 there will be a walk to visit the bike racks and a party in City Park afterwards.

Recreation Director Luke Peters also announced that the City received the Playful City USA recognition today. The City was among 212 nominees and join cities such as New York City, Washington DC,

Austin, and San Francisco. The recognition provides a competitive advantage when applying for grants for future playgrounds, etc.

President Nickels announced that there will be a special Council meeting on Tuesday, May 20 at 4 PM in the Police Station Community Room – asked the Council members to consider big ideas for the City of Platteville.

NIMS training will be held on Tuesday, July 1 at 4 PM.

REPORTS

- A. Committee Reports – Meeting reports were submitted by the Airport Commission, Commission on Aging, Community Safe Routes Committee, Historic Preservation Commission, Housing Authority, Museum Board, Parks, Forestry and Recreation Committee, Plan Commission, Police & Fire Commission, Redevelopment Authority, and Water & Sewer Commission.
- B. Other Reports
 1. April Airport Financial Report
 2. April City Attorney Itemized Statement
 3. April Water & Sewer Revenue and Expenditures
 4. Department Progress Reports – Written progress reports of department operations and activities were submitted by the Director of Administration, City Attorney, City Manager, Community Planning & Development, EMS, Museum, Recreation, Public Works, Rountree Gallery, and Senior Center.

ACTION ITEMS

- A. *Resolution 14-19 Terminating TIF District #8* – City Manager Larry Bierke explained that the TIF district (described as the “Former Hospital/Elderspan Project”) was created in 2007. The original Project Plan Estimate had \$1,065,000 in projected costs, with the actual costs expected to be \$1,069,605.25. The Council has stated in the past that they want to close this TIF District as soon as possible, even though the last date to incur project costs could be in 2029 with the final dissolution/termination in 2034. There will not be any excess increment to distribute to the taxing districts. The TIF District #8 equalized value increase (\$7,304,500 in 2013) will then become part of the general tax roll. Motion by Daus, second by Bonin to adopt Resolution 14-19 Terminating TIF District #8 and have it become part of the City’s general tax roll. Motion carried 7-0 on a roll call vote.
- B. *Award Contract 11-14 Pool Repairs* – Public Works Director Howard Crowfoot reviewed that at the last meeting the Council discussed the proposed contracts to install a Variable Frequency Drive (VFD) and repair deteriorating joints in the pool floor and walls, and other areas of the pool floor, walls, and deck. In addition, Recreation Director Luke Peters requested the Council to approve an additional \$4,820 for a BECS pool controller system which will allow remote access, provide more flexibility, and be able to lower flow below state standards when the pool is not being used. There was much discussion and some concern with Staff requesting additional funds without providing the Council written facts/explanation ahead of time and not knowing where the additional funds would come from. Motion by Daus, second by Denn to award Contract 11-14-1 Swimming Pool Repairs (VFD Installation) and BECS pool controller system to Schmidt Electrical Construction at the bid price of \$28,498.32 and \$4,820 respectively, and award Contract 11-14-2 Swimming Pool Repairs (Joint & Crack Repair) to Badger Swimpools at the bid price of \$31,570, with the unbudgeted amount of \$4,820 for the BECS pool controller system to come out of the Recreation Director’s budget. Motion carried 7-0 on a roll call vote.
- C. Amend February 25, 2014 Council Minutes – City of Platteville Parks Endowment Fund – Beining Trust – City Clerk Jan Martin explained that the amendment corrects a transcriptional

error by the Deputy Clerk in the February 25, 2014 Council minutes. Motion by Bonin, second by Seeboth to amend Section VI(D) of the February 25, 2014 Council Minutes as follows: *D. City of Platteville Parks Endowment Fund – Beining Trust – Luke Peters, Recreation Coordinator, explained the proposed Designated Charitable Fund Agreement establishing the City of Platteville Parks Endowment Fund. Money donated to the Fund would be invested by the Community Foundation for both income and growth. A portion of the earnings would be made available each year to the City to maintain, improve, or expand parks, trails, and other recreational facilities located in Platteville. Motion by Kilian, second by Stockhausen to establish the City of Platteville Parks Endowment Fund through the Community Foundation of Southern Wisconsin, Inc. including an initial transfer of \$10,000 from the Carmen AJ Beining Trust into the Fund and as matching funds are received, additional money from the Carmen AJ Beining Trust will be transferred into the Fund up to \$44,303.33. Motion carried 6-0 on a roll call vote with Daus abstaining. Motion carried 6-0 on roll call vote with Daus abstaining.*

INFORMATION AND DISCUSSION

- A. *Report of Residential Permit Parking* – Police Chief Doug McKinley provided a background and explanation of the proposed changes to the City’s current permit parking ordinance: 1) change Markee Avenue and Southwest Road (from Markee to the western City limits) to No Overnight Parking (3am to 6am); 2) change the entire permit parking area to No Parking (3am to 6am) Except with a City Permit; and 3) reduce the citation amount in the permit parking area from \$50 to \$20. After much discussion, McKinley was directed to provide the current permit parking map, along with a marked up one showing the proposed changes for the next meeting and touch base with the University who was in the process of discussing raising their parking citation fees. Information and discussion at next meeting.
- B. *Utility Easement Termination – Cedar Hill Condominium Development* – Community Planning & Development Director Joe Carroll explained that the existing sewer main in this development is in very poor condition with plans to be replaced in 2018 or 2019. The developer will soon begin work on the second phase of the condominium project. Due to the infrastructure being installed to serve the new development, it is possible to remove and rebuild the sewer main in a location that would better accommodate the development and that would require the installation of a shorter length of sewer main than is present now. The developer approached the City and is willing to provide a new easement to accommodate the relocated main. Relocating the main and easement would require the relocation of a sewer lateral for the property at 1155 Perry Drive. Since the existing easement is for public utilities and was identified on the approved final plat, the City would need to formally vacate the existing easement. The Plan Commission recommended approval of the request with the condition that the developer share (50%-100%) in the cost of redirecting the sewer lateral for the property at 1155 Perry Drive. Public Works Director Howard Crofoot stated that the Water & Sewer Commission met and recommended approval of the expected costs and the Plan Commission’s recommendation to have the developer share in 50% of the cost of redirecting the sewer lateral for the property at 1155 Perry Drive. The Plan Commission minutes will be included in the packet for the next meeting. Action at next meeting.
- C. *Snow Removal Ordinance Review* – City Attorney Brian McGraw provided a chronology of events in his staff report. Dan Winch of 345 Bayley Avenue has objected to his \$50 snow removal bill, claims the ordinance (Section 4.09) is unconstitutional, and asked that the Public Works Director be dismissed. Attorney McGraw recited State law (Section 66.0907(5)) requiring the City to keep the sidewalks clear of snow and ice in all cases where the owner or occupant of the abutting lots fails to do so. This section provides the expense incurred by the City can be levied as a special tax on the abutting land owners tax bill if unpaid. There is a process by which the owner can contest having the special tax levied (Wis. Stats. 893.72). Recommends that the Council respectfully deny Mr. Winch’s requests to revise the ordinance, cancel any charges or dismiss the Public Works Director. Dan Winch of 345 Bayley Avenue didn’t agree with the City Attorney response and still believes that the ordinance is unconstitutional and will go to the press,

door to door, or possibly a class action law suit. President Nickels stated that her intention was to try to answer Mr. Winch's concerns as best as they could with this, believes this memo addresses them, and unless a council members asked to have this back on the agenda for action, she does not plan to take action. Ed White of 295 DeBuhr Lane stated that he sat in the Council chairs when the ordinance was written and adjusted over the years – clarified that there is not an infinite charge that the Council can charge – it's based on the bid price and square foot charge. No action taken.

CLOSED SESSION

Motion by Stockhausen, second by Bonin to adjourn to closed session per Wisconsin Statute 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – *Possible Land Acquisition* – and to come back into open session to adjourn. Motion carried 7-0 on a roll call vote.

ADJOURNMENT

Motion by Daus, second by Denn to adjourn. Motion carried on a roll call vote. The meeting was adjourned at 9:01 PM.

Respectfully submitted,

Jan Martin, City Clerk

PLATTEVILLE COMMON COUNCIL PROCEEDINGS
MAY 8, 2014

The special meeting of the Common Council of the City of Platteville was called to order by Council President Eileen Nickels at 4:00 PM in front of the Municipal Building.

ROLL CALL

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

BUS TOUR TO OBSERVE RECENTLY ACQUIRED KALLEMBACH PROPERTIES

The Council, along with City Manager Larry Bierke, City Attorney Brian McGraw, Police Chief Doug McKinley, and several citizens (potential developers) toured 12 properties that the City had recently acquired through litigation with Darrel Kallembach. The properties toured were 85 N Water Street, 160 E Mineral Street, 565 W Cedar Street, 222 N Elm Street, 185 Center Street, 255 Division Street, 335 Division Street, 375 Irene Street, 260 N Chestnut Street, 310 West Gridley Avenue, 440 Southwest Road, and 420 Southwest Road. Public Works Director Howard Crofoot and various police officers secured the premises before and after each walk through. The tour lasted approximately 2 hours.

RECONVENE TO COUNCIL CHAMBERS TO EVALUATE AND DISCUSS THE AFOREMENTIONED PROPERTIES

The Council then reconvened to Council Chambers to discuss the properties they just toured and determine what to do with them. It was the Council's intent to get as many of the properties back on the tax roll as soon as possible and recoup some of the litigation costs. After discussing the merits of each property, it was the consensus of the Council to sell 9 of the 12 properties (retaining only the 222 N Elm Street, 160 E Mineral Street, and 85 N Water Street properties at this time) through a competitive bid process. A work session was scheduled for the May 27 Council meeting. Demolition cost estimates and sample request for proposals (RFPs) delineating property standards/expectations will be provided for the work session.

ADJOURNMENT

Motion by Stockhausen, second by Bonin to adjourn. Motion carried on a roll call vote. The meeting was adjourned at 7:19 PM.

Respectfully submitted,

Jan Martin, City Clerk

SCHEDULE OF BILLS

MOUND CITY BANK:

5/16/2014	Payroll (Net Checks)	(#55290-55301)	\$	6,154.95
5/16/2014	Payroll (ACH Deposits)	(#135198-135334)	\$	103,637.59
5/16/2014	Schedule of Bills	(VOID #55116 & 55302)	\$	(75.00)
5/16/2014	Schedule of Bills	(#55303-55335)	\$	89,940.50
5/21/2014	Schedule of Bills	(#55336-55401)	\$	92,648.02
	Total		\$	<u>292,306.06</u>

Check Issue Date(s): 05/08/2014 - 05/21/2014

Report Criteria:
Check.Bank No = 1

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
05/14	05/14/2014	55116	VOID - WI DEFERRED COI	DEFERRED COMPENSATION DEFERRED COMPENSATION Pay Period: 04/26/2014	PR0426140	1	2,510.00 -	M
				DEFERRED COMPENSATION WI DEF-ROTH Pay Period: 04/26/2014	PR0426140	2	175.00 -	2,685.00 -
Total 55116							2,685.00 -	
05/14	05/14/2014	55302	WI DEFERRED COMP BO	Payroll Deductions-5/2/14	05/02/14	1	2,385.00	
				Payroll Deductions-5/2/14	05/02/14	2	225.00	2,610.00
Total 55302							2,610.00	
05/14	05/16/2014	55303	AFLAC	MONTHLY PREMIUMS FLEX AFLAC Pay Period: 05/10/2014	PR0510140	1	499.71	
				MONTHLY PREMIUMS NON FLEX AFLAC INSURANCE Pay Period: 05/10/2014	PR0510140	2	442.25	941.96
Total 55303							941.96	
05/14	05/16/2014	55304	BRINKMAN, DAN	FINAL FLEX MEDICAL REIMB	051614	1	600.00	600.00
05/14	05/16/2014	55305	BUCHHOLTZ, BRUCE	FLEX MEDICAL CLAIM R	051614	1	261.80	261.80
05/14	05/16/2014	55306	CHARLES, TIMOTHY	FLEX MEDICAL CLAIM R	051614	1	297.50	297.50
05/14	05/16/2014	55307	CHIROPRACTIC ASSOCIA	CHIRO CHGS	051614	1	238.72	
				CHIRO CHGS	051614	2	89.52	
				CHIRO CHGS	051614	3	208.88	537.12
Total 55307							537.12	
05/14	05/16/2014	55308	CIESLEWICZ, PATRICK	FLEX MEDICAL CLAIM REIMB	051614	1	600.00	600.00
05/14	05/16/2014	55309	CROFOOT, HOWARD	FLEX MEDICAL CLAIM R	051614	1	270.42	270.42
05/14	05/16/2014	55310	DEAN CLINIC	ACCT #100847424	02-03	1	319.60	
				ACCT #100715713	02-03	2	180.65	500.25
Total 55310							500.25	
05/14	05/16/2014	55311	DUBUQUE INTERNAL MEI	ACCT #16-58723	020314	1	20.77	20.77
05/14	05/16/2014	55312	DUGGAN, DAVE	FLEX MEDICAL CLAIM REIMB	051614	1	69.45	69.45
05/14	05/16/2014	55313	GRANT CTY CLERK OF C	BOND-TODD INGRAHAM	2007935	1	1,602.00	
				BOND-CHANGHYEOK YOO	2007958	1	225.70	
				FINES & FORFEITURES	3026305	1	10.00	
				FINES & FORFEITURES	3026340	1	243.00	
				FINES & FORFEITURES	3026348	1	263.50	2,344.20

M = Manual Check, V = Void Check

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 55313							2,344.20	
05/14	05/16/2014	55314	HARCUS, MATTHEW P	FLEX MEDICAL CLAIM REIMB	051614	1	327.77	327.77
05/14	05/16/2014	55315	INTERNAL REVENUE SER	FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 05/10/2014	PR0510140	1	9,826.34	
				FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 05/10/2014	PR0510140	2	9,826.34	
				FEDERAL INCOME TAX MEDICARE Pay Period: 05/10/2014	PR0510140	3	2,298.08	
				FEDERAL INCOME TAX MEDICARE Pay Period: 05/10/2014	PR0510140	4	2,298.08	
				FEDERAL INCOME TAX FEDERAL WITHHOLDING TAX Pay Period: 05/10/2014	PR0510140	5	14,961.32	39,210.16
Total 55315							39,210.16	
05/14	05/16/2014	55316	KAUFFMAN, BARBARA	FLEX MEDICAL CLAIM R	051614	1	60.00	
				MEDICAL CLAIM REIMB.	051614	2	859.04	919.04
Total 55316							919.04	
05/14	05/16/2014	55317	KRESS, MELISSA	FINAL FLEX MEDICAL CLAIM REIMB	051614	1	600.00	600.00
05/14	05/16/2014	55318	LAWRENCE, RICHARD	REIMB MEDICAL PMT	051614	1	109.00	109.00
05/14	05/16/2014	55319	MEDICAL ASSOCIATES CI	ACCT #67-27390	051614	1	317.91	
				ACCT #72-52042	051614	2	156.35	
				ACCT #74-93885	051614	3	148.55	
				ACCT #74-93885	051614	4	841.78	
				ACCT #70-59488	051614	5	214.01	1,678.60
Total 55319							1,678.60	
05/14	05/16/2014	55320	MERCY HOME CARE-HME	ACCT #13340	051614	1	223.42	223.42
05/14	05/16/2014	55321	NIEHAUS, DAVE	FINAL FLEX MEDICAL CLAIM REIMB	051614	1	600.00	600.00
05/14	05/16/2014	55322	PETTY CASH/TREASUREI	WORK PERMIT-POOL	05/16/14	1	30.00	30.00
05/14	05/16/2014	55323	PLATTEVILLE PODIATRY	ACCT #8864	032714	1	100.00	100.00
05/14	05/16/2014	55324	REHLINGER, PAUL	REIMB FLEX CHILD CARE EXPENSES	051614	1	2,025.00	2,025.00
05/14	05/16/2014	55325	ROSEMEYER JONES CHII	ACCT #5602-DEAN	051314	1	702.50	702.50
05/14	05/16/2014	55326	SENG, NICHOLAS	FLEX MEDICAL CLAIM REIMB	051614	1	600.00	600.00
05/14	05/16/2014	55327	SOUTHWEST HEALTH CE	ACCT #356401	051614	1	87.95	
				ACCT #853165	051614	2	78.06	
				ACCT #845545	051614	3	516.96	
				ACCT #867663	051614	4	917.52	
				ACCT #878053	051614	5	192.56	
				ACCT #861242	051614	6	57.61	
				ACCT #870274	051614	7	367.78	2,218.44

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 55327							2,218.44	
05/14	05/16/2014	55328	SOUTHWEST HEALTH CT	ACCT #350000505	032114	1	28.26	28.26
05/14	05/16/2014	55329	ST MARYS DEAN VENTUF	ACCT #500047702	549837127	1	121.71	
				ACCT #500047702	549837127	2	157.82	
				ACCT #500164200	549857388	1	111.13	
				ACCT #500139215	549862337	1	135.21	
				ACCT #500226450	549892285	1	135.21	
				ACCT #500049386	549916656	1	27.04	444.70
Total 55329							444.70	
05/14	05/16/2014	55330	VANTAGE TRANSFER AG	ICMA DEFERRED COMP ICMA RETIREMENT Pay Period: 05/10/2014	PR0510140	1	270.00	270.00
05/14	05/16/2014	55331	WI DEFERRED COMP BO	DEFERRED COMPENSATION DEFERRED COMPENSATION Pay Period: 05/10/2014	PR0510140	1	2,385.00	
				DEFERRED COMPENSATION WI DEF-ROTH Pay Period: 05/10/2014	PR0510140	2	225.00	2,610.00
Total 55331							2,610.00	
05/14	05/16/2014	55332	WI DEPT OF REVENUE	STATE INCOME TAX STATE WITHHOLDING TAX Pay Period: 05/10/2014	PR0510140	1	6,925.03	6,925.03
05/14	05/16/2014	55333	WI RETIREMENT SYSTEM	WRS RETIREMENT ADDL RETIREMENT WITHHELD Pay Period: 05/10/2014	PR0510140	1	125.00	
				WRS RETIREMENT EERC GEN RETIRE Pay Period: 05/10/2014	PR0510140	2	6,358.87	
				WRS RETIREMENT EERC PROT RETIRE Pay Period: 05/10/2014	PR0510140	3	3,016.89	
				WRS RETIREMENT EERC W/S RETIRE Pay Period: 05/10/2014	PR0510140	4	1,572.74	
				WRS RETIREMENT ERRC GEN RETIRE Pay Period: 05/10/2014	PR0510140	5	6,358.87	
				WRS RETIREMENT ERRC PROT RETIRE Pay Period: 05/10/2014	PR0510140	6	4,443.45	
				WRS RETIREMENT ERRC W/S RETIRE Pay Period: 05/10/2014	PR0510140	7	1,572.74	23,448.56

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 55333							23,448.56	
05/14	05/16/2014	55334	WI SCTF	CHILD SUPPORT CHILD SUPPORT-WI SCTF Pay Period: 05/10/2014	PR0510140	1	218.00	218.00
05/14	05/16/2014	55335	WINKLER, TRACI	FLEX MEDICAL CLAIM REIMB	051614	1	208.55	208.55
05/14	05/21/2014	55336	ALLIANT ENERGY/WP&L	ELECTRIC/HEATING-CITY HALL	5/21/2014	1	7.80	
				ELECTRIC/HEATING-POLI DEPT	5/21/2014	2	72.25	
				ELECTRIC/HEATING-EME MNGMT	5/21/2014	3	6.35	
				ELECTRIC/HEATING-EMS	5/21/2014	4	240.07	
				ELECTRIC/HEATING-STRI LIGHTING	5/21/2014	5	7,536.77	
				ELECTRIC/HEATING-STOI LIGHTS	5/21/2014	6	331.97	
				ELECTRIC/HEATING-LIBR	5/21/2014	7	916.48	
				ELECTRIC/HEATING-PARI	5/21/2014	8	810.01	
				ELECTRIC/HEATING-POO	5/21/2014	9	347.48	10,269.18
Total 55336							10,269.18	
05/14	05/21/2014	55337	ASSOC PATHOLOGISTS &	ACCT #13060	010914	1	25.71	25.71
05/14	05/21/2014	55338	AXLEY BRYNELSON LLP	LEGAL SERVICES-D KALLEMBACH	589446	1	3,864.72	3,864.72
05/14	05/21/2014	55339	BADGER BROTHERS COF	RETURN STOLEN MONEY THAT WAS FOUND	5/20/2014	1	547.00	547.00
05/14	05/21/2014	55340	BADGER WELDING SUPP	MONTHLY CYLINDER RENTAL-POLICE	3211992	1	2.70	
				REFILL OXYGEN - PD	3213568	1	21.10	23.80
Total 55340							23.80	
05/14	05/21/2014	55341	BARD MATERIALS	BIKE RACK-POST OFFICE	114618	1	116.37	116.37
05/14	05/21/2014	55342	BRAUN THYSSENKRUPP	REPAIR ELEVATOR-LIBRARY	WORK ORDE	1	448.00	448.00
05/14	05/21/2014	55343	BROWN, JACOB	TRAINING REIMB-POLICE DEPT	4/13-4/18/14	1	103.39	103.39
05/14	05/21/2014	55344	BRUCE MUNICIPAL EQUIP	SUPPLIES-STREET	5141289	1	75.42	75.42
05/14	05/21/2014	55345	CAKES BY ANNE	REFRESHMENTS FOR ARTIST RECEPTION-GALLERY	5/4/2014	1	43.20	43.20
05/14	05/21/2014	55346	CAREY'S SEAMLESS GUT	EMS CHARGES	3079	1	75.00	75.00
05/14	05/21/2014	55347	CARQUEST AUTO PARTS	SUPPLIES-POLICE DEPT	APRIL 30 201	1	8.35	
				SUPPLIES-FIRE DEPT	APRIL 30 201	2	14.15	
				SUPPLIES-STREET DEPT	APRIL 30 201	3	356.63	
				SUPPLIES-CEMETERY	APRIL 30 201	4	227.70	
				SUPPLIES-PARKS DEPT	APRIL 30 201	5	10.10	600.23
Total 55347							600.23	
05/14	05/21/2014	55348	CENTURYLINK	PHONE				

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				DISTANCE	4/30/2014	15	.87	
				WATER & SEWER LONG DISTANCE	4/30/2014	16	.74	70.72
		Total 55349					70.72	
05/14	05/21/2014	55350	CHIROPRACTIC ASSOCIA	CHIRO CHGS	032614	1	60.00	60.00
05/14	05/21/2014	55351	CINTAS CORPORATION #	BROWN MATS - POLICE DEPT	446554534	1	88.90	88.90
05/14	05/21/2014	55352	CNA SURETY	NOTARY RENEWAL-CHARLES BLANKET POLICY	51720729N 58315888 5/9	1	30.00 178.75	208.75
		Total 55352					208.75	
05/14	05/21/2014	55353	COMLEC SERVICES INC	POLICE DEPT CHARGE	427765-IN	1	54.50	54.50
05/14	05/21/2014	55354	COMPUNET INTERNATIOI	LENOVO THINKCENTRE, ETC THINKPAD EDGE, ETC IT SERVICES	44165 44165 44168	1 2 1	5,800.00 1,490.00 3,750.00	11,040.00
		Total 55354					11,040.00	
05/14	05/21/2014	55355	DELTA 3 ENGINEERING IN	POOL REPAIRS	8360	1	4,950.00	4,950.00
05/14	05/21/2014	55356	EASTMAN CARTWRIGHT	LUMBER-MUSEUM	20011854	1	145.06	145.06
05/14	05/21/2014	55357	ED M FELD EQUIP CO INC	FIRE DEPT CHARGES	261734-IN	1	3,800.00	3,800.00
05/14	05/21/2014	55358	EMERGENCY APPARATU	TRANSMITTER LABOR ACCESSORIES EXPEDITED NDA	72645 72645 72645 72645	1 2 3 4	2,240.96 3,263.50 95.00 91.00	5,690.46
		Total 55358					5,690.46	
05/14	05/21/2014	55359	EMERGENCY MEDICAL PI	AMBULANCE SUPPLIES AMBULANCE SUPPLIES AMBULANCE SUPPLIES	1643318 1644628 1645785	1 1 1	14.95 191.55 266.43	472.93
		Total 55359					472.93	
05/14	05/21/2014	55360	ESRI INC	ARCGIS DESKTOP BASIC SINGLE USE LIC	92813153	1	1,350.00	1,350.00
05/14	05/21/2014	55361	FASTENAL COMPANY	SUPPLIES-ST SUPPLIES-ST	WIPIA66716 WIPIA66903	1 1	71.96 129.92	201.88
		Total 55361					201.88	
05/14	05/21/2014	55362	GORDON FLESCH COMP/	COPIES-COUNCIL COPIES-CLERK COPIES-CITY MANAGER	IN10782674 IN10782674 IN10782674	1 2 3	15.00 30.00 154.11	199.11
		Total 55362					199.11	
05/14	05/21/2014	55363	GOV FINANCE OFFICERS	MEMBERSHIP DUES-FINANCE	DUES 2014	1	190.00	190.00
05/14	05/21/2014	55364	GRANT CTY CLERK OF CI	BOND-LAUREN R BRADLEY BOND-MICHAEL M	12056802	1	175.30	

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				BARAKAT	12064500	1	287.00	
				FORFEITURES	5/15/2014	1	503.50	965.80
		Total 55364					965.80	
05/14	05/21/2014	55365	GUNDERSEN HEALTH SY	DRUG & ALCOHOL TESTING-STREETS	3/31/2014 482	1	30.00	
				DRUG & ALCOHOL TESTING-GALLERY	3/31/2014 482	2	30.00	60.00
		Total 55365					60.00	
05/14	05/21/2014	55366	INGERSOLL PLUMBING/H	AUGER SEWER-CITY HALL	6927	1	97.70	97.70
05/14	05/21/2014	55367	ISABELL, ERIN	FLEX MEDICAL CLAIM REIMB.	052114	1	153.82	153.82
05/14	05/21/2014	55368	JACOBSON, TIMOTHY	MEMBERSHIP RENEWAL-EMS	5/14/2014	1	40.00	40.00
05/14	05/21/2014	55369	JOHNSON BLOCK & CO IN	AUDIT CHGS	415310	1	1,575.00	1,575.00
05/14	05/21/2014	55370	LANGUAGE LINE SERVICE	LANGUAGE INTERPRETATION-POLICE DEPT	3365679	1	58.63	58.63
05/14	05/21/2014	55371	MENARDS	SUPPLIES - EMS	37143	1	99.80	
				SUPPLIES - EMS	37411	1	7.04	106.84
		Total 55371					106.84	
05/14	05/21/2014	55372	MORRISSEY PRINTING IN	ENVELOPES-FINANCE DEPT	31775	1	262.22	262.22
05/14	05/21/2014	55373	MOUND CITY BANK	INTEREST L.T. NOTES	JUNE 1 2014	1	1,875.00	
				INTEREST TIF #6	JUNE 1 2014	2	5,718.75	
				INTEREST TIF #7	JUNE 1 2014	3	1,031.25	8,625.00
		Total 55373					8,625.00	
05/14	05/21/2014	55374	MUELLER, LOIS	INSTRUCTING STIPEND-GALLERY	5/11/2014	1	180.00	180.00
05/14	05/21/2014	55375	MUNICIPAL TREASURE A:	ANNUAL DUES-FINANCE	DUES 2014	1	50.00	50.00
05/14	05/21/2014	55376	OFFICE DEPOT	OFFICE SUPPLIES-PD	70825033600	1	347.31	347.31
05/14	05/21/2014	55377	PETTY CASH SWIM POOL	START UP MONEY FOR AQUATIC CENTER	5/7/2014	1	300.00	300.00
05/14	05/21/2014	55378	PIONEER FORD SALES L1	POLICE CHARGE	20996	1	34.48	
				AMBULANCE WORK	89355	1	135.14	169.62
		Total 55378					169.62	
05/14	05/21/2014	55379	PLATTEVILLE AUTO SUPP	SUPPLIES-FIRE DEPT	APRIL 30 201	1	83.08	
				SUPPLIES-STREET DEPT	APRIL 30 201	2	125.50	208.58
		Total 55379					208.58	
05/14	05/21/2014	55380	PLATTEVILLE JOURNAL,	SUBSCRIPTION-PUBLIC WORKS	3709 6/4/14	1	36.00	
				SUBSCRIPTION-SENIOR CENTER	4704 5/13/14	1	34.00	70.00

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 55380							70.00	
05/14	05/21/2014	55381	PROFESSIONAL LIGHTING	MUSEUM CHARGES	2080	1	378.07	
				MUSEUM CHARGES	2088	1	191.04	569.11
Total 55381							569.11	
05/14	05/21/2014	55382	QUILL CORPORATION	OFFICE SUPPLIES-MUSEUM	2629729	1	83.64	
				OFFICE SUPPLIES-MUSEUM	2629729	2	78.32	
				OFFICE SUPPLIES-MUSEUM	2686120	1	20.99	
				OFFICE SUPPLIES-BLDG INSPECTION	2903006	1	17.22	
				OFFICE SUPPLIES-COMM PLAN & DEV	2903006	2	17.22	
				OFFICE SUPPLIES-BLDG INSPECTION	2929065	1	24.49	241.88
Total 55382							241.88	
05/14	05/21/2014	55383	REHLINGER, PAUL	UNIFORM REIMBURSEMENT-POLICE DEPT	5/8/2014	1	191.51	191.51
05/14	05/21/2014	55384	SCENIC RIVERS ENERGY	REPAIR LIGHTS	57740	1	120.75	120.75
05/14	05/21/2014	55385	SCOTT IMPLEMENT	SUPPLIES-STREET DEPT	81056	1	15.00	15.00
05/14	05/21/2014	55386	SIGNS TO GO! INC	NAME PLATE	18387	1	15.00	15.00
05/14	05/21/2014	55387	SOUTHWEST LANDSCAPE	TREE-SR CENTER	551	1	129.95	129.95
05/14	05/21/2014	55388	SOUTHWEST OPPORTUN	JANITORIAL SERVICES-POLICE DEPT	15452	1	1,713.00	
				GARBAGE BAGS	15500	1	108.00	
				GARBAGE BAGS	15506	1	52.50	1,873.50
Total 55388							1,873.50	
05/14	05/21/2014	55389	SOUTHWEST TECHNICAL	MSHA TRAINING	9164	1	411.25	411.25
05/14	05/21/2014	55390	ST MARYS DEAN VENTUF	ACCT #900115214	031414	1	86.55	86.55
05/14	05/21/2014	55391	ST MARYS DEAN VENTUF	ACCT #500185807	549885853	1	101.40	
				ACCT #500061690	549904004	1	415.11	
				ACCT #500050218	549945674	1	135.21	651.72
Total 55391							651.72	
05/14	05/21/2014	55392	SYMBIONT	GRAPHIC INFO SYSTEM MAPPING & PROGRAM SERV-ENGINEERING	42452	1	20,823.80	20,823.80
05/14	05/21/2014	55393	TREEHOUSE SILVER	ITEMS FOR MUSEUM GIFT SHOP	6059	1	257.66	257.66
05/14	05/21/2014	55394	TRICOM INC/RADIO SHAC	FIRE DEPT CHARGE	10283372	1	7.99	7.99
05/14	05/21/2014	55395	US CELLULAR	CELL PHONE CHGS-PARKS	37527732	1	8.20	
				CELL PHONE CHGS-AIRPORT	37527732	2	8.20	
				CELL PHONE CHGS. -				

Check Issue Date(s): 05/08/2014 - 05/21/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				FIRE	37527732	3	8.20	
				CELL PHONE CHGS.-ST	37527732	4	16.41	
				CELL PHONE CHGS. - PD	37527732	5	107.45	
				CELL PHONE CHGS-WATER & SEWER	37527732	6	85.95	234.41
		Total 55395					234.41	
05/14	05/21/2014	55396	UW-GREEN BAY	REGISTRATION-FINANCE DIRECTOR	REG 2014	1	459.00	459.00
05/14	05/21/2014	55397	VILLAGE OF SUAMICO	ELECTION SUPPLIES	5/6/2014	1	5.70	5.70
05/14	05/21/2014	55398	WEBER PAPER COMPAN'	TOWELS	568054	1	45.04	45.04
05/14	05/21/2014	55399	WOODWARD COMMUNIT'	ADVERTISING-CEMETER' ADVERTISING-HISTORIC/ PRESERVATION	153811-1403	1	271.49	
				ADVERTISING-PARKS	153811-1403	2	383.28	
				ADVERTISING-PARKS	153811-1403	3	111.79	
				REC/PARK BROCHURE	153811-1403	4	1,713.76	
				REC/PARK BROCHURE	153811-1403	5	1,713.76	
				ADVERTISING-ENGINEER	153811-1403	6	370.32	
				ADVERTISING-MUSEUM	153811-1403	7	223.58	
				ADVERTISING	153811-1405	1	255.52	
				ADVERTISING-POLICE	153811-1405	2	319.40	5,362.90
		Total 55399					5,362.90	
05/14	05/21/2014	55400	YURS, MEG	REFUND REC FEES	2000373.002	1	50.00	50.00
05/14	05/21/2014	55401	ZARNOTH BRUSH WORKS	PARTS FOR SWEEPER	149354-IN	1	462.75	462.75
		Totals:					182,513.52	182,513.52

Report Criteria:

Check.Bank No = 1



BOARDS AND COMMISSIONS VACANCIES LIST

As of 5/27/14

Board of Appeals (ET Zoning) Alternate (term expires 4/1/16)
Historic Preservation Commission (partial – term expires 5/1/15)
Historic Preservation Commission Alternate (partial – term expires 5/1/15)
Library Board (3-year term)

Upcoming in June, 2014

Parks, Forestry & Recreation Committee (3-year term) – Two vacancies

Upcoming in July, 2014

Commission on Aging (3-year term) – Three vacancies
Museum Board (4-year term)
Redevelopment Authority (5-year term)
Rountree Gallery Board (3-year term) – Four vacancies

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 www.platteville.org. Please note that most positions require City residency.

PROPOSED LICENSES
May 27, 2014

One-Year Operators License

- Blabaum, Carson J
- Chandler, Timothy J
- Cisler, Benjamin M
- Gaar, Alison M
- Larkin, Jenna C
- Martens, Cindy K
- Novak, Mackenzie N
- Osborne, Ronald L
- Schleicher, Mary A
- Wagner, Erica M
- Wasicek, Marc A
-

Two-Year Operators License

- Albert, Jennifer L
- Boebel, Benjamin H
- Coker, Amanda K
- Kastner, Kami R
- McGraw, Lynette M
- Melendez, Maria
- Mullikin, Jason M
- Mullikin, Jennifer J
- Post, Gregory D
- Rice, Catherine J
- Schultz, Courtney E
- Stetz, Brandy L
- VanNatta, Cindy L
- Vogelsberg, Dave J
-

Approved Minutes of April 14th, 2014 Meeting

Minutes recorded by Doug Stephens

Airport Commission Meeting

April 14, 2014

Platteville Municipal Airport

5157 Highway 80, Platteville, Wisconsin 53818

1. Call to order by Bill Kloster @ 6PM
Attendance: Bill Kloster (P), Eileen Nickels (P), Adam Pick (P), Chuck Runde (A), Doug Stephens (P), Ed White (P), Kevin Wunderlin (A). Others: Jim Hughes [Airport Manager], Jeff Shea, Andy Lange and Elaine Olthafer [A&A Aviation], Larry Bierke [Manager, City of Platteville], Stacey Miller {Wisconsin Dept. of Transportation, Aeronautics Bureau}, Chris Reese from Mead and Hunt Engineering.
2. Approval of Minutes: Ed White made the motion to accept as presented. Eileen Nickels-2nd. Passed unanimously.
3. Citizens Comments, Observations and Petitions: None
4. Six Year Master Plan: Stacey Miller and the Commission spoke about the Master Plan. A letter from David M. Greene, Director, Wisconsin Division of Transportation Investment Management-Bureau Aeronautics, dated January 22, 2014, addressed to City of Platteville Municipal Airport was distributed. The purpose of the letter was to raise awareness of and encourage Wisconsin airports to develop and communicate long range planning (attached is a scan of the letter).
 - a. Bill Kloster led discussion on the following items:
 - i. T-Hangers
 - ii. Fueling system (50% of the airport revenue comes from fuel sales)
 - iii. Hanger Door on main hanger is poor condition
 - iv. The old hanger (multi-color hanger) needs maintenance, is on poor shape, is two different elevations and has a retaining wall. If the old hanger is to be replaced, a consultant assessment of the hanger is first required, and that assessment would need to direct toward condemnation.
 - v. If new hangers are desired, the airport would need to use its General Aviation Entitlement (GA Entitlement), of \$150,000 toward the project.
 - vi. The Commission discussed top priorities-
 - 2015: are (1) hangers, (if the Commission commits to a new hanger now, then that would be next new project).
 - 2016: design phase of the reconstruction and strengthening of original runway 7/25 (3600 ft) and add new lighting. Jim Hughes noted that a new terminal building would be preferable over a longer runway.
 - 2017: construction phase of the reconstruction and strengthening of original runway 7/25 (3600 ft) and add new lighting.
 - 2018 Runway Project (Runway 15/33) survey and design.
 - 2019 Runway Project (Runway 15/33) construction and extension.

- 2020 Relocate Fuel System (question was raised as to how long would the airport would be without fueling capacity due to transition, answer is undetermined as there may not be any interruption at all). The existing fuel system was installed in 1990. Potential design of new terminal building.
 - vii. Public observation noted that a longer runway would help bring more jet traffic. Further discussion with the Commission noted that the lengthening of the runway would require a minimum of 800 dump truck loads of fill (approx. 10,000 cu yards of engineered fill). Stacey Miller noted that a study is required prior to a runway extension project, and this study would need to demonstrate the need for runway extension. The threshold for this need is 500 annual operations of requiring 5,000 ft runway. Letters from operators would be needed. Ed White noted that the airport had started collecting such data years ago. Eileen Nickels noted that there are new businesses here now that were not here when the airport had begun to collect the data.
 - viii. Stacey talked about a user survey study, Platteville Airport would pay 5%, Mead and Hunt could do the study. Ed White expressed interest in adding the study to the Master Plan. Larry Bierke inquired as to when the hanger would paid off.
 - ix. Bill Kloster asked for a motion regarding master plan priorities and phasing, from the Commission.
 - Ed White asked how much do we still owe. Eileen Nickels stated that 90% would be federally funded. The \$170,000 in carry over cannot be used for the hanger. Chris Reese stated that the airport could build 6 hangers now, and then build more later. Ed advised either putting a 6 bay or 10 bay hanger in the master plan. Stacey advised doing a new petition in the process.
 - Eileen asked about moving the existing terminal, this didn't seem feasible in terms of moving the structure, but construction on a new site is feasible. Bill inquired if the existing terminal could handle a second story, and it seems it cannot.
 - Motion by Ed White, second by Doug Stephens, passes unanimously. Stacey Miller has also recorded the priorities. Mead and Hunt will confirm that we are constructing the second taxiway.
 - x. Asphalt will be run up to 10' from the new hanger.
4. Treasurer's Report Dated April 14th 2014 (for the 3 Months Ending March 31st, 2014):
Treasurer's report was distributed in the meeting packet. Ed White made the motion to approve the March 2014 report as presented, second by Eileen Nickels, approved by unanimous vote. Stephens signed report.
5. Manager's Report: Jim Hughes reported that fuel was purchased.

- a. Operations:
 - i. Flight Operations: March 2014 was 574 flights.
 - ii. Fuel Sales MC/V: March 2014 was 1,450 gallons 100LL, 2,352.11 gallons Jet-A. Fuel for the trainer airplane was 103.68 gallons.
 - iii. Fuel Purchases: 4/2/2014 was 7,359.0 gallons of Jet-A
 - iv. Hughes Aviation was on duty 180.5 hours in March, Jeff Shea had 98.5 hours in March.
 - b. Bill requested that Jim develop a waiting list for people seeking hanger space, so Commission can track demand.
 - c. There is a problem with the radio system that operates the runway lights. Sometimes the radio signal from pilots won't turn on the runway lights, and it is problem with the radio receiver. Jim has spoken to Stacey about this. Jim had previously contacted the company "Highway Lighting" and they did an inspection- and when Highway Lighting left the lighting system worked fine. It may be an intermittent problem with receiver.
6. A &A Aviation Report: Alaine Olthafer and Andy Lang presented A&A Aviation Quarterly Report (Attached is a scan of the report, dated April 14, 2014).
- a. Alaine noted that this was the slow time of the year, weather has been rough, phone activity has been dead.
 - b. Bill mentioned that he has developed an ad for the Platteville Public Access TV. Bill will continue to work with the City on the ad.
 - c. Bill noted that the airport would want to do a ribbon cutting at the airport when we complete the next project. Larry Bierke mentioned that the airport may wish to host a "Business After Hours", on a Wednesday, event at the airport.
6. Adjournment
Motion by Adam Pick, 2nd by Eileen Nickels to adjourn. Meeting adjourned at 7:14PM

Approved Minutes submitted by Doug Stephens

April 17, 2014
Commission on Aging

Present: Howard Hull, Keith Kischer, Dolores Moen, Joyce McDermott, Josephine Kischer

Also present: Senior Center Director, Connie Steinhoff, Linda Appenzeller

Call to order at 9 AM by Keith Kischer

Approval of minutes of March 21

Senior Center Director, Connie Steinhoff

Card Bingo was held on Tuesday, April 8th. 20 people attended. Next Card Bingo is April 30th beginning at 12:45pm.

Bus is back. Continuing to have issues with kneeling, loud rear fan, and electrical connections.

A new meal site director has been hired. She is Marlene Hying. She started 4/7.

The city project, Project Pulse, raising money for AED, is holding a Boots vs Badges competition to see which department can sell and deliver the most Dunkin Donuts donuts. Orders are being accepted through April 21 with donut delivery on April 25th.

The Senior Picnic has run into a snag regarding sponsorship and organizers which may cause it not be held this year.

April 22nd a Stepping On program will be initiated. It is a seven-week-long program designed to provide information to help reduce the risk of falling for seniors. It will be on Tuesday afternoons beginning on April 22 from 1-3 pm. The class is currently full and there is a waiting list.

An ad seeking nominations of older people in Platteville who have contributed positively to the community or made a positive impact on someone's life was published in the Platteville Journal and ran 2 weeks. No nominations were submitted.

Connie contacted the schools to encourage intergenerational activities in the month of May.

The Common Council election was held on April 1. Amy Seebooth was elected and Eileen Nickels was re-elected. Organizational meeting was held 4/15. Eileen Nickels was elected president and Barb Daus was elected pro-tem. Dick Bonin has requested to stay on as Commission on Aging Council representative.

The written policy on technology usage and check out procedures was reviewed. Motion by J Kischer/second Dolores Moen to approve. Motion carried.

Announcements

COA terms are expiring in June for Aleine Carl, Deb Burkholder, and Howard Hull.

Adjournment

Next meeting Friday, May 16, 2014

Respectfully submitted,
Connie Steinhoff for Alleine Carl

Platteville Community Safe Routes Committee
Monday, April 21, 2014
6:00 p.m.
Platteville City Hall
75 North Bonson Street, Platteville, Wisconsin
G.A.R. Room

MINUTES

Attendees:

CSRC: Kristina Fields, Lynn Verger, Robin Fatzinger, Tim Ingram
Staff: Howard Crofoot, Luke Peters

- I. Call to order at 6 pm
- II. Approval of Minutes- February 17, 2014
 - a. Motion by Lynn, Second by Tim, motion passed unanimously
- III. Citizen Comments, Observations & Petitions
 - a. None
- IV. Old Business
 - a. Is bike parking ordinance being followed?
 - i) Howard had asked Joe Carroll, the City Planner and Joe said that the ordinance is being followed. For example, Culvers is required to provide 3 bicycle parking spaces.
 - b. Update on Broadway Street reconstruction
 - i) Construction in process
 - ii) Project bid was over budget
 - iii) Alternate bid to construct the trail connection along East Madison Street to the driveway into Mound View Park was approved to be funded with Park Impact Fee funds
 - iv) Trail will be 8' wide with asphalt surface
- V. New/Continued Business
 - a. PCA Trail/Grant Update –
 - i) Robin Fatzinger gave an overview of the project. The PCA will be submitting a grant to the Wisconsin DNR to pave and light the PCA Trail - \$1.2 million project.
 - ii) The Wisconsin DNR grant is a 'Recreational Trail' grant, which provides 50% funding, with the additional 50% funding paid for by the grantee along with other funds (ie: private funds, additional grants)
 - iii) Grant is due May 1, 2014
 - iv) The money is needed by August 2015
 - b. Upcoming local street projects

- i) Spring/Summer 2014 = Broadway
- ii) 2015 Possibilities (depending on funding)
 - (1) 4th Ave from Main Street to Camp Street
- iii) The City Manager will meet with Platteville Common Council members for a work session in June 2014 to discuss the '5 Year Capital Projects' list
- iv) The CSRC discussed adding an agenda items to the May 2014 CSRC meeting to discuss the importance of improving the Water Street/Business 151 signalized intersection to accommodate bicycles and pedestrians

VI. Adjourn at 6:35 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 PUBLIC LIBRARY BOARD OF TRUSTEES MEETING TUESDAY APRIL 1, 2014

Present: Cindy Tang, Page Leahy, Tim Durst, April Fuhr, Matt Sexton, Eileen Nickels, Mary Miller, Carol Ann Hood and Director Carolyn Schuler.

The meeting was called to order by President Mary Miller at 6:00 P.M.

CONSIDERATION OF CONSENT AGENDA (Approved Fuhr/Leahy)

- A. Meeting duly posted.
- B. Acceptance of agenda.
- C. Approval of minutes April 1, 2014, meeting following the correction.
Eileen Nickels name was omitted from the roster of those in attendance. Motion was made and seconded by to correct minutes. Motion carried (Sexton.)

CITIZENS COMMENTS, OBSERVATION and PETITIONS

Fund raiser for AED's for city buildings, April 25th at Dunkin Donuts. Boots vs. Badges Delivery Challenge between the Police Department and the Fire Department. Donuts delivered between 7:00 and 11:00 am

REPORTS

- A. Municipal Financial report March 27, 2014
- B. Directors report for March 2014. No questions and nothing to add.

BUSINESS

- A. March 2014 bills: Bills approved. (Fuhr/Durst)
- B. Transfer of Gift funds to Foundation
Discussion about a resolution to authorize the Library Board to transfer gift funds and donations specifically designated to the library building project to the Platteville Library Foundation. Director Schuler will prepare this resolution after consultation with the Foundation Board.
- C. Replacement Fees for media cases: The new replacement costs of \$2.50 for DVD cases, \$2.00 for CD cases and \$5.00 for Playaway cases were approved, effective May 1, 2014. Fuhr/Tang
- D. Fees for temporary cardholders.
A proposal in the change to temporary cards was presented by Director Schuler. Temporary cards are issued for summer residents who have extended stays at local campgrounds, University personnel, and those in the area doing business for extended time periods. This proposal with a suggested a fee of \$10.00, non-refundable for a 3-month card was approved and will be added to the Employee Handbook. A copy of the Handbook language will be presented at the next meeting. Durst/Sext
- E. The Heating and Plumbing contract was awarded to Ingersoll Plumbing and Heating. The approved contract provides for an initial clean-up for \$80.00 and maintenance cleaning 4 times a year @360.00 per cleaning. Tang/Durst
- F. Block Development Discussion. Leahy had visited a Library in Illinois and took pictures that she will share online. The photos emphasized a children's services area that will be considered for the children's area in the new building.

Gifts were presented to outgoing Board members Mary Miller and Cindy Tang in appreciation for the 3 years of service on the Board. The two of them served as President and Vice-President/Treasurer for three consecutive years. Thanks to both of them for all they did while on the Board.

The meeting adjourned at 6:50 pm. The next will be Tuesday, May 6, 2014, in the Library Meeting Room

PARKS, FORESTRY, & RECREATION COMMITTEE

April 21, 2014 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: Brian Laufenberg, Hap Daus, Jason Zeitler, Melissa Gormley, Caitlin Rosemeyer, and Ken Kilian.

Others in Attendance: Howard Crofoot, Luke Peters, Joseph Nolan, Brian Eberhart, Jennifer Cohlenberg, Rebecca Peters, Troy Moris, Ryan Kowalski, John Gile, Pete Davis, Deb Bryce, Carley Borcharding, Bruce Borcharding, Kyle Ebbe, William Kloster, Deb Rice, Tim Ingram, Kristina Fields, and Lynn Verger

APPROVAL OF MINUTES

A motion was made by Jason Zeitler to approve the minutes from March 17, 2014, second by Melissa Gormley. Motion carried.

NEW BUSINESS

- a. **Field Usage Charges:** Luke Peters informed the Committee of an increase in field reservations requests. Currently there is a no reservation policy for field usage except for Baseball / Softball, however in practice we are reserving field space for groups including Platteville Power Soccer. The Committee was asked to provide input on how staff should handle reservations requests in the future. It was decided that the Committee was open to reviewing a policy drafted by City staff that included a fee structure including a priority system for non-profit use. The Committee would like the policy to include a priority to residents and included fields that will remain open for pickup games.
- b. **Outside Vendors:** Luke Peters informed the Committee that he has received from an outside vendor to conduct an Aqua Zumba class in the Platteville Family Aquatic Center. The vendor is willing to share profits from the class with the City, however would prefer to remain an outside vendor. The Committee was asked to provide input on how staff should handle outside vendor requests in the future. It was decided that the Committee was open to reviewing a "broad" policy. The Committee would like the policy to assure that outside vendors would not interfere or compete with existing or future programming and cover all of the City's costs.
- c. **Urban Forestry:** Ken Kilian proposed that this topic be brought back at the next regular meeting of the Committee. This will allow staff more time to gather answers to specific questions.

OLD BUSINESS

- a. **Knoll Wood Single Track Trail:** Joe Nolan provided those in attendance with an overview of Platteville Human Powered Trails' proposal for installing a one mile single track trail in Knoll Wood Park. Following the short presentation the Committee listened to public comments. Those in opposition of the trail raised concerns about a loss of privacy, erosion control, tree loss, root damage, wildlife disturbance, crime, "peeping toms", liability, maintenance, practicality, PHPTs qualifications, and wanted to know if alternate areas had been explored including Valley Road. Those in support of the trail noted that the area was public land, under utilized, designed using best practices, expand the trail system to the southern end of town, and provide an opportunity to "experience nature". In total ten people spoke in opposition and six people spoke in favor of the proposed Knoll Wood Single Track Trail. The Committee further discussed issues of erosion, crime, privacy and property damage. Asking question of Joe Nolan. Hap Daus stated that if the trail were to be approved it would be monitored extremely closely. A motion was made by Hap Daus, seconded by Melissa Gormley to table the discussion and establish a special meeting on location to gather more information. Motion carried.

NEXT MEETING

Next meeting will be on Thursday, May 1, 2014 at 6:30 p.m. at the Trail Head of the PCA Trail located on Knoll Wood Way.

ADJOURNMENT

A motion was made at 8:30pm by Jason Zeitler, seconded by Ken Kilian to adjourn. Motion carried.

Submitted by,

Luke Peters
Recreation Coordinator

PARKS, FORESTRY, & RECREATION COMMITTEE

May, 1, 2014 Minutes

The special meeting of the Platteville Parks, Forestry, and Recreation Committee of the City of Platteville was called to order by Brian Laufenberg at 6:30 p.m. at the trail head for the proposed Knoll Wood Single Track Trail.

ROLL CALL

Present: Brian Laufenberg, Hap Daus, Jason Zeitler, and Melissa Gormley.

OLD BUSINESS

- a. **Knoll Wood Single Track Trail:** Joe Nolan led the Committee and members of the public on a tour of the proposed Knoll Wood Single Track Trail. On the tour Joe described the benching process and how the proposed trail would be designed to avoid the fall line. Neighboring property owners pointed out specific concerns of privacy, lot lines, and damage that might occur to trees. No action was taken.

NEXT MEETING

Next meeting will be on Monday, May 19, 2014 at 7:00 p.m. in the GAR Room of City Hall.

ADJOURNMENT

A motion was made at 7:30pm by Jason Zeitler, seconded by Hap Daus to adjourn. Motion carried.

Submitted by,

Luke Peters
Recreation Coordinator

**CITY OF PLATTEVILLE
REDEVELOPMENT AUTHORITY (RDA)
April 28, 2014**

A Meeting of the City of Platteville Redevelopment Authority was held at 5:00 p.m. in the meeting room at the Mound City Bank Motor Branch.

PRESENT: Barb Daus, John Zuehlke, Wendy Brooke, Cindy Tang, Mike Olds

VIA PHONE CONFERENCE: None

EXCUSED: Larry Ward, Chuck Runde

ABSENT: None

OTHERS PRESENT: Joe Carroll, Jack Luedtke, Rich Christenson

MINUTES: March 24, 2014

Motion by Brooke to approve the minutes. Second by Zuehlke. Motion approved.

FINANCIAL STATEMENT

The members reviewed the financial statement and loan information for April 22, 2014.

There was a discussion regarding having a deadline to complete any work approved for the curb appeal grants. Carroll will draft a letter to Mark Ihm regarding the approval for the Jimmy John's building to have the work completed by July 1, 2014.

Motion by Zuehlke to accept the financial information. Second by Olds. Motion approved.

BAYLEY BUILDING - 85 E Main Street

Mark Ihm submitted information regarding the next phase of the project to improve the lower level of the Bayley Building. The Redevelopment Authority had suggested at the last meeting that he get additional estimates or proposals to complete the design work and come back with firmer numbers for the construction. They also stated they would like to see more information on the rental income that would be received from the space.

Southwest Design prepared a proposal to complete the engineering and design work for \$6,800. Mr. Ihm is requesting that the Redevelopment Authority use the tax penalty payments funds that have been completed to cover the costs of the engineering and design work, up to \$7,500. He is also requesting a \$50,000 loan to assist with the construction project, at a rate of not more than 5% amortized over 12 years, and with a monthly payment to not exceed \$475.

Mr. Ihm was not present to discuss the project. He had contacted Daus concerning the project, and stated that he may not move forward with the work if he doesn't have an agreement with the potential tenant.

Motion by Zuehlke to table until the next meeting. Second by Brooke. Motion approved.

CURB APPEAL GRANTS

95 E. Main Street - Avalon Theater

Duane DeYoung has submitted a request for a curb appeal grant to assist with some improvements to the front facade of the Avalon Theater building. The work would consist of cleaning and painting the front of the building, replacing rotted windowsills, and replacing plate glass. The estimated total project cost would be \$2,600, so the requested curb appeal grant would be for \$1,000.

Motion by Tang to approve a grant for the project with a maximum of \$1,000. Second by Zuehlke. Motion approved. Olds abstained.

20 E. Main Street - Grandma's Attic

Nancy Kies, building owner, has submitted a request for a curb appeal grant to assist with some building improvements for the building at 20 E. Main Street. The project involves repainting the upper part of the Main Street facade and the side entrance door. The project has an estimated cost of \$2,500, so the requested curb appeal grant is \$1,000.

There was a discussion regarding the amount of time estimated to complete the work since it seemed excessive for that size of building. Since the applicant pays for anything over the maximum grant of \$1,000, there was consensus to proceed.

Motion by Olds to approve the request. Second by Brooke. Motion approved.

REDEVELOPMENT PROJECTS UPDATE

Library Block Project

Tang provided information that the developer is entering into contracts with the architect and the construction manager. This week he will sign the last property purchase agreement.

Olds asked about the drainage issues that would be made worse if the parking for the project is provided in the green area along Pine Street. The developer is aware of the issues, and they will be addressed if parking is provided in that area.

The Redevelopment Authority is interested in being involved in the project and possibly providing financial assistance to the project. Daus will send a letter inviting him to attend a future meeting. There was a discussion regarding gathering information on what types of financing the Redevelopment Authority can provide for this type of project. Daus will check with Vandewalle and the League of Municipalities.

Pioneer Ford Properties

Daus spoke with Melissa Pahl from PAIDC regarding some ideas for marketing development properties. There needs to be more of an electronic presence for the site, and other sites. We need to get information in a manner that people will find when they are looking for redevelopment sites.

Need to develop a vision for the property and use an RFQ, rather than an RFP, so there is less financial burden on developers that may respond. Daus will meet with Ron Boldt in the near future to discuss what they have for ideas with the property.

RELEASE OF LIEN - MOUNDSIDE BAKERY

Ruth Hinzmann contacted Carroll regarding the sale of one of the vehicles that is listed as collateral for the RDA loan. The sale is no longer pending, but she wanted to know what conditions the RDA would place on a sale, or whether or not they would agree to release the lien. There was a discussion regarding the collateral for the loan.

Motion by Olds to approve the sale of a vehicle listed as collateral if the proceeds are applied to the loan. Otherwise, the Redevelopment Authority would need a lien on a new vehicle if the vehicle is used as a trade-in. Second by Tang.

There was additional discussion and the consensus was that if in the future there is less need for the collateral, then the lien could be released without those conditions.

Motion approved.

COMMENTS / ANNOUNCEMENTS

Randy is still working with attorneys on the Chicago's Best project. Also still dealing with the insurance company.

There was a request to place a discussion item on the agenda for next month regarding downtown parking issues.

Daus asked Carroll to distribute the TID 7 report that Duane Borgen just completed for 2013.

Daus mentioned that Act 270 passed regarding new building code requirements. Staff will be providing a report to the Council on the impacts to the City.

Luedtke and Tang mentioned that the State WEDC/Main Street representative met with City representatives regarding underutilized spaces in the downtown area. All the buildings with the vacant space require significant upgrading and have code issues. They also discussed new tax credits that may help with this type of work. Energy credits are also available, more information will be collected for building owners.

The next regular meeting time will be Memorial Day. As a result, the meeting will be moved to May 19th, which is the week before.

ADJOURNMENT

Motion by Zuehlke to adjourn. Second by Tang. Meeting adjourned at 5:51 p.m.

Submitted by

Joe Carroll
Community Planning & Development Director

MINUTES

Rountree Gallery Board Meeting
Thursday, March 6, 2014 at 6:30 p.m.

GAR Room, City Hall, Platteville

- I. **Members Present:**
Michael Hadfield, Rock Riedle, Kerry McCabe, Dave Meinhardt, Anne Tennes, Cindy Schave
- II. **Members Absent:**
Barbara Stockhausen, Lisa Humke
- III. **Staff/Others Present:**
Staff: Nancy Collins, Steve Kleefish
- IV. **Summary of discussion and formal action(s) taken.**
 - a. M. Hadfield called the meeting to order at 6:33 p.m.
 - b. A.Tennes motioned to approve the February minutes. C.Schave seconded the motion. Motion passed 6-0.
 - c. Committee/Officer's Report- none
 - d. The Director's Report included the following information:
 - i. Concerns about 20th Annual Spring Exhibit- should we go forward with advertising at this late date? Consensus- yes, cancel if not enough registrations. Board is willing to help with cleaning gallery if necessary. Make sure installation reminder goes out to group.
 - e. Under Old Business:
 - i. New Director has been hired pending results of drug tests, paperwork. Brief biography of her offered but not her identity.
 - ii. Photography policy investigation- C.Schave stated that Outside the Lines Gallery allows photography and their contract contains a waiver stating artist allows use of low resolution photos for promotional purposes. Artist also acknowledges photography by visitors is allowed. More inquiries of other galleries will be done by attendants as the season begins.
 - f. Under New Business:
 - i. New Director will not be introduced until next meeting.
 - ii. Beining Trust and Estate Monies- Steve Kleefish representing the City Manager who could not be present posed the question what would the RGBoard like to do with the money from the Trust and Estate? Monies will be approximately \$50,000 once the Estate is settled later this Spring or Summer. Brief discussion of placing it into a trust account for use later as a lasting memorial to the Beinings. No action determined at this time.
 - iii. Brief discussion of an Arts Wisconsin Grant by K.McCabe as matching funds.
 - iv. Changes to Board in 2014- losing three members –M.Hadfield, D.Meinhardt, R.Riedle. Consult with Eileen Nickels about creating a couple four year terms to help stagger the appointments. Also consider change to bilaws to include someone from outside Platteville such as a 50 mile radius which would include new ideas and

connections to Dubuque or other nearby towns. Consultation with Eileen needed. Request volunteer at next meeting.

- g. The next meeting date was scheduled for Thursday, April 3, 2014 at 6:30 p.m. at Rountree Gallery.
- h. K.McCabe motioned to adjourn the meeting. C.Schave seconded the motion. Meeting adjourned at 7:53 p.m.

MINUTES

Rountree Gallery Board Meeting
Thursday, April 3 at 6:30 p.m.

Rountree Gallery, 385 East Main Street, Platteville

- I. **Members Present:**
Michael Hadfield, Rock Riedle, Dave Meinhardt, Anne Tennes, Cindy Schave, Barbara Stockhausen
- II. **Members Absent:**
Kerry McCabe
- III. **Staff/Others Present:**
Nancy Collins, Jennifer Fuschino, City Manager Larry Bierke
- IV. **Summary of discussion and formal action(s) taken.**
 - a. M. Hadfield called the meeting to order at 6:35 p.m.
 - b. Motion to approve the March minutes. seconded the motion.
 - c. Under Old Business:
Discussion of photo policy/ ongoing inquiry of other gallery policies
Changes to board bylaws
 - d. Under New Business:
 - Questions regarding what goes in the store
 - FOG Scholarship selected
 - Comment in favor of color coding spring exhibit like last year for better recognition of Adult, teen, and youth
 - Amendment to minutes-talked about options to Beining Trust
 - e. The next meeting date was scheduled for Thursday, May 1st at 6:30 p.m. at Rountree Gallery.
 - f. Motion to adjourn the meeting. seconded the motion. Meeting adjourned at 7:35 p.m.

WATER & SEWER COMMISSION MINUTES
Monday, April 14th, 2014
4:00 P.M.

Secretary Peter Davis (for excused President Mark Meyers) called the Regular Meeting of the City of Platteville Water and Sewer Commission to order on Monday, April 11th, 2014, at 4:00 p.m. in the Council Chambers of the Municipal Building.

The following members were present: Ken Kilian, Peter Davis, Dick Bonin, Caroline Kroll and Sarah Fosbinder. City Staff also present included: DPW Howard Crofoot, Utility Superintendent Irv Lupee and Finance Director Valerie Martin.

Citizens Comments:

None

Consent Calendar:

The Consent Calendar was presented for consideration. **Motion by Steiner and seconded by Kilian to approve the Consent Calendar as presented:** March 10th, 2014 Minutes, March Financial Report, March Bank Reconciliation and Investments Report, Payment of Bills (Mar 7 – Apr 10) and March Water Quality Report. **Motion carried.**

Actions items:

Lupee presented the Water and Sewer Commission with the Consumer Confident Report for review. **Motion by Kilian and seconded by Bonin to approve the CCR as presented. Motion carried.**

Items of Discussion:

Lupee discussed the Broadway Street Reconstruction progress. Crews are currently working on the intersection of Broadway and Madison during school hours; however, the intersection will be clear during school drop off and pick up hours. A flagger will also be present at all times.

Martin discussed the progress of the financial and water and sewer software upgrade. Martin is asking for additional time to review vendors/do analysis in order to make the best decision for the City and Water and Sewer offices.

Martin shared Salary Resolution 14-13 approved by the City Council on April 8th, 2014, in regards to merit raises of full time personnel, excluding library personnel, City Clerk and City Manager for the year of 2014. The changes will affect the Water and Sewer budget by increasing the Water/Sewer charges to the City for their share of administrative personnel/costs by \$2,545.31 plus an additional \$2,279.31 for the salary and fringes of Utility Superintendant Irv Lupee. This will be brought back to the next meeting for action.

Motion made by Kroll and seconded by Bonin to adjourn. Motion carried. Meeting adjourned at 4:25 p.m.

Respectfully Submitted,

Valerie Martin, Finance Director

BUILDING INSPECTION DEPT.

CITATIONS ISSUED

<u>CITATION #</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>M</u>	<u>VIOLATION ADDRESS</u>	<u>VIOLATION</u>	<u>CITATION SENT</u>	<u>FINE</u>	<u>CURRENT STATUS 05/15/14</u>
				NO CITATIONS TO REPORT				

BUILDING PERMITS - 2014

#	NAME	ADDRESS	CLASS	VALUE	REVIEW	BUILDING	SEAL	PLB	ELECT	HVAC	SIGN	RAZING	OCCY	EROSION/ IMPACT/MOVE	DATE	WORK_DONE	
55	WILLIAM WILLIAMS	5926 HWY 80 SOUTH	437	\$5,000.00		\$25.00									04/01/14	SIDING REPLACEMENT	
56	PARK PLACE	1015 N ELM STREET	002	\$25,000.00						\$250.00					04/01/14	HVAC ALTERATIONS	
57	ROSE MARIE PRATT	245 W MADISON ST	434	\$2,174.00		\$25.00									04/01/14	REROOF	
58	PARK PLACE	1015 N ELM STREET	004	\$2,226.00				\$30.00							04/01/14	REPLACE 1 FIXTURE	
59	PARK PLACE	1015 N ELM STREET	001	\$27,500.00					\$280.00						04/01/14	ELECT ALTERATIONS	
60	PARK PLACE	1015 N ELM STREET	437	\$168,510.00		\$591.50							\$50.00		04/01/14	INTERIOR REMODEL	
61	LUKE & HANNAH DRECKMAN	465 KASE ST	434	\$4,000.00		\$25.00									04/01/14	SHED	
62	ORVILLE GOKE	875 WILLIAMS ST	001	\$1,000.00					\$25.00						04/01/14	UPDATE SERVICE	
63	VICKIE SAUNDERS	640 LINDEN ST	001	\$1,100.00					\$25.00						04/02/14	UPDATE SERVICE	
64	WASHBURN LLC	155 WASHINGTON ST	434	\$2,800.00		\$25.00									04/03/14	SHEETROCK EXISTING WALLS	
65	HIDDEN QUILTS LLC	85 W MAIN ST	006	\$1,000.00							\$50.00				04/03/14	SIGNAGE	
66	FRANCIS BRUNTON	1265 N ELM ST	001	\$700.00					\$25.00						04/07/14	UPDATE SERVICE	
67	WASHBURN LLC	155 WASHINGTON ST	002	\$6,500.00						\$50.00					04/07/14	FURNACE & DUCT SYSTEM	
68	ROBERT HALE	730 N FOURTH ST	434	\$10,000.00		\$50.00									04/07/14	KITCHEN CABINETS	
69	LONNIE HOLZE	40 N CHESTNUT ST	437	\$9,568.00		\$35.00									04/07/14	VINYL SIDING	
70	GREG & MARLENE HYING	60 PRESTON DR	434	\$3,000.00		\$25.00									04/07/14	DECK,2 DOORS,WINDOW	
71	LAUFENBERG & LARSON	35 N BONSON ST	437	\$1,000.00		\$25.00									04/08/14	REPAIR EXTERIOR DOOR	
72	RUNDE AUTO GROUP	885 E BUS HWY 151	437	\$0.00										\$75.00	04/09/14	PERMISSION TO START	
73	SCOTT JONES	190 N SECOND ST	437	\$6,000.00		\$25.00									04/09/14	REROOF	
74	JADE MOEN	400 N HICKORY ST	434	\$1,500.00		\$25.00									04/10/14	FOUNDATION REPAIRS	
75	JADE MOEN	330 W DIVISION ST	436	\$3,500.00		\$25.00									04/10/14	RELOCATE GARAGE	
76	UBERSOX PROPERTIES	1950 UBERSOX DR	437	\$299,525.00		\$1,050.00							\$50.00		04/14/14	ADDITION	
77	MARK & SHIRLEY WILSON	1100 HEATHER LN	434	\$2,400.00		\$25.00									04/14/14	DECK STEPS	
78	RUSSELL & KARI GAYLORD	855 LANCASTER ST	001	\$900.00					\$25.00						04/15/14	UPDATE SERVICE	
79	JEREMY PATNAUDE	500 S COURT ST	434	\$34,900.00		\$100.00		\$50.00	\$25.00	\$25.00			\$50.00		04/16/14	FIRE DAMAGE REPAIRS	
80	HARRY POTHOUR	765 ELMWOOD DR	434	\$450.00		\$25.00									04/17/14	BASEMENT REMODEL	
81	R&M J&S RENTALS LLC	30 VIRGIN AVE	434	\$1,000.00		\$25.00									04/17/14	RESCUE PLATFORM	
82	MIKE & KELLY HADFIELD	390 ELMER ST	434	\$2,175.00		\$25.00									04/21/14	LAWN SHED	
83	JOHN EVERSOLL	1050 N SECOND ST	001	\$360.00					\$25.00						04/21/14	NEW SERVICE	
84	LOS CABOS NORTE LLC	300 BUS HWY 151	437	\$2,000.00		\$25.00									04/21/14	CEMENT WORK	
86	CHARLES MASCAGER	485 MAY ST	434	\$600.00		\$25.00									04/21/14	INTERIOR REMODEL	
87	LINDA FOHT	430 N FOURTH ST	434	\$5,000.00		\$25.00									04/22/14	DRIVEWAY/GARAGE FLOOR	
88	JOE & ALICE CLIFTON	500 GRANDVIEW LN	434	\$6,600.00		\$50.00									04/22/14	PARTIAL SIDING/3 WINDOWS	
89	DAVID DRURY	947 STONEBRIDGE RD	434	\$7,000.00		\$50.00									04/23/14	REROOF	
90	UBERSOX PROPERTIES	1950 UBERSOX DR	004	\$31,484.00				\$320.00							04/24/14	PLB FOR ADDITION	
91	DELORIS GRAY	150 S COURT ST	434	\$8,800.00		\$25.00		\$25.00							04/28/14	BATH REMODEL	
92	NANCY TIMMERMAN	365 RIDGE AVE	001	\$1,300.00					\$25.00						04/28/14	UPDATE SERVICE	
93	PERFORMANCE PROPERTIE	185 E PINE ST	437	\$928.00		\$25.00									04/28/14	EXTERIOR RAILING	
94	TRI-STATE PROPERTIES	375 E BUS HWY 151	006	\$5,664.00							\$100.00				04/28/14	SIGNAGE	
95	RICHARD & NORA BONIN	310 W ADAMS ST	434	\$8,000.00		\$50.00									04/28/14	WINDOWS & SIDING (1 SIDE)	
96	BRIAN & DONNA DAILEY	858 NORTHSIDE DR	434	\$25,500.00		\$100.00									04/29/14	COVERED PATIO/11 WINDOWS	
97	HONKAMP KRUGER	1 INSIGHT DRIVE	434	\$163,896.00	\$50.00	\$574.00							\$50.00		04/30/14	INTERIOR REMODEL	
98	HONKAMP KRUGER	1 INSIGHT DRIVE	004	\$7,650.00				\$80.00							04/30/14	PLUMBING FOR REMODEL	
99	HONKAMP KRUGER	1 INSIGHT DRIVE	001	\$56,500.00					\$570.00						04/30/14	ELECTRICAL FOR REMODEL	
100	DAN BAXTER	76 E MAIN ST	006	\$500.00							\$25.00				04/30/14	SIGNAGE	
APRIL TOTALS (CITY)				\$955,210.00	\$50.00	\$3,100.50	\$0.00	\$505.00	\$1,025.00	\$325.00	\$175.00	\$0.00	\$200.00	\$75.00	04/21/14	IMPACT FEE & ZONING	
85	JOSEPH JACQUINOT	BROWN DEER 3RD ADD	101	\$0.00									\$25.00				
APRIL TOTALS (E-T)				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$380.00			
APRIL TOTALS (CITY AND E-T)				\$955,210.00	\$50.00	\$3,100.50	\$0.00	\$505.00	\$1,025.00	\$325.00	\$175.00	\$0.00	\$225.00	\$455.00			
2014 YEAR-TO-DATE TOTALS (CITY AND E-T)				\$6,682,183.00	\$180.00	\$18,176.02	\$60.00	\$3,024.52	\$13,068.52	\$3,683.52	\$425.00	\$50.00	\$500.00	\$2,355.00			

City of Platteville
DEPARTMENT PROGRESS REPORT
Director of Administration

May 20, 2014

ACCOMPLISHMENTS

- Filed 2013 Financial Report with State
- Airport Commission Approved Six Year Statement of Project Intentions
- 2013 City Audit Took Place
- Participated in Tabletop Exercise for Emergency Operations Plan
- Advertised for Utility Billing Clerk
- Attended Tricor Safety Training Session
- 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

- Financial Inspections for all Liquor License Applications
- Audit's Management Discussion and Analysis
- Process many Water & Sewer Customer Starts/Stops
- Distribute 2015 Budget Instructions and Worksheets
- Begin Process for CIP (2015-2019)
- Continue TID #8 Termination Process
- Review Financial Software Proposals
- Tax Exempt Properties Report
- 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
- April 28 – June 11, Assessment Roll Available in City Clerk's Office
- June 11, 2014 - Board of Review in Council Chambers from 4:30 PM to Conclusion
- 1st Quarter Room Tax Report

THINGS THAT NEED ATTENTION (City Manager/City Council)

- N/A

COMMITTEE REPORT

- N/A

1ST QUARTER 2014
CITY OF PLATTEVILLE ROOM TAX

TOTAL RECEIPTS	\$	408,817.06
LESS EXEMPT RECEIPTS	\$	<u>60,097.05</u>
TAXABLE RECEIPTS	\$	348,720.01
ROOM TAX RATE (4%)	<u>X</u>	<u>4%</u>
TOTAL ROOM TAX	\$	13,948.72
2% MOTEL ADMINISTRATIVE FEE	\$	278.73
28% CITY OF PLATTEVILLE PORTION	\$	3,905.89
70% VISITOR & TOURISM PROMOTION COMMISSION (PAY PLATTEVILLE CHAMBER OF COMMERCE)	\$	<u>9,764.10</u>
TOTAL ROOM TAX	\$	13,948.72

ACCOUNT #56600.650

JANUARY 1, 2014 - MARCH 31, 2014
CITY OF PLATTEVILLE ROOM TAX

TOTAL RECEIPTS	\$	408,817.06
LESS EXEMPT RECEIPTS	\$	<u>60,097.05</u>
TAXABLE RECEIPTS	\$	348,720.01
ROOM TAX RATE (4%)	<u>X</u>	<u>4%</u>
TOTAL ROOM TAX	\$	13,948.72
2% MOTEL ADMINISTRATIVE FEE	\$	278.73
28% CITY OF PLATTEVILLE PORTION	\$	3,905.89
70% VISITOR & TOURISM PROMOTION COMMISSION	\$	<u>9,764.10</u>
TOTAL ROOM TAX	\$	13,948.72

JANUARY 1, 2013 - MARCH 31, 2013
CITY OF PLATTEVILLE ROOM TAX

TOTAL RECEIPTS	\$	404,508.28
LESS EXEMPT RECEIPTS	\$	<u>61,581.33</u>
TAXABLE RECEIPTS	\$	342,926.95
ROOM TAX RATE (4%)	<u>X</u>	<u>4%</u>
TOTAL ROOM TAX	\$	13,717.08
2% MOTEL ADMINISTRATIVE FEE	\$	274.52
28% CITY OF PLATTEVILLE PORTION	\$	3,840.60
70% VISITOR & TOURISM PROMOTION COMMISSION	\$	<u>9,601.96</u>
TOTAL ROOM TAX	\$	13,717.08

SUMMARY OF ROOM TAX COLLECTIONS:

(Past 8 Years)

<u>YEAR</u>	<u>QUARTER</u>	<u>CITY</u>	<u>TOURISM COMM</u>	<u>MOTEL ADM</u>	<u>TOTAL</u>
2014	1ST QTR.	\$ 3,905.89	\$ 9,764.10	\$ 278.73	\$ 13,948.72
	2ND QTR.				\$ -
	3RD QTR.				\$ -
	4TH QTR.				\$ -
			\$ 3,905.89	\$ 9,764.10	\$ 278.73
2013	1ST QTR.	\$ 3,840.60	\$ 9,601.96	\$ 274.52	\$ 13,717.08
	2ND QTR.	\$ 6,467.78	\$ 16,169.20	\$ 461.88	\$ 23,098.86
	3RD QTR.	\$ 7,241.08	\$ 18,103.40	\$ 517.52	\$ 25,862.00
	4TH QTR.	\$ 5,486.27	\$ 13,714.70	\$ 391.46	\$ 19,592.43
			\$ 23,035.73	\$ 57,589.26	\$ 1,645.38
2012	1ST QTR.	\$ 3,841.94	\$ 9,605.00	\$ 274.26	\$ 13,721.20
	2ND QTR.	\$ 6,510.98	\$ 16,277.80	\$ 464.71	\$ 23,253.49
	3RD QTR.	\$ 7,009.28	\$ 17,521.87	\$ 500.09	\$ 25,031.24
	4TH QTR.	\$ 4,747.81	\$ 11,869.53	\$ 339.32	\$ 16,956.66
			\$ 22,110.01	\$ 55,274.20	\$ 1,578.38
2011	1ST QTR.	\$ 3,687.31	\$ 9,218.16	\$ 263.48	\$ 13,168.95
	2ND QTR.	\$ 5,683.27	\$ 14,208.19	\$ 405.95	\$ 20,297.41
	3RD QTR.	\$ 6,881.72	\$ 17,204.40	\$ 491.68	\$ 24,577.80
	4TH QTR.	\$ 4,671.27	\$ 11,678.17	\$ 333.38	\$ 16,682.82
			\$ 20,923.57	\$ 52,308.92	\$ 1,494.49
2010	1ST QTR.	\$ 3,602.98	\$ 9,007.44	\$ 257.35	\$ 12,867.77
	2ND QTR.	\$ 6,235.68	\$ 15,589.19	\$ 445.40	\$ 22,270.27
	3RD QTR.	\$ 7,507.33	\$ 18,768.33	\$ 536.24	\$ 26,811.90
	4TH QTR.	\$ 5,401.57	\$ 13,503.93	\$ 385.83	\$ 19,291.33
			\$ 22,747.56	\$ 56,868.89	\$ 1,624.82
2009	1ST QTR.	\$ 3,880.76	\$ 9,701.91	\$ 277.20	\$ 13,859.87
	2ND QTR.	\$ 5,846.58	\$ 14,616.48	\$ 417.62	\$ 20,880.68
	3RD QTR.	\$ 7,161.58	\$ 17,903.92	\$ 511.56	\$ 25,577.06
	4TH QTR.	\$ 5,443.45	\$ 13,608.66	\$ 388.83	\$ 19,440.94
			\$ 22,332.37	\$ 55,830.97	\$ 1,595.21
2008	1ST QTR.	\$ 4,285.80	\$ 10,714.51	\$ 306.12	\$ 15,306.43
	2ND QTR.	\$ 6,274.92	\$ 15,687.30	\$ 448.21	\$ 22,410.43
	3RD QTR.	\$ 8,275.48	\$ 20,688.69	\$ 591.10	\$ 29,555.27
	4TH QTR.	\$ 5,509.84	\$ 13,774.55	\$ 393.56	\$ 19,677.95
			\$ 24,346.04	\$ 60,865.05	\$ 1,738.99
2007	1ST QTR.	\$ 3,933.22	\$ 9,833.06	\$ 280.94	\$ 14,047.22
	2ND QTR.	\$ 6,240.35	\$ 15,600.87	\$ 445.73	\$ 22,286.95
	3RD QTR.	\$ 7,392.51	\$ 18,481.28	\$ 528.03	\$ 26,401.82
	4TH QTR.	\$ 6,136.48	\$ 15,341.20	\$ 438.32	\$ 21,916.00
			\$ 23,702.56	\$ 59,256.41	\$ 1,693.02

CITY OF PLATTEVILLE

DEPARTMENT PROGRESS REPORT

CITY ATTORNEY

Week Ending: May 16, 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 May, June, July and August, 2014
- The TID #5 DWD Prevailing Wage litigation is concluded. Case dismissed.
- Continued to monitor Kallembach Rental Code litigation.
- Attended Council meeting on May 13, 2014
- Attended Court trial and Pretrial Conference on May 16, 2014
- Reviewed Brief prepared by Attorney Pelletier for May 23, 2014 hearing before Judge Flanagan on Leonard Kallembach, LLC's Motion for Relief from Order Confirming Execution Sale
- Prepared letter to Supreme Bus Company regarding problems with Senior Center bus
- Conferred with Jan Martin regarding amending Minutes of a previous Council meeting
- Revised Staff Report – Winch Snow Removal Charges
- Discussed with Jan Martin proposed revisions to Chapters 36 and 41 of the City's Ordinances regarding consumption of alcohol in City Parks
- Attended Special Council Meeting on May 8, 2014
- Drafted form of Offer to Purchase and Addendum for use in RFPs for sale of Kallembach properties
- Conferred with President of the Airport Commission regarding performance of Contractor; assisted in preparing notice to Contractor

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

DEPARTMENT PROGRESS REPORT
Community Planning & Development



Week Ending: May 23, 2014

ACCOMPLISHMENTS

- Continued working on the proposed design standards for signage in historic districts.
- Worked on zoning code amendments regarding the R-LO district and other related zoning code amendments.
- Began working with a developer and a property owner regarding a proposed highway business development.
- Worked with the Cedar Hills Condominium developer on an easement vacation request.
- Developed a draft RFP for the former Kallembach properties.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Continue working with the Historic Preservation Commission regarding design standards for signage in the downtown historic district.
- Continue working with a developer regarding a business development.
- Start developing a database of zoning information for use in the GIS system.
- Complete the RFP for the former Kallembach properties.

PUBLIC INFORMATION ITEMS

- A public hearing regarding proposed changes to the zoning ordinance related to the R-LO district will be held on June 10th.

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: 19 May 2014

ACCOMPLISHMENTS

- Ambulance calls for May – 58 (as of 05/19)
- ALS Ambulance calls for May – 16 (as of 05/19)
- Meeting with City Manager
- Staff Meeting & Training
- Attended Department Head Meeting
- Emergency Operations Exercise
- HIPAA revisions
- 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 –406 (as of 05/19)
 - ALS level calls – 138 (as of 05/19)
- EMS Calls for 2014 – 421 (as of 05/19)
 - ALS level calls –110 (as of 05/19)

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

PLATTEVILLE PUBLIC LIBRARY

Director's Report for April 2014

VALIDATIONS

This is a busy time of year for services to teachers who request multiple books on various topics to enhance classroom studies. Thanks to the staff members who diligently search for titles and related materials and prepare them for circulation.

Voting is over for the Peeples Choice Awards for the Dioramas. We had 202 votes, 18 dioramas, 46 patrons, and 2 volunteers this year. Thanks to everyone for their help and patience and especially Nancy and Cheryl for lining up volunteers and Glory for working a shift. And the winners are:

Go, Peep. Go! (Pronschinskes 1)

The Lion, the Peep, and the Wardrobe (Sigwarths)

Ocean Peeps (Pronschinskes 2)

Staff winner was...Lydia (Peeping Angel)

BUILDING & GROUNDS

During a recent heavy rainfall there was water running down the walls of the boiler room, some of which ran through an electrical panel. Paula Stanton from S&A Cleaning Services was in the building working when she discovered this on a Friday evening. She contacted several staff and city personnel to let them know about the situation. Mark Schmitt examined the situation and checked out all electrical panels. Fortunately, the water did not run through the wires so we were safe to go. However, he did discover a few items that needed to be addressed and took care of those issues. Dan Allen from the city also worked with staff to pin-point other issues causing the leakage onto the basement (tubing not securely fastened to eaves.) Thanks to members of the street department who stepped forward to do some make shift maintenance.

LEGISLATIVE UPDATE

The Wisconsin Legislature has recessed for the year as it is an election year. Wisconsin State Assembly Districts up for re-election from the SWLS area: Districts 49, 50, 51, 80 & 96
Wisconsin State Senate Districts up for re-election from the SWLS area: Districts 17 & 27

Rep. Paul Ryan, in the proposed budget federal budget, has proposed the elimination of funding for the Institute for Museums and Libraries (IMLS). IMLS is the agency that funds LSTA, which funds projects at the system and library level as well as many projects and staff at DPI's Division for Libraries and Technology and Resources for Life Long Learning. This proposal would have a huge impact on our libraries here in Wisconsin, especially small rural libraries.

Links to learn more:

<http://www.infodocket.com/2014/04/01/ala-responds-to-rep-paul-ryans-budget-proposal-that-recommends-elimination-of-impls/>

<http://lj.libraryjournal.com/2014/04/legislation/ryans-proposed-2015-budget-would-eliminate-impls/#>

TECHNOLOGY

New software from Automated Logic has been installed and several staff members were trained to detect any heating or cooling problems. Ingersoll has yet to come to do the clean-up on the boilers and Air handlers. We are waiting for outside temperatures of at least 55 degrees Luke has been doing some maintenance work on the EnvisionWare program (our time management system for the public computer.)

2015 BUDGET

We will need to begin our discussion of the 2015 budget at the May 6th meeting. City Manager, Larry Bierke, would like to have a list of issues, concerns or goals sent to his office on or before May 8th. We are in a state of limbo with the proposed block redevelopment, a possible move, and the shortfall of county funding for next year, so I would like some direction from the Board on several of these aspects. I have included a copy of the proposed budget timeline.

PROGRAMMING

Children's Services (Erin Isabell, Holly Feuling, Lydia Sigwarth)

April 2- Webinar Enriching early literacy storytimes- Erin Isabell

Infant/Toddler storytime (2 sessions) 31

Preschool storytime (1 session) 18

April 5- Family movie- Frozen 15

April 10- SWTC outreach- 10

April 8- Family movie- Frozen 15

April 17- SWTC outreach- 12

April 18- Egg Dyeing (5 sessions) 43

April 19- Block party 10

April 22- Book club 8

April 28- PECA program 7

April 29- Cub scout visit 10

Adult/Young Adult (Karina Zidon / Nancy Sagehorn)

3/29/2014 Tai Chi: 3 adults, 1 volunteer

4/1/2014 Photos, Files & Folders: 9 adults

4/1/2014 Book a librarian: 2 adults

4/2/2014 Photos, Files & Folders: 8 adults

4/2/2014 Photos, Files & Folders: 8 adults

4/7/2014 Book a librarian: 2 adults

4/9/2014 Internet: Beyond the Basics: 11 adults

4/10/2014 Internet: Beyond the Basics: 11 adults

4/12/2014 Tai Chi: 6 adults, 1 volunteer

4/14/2014 Make it Monday (books): 4 adults, 1 teen

4/15/2014 Email Essentials: 7 adults

4/15/2014 Book a librarian: 1 adult

4/16/2014 Email Essentials: 10 adults

4/22/2014 Microsoft Word – Resumes: 4 adults

4/23/2014 Microsoft Word – Resumes: 8 adults

4/24/2014 Book a librarian: 1 adult

4/29/2014 Introduction to OpenOffice: 6 adults

4/30/2014 Introduction to OpenOffice: 5 adults

Computer class totals (February - April)
27 computer classes
185 adults
3 teens
9 Book-a-librarian sessions

Adult/Outreach Services (Deb Burkholder)

- 9 various places were visited
- There was one-to-one contact with 32 patrons
- 229 items were checked out
- Deb's April Bookclub was attended by 8 members and the book, Weight of Silence, by Dubuque author Heather Gudenkauf was discussed
- 5 people attended the Senior Reading Bookclub.

ILLUSTRATIVE MEETINGS

April 3	Fire Alarm test Larry Bierke
April 7	Jeremy Patnaude
April 8	Shawn Brommer, SCLS Common council
April 9	Transportation Secretary/Forum
April 11	Tyler Tollefson
April 14	Connie Steinhoff
April 16	Queen B Radio to promote Project Pulse fundraiser Jones Scholarship annual meeting (Library Director is an appointee to this group)
April 17	Larry Bierke
April 18	SWLS Troy Hoekstra
April 21	External Services meeting Medical Records presentation Amy Seeboth orientation to Library
April 22	Common Council
April 23	Department Heads
April 24	Belmont visitation
April 25	Dunkin' Donuts to patrons to thank them for their support (14 dozen)
April 28	Carol Ann hood to preview Board agenda
April 29	Catalog committee, SWLS Pioneer Ford with Larry Bierke and Erin Isabell
April 30	Rosemary Anderson, New Board member orientation
May 1	Library visits
May 2	PLAC/NetSW Directors' meeting

Letter of retirement posted separately.

City of Platteville
DEPARTMENT PROGRESS REPORT
(Museum Director)

05/06/14 through 05/19/14

ACCOMPLISHMENT

We will be a Blue Star museum again, Memorial Day through Labor Day.
The program gives free admission to active duty personnel and their immediate families.

The JMA fundraiser letter has brought in over \$2,000 to date for exhibit work and special events.

We have been busy with school tours.

Training of tour guides and train drivers

Research for 2014 exhibit work

Platteville's History in Architecture Exhibit is complete along with the hands on activities that allow children to build and decorate buildings with blocks.

Rebuilt the flower box behind the Rollo Jamison Museum

Platteville Girl Scout Troops organized by Maggie Kleisath planted flowers at the museum.
Daisy Troop 001 and 5027, Brownie Troop 5231 and Junior Troop 5285 and 5337 participated.
Jerry and Helen Biersted donated the flowers.

MAJOR OBJECTIVES FOR THE COMING MONTH

Brochure distribution

Exhibit work in the RJM

Exterior maintenance projects

Work on Mine Train track

Work with the Jamison Museum Association on fundraising for exhibits and special events

PUBLIC INFORMATION ITEMS

The Museums are now open seven days a week through October.

City of Platteville

DEPARTMENT PROGRESS REPORT

Police Department

Week Ending: Saturday, May 17, 2014

ACCOMPLISHMENTS

- Officer Tony Vander Velden has completed his Field Training.
- Our Officers responded to one Crisis Resolution Team (CRT) call out in Iowa County. The incident was quickly resolved before the Team took any action or reached the scene.
- Two search warrants were conducted in the City with several people taken into custody for drug related offenses.
- A hiring process for Entry Level Police Officers was completed and two applicants were named to the eligibility pool.

MAJOR OBJECTIVES FOR THE COMING MONTH.

- Participate in a City-wide tabletop disaster drill.
- Continue work on the Dept. Budget
- Order the new SUV for use as a patrol vehicle.
- Hold two training days for sworn officers.

PUBLIC INFORMATION ITEMS

- Community members are encouraged to sign up for text alerts from the PD via the Nixle system.
- Spring in Wisconsin means the increased potential for severe weather. Take the opportunity to discuss your individual disaster-preparedness with your family and co-workers.

THINGS THAT NEED ATTENTION (City Manager/City Council)

- Permit Parking Area report and recommendations

COMMITTEE REPORT

- A PFC meeting was held on May 6, 2014 at the Platteville Police Department. The meeting minutes from the April meeting were approved at the May 6, 2014 meeting and they have been posted on the website. Per past practice, no June, July or August PFC meetings have been scheduled and the PFC will meet as needed during the summer.

AMBULANCE CALLS	APR 2014	APR 2013	APR 2012
AMBULANCE CALL	59	80	67
AMBULANCE TRANSFER DISPATCH	15	14	20
TOTAL AMBULANCE CALLS	74	94	87

CRIMINAL CALLS

AGGRAVATED ASSAULT (HANDS,	2	3	2
AGGRAVATED ASSAULT (KNIFE)	1	0	0
ALL OTHER -CRIMINAL	1	3	5
ANIMAL COMPLAINTS (ALL OTHER)	2	0	3
ANIMAL COMPLAINTS (CATS)	5	2	4
ANIMAL COMPLAINTS (DOGS)	22	16	18
BURGLARY (ATTEMPTS)	2	0	0
BURGLARY (FORCED ENTRY)	3	2	0
BURGLARY (UNLAWFUL ENTRY)	0	1	2
CRIMINAL DAMAGE TO PROPERTY	17	0	0
CURFEW VIOLATIONS	0	1	1
DISORDERLY CONDUCT (ALL	37	30	31
DISORDERLY CONDUCT (FIGHTS)	8	6	10
DISORDERLY CONDUCT (NOISE)	22	27	25
DISORDERLY CONDUCT (PHONE	2	4	6
DRUG POSSESSION	1	1	4
DRUGS -ALL OTHER	8	3	0
FORGERY,COUNTERFEITING	0	0	1
FRAUD	2	5	11
LIQUOR VIOLATION	17	10	19
LOITERING	0	1	0
MOTOR VEHICLE THEFT	1	1	2
OFFENSES AGAINST FAMILY,	4	2	1
SEX OFFENDER REGISTRATION	0	1	0
SEX OFFENSES (EXCEPT RAPE)	1	0	0
SEXUAL ASSAULT	2	1	2
SUICIDES (ATTEMPTED)	0	1	0
SUICIDES (THREATS)	1	4	4
SUSPICION	40	53	57
THEFT (ALL OTHER)	9	13	11
THEFT (BICYCLE)	0	0	3
THEFT (FROM A BUILDING)	1	1	1
THEFT (FROM VEHICLE)	0	3	4
THEFT (SHOPLIFTING)	5	4	4
TRUANCY	1	0	0
WARRANT PICK UPS	3	4	9
TOTAL CRIMINAL CALLS	220	203	240

FIRE CALLS

FIRE CALL DISPATCH -CITY	15	8	6
FIRE CALL DISPATCH -OUT OF	2	0	1
FIRE CALL DISPATCH -RURAL	6	2	6
FIRE CALL -FALSE ALARM	0	0	1
TOTAL FIRE CALLS	23	10	14

PARKING CALLS

ALTERNATE SIDE PARKING	1	5	0
HANDICAPPED PARKING	1	0	6
MISCELLANEOUS PARKING	34	29	42
OVERTIME PARKING	2	0	0
PARKING 2AM-6AM	12	0	8
TOTAL PARKING CALLS	50	34	56

SERVICE CALLS

ALARM	11	9	6
ALARM TEST	0	1	1
ALL OTHER -SERVICE	98	84	100
ATTEMPT TO LOCATE	7	0	1
CIVIL ASSIST -CODE VIOLATIONS	10	5	4
CIVIL ASSIST -OTHER	22	23	37
CIVIL ASSIST -OTHER CITY	34	30	27
CIVIL ASSIST -PAPER SERVICE	9	8	7
CIVIL ASSIST -PROBATION &	1	0	0
CIVIL ASSIST -SOCIAL SERVICES	0	1	1
COMMUNITY POLICING	43	43	41
COMMUNITY POLICING SCHOOLS	15	12	3
DEFERRED PROSECUTION	1	0	0
E911 HANG-UP / Mis Dial	15	7	10
FALSE ALARM	7	1	1
FOOT PATROL	21	20	16
FOUND ARTICLE	10	16	17
LAW ENFORCEMENT ASSIST	28	27	30
LOCKED VEHICLE/RESIDENCE	49	49	40
LOST ARTICLE	8	2	7
MOTORIST ASSIST	6	3	4
OPEN DOOR	12	3	6
POLICE ESCORT	4	5	6
RIDE ALONG	17	19	20
SALVATION ARMY REQUEST	1	4	1
SECURITY CHECKS	62	39	69
SPECIAL PATROL	8	10	6
SQUAD/EQUIPMENT MAINTENANCE	0	60	60
TAVERN CHECKS	16	3	3
TRAFFIC DIRECTION	26	22	42
WARRANT ENTRY	8	0	0
TOTAL SERVICE CALLS	549	506	566

TRAFFIC CALLS

ALL OTHER -TRAFFIC	131	83	50
EQUIPMENT WARNING	80	68	77
FATAL ACCIDENT -NO CITATION	0	0	1
MOVING WARNING	93	50	35
NON-HAZARDOUS VIOLATION -NO	4	38	9
OMVI -NO ACCIDENT	5	4	4
OTHER HAZARDOUS VIOLATION -NO	6	12	4
PDO ACCIDENT -NO CITATIONS	13	18	29
PDO ACCIDENT -NON-HAZARDOUS	0	0	1
PDO ACCIDENT -OTHER HAZARDOUS	3	0	3
PI ACCIDENT -NO CITATIONS	2	2	1
PI ACCIDENT -NON-HAZARDOUS	0	1	0
PI ACCIDENT -OTHER HAZARDOUS	1	0	0
RADAR/LIDAR OPERATION	34	15	23
TRAFFIC COMPLAINT	13	11	13
TOTAL TRAFFIC CALLS	385	302	250
TOTAL POLICE CALLS	1301	1149	1213

City of Platteville

DEPARTMENT PROGRESS REPORT

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

Period Ending: May 20, 2014

ACCOMPLISHMENTS

- Broadway Project is ongoing
- Working on GIS project.
- Attended webinar on May 8 for 2015 aerial photo project.
- Attended Energy meeting in Tomah on May 15.
- Attended Main Street Sustainability bike rack ceremony on May 16.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Continue Broadway project
- Continue work on GIS project
- Complete designs on other 2014 projects
- Install VFD at the Pool and prepare for joint repairs in the fall.

PUBLIC INFORMATION ITEMS

- GIS Demonstration to Council on June 10.
- Broadway project is ongoing. Phase 2 to begin June 16 with closure of Madison Street intersection and work between Stevens & Boldt Streets.
- Firefighter Memorial work has started in City Park.

THINGS THAT NEED ATTENTION (City Manager/City Council)

- Compliance Maintenance Annual Report (CMAR) Resolution for the Wastewater Plant must be approved by June 30.

COMMITTEE REPORT

- **Community Safe Routes Committee (CRSC):** The last meeting was on May 19, 2014. The next meeting will be June 16, 2014.
- **Park, Forestry & Recreation Committee (PFR):** The last meeting was on May 19, 2014. Next meeting will be on June 16 2014.
- **Water & Sewer Commission:** See minutes.

Project Update

05/20/2014

Pool Boiler: Work is complete. We are holding retainage until boiler startup in late May/early June.

Pool Joint Repair & VFD Pumps: This project will repair the construction/expansion joints in the pool bottom and replace pumps with Variable Frequency Drive (VFD) pumps to save energy. We received a grant (written by Luke Peters) to install the energy saving pumps. The VFD for the pumps will be installed while the pool is open. The BECS controller will also be installed. The joint repairs will take place in the fall.

Broadway: 2013 work is complete. We are holding a small amount to ensure the grass grows in the spring. Bids were opened on February 18, 2014 and awarded on March 11, 2014. The Contract will be to reconstruct the street using concrete, do Alternate A - Grant Street and Alternate D - Pedestrian/Bike path in Mound View Park. We held a Public Information Meeting on March 31. The contractor has been working diligently on this and has completed water & sanitary sewer mains in Phase 1 from Boldt Street to just short of Madison Street. This includes switching over all houses to the new lines in these areas. The crew worked on the street while waiting for storm sewer pipes. Once the pipes and manholes are in, they will begin work on this. Despite the weather, the work is proceeding and we are on schedule.

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. There was a bank failure near Melby Funeral Home. We stabilized the bank and extended the culvert. The DOT will be coming back the week of **May 27** - weather permitting - to begin landscaping work.

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. We purchased the land for the storm water pond expansion and submitted a grant request to EDA. The grant was approved as explained by Ed White. Staff has an RFP out for Engineering work in accordance with EDA guidelines.

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.

Wal-Mart Bike Path: 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.

PCA Trail Paving & Lighting: The Common Council approved the total pledge of \$200,000 (\$50,000 from a previous pledge) and the City will sponsor a grant request by the PCA to submit to the DNR for \$600,000 of the approximately \$1.2 million project cost. The project would pave and install lighting on the PCA trail from the Chestnut Street bridge out to the end of the Platteville - Belmont Trail behind Menards. This project - if awarded - would take place in 2015.

Platteville - Belmont Trail: This would finish the non-motorized trail between Platteville & Belmont. Lafayette County is the agent for this. It is proceeding. This year is dedicated to final design, environmental reviews and land purchases/swaps. Construction in 2015. No lighting. Angie Wright is working on a supplemental grant request to complete funding for the project. Angie said that the grant request has gone through 2 stages of reviews and is still in the running for approval.

City of Platteville

DEPARTMENT PROGRESS REPORT

**Luke Peters
Recreation Coordinator**

Week Ending: May 20, 2014

ACCOMPLISHMENTS

- Presented pool repair contract to the Council
- Received Playful City USA recognition from Kaboom!
- Received approval to proceed with pool repair and VFD contracts
- Met with the Pool Manager to review upcoming pool schedule
- Conference call with case worker to discuss employment of a special needs student
- Attended and spoke at the 2nd Annual Bike Festival
- Conducted an orientation for all Attendants and Lifeguards
- Conducted a recertification course in First Aid / CPR / AED for all Lifeguards
- Finished Dance: Ballet & Beyond
- I have asked our Dance Instructor to assist with the writing of lesson plans
- Finished Introduction to Sports
- Attended the Recreation, Library and Senior Center meeting
- Attended the Safe Routes to School Committee meeting
- Attended the Parks, Forestry, and Recreation Committee meeting
- Started working on teams and schedules for upcoming summer season
- Since the last Progress Report we have collected \$7,433.00 in registration fees

MAJOR OBJECTIVES FOR THE COMING MONTH

- Present new alcohol policy to Licensing Committee and Common Council
- Present the proposed Knoll Wood Single Track Trail to the Common Council
- Hold Women's Sand Volleyball captain's meeting
- Hold Coed Sand Volleyball captain's meeting
- Finalize Youth Soccer coach's manual
- Hold Youth Soccer coach's meeting
- Hold Coed Softball Coach's meeting

PUBLIC INFORMATION ITEMS

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMITTEE REPORTS

- **Community Safe Routes Committee (CSRC):** Please see the Director of Public Works Progress Report for a Committee Report. Next meeting will be on Monday, June 16, 2014 at 6:00 p.m. in the GAR Room of City Hall.
- **Parks, Forestry & Recreation Committee:** Howard Crofoot provided the Committee with a brief update and overview of the Moving Platteville Outdoors project. He noted

that the DNR grant had been submitted. Marcia Cordts from the Platteville Community Arboretum presented a proposal to expand the existing Dog Park with an additional 90' x 39' enclosure. The additional enclosure would provide a second enclosure for small dogs or dogs in training. Funding has been secured. Melissa Gormley made a motion to approve the enclosure, seconded by Jason Zeitler. Motion carried. Included in the Committee packet were answers to Ken Kilian's questions related to Urban Forestry. In addition to those written answers Howard Crofoot noted that the City had recently received a donation of ten sapling oak trees. Hap Daus noted that there was a partially cut tree that might be a safety hazard in Knoll Wood Park and question the planting of six trees along Rountree Avenue. Luke Peters provided the Committee an update on his work on the Intoxicants regulations. Instead of drafting additional proposals Luke noted that he would instead work with the License Committee and Common Council to discuss what they would like included in the ordinance. Following a brief review of the proposed single Track Trail by Joe Nolan, the committee heard a history of Knoll Wood Park / Greenspace by Luke Peters. Luke stated that the park was "dedicated to the City for park and drainage". The Committee then listed to citizen comments against, in favor, and in general regarding the proposed trail. Following discussion Jason Zeitler, made a motion to recommend the construction of the proposed single track trail in Knoll Wood Park / Greenspace, seconded by Melissa Gormley. Amy Seeboth made a motion to amend the original motion, adding a 10' minimum setback from existing lot lines, seconded by Hap Daus. Amendment carried. The Committee then voted to recommend the construction of the proposed single track trail in Knoll Wood Park / Greenspace with a 10' minimum setback from existing lot lines. Motioned carried. Next meeting will be on Monday, June 16, 2014 at 7:00 p.m. in the GAR Room of City Hall.

City of Platteville
DEPARTMENT PROGRESS REPORT
Senior Center

Week Ending: May 17, 2014

ACCOMPLISHMENTS

- Cooking for Two – Cindy Busch, UW-Extension Nutrition Educator
- Stepping On 4/29, 5/6
- Reading Club 5/7
- Senior Bingo 5/7
- Card Bingo 5/13
- Meetings: Senior Citizens Association 5/9, Common Council 5/13, Department Head 5/14, Commission on Aging 5/16
- Policies completed: Accident/Illness, Transportation, Mini Bus Usage by Other Organizations, Technology Usage, Inclement Weather, Exercise Equipment Usage, Donations, and Trips
- Ubersox Auto Group donated a van to the Senior Center 5/5
- Regular Activities: Music w/Vera 4/16, 4/23, 4/30, Exercise Classes, Bridge/Smear, Euchre, 500/Solo, Cribbage, Sheepshead, What's in the Bag?, Mystery Person

MAJOR OBJECTIVES FOR THE COMING MONTH

- SC Policy Development – ongoing
- Bus Issues
- Recognition of Ubersox Donation

PUBLIC INFORMATION ITEMS

- Thank you to Ubersox Auto Group for donating a van to the Senior Center! This van will mainly serve Platteville Seniors by delivering meals.

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 Tuesday, June 24, 2014 at the Platteville Senior Center @ 9am. Approved meeting minutes are available at www.platteville.org/commissiononaging .

**City of Platteville
STAFF REPORT AND FISCAL NOTE**

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Update	
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Title: Easement Vacation – Cedar Hill Condominiums

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The Cedar Hill Condominium/Twin Pines Apartment development is located on 7.48 acres at 1070 W. Main Street. The development includes 3 single-family lots, a lot that will contain 16 single-family condominiums, and a 48-unit apartment building.

There is an existing sanitary sewer main and easement on this property that was in existence prior to this development. The easement was identified on the final plat for the development, which was approved by the City. The developer of this project will soon begin work on the second phase of the condominium project. The location of the existing easement is not ideal for accommodating some of the condominium units. In addition, the existing sewer main is in poor condition, and the City will need to replace the main in a few years. Due to the infrastructure being installed to serve the new development, it is possible to remove and rebuild the sewer main in a location that would better accommodate the development and that would require the installation of a shorter length of sewer main than is present now. The developer is willing to provide a new easement to accommodate the relocated main. Relocating the main and easement would require the relocation of a sewer lateral for the property at 1155 Perry Drive. The developer will provide an easement to accommodate this lateral. The location of this and any other new easements that are needed for the relocated main will be provided when the final design and engineering is completed.

The developer would like the City to abandon the easement for the existing sanitary sewer from the bend of Perry Drive east to the Northwest Interceptor. This will give him more room to align his condos. The proposed line to be vacated is shown in red. **The Sanitary Sewer line to be installed by the Developer is in solid brown. The dashed brown line is the proposed sanitary sewer line to replace the line in red. I have also shown the water main lines in Blue and the Storm sewer/drainage swale in green.**

Staff has investigated the line in question and has determined that it is an old, undersized (6") line in poor condition. If we keep the easement, the line will need to be replaced in the next 4 – 5 years in conjunction with Perry Drive. If there are condo buildings constructed, it will make the replacement of the line much more difficult and costly.

If we were to replace the functionality of the existing line, we would relocate it along the proposed paved emergency access from the bend in Perry Drive to the internal street, then down the internal street to connect to his existing sewer line. The house at 1155 Perry Drive connects to the existing line. **The developer proposes that the relocated sanitary sewer lateral for 1155 Perry be routed to the west of building 6 (360 Waite Lane) and connect with the dashed brown line.** The Utility would be responsible for the cost of the new line and one manhole, plus the cost to relocate the lateral for 1155 Perry. The estimate for this cost is \$20,000 or less. If we were to replace the line on the existing easement in a few years, the cost would be at least \$25,000. The Utility would save at least \$5,000 by doing it now and it would be done with no disruption to condo owners.

The Plan Commission and the Common Council must decide whether to vacate the easement. When it went to the Plan Commission, Staff gave a grossly inaccurate estimate for the costs, but still tried to show that the Utility would save money by doing it now. The Plan Commission voted to recommend vacating the easement and recommend that the Developer pays for **at least half** of the cost of the sanitary sewer lateral for 1155 Perry Drive. **The Water & Sewer Commission approved a recommendation to go along with the Plan Commission recommendation and gave Staff direction to fund the cost from the Utility Fund Balance.** It is up to the Common Council to approve vacating the current easement.

The revised estimate would be that it will cost no more than \$5,000 of the \$20,000 to relocate the lateral for 1155 Perry Drive.

The developer will be required to provide an easement to the Utility for the relocated line.

Staff was directed to determine a "value" for the line to be vacated. Using the appraisal value for land for the Water Street project in 2011, plus 10% for adjusted value from 2011 to 2014, the range of values are \$2.20/SF residential to \$16.50/SF commercial. The DOT pays 10% of the full value of the land for an easement to allow for the owner's limited use of the land, so the range is \$0.22/SF to \$1.65/SF for easement lands. Using a value of 3,100 SF for the easement, the "value" ranges from \$682.00 to \$5,115.00. The upper end value is approximately the amount saved by doing the project now instead of replacement on the easement in the future.

Recommendation:

The Plan Commission considered the request at their May 5th meeting and recommended approval with the condition that the developer share in the cost of redirecting the sewer lateral for the property at 1155 Perry Drive.

The Water & Sewer Commission considered the request at their May 12th meeting and recommended approval of the request to vacate the easement subject to the developer paying at least half the cost of reconnecting the lateral for the property at 1155 Perry Drive.

Staff recommends the Common Council approve vacating the easement, with the Developer paying at least half the cost to relocated the lateral for 1155 Perry Drive and provide a copy of the recorded easement between the Developer and the owner of 1155 Perry Drive.

Impact Of Adopting Proposal:

The impact of adopting the proposal will allow the sewer main to be vacated. It will allow the City to relocate and upgrade existing poor, aging infrastructure while construction is ongoing by the developer. It will save the Utility at least \$5,000 and allow the Developer flexibility in location of his condos.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures (Water & Sewer only - approved)
- Increases revenues
- Increases/decreases fund balance - _____ Fund

Budget Effect:

- Expenditure authorized in budget **No change to City Budget**
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

This would have been done in 4 – 5 years with the Perry Drive reconstruction project.

Expenditure/Revenue Changes:

Budget Amendment No. 1				No Budget Amendment Required _____				
Account Number				Account Name	Budget Prior to Change	Decrease	Increase	Amended Budget
Fund	CC	Account	Object					

Prepared By:

Department: Public Works/Community Planning & Dev.

Prepared By: Howard B. Crofoot, P.E./Joe Carroll

Date: May 20, 2014

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between CITY OF PLATTEVILLE, WISCONSIN,

("Grantor," whether one or more), and B&K DEVELOPMENT, LLC,

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Grant

County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

All of Grantor's right, title and interest in and to an Existing 10' Sanitary Sewer Easement shown on the Plat of Cedar Hill Subdivision recorded January 16, 2012 in Cabinet C of Plats on pages 28 - 28a, as Document No. 742379, City of Platteville, Grant County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of Outlot 1 of the Plat of Cedar Hill Subdivision;
Thence southwesterly along a curve to the right along the east/south right-of-way line of Perry Drive with a radius of 82.00 feet and a chord which bears S 10 degrees, 53 minutes, 41 seconds W 30.52 feet to Lot 4 of said Subdivision Plat;
Thence southwesterly along a curve to the right along the east/south right-of-way line of Perry Drive with a radius of 82.00 feet and a chord which bears S 43 degrees 20 minutes 41 seconds W 27.09 feet to the Point of Beginning.
Said easement is 10 feet wide, 5 feet on either side of a line from the Point of Beginning; Thence S 86 degrees 31 minutes, 29 seconds E 308.30 feet to the end of the easement.

Recording Area

Name and Return Address

271-02944-0050(pt)

Parcel Identification Number (PIN)

This **is not** homestead property.
(is) (is not)

Dated May, 2014.

CITY OF PLATTEVILLE,

_____(SEAL) _____(SEAL)

* _____ * By: Larry Bierke, City Manager

_____(SEAL) _____(SEAL)

* _____ * By: Jan Martin, City Clerk

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
GRANT COUNTY)

Personally came before me on May, 2014,
the above-named Larry Bierke and Jan Martin,

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

THIS INSTRUMENT DRAFTED BY:

Brian C. McGraw, Attorney at Law
106 N. Wisconsin Ave., P.O. Box 619, Muscodia, WI 53573

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

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FORM NO. 3-2003

*Type name below signatures.

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PLAN COMMISSION
Monday, May 5, 2014

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

ROLL CALL:

Present: Wendy Brooke, Robin Cline, Mike Denn, Scott MacDowell, Gary Munson, Tom Nall, Eileen Nickels, and John Miller. Excused: James Winters.

Nickels welcomed Wendy Brooke and Scott MacDowell to the Plan Commission.

APPROVE MINUTES: April 7, 2014 Regular Meeting

Motion by Miller, second by Nall to approve the April 7, 2014 minutes as presented. Motion carried 7-0 on a roll call vote.

MOTION:

- A. **Beekeeping Permit – 465 Kase Street (PC14-MI01-04)** – Consider a request for a beekeeping permit to allow two hives at 465 Kase Street. Community Planning & Development Director Joe Carroll explained that the applicant applied for a beekeeping permit to maintain two bee hives in the year yard of his single family residence. Since written objection to the request was submitted to the City, per ordinance the Plan Commission is required to approve the permit. The proposed placement of the hives is in compliance with the requirements of the ordinance and Staff recommends approval. Applicant Luke Dreckman stated that he read over the objections to his application and provided an oral and written response to the objections (decreased property values, increased bee population, swarms, increased chance of getting stung, and attracted to water) and provided a background of himself and why he wanted to be a beekeeper. Public statements against included David Meister of Darlington who owns 415 & 405 Kase Street, Carl Nodolf of 410 Kase Street, and Aaron Brecker of 915 Moundview Ct. Registered against was Carolyn Nodolf of 410 Kase Street. Public statements in general included Lorie Leibfried of 500 Kase Street who was still undecided about the bees, but concerned that chickens and rabbits were coming next. Plan Commission discussion. Munson shared that he had experience with keeping bees and didn't believe it was going to be a problem – stated that unless you were in the yard you wouldn't even know they were there. Other discussion included the ordinance itself, inspection procedures, flyaway barrier, and to contact the city if there were problems down the road so they could follow up. Motion by Denn, second by Miller to recommend approval of the beekeeping permit to allow up to 2 hives on the property at 465 Kase Street as proposed. Motion carried 7-0 on a roll call vote.

Munson pointed out that a change may be needed to the beekeeping ordinance language in Section 6.10 (d)(3) Flyway Barrier with the description of fence – concerned that as written it could allow for a chain link fence. Staff will look at this.

- B. **Zoning Code Amendment – Limited Occupancy Residential Overlay District (PC14-CA01-03)** – Consider approval of an amendment to Section 22.0514 of the zoning ordinance to allow the creation of a limited occupancy overlay district in the residential historic districts. Also discuss potential changes to the definition of “family” and the voting requirements for the creation of a limited occupancy district. Community Planning & Development Director Joe Carroll provided a background and intent of the limited occupancy overlay district and reviewed

that the Plan Commission considered the request to amend the ordinance to allow residents in the historic districts the option to petition for a limited occupancy overlay district and recommended denial at the last meeting. The Council then discussed the proposal at their April 8 meeting and voted to table and send it back to the Plan Commission for more discussion. Staff prepared a new proposal that would 1) allow the overlay district to be included in the residential historic district; 2) modified the definition of “family” to provide the same benefits to individuals in a domestic partnership that are provided to a married couple (as related to occupancy restrictions); 3) modified the definition of “family” in the underlying zoning ordinance to include the same basic definition – the difference between the two definitions will be regarding the number of unrelated individuals and roomers/boarders that are allowed to live in the unit; and 4) several changes proposed that would eliminate the ability for a petition creating an overlay district to include properties in which the owner of the property doesn’t sign the petition. No public statements in favor, against, or in general. Motion by Cline, second by Brooke to adopt the modified definition of “family” as proposed. Motion carried 6-1 with Denn voting against. Motion by Denn, second by Nall to allow the overlay district to be included in the residential historic district and to eliminate the ability for a petition creating an overlay district to include properties in which the owner of the property doesn’t sign the petition as proposed. Motion carried 4-3 on a roll call vote with Miller, Cline, Brooke voting against.

- C. **Utility Easement Termination/Relocation – 1070 W Main Street (PC14-MI02-05)** – Consider a request to terminate an existing utility easement and approve a new utility easement for the Cedar Hill Condominium/Twin Pines Apartment development. Community Planning & Development Director Joe Carroll explained that there is an existing sanitary sewer main and easement on this property that was in existence prior to the Cedar Hill development. The easement was identified on the final plat for the development which was approved by the City. The developer will soon begin work on the second phase of the condo project. The location of the existing easement is not ideal for accommodating some of the condo units and there’s an issue with stormwater drainage from the Westhill subdivision. The existing sewer main is also in poor condition and the City had plans to replace the main in the future (2018 or 2019). Due to the infrastructure being installed to serve the development, it is possible to remove and rebuild the sewer main in a location that would better accommodate the development, still serve the existing users, and be less expensive for the City in the long run by replacing the sewer main during development rather than after development. Public Works Director Howard Crofoot provided a detailed explanation of the proposed tie-ins to the existing sewer mains. Staff recommends approval to vacate the existing 10’ sanitary sewer easement located on the Cedar Hill development. No public statements in favor, against or in general. The Plan Commission didn’t have any issues with vacating the existing sanitary sewer easement, but did have concerns with accommodating and providing incentives for the developer by having the Water & Sewer Dept pay for the proposed sanitary sewer connections and relocation (between property #5 and #6) on the development, especially the connection for property #5. Monies were not budgeted for this expense now. Crofoot explained that working with the developer now rather than later would save the cost for an additional 100’ of pipe. He also agreed with the Plan Commission that they could put a condition that the developer pays for vacating this easement. Estimated the cost of relocating the easement for the one property – less than \$10,000, with the total cost less than \$60,000 coming out of Water & Sewer charges. It was clarified that the Council would need to approve the vacating of the existing easement. The Water & Sewer Commission will discuss this at their next meeting and would need to approve the costs involved. The City would then abandon the underground line in place, cap the ends, and have no further rights to the land. Motion by Cline, second by Denn to recommend vacating the existing sanitary sewer easement located on the Cedar Hill development as presented and to recommend the Water & Sewer

Commission ask for 50-100% of the cost for the homeowner's new line from the north property to connect. Motion carried 5-2 on a roll call vote with Miller and MacDowell voting against.

ADJOURNMENT:

Motion by Miller, second by Denn to adjourn. Motion carried 7-0 on a roll call vote. The meeting was adjourned at 8:41 PM.

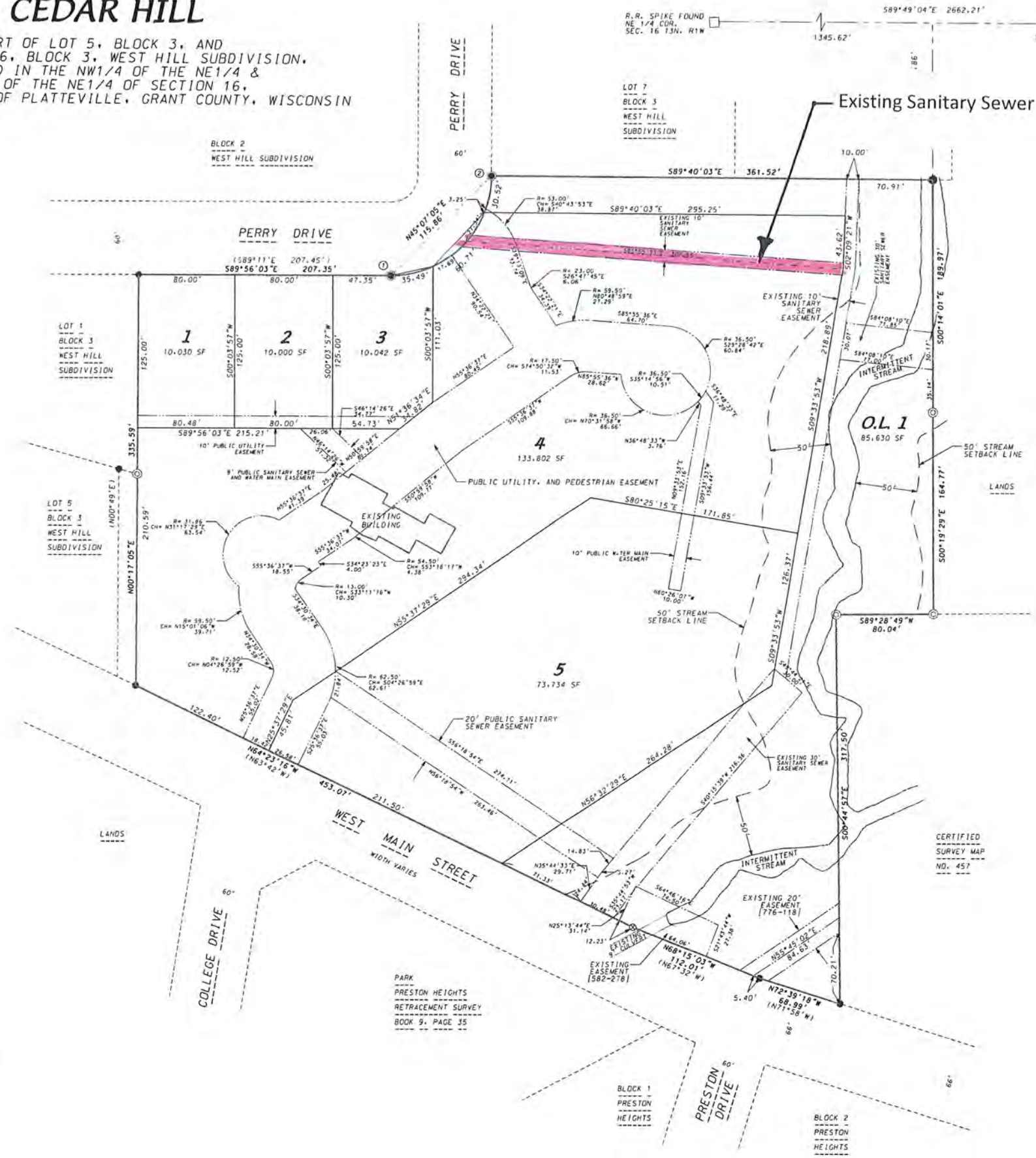
Respectfully submitted,

Jan Martin, City Clerk

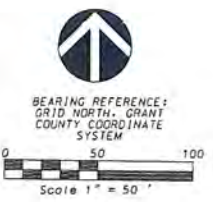
DRAFT

CEDAR HILL

PART OF LOT 5, BLOCK 3, AND
PART OF LOT 6, BLOCK 3, WEST HILL SUBDIVISION,
LOCATED IN THE NW1/4 OF THE NE1/4 &
NE1/4 OF THE NE1/4 OF SECTION 16,
T1N, R3W, CITY OF PLATTEVILLE, GRANT COUNTY, WISCONSIN



- LEGEND & NOTES**
- ⊗ FOUND DRILL HOLE IN SIDEWALK
 - PLACED 1-1/4" X 18" IRON REBAR (WT= 4.30 LBS/LF)
 - FOUND 3/4" IRON REBAR
 - ⊙ FOUND 2" IRON PIPE
 - ⊕ FOUND 1" IRON PIPE
- ALL OTHER LOT AND OUTLOT CORNERS MARKED WITH 3/4" X 18" IRON REBAR (WT= 1.50 LBS/LF)
1. OUTLOT 1 NOT TO BE USED FOR THE CONSTRUCTION OF HABITABLE BUILDINGS.
 2. PUBLIC UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE BODIES HAVING THE RIGHT TO SERVE THE AREA.
 3. OUTLOT 1 IS NOT TO BE USED FOR THE CONSTRUCTION OF HABITABLE BUILDINGS.



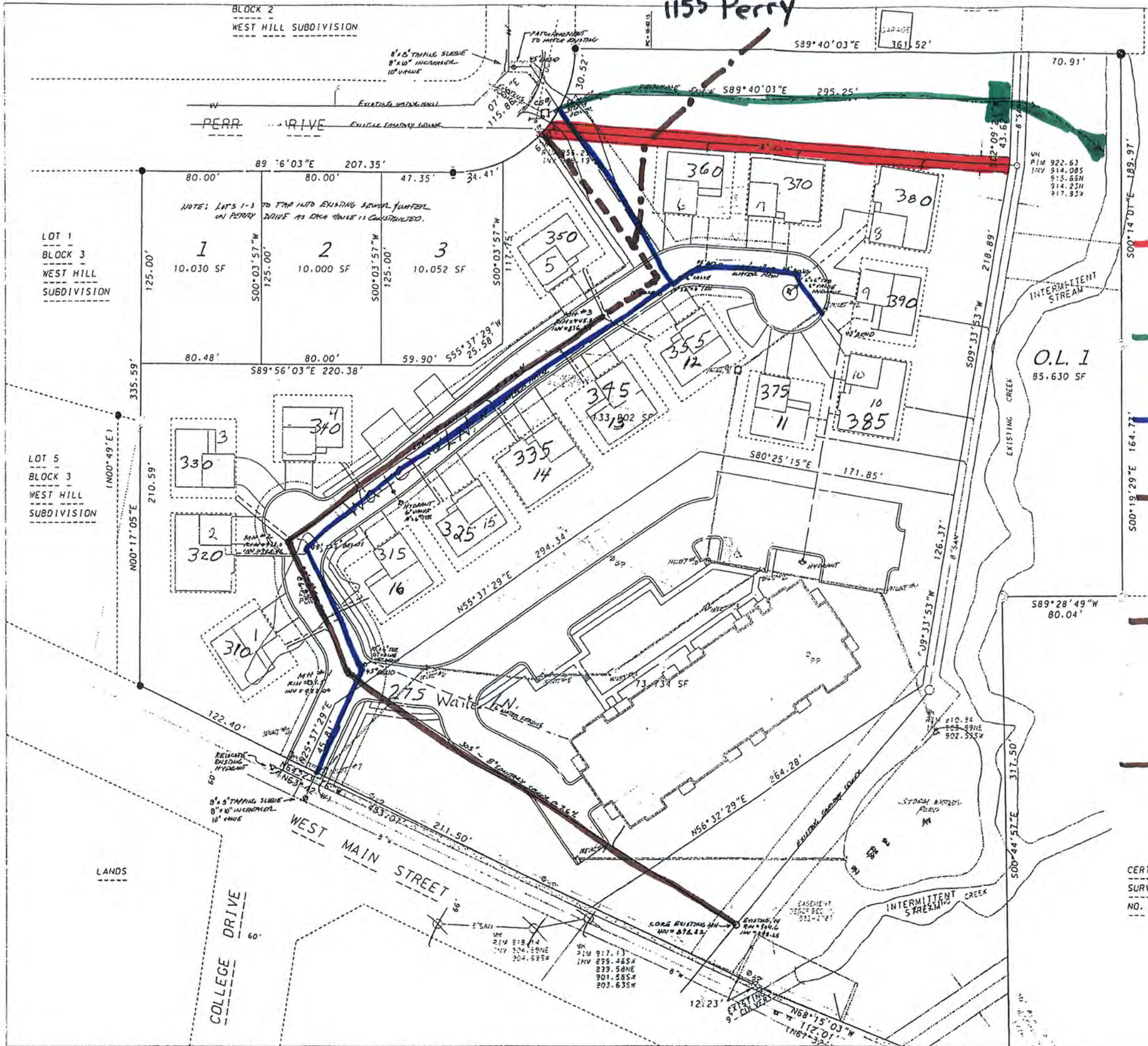
There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 2009

Department of Administration



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 1128 Vermont St., Madison, WI 53715
 Phone: 608.251.7310 • Fax: 608.333.1584
 FOR OFFICIAL RECORDATION FILE NO. 10-05-105
 FN: 10-05-105

Notes

- Proposed Easement to be Vacated. Approx 3100 SF
- Proposed Stormwater/Drainage Easement. Approx 7000 SF
- Proposed Public Water Main
- Proposed Public Sanitary Sewer installed by Developer
- Proposed Public Sanitary Sewer paid by W&S to replace easement
- Proposed Private Sanitary Sewer Lateral for 1155 Perry

Revisions
 April 22, 2011 - Design Review Submittal

Project Title
 CEDAR HILL DEVELOPMENT
 PLATTEVILLE, WISCONSIN

Drawing Title
 Utility Plan
 Project No. 0624
 Drawing No. C-2.2

CERTIFIED SURVEY MAP NO. 457



**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

___ Original ___X___ Update

Title:
Report on Residential Permit Parking

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

City Staff has continued to evaluate the City's Permit Parking Ordinance based on input from citizens and our assessment of compliance, enforcement efforts and the needs of residents who live in, visit and do business in the permit parking area. Based on this assessment, I believe the following changes should be considered by the Common Council.

1. Change Markee Ave. and Southwest Rd. (from Markee to the western City limits) to No Overnight Parking (3 am to 6 am). City Permits currently do allow overnight parking in a portion of this area but since there are no residences adjacent to these streets they would be better served by a simple restriction on overnight parking. (This change was suggested by City Staff after reviewing the parking ticket reviews and noting the reasons why people were claiming that they inadvertently violated the parking ordinance.)
2. Change the entire Permit Parking Area to No Parking (3 am to 6 am) Except with a City Permit. In addition the following provisions would apply: Limited excused parking would be granted, Winter Parking Regulations would still be in effect, and a 48 hr parking maximum would still apply and be enforced. (This change is the result of conversations with residents who live in or own property in the Permit Parking Area. It also mimics to some extent current parking restrictions in Stevens Point and Rib Mountain.)
3. Streets in the Permit Parking Area which currently only allow parking on one side of the street would continue to only allow parking on one side of the street.
4. Reduce the citation amount in the Permit Parking area from \$50 to \$20. 2nd and subsequent violations of this ordinance will not require that vehicles be towed and impounded. (This suggestion was prompted by conclusions drawn from the Parking Ticket Reviews-many of them appear to be filed solely due to the citation amount and its accompanying financial impact and many of the reviews include language condemning Platteville for gouging inadvertent violators and they also cite the "bad taste" the citation and fine left them with regarding their visit to Platteville.)
5. I have learned that the Campus PD intends to increase their parking citations from \$20 to \$25 and they also intend to increase the fine amounts for parking in handicapped stalls and adjacent to fire hydrants from \$50 to \$100. This is being done in part to defray costs associated with their automated parking ticket software and equipment. I would not be opposed to setting the parking ticket fine amount at \$25 for City Permit Parking violations (a reduction from \$50 to \$25) but I do not currently see the need to increase the City fine amounts for handicapped or fire hydrant violations.
6. Currently the process of detecting 2nd and subsequent offenses for violations of the Permit Parking ordinance is difficult. We maintain a list of previous violations but we do not have a way to access this record in real time by Officers or CSO's who are out on the street issuing citations. Our Officers and CSO's carry a hard copy of the list of previous violations but reviewing this for each citation they issue in the Permit Parking Area is time consuming and the list of prior violations always lags behind real time due to the fact that it has to periodically be updated back at the Police Department and then printed out for Officers and CSO's. This complicates the process of detecting 2nd and subsequent violations for the purpose of towing violators.
7. The City Manager would also like the Council to consider making the following change to the Permit Parking Area in the event that the Council does not elect to make any other changes to this area as a whole: Change Gridley Ave (currently Permit Parking or 2 hr parking- 6 am to 6 pm, Mon.-Fri.) to Permit Parking or 2 or potentially 4 hr parking- 6 am to 6 pm. This would allow 2 or possibly 4 hr parking seven days a week in this area and facilitate parking at a business which has clients on Saturdays.

Recommendation: Adjust the Permit Parking Ordinance as suggested in the Staff Report. I believe the changes in the Permit Parking Ordinance and to Markee Ave. and Southwest Rd. would accommodate residents who live in and visit these areas and still accomplish the goal of preventing non-residents from "garaging" their vehicles on City streets. Ideally the changes will still allow ample parking for events at the UW-Platteville Stadium. It is hoped that a more comprehensive approach to parking in this area will be less confusing to residents and visitors.

Enforcement of the Permit Parking Area ordinance began on September 4, 2012. Since that time 6,970 parking citations have been issued. 1,037 of these were for Permit Parking violations. Permit Parking violations account for approximately 15% of all of our parking violations. 558 Parking Ticket Reviews have been filed with the Police Dept. since 9/4/12. Of these reviews, 40% dealt with citations issued for Permit Parking violations. Approximately 21% of the Permit Parking

citations we issue result in Parking Ticket Reviews being filed with the Police Dept. In comparison, only 6% of the other various parking tickets we issue result in Parking Ticket Reviews.

A vast majority of the Parking Ticket Reviews indicate that the citations were issued due to ignorance on the part of the violator of the parking restrictions in the Permit Parking Area or due to a misunderstanding about whether Campus permits allow parking in this area. Another common reason for appealing the Permit Parking citations is that local residents received the tickets due to a failure to call in for excused parking for a guest or they forgot to display their permit.

The current practice of making piecemeal changes to the Permit Parking Area has made the ordinance very difficult to decipher and interpret. Enforcement is complicated by the many different rules that apply throughout the area. I can only imagine how difficult it is to interpret for visitors and new residents.

I believe the practice of towing violators for 2nd and subsequent offenses is overly harsh since it essentially results in a fine of approximately \$200 (fine + tow bill) plus the inconvenience of retrieving your vehicle from the impound lot for a non-safety related parking offense. This will be made abundantly clear when a resident receives a 2nd or subsequent citation within a year and their vehicle is towed by the Police Department.

Impact Of Adopting Proposal:

The fiscal impact of reducing the parking citation amount from \$50 to \$20 per citation will be significant. It is anticipated that the reduction in revenue could amount to approximately \$10,000 annually. I believe we could still achieve the desired compliance with the parking ordinance with the reduced citation amount and without impacting individual violators as significantly. I believe the vast majority of violations of this ordinance currently result from ignorance of the parking ordinance or from the mistaken belief that Campus parking permits entitle people to park in areas where City parking permits are required. As a result the \$50 citation amount does not serve as a deterrent since people are not willfully violating the ordinance. Currently the only parking citations which carry a \$50 penalty are citations for parking in handicapped stalls illegally and citations for blocking access to fire hydrants. Both of these infractions I believe justify a significant forfeiture since they address safety issues. I do not believe that parking citations in the permit parking area need to be a \$50 citation since they are issued essentially for overtime parking or parking without a City permit. Additionally it is hoped that we will see a reduction in the number of appeals filed with the Police Department. Currently a significant amount of time is spent processing appeals of \$50 parking citations based solely on complaints of the large fine amount.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures
- Decreases revenues
- Increases/decreases fund balance - _____ Fund

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

It is projected that a reduction of approximately \$10,000 annually will result from the reduction of the parking fines from \$50 to \$20. A reduction from \$50 to \$25 would mitigate this reduction somewhat.

Expenditure/Revenue Changes:

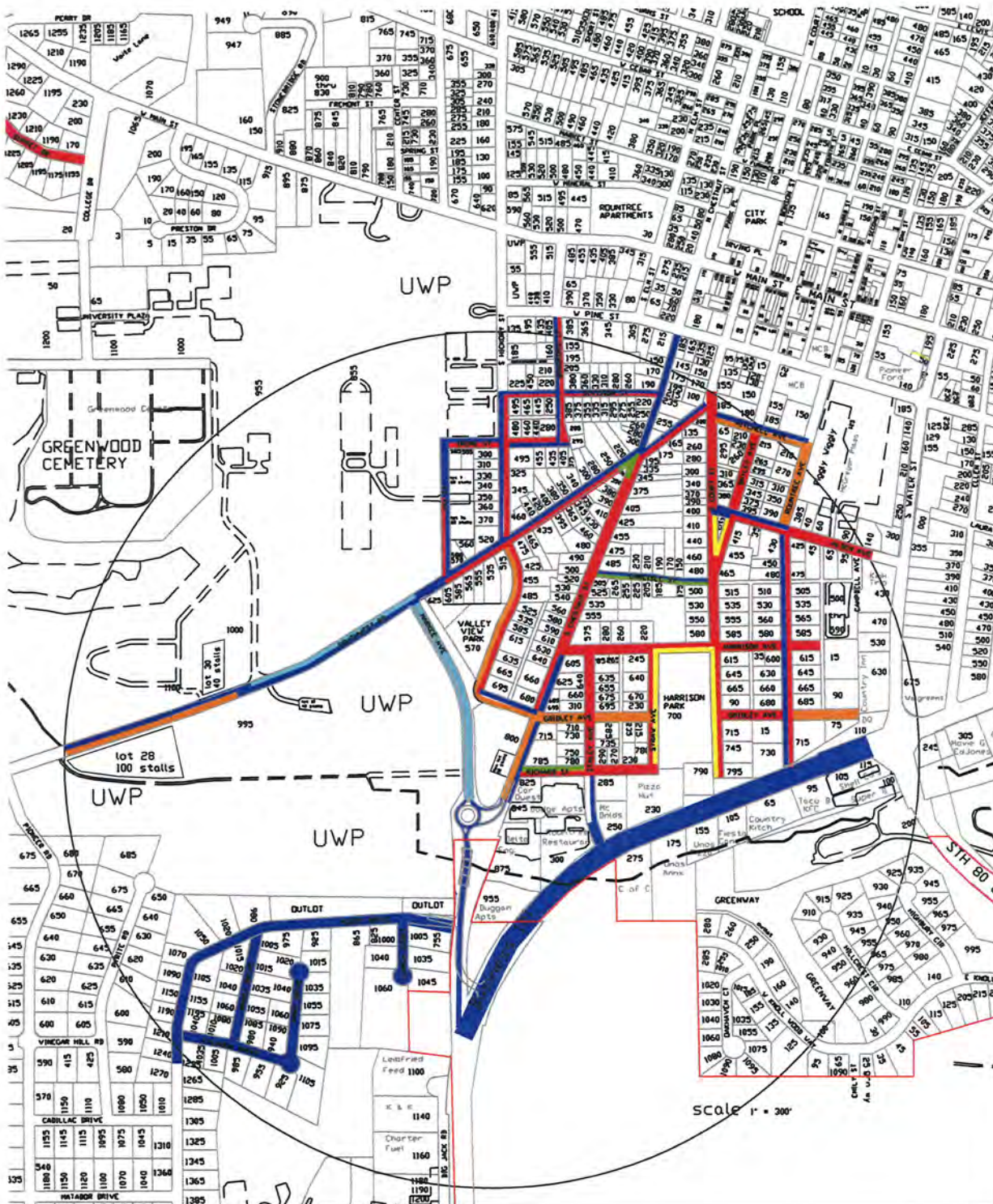
Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: Police Department

Prepared By: Chief Doug McKinley

Date: 5-15-14



PARKING LEGEND

Dark Blue - No Parking

Red - Permit Parking

Green - Permit Parking
(Dr 15 Min. Parking - 6AM to 6PM Mon-Friday)

Orange - Permit Parking
(Dr 2 Hour Parking - 6AM to 6PM Mon-Friday)

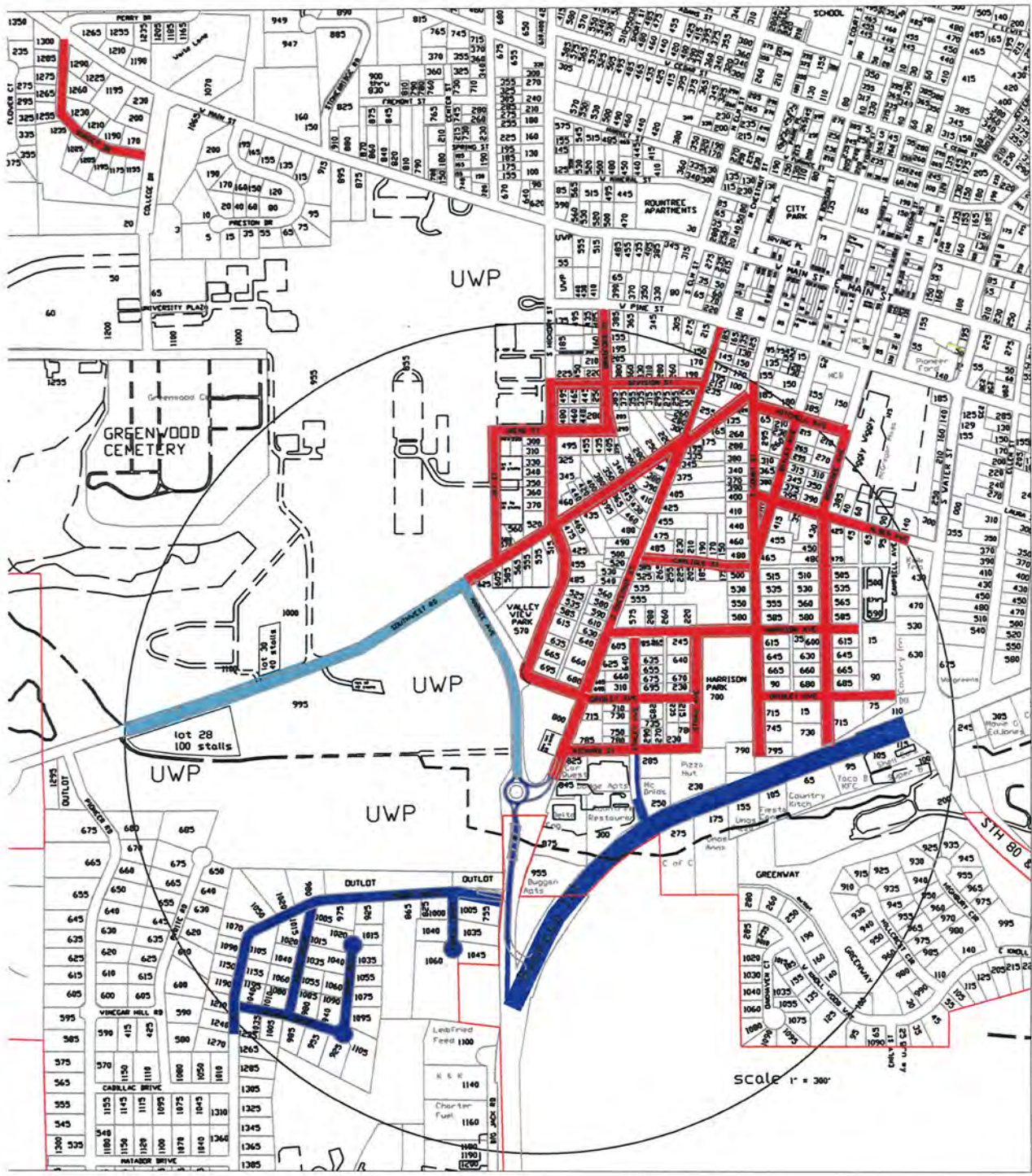
Light Blue - 4 Hour Parking / No Parking 3AM - 6A

Yellow - No Parking 3AM - 6AM

No Color = No Change To
Current Rules

All Parking Areas Listed above are subject to Win

ADOPTED 8-14-2012



PARKING LEGEND

- Light Blue - No Parking 3AM - 6AM
- Red - No Parking 3AM - 6AM Except with city permit
- Blue - No Parking

**City of Platteville
STAFF REPORT AND FISCAL NOTE**

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Update
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Title:
Changes to Chapter 22: Zoning Code – Limited Occupancy Overlay District

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The zoning ordinance currently includes a Limited Occupancy Overlay District, which places restrictions on the number of occupants that are permitted to live in a residential housing unit located within that district. The ordinance reduces the maximum number of unrelated individuals that can live in a dwelling unit from 4 to 2. There is no limit on the number of related individuals that can live in a dwelling unit, but the ordinance clarifies the definition of “family”. This ordinance is intended to reduce the negative impacts that often come with rental properties, particularly near UWP. The other existing underlying zoning requirements remain the same. The ordinance includes a process that allows individuals or neighborhoods to petition for the creation of an RLO District in their neighborhood. To be considered, the petition must have the signatures of a minimum of 75% of the property owners within the proposed district. If the petition has less than 100% of the signatures then the district requires a favorable ¾ vote of the Council to be approved.

As currently written, the overlay district is only an option for property that is zoned R-1 Single Family Residential or R-2 One and Two Family Residential. The change that is being proposed would also allow an overlay district to be created on property that is located within any local or state/national residential historic district in the City, regardless of the existing underlying zoning. The West Main Street historic district and the Division Street historic district include properties that are zoned R-3 Multi-Family Residential and CBT Central Business Transition. The proposed change would allow an overlay district to be created in these historic districts.

The Plan Commission considered this request at their April 7th meeting and recommended denial (5 to 3 vote). The concerns that were raised at that meeting included whether or not the City should be limiting rentals in an areas so close to UWP; concerns regarding the high number of rentals already present in those areas; concerns regarding the ability that petitioners have in forcing property to be included in the overlay district even if they are against the designation; and concerns that the definition of “family” didn’t include domestic partnerships.

The Council discussed the proposed changes at their April 8th meeting. The Council voted to table the request, and to send the item back to the Plan Commission for more discussion and recommendation regarding these other issues.

In response, Staff has prepared a new proposal that includes the following potential changes for consideration:

1. The change that would allow the overlay district to be included in the residential historic district is still being proposed.
2. The definition of “family” has been modified to provide the same benefits to individuals in a domestic partnership that are provided to a married couple (as related to the occupancy restrictions).
3. The definition of “family” in the underlying zoning ordinance has been modified to include the same basic definition. The difference between the two definitions will be regarding the number of unrelated individuals and roomers/boarders that are allowed to live in the unit.
4. There are several changes proposed that would eliminate the ability for a petition creating an overlay district to include properties in which the owner of the property doesn’t sign the petition.

Recommendation:

The Plan Commission considered the modified code amendments at their May 5th meeting and recommended approval of the changes on a split vote.

Staff recommends approval.

Impact Of Adopting Proposal:

The impact of adopting the proposal will allow the creation of an RLO overlay district in any of the residential historic districts, it will modify the definition of “family”, and it will limit the creation of the overlay district to only include properties where the owner is in favor of the proposal.

Fiscal Estimate:

<p>Fiscal Effect (check/circle all that apply)</p> <p><input checked="" type="checkbox"/> No fiscal effect</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Increases expenditures</p> <p><input type="checkbox"/> Increases revenues</p> <p><input type="checkbox"/> Increases/decreases fund balance - _____ Fund</p>	<p>Budget Effect:</p> <p><input type="checkbox"/> Expenditure authorized in budget</p> <p><input checked="" type="checkbox"/> No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget</p> <p><input type="checkbox"/> Budget amendment required</p> <hr/> <p>Vote Required:</p> <p><input checked="" type="checkbox"/> Majority <input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

The code changes should not have a fiscal impact.

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

Department: Community Planning & Development	Date: May 6, 2014
Prepared By: Joe Carroll	

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, and within the Local or State/National residential historic districts 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:

- (1) To protect the privacy of residents and to minimize noise, congestion, and nuisance impacts;
- (2) To maintain an attractive community appearance and to provide a desirable living environment for residents by preserving the owner occupied character of the neighborhood;
- (3) To prevent excessive traffic and parking problems in the neighborhoods.

(B) OVERLAY DISTRICT RESTRICTIONS

In the R-LO Limited Occupancy Residential Overlay District the definition of "family" as set forth in Platteville Municipal Ordinance Section 22.15 Definitions shall be modified within the overlay district boundary. This definition is used to determine the allowable number of persons that can legally reside in a dwelling unit. The definition to be used within the district is set forth below.

"Family" shall mean one of the following groups of individuals, but not more than one group at a time:

- (1) Any number of persons, all of whom are related to each other by blood, adoption, marriage, domestic partnership formed under Wis. Stats. 770, or legal guardianship, along with up to one (1) roomer or boarder not so related, living together in one dwelling unit as a single housekeeping entity; or

- (2) Not more than two (2) persons who are not related by blood, adoption, or marriage, living together in one dwelling unit as a single housekeeping entity; or
- (3) Two (2) unrelated individuals and any children of either or both of them living as a single-housekeeping unit.

| For purposes of the definition of family, the term "related" shall mean a spouse, parent, child, stepchild, child of a parent in a domestic partnership, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, and great-grandchild, or a child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, or great-grandchild of a person in a domestic partnership. The term "related" does not include other, more distant relationships such as cousins.

| The definition of family includes up to two (2) guests if the guests live and cook together with the family in a single dwelling unit and do not pay rent or give other consideration for the privilege of staying with the family. The definition of "guest" under this section is defined as a person who stays with a family for a period of less than thirty days within any rolling one-year period and does not utilize the dwelling as a legal address for any purpose.

(C) USES PERMITTED

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 all ~~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.~~
 6. When submitted, no signature dated earlier than six (6) months prior to the time the petition is filed with the City Clerk shall be counted in determining the validity of the petition.
 7. Petitions shall also contain a map drawn to a scale of not less than 1:300 showing the area proposed to be included in the district.
 8. A \$200.00 application fee shall be submitted to cover the rezoning costs of establishing the district.
- (b) Upon presentation to the City Clerk for review, the Clerk shall determine whether the petition is in conformity with the conditions of this section.
1. If the petition is not in conformity with the requirements of this section, the clerk shall reject the petition and return it to the person who filed the petition with a written explanation as to why the petition does not meet the requirements of this

section.

2. If the petition is rejected for failure to comply with the boundary requirements, it may be resubmitted with the proper boundary lines if it is accompanied by certification that a copy of the petition and written notice was mailed to each property affected by the change, notifying them that their property was either added to or deleted from the petition and if by the correction of the boundary line the petition still meets all other requirements of the code.
 3. If the petition is rejected for an insufficient number of valid signatures, it may be resubmitted with the additional signatures necessary to have it comply as long as the other signatures remain valid.
 4. If the petition is determined to be in conformity with the requirements of this section, the Zoning Administrator shall draft an appropriate ordinance and submit the ordinance for approval following the procedures set forth in this code.
- (3) RECOMMENDATIONS. The Plan Commission shall review all proposed changes and amendments and shall recommend that the district be 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, s~~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 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 of adoption of an overlay district, and shall be subject to the requirements of Section 22.12(A)(6). The use may continue unless the owner surrenders an existing license, allows, either intentionally or unintentionally, a license to remain expired for more than one year or the rental license is suspended or revoked for a period in excess of one year, and upon such occurrence, any subsequent use of the property shall be subject to the restrictions imposed by the overlay district.

(F) OVERLAY DISTRICT REMOVAL

- (1) An existing R-LO Limited Occupancy Residential Overlay District may be removed or rescinded following the same procedures established in Section 22.0514(D).

22.051 R-1 ONE FAMILY RESIDENTIAL DISTRICT.

(B) SPECIFIED USES.

- (1) One family dwellings. ~~When all of the family members are related to each other by blood, marriage, or adoption, there may also be up to two (2) boarders or lodgers not so related.~~

22.15 DEFINITIONS

FAMILY – Any one of the following groups of individuals, but not more than one group at a time:

- (1) Any number of persons, all of whom are related to each other by blood, adoption, or marriage, or a group of not more than 4 persons not so related, legal guardianship, domestic partnership formed under Wis. Stats. 770, along with up to two (2) roomers or boarders not so related, living together in one dwelling unit as a single housekeeping entity.
- (2) Not more than four (4) persons who are not related by blood, adoption, or marriage, living together in one dwelling unit as a single housekeeping entity; or
- (3) Two (2) unrelated individuals and any children of either or both of them living as a single-housekeeping unit.

For purposes of the definition of family, the term "related" shall mean a spouse, parent, child, stepchild, child of a parent in a domestic partnership, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, and great-grandchild, or a child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, or great-grandchild of a person in a domestic partnership. The term "related" does not include other, more distant relationships such as cousins.

The definition of family includes up to two (2) guests if the guests live and cook together with the family in a single dwelling unit and do not pay rent or give other consideration for the privilege of staying with the family. The definition of "guest" under this section is defined as a person who stays with a family for a period of less than thirty days within any rolling one-year period and does not utilize the dwelling as a legal address for any purpose.

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

<input type="checkbox"/> Original <input checked="" type="checkbox"/> Update	
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Title:
Resolution - Platteville Municipal Airport Six Year Plan

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Wisconsin Statutes require a Statement of Project Intentions from municipal airports contemplating receiving federal and/or State aid within the next six years. This Six Year Statement of Project Intentions is used by the Department of Transportation, Bureau of Aeronautics for planning and budgeting purposes.

The Airport Commission unanimously approved the six year plan at their meeting on May 12, 2014. The six year plan needs to be approved by the City Clerk and the Common Council to prove they are willing to provide needed funding for the projects in the plan.

Recommendation:

Council to approve the Resolution for the Platteville Municipal Airport Six Year Plan.

Impact Of Adopting Proposal:

The Department of Transportation, Bureau of Aeronautics and the City are able to plan and budget for the projects included in the Six Year plan.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures
- Increases revenues
- Increases/decreases fund balance - _____ Fund

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

The Airport Commission will have a six year plan filed with the Department of Transportation Bureau of Aeronautics.

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
Totals								

Prepared By:

Department: Administration Prepared By: Duane H. Borgen	Date: May 21, 2014
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RESOLUTION

RESOLVED, by the Common Council of the City of Platteville that the attached list of proposed improvements are in the best interest of the Platteville Municipal Airport; and

WHEREAS, Wisconsin Statutes require a Statement of Project Intentions from airport owners contemplating federal and/or state aid within the next six years; and

WHEREAS, this Six Year Statement of project intentions is used by the Department of Transportation, Bureau of Aeronautics for planning and budgeting purposes and is not a petition for federal and/or state aid; and

NOW, THEREFORE BE IT RESOLVED that this governing body contemplates requesting federal and/or state aid for the projects listed on the attached schedule of airport improvements.

Resolution introduced by

Councilperson

Eileen Nickels, Council President

STATEMENT OF PROJECT INTENTIONS FOR PLATTEVILLE MUNICIPAL AIRPORT

Fiscal Year	Description of Improvement	Size of Improvement	Estimated Cost (if known)	Anticipated Petition Date
2014	Develop hangar area.	7.24 acres	\$1,005,001.00 (engineering and construction)	8/23/2011 Petition
2015	Construct 10 unit T-Hangar.		\$725,000 (engineering and construction)	Will need to be petitioned.
2016	Design for: RWY 7-25 reconstruction, runway lighting upgrade and apron reconstruction.		\$120,000 (engineering)	8/23/2011 Petition
2017	Construction for: RWY 7-25 reconstruction, runway lighting upgrade and apron reconstruction.		\$2,080,000 (construction)	8/23/2011 Petition
2018	Feasibility Study for: the extension of RWY 15-33 to 5,000 feet. (if justified) Design for: RWY 15-33 extension to 5,000 feet.	Construct an additional 1,001 feet x 75 feet (75,075 square feet)	\$30,000 (feasibility) \$100,000 (engineering)	Will need to be petitioned as the 2011 petition will have expired.
2019	Construction for: RWY 15-33 extension to 5,000 feet.	Construct an additional 1,001 feet x 75 feet (75,075 square feet)	\$1,900,000 (construction)	Will need to be petitioned as the 2011 petition will have expired.

For 2020 & later, please attach additional pages.

DRAFT Portion of Minutes of May 12th, 2014 Meeting
 Minutes recorded by Doug Stephens

Airport Commission Meeting
 May 12, 2014

IV. Commission Resolution on Airport Six Year Plan:

a. Kloster read through the "Statement of Project Intentions for the Platteville Municipal Airport" as discussed and recorded at the April 14th, 2014 Regular Meeting:

Fiscal Year	Description of Improvement	Size of Improvement	Estimated Cost (if Known)	Anticipated Petition Date
2014	Develop hanger area	7.24 acres	\$1,005,001.00 (engineering and construction)	8/23/2011 Petition
2015	Construct 10 unit T-hanger. (a 6 unit T-hanger concept was mentioned at the 5-12-2014 meeting.		\$725,000 (engineering and construction)	Will need to be petitioned.
2016	Design for: RWY 7-25 reconstruction, runaway lighting upgrade and apron reconstruction.		\$120,000 (engineering)	8/23/2011 Petition
2017	Construction for: RWY 7-25 reconstruction, runway lighting upgrade and apron reconstruction.		\$2,080,000 (construction)	8/23/2011 Petition
2018	Feasibility Study for: the extension of RWY 15-33 to 5,000 feet. (if justified) Design for: RWY 15-33 extension to 5,000 feet.	Construct an additional 1,001 feet x 75 feet (75,075 square feet)	\$30,000 (feasibility) \$100,000 (engineering)	Will need to be petitioned as the 2011 petition will have expired.
2019	Construction for: RWY 15-33 extension to 5,000 feet.	Construct an additional 1,001 feet x 75 feet (75,075 square feet)	\$1,900,000 (construction)	Will need to be petitioned as the 2011 petition will have expired.

- i. Kloster mentioned to Groom that he had a general question about the petitioning process, and Groom offered that she could follow up outside of the meeting.
- ii. Kloster called for a Motion to approve the 6-Year Plan as presented and discussed. Motion by Stephens, Second by Runde. Passed unanimously.
- iii. Kloster requested that Stephens complete the Resolution form template, as distributed at the April 14th, 2014 meeting. The completed Resolution form is required by Wisconsin State Statute, and serves as a Statement of Project Intentions from airport owners contemplating federal and/or state aid within the next six years. Stephens committed to completing the Resolution form and seek the signature of the City Clerk.

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update
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Title:
Knoll Wood Park Single Track Trail

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The Parks, Forestry, and Recreation Committee was presented a proposal to install an approximate one-mile single track trail within Knoll Wood Park. The trail was proposed to the Committee by Platteville Human Powered Trails; a volunteer-driven, non-profit organization that focuses on providing a high-quality single track trail system in and around the Platteville area. A single track trail is a narrow minimal impact trail that is approximately the width of a bike. The shared-use trails are most often used by bikers and hikers, but can often accommodate snowshoeing and other non-motorized uses. The most recent single track trail development in the City of Platteville was within the wooded greenspace of Mound View Park which officially opened September 29th, 2013.

As a first step in exploring the possibility of a new trail, the Committee has asked members of PHPT to flag and map the proposed trail. This was requested so that the Committee and all citizens will be better able to visualize the approximate trail location. Pink flagging was put in place on March 22nd, 2014. A map of the proposed trail has been included in the council packet.

The Committee has held three public meetings on April 21, May 1, and May 19. The meeting on May 1 was a tour of the proposed trail lead by Joe Nolan with PHPT. At these meetings the Committee listened to citizen comments against and in favor of the proposed trail.

Those against the trail said that they were concerned about privacy, erosion, tree damage, wildlife disturbance, and crime. They noted that there was already an existing paved trail, questioning the need for a single track trail. Many of the residents stated that when moving to the area it was their understanding that this land was “greenspace” versus “recreation space”, adding that residents in the new subdivision knew about the existing trail before building or moving to the neighborhood.

Those in support of the trail noted that the trail said this would be an amenity that would benefit the residents as a whole versus providing a “private natural buffer” for residents. Les Hollingsworth with PHPT added that their organization understands many of the concerns raised by the local residents. He added that “go or no go” was not the right way to look at the proposal. Instead he would like to work with residents to correct any misinformation and see how they can work with local residents. Other member of PHPT noted that the trail would be installed to the standards of the International Mountain Bike Association and that it is also in their best interest to address concerns of erosion, tree damage, wildlife disturbance, and privacy--they also don’t want to have a trail that encroaches on existing houses.

At the May 19 meeting Jason Zeitler, made a motion to recommend the construction of the proposed single track trail in Knoll Wood Park, seconded by Melissa Gormley. Amy Seeboth made a motion to amend the original motion, adding a 10’ minimum setback from existing lot lines, seconded by Hap Daus. Amendment carried. The Committee then voted to recommend the construction of the proposed single track trail in Knoll Wood Park with a 10’ minimum setback from existing lot lines. Motion carried.

Recommendation:

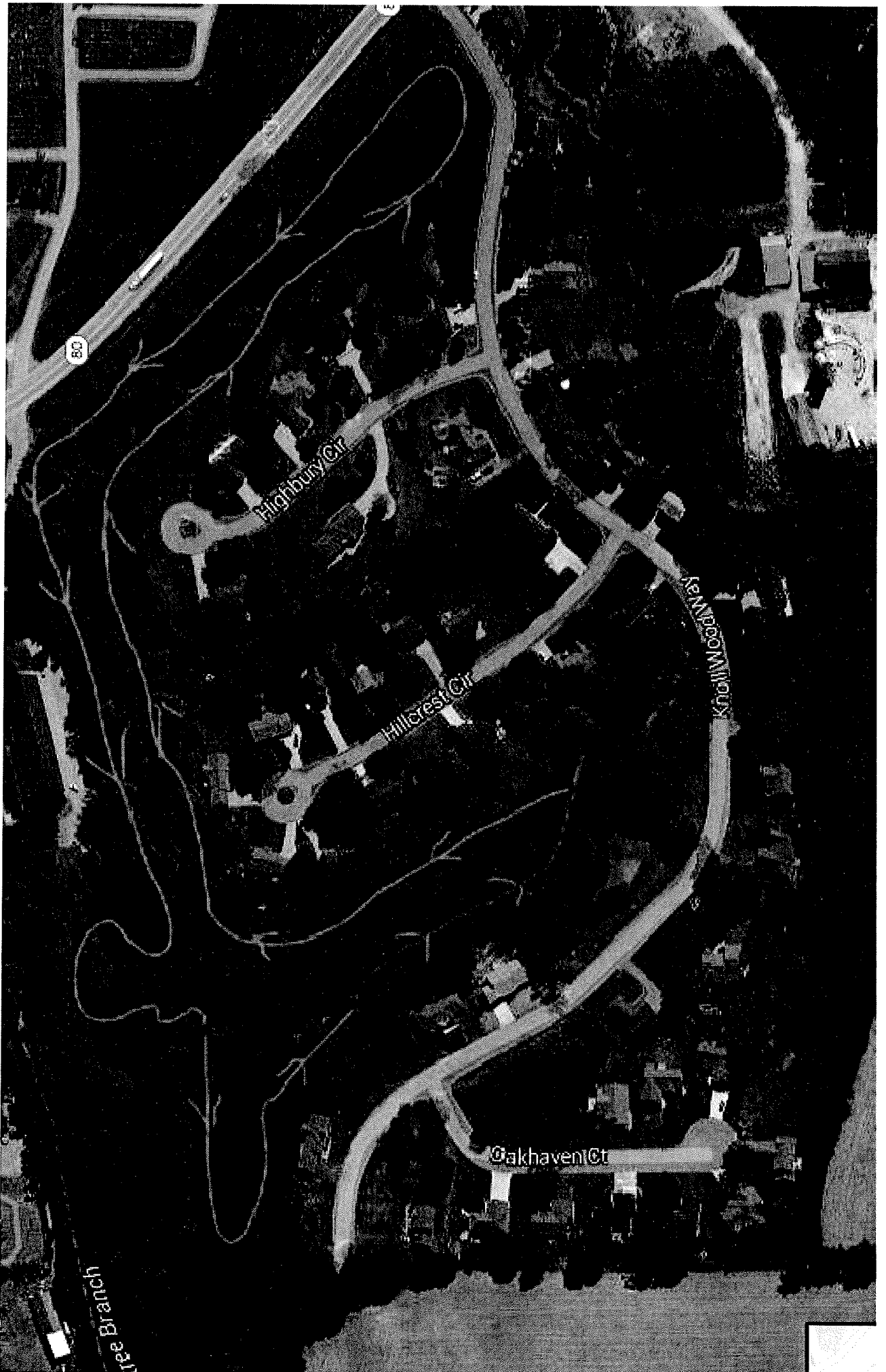
The recommendation from the Parks, Forestry, and Recreation Committee is to allow PHPT to construct the proposed single track trail in Knoll Wood Park with a 10’ minimum setback from existing lot lines. Staff would recommend Council listened to citizen comments against and in favor of the proposed trail and if agreeable to the Committee’s recommendation add a memorandum of understanding detailing additional stipulations, including that maintenance of single track trails at Mound View Park and Knoll Wood Park would be the responsibility of PHPT.

Impact Of Adopting Proposal:

With Council adoption of a proposed plan, the PHPT could proceed with installing the proposed single track trail in Knoll Wood Park.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input checked="" type="checkbox"/> No fiscal effect</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Increases expenditures</p> <p><input type="checkbox"/> Increases revenues</p> <p><input type="checkbox"/> Increases/decreases fund balance - _____ Fund</p>	<p><u>Budget Effect:</u></p> <p><input type="checkbox"/> Expenditure authorized in budget</p> <p><input checked="" type="checkbox"/> No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget</p> <p><input type="checkbox"/> Budget amendment required</p> <hr/> <p><u>Vote Required:</u></p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>
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Rountree Gallery Board Membership

From "Nancy" <nancyleecollins@hotmail.com>
To "tenickels@centurytel.net" <tenickels@centurytel.net>
Date Mon, 19 May 2014 17:01:27 -0500

To: Common Council
From: Rountree Gallery Board
Re: Rountree Gallery Board Membership

Rountree Gallery Board respectfully requests that the following changes be made to Board membership requirements:

1) Board members shall be allowed to serve two consecutive terms and then after a year of absence may be eligible for membership on the Board again.

2) Rountree Gallery Board has six local citizen members. Three of these terms will expire June 1, 2014. In addition to changing the requirements outlined in #1 above the Board would prefer to have more staggered terms. This will lend continuity to the Board. We propose that the three vacancies which will occur June 1, 2014, be appointed in the following manner:
One member's term to expire 7/1/15.
One member's term to expire 7/1/16
One member's term to expire 7/1/17.
This appointment process would only occur one time-June, 2014. After these appointments are made all succeeding appointments would be made as needed and all terms would be three year terms.

3) One Board member shall be allowed to reside outside of the Platteville City limits.

The Rountree Gallery Board respectfully requests these changes be presented for informational purposes at the May 27th Council Meeting and for action at the June 10th meeting.

**City of Platteville
STAFF REPORT AND FISCAL
NOTE**

<input type="checkbox"/> Original <input checked="" type="checkbox"/> Update	
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Title: Handbook Amendment Regarding Employee Residency Requirements

Policy Analysis Statement:

Brief Description And Analysis Of Proposal

Wis. Stat. Section 66.0502 placed substantial limits on local governments' ability to establish and enforce employee residency requirements. Enclosed is a copy of Wis. Stat. Section 66.0502, a copy of a draft Resolution amending the City's Employee Handbook, and a copy of the City's current policy regarding residency requirements.

The City of Milwaukee filed a lawsuit challenging the law as a violation of its home rule power. Other municipalities, such as the City of Madison, continue to enforce residency requirements. It has been reported the lawsuit referred to above has been dismissed by the Court. At the time of writing of this memo, this report has not been verified or the basis for dismissal understood, if in fact this occurred. In any event, a decision by a Milwaukee Circuit Court Judge has no precedential value, is subject to appellate review and would be a tenuous basis upon which to determine an employee residency policy.

As discussed in previous City Council meetings, the proposed Resolution has been updated to add the positions included in the City's Emergency Operations Plan. The Council should review these positions carefully and determine whether it is appropriate to impose residency requirements for all these positions, given the provisions of Wis. Stat. Sec. 66.0502. The Council also needs to consider whether exceptions to the residency requirement established should be included in the Resolution, such as for employees promoted from within the City to a position subject to a residency requirement.

Recommendation:

Staff recommends the Council review the Resolution amending the City's Employee Handbook and provide Staff with direction as to any changes which need to be made to the Resolution prior to final approval by the Council.

Impact Of Adopting Proposal:

The City Manager will move forward as directed by City Council.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input checked="" type="checkbox"/> No fiscal effect</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Increases expenditures</p> <p><input type="checkbox"/> Increases revenues</p> <p><input type="checkbox"/> Increases/decreases fund balance – _____ Fund</p>	<p><u>Budget Effect:</u></p> <p><input type="checkbox"/> Expenditure authorized in budget</p> <p><input type="checkbox"/> No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget</p> <p><input type="checkbox"/> Budget amendment required</p> <p><u>Vote Required:</u></p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

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:

<p>Department: City Manager/City Attorney</p> <p>Prepared By: Larry Bierke/Brian C. McGraw</p>	<p>Date: 07.20.13/Update 5.21.14</p>
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is located, regardless of whether the recreational mobile home or recreational vehicle is occupied during all or part of any calendar year.

(10) The powers conferred on licensing authorities by this section are in addition to all other grants of authority and are limited only by the express language of this section.

History: 1999 a. 5; 1999 a. 150 ss. 112, 158 to 161; Stats. 1999 s. 66.0435; 2005 a. 298; 2007 a. 11.

Cross-reference: See also ch. ATCP 125, Wis. adm. code.

A license issued without prior approval of park plans is void and the owner cannot complain if it is revoked. A mobile home park zoning ordinance adopted without compliance with the notice of hearing requirements of s. 60.74 (2) [now 60.61 (4)] is void. *Edebeck v. Town of Theresa*, 57 Wis. 2d 172, 203 N.W.2d 694 (1973).

The time for appeal under sub. (2) (d) begins on the date of the action revoking the license, not on the effective date of the revocation. *Reusch v. City of Baraboo*, 85 Wis. 2d 294, 270 N.W.2d 229 (1978).

A town had authority outside this section to require a building permit for a mobile home located outside a mobile home park and that the mobile home be connected to a well and septic system. *Town of Clearfield v. Cushman*, 150 Wis. 2d 10, 440 N.W.2d 777 (1989).

A state university is not subject to local licensing in the operation of a university mobile home park. 60 Atty. Gen. 7.

A town cannot have a more restrictive ordinance regulating use and location of mobile homes outside of mobile home parks than the county. 60 Atty. Gen. 131.

A town board that has given conditional approval to plans for a mobile home park has power to alter conditions as long as it acts reasonably. *Molgaard v. Town of Caldonia*, 527 F. Supp. 1073 (1981).

66.0436 Certificates of food protection practices for restaurants. **(1)** In this section, “restaurant” has the meaning given in s. 254.61 (5).

(2) No city, village, town, or county may enact an ordinance requiring a restaurant, a person who holds a permit for a restaurant, or a person who conducts, maintains, manages, or operates a restaurant to satisfy a requirement related to the issuance or possession of a certificate of food protection practices that is not found under s. 254.71.

(3) (a) Except as provided in par. (b), if a city, village, town, or county has in effect on January 1, 2015, an ordinance that the city, village, town, or county is prohibited from enacting under sub. (2), the ordinance does not apply and may not be enforced.

(b) Paragraph (a) does not apply to an ordinance of a 1st class city that was in effect on March 20, 2014.

NOTE: This section is created eff. 1–1–15 by 2013 Wis. Act 292.

History: 2013 a. 292.

66.0437 Drug disposal programs. **(1)** In this section, “political subdivision” has the meaning given in s. 165.65 (1) (e).

(2) A political subdivision may operate or authorize a person to operate a drug disposal program as provided under s. 165.65 (3).

NOTE: This section is created eff. 7–1–15 by 2013 Wis. Act 198.

History: 2013 a. 198.

SUBCHAPTER V

OFFICERS AND EMPLOYEES

66.0501 Eligibility for office. **(1)** DEPUTY SHERIFFS AND MUNICIPAL POLICE. No person may be appointed deputy sheriff of any county or police officer for any city, village or town unless that person is a citizen of the United States. This section does not apply to common carriers or to a deputy sheriff not required to take an oath of office.

(2) ELIGIBILITY OF OTHER OFFICERS. Except as expressly authorized by statute, no member of a town, village or county board, or city council, during the term for which the member is elected, is eligible for any office or position which during that term has been created by, or the selection to which is vested in, the board or council, but the member is eligible for any elective office. The governing body may be represented on city, village or town boards and commissions where no additional compensation, except a per diem, is paid to the representatives of the governing body and may fix the tenure of these representatives notwithstanding any other statutory provision. A representative of a governing

body who is a member of a city, village or town board or commission may receive a per diem only if the remaining members of the board or commission may receive a per diem. This subsection does not apply to a member of any board or council described in this subsection who resigns from the board or council before being appointed to an office or position which was not created during the member’s term in office.

(3) APPOINTMENTS ON CONSOLIDATION OF OFFICES. Whenever offices are consolidated, the occupants of which are members of the same statutory committee or board and which are serving in that office because of holding another office or position, the common council or village board may designate another officer or officers or make any additional appointments as may be necessary to procure the number of committee or board members provided for by statute.

(4) COMPATIBLE OFFICES AND POSITIONS. A volunteer fire fighter, emergency medical technician, or first responder in a city, village, or town whose annual compensation from one or more of those positions, including fringe benefits, does not exceed the amount specified in s. 946.13 (2) (a) may also hold an elective office in that city, village, or town. It is compatible with his or her office for an elected town officer to receive wages under s. 60.37 (4) for work that he or she performs for the town.

(5) EMPLOYEES MAY BE CANDIDATES. (a) In this subsection:

1. “Political subdivision” means a city, village, town, or county.

2. “Public employee” means any individual employed by a political subdivision, other than an individual to whom s. 164.06 applies and other than an individual to whom 5 USC 1502 (a) (3) applies.

(b) No political subdivision may prohibit a public employee from being a candidate for any elective public office, if that individual is otherwise qualified to be a candidate. No public employee may be required, as a condition of being a candidate for any elective public office, to take a leave of absence during his or her candidacy. This subsection does not affect the authority of a political subdivision to regulate the conduct of a public employee while the public employee is on duty or otherwise acting in an official capacity.

History: 1979 c. 110; 1987 a. 27, 403; 1991 a. 316; 1993 a. 246; 1999 a. 56; 1999 a. 150 s. 267; Stats. 1999 s. 66.0501; 2001 a. 16; 2003 a. 79.

A citizenship requirement for peace officers is constitutional. 68 Atty. Gen. 61.

The offices of commissioner of a town sanitary district and supervisor of a town board are incompatible when the town board also serves as the appointing authority for the commissioners. 69 Atty. Gen. 108.

A sitting member of a county board must resign the office of supervisor before being appointed to the permanent position of county administrative coordinator under this section. OAG 1–11.

66.0502 Employee residency requirements prohibited. **(1)** The legislature finds that public employee residency requirements are a matter of statewide concern.

(2) In this section, “local governmental unit” means any city, village, town, county, or school district.

(3) (a) Except as provided in sub. (4), no local governmental unit may require, as a condition of employment, that any employee or prospective employee reside within any jurisdictional limit.

(b) If a local governmental unit has a residency requirement that is in effect on July 2, 2013, the residency requirement does not apply and may not be enforced.

(4) (a) This section does not affect any statute that requires residency within the jurisdictional limits of any local governmental unit or any provision of state or local law that requires residency in this state.

(b) Subject to par. (c), a local governmental unit may impose a residency requirement on law enforcement, fire, or emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the local governmental unit.

(c) If the local governmental unit is a county, the county may impose a residency requirement on law enforcement, fire, or

66.0502 MUNICIPAL LAW

emergency personnel that requires such personnel to reside within 15 miles of the jurisdictional boundaries of the city, village, or town to which the personnel are assigned.

(d) A residency requirement imposed by a local governmental unit under par. (b) or (c) does not apply to any volunteer law enforcement, fire, or emergency personnel who are employees of a local governmental unit.

History: 2013 a. 20.

66.0503 Combination of municipal offices. (1) The office of county supervisor may be consolidated by charter ordinance under s. 66.0101:

(a) With the office of village president in any village which has boundaries coterminous with the boundaries of any supervisory district established under s. 59.10 (3).

(b) With the office of alderperson or council member in any city in which the district from which the alderperson or council member is elected is coterminous with the boundaries of any supervisory district established under s. 59.10 (3).

(2) After the effective date of adoption or repeal of a charter ordinance under this section, the clerk of the municipality shall file a copy of the ordinance with the clerk of the county within which the supervisory district lies. When so consolidated, nomination papers shall contain that number of signatures required under s. 8.10 for county supervisors and shall be filed in the office of the county clerk.

(3) Removal from office of any incumbent of an office consolidated under this section vacates the office in its entirety whether effected under ss. 17.09, 17.12 and 17.13 or other pertinent statute.

(4) Compensation for an office consolidated under this section shall be separately established by the several governing bodies affected by the consolidation as though no consolidation of offices had occurred.

(5) Tenure for an officer of an office consolidated under this section shall coincide with the term for county supervisors.

History: 1971 c. 94; 1973 c. 118 s. 7; 1985 a. 135 s. 83 (1); 1993 a. 184; 1995 a. 201; 1999 a. 150 s. 311; Stats. 1999 s. 66.0503; 2001 a. 30.

66.0505 Compensation of governing bodies. (1) DEFINITIONS. In this section:

(a) "Elective officer" means a member or member-elect of the governing body of a political subdivision.

(b) "Political subdivision" means any city, village, town, or county.

(2) ESTABLISHMENT OF SALARY. An elected official of any political subdivision, who by virtue of the office held by that official is entitled to participate in the establishment of the salary attending that office, shall not during the term of the office collect salary in excess of the salary provided at the time of that official's taking office. This provision is of statewide concern and applies only to officials elected after October 22, 1961.

(3) REFUSAL OF SALARY. (a) 1. Notwithstanding the provisions of s. 59.10 (1) (c), (2) (c), (3) (f) to (j), 60.32, 61.193, 61.32, or 62.09 (6), an elective officer may send written notification to the clerk and treasurer of the political subdivision on whose governing body he or she serves that he or she wishes to refuse to accept the salary that he or she is otherwise entitled to receive.

2. Except as provided in subd. 3., to be valid the notification must be sent no later than 30 days after an elective officer's election is certified, and the notification applies only to the taxable year in which the officer's election is certified or, if the elective officer's current taxable year ends within 3 months of his or her certification, the notification applies until the end of his or her next taxable year.

3. Except as provided in subd. 2., to be valid the notification must be sent at least 30 days before the start of the elective officer's next taxable year, and the notification applies only to that taxable year although the notification may be renewed annually as provided in this subdivision.

Updated 11–12 Wis. Stats. 64

4. If a clerk and treasurer receive notification as described in subd. 2. or 3., the treasurer may not pay the elective officer his or her salary during the time period to which the notification applies. Upon receipt of such notification, the political subdivision's treasurer shall not pay the elective officer the salary that he or she is otherwise entitled to receive, beginning with the first pay period that commences after notification applies.

(b) An elective officer, or officer-elect, who sends the written notification described under par. (a) may not rescind the notification. If an elective officer's notification no longer applies, the political subdivision's treasurer shall pay the elective officer any salary that he or she is entitled to receive, beginning with the first pay period that commences after the expiration of the notification.

History: 1991 a. 316; 1993 a. 213; 1999 a. 150 s. 312; Stats. 1999 s. 66.0505; 2007 a. 49; 2009 a. 173.

66.0506 Referendum; increase in employee wages.

(1) In this section, "local governmental unit" means any city, village, town, county, metropolitan sewerage district, long-term care district, local cultural arts district under subch. V of ch. 229, or any other political subdivision of the state, or instrumentality of one or more political subdivisions of the state.

(2) If any local governmental unit wishes to increase the total base wages of its general municipal employees, as defined in s. 111.70 (1) (fm), who are part of a collective bargaining unit under subch. IV of ch. 111, in an amount that exceeds the limit under s. 111.70 (4) (mb) 2., the governing body of the local governmental unit shall adopt a resolution to that effect. The resolution shall specify the amount by which the proposed total base wages increase will exceed the limit under s. 111.70 (4) (mb) 2. The resolution may not take effect unless it is approved in a referendum called for that purpose. The referendum shall occur in November for collective bargaining agreements that begin the following January 1. The results of a referendum apply to the total base wages only in the next collective bargaining agreement.

(3) The referendum question shall be substantially as follows: "Shall the [general municipal employees] in the [local governmental unit] receive a total increase in wages from S.... [current total base wages] to S.... [proposed total base wages], which is a percentage wage increase that is [x] percent higher than the percent of the consumer price index increase, for a total percentage increase in wages of [x]?"

History: 2011 a. 10, 32; 2013 a. 166.

66.0507 Automatic salary schedules. Whenever the governing body of any city, village, or town enacts by ordinance a salary schedule for some or all employees and officers of the city, village or town, other than members of the city council or village or town board, the salary schedule may include an automatic adjustment for some or all of the personnel in conformity with fluctuations upwards and downwards in the cost of living, notwithstanding ss. 60.32, 61.193, 61.32, 62.09 (6) and 62.13 (7).

History: 1971 c. 125 s. 522 (1); 1971 c. 154; 1985 a. 225; 1993 a. 246; 1999 a. 150 s. 314; Stats. 1999 s. 66.0507; 2009 a. 173.

66.0508 Collective bargaining. (1) In this section, "local governmental unit" has the meaning given in s. 66.0506 (1).

(1m) Except as provided under subch. IV of ch. 111, no local governmental unit may collectively bargain with its employees.

(2) If a local governmental unit has in effect on June 29, 2011, an ordinance or resolution that is inconsistent with sub. (1m), the ordinance or resolution does not apply and may not be enforced.

(3) Each local governmental unit that is collectively bargaining with its employees shall determine the maximum total base wages expenditure that is subject to collective bargaining under s. 111.70 (4) (mb) 2., calculating the consumer price index change using the same method the department of revenue uses under s. 73.03 (68).

History: 2011 a. 10.

66.0509 Civil service system; veterans preference.

(1) Any city or village may proceed under s. 61.34 (1), 62.11 (5)

**EMPLOYEE HANDBOOK
PERSONNEL POLICY
RULES AND REGULATIONS
*As of June 25, 2013***

V. RECRUITMENT, APPOINTMENT & EMPLOYMENT

D. Residency: Whereas, the Common Council desires to attract the highest quality of individual possible to fill City positions, but also wishes such individuals to be personally invested in the community, the following rules for residency have been established:

1. Employees in the following positions, due to the leadership role they have in the City, shall live within the boundaries of the City of Platteville within six (6) months following the date of appointment and for the duration of their employment:

City Clerk, City Manager, Community Planning & Development Director, Director of Administrative Services, Director of External Activities, Director of Public Works, EMS Administrator, Finance Director, Fire Chief, Library Director, Museum Director, Police Chief, Recreation Coordinator, Streets Superintendent, Utilities Office Manager, and Utilities Superintendent.

Exception: An exception to this policy may be made on a case-by-case basis by the Common Council for employees who are promoted from within the City to one of these positions. An employee who is complying with the residency requirement covering their current position is eligible to apply for one of these positions. If appointed, the employee may continue to live at the same residence until such time as they move. Once the employee chooses to leave the “grandfathered” residence, they must live within the city limits of Platteville.

2. All other City employees who regularly work 20 hours or more per week shall be required to live within a 15-mile radius of Platteville City Hall; except that such employees may live anywhere within the city limits of Lancaster or Hazel Green. All employees must live within the state of Wisconsin. The City Manager shall determine if a residence meets the criteria when there is any question as to whether this is the case.
3. Employees that regularly work fewer than 20 hours per week shall not be subject to a residency requirement.

A
RESOLUTION ____

AMENDING THE CITY EMPLOYEE HANDBOOK

WHEREAS, the City of Platteville approved the Employee Handbook – Personnel Policy, Rules, and Regulations (herein after Employee Handbook) on December 13, 2011; and

WHEREAS, the State of Wisconsin recently approved 2013 Act 20 changing regulations that municipalities may enact regarding employee residency, and

WHEREAS, in an effort to become compliant with the new state law, the City Council agrees to amend the employee handbook as follows:

V. RECRUITMENT, APPOINTMENT, & EMPLOYMENT

D. Residency: In an effort to attract the highest quality of individual possible to fill City positions, but also wishes such individuals to be personally invested in the community, the following rules for residency have been established (Ref: Wis. Stat 66.0502):

1. Employees listed below must live within 15 miles of the City limits.
 - A. All Full-Time Police Officers, Sergeants, Lieutenants, and Police Chief
 - B. All Full-Time Firefighters, Fire Captains, Deputy Chiefs, and Fire Chief
 - C. All Full-Time Emergency Medical Service Responders
2. This residency requirement does not apply to volunteer law enforcement, fire, or emergency personnel who are otherwise employees of the City of Platteville.

PASSED BY THE COMMON COUNCIL on the ____ day of June, 2014.

Eileen Nickels, Council President

ATTEST:

Jan Martin, City Clerk

B

RESOLUTION ____

AMENDING THE CITY EMPLOYEE HANDBOOK

WHEREAS, the City of Platteville approved the Employee Handbook – Personnel Policy, Rules, and Regulations (herein after Employee Handbook) on December 13, 2011; and

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D. Residency: In an effort to attract the highest quality of individual possible to fill City positions, but also wishes such individuals to be personally invested in the community, the following rules for residency have been established (Ref: Wis. Stat 66.0502):

1. Employees listed below must live within 15 miles of the City limits.
 - A. All Full-Time Police Officers, Sergeants, Lieutenants, and Police Chief
 - B. All Full-Time Firefighters, Fire Captains, Deputy Chiefs, and Fire Chief
 - C. All Full-Time Emergency Medical Service Responders
 - D. The following emergency services personnel identified in the City of Platteville Emergency Operations Plan (2013).

a. City Manager	g. Community Planning and Development Director
b. Director of Administration	h. Building Inspector
c. Police Department Office Manager	i. Library Director
d. EMS Administrator	j. Senior Center Coordinator
e. Public Works Director	k. City Attorney
f. Communications Coordinator	
2. This residency requirement does not apply to volunteer law enforcement, fire, or emergency personnel who are otherwise employees of the City of Platteville.

PASSED BY THE COMMON COUNCIL on the ____ day of June, 2014.

Eileen Nickels, Council President

ATTEST:

Jan Martin, City Clerk

REQUEST FOR PROPOSALS

Property Sale and
Redevelopment Opportunity

DRAFT



City of Platteville
75 North Bonson Street
Platteville, WI 53818

May 2014

I. General Community Information

The City of Platteville, home to the University of Wisconsin-Platteville and a regional retail service center, has an estimated population of 11,655. The City is approximately 75 miles from Madison and 20 miles northeast of Dubuque, Iowa. The City's historic downtown is listed on the National Register of Historic Places, which, along with other cultural and historical sites, attracts visitors from the area. The City has a very successful industrial park, which is home to a variety of industrial and commercial businesses that provide employment opportunities for the entire region. The City was named as a 2013 All-America City finalist.

UW-Platteville, known for its engineering, industrial technology and agricultural programs, is the region's largest employer and has played a dominant role in shaping the region. The University has been the fastest growing campus in the UW system over the past five years, and has plans to continue expanding the enrollment over the next decade. The anticipated enrollment growth will also result in the hiring of additional faculty and staff.

II. General Information

The City of Platteville is seeking proposals for the purchase and redevelopment or reconstruction of nine (9) properties owned by the City. The properties are being sold individually; however, proposals may be submitted for the purchase of more than one property.

The structures on the properties are all currently vacant, but in the past they have been used as single-family residential rental properties. The City desires to sell the properties to a qualified developer who will remodel and improve the structures to bring them into conformance with the City's rental code, as well as improving the exterior appearance of the properties. Alternatively, the developer could remove the structures and construct new housing on the properties that is attractive and compatible with the surrounding neighborhoods.

III. Property Viewing

The properties are being sold 'as is', in their current condition, and the City makes no warranties or representations concerning the condition of the properties. As a result, interested developers are strongly encouraged to view the properties in person prior to submittal of proposals. The properties will be open and available to inspection on **June 12, 2014** and **June 24, 2014**. Registration to attend the viewing is required. To register, or to receive additional information, contact Larry Bierke, City Manager, citymanager@platteville.org.

IV. Property Information

Property Address	Year Built	Sq. Ft.	Property Zoning	Baths	Approximate Lot Area	Assessed Value	Parcel Number
565 W Cedar Street	1880	1,299	R-2	1	6,600	\$ 57,500	271-02490-0000
185 Center Street	1880	1,148	R-3	1	5,000	\$ 49,800	271-02968-0000
260 S Chestnut Street	1920	1,733	R-3	2	6,750	\$ 104,200	271-00687-0000
255 Division Street	1900	1,949	R-3	1.5	7,000	\$ 67,700	271-01533-0000
335 Division Street	1890	1,848	R-3	2	7,000	\$ 89,900	271-01529-0000
310 W Gridley Avenue	1961	1,624	B-3	1	5,760	\$ 84,000	271-02762-0000
375 Irene Street	1890	1,445	R-3	2	9,234	\$ 68,000	271-01503-0000
420 Southwest Road	1924	1,318	R-3	1.5	8,410	\$ 71,300	271-02154-0000
440 Southwest Road	1964	1,064	R-3	1.5	6,076	\$ 94,100	271-02155-0000

V. Project Requirements

All construction on the properties shall be subject to applicable zoning and building code regulations. All properties shall be brought into conformance with the current parking requirements of the City of Platteville Zoning Ordinance. The developer is responsible for obtaining all necessary permits and approvals. The rehabilitation or redevelopment construction on the property shall be completed within eighteen (18) months from the sale of the property.

VI. Proposal Requirements

The proposals should be labeled "Property Redevelopment Proposal" and mailed or delivered to the City of Platteville, 75 N. Bonson Street, Platteville, WI 53818. The proposals can also be submitted electronically to citymanager@platteville.org. **The proposals shall be submitted by 3:00 p.m. on June 30, 2014.** Proposals submitted after this time will be rejected.

The proposals should include the following information:

A. Developer Experience

- Briefly describe the experience and background of the developer. Include information on previous similar or related projects.

B. Development Description

- Provide a description of the proposed rehabilitation or redevelopment that will be done on the property.

- If applicable, submit representative site plans and building elevations. These could be plans or photos from a similar project that give an indication of the type of development proposed.
- Describe any unique design elements or features of the project.
- Provide a timetable for the rehabilitation or redevelopment of the property.
- Include an estimated market value of the property when completed.

C. Purchase Price

- Indicate the offering price to be paid for the property. All of the properties have a minimum purchase price as indicated below:

565 W. Cedar Street	\$14,000
185 Center Street	\$13,000
260 S. Chestnut Street	\$27,000
255 Division Street	\$17,000
335 Division Street	\$23,000
310 W. Gridley Avenue	\$22,000
375 Irene Street	\$17,000
420 Southwest Road	\$19,000
440 Southwest Road	\$25,000

D. Related Documentation

- Indicate if there are any zoning modifications or other changes needed to complete the project.
- All proposals shall include the completed offer to purchase documents attached to this RFP.

VII. Selection Criteria

Project Overview and Long-Range Use (30 points). Projects that add financial value to the existing neighborhood will receive the highest points. Proposed projects may include:

- Rehab of existing single-family homes for either rentals or owner-occupied housing;
- Demolition of existing houses and construction of new single-family homes for either rentals or owner-occupied housing;
- Or demolition of housing on multiple, adjacent lots, and construction of multi-unit housing.

All proposals must take into consideration surrounding land uses.

1. Provide a brief (two paragraph) description of the proposed project and the resulting long-range use of the resulting property. Include an explanation of how the proposed use is appropriate for the proposed location.

Home Design (30 points). All construction must be compatible with existing buildings on the block, including size, scale, massing and exterior architectural elements. Highest points will be awarded to projects that improve the historic character and curb appeal of the property in question.

1. Provide rough drawings of the exterior of the proposed project or photographs / drawings of housing comparable to the proposed project.
2. Provide a brief (two paragraph) description of the proposed project design (interior and exterior) and how it meets the above criteria.

Applicant Capacity & Experience (30 points). Applicants should have proven track record in housing development and/or redevelopment. Highest points will be awarded to applicants with experience in projects comparable to the one proposed.

1. Describe the applicant project team, listing all substantial partners in this project (i.e. funding partners and co-owners)
2. Provide addresses and describe projects constructed or rehabilitated by the applicant within the past two years.
3. Provide contact information for at least three references (companies or individuals) that the applicant has worked with or for in the past three years.
4. Provide a brief (two paragraph) description of applicant team experience in comparable projects and capacity to complete this project on time, on budget, and in keeping with this proposal.

Bid amount (10 points). Proposals that do not meet the minimum bid amount will not be considered. The proposal offering the highest bid for the lot will rank higher, other things being equal; however, immaterial differences in bid amounts will not be a ranking factor.

Bonus points (up to an additional 10 points each)

1. Proposals that offer a comprehensive redevelopment strategy for multiple building sites.
2. Proposals that include significant “green” building techniques and/or EnergyStar construction.

Other evaluation criteria:

- Quality, attractiveness, and feasibility of the proposed development.
- Relationship of the proposal to the surrounding area.
- Estimated tax base to be generated from the property after completion of the project.
- The purchase price to be offered for the property.
- Proposed development schedule.
- Ability to provide affordable housing or other community benefit.
- Developer’s expertise, experience, and financial capacity.

VIII. Contact Information

Questions regarding this proposal can be directed to Larry Bierke, City Manager, at citymanager@platteville.org. All submitted questions will be compiled and responses will be provided to all developers that have registered to view the properties, or that have enquired about the properties.

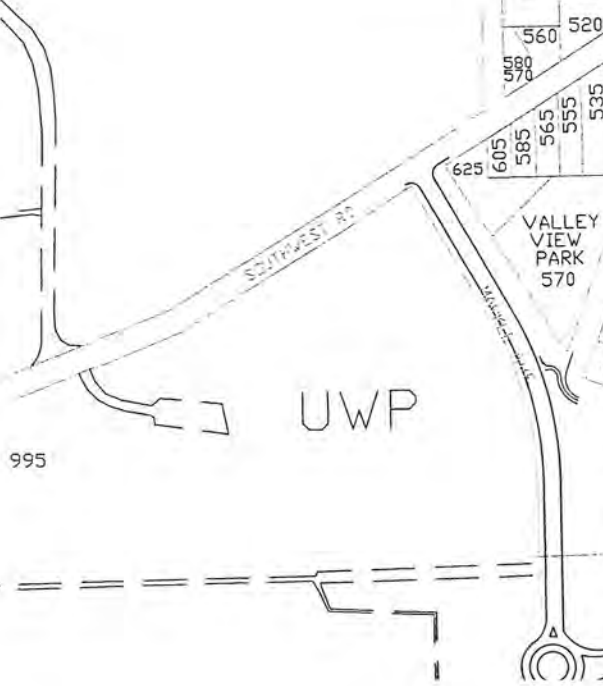
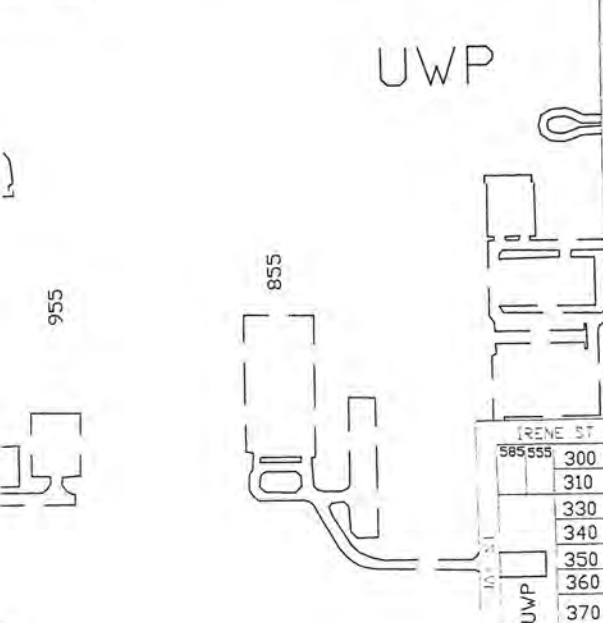
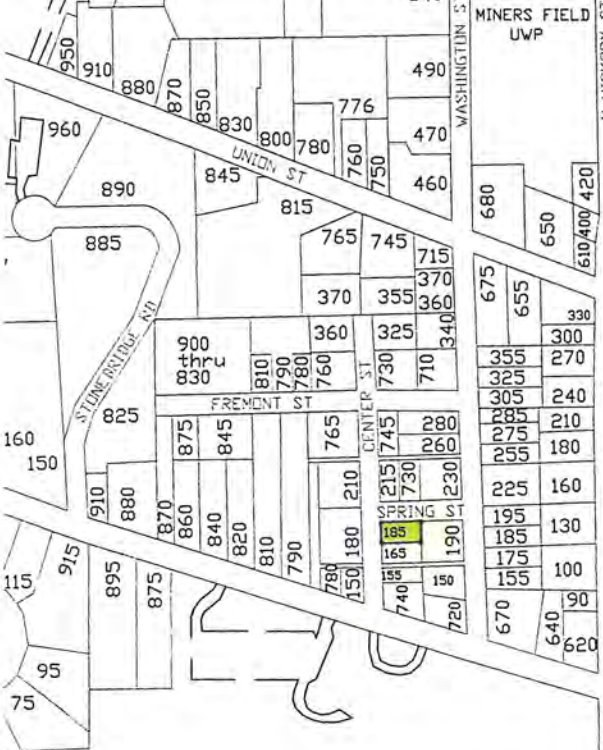
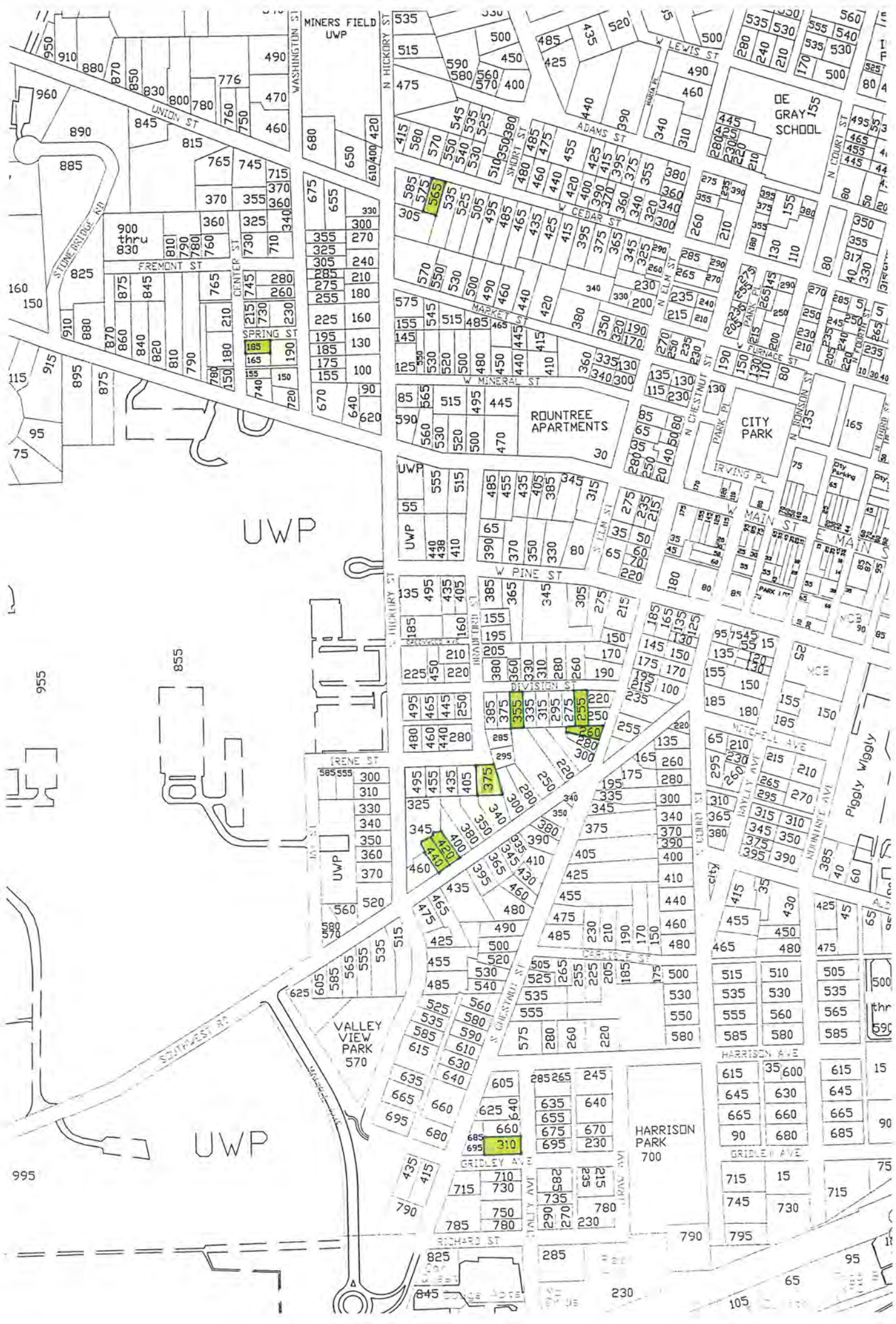
IV. Additional Information

The selected developer will be required to enter into a development agreement with the City regarding the details of the development.

The contents of this packet are for informational purposes only and the representations made herein are without warranty. Developers should rely exclusively on their own investigations and analysis.

The City of Platteville will honor confidentiality requests to the extent possible. If you feel certain aspects of your proposal are proprietary in nature, please indicate so.

Thank you for your consideration and interest in Platteville.



WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, _____
4 _____, offers to purchase the Property known as [Street Address] _____
5 _____ in the City _____
6 of **Platteville** _____, County of **Grant** _____ Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: _____ Dollars (\$ _____).

9 _____ Dollars (\$ _____).
10 ■ EARNEST MONEY of \$ N/A accompanies this Offer and earnest money of \$ **1,000.00 per tax parcel #**
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 **City of Platteville** _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: ~~Seller is including in the purchase price the Property, all Fixtures on the Property on~~
15 ~~the date of this Offer not excluded at lines 17-18, and the following additional items: See Addendum to Residential Offer to~~
16 **Purchase** _____.

17 ■ NOT INCLUDED IN PURCHASE PRICE: **See Addendum to Residential Offer to Purchase** _____.

18 _____
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented**
20 **and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
22 **included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
26 **running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before 60 days after the Offer is submitted to Seller _____ Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Larry Bierke

39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (608) 348-7812 Buyer: (_____) _____

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): citymanager@platteville.org

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. ~~At time of Buyer's occupancy, Property shall be in~~
 59 ~~broom-swept condition and free of all debris and personal property except for personal property belonging to current tenants,~~
 60 ~~or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.~~

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than **60 days after acceptance**
117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 ~~real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association~~
120 ~~assessments, fuel and _____.~~

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130 **Taxes will not be prorated and any outstanding taxes will be paid by Buyer** _____.

131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are **Seller has no knowledge of any current leases.**

143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

448 **REAL ESTATE CONDITION REPORT** ~~Wisconsin law requires owners of property which includes 1-4 dwelling units to~~
449 ~~provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been~~
450 ~~inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,~~
451 ~~personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The~~
452 ~~law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the~~
453 ~~contract of sale . . . , to the prospective Buyer of the property a completed copy of the report A prospective Buyer who does~~
454 ~~not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of~~
455 ~~sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission~~
456 ~~rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is~~
457 ~~submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding~~
458 ~~rescission rights.~~

459 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated **See beginning at Line 165** _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163 _____
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer waives its right to receive a Real Estate Condition Report. See
166 **ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE FOR ADDITIONAL TERMS AND PROVISIONS CONCERNING**
167 **PROPERTY CONDITION REPRESENTATIONS**

168 _____
169 _____
170 _____
171 _____
172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216

217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines

234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

278 **DEFAULT** ~~Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and~~
279 ~~conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the~~
280 ~~defaulting party to liability for damages or other legal remedies.~~

281 ~~If Buyer defaults, Seller may:~~

282 ~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~

283 ~~(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual~~
284 ~~damages.~~

285 ~~If Seller defaults, Buyer may:~~

286 ~~(1) sue for specific performance; or~~

287 ~~(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.~~

288 ~~In addition, the Parties may seek any other remedies available in law or equity.~~

289 ~~The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the~~
290 ~~discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution~~
291 ~~instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of~~
292 ~~law those disputes covered by the arbitration agreement.~~

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

Property Address: _____

304 N/A **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
 305 property located at _____, no later than _____. If Seller accepts
 306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
 307 waiver of the Closing of Buyer's Property Contingency and _____

308
 309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
 310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
 311 Receipt of said notice, this Offer shall be null and void.

312 N/A **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
 317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 319 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
 320 Offer except: none

321 _____ If "Time is of the Essence" applies to a date or
 322 _____, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
 323 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by ~~warranty deed~~ ^{quit claim}
 327 ~~(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~
 328 ~~provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements~~
 329 ~~entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use~~
 330 ~~restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate~~
 331 ~~Condition Report and in this Offer, general taxes levied in the year of closing and~~ Seller makes no representations regarding
 332 the status of title or any liens, encumbrances, easements, municipal or zoning ordinances, recorded building and use
 333 restrictions and covenants that may affect Buyer's intended use of the property. SEE ADDENDUM TO RESIDENTIAL
 334 OFFER TO PURCHASE for additional terms and provisions.

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
 338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
 339 **improvements to Property or a use other than the current use.**

340 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 344 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
 345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
 350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
 351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 352 exceptions, as appropriate.

353 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
 355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
 356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
 357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
 358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
 359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
364 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
365 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
366 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
367 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
368 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.

373 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
374 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
375 **disbursement agreement.**

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
404 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
405 **material terms of the contingency.**

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached **ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE** is/are made part of this Offer.
435 **ADDITIONAL PROVISIONS/CONTINGENCIES** IF ATTACHED HERETO, BUYER'S PROPOSAL DATED _____, 2014
436 **SUBMITTED IN RESPONSE TO SELLER'S REQUEST FOR PROPOSALS DATED _____, 2014 IS INCORPORATED**
437 **INTO THIS OFFER.**

438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Brian C. McGraw, Attorney at Law

444 _____ on _____.

445 (x) _____

446 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

447 (x) _____

448 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (x) _____

456 Seller's Signature ▲ Print Name Here ► Larry Bierke, Platteville City Manager Date ▲ _____

457 (x) _____

458 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE

Seller: City of Platteville, Wisconsin (hereinafter referred to as "Seller" or "Owner").

Buyer: _____ (hereinafter referred to as "Buyer").

Street Address: _____ City/State: Platteville, Wisconsin

In the event any provision of this Addendum To Residential Offer to Purchase dated _____, 2014 ("**Addendum**") conflicts in whole or in part with any of the terms of the Residential Offer to Purchase between Buyer and Seller (the "**Offer to Purchase**"), the provisions of this Addendum will control (the Offer to Purchase, and this Addendum to Residential Offer to Purchase are collectively referred to hereinafter as the "**Contract**"). Seller owns fee simple title to the Property (as defined herein) and has full authority to enter into, perform and enforce the terms of the Contract. Buyer shall neither assign its rights nor delegate its obligations under the Contract without obtaining Seller's prior written consent, which may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under the Contract. Any other purported or attempted assignment or delegation without obtaining Seller's prior written consent shall be void and of no effect.

BUYER AND SELLER AGREE AS FOLLOWS:

(A) **NO REPRESENTATION OR WARRANTIES: PROPERTY SOLD "AS IS."** Buyer acknowledges and understands that the Property (Property is herein defined to be the property and improvements, if any, which are the subject of the Contract) is being sold as-is, and with all faults. Buyer further acknowledges and understands that the Property was acquired by the Seller through a foreclosure action, and, therefore, the Seller was not an owner-occupant and its information concerning the Property and its condition is limited. Seller makes no representations or warranties as to the Property, any Conditions Affecting The Property Or Transaction (as defined in Lines 64-115), any Defect (as defined in Lines 182 – 184), the Property's systems, the serviceability or fitness for a particular use of the Property, any component of the Property, or any Property Dimensions And Surveys (described in Lines 197 – 201). Buyer agrees that in contracting to buy the Property, Buyer has not relied upon any representation or warranty made by the Seller, or any of its officers, directors, employees, agents or representatives. Buyer has been afforded the opportunity to undertake its own investigations and inspections of the Property. Buyer waives any and all rights the Buyer may have under Section 709.02, and any Wisconsin Statutes, to receive a completed copy of the report specified in section 709.03 and any and all rights the Buyer may have under Section 709.02 and Section 709.05 to rescind the contract.

With respect to any item of personal property or fixtures which may be located upon the Property, Buyer is responsible for the removal and proper disposition of any item of personal property or fixtures located upon the Property as of the date of closing. Seller makes no warranty as to title to any item of personal property or fixtures nor does Seller represent that Seller has the right to sell or transfer any item of personal property or fixtures to Buyer.

(B) **SELLER'S OBLIGATIONS WITH RESPECT TO PROVIDING TITLE EVIDENCE.** Seller will provide Buyer with a Commitment for Title Insurance issued by Tri-County Title Services within 30 days of the date of Acceptance of the Offer to Purchase. Buyer shall have 10 days thereafter to notify Seller of any objections to the Exceptions to Coverage noted in Schedule

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B-2 of the Title Commitment and cancel the Contract. The Buyer's failure to notify Seller of any objection and to cancel the Contract within the time period provided shall be deemed a waiver of Buyer's right to object to the status of title as disclosed in the Title Commitment. Should Buyer cancel the Contract, pursuant to this Paragraph B, Seller shall return Buyer's Earnest Money Deposit within 5 days.

Seller makes no warranty as to the status of title, any outstanding liens, encumbrances or easements, any interests of other persons or entities in the property, or any other matter which may affect Buyer's use and enjoyment of the property. BUYER IS PURCHASING THE PROPERTY "AS IS" and waives any claim against Seller arising from or in connection with Seller's conveyance of title to Buyer as called for under the Contract.

- (C) **EARNEST MONEY DEPOSIT/LIQUIDATED DAMAGES.** The Earnest Money Deposit shall be held by Seller pending the closing of the transaction and shall be applied towards the purchase price at the closing. Should Buyer default and the transaction fail to close, Seller may retain the Earnest Money without further notice to Buyer. Should Seller default, Seller shall promptly return Buyer's Earnest Money Deposit.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, IF BUYER HAS NOT TERMINATED THE CONTRACT AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE CONTRACT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE CONTRACT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THE CONTRACT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEY'S FEES, NOR WAIVE OR AFFECT SELLER'S RIGHT AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THE CONTRACT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING THE FOREGOING, IF BUYER INTERFERES WITH OR MAKES ANY ATTEMPTS TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO BUYER, AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST BUYER PROVIDED AT LAW AND IN EQUITY. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE DAMAGES PROVISION CONTAINED IN THIS SECTION.

- (1) **No Specific Performance.** As material consideration to Seller's entering into the Contract with Buyer, Buyer expressly waives the (a) remedy of specific performance on account of Seller's default under the Contract, and (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property.

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(2) No Contesting Liquidated Damages. As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time the Contract was made.

(D) TRANSFER OF TITLE. Seller will transfer title by means of a Quitclaim Deed (the "Deed"). The acceptance of the Deed by the Buyer will be deemed to constitute full compliance by the Seller with all of the terms and conditions of the Contract.

(E) LEASES. To Seller's knowledge, there are no leases of the Property.

(F) CLOSING DATE/ TIME OF THE ESSENCE. It is agreed that time is of the essence with respect to all dates specified in the Contract and any addenda, riders or amendments thereto.

Buyer assumes all liability in providing all necessary information to their lender, if applicable. Furthermore, Buyer shall instruct their lender and attorney to work in conjunction with the Seller's attorney and/or title company to ensure that there is no delay in closing. Buyer will not be given possession, and may not occupy the premises prior to closing and disbursement of sale proceeds to Seller. Buyer shall be considered in default of the Contract in the event Buyer occupies or alters the Property or permits it to be altered prior to closing, unless provided for in the Contract.

(G) MISCELLANEOUS.

(1) Limitation of Damages. BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SELLER AND/OR OWNER SHALL UNDER NO CIRCUMSTANCE BE RESPONSIBLE TO BUYER FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNT OF THE DEPOSIT, AND UNDER NO CIRCUMSTANCE SHALL SELLER AND/OR OWNER BE RESPONSIBLE OR LIABLE FOR ANY SECONDARY, CONSEQUENTIAL, COMPENSATORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ASSOCIATED WITH THE INABILITY TO POSSESS THE PROPERTY, UNINHABITABILITY, INCONVENIENCE OR LOSS OF TIME OR USE AS A RESULT OF DEFECTS. LIKEWISE, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SELLER AND/OR OWNER WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE TO BUYER DUE TO ANY RADON GAS OR OTHER HAZARDOUS MATERIALS OR SUBSTANCES, WHETHER NATURAL OR ARTIFICIAL, WHICH MAY BE LOCATED WITHIN THE SOIL OR SUBSURFACE ROCK WITHIN THE LOT OR WITHIN ANY PART OF THE PROPERTY, ANY AND ALL OF WHICH ARE HEREBY WAIVED AND FORGIVEN BY BUYER TO SELLER AND OWNER, WHETHER THEY NOW EXIST OR HEREAFTER ARISE.

(2) Waiver of Jury Trial. BUYER WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO ANY ASPECT OF THE PROPERTY IN CONNECTION WITH THIS CONTRACT, ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS PURCHASE OR FOR ANY OTHER CLAIM RELATING TO OR BETWEEN THE PARTIES TO THIS CONTRACT OF WHATSOEVER KIND OR NATURE, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY AND ALL CLAIMS ARISING FROM, RELATED TO OR IN CONNECTION WITH INJURIES SUSTAINED IN CONNECTION WITH THE PROPERTY. BUYER MAKES THIS WAIVER KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY AND BUYER ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATION OF FACT TO INDUCE BUYER TO MAKE THIS JURY TRIAL WAIVER OR IN ANY MANNER OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. BUYER FURTHER ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION

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WITH THE TRANSACTION AND WITH RESPECT TO THIS CONTRACT AND IN THE MAKING OF THIS WAIVER SELECTED BY BUYER'S OWN FREE WILL AND THAT BUYER HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. BUYER FURTHER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS JURY TRIAL WAIVER AND FULLY INTENDS THAT THIS WAIVER SHALL BE READ AS BROADLY AS POSSIBLE AND SHALL EXTEND TO ANY AND ALL CLAIMS, DISPUTES, CAUSES OF ACTION, IN CONNECTION WITH THE PROPERTY, ANY INJURY, DAMAGE, OR ANY OTHER CLAIM ARISING AS A RESULT OF THIS TRANSACTION, THE PURCHASE OF THE PROPERTY, OR ANY MATTER RELATED THERETO.

(3) Binding Nature. This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, as permitted hereunder, assigns.

(4) Attorneys' Fees. Subject to the limitation upon damages recoverable by Buyer as set forth hereinabove, the prevailing party in connection with any litigation arising out of this Contract shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, which reasonable attorneys' fees shall include but not be limited to paralegal and legal assistant fees and those reasonable attorneys' fees incurred by such prevailing party for the services of such prevailing party's attorney(s) at all judicial levels.

(5) No Recording. Buyer agrees that neither this Contract nor any notice or memorandum hereof shall be recorded in the Public Records of the County, State or jurisdiction where the Property is located or any other public records. Any such recording by Buyer or anyone acting by, through or under Buyer shall constitute a material breach by Buyer of this Contract and shall entitle Seller to invoke the default provisions hereof.

(6) Entire Agreement. This Contract represents the entire agreement of the parties hereto and supersedes any and all agreements and understandings between the parties hereto, whether oral or written. No statement, representation or other inducement made prior hereto, whether written or oral, unless included as a part of this Contract, shall be of any force or effect or may be relied upon by Buyer.

SELLER:

BUYER:

CITY OF PLATTEVILLE,

By: Larry Bierke, City Manager

By: _____,
Title

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