

**Village of Cambridge Board of Trustees  
Amundson Community Center  
200 Spring Street, Cambridge  
Tuesday September 13, 2022  
6:30 p.m.**

**Village Board Agenda**

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Proof of Posting**
- 4. Invited Speaker:**
  - a. Terry Johnson, Chief, Cambridge Area Volunteer Fire Department
- 5. Public Comment**
- 6. Approval of Consent Agenda:**
  - a. Village Board Minutes: August 23, 2022
- 7. Reports:**
  - a. Presidents Report
  - b. Director Dept of Public Works-Tod Lord
  - c. Economic Development Committee: September 12, 2022
  - d. Plan Commission Meeting: September 12, 2022
  - e. Village Office Updates: Administrator/Clerk Moen
- 8. Treasurer's Report:**
  - a. Bills
- 9. New Business:**
  - a. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-11, Relating to Renaming Streets in the Village of Cambridge
  - b. Discussion and Possible Action Regarding Appointment of Election Workers: Jodi Lyon-Grams and Lawrence Oates
  - c. Discussion and Possible Action Regarding Cambridge Farm to School Park Reservation: October 7-8, 2022; Westside Park
  - d. Discussion and Possible Action Regarding Temporary Class B Wine and Beer License: Cambridge Farm to School, October 8, 2022; Westside Park
  - e. Discussion and Possible Action Regarding First Amendment to Declaration of Condominium for the Vineyard Condominiums: Bill Ranguette: Recommendation from Plan Commission
  - f. Discussion and Possible Action Regarding First Addendum to the Vineyard Condominiums Condominium Plat: Recommendation from Plan Commission
- 10. Unfinished Business:**
  - a. Discussion and Possible Action Regarding Blue Jay Way Reconstruction
  - b. Fire Commission Update
- 11. Correspondence:** None
- 12. Upcoming Meetings:** September 14, Library Board; September 20, Water and Sewer Committee; September 27, Village Board;
- 13. Questions, Referrals to Staff or Future Agenda Items:**

**14. Convene into Closed Session** per 19.85(1)(c) of the Wisconsin Statutes to consider the employment, promotion, compensation or performance evaluation data of Village employees: Public Works Laborer Position, Vacant Village Board Seat, Possible Employee Disciplinary Action And Section 19.85(1)(e) of the Wisconsin Statutes to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Developers Agreement

**15. Reconvene into Open Session**

**16. Action taken in Closed Session**

- a. Discussion and Possible Action Regarding Hiring of Public Works Laborer
- b. Discussion and Possible Action Regarding Vacant Village Board Seat
- c. Discussion and Possible Action Regarding Employee Disciplinary Action
- d. Discussion and Possible Action Regarding TID 6 Developer's Agreement

**17. Adjournment**

Lisa Moen, Administrator/Clerk

Note

- 1) Persons Needing Special Accommodations Should Call 423-3712 At Least 24 Hours Prior To The Meeting.
- 2) More Specific Information About Agenda Items May Be Obtained By Calling 423-3712.
- 3) Final Agendas Are Typically Posted By 4 Pm On The Friday Preceding The Regular Meeting At The Amundson Community Center, Cambridge Post Office, Hometown State Bank, Badger Bank and the Village Website

**Village of Cambridge Board of Trustees  
Amundson Community Center  
200 Spring Street, Cambridge  
Tuesday August 23, 2022  
6:30 p.m.**

**Village Board Minutes**

1. **Call to Order/Roll Call** President McNally called the meeting to order at 6:30 p.m. Members present: Trustees Wittwer, Franklin, Hollenbeck, Kumbier, Breunig, and President McNally. Others present: Lisa Moen, Administrator/Clerk; Chrissie Brynwood, Treasurer; Tod Lord, Director of Public Works; Jane Landretti, Attorney Stafford Rosenbaum. Tod Schultz, Tim Phelps, Brenda Newman, Darin Zimmerman; Gary Posorske, Veronica Heenash, Chris Krueger, Marla Burton, Michelle Krueger, Sam Fisher, Gary Trendel, Jim Casey, Donna Casey; Cambridge Lion's Club. Richard Scott.
2. **Pledge of Allegiance**
3. **Proof of Posting** The Agenda was posted in the upper and lower levels of the Amundson Community Center, Hometown Bank, Badger Bank, Cambridge Post Office and the Village Web Site.
4. **Public Comment**  
Donna Casey- questioned why aren't the signs put up for the ATV/UTV's usage yet? Attorney Landretti stated that Department of Transportation has still not yet approved the ordinance.
5. **Approval of Consent Agenda:**
  - a. Village Board Minutes: July 26, 2022
  - b. Water and Sewer Committee: August 16, 2022
  - c. Library Board: August 10, 2022

*Trustee Hollenbeck made a motion to approve the consent agenda, seconded by Trustee Wittwer, Motion Carried 6-0.*

6. **Reports:**
  - a. Presidents Report President McNally stated he would hold off on reporting due to the agenda being so large.
  - b. Director Dept of Public Works-Tod Lord told the board that he is down a fulltime person and that this is the last week of the summer help.
  - c. Economic Development Committee: August 22, 2022, Trustee Hollenbeck stated that the committee has applied for a grant.
  - d. Licensing Committee: August 23, 2022, Trustee Breunig mentioned that they just met prior to this meeting, and it will be on the agenda for discussion and possible action later on in the meeting.
  - e. Audit and Finance Committee: August 23, 2022, Trustee Wittwer said that the Auditor was here and will be giving the Board her report. And that there were just minor housekeeping issues,

- f. Village Office Updates: Administrator/Clerk Moen office has been busy with the election and the recount on Saturday August 20<sup>th</sup> Went well but took up a lot of time. Computer magic has installed a two-factor authentication for all village emails.

**7. Treasurer's Report:**

- a. **Bills** Treasurer Brynwood stated the first round of bills was \$73,460.72 second round was \$10,606.85 for a grand total of \$84,067.57.

*Trustee Hollenbeck made a motion to approve the bills in the amount of \$84,067.57, seconded by Trustee Breunig. Motion carried on a roll call vote 6-0.*

**8. New Business:**

- a. Discussion and Possible Action Regarding 2021 Village of Cambridge Audit: Presentation from Monica Hauser, Hawkins Ash regarding the 2021 audit. She stated that on page three of the audit is the independent auditors report opinion. The accompanying financial statements presented fairly. Findings included 2021-001 improve the Village's financial reporting internal controls to prevent these types of adjustments from occurring in the future. 2021-002 Segregation of duties, management should monitor the accounting internal controls or hire additional personnel to be able to properly separate accounting duties. 2021-003- Preparation of financial statements obtain adequate training or continue to hire a CPA firm to prepare them. 2021-005 Reconciliation of bank accounts- the village has many outstanding deposits and checks on the bank reconciliation. Due to transition of treasurers. 2021-004- Actual expenditures over budget. The village spent \$211,120 more than their adopted budget, largely due to Solar.

*Trustee Hollenbeck made a motion to move item number 8f Discussion and possible action Regarding Liquor License Application for Class B Beer and Liquor License for Lions Club of Cambridge, Inc AKA Cambridge Area Lions Club, Darin Zimmerman, Agent, seconded by Trustee Breunig. Motion carried 6-0.*

- b. Discussion and Possible Action Regarding appointing Mark McNally as Chair of Personnel Committee

*Trustee Hollenbeck made a motion to appoint Trustee Breunig as interim chair of Personnel Committee, seconded by Trustee Franklin. Trustee Franklin questioned the reasoning behind appointing Trustee Breunig? Trustee Hollenbeck stated because he was an employee and can understand both sides. Motion failed 2-3 Trustee Breunig Abstained Nay Trustee Witter, Trustee Kumbier, President McNally.*

*Trustee Kumbier made a motion to appoint President McNally as interim chair of Personnel Committee, seconded by Trustee Franklin. Trustee Franklin questioned the reasoning behind appointing President McNally? President McNally stated because he has been attending the committee' meetings and understands what was happening, he used Administrator Moen's review as an example and would like to continue. Motion failed 2-3 President McNally Abstained. Nay Trustee Witter, Trustee Breunig, Trustee Hollenbeck*

*Trustee Breunig made a motion to appoint Trustee Hollenbeck as chair of Personnel Committee, seconded by Trustee Wittwer. Trustee Franklin questioned the reasoning behind appointing Trustee Hollenbeck? Trustee Hollenbeck stated because she has availability during the daytime if interview are needed. Motion carried 3-2 Trustee Hollenbeck Abstained Nay Trustee Kumbier, President McNally.*



- c. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-08 Relating to Naming Streets in the Village of Cambridge. Treasurer Brynwood has been working with Dane County on addressing issues within the village. She recommended that the cul-de-sac located at the end of Kenseth Way be changed to Kenseth Court. Home numbers would remain the same just the name of the street would change from Way to Court. Treasurer Brynwood would notify residents before changing the name via certified letters.

*Trustee Hollenbeck made a motion to approve the Resolution 2022-08 Relating to Naming Streets in the Village of Cambridge, seconded by Trustee Franklin. Motion Carried 7-0.*

- d. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-09 Relating to Change of Address for Cambridge Winery. Treasurer Brynwood again working with Dane County and they highly suggested that the Cambridge Winery address number be changed from 700 Kenseth Way to 600 Kenseth Way. Treasurer Brynwood reached out to Mr. Peregrine, owner of the Winery and he was alright with changing the address.

*Trustee Hollenbeck made a motion to approve the Resolution 2022-09 Relating to Changing of Address for Cambridge Winery, seconded by Trustee Franklin. Motion Carried 7-0.*

- e. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-10 Renaming a Portion of Chickadee Drive to Johnson Street Previous recorded plats should this as Chickadee as the original plans were to connect to the Summer Prairie Subdivision, when that didn't happen, Johnson Street was extended from the North.

*Trustee Franklin made a motion to approve Village of Cambridge Resolution 2022-10 Renaming a Portion of Chickadee Drive to Johnson Street, seconded by Trustee Hollenbeck Motion carried 6-0.*

- f. Discussion and Possible Action Regarding Liquor License Application for Class B Beer and Liquor License for Lions Club of Cambridge, Inc AKA Cambridge Area Lions Club, Darin Zimmerman, Agent – Administrator Moen explained that there were some questions on regarding the building being owned by the village, but long term leased by the Lion's. The Village's insurance has no issues with them having a license. She also mentioned that they inquired with Department of Revenue regarding the payment of \$10,000 due to it being a reserve license they do not have to pay for it, due to being non-profit. Mr. Zimmerman stated that they plan to be open once a month and gauge it on monthly basis. They really don't have any long-term plans currently. Also shared that all money they raised goes right back into the community.

*Trustee Hollenbeck made a motion to approve the Application for Class B Beer and Liquor License for Lions Club of Cambridge, Inc AKA Cambridge Area Lions Club, Darin Zimmerman, Agent, seconded by Trustee Kumbier. Motion Carried 7-0*

- g. Discussion and Possible Action Regarding RFP's for Auditing Services Administrator Moen stated the Village needed to go out for an RFP for Auditing services as the three year contract expired this year. She received one proposal from Bauman Associates, Ltd.

*Trustee Hollenbeck made a motion to approve the Auding Services from Bauman Associates, Ltd from 12/31/2022-12/31/2024, seconded by Trustee Wittwer. Motion carried 6-0.*

- h. Discussion and Possible Action Regarding Quote for Cleanup of Stormwater Maintenance Pond. Received a proposal from Forest Landscaping to clean up clean up Scott farms detention pond, Remove all brush and saplings along pond edges in the amount of \$4,900.00

*Trustee Hollenbeck made a motion to accept the proposal from Forest Landscaping in the amount of \$4,900.00, seconded by Trustee Breunig. Motion carried on a roll call vote.*

**6. Unfinished Business:**

- a. Discussion and Possible Action Regarding Developer's Agreement for Scott Farms Expansion. Reviewed agreement and addressed a few changes to be made by Attorney Landretti.

*Trustee Hollenbeck made a motion to approve the Developer's Agreement for Scott Farms Expansion contingent on corrections to be made by Attorney Landretti, seconded by Trustee Kumbier. Motion carried 6-0.*

- b. Discussion and Possible Action Regarding New Flooring for Old Village Office Administrator Moen said she has received quotes for the Luxury Vinyl Planking flooring for the old office. The quote for the Vinyl Planking is \$8,736.15 and the quote for carpet is \$5,081.26.

*Trustee Breunig made a motion to accept the quote for the Vinyl Planking flooring in the amount of \$8,736.15, seconded by Trustee Kumbier. Motion carried on a roll call vote.*

- c. Discussion and Possible Action Regarding Amendment to Listing Contract for Due Diligence Period for the sale of the Melster Property. Attorney Landretti stated this is basically just pushing the date back to October 14, 2022, to April 14, 2023. Mr. Schultz stated he still has not heard from the governing agencies from which they have requested information.

*Trustee Hollenbeck made a motion to amend the listing contract for due diligence period for the Melster Property, seconded by Trustee Franklin. Motion carried 6-0.*

- d. Discussion and Possible Action Regarding Blue Jay Way Reconstruction-No action taken: Administrator Moen will let them know we are still willing to pay 50% and discuss annexation later.
- e. Discussion and Possible Action Regarding Flagpole for Veteran's Park

Trustee Franklin made a motion to accept the quote for an 80' flagpole, seconded by Trustee Breunig. Motion carried 7-0.

- f. Fire Commission Update -President McNally nothing to update at this time.

**7. Correspondence:** None

- 8. Upcoming Meetings:** September 12, Economic Development Committee; September 13, Village Board; September 14, Library Board; September 20, Water and Sewer Committee; September 27, Village Board; Joint Law Enforcement, TBD

**9. Questions, Referrals to Staff or Future Agenda Items:**

- a. Developers Agreement TID 6
- b. Appointment of Election Workers
- c Fire Chief Johnson – Invited Guest
- d Vacant Village Board Seat
- e Grading for Planning Committee

**10. Convene into Closed Session** per Section 19.85(1)(e) of the Wisconsin Statutes to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:  
Bike Trail Easement

*Trustee Wittwer made a motion to Convene into Closed Session per Section 19.85(1)(e) of the Wisconsin Statutes to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Bike Trail Easement, seconded by Trustee Kumbier. Motion carried on a roll call vote.*

**11. Reconvene into Open Session**

Trustee Hollenbeck made a motion to reconvene into open session, seconded by Trustee Breunig. Motion carried on a roll call vote.

**12. Action taken in Closed Session -No action taken.**

**13. Adjournment**

*Trustee Kumbier made a motion to adjourn the meeting, seconded by Trustee Breunig. President McNally adjourned the meeting at 8:59 p.m.*

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ACCT

HOMETOWN BANK GENERAL OPERATING

*CB*

Dated From: 9/13/2022 From Account:

Thru: 9/13/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
9/13/2022 1901 INC. MECHANICAL & PLUMBING			
MAIN LEVEL OVERHEATING			
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR	467.00
		MAIN LEVEL OVERHEATING 22-1302	
			Total 467.00 ✓
9/13/2022 ALLIANT ENERGY/WP&L			
#5876920000 - STREET LIGHTS			
100-00-53420-000-000		STREET LIGHTS	1,440.04
		#5876920000 - STREET LIGHTS 8/30/2022	
			Total 1,440.04 ✓
9/13/2022 AVI SYSTEMS, INC.			
NEW CABLE EQUIPMENT - G. ZIBELL			
920-00-55190-360-000		CABLE TV-TOOLS&EQUIPMENT	4,983.50
		NEW CABLE EQUIPMENT - G. ZIBELL 88822071	
			Total 4,983.50 ✓
9/13/2022 BADGER BANK			
EQUIP LOAN - QRTLY SEPT 2022			
110-00-58100-615-000		PRIN - BADGER 50840	12,747.90
		EQUIP LOAN - QRTLY SEPT 2022 LOAN 50840	
110-00-58200-615-000		INTEREST - BADGER 50840	1,804.79
		EQUIP LOAN - QRTLY SEPT 2022 LOAN 50840	
			Total 14,552.69 ✓
9/13/2022 BAER INSURANCE SERVICES			
3RD QTR COURT WORKERS COMP			
100-00-51200-390-000		COURT - SUPPLY & EXPENSE	50.46
		3RD QTR COURT WORKERS COMP 5721	
100-00-51930-512-000		WORKER'S COMP	590.33
		4TH QTR WORKERC COMP VILLAGE HALL 5721	
100-00-51930-512-000		WORKER'S COMP	251.62
		4TH QTR WORKERS COMP DPW 5721	
500-00-53700-684-000		INSURANCE EXPENSE	363.78
		4TH QTR WORKERS COMP WATER 5721	
600-00-53700-853-000		INSURANCE EXPENSE	200.00
		4TH QTR WROKERS COMP SEWER 5721	

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Voucher Nbr	Check Date	Payee	Amount
920-00-55190-390-000		CABLE TV-SUPPLIES & EXPENSE	150.17
		4TH QTR WORKERS COMP CABLE 5721	
150-00-55110-512-000		LIBRARY - WORKERS COMP	419.64
		4TH QTR WORKERS COMP LIBRARY 5721	
100-00-53311-511-000		INSURANCE - LIABILITY	4,226.14
		4TH QTR GEN LIAB AUTO DPW 5721	
500-00-53700-684-000		INSURANCE EXPENSE	397.88
		4TH QTR GEN LIABILITY WATER 5721	
600-00-53700-853-000		INSURANCE EXPENSE	661.09
		4TH QTR GEN LIAB SEWER 5721	
800-00-58100-689-000		MISCELLANEOUS EXPENSE	515.39
		4TH QTR CYBER SECURITY 5721	
Total			7,826.50 ✓
9/13/2022 BEHLING LAW OFFICE			
LEGAL SERVICES - COURT AUG 2022			
100-00-51200-399-000		COURT LEGAL WORK	165.00
		LEGAL SERVICES - COURT AUG 2022 30209	
Total			165.00 ✓
9/13/2022 BOBCAT OF JANESVILLE			
WOOD CHIPPER REPAIR			
100-00-53311-350-000		PUBLIC WORKS - EQUIP/VEHIC REP	203.36
		WOOD CHIPPER REPAIR 02-220245	
Total			203.36 ✓
9/13/2022 BRYNWOOD, SHELBY			
PARTISAN PRIMARY RECOUNT 8/20/2022			
100-00-51440-120-000		POLL WORKER WAGES	30.88
		PARTISAN PRIMARY RECOUNT 8/20/2022	
Total			30.88 ✓
9/13/2022 BRYNWOOD, TORRY			
PARTISAN PRIMARY RECOUNT 8/20/2022			
100-00-51440-120-000		POLL WORKER WAGES	30.88
		PARTISAN PRIMARY RECOUNT 8/20/2022	
Total			30.88 ✓
9/13/2022 C & M HYDRAULIC TOOL SUPPLY INC.			
REPAIR FOR CHAINSAW			

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Voucher Nbr	Check Date	Payee	Amount
100-00-53311-350-000		PUBLIC WORKS - EQUIP/VEHIC REP	45.00
		REPAIR FOR CHAINSAW 0175502-IN	
		Total	45.00 ✓
	9/13/2022	CAMBRIDGE ACE HARDWARE	
		TAIL LIGHT FOR TRUCK	
100-00-53311-350-000		PUBLIC WORKS - EQUIP/VEHIC REP	5.59
		TAIL LIGHT FOR TRUCK B123607	
100-00-55200-390-000		PARK/PLAYGROUND SUPPLIES	59.96
		HAND SOAP FOR WESTSIDE PARK B124129	
100-00-53311-340-000		PUBLIC WORKS - SHOP SUPPLIES	23.99
		LINE FOR THE TRIMMER B124129	
		Total	89.54 ✓
	9/13/2022	CAMBRIDGE WATER & SEWER UTILITY	
		ACCT#040-0024-00 AMUNDSON WATER & SEWER	
100-00-51600-220-000		MUN BLDG - UTILITIES	298.28
		ACCT#040-0024-00 AMUNDSON WATER & SEWER 09/06/2022	
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	112.25
		ACCT#040-0023-00 200 W NORTH ST 09/06/2022	
		Total	410.53 ✓
	9/13/2022	CHARTER COMMUNICATIONS	
		8245 11 684 0019386	
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	68.99
		8245 11 684 0019386 08/17/2022	
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	34.49
		8245 11 684 0019386 08/17/2022	
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	34.49
		8245 11 684 0019386 08/17/2022	
		Total	137.97 ✓
	9/13/2022	CHARTER COMMUNICATIONS	
		8245 11 684 0021382	
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	32.00
		8245 11 684 0021382 8/17/2022	
100-00-51420-221-000		ADMIN - TELEPHONE	63.98
		8245 11 684 0021382 8/17/2022	



Dated From: 9/13/2022 From Account:  
Thru: 9/13/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	31.99
8245 11 684 0021382	08/17/2022		
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	31.99
8245 11 684 0021382	8/17/2022		
Total			159.96 ✓
9/13/2022 COMPUTER MAGIC, INC SEPT 2022 COMPUTER SUPPORT			
100-00-51420-280-000		ADMIN - COMPUTER MAINT/REPAIR	755.00
SEPT 2022 COMPUTER SUPPORT	6684		
500-00-53700-681-300		COMPUTER SUPPORT	377.50
SEPT 2022 COMPUTER SUPPORT	6684		
600-00-53700-842-000		TECHNOLOGY EXPENSES	377.50
SEPT 2022 COMPUTER SUPPORT	6684		
100-00-51420-280-000		ADMIN - COMPUTER MAINT/REPAIR	-120.00
CREDIT- DUO CHGS MAY, JUNE & JULY MAINT	6660		
500-00-53700-681-300		COMPUTER SUPPORT	-60.00
CREDIT- DUO CHGS MAY, JUNE & JULY MAINT	6660		
600-00-53700-842-000		TECHNOLOGY EXPENSES	-60.00
CREDIT- DUO CHGS MAY, JUNE & JULY MAINT	6660		
Total			1,270.00 ✓
9/13/2022 DANE COUNTY TREASURER - COURT FINES COURT FINES			
100-00-45100-000-000		COURT FINES/PENALTIES	100.00
COURT FINES	AUG 2022		
Total			100.00 ✓
9/13/2022 FORT HEALTHCARE BUSINESS HEALTH B. CRUMP/D. SCHROEDL CDL DRUG SCREEN			
100-00-53311-390-000		PUBLIC WORKS - MISC	197.00
B. CRUMP/D. SCHROEDL DRUG SCREEN	61728		
Total			197.00 ✓
9/13/2022 FRONTIER 423-3772- VILLAGE HALL			
100-00-51420-221-000		ADMIN - TELEPHONE	89.58
423-3772- VILLAGE HALL	8/28/2022		

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Voucher Nbr	Check Date	Payee	Amount
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	75.68
ACCT #608 423 4844 - DPW GARAGE	8/28/2022		
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	44.79
WATER FAX	08/28/2022		
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	44.79
SEWER FAX	08/28/2022		
Total			254.84 ✓
9/13/2022 HOLLENBECK PAULA PARTISAN PRIMARY RECOUNT -8/20/2022			
100-00-51440-120-000		POLL WORKER WAGES	52.25
PARTISAN PRIMARY RECOUNT -8/20/2022			
Total			52.25 ✓
9/13/2022 KORUP, MOLLY PARTISAN PRIMARY RECOUNT 8/20/2022			
100-00-51440-120-000		POLL WORKER WAGES	30.88
PARTISAN PRIMARY RECOUNT 8/20/2022			
Total			30.88 ✓
9/13/2022 LIONS CLUB, CAMBRIDGE AREA OVERPAYMENT OF LIQUOR LICENSE			
100-00-44110-000-000		LIQUOR LICENSE	382.84
OVERPAYMENT OF LIQUOR LICENSE	8/28/2022		
Total			382.84 ✓
9/13/2022 MID-AMERICAN RESEARCH CHEMICAL OIL, DEGREASER			
100-00-53311-350-000		PUBLIC WORKS - EQUIP/VEHIC REP	640.75
OIL, DEGREASER	0770376-IN		
100-00-53311-340-000		PUBLIC WORKS - SHOP SUPPLIES	308.00
ZAP WASP AND HORNET KILLER	0770376-IN		
100-00-53311-370-000		PUBLIC WORKS - FUEL	68.16
FREIGHT	0770376-IN		
Total			1,016.91 ✓
9/13/2022 MOEN, LISA WMCA CONF - MEALS, PARKING, MILEAGE			
100-00-51420-330-000		ADMIN TRAINING MILES	169.87
WMCA CONF - MEALS, PARKING, MILEAGE	8/24-8/26/22		

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Total			169.87 ✓
9/13/2022 MOEN, LISA			
ELECTION			
100-00-51420-390-000		ADMIN - SUPPLY & EXPENSES	24.74
		ELECTION	
	09/06/2022		
Total			24.74 ✓
9/13/2022 MSA PROFESSIONAL SERVICES			
SCOTT FARMS DR & CRS			
115-00-56400-000-000		SCOTT FARMS EXPENDITURES	1,302.50 ✓
		SCOTT FARMS DR & CRS	
		R09310017.0-4	
600-00-53700-682-300		OUTSIDE SRVCS - ENGINEERING	337.50 ✓
		ROCKDALE WASTEWATER REGIONAL SYSTEM	
		R09310004.0-8	
100-00-53340-100-000		STREETS/ROADS - OTHER	1,235.00 ✓
		STH 134 & LAGOON ROAD	
		R09310016.0-7	
100-00-53430-000-000		SIDEWALK REPLACEMENT PLAN	2,057.50 ✓
		SIDEWALK INSPECTION APP	
		R09310018.0-5	
Total			4,932.50
9/13/2022 NAPA AUTO PARTS			
FILTER, OIL, FUSE - JD FRONT DECK MOWER			
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	70.53
		FILTER, OIL, FUSE - JD FRONT DECK MOWER	
		730096	
Total			70.53 ✓
9/13/2022 QUILL CORPORATION			
VILLAGE HALL - LYSOL, TISSUE PAPER			
100-00-51600-390-000		MUN BLDG - SUPPLIES	86.00
		VILLAGE HALL - LYSOL, TISSUE PAPER	
		27177319	
100-00-51420-310-000		ADMIN - OFFICE SUPPLY	63.31
		SCISSORS, NOTEBOOKS, COPY PAPER, CLIPS	
		27177319	
500-00-53700-640-000		SUPPLIES AND EXPENSES	31.65
		SCISSORS, NOTEBOOKS, COPY PAPER, CLIPS	
		27177319	
600-00-53700-851-000		OFFICE SUPPLIES & EXPENSES	31.65
		SCISSORS, NOTEBOOKS, COPY PAPER, CLIPS	
		27177319	
Total			212.61 ✓
9/13/2022 SECURIAN FINANCIAL GROUP, INC			
LIBRARY LIFE INSURANCE OCT 2022			

Dated From: 9/13/2022 From Account:  
Thru: 9/13/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
150-00-55110-135-000	LIB - LIFE INS		162.65
	LIBRARY LIFE INSURANCE OCT 2022	002832L OCT 2022	
100-00-53311-135-000	PUBLIC WORKS - LIFE INS		34.51
	DPW LIFE INSURANCE OCT 2022	002832L OCT 2022	
500-00-53700-686-000	EMPLOYEE PENSIONS AND BENEFITS		66.67
	WATER LIFE INSURANCE OCT 2022	002832L OCT 2022	
600-00-53700-854-000	EMPLOYEE PENSIONS & BENEFITS		57.46
	SEWER LIFE INSURANCE OCT 2022	002832L OCT 2022	
100-00-51420-135-000	ADMIN - LIFE INS		153.73
	VILLAGE HALL LIFE INS OCT 2022	002832L OCT 2022	
Total			475.02 ✓

9/13/2022 STATE OF WISCONSIN COURT FINES & SURCHARGES

COURT FINES

100-00-45100-000-000	COURT FINES/PENALTIES		291.80
	COURT FINES	AUG 2022	
Total			291.80 ✓

9/13/2022 SUPERIOR STATE ADMINISTRATORS INC

FSA MONTHLY FEE SEPT 2022 ADMIN

100-00-51420-134-000	ADMIN - FLEX BEN		7.20
	FSA MONTHLY FEE SEPT 2022 ADMIN	Z269104	
100-00-53311-134-000	PUBLIC WORKS - FLEX BEN		3.60
	FSA MONTHLY FEE SEPT 2022 PUB WORKS	Z269104	
150-00-55110-134-000	LIB - FLEX BENEFIT		14.35
	FSA MONTHLY FEE SEPT 2022 LIBRARY	Z26914	
500-00-53700-686-000	EMPLOYEE PENSIONS AND BENEFITS		1.80
	FSA MONTHLY FEE SEPT 2022	Z269104	
600-00-53700-854-000	EMPLOYEE PENSIONS & BENEFITS		1.80
	FSA MONTHLY FEE SEPT 2022	Z269104	
Total			28.75 ✓

9/13/2022 TOWN OF BURKE

1/2 LODGING -WI MUNC CLKS CONFERENCE

100-00-51420-330-000	ADMIN TRAINING MILES		137.00
	1/2 LODGING -WI MUNC CLKS CONFERENCE	1117	
Total			137.00 ✓

9/09/2022 11:59 AM

In Progress Checks - Full Report - ALL  
ALL Checks by Payee  
HOMETOWN BANK GENERAL OPERATING

Page: 8  
ACCT

Dated From: 9/13/2022 From Account:  
Thru: 9/13/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
9/13/2022 US CELLULAR			
SEWER CELL PHONE SEPT 2022			
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	30.98
		SEWER CELL PHONE SEPT 2022	0527966826 8/22/2022
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	110.61
		POLICE CELL PHONES SEPT 2022	0527966826 8/22/2022
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	409.44
		DPW CELL PHONE SEPT 2022	0527966826 8/22/2022
100-00-51200-390-000		COURT - SUPPLY & EXPENSE	54.58
		COURT CELL PHONE SEPT 2022	0527966826 8/22/2022
100-00-51420-221-000		ADMIN - TELEPHONE	85.31
		ADMIN CELL PHONE SEPT 2022	0527966826 8/22/2022
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	116.25
		WATER CELL PHONE SEPT 2022	0527966826 8/22/2022
Total			807.17 ✓

9/13/2022 VILLAGE OF DEERFIELD			
COURT FINES			
100-00-45100-000-000		COURT FINES/PENALTIES	365.00
		COURT FINES	AUG 2022
Total			365.00 ✓

9/13/2022 VILLAGE OF DEERFIELD			
POLICE WAGES - 4/10/22 TO 5/7/2022			
100-00-52100-290-000		Dane County Sheriffs Contract	17,233.64
		POLICE WAGES - 4/10/22 TO 5/7/2022	1133
100-00-52100-290-000		Dane County Sheriffs Contract	15,867.93
		POLICE WAGES - 5/08/22 TO 6/04/22	1133
100-00-52100-290-000		Dane County Sheriffs Contract	17,288.30
		POLICE WAGES 06/05/22 TO 07/02/22	1133
100-00-52100-290-000		Dane County Sheriffs Contract	13,035.91
		POLICE WAGES 07/03/22 TO 7/30/22	1133
100-00-52100-370-000		POLICE - SQUAD GAS/OIL	897.06
		POLICE FUEL MAY, JUNE, JULY & AUG 2022	1133
Total			64,322.84 ✓

9/13/2022 VISA  
BRFST (MKT CAFE) & LUNCH (CC'S) FOR WORKER

9/09/2022 11:59 AM

In Progress Checks - Full Report - ALL  
ALL Checks by Payee  
HOMETOWN BANK GENERAL OPERATING

Page: 9  
ACCT

Dated From: 9/13/2022 From Account:  
Thru: 9/13/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51440-390-000		ELECTIONS - SUPPLY & EXPENSE	267.28
		BRFST (MKT CAFE) & LUNCH(CC'S) FOR WORKER 8/09/2022	
600-00-53700-843-000		METER READING COST	9.99
	8/08/2022	AMAZON-USB FOR SERIAL PORT	
100-00-53311-340-000		PUBLIC WORKS - SHOP SUPPLIES	29.36
	8/9/2022	AMAZON - FIRST AID KIT	
100-00-51420-330-000		ADMIN TRAINING MILES	137.00
	8/26/2022	L MOEN WMCA TRAINING -	
100-00-51420-221-000		ADMIN - TELEPHONE	16.95
	8/30/2022	TELEPHONE - EFAX	
100-00-51420-223-000		ADMIN - INTERNET	14.99
	8/28/2022	ZOOM - INTERNET	
Total			475.57
<hr/>			
	9/13/2022	VISA	
		AMAZON - HEAT SHRINK/POWER INVERTER	
600-00-53700-843-000		METER READING COST	37.28
	8/28/2022	AMAZON - HEAT SHRINK/POWER INVERTER	
Total			37.28
<hr/>			
	9/13/2022	WISCONSIN DEPT OF JUSTICE - CIB	
		3 BACKGROUND CHECKS AUG 2022	
100-00-51420-250-000		ADMIN - WDOJ TIME SYSTEM	21.00
	G2915-AUG 2022	3 BACKGROUND CHECKS AUG 2022	
Total			21.00
Grand Total			106,219.25



9/09/2022 11:59 AM

In Progress Checks - Full Report - ALL

Page: 10

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 9/13/2022 From Account:

Thru: 9/13/2022 Thru Account:

Amount

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Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	80,915.04
Total Expenditure from Fund # 110 - DEBT SERVICE FUND	14,552.69
Total Expenditure from Fund # 115 - SCOTT FARMS DEVELOP	1,302.50
Total Expenditure from Fund # 150 - LIBRARY FUND	596.64
Total Expenditure from Fund # 500 - WATER UTILITY	1,406.80
Total Expenditure from Fund # 600 - SEWER UTILITY	1,796.52
Total Expenditure from Fund # 800 - STORMWATER UTILITY	515.39
Total Expenditure from Fund # 920 - CAMBRIDGE/OAKLAND CABLE TV	5,133.67
Total Expenditure from all Funds	106,219.25

**SUBJECT:** Address Change

**FROM:** Chrissie Brynwood-Treasurer

**MEETING DATE:** 9/13/2022

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**BACKGROUND/ANALYSIS:** Working with Dane County Land Information office regarding addresses in the Vineyards. The addresses have been an issue for a while now for Police and Fire/EMS. Two separate issues have arisen. Dane County is recommending that the entire name be different than that of Kenseth. I, previously recommended that the name be changed to Kenseth Court, but after more thought it would be better for all residents and EMS/Police to have the name separated. I am recommending that the Cul-De-Sac on Kenseth Way be renamed to Chardonnay Court. I am also recommending that Vineyard Xing be changed to Merlot Lane. All homes, on both streets would keep their respective house numbers. I have reviewed this with Deputy Lauritsen and he also agrees that the name needs to be changed for emergency personnel to respond to the correct address.

**RECOMMENDATION/ACTION REQUESTED:**

- 1) To change the name of the street on the Cul-De-Sac to Crimson Ct with addresses from 600-608 Chardonnay Ct
- 2) Change the name of Vineyard Xing to Merlot Lane.

# Village of Cambridge Resolution #2022-11

## RESOLUTION NAMING OF STREETS IN THE VILLAGE OF CAMBRIDGE, DANE/JEFFERSON COUNTIES, WISCONSIN

WHEREAS, in working with the Dane County and Dane County Emergency Services the following street in the Village of Cambridge needs to be formally named; and

NOW, THEREFORE, BE IT RESOLVED, the governing body of the Village of Cambridge, Wisconsin determines as follows:

1. The cul-de-sac located in the Vineyard subdivision, located at the east end of Kenseth Way shall be named, Chardonnay Court.
2. Chardonnay Court will serve houses numbered 600-608 Chardonnay Court addresses.
3. Vineyard Xing shall be named, Merlot Lane.

Date Adopted: September 13, 2022

Signed: \_\_\_\_\_  
Mark McNally, Village President Date

Attest: \_\_\_\_\_  
Lisa Moen, Village Clerk Date

Vote: \_\_\_\_ For \_\_\_\_ Against \_\_\_\_ Abstain

# PARK RESERVATION PERMIT - APPLICATION FORM

<b>APPLICANT INFORMATION</b>		
APPLICANT NAME <i>JAY ECKERMAN</i>	TELEPHONE <i>608-225-8814</i>	
ADDRESS <i>101 SOUTH STREET, CAMBRIDGE, WI 53523</i>		
<b>ORGANIZATION INFORMATION (IF APPLICABLE)</b>		
ORGANIZATION NAME <i>CAMBRIDGE Farm to School</i>	TELEPHONE <i>608 225-8814</i>	
ORGANIZATION ADDRESS <i>101 SOUTH ST.</i>	CONTACT NAME <i>JAY ECKERMAN</i>	
<b>DESCRIBE YOUR REQUEST</b>		
NAME OF PARK (CHECK ONE)	<input type="checkbox"/> Village Veterans Park	<input type="checkbox"/> Greenvale #1
	<input checked="" type="checkbox"/> Westside Park	<input type="checkbox"/> Westside Park Shelter
DATES: <i>Set up Friday Oct 7 event all day Oct 8</i>	TIMES: <i>2pm - 7pm Friday 7am - 8pm Saturday</i>	NO. OF PEOPLE EXPECTED: <i>150+</i>
PURPOSE <i>F2S Fall Festival fundraiser: chili cookoff, concessions Deergarden live music, kids arts tent, pumpkin painting, fun run</i>		
<b>FEES DUE</b>		
RESERVATION FEE:	\$ <i>25.00</i>	
SECURITY DEPOSIT:	\$	
ELECTRICITY:	\$ <i>25.00</i>	
<b>TOTAL:</b>	\$ <i>50.00</i>	
SPONSOR SIGNATURE <i>Jay Eckerman</i>		DATE <i>4-5-22</i>
<b>OFFICE USE ONLY</b>		
Rate Considered by Village Board:	<input type="checkbox"/> Recommended approval	
	<input type="checkbox"/> Recommended refusal	
Reason if Refused:		
Deposit Paid:	\$ <i>200.00</i>	Cash or Check # <i>1036</i>
Fees Paid	\$ <i>50.00</i>	Cash or Check # <i>1037</i>
Insurance Certificate Received	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	

**Please submit to the Village Clerk at 200 Spring Street. Remember to attach:**

- Separate checks or money orders for reservation fee and security deposit, made payable to Village of Cambridge
- Certificate of Insurance
- Reminder:** If you need to dig stakes into the ground, please call Digger's Hotline well in advance!

# Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE \$ \_\_\_\_\_

Town  Village  City of CAMBRIDGE

Application Date: 8/4/2022  
County of DANE

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

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

at the premises described below during a special event beginning OCT 8, 2022 and ending OCT 8, 2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** (check appropriate box) →

- Bona fide Club
- Church
- Lodge/Society
- Chamber of Commerce or similar Civic or Trade Organization
- Veteran's Organization
- Fair Association

(a) Name CAMBRIDGE FARM TO SCHOOL, INC  
 (b) Address 101 SOUTH ST CAMBRIDGE, WI 53523  
(Street)  Town  Village  City

(c) Date organized 11/14/2018  
 (d) If corporation, give date of incorporation 11/14/2018  
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:  
 President JACY ECKERMAN 101 SOUTH ST CAMBRIDGE, WI 53523  
 Vice President ERICA LIEN 279 VEUM RD CAMBRIDGE, WI 53523  
 Secretary BEN TIMP 305 N HIGH ST CAMBRIDGE, WI 53523  
 Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: JACY ECKERMAN  
101 SOUTH ST CAMBRIDGE, WI 53523

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

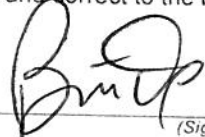
(a) Street number 300 W WATER ST ~~EA~~  
 (b) Lot \_\_\_\_\_ Block \_\_\_\_\_  
 (c) Do premises occupy all or part of building? PART  
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: BATHROOMS AND CONCESSION AREA

**3. Name of Event**

(a) List name of the event FALL FEST  
 (b) Dates of event 10/8/2022

**DECLARATION**

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

Officer  8/4/22  
(Signature/date)  
 Officer \_\_\_\_\_  
(Signature/date)

CAMBRIDGE FARM TO SCHOOL  
(Name of Organization)  
 Officer \_\_\_\_\_  
(Signature/date)  
 Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

Document Number

**FIRST AMENDMENT TO DECLARATION OF  
CONDOMINIUM FOR THE  
VINEYARD CONDOMINIUMS**

Name and Return Address:

Gregory J. Paradise  
Mohs Widder Paradise  
20 North Carroll Street  
Madison, WI 53703

See Exhibit "D"  
(Parcel Identification Number)

There are no objections to this condominium amendment with respect to Section 703.115 Wis. Stats. and it is hereby approved for recording.

\_\_\_\_\_  
Dane County Planning and Development

\_\_\_\_\_  
Date

**DOCUMENT DRAFTED BY:**  
Attorney Gregory J. Paradise  
Mohs Widder Paradise LLC  
20 North Carroll Street  
Madison, WI 53703



# **FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM**

## **The Vineyard Condominiums**

This First Amendment to Declaration of Condominium for The Vineyard Condominiums (the "**First Amendment**") is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by Vineyard Condominiums LLC, a Wisconsin Limited Liability Company (the "**Declarant**").

### **WITNESSETH:**

**WHEREAS**, on May 19, 2016, the Declaration of Condominium of The Vineyard Condominiums (the "**Condominium**") was recorded in the office of the Dane County, Wisconsin Register of Deeds as Document No. 5235748 (the "**Original Declaration**"), and contemporaneously therewith a Condominium Plat was recorded in Volume 7-038B of Condominium Plats, Pages 1-2, as Document No. 5235749 (the "**Original Plat**"); and

**WHEREAS**, pursuant to Article VI of the Original Declaration and the authority provided in Section 703.26, Wisconsin Statutes, the Declarant desires to expand the Condominium therein created to include an additional four (4) Units, which Units are located in a portion of the expansion area of the property made subject to the Declaration; and

**WHEREAS**, the Declarant desires to amend the Declaration and Plat as set forth herein.

**NOW, THEREFORE**, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby takes the following actions:

- 1) Expansion. The Condominium is hereby expanded to include Units , 821, 823, 825 and 827. The Declarant reserves all additional rights to expand the Condominium.
- 2) Amendment. The Declaration and Plat shall be amended to provide as follows:
  - A) All references in the Original Declaration to the following Exhibits shall be modified as follows:
    - i) Exhibit "A", the legal description of the land subject to the Declaration, shall mean and refer to Exhibit "A" attached hereto.
    - ii) Exhibit "A-1", the legal description of the remaining expansion area, is hereby added to the Declaration as attached hereto. Exhibit "A-1" replaces and supersedes Exhibit "D" of the Original Declaration.

iii) Exhibit "B" of the Original Declaration is replaced by Exhibit "B" attached hereto.

iv) Exhibit "C" of the Original Declaration is replaced by Exhibit "C" attached hereto.

3) Capitalized Terms. All capitalized or defined terms not otherwise given a separate meaning or definition herein shall have the meaning or definition set forth in the Original Declaration.

4) Other Terms. All other terms, provisions, covenants, rights and restrictions as described and contained in the Original Declaration and Original Plat and not expressly or by necessary implication modified or amended by this First Amendment, shall remain in full force and effect as though fully set forth herein. Contemporaneously herewith the amended condominium plat attached hereto as Exhibit "B" and incorporated herein by reference, reflecting the expansion of the Condominium, shall be recorded in the office of the Dane County, Wisconsin Register of Deeds.

Dated this 15 day of Aug., 2022.

**\*DECLARANT\***

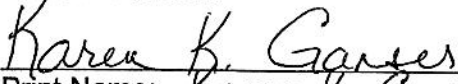
**VINEYARD CONDOMINIUMS LLC**

By:   
William W. Ranguette, Manager

STATE OF WISCONSIN            )  
  )ss>  
COUNTY OF DANE                )

Personally came before me, a notary public for the above State and County, this 15<sup>th</sup> day of August, 2022, the above named William W. Ranguette, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



  
Print Name: Karen K. Ganser  
Notary Public, State of Wisconsin  
My Commission expires: 3/6/2023

**ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE**

The Bank of Deerfield, as the Mortgagee of the Expansion Property described herein hereby acknowledges the foregoing First Amendment to Declaration of Condominium of The Vineyard Condominiums and expressly consents to said First Amendment and its recording in the office of the Dane County, Wisconsin Register of Deeds.

Executed this 15<sup>th</sup> day of August, 2022.

**Bank of Deerfield**

By: Benjamin M. Mbeu SUP  
Print Name: Benjamin M. Mbeu  
Print Title: Authorized Officer and Signatory

STATE OF WISCONSIN            )  
  )ss>  
COUNTY OF DANE                )

Personally came before me, a notary public for the above State and County, this 15<sup>th</sup> day of August, 2022, the above named Benjamin M. Mbeu, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Kimberly Klein  
Print Name: Kimberly Klein  
KIMBERLY KLEIN            ) Notary Public, State of Wisconsin  
Notary Public, State of Wisconsin  
My Commission expires: 9/25/2025

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LAND SUBJECT TO THE DECLARATION**

Part of Lot 54, Plat of the Vineyards at Cambridge, being in part of the SE ¼ of the NW ¼ of Section 1, T.6N., R.12E, Village of Cambridge, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of Lot 54; thence N00°06'17"E along the West line of said lot, 535.6 feet; thence S89°53'43"E, 110.00 feet; thence S00°06'17"W, 182.33 feet; thence S81°18'10"E, 91.12 feet to the East line of said lot 54 and the West line of Kenseth Way, also being the point of curvature of a curve to the left, said curve having a central angle of 09°03'22" and a radius of 730.00 feet, the long chord of which bears S04°56'59" W, 115.37 feet; thence Southwesterly along the arc of said curve and West line, 115.49 feet to its point of tangency thereof; thence S00°25'03"W, 34.13 feet to the point of curvature of a curve to the right, said curve having a central angle of 86°48'17" and a radius of 30.00 feet, the long chord of which bears S43°49'11"W, 34.36 feet; thence Southwesterly along the arc of said curve, 37.88 feet to its point of tangency thereof; thence S87°13'20"W, 166.63 feet to the point of beginning. Containing 1.291 acre.

**EXHIBIT "B"**

**CONDOMINIUM PLAT**

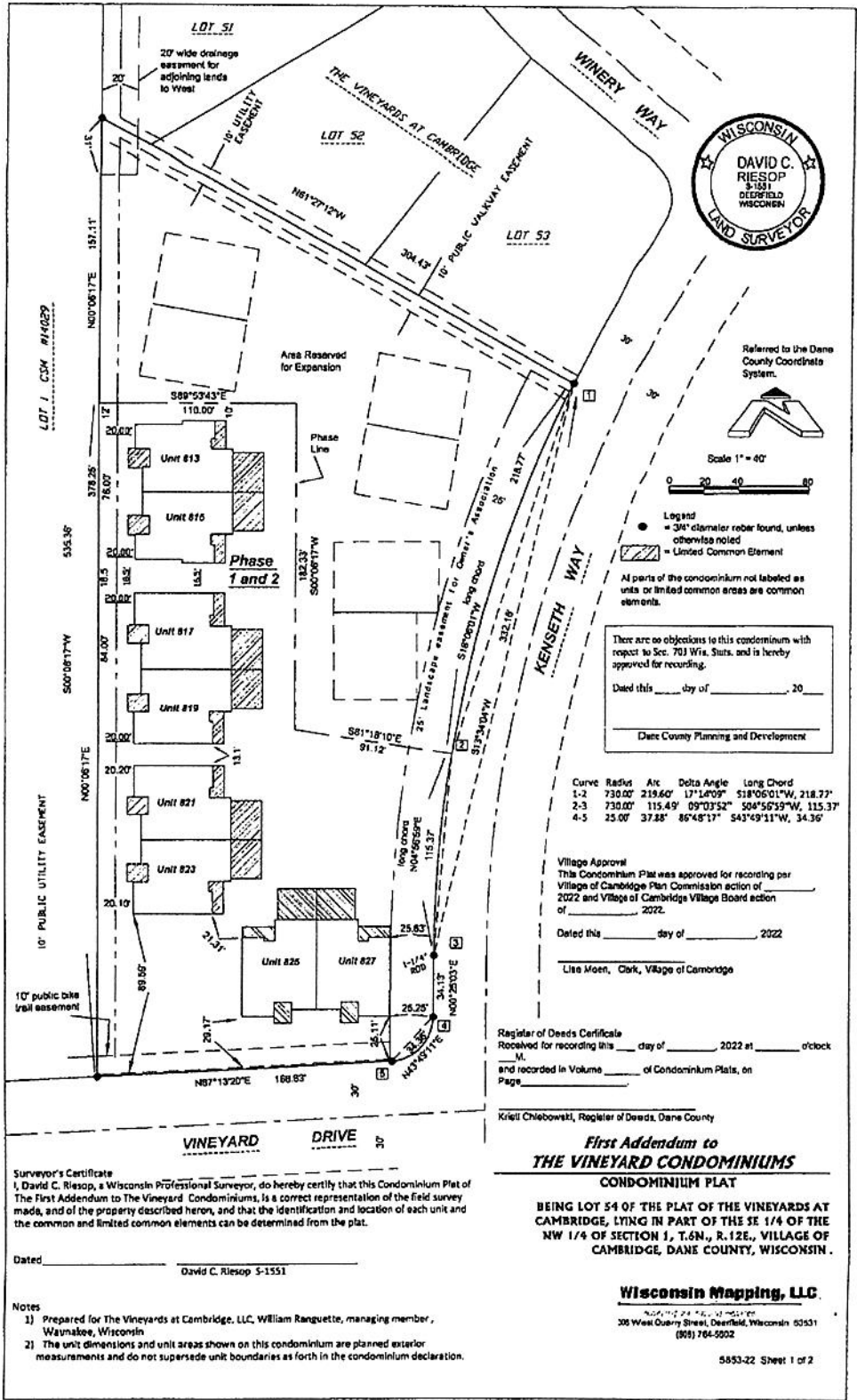
**[Attached]**

**Note:** Please be advised that the Declarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B". Only the spatial relationships of the illustrations on the maps and floor plans are being presented for your information.

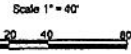
Dated this 15 day of Aug., 2022.

**VINEYARD CONDOMINIUMS**

By:   
William W. Ranguette



Referred to the Dane County Coordinate System.



Legend  
 ● = 3" diameter rebar found, unless otherwise noted  
 ▨ = Limited Common Element

All parts of the condominium not labeled as units or limited common areas are common elements.

There are no objections to this condominium with respect to Sec. 701 Wis. Stats. and is hereby approved for recording.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
 Dane County Planning and Development

Curve	Radius	Arc	Delta Angle	Long Chord
1-2	730.00'	219.60'	17°14'09"	518°06'01"W, 218.77'
2-3	730.00'	115.49'	09°03'52"	504°56'53"W, 115.37'
4-5	25.00'	37.88'	86°48'17"	543°49'11"W, 34.36'

Village Approval  
 This Condominium Plat was approved for recording per Village of Cambridge Plan Commission action of \_\_\_\_\_, 2022 and Village of Cambridge Village Board action of \_\_\_\_\_, 2022.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 2022  
 Lisa Moen, Clerk, Village of Cambridge

Register of Deeds Certificate  
 Received for recording this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_\_\_ M.  
 and recorded in Volume \_\_\_\_ of Condominium Plats, on Page \_\_\_\_  
 Krissi Chlebowski, Register of Deeds, Dane County

**First Addendum to  
 THE VINEYARD CONDOMINIUMS  
 CONDOMINIUM PLAT**

BEING LOT 54 OF THE PLAT OF THE VINEYARDS AT CAMBRIDGE, LYING IN PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 1, T.6N., R.12E., VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN.

**Wisconsin Mapping, LLC**  
 308 West Quary Street, Deerfield, Wisconsin 53531  
 (908) 764-5002

Surveyor's Certificate  
 I, David C. Riesop, a Wisconsin Professional Surveyor, do hereby certify that this Condominium Plat of The First Addendum to The Vineyard Condominiums, is a correct representation of the field survey made, and of the property described herein, and that the identification and location of each unit and the common and limited common elements can be determined from the plat.

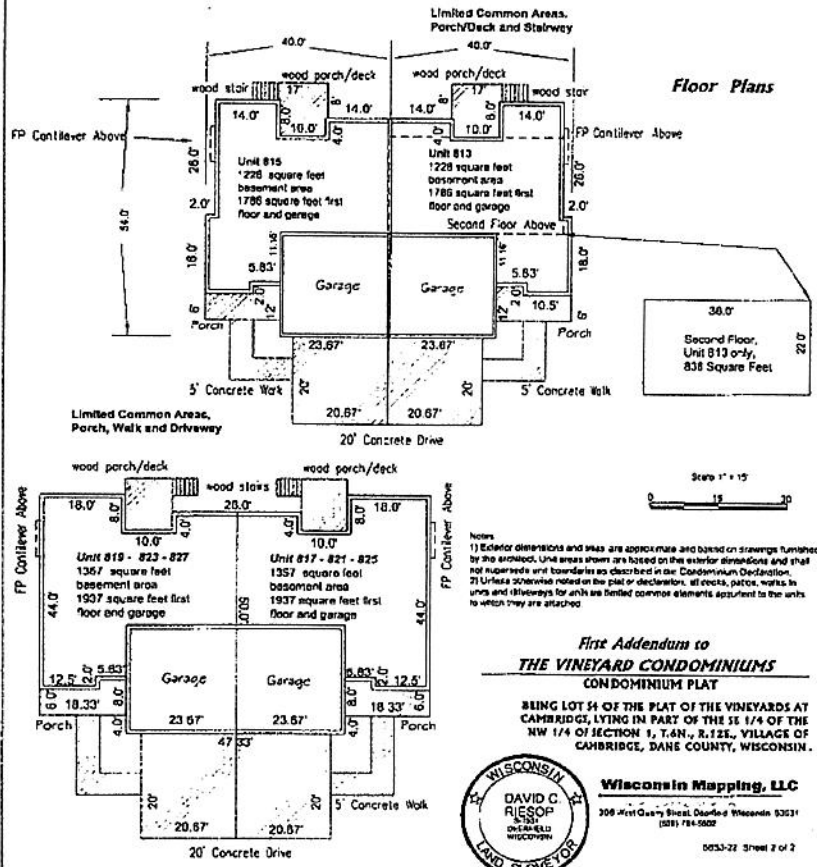
Dated \_\_\_\_\_  
 David C. Riesop 5-1551

- Notes
- 1) Prepared for The Vineyards at Cambridge, LLC, William Ranguette, managing member, Waunakee, Wisconsin
  - 2) The unit dimensions and unit areas shown on this condominium are planned exterior measurements and do not supersede unit boundaries as forth in the condominium declaration.

**Legal Description**  
 Lot 54, plat of The Vineyards at Cambridge, being located in Part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin.

**First Addendum to The Vineyard Condominiums, Phase One and Two**  
 Part of Lot 54, Plat of the Vineyards at Cambridge, being in part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin, described as follows:  
 Beginning at the Southwest corner of Lot 54; thence N00°00'17"E along the West line of said lot, 115.36 feet; thence S89°53'43"W, 110.00 feet; thence S00°00'17"W, 182.33 feet; thence S81°18'10"E, 91.12 feet to the East line of said lot 54 and the West line of Kensington Way, also being the point of curvature of a curve to the left, said curve having a central angle of 09°03'27" and a radius of 730.00 feet, the long chord of which bears S04°58'59"W, 115.37 feet; thence Southwesterly along the arc of said curve and West line, 115.49 feet to its point of tangency thereof; thence S00°25'03"W, 24.13 feet to the point of curvature of a curve to the right, said curve having a central angle of 89°48'17" and a radius of 30.00 feet, the long chord of which bears S43°59'11"W, 34.38 feet; thence Southwesterly along the arc of said curve, 37.88 feet to its point of tangency thereof; thence S87°13'20"W, 166.63 feet to the point of beginning, Containing 1.291 acre.

**Area Reserved for Expansion**  
 Part of Lot 54, Plat of the Vineyards at Cambridge, being in part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin, described as follows:  
 Beginning at the Southwest corner of Lot 54; thence N00°00'17"E along the West line of said lot, 118.15 feet to the point of beginning; thence continue N00°00'17"E, 157.11 feet to the Northwest corner of lot 54; thence S51°27'12"E, 304.13 feet to the Northeast corner of said lot and the point of curvature of a curve to the left, said curve having a central angle of 17°14'09" and a radius of 730.00 feet, the long chord of which bears S18°08'01"W, 218.77 feet; thence Southwesterly along the arc of said curve and the West line of Kensington Way, 219.60 feet to its point of tangency thereof; thence N81°18'20"W, 91.12 feet; thence N00°00'17"E, 182.33 feet; thence N89°53'43"W, 110.00 feet to the point of beginning, Containing 1.026 acres.



**First Addendum to THE VINEYARD CONDOMINIUMS CONDOMINIUM PLAT**  
 BEING LOT 54 OF THE PLAT OF THE VINEYARDS AT CAMBRIDGE, LYING IN PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 1, T.6N., R.12E., VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN.

**Wisconsin Mapping, LLC**  
 208 West Olin Street, Darlington Wisconsin 53531  
 (531) 784-5002

0653-22 Street 2 of 2

DAVID C. RIESOF  
 SURVEYOR  
 WISCONSIN



**EXHIBIT "C"**

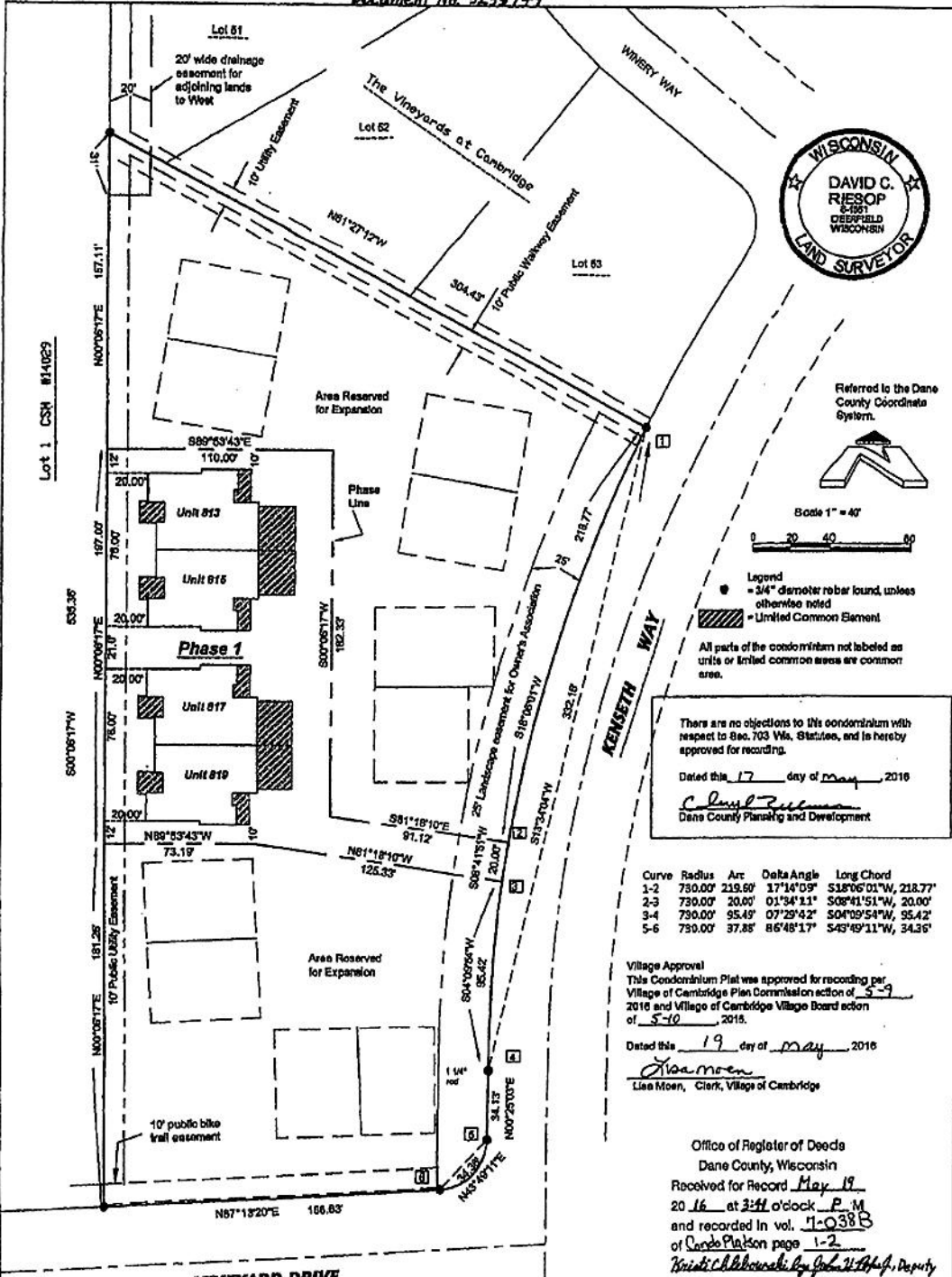
<b><u>UNIT NO.</u></b>	<b><u>UNIT ADDRESS</u></b>	<b><u>% INTEREST IN COMMON ELEMENTS</u></b>	<b><u>VOTE(S) IN ASSOCIATION</u></b>
813	813 Vineyard Court	12.5%	1
815	815 Vineyard Court	12.5%	1
817	817 Vineyard Court	12.5%	1
819	819 Vineyard Court	12.5%	1
821	821 Vineyard Court	12.5%	1
823	823 Vineyard Court	12.5%	1
825	824 Vineyard Court	12.5%	1
827	827 Vineyard Court	12.5%	1
		100%	8

**EXHIBIT "D"**

**PARCEL IDENTIFICATION NUMBERS**

813-819 Vineyard Court: 111/0612-012-6810.1

821-827 Vineyard Court: Part of 111/0612-012-6585-1



Scale 1" = 40'

Legend  
 ● = 3/4" diameter rebar found, unless otherwise noted  
 ▨ = Limited Common Element

All parts of the condominium not labeled as units or limited common areas are common area.

There are no objections to this condominium with respect to Sec. 703 Wis. Statutes, and is hereby approved for recording.  
 Dated this 17 day of May, 2016  
 Dana County Planning and Development

Curve	Radius	Arc	Delta Angle	Long Chord
1-2	730.00'	219.60'	17°14'09"	S18°06'01"W, 218.77'
2-3	730.00'	20.00'	01°34'11"	S08°41'51"W, 20.00'
3-4	730.00'	95.49'	07°29'42"	S04°09'54"W, 95.42'
5-6	730.00'	37.88'	8°48'17"	S43°49'11"W, 34.36'

Village Approval  
 This Condominium Plat was approved for recording per Village of Cambridge Planning Commission action of 5-9-2016 and Village of Cambridge Village Board action of 5-10-2016.

Dated this 19 day of May, 2016  
 Lisa Moen  
 Lisa Moen, Clerk, Village of Cambridge

Office of Register of Deeds  
 Dane County, Wisconsin  
 Received for Record May 19  
 20 16 at 3:11 o'clock P.M.  
 and recorded in vol. 11-038B  
 of Deeds Platbook page 1-2  
 Kristi Chlebowski by John V. Bluff, Deputy  
 Register

Surveyor's Certificate  
 I, David C. Riesop, a Wisconsin Professional Surveyor, do hereby certify that this Condominium Plat of The Vineyard Condominiums, is a correct representation of the field survey made, and of the property described hereon, and that the identification and location of each unit and the common and limited common elements can be determined from the plat.  
 Dated 5/19/2016  
 David C. Riesop 5-1551

Notes  
 1) Site address is 813, 815, 817 and 819 Vineyard Drive, Cambridge, Wisconsin  
 2) Prepared for The Vineyards at Cambridge, LLC, William Ranguette, managing member, Wausaukee, Wisconsin  
 3) The unit dimensions and unit areas shown on this condominium are planned exterior measurements and do not supersede unit boundaries as forth in the condominium declaration.

**Condominium Plat of  
 The Vineyard Condominiums,  
 Being Lot 54 of the plat of the Vineyards at  
 Cambridge, lying in part of the SE 1/4 of the  
 NW 1/4 of Section 1, T.6N., R.12E., Village  
 of Cambridge, Dane County, Wisconsin**

**Legal Description**

Lot 54, plat of The Vineyards at Cambridge, being located in Part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin.

**The Vineyard Condominiums, Phase One**

Part of Lot 54, Plat of the Vineyards at Cambridge, being in part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 54; thence N00°06'17"E along the West line of said lot, 181.25 feet to the point of beginning; thence continue N00°06'17"E along said West line, 197.00 feet; thence S89°53'43"E, 110.00 feet; thence S00°06'17"W, 182.33 feet; thence S81°18'30"E, 91.12 feet to the East line of said lot 54 and the West line of Kenseth Way and the point of curvature of a curve to the left, said curve having a central angle of 01°34'11" and a radius of 730.00 feet, the long chord of which bears S08°41'51"W, 20.00 feet; thence Southwesterly along the arc of said curve and West line, 20.00 feet to its point of tangency thereof; thence N81°18'10"W, 125.32 feet; thence N89°53'43"W, 73.19 feet to the point of beginning. Containing 0.541 acres.

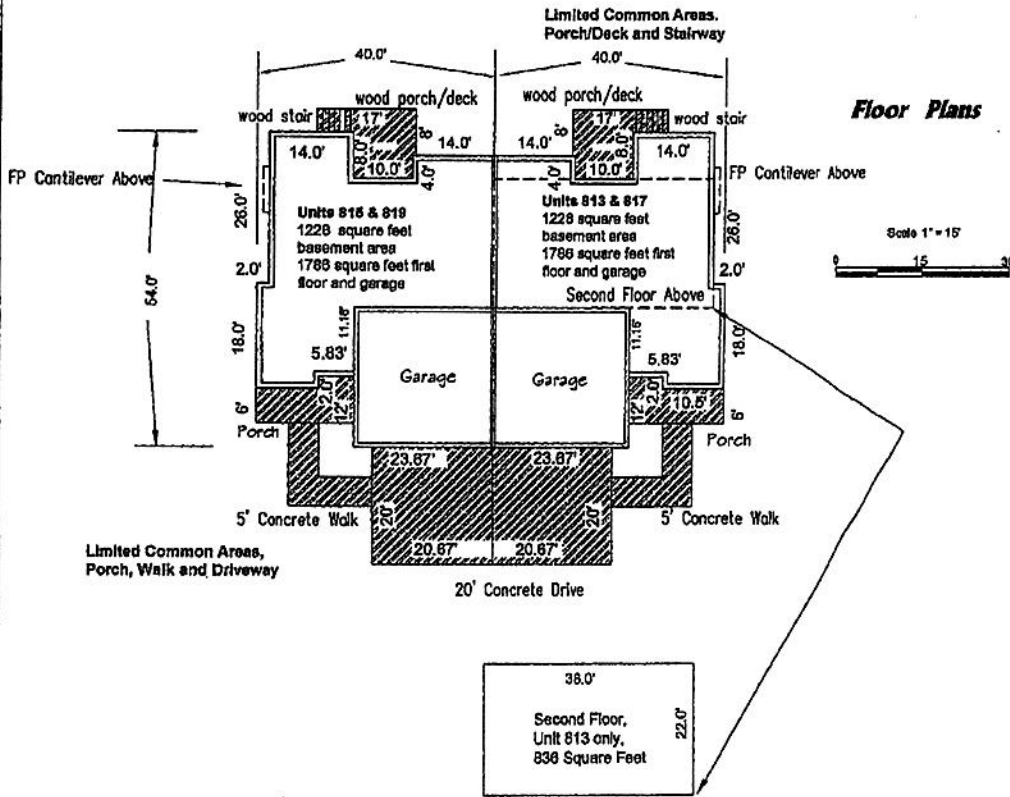
**Areas Reserved for Expansion**

Part of Lot 54, Plat of the Vineyards at Cambridge, being in part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of Lot 54; thence N00°06'17"E along the West line of said lot, 181.25 feet; thence S89°53'43"E, 73.19 feet; thence S81°18'10"E, 125.33 feet to the West line of Kenseth Way and the point of curvature of a curve to the left, said curve having a central angle of 07°29'42" and a radius of 730.00 feet, the long chord of which bears S04°09'54"W, 95.42 feet; thence Southwesterly along the arc of said curve and West line, 95.49 feet to its point of tangency thereof; thence S00°25'03"W along said line, 94.13 feet to the point of curvature of a curve to the right, said curve having a central angle of 86°48'17" and a radius 25.00 feet, the long chord of which bears S43°49'11"W, 34.36 feet; thence Southwesterly along the arc of said curve, 87.88 feet to its point of tangency thereof; thence S87°13'20"W along the North line of Vineyard Drive, 166.63 feet to the point of beginning. Containing 0.750 acres.

Part of Lot 54, Plat of the Vineyards at Cambridge, being in part of the SE 1/4 of the NW 1/4 of Section 1, T.6N., R.12E., Village of Cambridge, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of Lot 54; thence N00°06'17"E along the West line of said lot, 378.25 feet to the point of beginning; thence continue N00°06'17"E, 157.11 feet to the Northwest corner of lot 54; thence S61°27'12"E, 304.43 feet to the Northeast corner of said lot and the point of curvature of a curve to the left, said curve having a central angle of 17°14'09" and a radius of 730.00 feet, the long chord of which bears S18°06'01"W, 218.77 feet; thence Southwesterly along the arc of said curve and the West line of Kenseth Way, 219.60 feet to its point of tangency thereof; thence N81°18'10"W, 91.12 feet; thence N00°06'17"E, 182.33 feet; thence N89°53'43"W, 110.00 feet to the point of beginning. Containing 1.026 acres.



- Notes
- 1) Exterior dimensions and areas are approximate and based on drawings furnished by the architect. Unit areas shown are based on the exterior dimensions and shall not supersede unit boundaries as described in the Condominium Declaration.
  - 2) Unless otherwise noted on the plat or declaration, all decks, patios, walks to units and driveways for units are limited common elements appurtenant to the units to which they are attached.

**Condominium Plat of**  
**The Vineyard Condominiums,**  
 Being Lot 54 of the plat of the Vineyards at  
 Cambridge, lying in part of the SE 1/4 of the  
 NW 1/4 of Section 1, T.6N., R.12E., Village  
 of Cambridge, Dane County, Wisconsin

*David C. Riesop*  
 5/19/2016





4 September 2022

An Open Letter to the Village of Cambridge

President Mark McNally;

The Village has asked to have a sub-committee meeting and to have the meeting at the High School. The Town of Oakland will not agree to any further meetings until the misrepresentations which were published in the Cambridge News on 09/01/22 are corrected.

The Village Board and the Town Board were advised by the Village Engineer at a joint meeting of the boards on October 4, 2018 where he informed all members present that Section 66.0707 of the Wisconsin state statutes authorizes Town Boards to implement special assessments on Town residents to pay for improvements done by a Village. The Town of Oakland agrees that this is possible and has not refused to consider levying a special assessment.

The Village representatives stated that they must upgrade any road they annex to meet current village standards. In this same cited meeting, an estimate was given that improvements to Blue Jay Way would cost in excess of \$800,000. However, it is noted that the Village has annexed other streets such as Bilstead Rd and not had this street meet the current Village standard.

The Village contends that the Intergovernmental Agreement between the Village and the Town which was agreed to and signed in 2006 and renewed in 2016 called for the Village to only do Snow Plowing and filling of pot holes. Two facts testify to this not being true. First the agreement was drafted by an attorney in consultation with representatives from the Town and the Village. Lawyers are very precise with language. The word chosen to define the level of care the Village would give to the roads was "maintenance". Maintenance is a common word denoting an act of keeping in good repair. This word was chosen and both the Village and the Town signed the agreement with this level of care. The language in sections 1.1.3, 1.2.3 and 1.3.3 read: *"From the effective date of this Agreement forward, the Village shall maintain and serve all of (Named Street) in the same manner as all other Village roads,..."* There was no apparent issue with this word at that time, nor in 2010, or 2014, or at renewal of the agreement in 2016.

But starting in 2019 the Village began to speak of the term maintenance as limited to snowplowing and pot hole repairs. And the attorney and a former village official came to a joint meeting and said that this was what was meant by maintenance; snow plowing and pot hole filling. Suddenly, 12 years later a correction was needed? This is interesting. Secondly, anyone who knew the Town Board chair at the time this agreement was negotiated and signed, would know that he would have never agreed to pay the Village, road aid money for a year for just 3 to 4 months of work.

Added to these issues is the other issue of what constitutes the road, street, or highway. Generally, it consists of the paved or gravel surface, the shoulder and the right of way. Right of Ways in Wisconsin are presumed to be 66 feet. State Statute 340.01 (22) states: *"Highway" means all public ways and thoroughfares and bridges on the same. It includes the entire width*

*between the boundary lines of every way open to the use of the public as a matter of right for the purposes of vehicular traffic."*

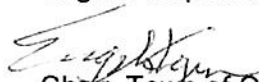
Now citing from the Village of Cambridge Code of Ordinances 12.44. Which, speaks to Parades. Section 20 – Definitions. *"As used in this chapter: "Highways" or "streets" have the meaning set forth in Section 304.01 Wis. Stats."* This means that the Village accepts the boundary-to-boundary definition for streets. We can also look at Chapter 16 the Subdivision ordinance for the Village of Cambridge especially section 16.04.050 Definitions for "Street". *Street means a public way for pedestrians and vehicular traffic and utility access...and other elements of the right-of-way.* There is additional reference in 16.24.010 General Design Standards. So, in keeping with sections 1.1.2, 1.2.2 and 1.3.2 the following statement is made. *"The Village and Town agree that all of (North Street, Blue Jay Way, and Potters Road) shall be treated as Village Road(s), and that both the Village and the Town shall take any and all permissible actions to establish (said streets) status as a Village Road."* Given this, the Village is responsible for maintenance of the Right of Ways along the streets in the Intergovernmental Agreement. So much for just plowing and pot hole filling.

In Conclusion the Town is not trying to be difficult but rather to foster the transfer of Town roads to become Village roads as noted in the previous section. However, we have a question for the Village. Why won't you agree to annex Blue Jay Way?

As noted in other discussions the Village collects \$13,774 as the Village's share of property tax for residences which are along Blue Jay Way. The Town collects a total of \$792. The Department of Administration approved a petition from the Town of Oakland to have the Village annex Blue Jay Way and the other two streets in 2019 which the Village refused to accept. The DOA noted that there was not a problem with creating islands. After all, on Blue Jay Way the two Town properties are totally surrounded by Village property. And that these streets really were more homogenous to the Village and that this would be in the public interest. The discussion at the joint meeting which led to the creation of the sub-committee focused on the idea of a mill and overlay that allows for annexation of an improved road which would buy time for the Village to come up with the final plans for what improvements they want to make to Blue Jay Way. It is time for the Village to tell the Village residents and the Town and it's residents why they don't want to annex Blue Jay Way.

If we would agree and move ahead with the annexation and the mill and overlay, we would have a basis for resolving the issues of the remaining two streets.

Respectfully,  
Eugene Kapsner

  
Chair, Town of Oakland

CC. The Cambridge News  
Lisa Moen, Town Clerk Village of Cambridge

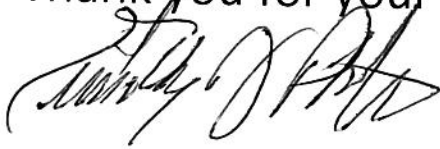
Village of Cambridge, WI

Board of Trustees

I, Timothy J Phelps,

am interested in, filling the vacancy on the Village  
board of trustees.

Thank you for your time

A handwritten signature in black ink, appearing to read "Timothy J Phelps", written in a cursive style.

Timothy J Phelps

## Timothy Phelps

### Military Veteran Taking Action, Getting Results

Timothy Phelps has always had a passion for serving others



A proud military veteran, Phelps spent 13 years in the service, including fighting for our country overseas during Operation Desert Shield / Storm as a Staff Sergeant. He also spent time in the Wisconsin Army National Guard and Army Active Duty

But his work to serve didn't stop after his time in the Army. For the last 18 years, Phelps has been working as a Registered Cardiovascular Invasive Specialist in Madison

Now, he is bringing that passion for serving here to Cambridge by running for Village Trustee

Phelps knows how important it is that we work together to create a safe, progressive, and prosperous community. He believes in listening first, identifying the best ways to serve our community, and then getting to work. He is someone who is always looking to help others, and be transparent about the decisions being made.

As an outsider looking in, Phelps brings a fresh perspective on important issues that matter to the citizens of Cambridge. He found his forever home here with his wife, Brenda, and two dogs, Abby and Izzy

As a dad with two grown children, Phelps wants to help create a thriving village for future generations

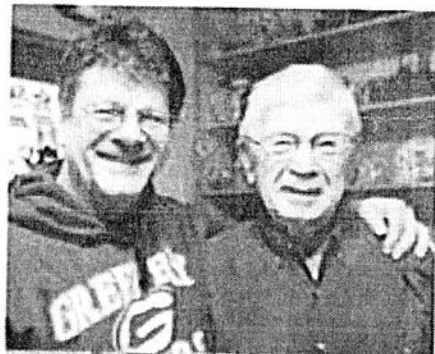
He is running on the platform of creating a flourishing downtown that not only adds more business and restaurants but also helps support the small businesses we currently have. This will help bring much needed tourism and money into our area, which benefits our business owners, and would allow us to have the funds needed to put on events for our children during Christmas, Halloween, etc.

Another issue that he is passionate about is bringing more families here to raise their children. We have an excellent school system with talented educators who genuinely want to support children. Phelps wants to put Cambridge Schools on the map and be a place where parents want their children to learn

Phelps also supports expanding our Fire and EMS station, as we are a growing village. He believes our local heroes need to have the best equipment and facilities to do their job and make sure we are safe.

Born and raised in La Crosse, Wisconsin, Phelps is proud and grateful to still have his parents. His mom is 87 and dad is 90; they both still live in the same house Phelps was born and raised in.

A vote for Timothy Phelps is a vote for a brighter future





## **AGREEMENT TO UNDERTAKE DEVELOPMENT**

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of the \_\_\_ day of \_\_\_\_\_, 2022 (the “Agreement”), by and between the Village of Cambridge, a Wisconsin municipal corporation (the “Village”), and West Gate Partners, LLC, a Wisconsin limited liability company (the “Developer”).

### **RECITALS**

**WHEREAS**, the Village has created Tax Increment District No. 6 (the “District”) and approved a Project Plan (“Project Plan”) for the District; and

**WHEREAS**, TID disbursements may be made until \_\_\_\_\_ (the “TID Closure Date”); and

**WHEREAS**, the Village desires to facilitate the development of certain property within the District; and

**WHEREAS**, Developer proposes to design and install necessary improvements to serve the property described in Attachment A; and

**WHEREAS**, the Village finds and determines that unless the Village provides the tax increment development incentive payments described in this Agreement, Developer will not install public improvements, development of the Property will not occur, and the Village will not accomplish the objectives of the Project Plan for the District; and

**WHEREAS**, the Village finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents, by expanding the tax base and creating mixed-use opportunities, thereby serving public purposes in accordance with state and local law; and

**WHEREAS**, as an inducement to Developer to install necessary public improvements and otherwise facilitate the development of the Property, to make the development financially feasible, and to implement the Project Plan for the District, the Village finds it appropriate to provide tax increment development incentive payments to reimburse project costs for the development of the Property as described in, and subject to the reservations contained in, this Agreement; and

**WHEREAS**, the Village requires a development agreement to facilitate development of the Project; and

**NOW, THEREFORE**, in consideration of the Recitals and the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the Village agree as follows:

A. **DEFINITIONS.** As used in this Agreement, the following terms shall mean:

1. Property. The property to be served by the public improvements designed and installed by the Developer, and as more particularly described in Attachment A.
2. Property Base Value. The Property Base Value shall be \$58,300, as assessed by the Village of Cambridge when the Property was added to the District.
3. Property Tax Increment. The Property Tax Increment is the tax increment actually received by the Village from taxes levied on the Property in a given year, as reasonably calculated by the Village. As of the effective date of this Agreement, the Department of Revenue calculates the combined tax increment generated by all tax increment districts in the Village, using a methodology reflected on Wisconsin Department of Revenue form PC-202. A copy of form PC 202, for 2020 taxes payable in 2021, is attached as Attachment B. The Village shall calculate the Property Tax Increment by multiplying the total “interim rate” from form PC-202 for the applicable year by the Property Value Increment for that year. The total interim rate is obtained by dividing the combined levies from each taxing jurisdiction (the sum of the apportioned levies in column A on form PC-202) by the total equalized value of all taxable property in the Village, excluding the value increment of all tax increment districts in the Village (the amount used in Line 3 of column B on form PC-202). If the Wisconsin Department of Revenue discontinues or modifies form PC-202, or otherwise modifies the manner in which it calculates tax increment, the Village may calculate the Property Tax Increment in such other reasonable manner as it determines appropriate. The Village may make such adjustments in calculating the Property Tax Increment needed so that, if tax increment is so calculated for all parcels in the District, the sum does not exceed the total tax increment received or receivable by the Village from taxes levied on all property in the District; in all events, however, the calculation of the Property Tax Increment shall not be reduced as a result of the failure of any party (other than the owner of the Property) to timely pay taxes on any property in the District.
4. Property Value Increment. The assessed value of the Property in a given year, as shown on the real property tax bill for the Property for that year, minus the Property Base Value.

5. District. Village of Cambridge Tax Increment District No. 6.
6. Excess Tax Increment. Property Tax Increment minus any unreimbursed Village Administrative Costs and Village debt payments attributable to TID 6.
7. Project. Developer's construction of the following:
  - (a) All necessary Public Improvements to serve the Property and facilitate development, or those Public Improvements deemed necessary by the Village as provided in the Developer's approved plans and specifications.
8. Plans and Specifications. Written plans and specifications, prepared by Developer in accordance with Village Standards, approved by the Village Engineer, and in conformance with the all conditions of the approved CSM for the Property, for the design, construction, and installation of Public Improvements.
9. Public Improvements. Those on-site and off-site public improvements needed to serve the Property, or otherwise deemed necessary by the Village, potentially including water and sewer utilities, stormwater management facilities, public roadways, metered intersection, and sidewalks.
10. Village Administrative Costs. All reasonable costs, including Village staff, engineering, legal, planning, inspection, and financial consultant costs, incurred by the Village relating to the creation and continuing and future administration of this Agreement, the drafting and negotiation of this Agreement and other agreements relating to the Project, and other reasonable costs incurred by the Village in connection with the Project.

**B. DEVELOPMENT INCENTIVE GRANTS.**

1. Municipal Revenue Obligation. Following acceptance of all required Public Improvements, and within forty-five (45) days after submittal of a written request for issuance of the Municipal Revenue Obligation, the Village shall issue a Municipal Revenue Obligation to Developer as a development incentive and to reimburse certain eligible project costs in the principal amount of up to one million three-hundred seventy two thousand and four hundred dollars (\$1,372,400). The Municipal Revenue Obligation shall be payable to Developer in annual installments and solely from Excess Tax Increment generated by the Project. The Municipal Revenue Obligation shall be in the form incorporated herein as Attachment C. The Village's

obligations under this Section shall be subject to the following terms and conditions:

- (a) Any payment on the Municipal Revenue Obligation shall be payable solely from and only to the extent that the Village has received, as of such Payment Date and after the date of issuance of the Municipal Revenue Obligation, Excess Tax Increment. Any such Excess Tax Increment shall be appropriated by the Village Board to payment of the Municipal Revenue Obligation until paid in full or the TID Closure Date, whichever occurs first.
- (b) For purposes of the Municipal Revenue Obligation, a “Payment Date” shall mean within thirty days of the Developer submitting an invoice for payment of the Municipal Revenue Obligation each year until the TID Closure Date or until the Municipal Revenue Obligation has been paid in full, whichever occurs first. Developer may submit an invoice for payment of the Municipal Revenue Obligation on or after October 1<sup>st</sup> of each year. On each Payment Date, the Village shall make a principal payment on the Municipal Revenue Obligation in accordance with the estimated schedule set forth below, but the Village shall not have any obligation to make any Municipal Revenue Obligation payment in any year in an amount in excess of the Excess Tax Increment. In the event that there is not sufficient Excess Tax Increment to make the full Municipal Revenue Obligation principal payment shown below, together with all interest accrued thereon, to the Developer in any year, it shall not be a default by the Village, but such deficiency amount shall remain payable to Developer on the next payment date that there is sufficient Excess Tax Increment to make such payment and shall be deemed the first amount paid on such next date, until all principal payments on the Municipal Revenue Obligation have been paid in full; provided however that if all principal and interest has not been paid to Developer by the TIF Closure Date, the Village shall have no further obligations to make payments hereunder or under the Municipal Revenue Obligations.
- (c) **[Placeholder for Village Board discussion]**
- (d) To the extent the Excess Tax Increment in any year exceeds the amount of any payments then due on the Municipal Revenue

Obligation, Village may use such excess to make prepayment of principal on the Municipal Revenue Obligation.

- (e) The Village covenants and agrees that Excess Tax Increment held by the Village as of a given Payment Date shall not be appropriated for any other use, if not appropriated for the Municipal Revenue Obligation due as of such Payment Date. The District shall not be terminated prior to the TID closure date unless the Municipal Revenue Obligation of \$1,372,400, has been paid.
- (f) The Developer's Lender may require the Developer to execute a Collateral Assignment of this Agreement and the Municipal Revenue Obligation. Such assignment shall require the consent of the Village, and the Village's consent may not be unreasonably withheld.
- (g) The Municipal Revenue Obligation nor the Excess Tax Increment shall be used or applied, in whole or in part, to the payment or reimbursement of any real, personal or other property taxes.
- (h) The Municipal Revenue Obligation payments shall not be included in the computation of the Village's constitutional debt limitation, because the Municipal Revenue Obligations payments are limited and conditional, and no taxes have been or will be levied for its payment or Excess Tax Increment or other taxes pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of Village's obligation from a limited and conditional obligation to a general obligation.

### **C. DEVELOPER OBLIGATIONS.**

1. Timely Proceed With Private Development. Developer shall use good faith efforts to construct the Project during 2022 and 2023, such that the economic development and other benefits cited in this Agreement and the Project plan are actually derived by the Village and other taxing jurisdictions.
2. Public Improvements. The Developer shall design, construct, and install all Public Improvements as shown in the Certified Survey Map for the Property, and in accordance with Plans and Specifications. Once Plans and Specifications have been approved by the Village Engineer, the Plans and Specifications shall be incorporated into this Agreement. The Developer's obligation to complete the Public Improvements will arise once all of the following have occurred: (a) execution of this Agreement; and (b) approval by the Village Engineer of Developer's Plans and Specifications. Developer's obligation will be independent of any obligations of the Village contained



herein, and will not be conditioned on the commencement of construction or sale of any lots or Public Improvements.

- (a) *Village Approval of Starting Dates.* No land disturbance or work on the Project property shall begin until approved by the Village Engineer. Following that approval, the Developer shall submit a starting date and schedule to the Village Engineer for approval a minimum of seven (7) calendar days before work is scheduled to begin. A starting date will not be approved until the Financial Security Instrument (defined below) required by this Agreement has been furnished to the Village. Notwithstanding the foregoing, the Village Engineer may authorize commencement of clearing and grading activities prior to approval of a start date if an erosion control plan has been approved and erosion control measures are in place. Any grading work commenced prior to approval of a start date is at Developer's risk, and may need to be changed based on final approved Plans and Specifications. No early commencement of land disturbing activities will be allowed unless permission is issued in writing by the Village Engineer.
- (b) *Time of Completion.* All Public Improvements shall be completed within twelve (12) months after the approved start date. Any work which is not completed within twelve (12) months of commencement may be completed by the Village at the Village's option and charged to the Developer's Financial Security Instrument.
- (c) *Costs of Project.* The Public Improvements will be designed, constructed, and installed by the Developer at the Developer's sole expense. The Village shall not be responsible for any costs or charges relating to the Project or this Agreement, except those specifically enumerated and agreed upon in this or subsequent written, signed agreements between the Developer and the Village.
- (d) *Contractors Engaged by Developer.* The Developer shall perform all work to the standards required by the Village, and shall comply with every requirement of the Village's Code of Ordinances and standards of construction in performing such work. The Developer shall furnish the Village Engineer with the names of all known contractors and subcontractors, with the classification of work they will perform, at or before a preconstruction meeting between Developer and the Village, and shall update such information as construction progresses.
- (e) *Specifications for Public Improvements.*

(1) *Grading Plan.*

- i. Grading for the Project shall be in conformity with a grading plan approved by the Village Engineer.
- ii. Upon completion of grading, the Developer shall submit to the Village Engineer a record drawing identifying the grades as established by the Developer. The Developer shall provide the Village with the general contractor's certification that the grades on the record drawing are in conformance with the final approved grading plan.
- iii. The Developer shall obtain an erosion control permit pursuant to the Village's Code of Ordinances prior to grading, excavating, or other land disturbing activities.

(2) *Street Public Improvements.*

- i. The Developer shall construct all streets, including gravel base, and install the curb and gutter in accordance with the construction standards of the Village. The Developer must apply for and obtain a right-of-way permit before any work is performed within the Village's rights-of-way and work with the Village to obtain the Wisconsin Department of Transportation right-of-way permit. The Village will work with the Developer to submit any application or request that only a public entity may perform.
- ii. The Village Engineer shall determine whether the Developer will be required to remove unsuitable subbase material and to replace and compact such subbase material with suitable material, in order to insure the quality of the street construction.
- iii. Developer shall grade and surface those streets, install concrete curb and gutters and concrete driveway aprons.
- iv. Unless otherwise approved by the Village Engineer in writing, the second course of asphalt shall be installed following one winter from the original installation of the 1<sup>st</sup> layer of asphalt. The second course of asphalt shall be constructed no later than September 15 of the second calendar year following construction of the first course of

asphalt. The Village shall have no responsibility to accept dedication of, plow, or otherwise maintain any street that has not been fully completed, including the final asphalt lift.

- v. Construction of pavement, concrete curb and gutters, and concrete aprons shall not occur at any time when the outside temperature is such that construction of such work would not be in conformance with the latest edition of the Standard Specifications for Highway and Structure Construction in Wisconsin.

(3) *Sidewalks and Pathways.*

- i. Sidewalks and pathways in the right-of-way shall be constructed in full compliance with Public Right-of-Way Accessibility Guidelines (PROWAG) and sidewalks and pathways outside the right-of-way shall be in full compliance with the Americans with Disabilities Act (ADA).
- ii. The Developer must apply for a right-of-way permit before any work is performed within the Village's rights-of-way. Construction of sidewalks and pathways shall not occur at any time when the outside temperature is such that construction of such work would not be in conformance with the latest edition of the Standard Specifications for Highway and Structure Construction in Wisconsin.

(4) *Sanitary Sewer Collection.*

- i. The Developer shall install sanitary sewer service laterals to serve each lot in the \_\_\_\_\_ Property.
- ii. All sanitary sewer main and lateral construction shall be completed prior to the application of aggregate base and the first course of asphalt street pavement.
- iii. No installation of sanitary sewer shall commence until Plans and Specifications have been approved by the Village Engineer and the Wisconsin Department of Natural Resources as it requires.

(5) *Water Distribution.*



- i. Water distribution infrastructure shall be installed with mains, hydrants, tees, valves, crosses and related appurtenances and water service laterals.
- ii. The Developer shall install water service laterals to serve each lot in the Project.
- iii. All water main and lateral construction shall be completed prior to the application of aggregate base and the first course of asphalt street pavement.
- iv. No installation of water main shall commence until Plans and Specifications have been approved by the Village Engineer and the Wisconsin Department of Natural Resources as it requires.

(6) *Storm Sewer and Storm Water Management Facilities.*

- i. Developer shall design and construct all stormwater management infrastructure to be connected to the Village's existing public stormwater management system. If the Village's existing public stormwater management system lacks sufficient capacity for the added stormwater from the completed Project, the Developer shall upsize the existing system or construct new systems to accommodate the additional stormwater to the satisfaction of the Village Engineer.

The minor system of storm sewer pipes and inlets are required to be designed to safely convey peak flows from the 10-year 24-hour design rainfall event. The major system of stormwater collection and conveyance facilities are required to be designed to safely convey peak flows from the 100-year 24-hour design rainfall event. Depending on specific site conditions and other requirements as determined by the Village Engineer the capacities for either the minor or major system may be greater.

- ii. All storm sewer construction shall be done in accordance with construction standards of the Village and shall be completed prior to the application of the first course of asphalt street pavement.

- iii. All storm water management facilities shall be constructed as provided in the approved storm water management plan for the Project.

(7) *Easements and Utility Service.* All utilities serving the Project including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this Section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communications facilities, and telephone shall be installed within the right of way or within easements alongside of rear lot lines and shall not be permitted in the front yard without written approval by the Village. Village utilities are permitted to be constructed within the Village utility easement located in the front yard of certain lots if approved by the Village Engineer.

(8) *Fencing and Debris Removal.* The Developer shall remove all interior fences and posts on the Property, and shall remove all man-made debris on lands to be dedicated to the public, or which are public at the time of execution of this Agreement.

(9) *Street Signs.* The Developer shall purchase and install street name identifier signs and traffic control signs. Developer shall provide a signage plan for approval prior to purchase.

(10) *Street Lamps.* The Developer shall pay for the purchase and installation of street lamps. Street lamps shall be placed at intervals and in locations as set forth on a street lamp plan approved by the Director of Public Works and the local electric utility company. The type and specifications of the street lamps must be approved by the Director of Public Works prior to installation. The Village will not accept street lamps subject to a lease.

(11) *Survey Monuments.* The Developer shall install all survey monuments for the lands within the Plat in the manner required by law within the time required by law.

3. Developer to Reimburse Village Administrative Costs. The Developer shall reimburse the Village for Village Administrative Costs. The Village shall bill the Developer monthly for Village Administrative Costs. Bills outstanding for more than 30 days shall accrue interest at the rate of 1 and 1/2 percent per month. Bills outstanding for more than 90 days may be forwarded to the Developer's Financial Security Instrument agency for payment. The Village may order the suspension of work on the Project if bills are outstanding for more than 60 days. Upon request and subject to any applicable limitations of privilege, the Developer may inspect the books and records of the Village relating to invoices.

4. Developer is responsible for obtaining all licenses, permits, and authority necessary to perform its obligations under this Agreement, and for abiding by any conditions placed upon those approvals, including the conditions imposed by the Certified Survey Map for the Property.

5. Insurance. Developer shall maintain in effect and furnish to the Village evidence of insurance and proof of payment of premiums as follows:

- (a) *During Construction*. During the process of construction of the Project, Developer shall obtain policies of builder's risk completed value non-reporting form of fire and extended coverage, vandalism and malicious mischief hazard insurance naming the Village as an additional insured and covering the Project in at least the amount of the estimated cost of replacement of the Project, with loss payable endorsements in favor of the Village up to the amount of the Municipal Revenue Obligation with provision that such coverage will not be terminated without 30 days prior written notice to the Village.
- (b) *After Completion*. After completion of construction of the Project, Developer, and its successors and assigns, shall keep the Project adequately insured against loss or damage occasioned by fire, extended coverage perils (to specifically include coverage for wind, storm and similar natural disaster and hazards) as Developer's first mortgage lender(s) may require, which shall remain in effect until the Village has been paid, from real estate taxes imposed on the Property and owed to the Village, an amount equal to the total amount of incentive grants issued to Developer under this Agreement. All insurance policies obtained to satisfy this requirement shall include a provision that they shall not be terminated, amended or canceled without at least 30 days prior written notice to the Village. If any portion of the Project is substantially damaged or destroyed by fire, wind, storm, mold, bacteria or any other cause prior to the end of the Term of this Agreement, as provided in Section I.19, Developer shall promptly rebuild or repair the damaged or destroyed portions of the Project. Developer shall provide the Village with a certificate of insurance from its insurance carrier evidencing the required coverage not later than 30 days after the initial effective date thereof and upon each renewal.

#### **D. ACCEPTANCE AND GUARANTEE OF PUBLIC IMPROVEMENTS.**

1. Acceptance. After Public Improvements have been installed and completed, and within forty-five (45) days after receiving written notice that the Developer desires the Village to inspect such Public Improvements, the Village Engineer shall inspect the Public Improvements. If the Public Improvements comply with all state and Village requirements, the Village Board may accept dedication of the Public Improvements. Before acceptance of any such Public Improvements, the Developer shall: (1) present to the Village valid lien waivers from all persons providing materials or performing work on the Public Improvements for which acceptance is sought; (2) provide electronic as-built drawings to the Village Engineer in file formats acceptable to the Village Engineer; (3) provide to the Village all information regarding such Public Improvements that the Village requests to comply with GASB 34. Acceptance by the Village does not constitute a waiver by the Village of the right to draw funds under the Financial Security Instrument because of defects in or failure of any Public Improvements that are detected or which occur following such acceptance.

Public Improvements will not be accepted by the Village until all outstanding Village Administrative Costs have been paid in full. Sanitary sewer and water main and service laterals shall not be accepted until a complete breakdown of all construction, engineering, and administrative costs incurred by the Developer is submitted to the Village Engineer. Water system infrastructure shall not be accepted until a bacteriologically safe water sample is obtained and tested by a certified agency. The Developer shall be responsible to flush the mains, obtain the samples, and have all tests completed as may be required for the Village's acceptance, under the direct supervision of the Village Engineer. In addition, the Developer shall clean the sanitary sewers in accordance with the directives of the Village Engineer. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and acceptance of the system by the Village, ownership and control of the system (except ownership of sewer laterals and the private part of water laterals) shall be turned over without any restrictions to the Village.

The Developer shall be responsible for maintenance and repair of all Public Improvements until such Public Improvements are formally accepted by the Village.

2. Public Improvement Guarantee. The Developer guarantees all Public Improvements against defects which appear within a period of one (1) year from the date of acceptance by the Village and shall pay for any damages to Village property resulting from any Public Improvement defects. If any defect appears during this guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in Plans and Specifications approved by the Village Engineer. The Developer shall have thirty (30) days from the issuance of

such notice (or such longer period as may be acceptable to the Village Engineer as may be required due to weather or climatic conditions) to cure the defect. The Village shall not declare a default under this Agreement during the 30-day cure period for any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the Village determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. All guarantees or warranties for materials or workmanship which extend beyond the above Public Improvement guarantee period shall be assigned by the Developer to the Village (as beneficiary).

#### E. FINANCIAL SECURITY INSTRUMENT.

Before a starting date will be approved, the Developer shall provide the Village with a Financial Security Instrument in a form acceptable to the Village in the amount of 120% of the estimated costs of Public Improvements (the "Financial Security Instrument"). The Financial Security Instrument may not expire less than 12 months after issuance. The form and substance of the Financial Security Instrument must be reviewed and deemed acceptable by the Village attorney. The Financial Security Instrument shall allow for the Village to draw upon it for unreimbursed Village Administrative Costs.

##### 1. Financial Security Instrument Requirements.

a. *Payment.* A Financial Security Instrument shall be payable to the Village at any time upon presentation of (1) a sight draft drawn on the issuer of the Financial Security Instrument in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement; (2) an affidavit executed by an authorized Village official stating that the Developer is in default under this Agreement; and (3) the original Financial Security Instrument.

b. *Reduction of Financial Security Instrument.* As work progresses on installation of the Public Improvements, the Village Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the Financial Security Instrument as hereinafter provided. When portions of the Public Improvements are completed by the Developer, and determined acceptable by the Village Engineer, the Village Engineer is authorized to reduce the amount of the Financial Security Instrument after receiving: (1) copies of pay requests approved by the Developer's engineer; (2) a statement from the Developer's Engineer certifying the estimated cost of the total amount of work remaining to complete the Public Improvements, including all approved or anticipated change orders; and, (3) partial lien waivers from the general contractor, subcontractors, and material suppliers for the total amount paid to date. The



amount of the reduced Financial Security Instrument shall be not less than 120% of the estimated cost of the total work remaining to complete the Public Improvements, including approved and anticipated change orders, plus 10 percent of the cost of the completed Public Improvements, and including the cleaning of stormwater management measures prior to acceptance of such measures, as certified by the Developer's Engineer, and approved by the Village Engineer.

c. *Reduction after Acceptance.* Upon acceptance by the Village of all Public Improvements, the Village agrees to reduce the Financial Security Instrument to ten (10) percent of the total cost of the Public Improvements. The Village shall return any unused funds drawn from a Financial Security Instrument to Developer or the institution that provided the Financial Security Instrument after Developer's Improvement guarantee obligations of this Agreement have been satisfied.

d. *Accounting.* The Developer may inspect the Village records of payments made using a Financial Security Instrument upon request at reasonable times. However, the Village retains the exclusive right to determine, among other things, questions of design, specifications, construction cost, performance, contract compliance, and payment in connection with this work. In the absence of fraud on the part of the Village, the Village's decisions on all such matters shall control and shall be final.

e. *Insufficient Security Instrument Amount.* If the amount provided by a Financial Security Instrument is at any time not sufficient to secure the Developer's performance of this Agreement, then the Village shall notify the Developer of the necessary increase in the Financial Security Instrument, or the additional amounts due, and the Developer shall increase the Financial Security Instrument amount or pay the Village for such additional costs within thirty (30) days of receipt of notification.

f. *Notice of Expiration.* The Financial Security Instrument shall require the issuer to provide written notice of the expiration of any Financial Security Instrument not less than sixty (60) days before its expiration by sending written notice to the Village. The Financial Security Instrument shall be renewed at least thirty (30) days before its expiration date, or any renewal date, until the completion of the Public Improvement guarantee period.

2. Preservation of Assessment Rights. Any work which is not completed within 12 months of the Village approved start date may be completed by the Village at the Village's option and charged to lots in the Project as a special assessment.

## **F. PERMITS AND FEES.**

1. Building Permits. The Village shall not issue building, occupancy, or other permits or approvals unless Developer has complied with the provisions of this Agreement.
2. Occupancy Permits. The Village will not issue any occupancy permits for the Project until all Public Improvements are complete and accepted by the Village.

#### **G. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY.**

1. Laws To Be Observed. The Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances which are in effect or which may be placed in effect which may affect the Project. All applicable provisions of the Village's Code of Ordinances, and any other applicable laws shall be adhered to with respect to the design, construction, and installation of the Public Improvements except as variances to or waivers of those requirements have been granted. Developer shall pay all charges and fees and give all notices necessary and incident to the lawful construction of the Public Improvements to be completed under this Agreement.
2. Public Protection and Safety. During construction of the Public Improvements, the Developer shall be responsible for all damage, bodily injury, or death relating to the construction of the Public Improvements whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of construction and installation of Public Improvements, the Developer shall provide reasonable safeguards.
3. Developer's Responsibility for Work. Construction and installation of Public Improvements shall be under the charge and care of the Developer until all Public Improvements have been accepted by the Village. If prior to acceptance, the Village is required to take any measure to maintain, protect, or guard any completed Public Improvements that have not yet been accepted by the Village, the costs of doing so shall be billed to Developer as Village Administrative Costs.
4. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village's officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

#### **H. CONDITIONS PRECEDENT TO AGREEMENT OBLIGATIONS.**

All of the following must occur before either party's obligations under this Agreement shall become effective.

1. The Village and Developer must approve and execute this Agreement.
2. Developer shall provide commitment letters demonstrating it has secured sufficient financing to pay for the Project.
3. Developer must obtain all necessary licenses, permits and approvals from the Village required for the commencement of construction of the Public Improvements.

If the events described in this Section are not satisfied by April 1, 2023 then this Agreement shall be null and void.

## **I. GENERAL CONDITIONS.**

1. Indemnification. The Developer shall indemnify and hold harmless the Village, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the Project, provided, however, that such indemnification shall not extend to directions to Developer by the Village or its employees to perform acts if the acts are performed in accordance with such direction. Developer shall indemnify and hold harmless the Village and all its agents, officers and employees against any claim or liability arising from or based on the violation of any law, ordinance, regulation or order, whether by itself or its agents, employees, or contractors.

In any and all claims against the Village, its officers, agents, or employees, by any employee of the Developer, its contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, the contractor, or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

2. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the Village warrant that Developer is entitled to any other approvals required for the Project as a result of this Agreement. This Agreement is intended only to address those special concerns related to implementation of the Project. Nothing in this Agreement relieves Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state, and federal requirements in order to proceed with the Project.



3. Binding Effect / Assignment. The obligations of Developer and the Village under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the Village, and any unapproved assignment is void. No assignment of Developer's benefits consented to by the Village in this subsection shall constitute a release of Developer from the obligations and liabilities under this Agreement. Developer may, in its discretion, require by contract that any subsequent owner of all or part of the Property assume all or part of Developer's obligations. No such assumption, however, and no act of the Village, shall release Developer from any obligation or liability under this Agreement, unless and to the extent that the Village expressly agrees in writing to release Developer. The Village shall have the sole discretion to release or not release Developer from the obligations and liabilities under this Agreement.

4. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

5. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Village and Developer.

6. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies. Remedies include, but are not limited to, charging Developer, on all amounts due to the Village not paid by the due date, interest at the rate of 2 percent over the rate then payable by the Village under the Village borrowing, from the due date until the date the unpaid amounts are paid in full. The Village shall be allowed to withhold any payments due under this Agreement if the Developer is in breach of this Agreement and has failed to cure the breach within 30 days after notice thereof. In addition to other remedies provided to the Village by this Agreement, the Village shall have the right, without notice or hearing, to impose special assessments or special charges on lots within the Property owned by Developer for any amount to which the Village is entitled by virtue of this Agreement. This provision constitutes the Developer's acknowledgment of special benefit and the Developer's consent to, and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.

7. Entire Agreement/Attachments Incorporated. This written Agreement and all attachments hereto, shall constitute the entire Agreement between Developer and the Village as of the date hereof.

8. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

9. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

10. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail, return receipt requested, as follows:

To Developer: Todd Schultz and Mike Herl  
West Gate Partners, LLC  
1509 N. Prospect Ave  
Milwaukee, WI 53202

To the Village: Village Clerk  
Village of Cambridge  
221 E Cambridge Road  
Cambridge, WI 53527

11. Recordation. The Village may record a copy of this Agreement, or a memorandum thereof, in the office of the Dane County Register of Deeds. Developer will pay the costs of any such recording.

12. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Dane County unless it is determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Dane County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Dane County lacks jurisdiction.

13. Ratification. Developer hereby approves and ratifies all actions taken to date by the Village, its officers, employees and agents in connection with the District, and in connection with the zoning and other approvals relating to the Property and the Project.

14. No Partnership. Under this Agreement, the Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with Developer.

15. Good Faith. All parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

16. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

17. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

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

19. Term. Except as provided in Section H, this Agreement shall continue in full force and effect until such time as the Village's and Developer's obligations under this Agreement have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement.

20. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed in favor of or against either party. It shall be construed simply and fairly to each party.

21. Authorization. Developer warrants that Developer's execution, delivery and performance of this Agreement have been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Property.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

**VILLAGE:**

VILLAGE OF CAMBRIDGE  
Dane County, Wisconsin

By \_\_\_\_\_  
Mark McNally, Village President

**ATTEST:**

\_\_\_\_\_  
Lisa Moen, Village Administrator

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above-named Mark McNally, Village President, and Lisa Moen, Village Administrator, of the Village of Cambridge, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village's authority.

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_

**DEVELOPER:**

By \_\_\_\_\_  
Todd Schultz, West Gate Partners, LLC

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the above  
named \_\_\_\_\_ to me known to be the person who executed the  
foregoing instrument and acknowledged the same.

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_

ATTACHMENTS

A. Property Description

B. Form PC 202

C. Municipal Revenue Obligation

**ATTACHMENT A  
LEGAL DESCRIPTION OF PROPERTY**

**[add]**



**ATTACHMENT B**  
**FORM PC 202**

**ATTACHMENT C**

**SAMPLE  
MUNICIPAL REVENUE OBLIGATION**

**VILLAGE OF CAMBRIDGE  
MUNICIPAL REVENUE OBLIGATION SERIES 22-01  
\$1,372,400**

THIS MUNICIPAL REVENUE OBLIGATION (the “Obligation”) is issued pursuant to Wis. Stat. § 66.0621 this \_\_\_\_\_ day of \_\_\_\_\_, 22\_\_ by the Village of Cambridge, Dane County, Wisconsin (the “Village”) to West Gate Partners, a Wisconsin limited liability company (“Developer”).

**WITNESSETH:**

I. The Village and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. 6 dated \_\_\_\_\_, \_\_\_\_ (the “Development Agreement”).

II. This Obligation is issued by the Village pursuant to the Development Agreement.

III. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

IV. *Promise to Pay.* The Village shall pay to Developer the total amount of \$1,372,400, solely from Excess Tax Increment under the terms and conditions provided in the Development Agreement.

V. *Limited Obligation of Village.* This Obligation shall not constitute a charge against the Village’s general credit or taxing power. The Village shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds except from the Excess Tax Increment, and then only to the extent and in the manner herein specified and in the Development Agreement.

VI. *Subject to Annual Appropriations.* Each payment under this Obligation shall be subject to annual appropriation by the Village in accordance with the requirements for revenue obligations and in a manner approved by the Village’s bond counsel and in accordance with the Development Agreement.

VII. *Prepayment Option.* To satisfy in full the Village's obligations under this Obligation, the Village shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

VIII. *Miscellaneous.* This Obligation is subject to the laws of the State of Wisconsin governing tax incremental financing and to the Development Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF CAMBRIDGE

By \_\_\_\_\_  
Mark McNally, Village President

ATTEST:

\_\_\_\_\_  
Lisa Moen, Village Administrator

## ATTACHMENT D