

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, October 28, 2014 at 7:00 PM in the Council Chambers at 75 North Bonson Street, Platteville, WI.

COMMON COUNCIL AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. 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 – 10/6/14 and 10/14/14 Special Council Meetings and 10/14/14 Regular Council Meeting
 - B. Payment of Bills
 - C. Appointments to Boards & Commissions
 - D. Licenses
 - 1. One-Year and Two-Year Operators Licenses
- IV. CITIZENS' COMMENTS, OBSERVATIONS and PETITIONS, if any** – Please limit comments to no more than five minutes
- V. REPORTS**
 - A. Committee Reports (Council or Staff Representative)
 - 1. Airport Commission (Daus) 9/8/14
 - 2. Water and Sewer Commission (Bonin) 9/18/14
 - 3. Police and Commission (Denn) 9/2/2014
 - 4. Library Board (Nickels) 9/2/14
 - 5. Library Board Closed Session (Nickels) 9/15/14
 - 6. Commission on Aging (Bonin) 9/19/14
 - 7. Historic Preservation Commission (Kilian) 9/23/14
 - 8. Platteville Community Safe Routes Committee (Seeboth) 9/15/14
 - 9. Parks, Forestry, and Recreation Committee (Seeboth) 8/18/14
 - B. Other Reports
 - 1. Department Progress Reports
 - 2. City Attorney Itemized Statement

VI. ACTION

- A. Proposed 2015-2019 Garbage and Recycling Contract [10-14-14]
- B. Loan and Development Agreement: 25 East Main Street [10-14-14]
- C. Kallembach Development Agreements [10-14-14]
 - 1. 375 Irene Street
 - 2. 235 Third Street
 - 3. 260 South Chestnut Street
 - 4. 310 West Gridley Avenue
 - 5. 185 Center Street
 - 6. 430 South Chestnut Street

VII. INFORMATION AND DISCUSSION

- A. Entry Design Signage
- B. Kallembach Development Agreements
 - 1. 565 West Cedar Street
 - 2. 255 Division Street
 - 3. 335 Division Street
 - 4. 420 and 440 Southwest Road
- C. Contract 18-14 Snow and Ice Removal
- D. 2015 Budget
- E. Council Meeting Schedule

VIII. 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.

- A. Library Block Development
- B. LMI Housing Development
- C. Downtown Properties

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
OCTOBER 6, 2014

The special meeting of the Common Council of the City of Platteville was called to order by President Nickels at 5:00 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

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

WORK SESSION

2015 Proposed Executive Budget – The Council met to discuss the proposed budget that the City Manager Larry Bierke distributed at the September 23 Council Meeting and to provide an opportunity for Department Heads with concerns to address the Council. Bierke provided an overview of the packet of information that was provided to the Council which included memos from the following departments: Police; Administrative Services, Community Planning & Development; Library, Museum, and EMS, and a memo addressing budget questions for Barb Daus, City and Water/Sewer yearly debt service payment summary for Amy Seeboth-Wilson, a handout addressing work force information (2014 vs. 2010) for Mike Denn, and wage/benefit information for city employees. Noted that the Staff is still working on providing 5 year revenue/expense trend information requested from Seeboth-Wilson. Eight departments were present to address the Council.

EMS – EMS Administrator Brian Allen noted that a 1.5% wage increase was proposed for employees who work more than half-time in the 2015 budget and requested that the EMT's be given a raise as well. EMT's are on duty 24/7/365 and have not seen an increase in wages for 2 years. Allen noted that a wage increase of 1.5% would be approximately \$2,369 including benefits. This wage increase could be offset by the increase in revenue due to the increase in EMS calls. Allen also explained that EMT's do not receive anything extra from working holidays. Since there is no incentive to work holidays, it is getting increasingly difficult to get anyone to work. He requested that the EMT's working a holiday (such as Easter, Thanksgiving, Christmas Eve, Christmas Day, and Christmas night) receive a small bonus or time and a half like other city employees when they are working on a holiday. Discussion was held about offering holiday pay and bonus pay for being on call. *For the next meeting, the Council requested the cost if the EMT's were paid a bonus for working/being on call for five holidays.*

Senior Center – Senior Center Director Connie Steinhoff distributed a memo that supported the City Manager's request for a second part-time assistant at the Senior Center. Steinhoff explained that the Senior Center business hours total 38 hours per week and a staff person is required in the building during business hours. The current staff consists of a 25 hours per week director and a 25 hours per week assistant. All of the assistant's hours are staffing hours. The director staffs 2 days per week (a total of 14 hours), leaving only 11 hours per week for administrative, planning, outreach, etc. Having only 2 p/t employees makes it difficult to plan vacation time or respond to sick time needs without interruption of service to the seniors (they have had to close several times this year). The cost for an additional p/t (20 hrs) assistant is \$10,115 including benefits. Daus requested membership numbers – City of Platteville residents vs. non-residents. She noted that the Senior Center is entirely supported by City tax dollars and would like to see other budgets from cities who have senior centers. Nickels noted that Platteville is the only Senior Center in Grant County, and when she looks at what the City already does and with no revenue in stream, she has a hard time supporting the request. Denn stated that a large portion of the people using it are Platteville citizens and paying taxes. Discussion was also held regarding the van, delivering meals, and the Senior Center bus. *The Council requested the number of residents using the facility for the next meeting.*

Museum Department – Museum Director Steve Kleefisch explained that the proposed budget only provided funding for the Museum Director through May due his retirement and included payout of his accumulated sick leave. The Museum Board had no direction from the Council that the position would not be filled after the director's retirement and asked that the Council consider funding the Museum Director position for the entire year so that funding is available if the position is re-filled. Nickels and Stockhausen reported that the Museum Working Group has been meeting over the past month and one of their recommendations is to fund the position for a full year in 2015. *The Council requested the Finance Dept to provide the additional cost to fund the Museum Director position for the full year in 2015 for the next meeting.*

Library – Interim Library Director Erin Isabell introduced newly hired Library Director Jesse Lee-Jones to the Council. Isabell informed the Council that the new Library Director will not be seeking health benefits – a savings of \$15,000-\$17,000. She then addressed the cut of \$5,000 in the building and grounds line item, stating that the reduction would be detrimental to the upkeep of the current building. Last year this same line item was cut by \$7,000, even though the average spent over the past five years was \$16,000. They ended up using some of their County funds to help cover the deficit. In 2015 County funding will be lowered by almost \$20,000 (as a result of electronic downloads not being allowed to be counted as circulation by the federal government). Discussion was held about the status of the Library Block Project with City Manager Bierke stating that at this time there were no signed agreements. *It was the consensus of the Council to reduce the health benefit budget accounts accordingly for the new Library Director and add \$5,000 to the Library Building & Grounds line item.*

Finance Department – Director of Administration Duane Borgen requested a wage increase for the Deputy Treasurer (\$.49/hr) and Benefit Specialist/Accounting Assistant (\$.81/hr) due to additional responsibilities resulting from the eliminated Water & Sewer Office Manager position in 2012. The additional cost was \$2,911 including benefits.

Police Department – Chief Doug McKinley addressed the following concerns:

1. Pay Differential between Police Sergeants and Police Officers – The 2014 budget accounted for a 10% wage differential and with the recent increases for the unionized police officers, he feels it is vital to maintain this 10% differential in the 2015 budget. The increased cost was not provided.
2. Sergeant Shift Pay – Recommended an additional \$.05/hr for shift differential pay (hrs worked between 7 PM & 7 AM) for Police Sergeants. The cost was \$200-\$250.
3. Police Secretary Wages – The 2014 budget accounted for an additional \$1.41/hr wage increase for the two secretaries (1 f/t and 1 p/t). When he made this request, he asked that the amount be increased for a total of three years to bring them up the same level as their peers in City Hall. The cost was \$4,400.
4. Lieutenants Pay Disparity –The two lieutenants are very much equals in terms of rank and their duties frequently overlap. One lieutenant has been with the City longer and when the City took away the longevity pay benefit, their wages were based on the base amount plus longevity. The cost was \$3,900.
5. Dispatchers – Recommend that they return to a 40 hour week. They are a 24/7 agency and he believes there is no cost savings to the 37 hour work week. They have had instances where they had p/t staff putting in 80 hours and f/t staff putting in 74 hours in a pay period. The cost was approximately \$14,000.
6. IT Office Manager – Proposed to add back in \$3,000 of the \$6,000+ that was budgeted in 2014 and removed in the 2015 for computer support/IT budget to the Police Office Manager position. CompuNet doesn't have a physical presence and the Office Manager will continue to assist CompuNet and provide daily onsite computer support to PD staff.

The Council requested salary and benefits for each individual employee in the police department for the next meeting.

Discussion was held about the DARE program which is no longer available and the intent of the PD to research and possibly apply for a (COPs) grant that could possibly result in assigning an officer to School Resource Officer position to serve as a liaison with the School District and the students. They will reach out to the school district and explore their interest and potential cost sharing options in the position. No costs are included in the 2015 budget.

Community Planning & Development Department – Director Joe Carroll addressed two areas of concern in the building inspection budget. First was a request for \$1,200 for a car allowance for the building inspector that wasn't included in the proposed budget. The building inspector currently uses his own vehicle for inspections. There is a city vehicle that he could use (currently used by the Parks Dept), but it's a very small, lightweight, rear-wheel drive pickup that doesn't do well at muddy or snowy sites. Carroll noted that the \$1,200 is less than the amount budgeted last year for gas/oil/repairs for the city vehicle. After discussion, *it was the consensus of the Council to include \$1,200 for a car allowance for the building inspector.* Daus suggested that a magnetic sign or something of the nature with the "City of Platteville" be used on the building inspector's vehicle when he is out on City business. The second issue Carroll addressed was his request of \$4,000 for overtime, which was reduced to \$1,000 in the proposed budget. This would allow the inspector to spend more time on inspection duties, including construction related activities and property maintenance issues. Due to the interest by the City Manager and Council in providing more enforcement of property maintenance codes, Carroll offered to have this enforcement done through a combined effort of the building inspector and himself. He had already started to do this in the summer and plans to continue, primarily on Fridays when City Hall is closed. With his time and the additional time provided to the building inspector, he thought it would address the property maintenance issues in the City. Carroll noted that he wasn't involved in the proposal to hire an additional building inspector, so he couldn't comment on it. Kilian and Denn were against adding overtime for the building inspector. *It was the consensus of the Council to not hire an additional building inspector and delete from the budget.*

Public Works – Director of Public Works Howard Crofoot handed out a memo that requested the following:

1. Street Maintenance
 - a. Equipment Repairs – Proposed \$9,500 and only \$6,000 was included. Crofoot was concerned that in 2013 they spent \$8,900 in repairs, and as of the end of September 2014, they have already spent over \$6,000. Discussion was held that there was \$3,000 more in the materials and supplies account than requested that could be transferred to the equipment repairs account.
 - b. Salt – Proposed \$120,000 and only \$90,000 was included. In 2013 they spent over \$115,000 and have spent over \$37,000 this year with winter approaching. The State bid for salt is \$63.60 this year. The City purchased over \$101,000 this year. Questions were asked about the use of salt. Crofoot stated that they use a 50/50 mix, don't salt down to bare pavement, and don't pretreat. Daus asked him to look into pretreating. *It was the consensus of the Council to add \$15,000 for a total of \$105,000.*
 - c. Gas & Oil – Proposed 65,000 and only \$50,000 was included. In 2013 they spent over \$58,000 and as of 9/30 they have spent over \$45,000. *It was the consensus of the Council to add \$10,000 for a total of \$60,000.*
2. Storm Sewer Maintenance – Crofoot explained that due to the uncertainty of when the State will be imposing storm water regulations on the City, he had recommended a significant increase in the supplies, contractual, and professional services portions of the budget which did not make it into the proposed budget (\$65,000). He just wanted the Council to be aware that he may need to come back to request an increase or budget amendment to meet the new regulations once they are enforced.
3. 40 Hour Work Week – The City Manager proposed a 1.5% wage increase for all permanent staff (20 hrs+). Crofoot asked the Council to instead consider giving the equivalent dollar amount to increase working hours above the current 37 per week. He feels that morale has suffered since the imposition of furlough days and reduction of hours and thinks it's a better use of taxpayer dollars to get

additional work from the employees. To pay for this, he recommended a freeze in compensation until the hourly employees are back to 40 hours per week. If the City gets in a crunch again down the road, they could reduce hours again. Stockhausen, Kilian and Denn expressed favor. *The Council requested financial information regarding how many hours the 1.5% proposed increase would add to the 37 hour employees.*

This concluded concerns by the Department Heads.

The City Manager will provide an Excel spreadsheet with all the changes made thus far to the budget prior to the next budget meeting.

Daus requested an increase to the PAIDC budget in TIF#6 to provide a new computer, printer, cell phone, and IPAD (\$4,000) for the director recently hired. Bierke noted that the City doesn't have anything to do with the PAIDC budget, that the City just writes a check. Borgen pointed out that there is already an advance to TIF#6 from the General Fund in the amount of \$196,000. *It was the consensus of the Council to add \$4,000 to the PAIDC budget.*

Kilian pointed out that in the proposed budget, there were numerous places where the portions of the description boxes were cut off. Finance Director Valerie Martin stated that the full text boxes would be printed with the final budget.

Questions were asked why certain things such as the taxi service consolidation wasn't included in this budget and whether an updated budget would be provided for the next budget meeting. Bierke explained that the numbers included were as of mid-September and that like last year, a spreadsheet will be provided after each budget meeting prior to the next meeting that lists all the updates and changes by the Council made to date. There were other areas of the budget questioned by the Council and clarified in the proposed budget – CIP-Library Building Fund, trail maintenance, trail donations, City Hall, voting machines, auditorium.

Bierke concluded with an update of changes made since the printing of the proposed budget and a review of the changes to the budget made by the Council at this meeting. They will all be included in a spreadsheet for the next meeting.

The next budget meeting will be set up for later this month.

ADJOURNMENT

Motion by Seeboth-Wilson, second by Denn to adjourn. Motion carried on a roll call vote. The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Jan Martin, City Clerk

PLATTEVILLE COMMON COUNCIL PROCEEDINGS
OCTOBER 14, 2014

The regular meeting of the Common Council of the City of Platteville was called to order by Council President Eileen Nickels at 7:01 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-Wilson, and Barbara Stockhausen. Absent: None.

CONSIDERATION OF CONSENT CALENDAR

Motion by Bonin, second by Denn to approve the consent calendar as follows: September 23, 2014 Council Meeting Minutes; Payment of Bills in the amount of \$1,130,701.64; September Financial Report; Re-Appointment of William Kloster and Appointment of Jason Klovning to the Airport Commission; One-Year Operator License to Travis M Deibner, Caleb WA Dykema, Brad J Frick, William E Johnson Jr, Taylor M Meyer, and Jenna J Webb; Two-Year Operator License to Kevin D Cardin, Brad A Debroy, Tanner M Jansen, Rebecca A Kessler, Elizabeth M Martin, Katharine P Rowan, Sarah L Schultz, and Amanda Valencia; and Taxi Operator License to William A Richard. Motion carried 7-0 on a roll call vote.

CITIZENS' COMMENTS, OBSERVATIONS AND PETITIONS, if any.

Former director Melissa Pahl introduced the new Platteville Area Industrial Development Corporation (PAIDC) Executive Director, Ela Kakde to the Council.

Arlene Siss of 130 N Hickory Street invited all to a pasty dinner fundraiser for the historical Stone Cottage on October 24.

REPORTS

- A. Committee Reports – Meeting reports were submitted by the Museum Board, Commission on Aging, Police & Fire Commission, and Redevelopment Authority. Daus thanked all who attended the recent ribbon cutting ceremony for the new taxi lanes and hangar development at the Airport and announced that the Airport is actively seeking people to construct hangars.
- B. Other Reports
 1. September Airport Financial Report
 2. September Water & Sewer Financial Report
 3. Department Progress Reports – Written progress reports of department operations and activities were submitted by Public Works, Senior Center, City Attorney, Director of Administration, Recreation, Community Planning & Development, Police, EMS, and Museum. Public Works Director Howard Crofoot updated the Council on the status of the Broadway Street reconstruction. Phase 1 is complete, Phase 2 was supposed to be completed at the end of August, and Phase 3 is due to be complete by November 7. The City has been withholding \$1,000 per day from the contractor for every day the project overruns.

ACTION

- A. *Ordinance 14-16 Repealing and Recreating Section 38.03 Speed Limits on Business Hwy 151* – City Manager Larry Bierke reviewed that at the last meeting the Council heard a proposal that would change the speed limits on Business Hwy 151. The concept was brought forward by Council member Stockhausen in an effort to slow vehicular traffic in and around the busier business corridor and intersection on Business Hwy 151. Ideas had been suggested about sidewalks and crossing lights needed for the increased amount of pedestrians in that area. Bierke noted that those ideas have substantial costs related and suggested that perhaps one of the steps the Council could take before going that far would be to reduce the speed limits. The proposed ordinance looks at reducing

the speed limit from 40 mph to 35 mph where the four lanes become two lanes: reducing the speed limit from 30 mph to 25 mph where those two lanes come down the hill and cross Valley Road and stay at 25 mph all the way to the Chamber of Commerce and then speed back up to exit the community. Kilian didn't believe it was a good idea to encourage pedestrian traffic by changing the speed limit without marked crosswalks or traffic signals and expressed a concern with intoxicated pedestrian traffic on Court Street. Bonin disagreed with Kilian and stated that he would like to help the pedestrians by slowing down the traffic because they were going to be walking there regardless. Stockhausen supported reducing the speed limit because she sees students walking down Water Street and turning on Bus Hwy 151 to go to those restaurants and would like to approach the County to start slowing down the traffic earlier once the City changes. Denn thought it would be better to just enforce the speed limit rather than reducing the speed limit and was concerned that there will be increased congestion if the speed limit is reduced. Daus supported the decreased speed from 30 mph to 25 mph in the "restaurant corridor", but didn't see a need to reduce the current 40 mph to 35 mph in the other areas. She expressed concern about the danger of people coming out of Country Inn in the dark and crossing traffic on Water Street in the middle of the road to go to Walgreens. Discussion was held about the traffic transition from 40 mph down to 25 mph. Denn noted injury and accident rates have gone down each year on Hwy Bus 151 since 2010. Seeboth suggested that three years wasn't much data to work with and suggested that 5-10 years be used. Motion by Daus, second by Kilian to table action and direct Staff to work with the County/Township to help make a more consistent reduction of speed down to 25 mph and also have staff take a look at a step-down speed of traffic by East Valley Road bridge with perhaps having a light that blinks at the top of the hill, and bring back at a later date. Motion carried 5-2 on a roll call vote with Seeboth-Wilson and Bonin voting against. Kilian asked to have current and proposed speed limits on a map for the next discussion. Seeboth asked Staff to make some recommendations on how to solve the pedestrian problem beyond the speed limit.

- B. *Grant County Highway Construction Aids* – Director of Public Works Howard Crofoot explained that annually the City sends \$2,000 in escrow to Grant County for street construction projects and Grant County matches the funding. After the project is complete, the City requests and receives the full \$4,000. Motion by Kilian, second by Denn to approve the petition to allocate \$2,000 of 2015 budget money for Fourth Street reconstruction to receive \$4,000 from Grant County. Motion carried 7-0 on a roll call vote.

INFORMATION AND DISCUSSION

- A. *Proposed 2015-2019 Garbage and Recycling Contract* – Requested approval of contract to Faherty, Inc. for solid waste and recycling service for 2015-2019 for residential properties (1 and 2 family) to include City properties. Action at next meeting.
- B. *Loan and Development Agreement: 25 East Main Street* – Recommendation from the RDA to have the City borrow \$172,000 from Fidelity Bank, to be loaned to Wall Properties for remodeling 25 E Main Street, subject to a developer agreement. Action at next meeting.
- C. *Kallembach Development Agreements* – Requested approval of proposed development agreements for 375 Irene Street, 235 Third Street, 260 S Chestnut Street, 310 W Gridley Avenue, 185 Center Street, and 430 S Chestnut Street. Action at next meeting.

CLOSED SESSION

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

ADJOURNMENT

Motion by Denn, second by Seeboth-Wilson to adjourn. Motion carried 7-0 on roll call vote. The meeting was adjourned at 9:55 PM.

Respectfully submitted,

Jan Martin
City Clerk

DRAFT

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ADJOURNMENT

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Respectfully submitted,

Jan Martin
City Clerk

DRAFT

SCHEDULE OF BILLS

MOUND CITY BANK:

10/14/2014	Schedule of Bills	(#56731)	\$	1.00
10/17/2014	Payroll (Net Checks)	(56732-56737)	\$	3,265.12
10/17/2014	Payroll (ACH Deposits)	(136965-137095)	\$	102,877.22
10/17/2014	Schedule of Bills	(56738-56757)	\$	76,598.57
10/22/2014	Schedule of Bills	(56758-56819)	\$	72,109.97
	Total		\$	<u>254,851.88</u>

The above listed bills are OK for payment and are thus recommended to the Council for payment. Exceptions are noted and may be discussed at the Council meeting.

Check Issue Date(s): 10/09/2014 - 10/22/2014

Report Criteria:

Check.Bank No = 1

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
10/14	10/09/2014	56731	FIESTA CANCUN AUTHEN	EASEMENT FOR THE MPO TRAIL	EASEMENT	1	1.00	1.00
10/14	10/17/2014	56738	AFLAC	MONTHLY PREMIUMS FLEX AFLAC Pay Period: 10/11/2014	PR1011140	1	489.81	
				MONTHLY PREMIUMS NON FLEX AFLAC INSURANCE Pay Period: 10/11/2014	PR1011140	2	405.22	895.03
Total 56738							895.03	
10/14	10/17/2014	56739	INTERNAL REVENUE SER	FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 10/11/2014	PR1011140	1	9,561.58	
				FEDERAL INCOME TAX SOCIAL SECURITY Pay Period: 10/11/2014	PR1011140	2	9,561.58	
				FEDERAL INCOME TAX MEDICARE Pay Period: 10/11/2014	PR1011140	3	2,236.14	
				FEDERAL INCOME TAX MEDICARE Pay Period: 10/11/2014	PR1011140	4	2,236.14	
				FEDERAL INCOME TAX FEDERAL WITHHOLDING TAX Pay Period: 10/11/2014	PR1011140	5	14,722.79	38,318.23
Total 56739							38,318.23	
10/14	10/17/2014	56740	VANTAGE TRANSFER AG	ICMA DEFERRED COMP ICMA RETIREMENT Pay Period: 10/11/2014	PR1011140	1	270.00	270.00
10/14	10/17/2014	56741	WI DEFERRED COMP BO	DEFERRED COMPENSATION DEFERRED COMPENSATION Pay Period: 10/11/2014	PR1011140	1	2,760.00	
				DEFERRED COMPENSATION WI DEF-ROTH Pay Period: 10/11/2014	PR1011140	2	225.00	2,985.00
Total 56741							2,985.00	
10/14	10/17/2014	56742	WI DEPT OF REVENUE	STATE INCOME TAX STATE WITHHOLDING TAX Pay Period: 10/11/2014	PR1011140	1	6,814.95	6,814.95
10/14	10/17/2014	56743	WI RETIREMENT SYSTEM	WRS RETIREMENT ADDL RETIREMENT WITHHELD Pay Period: 10/11/2014	PR1011140	1	25.00	

Check Issue Date(s): 10/09/2014 - 10/22/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				WRS RETIREMENT EERC GEN RETIRE Pay Period: 10/11/2014	PR1011140	2	6,223.52	
				WRS RETIREMENT EERC PROT RETIRE Pay Period: 10/11/2014	PR1011140	3	2,946.84	
				WRS RETIREMENT EERC W/S RETIRE Pay Period: 10/11/2014	PR1011140	4	1,575.38	
				WRS RETIREMENT ERRC GEN RETIRE Pay Period: 10/11/2014	PR1011140	5	6,223.52	
				WRS RETIREMENT ERRC PROT RETIRE Pay Period: 10/11/2014	PR1011140	6	4,340.25	
				WRS RETIREMENT ERRC W/S RETIRE Pay Period: 10/11/2014	PR1011140	7	1,575.38	22,909.89
Total 56743							22,909.89	
10/14	10/17/2014	56744	WI SCTF	CHILD SUPPORT CHILD SUPPORT-WI SCTF Pay Period: 10/11/2014	PR1011140	1	218.00	218.00
10/14	10/17/2014	56745	ASSOC PATHOLOGISTS &	MEDICAL PAYMENT	10/17/2014	1	41.48	41.48
10/14	10/17/2014	56746	CHIROPRACTIC ASSOCIA	CHIRO CHGS	10/17/2014	1	44.84	
				CHIRO CHGS	10/17/2014	2	135.00	
				CHIRO CHGS	10/17/2014	3	60.00	
				CHIRO CHGS	10/17/2014	4	71.63	311.47
Total 56746							311.47	
10/14	10/17/2014	56747	DEAN CLINIC	MEDICAL PAYMENT	10/17/2014	1	24.46	24.46
10/14	10/17/2014	56748	GRANT CTY CLERK OF Ct	FORFEITURES	10/13/2014	1	197.90	
				FORFEITURES	10/14/2014	1	413.50	
				FORFEITURES	10/15/2014	1	263.50	
				FORFEITURES	10/6/2014	1	827.00	
				BOND-COURTNEY GROOM	12837439	1	10.00	
				BOND-CRAIG P LAFFERTY	12876594	1	10.00	1,721.90
Total 56748							1,721.90	
10/14	10/17/2014	56749	ISABELL, ERIN	FLEX MEDICAL CLAIM REIMB.	10/17/2014	1	376.21	376.21
10/14	10/17/2014	56750	KAUFFMAN, BARBARA	FLEX MEDICAL CLAIM R MEDICAL CLAIM REIMB.	10/17/2014	1	91.71	
					10/17/2014	2	49.26	140.97
Total 56750							140.97	
10/14	10/17/2014	56751	LAFAYETTE CTY CLERK C	BOND-BRADLEY NELSON BURNETT	12878814	1	263.50	263.50
10/14	10/17/2014	56752	MADISON RADIOLOGISTS	MEDICAL PAYMENTS	10/17/2014	1	64.80	64.80
10/14	10/17/2014	56753	MARTIN, VALERIE	FLEX MEDICAL CLAIM REIMB	10/17/2014	1	20.00	
				MEDICAL CLAIM REIMB	10/17/2014	2	2.00	22.00

Check Issue Date(s): 10/09/2014 - 10/22/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 56753							22.00	
10/14	10/17/2014	56754	MEDICAL ASSOCIATES CI	MEDICAL PAYMENTS	10/17/2014	1	185.67	185.67
10/14	10/17/2014	56755	SCOTT, PAMELA	FLEX MEDICAL CLAIM REIMB.	10/17/2014	1	210.06	210.06
10/14	10/17/2014	56756	SOUTHWEST HEALTH CT	MEDICAL PAYMENTS	10/17/2014	1	364.30	
				MEDICAL PAYMENTS	10/17/2014	2	141.29	505.59
Total 56756							505.59	
10/14	10/17/2014	56757	SWC-GINA TROLLOP	MEDICAL CLAIM	10/17/2014	1	319.36	319.36
10/14	10/22/2014	56758	ALLIANT ENERGY/WP&L	ELECTRIC/HEATING-POLI DEPT	10/22/2014	1	42.97	
				ELECTRIC/HEATING-EME MNGMT	10/22/2014	2	6.35	
				ELECTRIC/HEATING-EMS	10/22/2014	3	170.91	
				ELECTRIC/HEATING-STRI LIGHTING	10/22/2014	4	113.94	
				ELECTRIC/HEATING-STOI LIGHTS	10/22/2014	5	394.14	
				ELECTRIC/HEATING-LIBR	10/22/2014	6	988.35	
				ELECTRIC/HEATING-PARI	10/22/2014	7	907.33	
				ELECTRIC/HEATING-POO	10/22/2014	8	36.42	2,660.41
Total 56758							2,660.41	
10/14	10/22/2014	56759	ARING EQUIPMENT CO IN	PARTS/SUPPLIES-STREE DEPT	261033	1	34.25	34.25
10/14	10/22/2014	56760	AXLEY BRYNELSON LLP	LEGAL SERVICES-D KALLEMBACH	603282	1	1,656.96	1,656.96
10/14	10/22/2014	56761	BADGER WELDING SUPP	REFILL OXYGEN - PD	225395	1	29.25	
				REFILL OXYGEN - EMS	225415	1	45.55	
				MONTHLY CYLINDER RENTAL-EMS	3239604	1	12.00	86.80
Total 56761							86.80	
10/14	10/22/2014	56762	BAYCOM INC	POLICE DEPT SUPPLIES	90476	1	253.00	253.00
10/14	10/22/2014	56763	BIG EARTH PUBLISHING	GIFT SHOP SUPPLIES-MUSEUM	415615	1	42.79	42.79
10/14	10/22/2014	56764	BORGEN, DUANE	MILEAGE	10/9/2014	1	95.76	95.76
10/14	10/22/2014	56765	BROWN, JACOB	TRAINING REIMB-POLICE DEPT	9/29-10/3/14	1	51.64	51.64
10/14	10/22/2014	56766	Information Only Check		.00			
10/14	10/22/2014	56767	CARDMEMBER SERVICE	POLICE DEPT CHARGES	9/3-10/2/2014	1	33.84	
				POLICE DEPT CHARGES	9/3-10/2/2014	2	41.07	
				POLICE DEPT CHARGES	9/3-10/2/2014	3	480.10	
				POLICE DEPT CHARGES	9/3-10/2/2014	4	428.69	
				FIRE DEPT CHARGES	9/3-10/2/2014	5	191.40	
				FIRE DEPT CHARGES	9/3-10/2/2014	6	275.00	
				PARKS CHARGE	9/3-10/2/2014	7	41.10	
				RECREATION DEPT CHARGES	9/3-10/2/2014	8	122.95	
				EMS CHARGES	9/3-10/2/2014	9	60.00	
				EMS CHARGES	9/3-10/2/2014	10	98.00	
				EMS CHARGES	9/3-10/2/2014	11	272.88	

V

Check Issue Date(s): 10/09/2014 - 10/22/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
				CHARGES-AIRPORT	10/03/14	14	227.48	2,650.61
		Total 56768					2,650.61	
10/14	10/22/2014	56769	CVIKOTA COMPANY,THE	EMS COLLECTIONS	12169	1	2,832.85	2,832.85
10/14	10/22/2014	56770	DOCTORS PARK PHARM/	PHARMACY SUPPLIES-EMS	EMS 9/30/14	1	865.93	865.93
10/14	10/22/2014	56771	EASTMAN CARTWRIGHT	LUMBER-ST CONCRETE MIX-MUSEUM	20012605 20012612	1 1	2.31 5.52	7.83
		Total 56771					7.83	
10/14	10/22/2014	56772	EMERGENCY MEDICAL PI	AMBULANCE SUPPLIES	1682414	1	172.30	172.30
10/14	10/22/2014	56773	FASTENAL COMPANY	SUPPLIES-MUSEUM SUPPLIES-MUSEUM	WIPIA69989 WIPIA69989	1 2	29.57 45.92	75.49
		Total 56773					75.49	
10/14	10/22/2014	56774	FIRE & SAFETY EQUIP III	RECHARGE EXTINGUISHER-PD	42695	1	51.00	51.00
10/14	10/22/2014	56775	FIREFIGHTER'S DAUGHTI	FIRE PREVENTION SUPPLIES	1721	1	61.60	61.60
10/14	10/22/2014	56776	FIREPROGRAMS	SUPPORT & UPGRADE SERVICE-FIRE DEPT	7714	1	1,005.00	1,005.00
10/14	10/22/2014	56777	FROISETH, MATTHEW	TRAINING REIMB-POLICE DEPT	9/29-10/3/14	1	47.00	47.00
10/14	10/22/2014	56778	GALLS LLC	UNIFORM ALLOWANCE UNIFORM ITEMS-KNOERNSCHILD, RYAN UNIFORM ITEMS-PURKAPILE, KRIS UNIFORM ITEMS-KNOERNSCHILD, RYAN UNIFORM ITEMS-PURKAPILE, KRISTINE	2496766 2496766 2496766 2498731 2512004	1 2 3 1 1	9.65 69.30 102.60 36.12 190.17	407.84
		Total 56778					407.84	
10/14	10/22/2014	56779	GENTHE, JASON	REIMB WORK SHOES	10/11/14	1	158.24	158.24
10/14	10/22/2014	56780	GORDON FLESCH COMP/	COPIES-COUNCIL COPIES-CLERK COPIES-CITY MANAGER	IN10941271 IN10941271 IN10941271	1 2 3	15.00 30.00 428.62	473.62
		Total 56780					473.62	
10/14	10/22/2014	56781	GRANT CTY CLERK OF C	FORFEITURES FORFEITURES BOND-ERIC M LEACH	10/16/2014 10/21/2014 12913776	1 1 1	187.90 207.90 169.00	564.80
		Total 56781					564.80	
10/14	10/22/2014	56782	GUY'S TRUCK & TRACTOI	SERVICE/REPAIRS-FIRE DEPT	KWI008372	1	118.32	118.32

Check Issue Date(s): 10/09/2014 - 10/22/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
10/14	10/22/2014	56783	HAAS, JEFFERY	TRAINING REIMB.	10/8-10/9/14	1	33.90	33.90
10/14	10/22/2014	56784	HARLEY'S CAR CARE & T	TOW TO IMPOUND - PD	2172	1	100.00	
				TOW TO IMPOUND - PD	2175	1	60.00	
				TOW TO IMPOUND - PD	2178	1	70.00	
				TOWING - PD	2180	1	70.00	
				TOW TO IMPOUND - PD	2183	1	60.00	360.00
Total 56784							360.00	
10/14	10/22/2014	56785	IHM BUILDERS	WORK AT MUSEUM	10/8-10/10/14	1	655.00	655.00
10/14	10/22/2014	56786	MAILFINANCE	LEASE PAYMENT POSTAGE MACHINE	N4923054	1	360.60	360.60
10/14	10/22/2014	56787	MENARDS	SHED - CEMETERY	46159	1	4,009.59	4,009.59
10/14	10/22/2014	56788	MOORE, LARRY	STRAW BALE-STREET DEPT	788	1	87.50	87.50
10/14	10/22/2014	56789	MORRISSEY PRINTING IN	JMA NEWSLETTERS	32608	1	88.75	
				NO PARKING SIGNS-PD	32636	1	55.00	143.75
Total 56789							143.75	
10/14	10/22/2014	56790	MY TIRES INC	STREET DEPT CHARGES	92320	1	60.14	60.14
10/14	10/22/2014	56791	OFFICE DEPOT	OFFICE SUPPLIES-PD	73381286100	1	104.85	
				OFFICE SUPPLIES-PD	73448387200	1	75.47	180.32
Total 56791							180.32	
10/14	10/22/2014	56792	OFFICE SUPPLIES 2 U INC	OFFICE SUPPLIES-DPW	WO-6016822-	1	17.14	
				OFFICE SUPPLIES-REC	WO-6016822-	2	28.33	45.47
Total 56792							45.47	
10/14	10/22/2014	56793	PERSONNEL EVALUATIOI	PERSONNEL EVALUATION PROFILE-POLICE DEPT	10798	1	120.00	120.00
10/14	10/22/2014	56794	PIONEER FORD SALES L1	2015 FORD UTILITY	2015 FORD	1	27,138.50	
				7 YEAR 125,000 MILE WARRANTY	2015 FORD	2	2,415.00	
				AMBULANCE WORK	91990	1	129.16	
				AMBULANCE WORK	91990	2	220.30	29,902.96
Total 56794							29,902.96	
10/14	10/22/2014	56795	PLATTEVILLE REGIONAL	GIFT CERTS-POLL WORKERS	1043-14	1	115.00	
				CITY MANAGER CHARGES	10498-14	1	12.00	127.00
Total 56795							127.00	
10/14	10/22/2014	56796	PRECISION AUTOMOTIVE	TOW TO IMPOUND-POLICE DEPT	23015	1	150.00	150.00
10/14	10/22/2014	56797	QUILL CORPORATION	OFFICE SUPPLIES-MUSEUM	6852155	1	52.86	
				OFFICE SUPPLIES-MUSEUM	6852155	2	124.97	177.83

Check Issue Date(s): 10/09/2014 - 10/22/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 56797							177.83	
10/14	10/22/2014	56798	RICHARDS, JUSTIN	FUSES-STREET DEPT	789	1	210.00	210.00
10/14	10/22/2014	56799	SCOTT IMPLEMENT	SUPPLIES-CEMETERY	87534	1	37.63	37.63
10/14	10/22/2014	56800	SENG, NICHOLAS	WORK BOOTS-STREET DEPT	10/08/2014	1	132.92	132.92
10/14	10/22/2014	56801	SHARP ELECTRONICS CC	COPIER MAINTENANCE-CD&P	10114789	1	207.77	207.77
10/14	10/22/2014	56802	SIRCHIE	SUPPLIES-POLICE DEPT	181886-IN	1	88.00	88.00
10/14	10/22/2014	56803	SOUTH CENTRAL LIBRAR	REGISTRATION-LIBRARY	REG 2014	1	12.00	12.00
10/14	10/22/2014	56804	SOUTHWEST HEALTH CE	NEW HIRES DRUG & ALCOHOL TESTING-POLICE	850225 9/17/1	1	23.00	
				RANDOM DRUG & ALCOHOL TESTING-POLICE DEPT	850225 9/17/1	2	23.00	
				NEW HIRES DRUG & ALCOHOL TESTING-EMS	870999 9/28/1	1	46.00	92.00
Total 56804							92.00	
10/14	10/22/2014	56805	SOUTHWEST TECHNICAL	EMS TRAINING	9593	1	113.07	113.07
10/14	10/22/2014	56806	SW WI COMM ACT PROG	CDBG MONTHLY EXPENSES	6400	1	1,361.72	1,361.72
10/14	10/22/2014	56807	SYMBIONT	GRAPHIC INFO SYSTEM MAPPING & PROGRAM SERV-ENGINEERING	42853	1	607.50	607.50
10/14	10/22/2014	56808	TABER, PAUL	WORK BOOTS	09/26/2014	1	158.24	158.24
10/14	10/22/2014	56809	TAPCO	SUPPLIES-STREET DEPT	1464663	1	110.00	
				STREET SIGNS	1467838	1	731.25	841.25
Total 56809							841.25	
10/14	10/22/2014	56810	TRI-COUNTY TITLE SERV	LETTER REPORT - 595 LUTHERAN RON EICHSTAEDT	S-2897	1	75.00	75.00
10/14	10/22/2014	56811	TRI-STATE ADJUSTMENT	AMBULANCE COLLECTIONS	9/30/2014	1	293.51	293.51
10/14	10/22/2014	56812	UNIVERSITY OF WISCON:	REGISTRATION - STREET DEPT	336849	1	240.00	240.00
10/14	10/22/2014	56813	US CELLULAR	CELL PHONE CHGS. - EMS	55078928	1	16.95	
				CELL PHONE CHGS-PARKS	56439075	1	26.30	
				CELL PHONE CHGS-AIRPORT	56439075	2	26.30	
				CELL PHONE CHGS. - FIRE	56439075	3	26.30	
				CELL PHONE CHGS.-STREET	56439075	4	52.60	
				CELL PHONE CHGS. - PD	56439075	5	244.08	
				CELL PHONE CHGS-WATER & SEWER	56439075	6	212.58	605.11

Check Issue Date(s): 10/09/2014 - 10/22/2014

Per	Date	Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	Check Amount
Total 56813							605.11	
10/14	10/22/2014	56814	VON BRIESEN & ROPER	PERSONNEL	9522	1	172.00	172.00
10/14	10/22/2014	56815	WALMART COMMUNITY/C	SUPPLIES-EMS	10/16/14 GEN	1	60.79	
				SUPPLIES-SR CENTER	10/16/14 GEN	2	25.19	
				SUPPLIES-POLICE DEPT	10/16/14 GEN	3	59.00	
				SUPPLIES-POLICE DEPT	10/16/14 GEN	4	8.88	
				SUPPLIES-EMS	10/16/14 GEN	5	79.29	
				SUPPLIES-EMS	10/16/14 GEN	6	5.94	239.09
Total 56815							239.09	
10/14	10/22/2014	56816	WI DEPT OF JUSTICE	RECORD CHECKS - EMS	G3142 10/1/1	1	20.00	20.00
10/14	10/22/2014	56817	WI DEPT OF JUSTICE-TIM	BADGER NET	T18013	1	1,860.00	
				QUARTERLY CHARGE				
				TIME SYSTEM	T18013	2	150.00	
				QUARTERLY BILLING				
				OFFICER SUPPORT	T18013	3	199.50	2,209.50
Total 56817							2,209.50	
10/14	10/22/2014	56818	WISNET	BROADBAND NETWORK	3969	1	1,500.00	1,500.00
				ACCESS FEE				
10/14	10/22/2014	56819	ZOLL MEDICAL CORPORA	AED PLUS W/AED	2169196	1	1,278.30	
				COVER & ACCESSORIES				
				AED PLUS W/AED	2173148	1	5,113.20	6,391.50
				COVER & ACCESSORIES				
Total 56819							6,391.50	
Totals:							148,709.54	148,709.54

Report Criteria:

Check Bank No = 1



BOARDS AND COMMISSIONS VACANCIES LIST

As of 10/14/14

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

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

PROPOSED LICENSES

October 28, 2014

One-Year Operators License

- Brett J Daggett
- Jorge L Huerta
- Nathaniel T Loomer

Two-Year Operators License

- Gabriel B Graber

Approved Minutes of September 8th, 2014 Meeting
As approved at October 13th, 2014 Meeting, Submitted by Doug Stephens
Airport Commission Meeting
September 8th, 2014
Platteville Municipal Airport
5157 Highway 80, Platteville, Wisconsin 53818

I. Call to order by Bill Kloster @ 6PM

Attendance: Bill Kloster (P), Adam Pick (P), Chuck Runde (P), Doug Stephens (P), Ed White (P), Kevin Wunderlin (A), Barb Daus (A), Duane Borgen, Jim Hughes (Airport Manager), Andy Lange and Alaine Olthafer (A&A Aviation), Paula Groom (Wisconsin Dept. of Transportation, Aeronautics Bureau).

II. Approval of Minutes: Motion to approve by Runde, Second by White, that the Commission approve the August 11, 2014 minutes. Passed unanimously.

III. Citizens Comments, Observations and Petitions:

- a. Dr. Jason Klovning, hanger owner, informed the commission of issues regarding access to the rear garage door (8' door, west side, south corner) of his hanger. Klovning stated that every time it rains, the gravel drive washes out. Klovning expressed some concern over the property line near his hanger, specific to construction occurring closer than 20' to that line. Buildings and Grounds Committee to follow up.
- b. Alaine Olthafer asked about getting better-quality drinking water at the airport, suggested the airport evaluate getting bottled water (five-gallon water bottles/w cooler).

IV. Treasurer's Report September 2014: Treasurer's report was distributed in the meeting packet.

- a. Monthly Income Review: Revenue through August was \$72,000. Airport to receive land rent later this fall at harvest time.
 - Fuel promotion was successful.
- b. Monthly Expense Review: Other costs are inline. Airport has approximately \$4,000 of insurance work from the June wind damage.
 - City Loan Interest/City Budget Request: Duane Borgen noted that the City wants short term loan taken care of right away. It was also noted that some of the airport budget items are showing up in the city. Kloster stated that the City will be imposing a 3% fee on the loan. Kloster had submitted a request for a fund of \$60,000, and the City opted for the fund to stay the same at \$40,000. The City is looking for the airport to be self-sufficient. (The money the airport is asking for is to be put toward runway projects. The City Manager desires the airport be a break-even operation.
- c. Motion to Approve Treasurer's Report by Runde, second by White, passes unanimously.

V. Manager's Report: Jim Hughes

a. Operations:

- i. Reported that some EAA traffic/refueling continued into early August. As of Aug. 11th, Monroe's fuel price was \$5.13, Platteville's fuel price was \$5.18. Platteville will maintain their fuel price.
- ii. Flight Operations: August 2014 was 746 flights.
- iii. Fuel Sales MC/V: August 2014 was 3,852.64 gallons 100LL, 2,112.65 gallons Jet-A. Fuel for the trainer airplane was 457.32 gallons.
- iv. Fuel Purchases: 8/19/2014 was 3,976 gallons Jet-A, 9/4/2014 was 4,003 gallons 100LL.
- v. Hughes Aviation was on duty 158 hours in August, Jeff Shea had 122.75 hours in August.

- b. i. Rental status of hangers: One empty hanger in August. We will have two empty hangers after Dr. Jason Klovning moves into his new hanger. Klovning asked for advance notice of when asphalt striping would occur, so he can get his plane out ahead of time.

ii. Building status of private hanger and access road: Nearing completion.

VI. Construction update from DOT

- a. Paula Groom said that paved areas are technically drive-worthy, however contractor will remove barricades when they feel it is drive-worthy. Landscapers are coming this week. Jim Hughes stated that he needs to know tonight, about what will happen with the back side area of Klovning's hanger, so that he can notify the contractor. Answer from Kloster was that the project will go ahead with the work according to plan. The contractor wants to take the things out behind his hanger, but Klovning would need to access through the pavement, so barriers would need to be removed. Klovning is having work done in his hanger by a contractor, and the contractor needs driving access.

VII. Taxiway Project Ribbon Cutting

Kloster would like photos taken and some publicity, and will work with Barb Daus regarding Common Council invite, two newspapers invited. Kloster asked Paula Groom about a DOT press release. Ribbon cutting is anticipated to be sometime around the first week of October. Groom noted that Civil Engineering Students from UW-Platteville will be coming to look at the project at the airport.

VIII. Closed Session pursuant to Wis. Stat. Section 19.85 (1) (e) deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session - Discuss contract extension for Hughes Aviation, LLC.

- a. Motion by White to move to closed session, second by Stephens. Motion passes.
- b. Closed session at 6:58PM

c. Return to open session at 7:27 PM

IX. Motion to Adjourn by Runde, Second by Pick. Meeting Adjourned at 7:27 PM

Approved Minutes submitted by Doug Stephens

WATER & SEWER COMMISSION MINUTES

Monday, September 8th, 2014

4:00 P.M.

President Mark Meyers called the Regular Meeting of the City of Platteville Water and Sewer Commission to order on Monday, September 8th, 2014 at 4:00 p.m. in the Council Chambers of the Municipal Building.

W/S Commission members present: Mark Meyers, Sarah Fosbinder, Ken Kilian, Peter Davis, Barbara Stockhausen and Dick Bonin.

W/S Commission members absent: Caroline Kroll.

City Staff present: DPW Howard Crofoot, Finance Director Valerie Martin, Utility Superintendent Irv Lupee, City Attorney Brian McGraw and City Manager Larry Bierke.

The Consent Calendar was presented for consideration. **Motion by Kilian and seconded by Bonin to approve the Consent Calendar as presented:** August 11th, 2014 Minutes, August Financial Report, August Bank Reconciliation and Investments Report, Payment of Bills (Aug 8th, 2014 – Sept 4th, 2014) and August Water Quality Report. **Motion carried.**

ACTION ITEMS:

Todd and Jen Kasper, residents at 755 Siemers St, came to the Water and Sewer Commission in August to discuss a leak that took place at their property during the 6/16-7/16 billing cycle. The Kasper's are requesting more of an adjustment than the Water/Sewer Department is willing to offer them per policy. Per their research, the Kasper's feel there is no way they used the amount of water recorded for the month as the only thing they have found wrong in the home is a faulty toilet. Utility Superintendent Irv Lupee mentioned that the Kasper's meter was tested for accuracy and came back within all appropriate ranges. The Kasper's argued that there is data online indicating meter jumping problems with Sensus meters and also referred back to the October 14th, 2013, Water and Sewer Commission meeting in which the Commission granted a billing adjustment for the Platteville Free Methodist Church because of similar issues. They are certain that their high bill is a result of a Sensus meter issue and is not the result of a toilet leak. Kilian presented a memo with his findings. He went to the Kasper household to investigate and believes that there is substantial evidence via the internet that proves there are issues with Sensus meters and that this increase in usage for the Kasper's was not a result of a leak but rather a faulty meter. Staff recommends that because the meter tested accurate, the water that went through that meter is the responsibility of Mr. and Mrs. Kasper's. Staff also recommends that because there is a policy in place we should adhere to it and that, per the PSC administrative code, we cannot be discriminatory and must bill the Kasper's for all the usage that went through their meter. **Motion by Kilian to go against staff recommendation and adjust the Kasper's July bill to the amount of their average bill over the past 12 months. Seconded by Stockhausen. Motion carried with a 3-1 vote (Kilian, Stockhausen, Meyer - FOR; Davis - AGAINST; Bonin and Fosbinder - NO VOTE).**

Stockhausen also brought up the need to take a look at both our current leak adjustment policy and disconnect policy in depth at the next meeting to determine if any changes are needed to be made. Stockhausen does not like the fact that our W/S employees are getting yelled at by upset residents when they go to disconnect water service for non-payment. Stockhausen also mentioned that because the unpaid bills go on the tax roll at the end of the year, it should be the landlord's responsibility to make sure the accounts are paid. **Motion by Stockhausen to review both leak adjustment and disconnect policy at next meeting and for staff to provide PSC rules in regards to these issues. Seconded by Kilian. Motion carried.**

The Elm Street Lift Station is around 35 years old and is starting to experience serious issues. The submersible pumps are not sealing tightly to the discharge piping once the pumps are turned on and are therefore allowing liquid to escape back into the wet well of the lift station. In addition, there have been three breaks to the force main within the last six years. At the last meeting, Dan Dreessens, from Delta 3 Engineering, presented the W&S Commission with four different options to fix the problem: Option 1) Keep existing lift station and modify; Option 2) Replace Lift Station with a new submersible lift station; Option 3) Replace Life Station with a dry-well lift station; 4) Address Existing Force Main. There is currently \$300,000 budgeted in 2015 for the Elm Street Lift Station; however, to replace the lift station and to address the force main the estimated total cost will be between \$350,000-400,000. If bids come in within the budget, a backup generator would also be purchased. Staff recommends the Commission approve the plan to proceed with the replacement of the Elm Street Lift Station on the current parcel and sufficient force main replacement to get out from under the roadway of West Golf Drive and propose a new project for the 2015 CIP budget for replacement of the remaining force main. **Motion by Davis to follow staff recommendation and move forward with the replacement of the Elm Street Lift Station. Seconded by Stockhausen. Motion carried.**

Over the past month, Platteville residents near Well #4 have been complaining about cloudy water. Quick testing by the Water & Sewer Department indicated that the water was fine; however, the cause for the cloudiness was due to air getting into the well. Further testing, administered by Peerless Pump Company, found that grout used to fill casing annular space has failed allowing torch holes in the casing to admit water. This water falls and causes the water inside the well to become aerated which causes cloudiness. Per Peerless Pump Company/DNR, there are three options. Option 1 – put an inflatable packer inside the well so the water coming from the holes will not fall and mix with water being pumped. The problem with this is that the inflatable packer would have to be deflated weekly in order to test the water and perform well level checks. This would get very time consuming for staff as it would take at least one full work day to complete this process. Option 2 – Reduce the pumping rate from 900-1000 gallons a minute to 400-500 gallons a minute so the draw down will not drop below the area where the holes are located. Because we would be reducing the pumping rate, with option 2, we would also try to chemically clean the well pump/lines in hopes of increasing the production rate by 15-20%. Option 3 - drill a new well. Staff recommends Option 2 at a cost of approximately \$60,000 with the budget items of Abandon Well #2 and re-roof Davison Plant being deferred to pay for the work on Well #4. **Motion by Stockhausen to follow staff recommendation to approve Option 2 listed above. Seconded by Fosbinder. Motion carried.**

Crofoot discussed a third amendment to the current Verizon Cell Phone water tower lease agreement. With this third amendment, Verizon is looking to add three more antennas to the water tower. The rate increase would be \$150 per antenna per month or an additional \$450 per month. **Motion by Fosbinder to approve the proposed third amendment to the Verizon lease, which contains an increase in rent of \$450. Seconded by Stockhausen. Motion carried.**

ITEMS OF DISCUSSION:

Martin discussed the need of a part-time employee in the Water and Sewer office. Currently, there is one full time employee managing the office with the help of Finance Director, who is only 50% in the Water and Sewer office. The Finance Director does not have time to help out with clerical items, which has been the case lately as the office traffic and phone calls have been too much for one person to handle. The Water and Sewer Department also has lost two good employees within the past year and a half due to such a heavy work load and not enough help. In addition, with the number of students at UWP increasing yearly, additional staff is a must. There was \$43,191.86 budgeted for wages for 2014 for the Utility Clerk position. The previous utility clerk left and the new clerk gets paid about \$7,981.73 less. Therefore, we would be able to hire a part-time employee to work around 15 hours a week at \$10/hour and still be within our budgeted wages. This item will be brought back to the October meeting for action.

Motion made by Davis and seconded by Fosbinder to adjourn. Motion carried. Meeting adjourned at 5 p.m.

Respectfully Submitted,

Valerie I Martin
Finance Director

Police and Fire Commission
Meeting Minutes
September 2, 2014 Regular Meeting

- The meeting was called to order at 5:03 p.m.
- Roll Call: Mike Olds, Mike Myers April Fuhr, Rosalyn Broussard, Tim Boldt, Chief Doug McKinley
- The meeting minutes from the May 6, 2014 meeting were approved on a unanimous vote. (motion by Broussard, 2nd by Myers)
- There were no citizen comments or observations.
- There was no Fire Department Update.
- PD Update: The city's response to the June 16th tornado damage was discussed; the abduction/murder of a local taxi driver (M. Forbes) was discussed; the PD Officers have been attending lots of training recently including investigative topics, fitness training, and pursuit refresher training; the city is experiencing an uptick in thefts from vehicles; the PD has resumed enforcement in the Permit Parking Area after issuing warnings for approximately 2 weeks; 2 community meetings are scheduled for this fall-ideally long term and new city residents will interact and officers will be on hand to answer questions and give tips on how to be a good neighbor; Sgt. Droessler presented at the new student orientation on Aug. 30th-we've seen a steady reduction in our opportunities to interact with new students and we're trying to address this concern with the University; the National Night Out event was held on Aug. 5th-it was hosted by the PD and FD-attendance was light; the PD's operating and personnel budget and the capital improvement budget have been submitted for review; the PD's hiring pool is potentially empty and a new hire process will be needed to add names to the hiring pool; additionally vehicle speed on Main St. and pedestrian safety were discussed, it was suggested that the PD resume the practice of putting out the pedestrian safety signs on Main St.
- The Commission went into closed session at 5:34 p.m. per 19.96(1)(c)-Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Specifically to discuss the probationary status of a Police Sergeant. (motion by Fuhr, 2nd by Myers-unanimous vote and Chief McKinley was allowed to stay in the closed session for the purpose of addressing the PFC on the topic to be discussed.)
- The PFC came out of closed session at 5:38 p.m. (motion by Myers, 2nd by Fuhr-unanimous vote)
- A motion was made stating that Sergeant Andrea Droessler has successfully completed her probationary period with the Platteville Police Department. This motion passed unanimously. (motion by Myers, 2nd by Broussard)
- A discussion was held on Ferguson, MO incident and its implications for law enforcement and the Platteville PD. A handout entitled, "White Privilege: Unpacking the Invisible Knapsack" was given to the Commission members by Broussard. The handout will also be shared with the entire PD staff. Comments were made about the use of the personal body cameras worn by our officers and how these could help in incidents like the Ferguson shooting.
- The meeting adjourned at 6:03 p.m. (motion by Fuhr, 2nd by Broussard)
- The next meeting of the PFC will be on Tuesday, Oct. 7, 2014 at 5:00 p.m. in the multi-purpose room at the Platteville Police Department.

Respectfully Submitted, Doug McKinley, Chief of Police

Platteville Public Library
Board of Trustees Meeting
Sept.2, 2014

Present: President Tim Durst, Eileen Nickels, Page Leahy, Marilyn Gottschalk, Rosemary Anderson, April Fuhr, Carol Ann Hood and Acting Director Erin Isabell. Excused: Matt Sexton.
Guest: Platteville City Manager; Larry Bierke

I: Meeting called to order at 6:00 by President Tim Durst

II: Consideration of Consent Agenda. Leahy/Anderson - Motion carried.

- A. Meeting duly posted.
- B. Acceptance of agenda.
- C. Approval of minutes from Aug. 5, 2014 meeting.

III: Business:

- A. Approval of Aug.bills. Anderson/ Nickels - Motion carried.
- B. SWLS 2015 Technology Agreement. Gottschalk / Anderson - Motion carried.
- C. Staff representative for Director search policy:
When hiring a new Library Director, the Library Board of Trustees will include one Staff member on the hiring committee. This Staff person will be a non-voting member of the committee. The Staff person will attend all of the meeting and interviews. Anderson/ Gottschalk- Motion carried.
- D. Usage of Library equipment by the Public Library:
Library equipment, such as laminator, DVD cleaner, etc. exists to maintain and enhance the usability of the Library collection and is not intended for public use. Leahy/Anderson- Motion carried.
- F. Food for Fines;
- G. Block redevelopment update. Acting Director Erin Isabell and Platteville City Manager Larry Bierke

IV: Committee to closed session: Anderson/ Nickels. Motion carried.
Open closed session: Anderson/ Gottschalk. Motion carried.

V: Reports.

- A. Municipal Financial report.
- B. Directors report for Aug. 2014- Acting Director Erin Isabell.
- C. City Council report. Eileen Nickels
- D. Foundation report. Acting Director Erin Isabell

VI: Citizens Comment, Observation and Petition;

None.

Note: (It was suggested that this be inserted before any business)

Adjournment: Leahy/ Gottschalk. Motion carried.

Next regular meeting
Oct. 7, 2014
Library meeting room 6:00

Platteville Public Library
Board of Trustees Closed Session Meeting
Sept.15, 2014

Present: President Tim Durst, Eileen Nickels, Page Leahy, Marilyn Gottschalk, Rosemary Anderson, April Fuhr, Acting Director Erin Isabell, Karina Zidon (staff representative)

I: Meeting called to order at 5:00 by President Tim Durst

II: Closed session per chapter 19.85(1)(c), Wisconsin Statutes-Considering employment, promotion, compensation or performance evaluation of any public employee over which the governmental body has jurisdiction or exercises responsibility- Library Director Selection: Gottschalk/Leahy. Motion carried.

Discussion was held on the candidate interviews and salary. It was decided that the library board president would contact the candidate of choice with an offer.

III. Committee to return to open session and adjourn around 5:40 pm: Fuhr/Leahy. Motion carried.

Next regular meeting will be held on Oct. 7, 2014 at 6:00 pm in the Library meeting room

Submitted by: Rosemary Anderson

Commission on Aging September 19, 2014

Present: Linda Appenzeller, Dick Bonin, Josephine Kischer, Keith Kischer, Arlene Lee, Joyce McDermott, Delores Moen, Milt Rewey, Sr. Center Director Connie Steinhoff

Excused: Pauline Gerhard

Guest: Amy Seeboth Wilson – UWP

- I. Meeting is called to order at 9 a.m. by Keith Kischer.
- II. Motion to approve Minutes of Aug. 22nd with a correction to VI. “Bonson” Street Improvements instead of “Bonin” Street, by Milt, second Delores, all in favor, Minutes approved.
- III. Reports:
 1. Connie: There will be a public hearing on Tuesday, Sept. 23rd at 7 p.m. regarding the Shuttle Bus/Taxi merger and the extension of taxi service on Sundays; public is encouraged to attend. The cost for the extended hours will be \$2,000. The taxi company suggests that we drop the Thursday hours between 8 p.m. and 3 a.m. (Friday) as there is no demand.
Voter ID law has been passed for the November election. People without a valid driver’s license can get an ID card at the DMV without charge. Connie has information available.
Billy Feitlinger of Wisconsin Alliance for Retired Americans talked about issues concerning Seniors on Sept. 15th.
Someone from the County was here to talk about fuel assistance for the coming winter.
There will be information coming up on Medicare enrollment.
Tom Bedtka will be playing here today.
We hope that the UWP Basketball players will be coming for lunch in October.
The bus is starting to give us challenges again.
Connie submitted application for a community fund grant for the railing in the back; we hope to get this done before winter.
 2. Dick Bonin – Council member:
By combining the shuttle bus and taxi service we will be getting a Federal grant of 58.4% of the cost with the city carrying 41.6%.
Broadway road construction is coming along, but has been stalled because the company took on another job at Wisconsin Heights School. They are being fined \$1,000 per day for the delay.
The Budget will be presented by the City Manager on Tuesday night; it has to be approved by early December.
The city received a \$19,000 grant to replace trees that were damaged by the Tornado.

Dick and Amy report that the Kallembach houses have been sold with the stipulation that they be remodeled or replaced by single family owner occupied homes. The two houses on Southwest Rd will be replaced by three townhouses. The city has kept three properties. It is recommended that the city accept a bid to tear down and remove the houses for \$25,000.

3. Amy:

The shuttle bus is available to the public, although most people do not know this. Passes may be purchased for \$30 for the school year for unlimited use. Individual rides are \$1.00. Bus hours are from 7 a.m. 'til 8 p.m. Dinner route is campus only. Shopping trip hours on Saturday are from 1 p.m. to 11 p.m. from downtown to Walmart.

Public hearing will be Tuesday, Sept. 23rd whether to join taxi and bus service. Federal grant will be 58.4% of the cost. The grant would be used for extended bus and taxi services. Application will be submitted in October if Council approves. The bus is ADA compliant and anyone can use it and the driver will assist. Stratton Bus Company owns the buses. The stops will be determined by students and members of the community; there will be approximately three blocks between stops. Connie suggests that bus service should be year-round even if limited.

IV.

Business: Connie

1. Fundraising: Taco Johns will include the Sr. Center in their Christmas fundraiser.

2. Intergenerational Communities Award:

The MetLife Foundation/Generations United Best Intergenerational Communities Award is presented every year. It showcases communities with a well-rounded life for all generations, children to Seniors. It is an opportunity to receive national recognition for the services our community provides. Deadline for application is October 15th for next year's award. A meeting will be scheduled to discuss the possibility for Platteville.

3. Newsletter:

Liturgical Publications will publish for practically no cost to us. They will get the advertisers and print the newsletter, all we have to do is furnish the content and distribute. Motion by Arlene, second Linda, all in favor of trying this.

V.

Comments:

At the conference Connie was introduced to a program called "And then there was One" by Charlotte Fox. It is an End-of-Live Preparedness seminar. Donna Hutter, an authorized representative of the author, is willing to come and present this seminar. The books sell for \$30. We are looking at this for a later date. Milt: City budget – The City Manager will put a half-time person in the budget for us to help Connie and Jill. We will need to keep an eye on this.

Keith mentioned that the City Manager will approve a Senior Picnic as long as it does not involve staff time. We will form a committee for 2015. Volunteers are Josephine, Keith, and Arlene. Linda will help if needed. Connie will give us information on important contacts. A meeting will be scheduled in the next few months.

- VI. Agenda item for next meeting: Vote on Intergenerational Award
- VII. Next meeting October 17th, 2014.
- VIII. Motion to adjourn by Linda, second Delores, all in favor, meeting adjourns at 10:15 a.m.

Submitted by
Josephine Kischer
Secretary

MINUTES
PLATTEVILLE HISTORIC PRESERVATION COMMISSION

September 23, 2014 at 5:45 p.m.
Council Chambers at City Hall

MEMBERS PRESENT: Ken Kilian, Garry Prohaska, Tammy Black, Troy Maggied, Arlene Siss

ALTERNATE MEMBERS PRESENT: None

MEMBERS ABSENT: None

MEMBERS EXCUSED: None

STAFF PRESENT: Joe Carroll, Ric Riniker

OTHERS PRESENT: Jack Luedtke

APPROVAL OF MINUTES

September 9, 2014: Motion by Prohaska to approve the minutes. Second by Siss. Motion approved.

DUMPSTER ENCLOSURE ORDINANCE

Carroll previously provided the draft of an ordinance that would require all the dumpsters in the City to be screened, including those in the downtown historic district. Previously, the general consensus is that the Commission doesn't want to approve each enclosure, but they want the enclosures to look nice.

Discussion regarding the enclosure requirements, including roofs over the top to discourage people from dumping items that are not related to the property.

There was a suggestion to use some of the language from the sign guidelines regarding appropriate materials and colors for the enclosure. The consensus of the Commission is now they want to approve each enclosure. Staff will develop some guidelines for enclosures, similar to what was created for signage.

535 BROADWAY

The property owner has applied for a demolition permit to raze the house on this property. Prohaska mentioned that the structure used to be a grocery store, but is not identified in the historic survey report.

No action.

MILEAGE REIMBURSEMENT

Prohaska would like the Commission to reimburse him for mileage related to attending the historic preservation conference in Elk Hart Lake. He submitted documents showing that he is registered to attend the conference. He will be staying overnight in a hotel, but is not asking for reimbursement for that cost, only mileage.

Motion by Maggied to reimburse Prohaska for the mileage to attend the conference at the rate the City uses. Second by Siss. Motion approved.

ANNOUNCEMENTS

Prohaska asked about the date for the next Expo. Consensus was to have the Expo every other year, but maybe have the Historic Dinner this year.

Siss mentioned that the Historical Society will be having a historic dinner fundraiser for the Stone Cottage on October 24th. In November they will host a speaker regarding Native American wars in Wisconsin. This will be held in the City Auditorium.

ADJOURNMENT

Motion by Maggied to adjourn. Second by Prohaska. Motion approved.

Submitted by Joe Carroll

**Platteville Community Safe Routes Committee
Monday, September 15, 2014
6:00 p.m.**

**Platteville City Park Gazebo (if weather is nice)
If weather is poor, Alternative Location is
75 North Bonson Street, Platteville, Wisconsin
G.A.R. Room**

MINUTES

Attendees:

CSRC: Kristina Fields, Lynn Verger, Robin Fatzinger, Cindy Tang, Maureen Vorwald
Staff: Luke Peters

- I. Call to order at 6:10
- II. Approval of Minutes- August 18. Motion by Maureen, second by Lynn. Motion passed.
- III. Citizen Comments, Observations & Petitions
 - a. Lynn appreciates the police presence near the high school in the mornings and evenings.
 - b. Robin asked about the pedestrian crossing of Chestnut Ave. to the north/east of the Markee Roundabout near the Dodge Street apartments. There is not a current crosswalk at that location, but there are ramps. Kristina stated that the ramps are likely the bike lane on/off ramps and that the crosswalk at the roundabout is closer to the roundabout, for safety reasons.
 - c. Benvenuto's is interested in having a creative bike rack. Cindy will ask Sustainability Committee if they are interested in having a business focused creative bike rack competition.
- IV. Old Business
 - a. PCA Trail/Grant Update – Robin Fatzinger, any updates?
 - i) PCA is in the middle of the local match fundraising
 - ii) PCA is updating their trail map
 - iii) Upcoming event for the trail with Southwest Health and Sustainability Committee
 - b. Water Street/Business 151 intersection awareness
 - i) We need to identify possible grants
 - ii) We need to meet with the City Manager and present the senior design project
- V. New/Continued Business
 - a. PCA Fundraising Assistance by CSRC:
 - i) Raffle Tickets – distribution – Robin – done, thank you
 - ii) Door Hangers – discussion/distribution
 - (1) Cindy will let the group know if they need help distributing them
 - b. City bicycle parking ordinance bike rack type – Kristina

- i) Bike rack at Culvers is different than what is in the Bike Parking Ordinance. CSRC would like clarification from the City on how to ensure businesses follow the ordinance.
- ii) We will keep this item on the agenda and discuss with Howard
- c. 4th Avenue sidewalk project with 4th Graders at Platteville Middle School
 - i) Kristina updated group
 - ii) 4th graders (now 5th graders) are interested in assisting with project somehow
 - iii) We will discuss at a future meeting

VI. Adjourn at 7:00 motion by Kristina, second by Lynn, motion passed

Respectfully submitted by Kristina Fields

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

PARKS, FORESTRY, & RECREATION COMMITTEE

August 18, 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, Caitlin Rosemeyer, Jessica Schulenburg, Jason Zeitler, Amy Seeboth-Wilson

Others in Attendance: Luke Peters and Howard Crofoot

APPROVAL OF MINUTES

A motion was made by Hap Daus to approve the minutes from March 18, 2014, second by Amy Seeboth-Wilson. Motion carried.

NEW BUSINESS

- a. **CIP Funds:** Luke Peters informed the committee that the Parks Department may look to repair the playground in Mound View Park instead of replacing the entire structure. This will save \$20,000 in CIP Funds. The committee was asked if they had any projects they would like to have staff explore as alternatives. Ideas included a community built playground, low growth plantings in Mound View Park, or tree replacement should the City not receive the Catastrophic Storm Forestry Grant.
- b. **Catastrophic Storm Forestry Grant:** Howard Crofoot announced that the City was applying for a Catastrophic Storm Forestry Grant to replace park trees lost in the tornados. Hap Daus suggested staff look into getting trees from the Wilson Nursery in Boscobel.

OLD BUSINESS

- a. **Parks Endowment Fund:** Luke Peters updated the Committee on fundraising efforts for the Platteville Parks Endowment Fund. Recent fundraising efforts from the Platteville Triathlon and Pizza for Parks helped to raise just over \$5,000.
- b. **Intoxicants in Public Parks:** Luke Peters provided the Committee an update on the intoxicants regulations. The Licensing Committee was opposed to the consumption of alcohol in Legion Park and that portion of the change was dropped prior to going before the Council. The Council passed a version that included allowing alcohol to be consumed by registered campers in Mound View Park.
- c. **DNR Trail Grant:** Howard Crofoot announced that Platteville was selected for the trail grant in the amount of \$633,000. Additionally the DNR is going to be applying for a federal grant in the amount of \$45,000 on the behalf of the city.

NEXT MEETING

Next meeting will be on Monday, September 15, 2014 at 7:00 p.m. in the GAR Room of City Hall.

ADJOURNMENT

A motion was made at 8:00pm by Hap Daus, seconded by Jason Zeitler to adjourn. Motion carried.

Submitted by,
Luke Peters
Recreation Coordinator

City of Platteville
DEPARTMENT PROGRESS REPORT
CITY MANAGER'S OFFICE

September 17, 2014 – October 22, 2014

ACCOMPLISHMENTS

- Various staff and department meetings.
- Conference calls with CompuNet.
- Rotary, UNITE, PCAN & PAIDC Meetings.
- about space for temporarily relocating Library
- Meetings with Library Developer, Wangard Partners, and Pioneer Property Management.
- Museum Board, Library Board, and RDA Meetings.
- Urban Alliance and League of Municipalities Meetings.
- Met with staff and elected officials regarding scaffolding downtown.
- Met with two Department Heads regarding 2015 budget requests.
- 2015 Budget Meetings with staff and elected officials.
- Thriving College Town Summit and WiscNet Meeting.
- Grant Ideas meetings with consultant.
- Chancellors Breakfast event on campus and visit with Sen. Schultz.
- Staff meeting on Property Maintenance issues.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Work on 2015 City Budget.
- Further work on the Library Block Development Project.

PUBLIC INFORMATION ITEMS

- Good Morning Platteville will be on October 23rd and November 20th at 7:30 AM at Take 2 Restaurant.
- Business After Hours at Honkamp, Krueger and Company on November 19th at 5 PM.
- JMA Annual Meeting Wednesday November 5th.

THINGS THAT NEED CITY COUNCIL ATTENTION:

- The City's 2011 Downtown Plan needs to be revisited, as action taken on 4/17/12 by the City Council removed several projects from implementation consideration.
- To move forward on City Council Goals, new revenue streams need to be identified.

REPORTS OF PUBLIC CONCERN:

None

Interim Director's Report October 2014

LIBRARY NEWS

Our Food for Fines event collected 323 items for the food pantry and allowed 84 patrons to clear their records.

SWLS began delivering for the public schools as well as the libraries in September. All libraries now receive a 3rd day of delivery at no extra cost. We have received a small refund since we had paid for a 3rd day through the end of the year.

BUILDING & GROUNDS

We had another incident of a neighbor putting garbage in our dumpster. A staff member spoke to this person and let them know we have had to pay for extra trash pick-ups because of this issue in the past.

We have had people driving through the parking lot from the Chestnut Street side. I e-mailed the city quite a while ago about putting up another chain across the east side of our parking lot. We are concerned that someone is going to get hit or that this could cause a car accident.

TECHNOLOGY

-Updated all PCAN Laptops for classes with Office 2013 - Office 2013 is the new version of office that is very similar to 2010. Karina's classes will now teach the new version. I also updated Windows 7 on them to the latest security fixes, along with Internet Explorer 11, Firefox, Chrome, and safari web browsers to give options to patrons when using the internet. Office 2013 will be update on all public and staff computer in the new 2-3 weeks.

-Built a new backup Domain Controller - In case one of our two physical servers has an issue the other server now has a clone domain controller on it. This will allow internet traffic, computer logins, workgroup folders and file access, and group policies to still work. This just provides one more layer of redundancy on our network.

PERSONNEL

This month we have a temporary worker. Grace Kronick, PHS student, will be working 60 days here as part of the Department of Workforce Development/Division of Vocational Rehabilitation.

PROGRAMMING

Children's Services (Erin Isabell, Lydia Sigwarth, Valerie Curley)

September 10- Early Release movie- 17

September 16 & 18 UW-P Reading, Literacy and Literature class visits- 40

September 27- International View the Moon program- 12

September 28- Circle K Disney Day program- 13

September 23- Book Club- 8

Preschool storytime- 3 sessions- 48

Infant/Toddler storytime- 5 sessions- 100

Adult/Young Adult (Karina Zidon / Nancy Sagehorn)

Summer contests:

Find the gnome entries: 123 adults, 122 teens

Book reviews: 228 adults, 122 teens

9/8/2014 Make it Monday: T-shirt scarves – 4 adults
9/15/2014 In Stitches – 2 adults
9/17/2014 Introduction to Excel I – 5 adults
9/18/2014 Introduction to Excel I – 9 adults
9/23/2014 Outreach: PEO meeting – approximately 15 adults
9/24/2014 Pre-pub book club – 13 teens
9/24/2014 Introduction to Excel II – 6 adults
9/25/2014 Introduction to Excel II – 8 adults

Adult/Outreach Services (Deb Burkholder)

- 1 home was visited
- There was one on one contact with 40 people.
- There were 225 items checked out
- September Bookclub was attended by 7 members and the book, My Beloved World, by Sonia Sotmayor was discussed. We also celebrated our Bookclub 5th Year Anniversary!
- 9 people attended the Senior Reading Bookclub.

ILLUSTRATIVE MEETINGS

September 2 Fire alarms tested
September 2 Library board meeting
September 3 Larry Bierke, Joe Carroll, Howard Crofoot, – Block development
September 10 Department heads meeting
September 15 External services meeting & closed session board meeting
September 23 City Council meeting
September 24 Department head meeting & Block development meeting
September 29 Budget review & defense planning meeting

City of Platteville
DEPARTMENT PROGRESS REPORT
Senior Center

Week Ending: October 18, 2014

ACCOMPLISHMENTS

- Working with a UW-P intern Ben Hying
- Educational/Benefits – Dave Fritz discussed Medicare Part D Open Enrollment 10/6
- Educational – Shirley Wilson discussed living in Russia and her recent teaching trip to Greece 10/10
- Social – Jeff Gard, UW-P Men’s Basketball Coach and senior Jim Stocki discussed the upcoming men’s basketball season and shared lunch with us 10/14
- October Birthday Party & Bingo 10/15
- Educational – Tim Zauche discussed the Sunflower Solution 10/17
- Vacation time used – Connie Steinhoff 10/6, 10/7, 10/8, 10/10; Jill Goffinet 10/13
- Vehicle issues – Bus: Replaced heater fan, doors stuck, heat shield broke off and was reinstalled, Van: Keys recut and programmed
- Meetings: Budget Work Session 10/6, Senior Citizens Association 10/10, Department Head 10/15
- Regular Activities: Music w/Vera 10/8, 10/15, Exercise Classes, Bridge/Smear, Euchre, 500/Solo, Cribbage, Sheepshead, What’s in the Bag?, Mystery Person

MAJOR OBJECTIVES FOR THE COMING MONTH

- Plan and market “And Then There Was One...” Workshop to be held 11/6
- Schedule and install safety railing at Bonson Street entrance
- Tires for the van
- Coordinate volunteers for garden clean-up
- Holiday Planning

PUBLIC INFORMATION ITEMS

Join us for these upcoming events at the Senior Center:

- Mark Hirsch, noted photographer and author of “That Tree” will be our guest on October 24th @11am.
- Awesome Auction! Sponsored by Bell Tower Retirement Home. No real money involved – bid with funny money on some great donated items. October 27 @11am
- Flu & Pneumonia shots will be available October 28th from 11am-12pm courtesy of the Grant County Health Department. Bring your Medicare card!
- Card Bingo twice this month! October 21st (sponsored by Sienna Crest, transportation home available) & October 29th. Bring \$1 in dimes. All monies returned in prizes.
- Halloween Party! October 31st @11am. Music with Larry Droessler and his 3 man band.

And Then There Was One: End of Life Preparedness Workshop will be offered November 6th from 5:30-8:30pm at the Mound City Motor Branch. This *free* workshop is based on the workbook guide written by Charlotte Fox. It will be facilitated by Donna Hutter of Cambridge, WI and will feature Sheila Stuart-Kelly – attorney Kopp McKichan LLP, Lori Bahr – Mound City Bank, and Mareeta Kolman – Grant County Hospice. Questions or to register call the center at 348-9934

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

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

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

CITY OF PLATTEVILLE

DEPARTMENT PROGRESS REPORT

CITY ATTORNEY

Week Ending: October 17, 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 October, November and December, 2014.
- Ordered two more Title Commitments for Kallembach properties.
- Conferred with Howard Crofoot regarding Water Main Crossing Agreement.
- Attended phone conference regarding Eichstaedt property with City Manager, Director of Planning and Building Inspector; ordered and reviewed Letter Report as to liens and encumbrances; contacted bank to obtain release of same.
- Conferred with Title Company on Title Commitments for sale of Kallembach properties.
- Worked on obtaining signatures for trail easement.
- Conferred with Attorney Pelletier on contents of Appellate Brief; reviewed changes to same.
- Conferred with City Manager on wording for Council closed session.
- Reviewed Grant County Ordinance regarding IOH weight limitations and conferred with DPW as to its effect within the City.
- Discussed extension of Firing Range Lease with Police Chief.
- Attended special and regular Council meetings on October 14, 2014.
- Reviewed State Statutes regarding charging fees for ambulance service.
- Reviewed State Statutes and local ordinances regarding display and sale of single serve and multipack fermented malt beverages by Class "A" licensee.

MAJOR OBJECTIVES FOR THE COMING MONTH

Attend Council meetings as needed.

Finish sales of Kallembach properties on or before December 31, 2014.

PUBLIC INFORMATION ITEMS

None

THINGS THAT NEED ATTENTION (City Manager/City Council)

None

COMMITTEE REPORT

N/A

City of Platteville
DEPARTMENT PROGRESS REPORT
MUSEUM DEPARTMENT

10/07/14 through 10/20/14

ACCOMPLISHMENTS

Museum

The Jamison Museum Association Board met and approved the 2015-19 Long-Range Exhibit Plan with a budget of \$1,000

Started exterior repairs to the Mine Entrance Building.

Museum staff working with Ihm Builders finished work on the broken lintel over the rear Entrance to the Mining Museum

Planning and research for the Rollo Jamison Museum Christmas Exhibit

Gallery

Successful end of show Reception October 5th for the Forest Fibers and Photography of Hap and Jeremy Daus with 35 in attendance

WRAP show installed on October 7th

MAJOR OBJECTIVES FOR THE COMING MONTH

Museum

JMA Annual Meeting November 5th

The Exhibit Plan will go to the Museum Board for final approval

Exhibit work in the RJM

Install a new roof on the Mine Entrance Building and paint exterior (weather permitting)

Build and install a new ladder in the thirty inch escape shaft

Remove current exhibit in East Display and start installation of the 2014 Christmas Exhibit

Gallery

WRAP workshop coming up for November 15th with Mark Hirsch

PUBLIC INFORMATION ITEMS

Museum JMA Annual Meeting November 5th

Gallery WRAP workshop November 15

City of Platteville

DEPARTMENT PROGRESS REPORT

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

Period Ending: October 21, 2014

ACCOMPLISHMENTS

- Broadway Project is ongoing. Waiting on final prep for asphalt paving and final landscaping.
- Taxi-Bus Grant submitted to DOT. Requested over \$281,000 in Federal and State grant funding to match the 2014 City and UW-Platteville local match and fares to have a budget of over \$484,000.
- Elm St Lift Station awarded and Preconstruction meeting on October 21, 2014.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Get approval of Garbage/Recycling contract
- Taxi RFP
- Continue Broadway project
- Ensure Thin Overlays are completed
- Taxi-Bus Intergovernmental Agreement
- MPO RFP for Engineering Services
- Complete designs on remaining 2014 projects
- EDA Project

PUBLIC INFORMATION ITEMS

- Thin overlay scheduled for October 24 include all or portions of Southwest Road, Commerce, Josephs Court, Perry Drive, Pleasant Valley, Mineral and Second Streets

THINGS THAT NEED ATTENTION (City Manager/City Council)

- Approve Garbage & Recycling Contract with Faherty, Inc. at the October 28, 2014 meeting

COMMITTEE REPORT

- **Community Safe Routes Committee (CRSC):** The last meeting was on October 20, 2014. The next meeting will be November 17, 2014. CRSC to provide input regarding speed limits on Business 151.
- **Park, Forestry & Recreation Committee (PFR):** The last meeting was on October 20. Next meeting will be on November 17, 2014.
- **Water & Sewer Commission:** See minutes.

Project Update

10/21/2014

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 and BECS controller have been installed. Joint repairs are complete. We are reviewing the pump impellers.

Broadway: 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. Phase 1 work is complete. We are on Phase 2 work. Water & sewer is complete. All customers are on the new water & sewer lines. Work has been delayed on the Phase 2 portion. Concrete paving is complete. Storm sewer work is complete. Asphalt paving is complete, including the Moundview Park trail. The contractor has had liquidated damages withheld for not meeting his partial completion dates. Liquidated damages will continue until those areas by Neal Wilkins School and Madison Street have had final landscaping, seed and mulch. Final completion - less punchlist - is November 7. Some items for final completion include joint sealing of the concrete and painting centerline stripes.

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. The Council has approved a contract with Delta 3 Engineering - subject to EDA approval. EDA finally provided the City with the contract award and we are scheduling the kick off meeting on November 7. Final project design in the winter and construction will be in the spring.

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. Delta 3 made a presentation to the Water & Sewer Commission. The consensus was to replace the Lift Station in its current location and replace at least the first 100 - 200 feet of force main and evaluate the rest of the force main for possible replacement next year. Bid was awarded to W. C. Stewart. Pre-construction meeting on Oct 21.

Thin Overlay: Some Thin Overlay work was completed on Friday October 17 on Maple Drive, Maple Court, Biarritz and DeValera. The Wisconsin Asphalt Paving Association (WAPA) held a demonstration for approximately 6 local communities, 2 - 3 local engineering firms and for about 5 - 6 UW-Platteville Engineering students of the Thin Overlay design and installation on Elmwood and Midvale also on October 17. Staff presented the Platteville experience since 2002 with Third Street between Main & Pine to present. WI DOT described their efforts to standardize the mix for use on State projects. WAPA and Mathy (Iverson) did it as a promotional effort for their product. The remaining Thin Overlay streets will be done on Friday October 24 to take advantage of the UW-Platteville fall break. Streets involved include all or portions of Southwest Road, Commerce, Josephs Court, Perry Drive, Pleasant Valley, Mineral and Second Streets.

Moving Platteville Outdoors (MPO) Paving & Lighting: The Common Council approved the total pledge of \$200,000 (\$50,000 from a previous pledge) and the City sponsored a grant request to the DNR. 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. The DNR recently awarded a matching grant of over \$642,000 and has submitted a grant to the Federal Government on our behalf for an additional \$45,000. The PCA and others are continuing to raise funds for the local share. This project will 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. No lighting. It appears that the supplemental grant request was not approved by the DOT. Our legislators worked to allow the original funding to be used to complete the project. The project is still in design. Construction is now scheduled for **2016**. The Platteville terminus will be the MPO trail behind Menards.

City of Platteville

DEPARTMENT PROGRESS REPORT

Brian M Allen, EMS Administrator
Platteville Emergency Medical Service

Period ending: 20 October 2014

ACCOMPLISHMENTS

- Ambulance calls for October – 63 (as of 10/20)
- ALS Ambulance calls for October – 9 (as of 10/20)
- Staff Meeting and Training
- Attended Joint County Fire/County EMS/MABAS Division 108 Meeting
- Meeting with Physio Control – Sales Rep
- Attended Closed Session City Council Meeting & Regular City Council Meeting
- Personnel – EMT resigned for full-time position as Paramedic
- Attended Department Head Meeting
- Working on revisions to Emergency Operations Plan
- 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 – 873 (as of 10/20)
 - ALS level calls – 274 (as of 10/20)
- EMS Calls for 2014 – 933 (as of 10/20)
 - ALS level calls – 245 (as of 10/20)

THINGS THAT NEED ATTENTION (City Manager/City Council)

COMMITTEE REPORT

City of Platteville
DEPARTMENT PROGRESS REPORT
Director of Administration

October 21, 2014

ACCOMPLISHMENTS

- 2015 Budget Work Session
- Airport Ribbon Cutting for New Taxiways to Enable Construction of Additional Hangars
- Airport Commission Recommended Annexation of Municipal Airport to the City
- Attended a Lean Government Conference
- Auditor Completed Final Audit Report for Termination of TID #8
- 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

- Work with Compunet on the G Drive Restructure and Clean Up
- Present a Water & Sewer 2015 Draft Budget
- 2015 Budget Work Sessions with Council
- Final Meeting of Platteville Tornado Relief Fund Steering Committee
- 2015 Airport Commission Draft Budget
- Prepare Notice of Public Hearing for 2015 Budget
- Prepare a 2015 Budget Ordinance
- Process Payrolls and Payments of Bills
- Continue Personal Property Taxes Collection Process

PUBLIC INFORMATIONAL ITEMS

- W&S Information on City website.
- October 20 – 31 Absentee voting is available in the Clerk's Office from 8 AM – 5 PM.
- November 3 – Public Test of Electronic Voting Machines at 10 AM in the Council Chambers.
- November 4 – General Election from 7 AM – 8 PM.

THINGS THAT NEED ATTENTION (City Manager/City Council)

- N/A

COMMITTEE REPORT

- N/A

City of Platteville

DEPARTMENT PROGRESS REPORT
Community Planning & Development



Week Ending: October 24, 2014

ACCOMPLISHMENTS

- Continued to work on the development agreements and other legal documents for each property related to the property sale and development proposals (former Kallembach properties).
- Continued to work on property maintenance issues.
- Continued to work on a draft dumpster enclosure ordinance, including obtaining input from various committees. Also developed dumpster enclosure guidelines for the downtown historic district.
- Revised the development agreement for a RDA/City loan for the building at 25 E. Main Street.
- Worked on the annexation and rezoning of the Platteville Airport.

MAJOR OBJECTIVES FOR THE COMING MONTH

- Finalize the draft dumpster enclosure ordinance. Develop a list of dumpsters in the City that would be impacted by the ordinance.
- Complete work on the property sale and development agreements and property transaction documents.

PUBLIC INFORMATION ITEMS

- A public hearing regarding the annexation and rezoning of the Platteville Airport will be held on November 25th at 7:00 p.m.

THINGS THAT NEED ATTENTION (City Manager/City Council)

- None

OTHER INFORMATION

- None

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 10/10/14</u>
1580DCL4GJ	PAULY	REGINA	R	45 N SECOND ST	GARBAGE/RUBBISH	8/5/2014	\$200.50	GUILTY
1580DCL4GQ	KIES	JOHN	D	CORNER REDDY/S CHESTNUT	ACCESSORY STRUCTURE	9/3/2014	\$200.50	GUILTY

BUILDING PERMITS - 2014

#	NAME	ADDRESS	CLASS	VALUE	REVIEW	BUILDING	SEAL	PLB	ELECT	HVAC	SIGN	RAZING	OCCY	EROSION/ IMPACT/MOVE	DATE	WORK_DONE
208	CASEY KERKENBUSH	235 N FOURTH ST	434	\$1,200.00		\$25.00									09/03/14	6 WINDOWS
209	DUANE & SHERI FORD	655 PYRITE ROAD	436	\$1,000.00		\$25.00									09/04/14	LAWN SHED
210	PVILLE DEV GROUP	1560 CORNERSTONE CIR	101	\$250,000.00	\$30.00	\$541.80	\$30.00	\$541.80	\$541.80	\$541.80			\$25.00	\$380.00	09/03/14	NEW HOUSE
211	CHRISTIAN DETRIE	740 FAIRFIELD DR	434	\$5,000.00		\$25.00									09/04/14	REMODEL
212	DAWN WILKEN	500 N FOURTH ST	329	\$1,900.00		\$25.00									09/08/14	SIDEWALK & PATIO
213	LEE & PATTI EGGERS	490 CAMP ST	436	\$7,536.36		\$103.68									09/08/14	STORAGE SHED
214	JEFF & LISA HAAS	130 MARKET ST	434	\$7,500.00		\$25.00		\$25.00							09/08/14	REMODEL 2ND FLOOR
215	JOHN RINK	175 MOONLIGHT DR	434	\$15,000.00		\$100.00									09/09/14	DECK AND RETAINING WALL
216	LEON & JEAN PICK	410 N WATER ST	434	\$1,300.00		\$25.00									09/09/14	WINDOWS IN SCREEN PORCH
217	SCOT GUEDEMAN	1050 N SECOND ST	434	\$7,500.00		\$25.00		\$25.00							09/09/14	INTERIOR REMODEL
218	INSIGHT PLAZA	2 INSIGHT DR	437	\$10,000.00		\$35.00									09/10/14	PARKING EXCAVATION
219	BSNB	255 N CHESTNUT ST	434	\$5,000.00		\$25.00									09/10/14	SIDING
220	INSIGHT PLAZA	2 INSIGHT DR	001/002	\$14,700.00			\$30.00	\$70.00		\$60.00					09/10/14	BASEMENT REMODEL
221	DELORIS LEIGHTY	590 N SECOND ST	002	\$3,416.00						\$25.00					09/11/14	REPLACE FURNACE
222	TOM OSTERHOLZ	1175 IOWA CT	434	\$26,200.00		\$100.00									09/11/14	REPLACE ALL WINDOWS
223	MARK HARLE	590 BOLDT ST	436	\$800.00		\$25.00									09/11/14	GARAGE ADDITION
224	SIERRA DREAMS LLC	REMODEL KITCHEN	434	\$25,000.00		\$100.00		\$25.00	\$25.00						09/11/14	REMODEL KITCHEN
225	MIKE KNAUTZ	825 N SECOND ST	434	\$2,500.00		\$25.00									09/15/14	REMODEL 3-SEASON ROOM
226	LARRY OLSON	1190 N ELM ST	434	\$7,200.00		\$50.00									09/15/14	REROOF/FACIA/SOFFIT/INSUL
227	SHANLEY PROPERTIES LLC	270 RICHARD ST	434	\$66,302.08		\$100.00		\$50.00		\$25.00					09/16/14	REMODEL HOUSE
228	PIZZA HUT	230 W BUS HWY 151	327	\$36,500.00		\$129.50									09/16/14	STORAGE ADDITION
229	PIZZA HUT	230 W BUS HWY 151	001	\$3,900.00				\$40.00							09/16/14	ELECT FOR ADDITION
230	DONNA TIERNEY	585 PITT ST	001	\$800.00				\$25.00							09/17/14	SERVICE UPDATE
231	CHRIS HANEGRAEF	590 E MAIN ST	434	\$5,000.00		\$25.00									09/17/14	REROOF
232	GARY & JULIANNE ROMAINE	465 CAMAP ST	434	\$2,800.00		\$25.00									09/23/14	INSULATE SIDE WALLS & ATTIC
233	MARYANN SHURSON	335 MONROE ST	434	\$2,500.00		\$25.00									09/23/14	SIDING & INSULATION
234	HARRIET GIBBON	540 JEFFERSON ST	001	\$1,250.00				\$25.00							09/23/14	SERVICE UPDATE
235	DEB BURKHOLDER	615 BOLDT ST	001	\$1,896.00				\$25.00							09/24/14	SERVICE UPDATE
236	TIMMERMAN TALENTS	640 STRAW AVE	002	\$2,500.00						\$25.00					09/24/14	REPLACE FURNACE
237	LEONARD KALLEMBACH	85 N HICKORY ST	434	\$8,000.00		\$50.00									09/25/14	REROOF/REPAIR CHIMNEY
238	LENNY/MARILEE LONSBURG	535 BROADWAY ST	005	\$0.00								\$50.00			09/29/14	RAZE HOUSE
239	ANNA KLEIN	575 STEVENS ST	434	\$1,200.00		\$25.00									09/29/14	SIDEWALKS
240	ROUNTREE HOLDINGS	235/245 GRIDLEY AVE	102	\$129,400.00	\$50.00	\$238.08	\$30.00	\$238.09	\$238.09	\$238.09			\$50.00		09/29/14	NEW DUPLEX
SEPTEMBER TOTALS (CITY)				\$654,800.44	\$80.00	\$1,898.06	\$60.00	\$909.89	\$1,039.89	\$914.89	\$0.00	\$50.00	\$75.00	\$380.00		
SEPTEMBER TOTALS (E-T)				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SEPTEMBER TOTALS (CITY AND E-T)				\$654,800.44	\$80.00	\$1,898.06	\$60.00	\$909.89	\$1,039.89	\$914.89	\$0.00	\$50.00	\$75.00	\$380.00		
2014 YEAR-TO-DATE TOTALS (CITY AND E-T)				\$11,389,558.35	\$310.00	\$29,506.00	\$150.00	\$7,693.65	\$16,867.65	\$14,032.65	\$1,475.00	\$200.00	\$675.00	\$3,495.00		

CITY ATTORNEY - 2014 ITEMIZED STATEMENTS

	<u>Pub Works</u>	<u>Police</u>	<u>General</u>	<u>Copies</u>	<u>Postage</u>	<u>Travel</u>	<u>Total Hours</u>	<u>Misc Charges</u>
December				\$ -	\$ -	\$ -	0	\$ -
November				\$ -	\$ -	\$ -	0	\$ -
October				\$ -	\$ -	\$ -	0	\$ -
September	1.1	8.4	32.8	\$ 3.20	\$ 8.26	\$ 525.00	42.3	\$ 30.00
August	3.2	4.4	14	\$ 0.80	\$ 5.32	\$ -	21.6	\$ 4.00
July	0	6	13.7	\$ 0.55	\$ 6.37	\$ 210.00	19.7	\$ 4.00
June	3.2	15.7	9.8	\$ 3.25	\$ 11.60	\$ 420.00	28.7	\$ 143.80
May	3.1	17.1	22.7	\$ 3.20	\$ 12.11	\$ 870.00	42.9	\$ 40.00
April	2.1	13.9	22.7	\$ 10.35	\$ 17.74	\$ 525.00	38.7	\$ 402.50
March	0.5	12.9	21.9	\$ 16.74	\$ 14.99	\$ 350.00	35.3	\$ 22.00
February	4.9	14.4	16.7	\$ 1.71	\$ 16.40	\$ 175.00	36	\$ 56.00
January	0.9	17.8	20.8	\$ 3.40	\$ 16.87	\$ 350.00	39.5	\$ 52.00
Totals	19	110.6	175.1	\$ 43.20	\$ 109.66	\$ 3,425.00	304.7	\$ 754.30

\$2,375.00 \$13,825.00 \$21,887.50

149.5 Hours @ \$125/per hr =	\$ 18,687.50
155.2 Hours @ \$150/per hr =	\$ 23,280.00
Misc. Chgs =	\$ 4,332.16
	<u>\$ 46,299.66</u>

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

Original Update

Title: Refuse and Recycling Contract

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Here is a chart with information from surrounding communities.

City	Contractor	Cost/House (2014) 2015	Other
Platteville	Faherty	(\$9.34) \$9.83	2x/yr clean up, No tires, no appliances. \$0.21 of increase due to City properties, plus 3%
Lancaster	Town & Country	(\$9.75) TBD	Similar to Platteville. will be negotiating for 2015 contract.
Belmont	Faherty's	(\$11.06) \$11.06	City employees do spring/fall collection, Faherty provides dumpsters and disposal no charge
Cuba City	Town & Country	(\$10.25) \$10.25	City does e-cycle pick up free.
Dickeyville	Allied	(\$11.55) \$11.90 after 9/1/15	Carts only for both. Recycle every other week. Call ahead for large items

In the past, the City had two separate billings under the single contract with Faherty's. One for residential (1 and 2 family) properties and one for City properties. In 2014 the cost of service was \$5.89 per household per month for garbage and \$3.45 per household per month for recycling for a total of \$9.34. The equivalent charge for City properties was about \$0.19 per household per month for garbage and \$0.02 per household per month for recycling. If you add in both costs, the total is \$9.55 per household per month, then add a 3% increase for inflation and you get the proposed \$9.83.

The contract would include an adjustment for CPI for years 2016 – 2019. Faherty's would also collect garbage and recycling from the waste containers in the Downtown. Waste from the parks and cemeteries would continue to be brought directly to Faherty's and that cost absorbed in the contract.

Platteville has had traditionally a low cost service with excellent customer service.

Enclosed is the proposed contract with Faherty, Inc. for the 2010 – 2014 contracting years.

Recommendation:

Staff recommends that the Common Council approve the proposed Contract with Faherty, Inc for Solid Waste and Recycling Service for 2015 – 2019 for Residential Properties (1 and 2 family) to include City Properties.

Impact Of Adopting Proposal:

3% increase in cost from 2014 to 2015, then CPI increases capped at 3% for 2016 – 2019, subject to negotiation for unforeseen circumstances.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input 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 checked="" 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 checked="" 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> <hr/> <p><u>Vote Required:</u></p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>
<p><u>Narrative/assumptions About Long Range Fiscal Effect:</u></p> 	

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: Public Works</p> <p>Prepared By: Howard B. Crofoot, P.E. Director of Public Works</p>	<p>Date: October 6, 2014</p>
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**GENERAL CONDITIONS
FOR CONTRACT ~~26-0917-14~~
RESIDENTIAL AND CITY PROPERTIES SOLID WASTE AND RECYCLING**

A. General.

1. The term of this Contract shall be 5 years, commencing January 1, ~~2010~~2015 and terminating on December 31, ~~2014~~2019.
2. The Contractor shall submit a list of subcontractors, to include landfill and/or incinerator operators, transfer stations and independent trucking firms used to transfer materials. Applicable license numbers must be given. The City must approve any amendments to the list of subcontractors.
3. The Contractor shall be responsible for payment of all taxes and fees assessed in connection with its collection and disposal of solid waste and recyclables.
4. The Contractor shall abide by all laws regarding alcohol and drug use in the workplace. The Contractor shall use his best efforts to prohibit and restrict the consumption or use of alcohol and illegal chemical substances by any employees while they are in the course of performing their duties under this contract.
5. The Contractor certifies that he is an independent contractor and is not an employee of the City.
6. The Contractor shall furnish at the Contractor's expense, all necessary trucks, labor and equipment needed to perform this contract.
7. This contract is not assignable nor may any of the rights or obligations of the Contractor be transferred without the consent of the City. This written document and the attachments constitute the sole agreement between the parties, unless otherwise amended in writing by agreement of the parties.
8. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout. The Contractor agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

B. Residential Collection.

1. The CONTRACTOR shall have in operation a Platteville toll free business telephone that shall be able to receive calls between the hours of 8:00 AM and 5:00 PM Monday through Friday and on Saturday mornings between the hours of 8:00 AM and 12:00 Noon. Any complaints or requests for service received by the CITY shall be referred to this telephone number.

2. Whenever the CONTRACTOR is notified by a resident of the CITY or by a CITY official that service has not been rendered as scheduled or required herein, the CONTRACTOR shall render such service by 7:00 PM of the day on which the CONTRACTOR received such notification if such notification was received by Noon. If notification is made after Noon, then collection shall be no later than 10:00 AM on the day following, including Saturdays but excluding Sundays.
3. All employees of the CONTRACTOR shall handle all bags, cans and containers with reasonable care to avoid damage; shall replace all cans and containers in an upright position at the curb or near the street edge after such cans and containers are emptied and shall replace lids on all such cans and containers. The employees of the CONTRACTOR shall also immediately clean up and dispose of any garbage or refuse which may be spilled or which may be lying near the containers.
4. The CONTRACTOR shall establish a weekly collection schedule. Solid waste shall be collected on the same day that the recyclables are collected. The CONTRACTOR may establish routes or do the entire City in one day. The CONTRACTOR will publish the details of the collection schedule and/or routes. The City will assist in providing information to the public. In the event of a change to the current schedule, the CONTRACTOR shall notify the City and public at least 60 days in advance of the schedule change. In the event that a collection day falls on a National Holiday, the material to be collected on that day will be collected on a date to be established and publicized at least two weeks prior to the collection day.
5. The CONTRACTOR shall collect and weigh City of Platteville Residential solid waste separate from any other collection contracts he may operate.

C. Commercial, Industrial and Institutional Collection and Disposal. CONTRACTOR has no obligation for commercial, industrial, multi-family housing or institutional garbage and recycling under the terms of this contract, but only residential (one-and two-family housing) and City properties as defined by the City of Platteville Garbage and Refuse Collection and Disposal Ordinance, hereinafter referred to as the "Ordinance".

D. Conditions of Disposal of Solid Waste.

1. The CONTRACTOR shall dispose of all garbage and refuse at a licensed landfill or licensed incinerator or through a transfer station that uses one of these. The City shall be held harmless from the payment of all tipping fees.
2. The CONTRACTOR shall perform all disposal services enumerated under this contract in a neat, orderly and

efficient manner and shall provide orderly and courteous personnel.

3. The CONTRACTOR shall supply all required labor and equipment for the completion of the work specified under this contract. The City will assist the CONTRACTOR with spring and fall clean ups by collecting the scrap metal curbside and delivering this material to the CONTRACTOR for disposal.
4. The CONTRACTOR shall make available a site within 2 miles of the City limits for receiving white goods, electronic waste and demolition wastes and agrees to make available, to residential sites as defined by the Ordinance, pick-up service of white goods, electronic wastes and demolition wastes. This service shall be provided for a fee and is not part of the household rate, nor does the City represent to the CONTRACTOR that the provision of such services for receiving white goods, electronic waste and demolition wastes is to be an exclusive service of the CONTRACTOR.

E. Equipment.

1. The CONTRACTOR shall use only standard garbage box units on collection vehicles and such units shall be so constructed that no liquids leak out and so that no material blows or falls out.
2. All collection vehicles used by the CONTRACTOR to fulfill the terms of this contract shall be numbered on both sides of the cab or body. All collection trucks used by the CONTRACTOR to fulfill the terms of this contract shall be equipped with a broom and shovel in working condition. All collection vehicles used by the CONTRACTOR to fulfill the terms of this contract shall be kept clean and as free from offensive odors as possible and such vehicles shall not stand in any street longer than is necessary for the collection of garbage and refuse.
3. All equipment used by the CONTRACTOR to fulfill the terms of this contract shall be stored in a place acceptable to the City; CONTRACTOR certifies that the CONTRACTOR shall maintain, operate, and store all equipment in a lawful manner and shall hold the City harmless thereon.

- F. Terms of Payment. The CONTRACTOR shall submit a bill to the City on the first business day of the month. The bill shall include the CONTRACTOR's name, the contract number and title, the current billing rates, the number of households served or the list of container locations and number of solid waste and recycling collections.

G. Rates.

1. The rates for the year ~~2010-2015~~ are attached in Appendix A:
2. The rates for year ~~2011 - 2014~~ 2016 - 2019 shall be a percentage increase based on the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for Midwest Urban cities under 50,000 population (Size D) for ~~July~~ August. For example, the rate for ~~2016~~ 2011 shall be calculated based on the unadjusted 12 month rate ending ~~July 2015~~ August 2010. This can be accessed in the Bureau of Labor Statistics web site. The rate is capped at **3%** per year. The Director of Public Works will determine the appropriate increase based on the above guidance and inform the Contractor. The Contractor has the option to negotiate for an additional increase due to operational increases beyond the Contractor's control (e.g. fuel price, tipping fees, etc.). The Common Council shall have final authority whether to grant such an adjustment.
3. The base number of households is ~~2560~~ 2660 for ~~2014~~ 2009. The number of households shall be adjusted as of January 1 each calendar year based on the number of single family homes and duplexes ~~built or razed in the previous year on the tax roll~~. The Director of Public Works shall receive this information from the ~~Building Inspector's office from the number of Building Permits and Razing Permits issued in the previous calendar year~~ Finance Director. The Contractor shall be paid the applicable rate per household per month based on this number of households. The Director of Public Works shall inform the Contractor of this number no later than January 15th of the contract year.
4. No adjustment shall be made to the rate based on the recyclable commodities market.
5. The City may choose to add, delete, or change the size or location of containers on City Properties. Rate changes shall be adjusted according to the rates listed in Appendix A. The City may choose to add, delete, or change the size or location of containers on City Properties. Rate changes shall be adjusted for each calendar year if the City adds, deletes, or changes the size or location of containers on City Properties.
6. The Contractor shall include the cost of collection of City waste into the billing for households. This includes waste collected by the Parks Department, Street Department and other Departments and delivered to the Contractor's site. This does not include waste from a natural disaster. That waste shall be collected and disposed of at current rates as negotiated at the time of the event.

7. The Contractor is responsible for weekly collection of waste from individual containers along the sidewalk in the Downtown Area. The containers are on or adjacent to Main Street between Water and Chestnut Streets, on Second Street between Main and Furnace Streets and at the corner of Mineral and Third Street. As of August 21, 2014 there are 19 such containers in the Downtown Area. If there is a change in the number, size and/or location of containers, an adjustment to the billing may be requested by either the City or Contractor at the end of each calendar year of the contract for adjustment in the upcoming year.

H. Recycling.

1. The Contractor shall not commingle or mix recyclable materials with other solid waste for purposes of collection, storage or transportation.
2. The Contractor shall assist the City in enforcing the terms of the Solid Waste Ordinance by refusing to pick up containers which do not comply with said ordinance. The Contractor shall train its employees to make reasonable effort to tag all non-compliant containers and indicate the reason the container is not in compliance with said ordinance. The Contractor shall accept containers delivered to the Contractor by the City's Director of Public Works without additional charge. The Director of Public Works shall be the final authority on whether a container complies with said ordinance. The Contractor shall be held harmless from any violation of the City Ordinance by accepting a non-compliant container delivered by the Director of Public Works under this paragraph.
3. The Contractor is not required to pick up recycling material that is left curbside as part of this contract if those materials are not properly prepared by the resident.
4. For all years, the City will recycle those items set forth in the Ordinance. In addition to the above, office mixed paper shall be recycled from City properties.
5. The City shall adopt an Ordinance modifying the list of materials required by State law to be recycled.
6. The Contractor shall collect and weigh City of Platteville residential and City properties recyclables separate from any other collection contracts he may operate.

I. Documentation.

1. The Contractor shall provide the City with data regarding the amount of solid waste generated and other pertinent data for the purpose of monitoring the effectiveness of the recycling program and demonstrating compliance with State law. This includes overall weight of solid waste collected and weight by category of recyclables. The annual data shall be compiled and submitted to the City prior to March 1 of the following year.
2. The data collected shall be reported as requested by the City. The Contract name and number, column headings designating what is being listed with the relevant units shall appear on each page of any such report. All material collected under this contract shall be included in this report. Material collected under other service agreements or contracts shall not be included in this report.
3. The City has the right to monitor the collection and witness the weighing of materials as frequently as it determines necessary to verify the accuracy of the reports. The City may require the use of an independent scale to verify the accuracy of the Contractor's scales.

J. Changes in Regulatory Law. Both parties agree that changes and amendments in regulatory requirements; including Federal, State, County and local governments, departments and agencies, may materially affect the Contractor's or City's performance under the terms of this agreement. Both parties agree to re-negotiate this agreement in this event.

K. City Properties Collection. The collection container placed at the Wastewater Treatment Plant will contain sewage grit. Any special provision for proper disposal shall be the responsibility of the Contractor.

L. Drop Off Center. The Contractor is required to operate a drop off location for all residents of the City. This location shall meet the following specifications and be subject to the approval of the Director of Public Works.

1. The Drop off center must be open not less than 50 hours during the week and include hours on Saturday. The facility need not be open on National Holidays.
2. The Drop off center must provide adequate and separate disposal locations for solid waste and all recyclables handled for residential households. In addition to these items, the Contractor must provide for the disposal of white goods, tires, electronic waste and demolition materials. The Contractor may charge a fee for any or all of the services in this section.

M. Special Pick Up.

1. The Special pick up service must be available on a weekly basis for all City residents. The time for this service shall be arranged between the Contractor and the resident desiring service.
2. The Director of Public Works may use this Special Pick Up service as an enforcement measure for residents who do not comply with the City Ordinance. This service shall be billed directly to the City at the same rate as charged to residents. The City is responsible for recovering any costs incurred.
3. The special pick up service must provide for disposal of solid waste, and all recyclables handled for residential households. In addition to these items, the Contractor shall provide for the disposal of white goods, tires, electronic waste and demolition materials. The Contractor may charge a fee for any or all services in this section.

N. City-wide Clean Up. The Contractor is required to assist the City to provide two city-wide clean ups per year. They shall generally be held in the spring and fall on dates mutually agreed to between the City and Contractor. The cost of this service shall be included in the cost of Residential collection.

1. The Contractor shall provide disposal for all solid waste, and scrap metals collected during these events.
2. The City shall assist the Contractor by collecting scrap metal.
3. The Contractor shall provide collection vehicles for the use of City crews, if they are available.
4. The City shall implement a policy that limits the size of the pick up for a single family dwelling to no more than 4' x 4' x 10', or approximately 6 cubic yards for any single clean up date.

Appendix A
Base Rate for 2015

Households: The rate for 2015 shall be fixed at \$9.83 per household per month for both solid waste and recycling. The breakout of costs will be \$6.26 for solid waste and \$3.57 for recycling per household per month.

The rate is calculated as follows:

	Solid Waste	Recycling
2014 rate:	\$ 5.89	\$ 3.45
City Properties	\$ 0.19	\$ 0.02
Subtotal	\$ 6.08	\$ 3.47
3% Increase	\$ 0.18	\$ 0.10
	\$ 6.26	\$ 3.57

City Properties: Included in the cost of Household collection.

Appendix A
Base Rate for 2010

~~Households: The rate for 2010 shall be fixed at \$8.75 per household per month for both solid waste and recycling. The breakout of costs will be \$5.52 for solid waste and \$3.23 for recycling per household per month.~~

~~City Properties: The rate in 2010 shall be as follows:
Recycling: \$7.24 per location per month~~

~~Rental: \$7.24 per container per month~~

~~Collection/Disposal (1½ cu. yd.): \$ 5.99 per location per mo.
Collection/Disposal (2 cu. yd.): \$10.16 per location per mo.~~

City of Platteville
STAFF REPORT AND FISCAL NOTE

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Update	
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Title:
 City & RDA Loan Agreement for 25 E. Main Street

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Judy Wall (Wall Properties) is in the process of purchasing the building at 25 E. Main Street, which currently contains the Platteville Journal and some apartments. The building has issues with the front façade, which is the reason for the scaffolding that has been on the sidewalk in front of the building. Missing flashing and deterioration of the mortar has allowed water to enter behind the masonry, which has rusted a steel beam that holds up part of the façade. The front façade needs to be removed and the beam structurally repaired, and then the masonry façade will be cleaned and put back. The brick wall between this building and the building to the east is also deteriorating and needs to be repaired. The first floor windows & doors and the roofing would be replaced as part of the project.

Additional work would also be done on the interior to improve and expand the apartments in the building, which are currently vacant. The applicant is proposing to add apartments to the basement area, and upgrade the existing apartments. There are currently 2 apartments, but the building would have 5 when completed.

The developer has submitted an application to the RDA for financial assistance through the revolving loan fund. The requested loan would provide assistance with the cost of the building improvements. The RDA has already approved a loan of \$80,000 at a rate of 1%, amortized over 20 years, with a 7-year balloon payment. This assistance would come from the RDA's funds and would help with the exterior building improvements.

The RDA doesn't have adequate funds to assist with the \$172,000 cost of the interior remodeling project. For that reason, the RDA would like the City to borrow the funds needed to support the project. Bids were requested from local banks for the \$172,000 loan, which would have a 7-year balloon payment, amortized over 20 years. This would be for a loan to the City, which would then be loaned to the developer to assist with the building improvements. Staff received loan bids from six banks as shown below:

- 1.98% Fidelity Bank
- 2.75% American Bank & Trust
- 3.75% Mound City Bank
- 3.99% Livingston State Bank (plus up to \$800 loan documentation preparation costs)
- 4.24% Clare Bank
- 6.375% Wisconsin Bank & Trust

Recommendation:

The RDA has voted to recommend that the City borrow the funds, which can then be loaned to the applicant. The RDA also recommends that the loan rate be increased slightly (about 1%) to cover some of the City's administrative costs in providing the loan.

Based on the RDA recommendation, Staff recommends that the Council accept the loan bid from Fidelity Bank, and then provide a loan to Wall Properties in the amount of \$172,000 at a rate of 3% with a 7-year balloon payment amortized over 20 years.

Staff also recommends that the loan be made subject to an approved Development Agreement, which is attached. *The proposed Development Agreement has been modified to add language regarding payment of the loan in installments as the project is completed, rather than all at one time.*

Impact Of Adopting Proposal:
 Approving the request will provide a loan to assist with the building improvements.

Fiscal Estimate:

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

Narrative/assumptions About Long Range Fiscal Effect:

Approval will impact the City's borrowing capacity, but the repayment of the loan will come directly from the payments received from Wall Properties so it will not have any direct impact on the budget.

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 Prepared By: Joe Carroll	Date: October 20, 2014
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LOAN AND DEVELOPMENT AGREEMENT

This agreement entered into this ____ day of _____, 2014 by and between Judith A. Wall and Kenneth J. Wall, d/b/a Wall Properties, with its principal office located at 109 E. Blackhawk Avenue, Prairie du Chien, WI 53821, (the forgoing as the "Developer"), the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"), and the City of Platteville Redevelopment Authority (the "RDA"). Upon any sale, transfer or conveyance of an interest in the property at 25 East Main Street, in the City of Platteville, Grant County, Wisconsin, further described in EXHIBIT A (the "Property"), the term Developer shall include any subsequent fee title owner of the Property.

WHEREAS, the RDA has expressed a need to eliminate blight and expand the commercial base of the City to meet the needs of its citizens and to promote commercial growth, and

WHEREAS, the participants in this Agreement wish to redevelop a commercial facility and eliminate blight within the City of Platteville, and

WHEREAS, the Common Council of the City of Platteville (the "Common Council") adopted a Resolution for TID No. 7 and adopted a project plan entitled **Project Area Redevelopment Plan For Tax Increment District No. 7 and Redevelopment District No. 1, City of Platteville, Wisconsin ("Project Plan")**, and

WHEREAS, the TID No. 7 was created to encourage and facilitate blight elimination and redevelopment within the City of Platteville, and

WHEREAS, the City may provide TIF funds to the RDA to encourage private property owners to eliminate blight within TID No. 7 and Redevelopment District No. 1, and

WHEREAS, the RDA has found that the improvement of real property within the TID No. 7 as proposed by the Developer for the Private Development will be in furtherance of the goals of the proposed Project Plan and is likely to significantly enhance the value of the real property in TID No. 7, and

WHEREAS, Developer wishes to undertake the remodeling and redevelopment of the Property, located within the boundaries of Tax Incremental District No. 7 (TID No. 7), City of Platteville, Grant County, Wisconsin, and wishes to undertake construction of certain related site improvements; and

WHEREAS, in connection with its approval of the redevelopment, the City has approved the use of tax incremental financing for the purpose of recovering all eligible project costs (as

defined in section 66.1105(2)(f), Wis. Stats.) which may be incurred in carrying out the Project Plan as initially adopted or as subsequently amended; and

WHEREAS, The RDA is willing to provide a loan to the developer for expenses as stated in this Agreement, provided that the Developer proceeds with the private development as provided in this Agreement; and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **City and RDA Obligations.** In consideration of the construction to be undertaken by Developer, the City and RDA agree to do the following:
 - A. The RDA shall provide a loan to the Developer to assist with the exterior building improvements proposed for the Property, as described in the project description documents, being attached hereto as EXHIBIT B, and incorporated herein by reference. The loan shall be in the amount of eighty thousand dollars (\$80,000.00), and shall be made at one percent (1%) interest with a seven (7) year balloon payment and a twenty (20) year amortization, and secured by a Mortgage and Note as set forth in EXHIBITS C and D, which are attached hereto and incorporated herein by reference.
 - B. The loan proceeds shall be disbursed by the City in installments as the exterior building improvements as described in EXHIBIT B are completed, as follows:
 - a. Forty thousand dollars (\$40,000) shall be paid to the Developer upon completion of the masonry repairs.
 - b. Ten thousand dollars (\$10,000) shall be paid to the Developer upon completion of the structural repairs to the façade.
 - c. Ten thousand dollars (\$10,000) shall be paid to the Developer upon completion of the window and door replacement.
 - d. Twenty thousand dollars (\$20,000) shall be paid to the Developer upon completion of the roof replacement.

Notwithstanding the above, the installment payments shall be subject to the submittal of sufficient documentary evidence that shows the loan proceeds are being used for improvements to the Property, as described in EXHIBIT B.

- C. The City shall provide a loan to the Developer to assist with the interior building improvements proposed for the Property, as described in the project description documents, being attached hereto as EXHIBIT B, and incorporated herein by reference. The loan shall be in the amount of one hundred seventy two thousand dollars (\$172,000.00), and shall be made at **three percent (3%)** interest with a seven (7) year balloon payment and a twenty (20) year amortization, and secured by a Mortgage and Note as set forth in EXHIBITS E and F, which are attached hereto and incorporated herein by reference.
- D. The loan proceeds shall be disbursed by the City in three installments. The first installment shall be **\$50,000** and paid to the Developer upon execution of the Note and Mortgage attached hereto as EXHIBITS E and F. The second installment in the amount of **\$50,000** shall be paid to the Developer on **May 1, 2015**. The third installment in the amount of **\$72,000** shall be paid to the Developer on **August 1, 2015**. Notwithstanding the above, the second and third installments shall be subject to the submittal of sufficient documentary evidence that shows the loan proceeds are being used for improvements to the Property, as described in EXHIBIT B.

- II. **Developer Obligations.** The Developer shall have the following duties and obligations:
 - A. Developer shall undertake and complete redevelopment construction, in the form of exterior and interior building improvements to the Property as described in EXHIBIT B of this Agreement.
 - B. The exterior redevelopment construction shall be substantially completed on or before July 1, 2015.
 - C. The interior redevelopment construction shall be substantially completed on or before December 31, 2015.
 - D. Developer shall obtain all necessary approvals and permits before undertaking the project.

- E. Developer shall keep the Property adequately insured against loss or damage occasioned by fire, extended coverage perils (to specifically include damage coverage for wind storm and similar natural disaster hazards as the RDA may reasonably require) and name the City and RDA as insured parties under the policy or policies for as long as this Agreement remains in force and the Promissory Notes (Exhibits C and E) owed to the City and RDA remain unpaid. Adequate insurance shall mean the amounts sufficient to rebuild or repair the Property or to pay the Notes in full, including any prior liens or encumbrances. Further, the Developer shall have the right to pay to the RDA and the City the then outstanding balance of all debt owed to the RDA and the City under this Agreement and, if so, will not be required to rebuild, repair or replace any building, improvements or related equipment damaged or destroyed.
- F. Developer shall provide the RDA a loan commitment from a reputable title insurance company which shall disclose that Developer has title to the Property free and clear of any lien or encumbrance, except restrictions and easements of record, if any, and further excepting any liens which the RDA has expressly agreed will be paramount to its mortgage(s) on the Property.
- G. Developer shall provide the RDA sufficient documentary evidence (which may consist of paid invoices) showing the improvements have been made as described in Exhibit B and the loan proceeds used to pay for such site and building improvements. Sufficient documentary evidence shall be provided prior to the issuance of the second and third loan payments, and all the necessary information shall be provided on or before December 31, 2015. Developer shall be obligated to return to the RDA any loan proceeds which remain unspent or for which sufficient documentation is not provided, by January 31, 2016.
- H. The payments due the RDA and the City by the Developer under the terms of the Promissory Notes shall be made by automatic withdrawal from an account or accounts maintained by Developer made payable to the City of Platteville.
- III. **Term.** The term of this Agreement shall be seven (7) years from its date or until the Notes in Exhibits C and E are paid in full, whichever is sooner. The duties, obligations and

benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.

- IV. **Nonassignability.** The rights and obligations contained in this document are non-assignable without written approval of both parties, which will not be unreasonably withheld; provided, however, that Developer may transfer the rights and obligations contained in this document to any entity controlling, controlled by or under common control with Developer, without written approval from the RDA.
- V. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- VI. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- VII. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

WALL PROPERTIES, DEVELOPER

By: _____

By: _____

Judith A. Wall

Kenneth J. Wall

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Judith A. Wall, Guarantor

Kenneth J. Wall, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

* _____

Notary Public, State of _____

Notary Public, State of _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT A

Property Description

Part of Lot One Hundred Eleven (111) of the Original Plat of the Village (now City) of Platteville, Grant County, Wisconsin, according to the recorded map or plat thereof, described as follows:

Commence at the Northeast corner of the West ½ of said Lot 111;
Thence West on Main Street 21 feet;
Thence South at right angles to said street 104 feet;
Thence Easterly 21 feet;
Thence Northerly 104 feet to the place of beginning.

Also a strip of land 3 feet wide and 80 feet deep off the West side of the East ½ of Lot 111 fronting 3 feet on said street.

Also a right of way for drainage, sewerage and drayage 10 feet in width extending from the South line of said tract 94 feet Southwardly to the alley running through Block Forty (40) in the Village (now City) of Platteville, the East side of said right of way being a line found by extending the East line of said above described tract to said alley running through Block 40.

EXHIBIT B

Description of Project

Exterior Building Improvements:

Masonry Repairs:

- Remove the masonry façade along Main Street.
- Clean and replace the masonry façade.
- Tuckpoint the east wall.

Complete structural repairs to the façade.

Replace the first floor windows and doors.

Replace the roof.

Interior Building Improvements:

Renovate the three existing apartments, including:

- Replacing the cabinets in the kitchens and bathrooms.
- Replacing the kitchen countertops.
- Replacing the bathroom fixtures.
- Replacing the flooring where needed.
- Repainting the interior walls.

Add two additional apartment units to the lower level of the building.

EXHIBIT C

Promissory Note: \$80,000 Loan

EXHIBIT D

Mortgage: \$80,000 Loan

EXHIBIT E

Promissory Note: \$172,000 Loan

EXHIBIT F

Mortgage: \$172,000 Loan

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

<input type="checkbox"/> Original <input checked="" type="checkbox"/> Update	
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Title:
Property Sale and Redevelopment Proposals

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The City Council selected proposals for each of the 12 residential rental properties that were obtained by the City through a legal judgment. The approval was subject to the following conditions:

- a. Submittal of the completed Residential Offer to Purchase document.
- b. Submittal of the completed Addendum to Residential Offer to Purchase document.
- c. Approval and execution of a Development Agreement.

All of the selected bidders have been contacted regarding the Council decision. Each bidder has indicated they are still interested in pursuing the purchase and redevelopment of the properties as proposed. The two offer to purchase documents have been drafted for each property and are being provided to the bidders for their review and signature. As of today, the signed documents have been provided for six of the properties.

Staff has drafted the Development Agreement documents for each of the properties in which the signed purchase documents have been provided. The basic agreement requirements are the same for all the properties, but each agreement has been customized for each property. The agreement for each property specifies the terms regarding the sale of the property, the City's obligations regarding the sale and development, and the developer's obligations regarding the redevelopment of the property. The agreement includes conditions that must be met, deadlines for meeting those conditions, and penalties if the conditions are not met in the required period of time. The Development Agreements are attached for the following properties:

- 375 Irene Street – Irish Properties LLC
- 235 Third Street – Rigafellers Enterprises Inc.
- 260 S. Chestnut Street – Rigafellers Enterprises Inc.
- 310 W. Gridley Avenue – Straight Arrow LLC
- 185 Center Street – Droessler Properties LLC
- 430 S. Chestnut Street – Droessler Properties LLC

Recommendation:

Staff recommends approval of the development agreements for each property.

Impact Of Adopting Proposal:

Approval of the development agreements will allow the sale of the properties to proceed.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input 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 checked="" 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 <input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

The sale of the properties will bring in additional revenue to off-set the costs incurred in obtaining the properties.

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 Prepared By: Joe Carroll	Date: October 7, 2014
--	-----------------------

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between David R. Irish and Judy A. Irish, d/b/a Irish Properties, LLC, with its principal office located at 127 Milke Drive, Potosi, WI 53820, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 375 Irene Street, further described as Lot 1 and the East half of the abutting closed alley, in Block D of the Hawley Addition to the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$25,000 (Twenty Five Thousand dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:

- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
- B. The City shall pay all delinquent or outstanding sewer and water bills for the property.

III. **Developer Obligations.** The Developer shall have the following duties and obligations:

- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
- B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
- C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
- D. The redevelopment construction shall be substantially completed on or before June 1, 2016. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
- E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
- F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$150,000 by January 1, 2017, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2017.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.

- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
 - B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty**. If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term**. The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability**. The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

IRISH PROPERTIES LLC, DEVELOPER

By: _____

David R. Irish, Member

By: _____

Judy A. Irish, Member

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

David R. Irish, Guarantor

Judy A. Irish, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

*

Notary Public, State of _____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

*

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 375 Irene Street will consist of demolishing the existing house structure and replacing it with the construction of a new dwelling. The new dwelling will be a two-story structure, with approximately 2,200 square feet of floor area, and it will contain four bedrooms. The dwelling will be constructed using energy-efficient materials and new products. The dwelling is intended to be used for college rental purposes.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Ron Riege, d/b/a Rigafellers Enterprises, LLC, with its principal office located at 3081 Vinburn Road, Sun Prairie, WI 53590, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 235 Third Street, further described as the North half of Lot 93 and the North half of the West half of Lot 94 excluding the South 6 feet, of the Original plat of the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$35,250 (Thirty Five Thousand Two Hundred Fifty dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time

prior to the date of closing, provided however, Developer shall undertake no construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially complete within one year of the date the appeal rights of Leonard Kallembach, LLC are exhausted in connection with the City of Platteville, Plaintiff - Respondent vs. Darrel L. Kallembach, Defendant, Leonard Kallembach, LLC, Interested Party - Appellant, Appeal No. 14 AP 1585, which case is currently pending in the State of Wisconsin Court of Appeals District IV. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code

prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.

- F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.
- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$60,000 by the next January 1st after the deadline specified in Section III. D, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning the next January 1st after the deadline specified in Section III. D.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.

IV. **Non-performance Penalty** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.

- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
- B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty

is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.

- V. **Additional Non-performance Penalty**. If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term**. The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability**. The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity.

Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 235 Third Street will consist of the repair and renovation of the existing dwelling structure. The project will include the interior and exterior remodeling of the structure as needed to achieve compliance with the rental code and to upgrade the structure to modern standards. .

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Ron Riege, d/b/a Rigafellers Enterprises, LLC, with its principal office located at 3081 Vinburn Road, Sun Prairie, WI 53590, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 260 S. Chestnut Street, further described as Lot 1, Block 38 of the Assessment Plat of the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$33,750 (Thirty Three Thousand Seven Hundred Fifty dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially completed on or before December 15, 2015. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
 - F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$114,000 by January 1, 2016, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2016.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.

- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
 - A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
 - B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty**. If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term**. The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability**. The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.
- VIII. **Complete Agreement**. This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.

- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 260 S. Chestnut Street will consist of the repair and renovation of the existing dwelling structure. The project will include the interior and exterior remodeling of the structure as needed to achieve compliance with the rental code and to upgrade the structure to modern standards.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between John Duggan and Dustan Duggan, d/b/a Straight Arrow, LLC, with its principal office located at 63 Means Drive, Platteville, WI 53818, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 310 W. Gridley Avenue, further described as the Eastern 90 feet of Lot 5, Block 5 of the Straw Addition to the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$22,401 (Twenty Two Thousand Four Hundred One dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially completed on or before December 1, 2015. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
 - F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$92,000 by January 1, 2016, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2016.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.

- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
- B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty.** If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term.** The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability.** The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.
- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.

- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands below.

STRAIGHT ARROW LLC, DEVELOPER

By: _____

John Duggan, Member

By: _____

Dustan Duggan, Member

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

John Duggan, Guarantor

Dustan Duggan, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

Notary Public, State of _____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 310 W. Gridley Avenue will consist of the repair and renovation of the existing dwelling structure. The project will include the installation of foam insulation within the exterior concrete block walls and the installation of ¾" of rigid insulation to the exterior of the walls. A sliding patio door will be installed, which will lead to a new deck. The exterior will then receive new vinyl siding and new windows. Storm damage to the roof will be repaired. Interior remodeling of the structure will be completed to achieve compliance with the rental code and to upgrade the structure to modern standards. A concrete driveway will be poured to provide sufficient parking.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Zachary R. Droessler and Gina Droessler, d/b/a Droessler Properties, LLC, with its principal office located at 3762 Wiederholt Drive, Cuba City WI 53807, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 185 Center Street, further described as the North 45 feet of Lots 3 and 4, Block E of the West Platteville Addition to the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$15,000 (Fifteen Thousand dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially completed on or before June 1, 2016. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
 - F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$135,000 by January 1, 2017, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2017.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.

- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
 - B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty.** If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term.** The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability.** The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands below.

DROESSLER PROPERTIES, LLC, DEVELOPER

By: _____

Zachary R. Droessler, Member

By: _____

Gina Droessler, Member

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Zachary R. Droessler, Guarantor

Gina Droessler, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

*

*

Notary Public, State of _____

Notary Public, State of _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 185 Center Street will consist of demolishing the existing house structure and replacing it with the construction of a new dwelling. The new dwelling will be a raised ranch single-family structure. The dwelling will be constructed using energy-efficient materials and new products. The dwelling is intended to be used for college rental purposes.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Zachary R. Droessler and Gina Droessler, d/b/a Droessler Properties, LLC, with its principal office located at 3762 Wiederholt Drive, Cuba City, WI 53807, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 430 S. Chestnut Street, further described as Lot 16, Block 36 of the Assessment Plat of the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$14,000 (Fourteen Thousand dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially complete within eighteen months of the date the appeal rights of Leonard Kallembach, LLC are exhausted in connection with the City of Platteville, Plaintiff - Respondent vs. Darrel L. Kallembach, Defendant, Leonard Kallembach, LLC, Interested Party - Appellant, Appeal No. 14 AP 1585, which case is currently pending in the State of Wisconsin Court of Appeals District IV. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.

- F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.
 - G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$135,000 by the next January 1st after the deadline specified in Section III. D, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning the next January 1st after the deadline specified in Section III. D.
 - H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.
- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
 - B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide

Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.

V. **Additional Non-performance Penalty**. If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.

VI. **Term**. The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.

VII. **Nonassignability**. The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity.

Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.

- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.

- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands below.

DROESSLER PROPERTIES LLC, DEVELOPER

By: _____

By: _____

Zachary R. Droessler, Member

Gina Droessler, Member

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Zachary R. Droessler, Guarantor

Gina Droessler, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

* _____

Notary Public, State of _____

Notary Public, State of _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 430 S. Chestnut Street will consist of demolishing the existing house structure and replacing it with the construction of a new dwelling. The new dwelling will be a raised ranch single-family structure. The dwelling will be constructed using energy-efficient materials and new products. The dwelling is intended to be used for college rental purposes.

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

Original Update

Title: City of Platteville Community Sign Design

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The City has budgeted \$30,000 to fund the design, purchase and installation of new welcome signs in 2014.

A sign committee consisting of community members was developed by the City Manager. The committee consisted of: Barbara Daus and Eileen Nickels, Platteville Common Council; Jack Luedtke, Main Street Program; Jaime Collins, Southwest Health; Julie Klein, Benvenutos Restaurant; Kathy Kopp, Platteville Regional Chamber; Katie Weigel and Johanna Belken, University of Wisconsin-Platteville; Jodie Richards, City of Platteville Communications Specialist.

The consensus was that the sign should be the following: simple, clean, timeless, durable, and welcoming, with a neutral color scheme. Monument style with a base made of stone that can be found in the area would be ideal. (Similar to the base of statues in city park).

After vendor suggestions were made by the committee, the Communications Specialist reached out to five different vendors. Of the five vendors contacted, only two submitted design proposals. The designs came from Lange Sign Group, East Dubuque, IL and Badger Lighting and Signs, Brookfield, WI.

After reviewing these design proposals, the sign committee felt that Lange Sign Group captured the best representation of the City of Platteville. The Communications Specialist also provided a side-by-side cost comparison to the committee, in which also favored Lange Sign Group. The cost of two signs designed by Lange Sign Group equals \$11,998.00.

Once the sign design is approved by the Common Council, the Communications Specialist plans to propose two sign locations, along with suggested contractors and their installation expenses. Installation expenses outside of the sign itself, will consist of: digging/ground work for concrete base, forming and pouring of concrete, stone work and electrical hookup costs.

Due to this lengthy process, the Communications Specialist is requesting that the \$30,000 budgeted in 2014 for this project, be carried over to 2015.

Recommendation:

Staff recommends approval of the proposed design submitted by Lange Sign Group, and that budgeted sign funding be carried over to the 2015 budget.

Impact Of Adopting Proposal:

Carry over budgeted \$30,000 for this project to 2015. Communications Specialist will continue with next steps of the project as stated.

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 checked="" 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> <hr/> <p><u>Vote Required:</u></p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>
--	--

Narrative/assumptions About Long Range Fiscal Effect:

Budgeted expenses to occur in 2015 as opposed to 2014.

Expenditure/Revenue Changes: N/A

Budget Amendment No. _____	No Budget Amendment Required <input checked="" type="checkbox"/>
----------------------------	--

LANGE

SIGN GROUP

www.langesign.com

Client: City of Platteville

Approved:

Scale: 3/8"=1'-0"

Date: 9/17/14

Sketch: coplattv4

Drawn: Steph F

Sales: ML

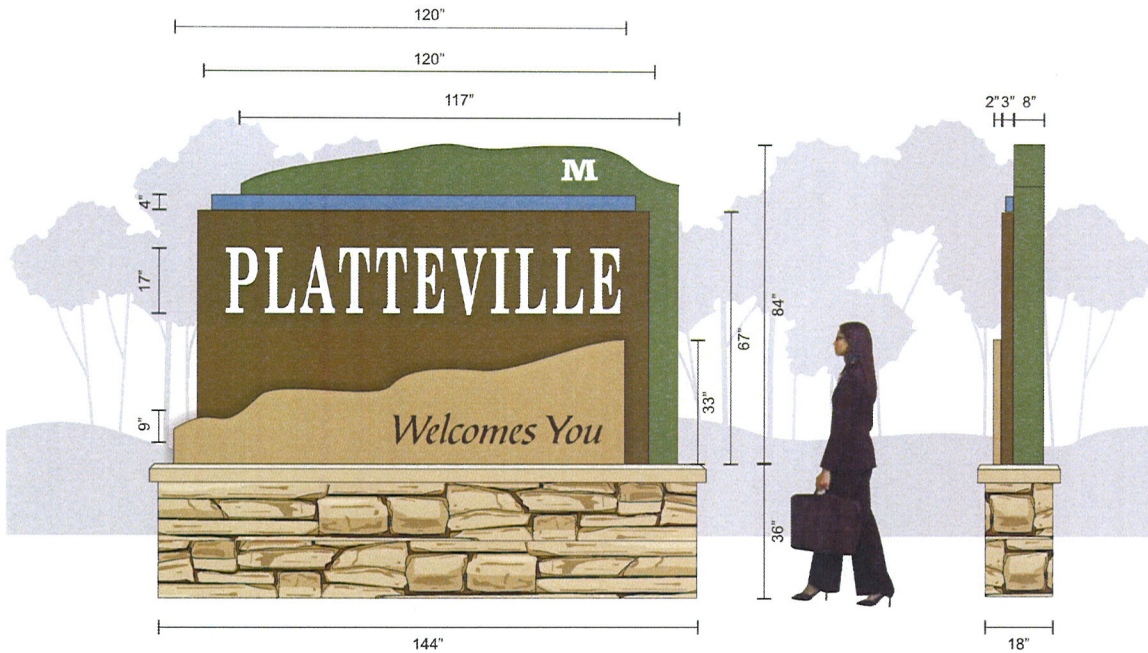


**PDF COPY
MAY NOT BE TO SCALE**

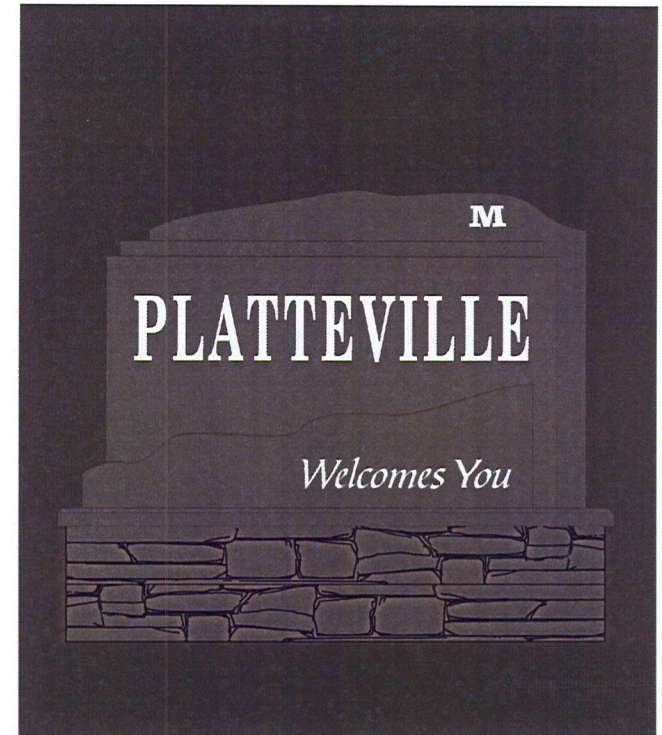
TRI-STATE AREA
1780 IL Route 35 N
E. Dubuque, IL 61025
815.747.2448
(FAX)815.747.3049
(Toll free)888.582.6979

QUAD CITIES AREA
5569 Carey Ave.
Davenport, IA 52807
563.388.6650
(FAX)563.388.6654
(Toll free)800.804.8025

These plans are the exclusive property of the Lange Sign Group and are the result of the original work of it's employees, they are submitted to your company for the sole purpose of your consideration of whether to purchase from Lange Sign Group. A sign manufactured according to these plans, distribution, or exhibition of these plans to anyone other than the employees of your company or use of these plans to construct a sign similar to the one embodied herein is expressly forbidden. ©COPYRIGHT 2013 LSG



Quantity (2)



Night View

Furnish and install S/F illuminated multi-layer fabricated aluminum sign, sprayed (4) colors with copy routed from aluminum, backed with white acrylic "Welcomes You" overlaid with perforated black vinyl and illuminated with white LED's. Sign mounted on limestone base with cap (by others)

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

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Update	
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Title:
Property Sale and Redevelopment Proposals

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

The City Council selected proposals for each of the 12 residential rental properties that were obtained by the City through a legal judgment. The approval was subject to the following conditions:

- a. Submittal of the completed Residential Offer to Purchase document.
- b. Submittal of the completed Addendum to Residential Offer to Purchase document.
- c. Approval and execution of a Development Agreement.

The signed offer to purchase documents have been provided for five additional properties.

Staff has drafted the Development Agreement documents for each of the properties in which the signed purchase documents have been provided. The basic agreement requirements are the same, but each agreement has been customized for each property. The agreement for each property specifies the terms regarding the sale of the property, the City's obligations regarding the sale and development, and the developer's obligations regarding the redevelopment of the property. The agreement includes conditions that must be met, deadlines for meeting those conditions, and penalties if the conditions are not met in the required period of time. The Development Agreements are attached for the following properties:

- 565 W. Cedar Street – River to Valley Initiatives
- 255 Division Street – River to Valley Initiatives
- 335 Division Street – River to Valley Initiatives
- 420 & 440 Southwest Road - River to Valley Initiatives

Recommendation:

Staff recommends approval of the development agreements for each property.

Impact Of Adopting Proposal:

Approval of the development agreements will allow the sale of the properties to proceed.

Fiscal Estimate:

<p><u>Fiscal Effect (check/circle all that apply)</u></p> <p><input 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 checked="" 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 <input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

The sale of the properties will bring in additional revenue to off-set the costs incurred in obtaining the properties.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Judith Wall and Julia Henley, d/b/a River to Valley Initiatives, Inc., with its principal office located at 109 E. Blackhawk Avenue, Prairie du Chien, WI 53821, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 565 W. Cedar Street, further described as Lot 1 of Block C of the Rountree Northwest Addition to the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$20,349.76 (Twenty Thousand Three Hundred Forty Nine dollars and Seventy Six cents), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially completed on or before June 1, 2016. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
 - F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$165,000 by January 1, 2017, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2017.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.

IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.

- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
- B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty.** If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term.** The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability.** The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

RIVER TO VALLEY INITIATIVES, INC, DEVELOPER

By: _____

By: _____

Judith Wall

Julia Henley

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Judith Wall, Guarantor

Julia Henley, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

*

*

Notary Public, State of _____

Notary Public, State of _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 565 W. Cedar Street will consist of demolishing the existing house structure and replacing it with the construction of a new dwelling. The new dwelling will be a two-story single-family structure. The dwelling will have a minimum of three bedrooms, two baths and approximately 1,800 sq. ft. The home will be constructed using energy-efficient materials and new products. The dwelling is intended to be used for resale to an owner-occupied resident.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Judith Wall and Julia Henley, d/b/a River to Valley Initiatives, Inc., with its principal office located at 109 E. Blackhawk Avenue, Prairie du Chien, WI 53821, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 255 Division Street, further described as Lot 19 of Henry's Addition to the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$22,974 (Twenty Two Thousand Nine Hundred Seventy Four dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially completed on or before June 1, 2016. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
 - F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$165,000 by January 1, 2017, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2017.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.
- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
- B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty.** If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term.** The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.
- VII. **Nonassignability.** The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands below.

RIVER TO VALLEY INITIATIVES, INC, DEVELOPER

By: _____

Judith Wall

By: _____

Julia Henley

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Judith Wall, Guarantor

Julia Henley, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

Notary Public, State of _____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 255 Division Street will consist of demolishing the existing house structure and replacing it with the construction of a new dwelling. The new dwelling will be a two-story single-family structure. The dwelling will have a minimum of three bedrooms, two baths and approximately 1,800 sq. ft. The home will be constructed using energy-efficient materials and new products. The dwelling is intended to be used for resale to an owner-occupied resident.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Judith Wall and Julia Henley, d/b/a River to Valley Initiatives, Inc., with its principal office located at 109 E. Blackhawk Avenue, Prairie du Chien, WI 53821, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 335 Division Street, further described as Lot 15 of Henry's Addition to the City of Platteville, Grant County, Wisconsin (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$27,758 (Twenty Seven Thousand Seven Hundred Fifty Eight dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

- II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:
- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
 - B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- III. **Developer Obligations.** The Developer shall have the following duties and obligations:
- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
 - B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
 - C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT A of this Agreement.
 - D. The redevelopment construction shall be substantially completed on or before December 1, 2015. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
 - E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.
 - F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.

- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$165,000 by January 1, 2016, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2016.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.
- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
- A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.
- B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.

C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.

V. **Additional Non-performance Penalty**. If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.

VI. **Term**. The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.

VII. **Nonassignability**. The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.

- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF PLATTEVILLE, WISCONSIN

By: _____
Larry Bierke, City Manager

ATTEST: (SEAL)

Jan Martin, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Larry Bierke and Jan Martin, personally known to me to be the persons who executed the foregoing instrument and such persons duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have set their hands below.

RIVER TO VALLEY INITIATIVES, INC, DEVELOPER

By: _____

Judith Wall

By: _____

Julia Henley

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Judith Wall, Guarantor

Julia Henley, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

Notary Public, State of _____

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

* _____

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

Redevelopment Construction Description

The redevelopment construction for the property at 335 Division Street will consist of renovating and repairing the existing house structure. The dwelling will have a minimum of three bedrooms, two baths and an open floor plan. The home will be remodeled using energy-efficient materials and new products. The dwelling is intended to be used for resale as a single-family home to an owner-occupied resident.

DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2014 by and between Judith A. Wall and Julia Henley, d/b/a River to Valley Initiatives, Inc., with its principal office located at 109 E. Blackhawk Avenue, Prairie du Chien, WI 53821, (the forgoing as the "Developer") and the City of Platteville, Grant County, Wisconsin, a municipality organized under the laws of the State of Wisconsin (the "City"). Upon any sale, transfer or conveyance of all or any portion of the Property, the term Developer shall include any subsequent fee title owner.

WHEREAS, the City has expressed a need to eliminate blight and expand the tax base of the City and to promote residential growth, and

WHEREAS, the participants in this Agreement wish to redevelop property and eliminate blight within the City of Platteville, and

WHEREAS, Developer wishes to undertake the redevelopment of the property at 420 and 440 Southwest Road, City of Platteville, Grant County, Wisconsin, as further described in EXHIBIT A (the "Property"); and

WHEREAS, the parties believe it to be in their mutual best interest to enter into a written Development Agreement which sets forth the terms of understanding.

NOW, THEREFORE, it is hereby agreed as follows:

- I. **Purchase.** Developer shall purchase the Property from the City according to the terms and conditions as set forth in the Residential Offer To Purchase ("The Offer") dated September 15, 2014.
 - A. This transaction is to be closed at the office of the City Manager, or other mutually agreeable location, as set forth in The Offer.
 - B. At the closing, upon payment of the purchase price of \$54,127 (Fifty Four Thousand One Hundred Twenty Seven dollars), the City shall convey the property by quit claim deed, and the City shall complete and execute the documents necessary to record the conveyance.
 - C. Legal possession and occupancy of the Property shall be given to Developer on the date of closing. Developer may have reasonable access to the Property at any time prior to the date of closing, provided however, Developer shall undertake no

construction or excavation activities prior to the date of closing without the prior written consent of the City.

II. **City Obligations.** In consideration of the construction to be undertaken by Developer, the City agrees to do the following:

- A. The Offer notwithstanding, the City shall pay the real estate taxes due on the property for 2013 and prior years, with the 2014 taxes payable in 2015 prorated through the date of closing.
- B. The City shall pay all delinquent or outstanding sewer and water bills for the property.
- C. The City Plan Commission shall approve a lot consolidation that combines the property at 420 Southwest Road and the property at 440 Southwest Road, which is further described in EXHIBIT A, into one legal parcel. The approval may be conditioned upon the Developer providing and recording a Certified Survey Map after approval. If the Plan Commission fails to approve the lot consolidation, this Agreement shall be void.

III. **Developer Obligations.** The Developer shall have the following duties and obligations:

- A. Developer shall apply for and obtain any necessary zoning approvals and permits from the City and shall comply with all applicable requirements of the Platteville Municipal Code.
- B. Developer shall obtain all necessary building permits from the City and construction shall comply with the State of Wisconsin Uniform Dwelling Code.
- C. Developer shall undertake and complete Redevelopment Construction, in the form of site and building improvements to the Property as described in EXHIBIT B of this Agreement.
- D. The redevelopment construction shall be substantially completed on or before June 1, 2016. Substantial completion shall be considered achieved when the property receives an occupancy permit from the City Building Inspector.
- E. Developer shall provide hard-surfaced, off-street parking for each dwelling unit as necessary to meet the requirements of Chapter 22 of the Platteville Municipal Code

prior to the issuance of the Occupancy permit for each dwelling unit, or as soon as weather conditions allow, as determined by the City Building Inspector.

- F. If applicable, the Property shall be inspected to determine compliance with Chapter 33 of the Municipal Code, and the Developer shall obtain a valid rental license for each unit prior to allowing occupancy.
- G. The Redevelopment Construction undertaken by the Developer on the Property shall provide an increase in the value of the Property to achieve a minimum Fair Market Value of \$450,000 by January 1, 2017, and each year thereafter for the term of this Agreement. For purposes of this Agreement, the Fair Market Value shall be the value of the Property as shown on the Real Estate Tax bill for the Property, beginning January 1, 2017.
- H. Developer shall keep the grass and weeds on the Property mowed and trimmed and maintain the Property free of junk and debris so as to comply with Chapter 5 and Chapter 23 of the Municipal Code. Developer shall also locate building materials used for the project behind the buildings structures to reduce their visibility from the street as much as possible. Developer shall not store or locate building materials or other items on the property that are not associated with the construction or remodeling of buildings located on the Property.
- I. Developer shall provide a Certified Survey Map that shows the lot consolidation as described in Section II. C., and that meets the requirements of Section 236.34 of Wisconsin Statutes. The Certified Survey Map shall be recorded with the Grant County register of deeds prior to the issuance of a building permit for the redevelopment construction described in EXHIBIT B.

- IV. **Non-performance Penalty.** If the Developer fails to provide the redevelopment construction on the Property necessary to achieve the minimum required Fair Market Value for any given year or if the Property or any portion of the Property is exempt from taxation for any given year, then the City may impose a Non-performance Penalty on the Developer.
 - A. Computation of Non-performance Penalty. The Non-performance Penalty imposed for any given year shall be the difference between the amount of real estate taxes that would have been generated from the Property if the minimum Fair Market Value

requirements had been met, and subtracting the actual amount of real estate taxes generated from the Property.

- B. Payment of Non-performance Penalty. Payment of the Non-performance penalty shall be in a single installment due on or before December 31st of each year a penalty is due. The City shall provide the Developer with a written notice that includes the calculation of the amount of payment due. However, failure of the City to provide Developer with a notice of Non-performance Penalty or otherwise enforce payment of the Non-performance Penalty in one or more years shall not be deemed a waiver of the right to enforce payment at a later time.
- C. Interest Costs and Reasonable Fees. If Developer fails to pay any Non-performance penalty when due, then the City may in its sole discretion commence proceedings to collect any unpaid penalty, plus interest and reasonable administrative costs and attorney's fees. The interest shall be calculated at the rate of 12% per annum, computed on the principal amount of the Non-performance penalty from the date payment is due. In addition, if the Developer fails to pay the non-performance penalty, the amount of the penalty and related costs may be imposed by the City as a special charge against the Property which has been conveyed to the Developer, regardless of whether Developer may have conveyed such lot(s) subsequent to the date of this Agreement, and the amount due may then be placed on the real estate tax roll for collection.
- V. **Additional Non-performance Penalty.** If the Developer fails to comply with the Developer Obligations provided in Section III of this Agreement, the City may also issue citations for any violations as set forth in the Municipal Code.
- VI. **Term.** The term of this Agreement shall be until the Developer obligations specified in Section III of this Agreement are completed. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein.

- VII. **Nonassignability.** The rights and obligations contained in this Agreement are non-assignable without written approval of both parties, which will not be unreasonably withheld. Developer shall not transfer, sell or convey any legal or equitable interest in the Property, or any portion of the property (by deed, land contract, option, long term lease or in any way) or Developer's rights and obligations under this Agreement to a tax-exempt entity. Any sale or conveyance in violation of this Section VII shall be void and shall permit the City to impose a non-performance penalty under Section IV of this Agreement.
- VIII. **Complete Agreement.** This Agreement represents the complete agreement of the parties and may be amended only by a writing signed by both parties.
- IX. **Severability.** In the event that any single term of this document is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.
- X. **Applicable Law.** It is understood and agreed that the terms and conditions of this Agreement shall be governed by the laws of the State of Wisconsin and that, in the event of a dispute, venue shall lie for all parties in Grant County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

RIVER TO VALLEY INITIATIVES, INC, DEVELOPER

By: _____

By: _____

Judith A. Wall

Julia Henley

PERSONAL GUARANTEE

The undersigned, for valuable consideration, hereby guarantees payment and performance of all obligations, including sums due or to become due by the Developer under the above Development Agreement including (without limitation) principal, interest and expenses of collection.

Dated: _____, 2014.

Dated: _____, 2014.

Judith A. Wall, Guarantor

Julia Henley, Guarantor

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

Personally came before me on _____,
the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the
same.

*

*

Notary Public, State of _____

Notary Public, State of _____

My Commission Expires: _____

My Commission Expires: _____

EXHIBIT A

Property Description

A parcel of land located in Lots Five (5), Six (6) and Nine (9) of Parkers Addition to the Village (now City) of Platteville, Grant County, Wisconsin, according to the recorded map or plat thereof, described as follows:

Commencing at the Southwest corner of Lot Three (3) in said Parkers Addition;
Thence South $57^{\circ} 14' 18''$ West, 87.16 feet along the northerly line of Southwest Road to the point of beginning;
Thence North $31^{\circ} 06' 55''$ West, 107.53 feet;
Thence North $26^{\circ} 17' 46''$ West, 21.47 feet;
Thence South $86^{\circ} 15' 38''$ West, 64.69 feet;
Thence South $26^{\circ} 18' 33''$ East, 53.05 feet;
Thence South $31^{\circ} 06' 55''$ East, 107.53 feet to a point on the northerly line of Southwest Road;
Thence North $57^{\circ} 14' 18''$ East, 60.11 feet to the point of beginning.

Excepting therefrom a triangular tract at the North end thereof described as viz: Commencing at the Northeast corner of said tract above described, thence South $86^{\circ} 15' 38''$ West, 64.69 feet to the Northwest corner thereof, thence South $26^{\circ} 18' 33''$ East along the Westerly boundary thereof a distance of 23 feet, thence Northeasterly to the point of beginning.

Also including a parcel of land described as follows:

Commencing at the Southwest corner of Lot Three (3) in Parkers Addition to the Village (now City) of Platteville, Grant County, Wisconsin, according to the recorded map or plat thereof;
Thence South $57^{\circ} 20'$ West along the Northerly boundary of South Court Street 147 – $1/3$ feet to the point of beginning;
Thence South $57^{\circ} 20'$ West along the Northerly boundary of said South Court Street 60 feet;
Thence North $33^{\circ} 19'$ West 98.01 feet;
Thence North $57^{\circ} 20'$ East 62.39 feet;
Thence Southeasterly 98.01 feet to the point of beginning.

The above described real estate indicated on the Assessment Plat for the City of Platteville as part of Lots 6 and 7 in Parkers Addition to said City.

EXHIBIT B

Redevelopment Construction Description

The redevelopment construction for the properties at 420 and 440 Southwest Road will consist of demolishing the existing house structures and replacing them with a new structure containing three dwelling units. The project will require the consolidation of the two properties into one parcel via an approved and recorded Certified Survey Map. The project will consist of the construction on the resulting combined parcel a townhome configuration of one building that contains three dwelling units for resale to an owner occupied resident. The structure will contain three townhouses each with a minimum of 3 bedrooms, 2.5 baths and an open floor plan. The first floor would include kitchen, living room, dining room, half bath and laundry room. Each townhouse would have an exposed basement with future useable space. Exterior features of the structure would include 30-year architectural shingles, cement board siding, architectural trim, low-E energy efficient windows, sustainable products for deck construction, maintenance free porch columns, 11' basement wall height and insulated exterior doors. The interior will include energy-efficient products and new materials.

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

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update
--	---------------------------------

Title: Contract 18-14 Snow & Ice Removal

Policy Analysis Statement:

Brief Description And Analysis Of Proposal:

Every year the City contracts out the removal of snow and ice on sidewalks in front of properties that do not shovel their walks. This charge, plus a \$20.00 administrative fee per parcel is billed to the owner. Staff provided bid packages to 5 local firms who have worked with the City before. We received one bid from Four Seasons Landscaping. The bid tabulation is enclosed.

36 hours after a snow fall the Director of Public Works directs the contractor to begin removal efforts. They are required to start with Downtown, and then rotate the area they start with. They are to remove all snow & ice from walks the entire length and width. They take photos with date/time stamp before and after to document the effort. The contractor must receive permission from Public Works to determine whether to charge the ice and packed snow removal charge. They are to shovel obviously undone sidewalks. Any gray areas regarding blowing and drifting, or if the street snow clearing has impacted the ability of the owner to remove snow are to be referred to Public Works. The quote for this year is less than last year's awarded price. Last year the price was \$0.10/SF with minimum \$30.00 for snow only and \$0.10/SF with minimum \$30.00 for ice & packed snow. This year we are requiring the contractor to provide salt – if allowed to be used. In previous years we allowed the contractor to use salt from the City garage.

Recommendation:

Approve award of Contract 18-14 Snow & Ice Removal to Four Seasons Landscaping at the bid price of Twenty cents (\$0.20) /SF with a \$40.00 minimum charge for snow removal and Twenty-five cents (0.25)/SF with \$50.00 minimum charge for ice and packed snow removal.

Impact Of Adopting Proposal:

Allow City to contract for snow removal service.

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:

Included in the budget. The cost of snow removal is billed to the property owner.

Expenditure/Revenue Changes:

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

Prepared By:

Department: Public Works

Prepared By: Howard B. Crofoot

Date: October 21, 2014

CITY OF PLATTEVILLE
Contract 18-14 – Snow & Ice Removal
Bid Opening: Tuesday, October 21, 2014 - 10:00 a.m.

Thomas J. Cullen, Owner
Four Seasons Landscaping and Nursery, LLC
840 E. Bus Hwy 151
Platteville, WI 53818

Remove snow from sidewalks.

\$0.20 per SF

\$ 40.00 minimum/location

Remove ice & packed snow by
Salting and/or scraping.

\$0.25 per SF

\$ 50.00 minimum/location