

Monday, February 25, 2019

Village Board
6:30 PM

McFarland Municipal Center
Community Room

AGENDA

1. CALL TO ORDER (6:30 PM).
2. ATTENDANCE/ROLL CALL.
3. CLOSED SESSION.
 - a. Discussion and action on entering into Closed Session in accordance with Wis. Stats. §19.85(1)(c) to consider employment, promotion, compensation, or other performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to consider the employment of the Public Works Director position.
 - b. Discussion and action to adjourn Closed Session into Open Session.
4. RECONVENE OPEN SESSION - BEGIN REGULAR MEETING (7:00 PM)
5. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) Village Candidate Forum - March 16th
 - 2) In-Office Absentee Voting Begins March 11th
 - b. Public Communications
6. CONSENT AGENDA.
 - a. Motion to approve the minutes of the February 11, 2019 Village Board meeting.
 - b. Motion to approve pre-paid checks #73805-73823 in the amount of \$2,696,370.09 and current checks #73824-73920 in the amount of \$109,405.51.
 - c. Motion to approve the alcohol beverage operator's licenses for Kurt Grote (Hope Rod & Gun Club), Meggan O'Brien (Green Lantern) and Stephen Burke (McFarland Tavern) for the period ending June 30, 2019.
 - d. Motion to approve a street use permit application from Libby Pavelec for the Michael J. Fox Foundation run/walk to be held on April 20, 2019.
 - e. Motion to introduce Resolution 2019-02 in order to discontinue the Edwards Park Promenade as public right of way and approval to set public hearing date as April 22, 2019.
7. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Members of the public who wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit.

8. BUSINESS.

- a. Discussion and action to reconsider the conditional approval of applications from Ryan Quam requesting Tax Increment Financing assistance in order to redevelop 4703 Terminal Drive as apartments (Phase 1) and offices (Phase 2).
- b. Plan Commission (President Czebotar & Trustee Kolk)
 - 1) Discussion and action regarding Resolution #2019-03: a resolution amending the McFarland Comprehensive Plan future land use map regarding 4703 Terminal Drive from industrial to mixed use flex commercial.
- c. Public Safety Committee (Trustees Adrian & Clow)
 - 1) Discussion and recommendation on Ordinance Amendment 2019-02: An Ordinance consolidating the process for issuing permits for events on public property and streets.
- d. Discussion and action to confirm the appointment of the Public Works Director.
- e. Discussion and action regarding a Parks Impact Fee Study to be conducted by the Village Auditor.
- f. Discussion and update on Village Board/Committee orientation program for new members.
- g. Discussion and action regarding an EMS Clinical and Field Internship Affiliation Agreement between the School of Human & Protective Services (MATC) and McFarland Fire and Rescue (Village).
- h. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

9. CLOSED SESSION.

- a. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss the possible acquisition of property in order to develop a community park.
- b. Discussion and action to reconvene into Open Session.
- c. Discussion and action to authorize the Village Administrator to negotiate for the purchase of lands for the development of a community park.

10. ADJOURNMENT.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related to Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the McFarland Municipal Center at (608) 838-3153 or cassandra.suettinger@mcfarland.wi.us



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Stephanie Miller, Comm & Technology Director

AGENDA ITEM: Village Candidate Forum - March 16th

PREVIOUS ACTION:

ISSUE SUMMARY:

The Village of McFarland will be hosting a candidate forum on March 16th in Community Room of the McFarland Center Community Room. This forum will be moderated by the League of Women Voters of Wisconsin.

Members of the community are invited to attend this forum to gain further insight about the candidates running for Village Board President and School Board. Audience members will also be given the opportunity to submit questions to the candidates.

Candidates running for Village Board President:

- Brad Czebotar (I)
- Carolyn Clow

Candidates running for School Board:

- Arlyn Halvorsen (I)
- Christine Pribbenow
- Craig Howery (I)

More information to follow closer to the event.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: In-Office Absentee Voting Begins March 11th

PREVIOUS ACTION:

ISSUE SUMMARY:

In office absentee voting begins in the clerk's office Monday March 11th. The Village will hold absentee voting from 8 a.m. to 4:30 p.m. each day for voters in the administration office. Photo ID shall be required to receive an absentee ballot. For a full list of acceptable photo IDs please visit: <https://bringit.wi.gov/>

Additionally, residents can request an absentee ballot be mailed to them by submitting a request via email to cassandra.suettinger@McFarland.wi.us or online through My Vote Wisconsin at: <https://myvote.wi.gov/en-us/>

All questions and inquiries regarding absentee voting or registering to vote can be directed to the administration office at 608-838-3153.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, February 11, 2019 - 7:00 PM

1. CALL TO ORDER.

Village President Czebotar called the regular meeting of the McFarland Village Board to order at 7:00pm in the Community Room of the McFarland Municipal Center.

2. ATTENDANCE/ROLL CALL.

Village Board members present: Village President Brad Czebotar, Village Trustee Jerry Adrian, Village Trustee Stephanie Brassington, Village Trustee Carolyn Clow, Village Trustee Dan Kolk, Village Trustee Mary Pat Lytle, Village Trustee Shaun O'Hearn

Village Board members not present: none

Staff Present: Administrator Matt Schuenke, Community Development Director Pauline Boness, and Fire/EMS Director Chris Dennis.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

b. Public Communications

4. CONSENT AGENDA.

a. Motion to approve the minutes of the January 28, 2019 Village Board meeting.

b. Motion to approve pre-paid checks #73704-73710 in the amount of \$85,079.76 and current checks #73711-73804 in the amount of \$487,830.73.

c. Motion to approve the alcohol beverage operator's license for Mai Vang (Loeder Oil) for the period ending June 30, 2019

d. Motion to approve appointing Nancy Vidlak to serve as Election Inspector for the term ending December 31, 2019.

e. Motion to approve the appointment of Jason Jasinski to the Communications & Technology Committee for a term ending April 30, 2019.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve the consent agenda as presented. Motion carries 7 - 0 - 0 by acclamation.

5. PUBLIC APPEARANCES.

- a. *This is an opportunity for members of the public to address the Village Board. Members of the public who wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit.*

Richard Kelly, 5114 Card Avenue, spoke on the issue of discontinuing public ownership of the Edwards Park promenade.

6. BUSINESS.

- a. *Community Development Authority (Trustee Brassington & O'Hearn)*

1) Discussion and action regarding applications from Ryan Quam requesting Tax Increment Financing assistance in order to redevelop 4703 Terminal Drive as apartments (Phase 1) and offices (Phase 2).

Village Administrator Schuenke provided an overview on the request for tax increment financing assistance in order to develop 4703 Terminal Drive for apartments (phase 1) and offices (phase 2).

Ryan Quam, presented an overview of phase 1 and phase 2 and his request for TIF financing on the project.

Andrew Bremer, senior planner with MSA Professional services, provided an overview of his financial analysis of the TIF request request along with recommendations to consider given the closing date of TID #3 and the payback arrangement.

Village Administrator Schuenke reported the Community Development authority reviewed the request and recommended approval of the application with several specific conditions. The Board expressed concerns with the vagueness of some of the conditions and requested the Village Attorney provide a final reivew.

Motion by Trustee Shaun O'Hearn, second by Trustee Stephanie Brassington, to approve the applications from Ryan Quam requesting Tax Increment Financing assistance in order to redevelop 4703 Terminal Drive as apartments (Phase 1) and offices (Phase 2), with the following conditions:

1. Amount not to exceed \$1,100,000 for phases 1 and 2.
2. Contribution will utilize cash and not borrowed money for funding.
3. Developer will cause to construct enclosed private improvements in order to guarantee the necessary value to generate increment to pay pack this contribution prior to the closer of TID #3.
4. Private financing will have to be confirmed prior to execution between the Village and Developer.
5. Anchor tenant participation within the Phase 2 Office Building will have to be confirmed prior to execution between the Village and Developer, subject to approval from the Village Attorney.
6. Proposed project will receive all necessary approvals from the Village Board, Plan Commission, Community Development Authority, other Village Committees, and all other external agencies as may be necessary to implement the project as proposed.

Motion carries 7 - 0 - 0 by acclamation.

b. Personnel Committee (President Czebotar & Trustee Kolk)

1) Discussion and presentation regarding the 2018 Employee Performance Evaluations.

President Czebotar provided an overview of the 2018 performance evaluation program and fund distribution. He highlighted the addition of the "above average" category seemed to help balance out the re performance evaluation appraisals.

2) Discussion and action regarding the position description, classification, and authorization to fill the vacancy for the Assistant to the Public Works Director position within the Public Works Department.

President Czebotar provided an overview of the evolution of the Assistant to the Public Works Director position that was presented before the Board for consideration.

Trustee Adrian expressed concern with providing approval and authorization to fill the vacancy with the Public Works Director position still being vacant. He felt the Board had approved the organization chart as a draft, to provide the new Public Works Director an opportunity to provide their input before it is finalized.

The Board discussed dissenting opinions on the intent of approving the Public Works organization chart as a draft and how to proceed with establishing and authorizing filling the vacancy of the Assistant to the Public Works Director position. The Board discussed that it had been established that this position is an unmet need that continues to be unmet. The Board agreed they could approve the position description and classification and delay the authorization to fill the vacancy until the Public Works Director position is filed.

Motion by President Brad Czebotar, second by Trustee Dan Kolk, to approve the position description, classification, and establishing the position to grade 15 for the Assistant to the Public Works Director position within the Public Works Department. Motion carries 6 - 0 - 1 by acclamation with Trustee Adrian voting nay.

3) Discussion and action in order to conduct a comparable market survey of wages for Village positions contained within the current wage grid.

Village President Czebotar provided an overview of the request to conduct a comparable market survey of wages for all Village positions. He reported this would not change the program, but provide analysis of the wage grid to ensure it is in line with the Village's established comparables. He reported the Personnel Committee recommended approval of conducting the survey based on the necessity and affordability of the update at only \$5,000.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve conducting a comparable market survey of wages for Village positions contained within the current wage grid with a cost not to exceed \$5,000. Motion carries 7 - 0 - 0 by acclamation.

c. Discussion and action regarding the Storm Drain Mural Application.

Village Administrator Schuenke provided an overview of the request to submit an application to the storm drain mural program for 2019. The program is lead by the Madison Area Stormwater Partnership as a way to educate the public on where storm water ends up. He highlighted there is no cost to the Village and it would be a nice project to market clean stormwater and provide education.

Motion by Village President Brad Czebotar, second by Village Trustee Shaun O'Hearn, to approve an application to be part of the storm drain mural program. Motion carries 7 - 0 - 0 by acclamation.

- d. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.
None.

7. CLOSED SESSION.

- a. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss the ongoing public ownership of the promenade located within the Edwards Park Subdivision.
- b. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding a filed lawsuit by the City of Madison against the Village of McFarland concerning lands previously annexed from the Town of Blooming Grove.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to enter into Closed Session:

a. Wis. Stats 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss the ongoing public ownership of the promenade located within the Edwards Park Subdivision.

b. Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding a filed lawsuit by the City of Madison against the Village of McFarland concerning lands previously annexed from the Town of Blooming Grove.

Motion calls on a roll call vote all voting aye.

- c. Discussion and action to reconvene into Open Session.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to enter back into Open Session at 9:33 p.m. Motion carries 7 - 0 - 0 by acclamation.

- d. Discussion and action regarding the ongoing public ownership of the promenade located within the Edwards Park Subdivision.

Motion by Village President Brad Czebotar, second by Village Trustee Jerry Adrian, to discontinue the ongoing public ownership of the promenade located within the Edwards Park Subdivision. Motion carries 7 - 0 - 0 by acclamation.

8. ADJOURNMENT.

Motion by Village Trustee Shaun O'Hearn, second by Village Trustee Mary Pat Lytle, to adjourn at 9:35 p.m.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,
Cassandra Suettinger
Clerk/Treasurer

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount	
02/19	02/19/2019	65550	16086	SAMUEL, BRADLEY & MICHELL	PROP TAX OVERPMT	123115	1	100-2364	34.38-	V
Total 65550:									34.38-	
02/19	02/19/2019	67759	1975	MADISON PUBLIC LIBRARY	LOST BOOK PAYMENT	DL-101716-A	1	205-55110-344-000	64.50-	V
Total 67759:									64.50-	
02/19	02/20/2019	67889	16032	MUELLER, STEVEN	PROP TAX OVERPMT	123115	1	100-2364	22.27-	V
Total 67889:									22.27-	
02/19	02/19/2019	68959	537	LAVIN, MELISSA	MILEAGE REIMB	ML-041017	1	100-52100-330-000	9.63-	V
Total 68959:									9.63-	
02/19	02/19/2019	69205	16576	ANDERSON, MARIE	PARK DEPOSIT REFUND	060417	1	100-1624	200.00-	V
Total 69205:									200.00-	
02/19	02/22/2019	73790	17051	UW HEALTH - EEC	UW HEALTH EEC	012519	1	100-52200-331-000	170.00-	V
Total 73790:									170.00-	
02/19	02/15/2019	73810	30	ALLIANT ENERGY/WP&L	MUNICIPAL CENTER	021119	1	100-51600-220-000	4,126.19	
02/19	02/15/2019	73810	30	ALLIANT ENERGY/WP&L	LIBRARY	021119	2	205-55110-220-000	2,582.00	
02/19	02/15/2019	73810	30	ALLIANT ENERGY/WP&L	WELL #4	021119	3	600-53716-220-000	1,551.25	
02/19	02/15/2019	73810	30	ALLIANT ENERGY/WP&L	LIFT #5	021119	4	600-53615-220-000	204.07	
02/19	02/15/2019	73810	30	ALLIANT ENERGY/WP&L	SOCCER BUILDING	021119	5	100-55200-220-000	123.42	
Total 73810:									8,586.93	
02/19	02/15/2019	73811	161	CHASE LUMBER AND FUEL INC	WALL REPAIR	373708	1	205-55110-242-000	38.34	
Total 73811:									38.34	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/15/2019	73812	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	02132019	1	100-51100-210-000	600.00
02/19	02/15/2019	73812	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	02132019	2	600-53610-321-000	60.00
02/19	02/15/2019	73812	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	02132019	3	600-53710-321-000	60.00
02/19	02/15/2019	73812	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	02132019	4	605-53440-321-000	240.00
02/19	02/15/2019	73812	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	02132019	5	610-53620-321-000	240.00
Total 73812:									1,200.00
02/19	02/15/2019	73813	1989	CORPORATE BUSINESS SYSTE	ADMIN COPIERS	24200681	1	100-51420-240-000	325.00
Total 73813:									325.00
02/19	02/15/2019	73814	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE	251183	1	205-55110-240-000	10.81
02/19	02/15/2019	73814	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE	251184	1	205-55110-240-000	125.83
Total 73814:									136.64
02/19	02/15/2019	73815	247	DANE CO TREASURER	FEB SETTLEMENT	021219	1	100-2431	501,745.01
Total 73815:									501,745.01
02/19	02/15/2019	73816	516	KWIK TRIP INC	PD FUEL	00176007-02	1	100-52100-341-000	932.00
Total 73816:									932.00
02/19	02/15/2019	73817	2237	MADISON COLLEGE	FEB TAX SETTLEMENT	021219	1	100-2470	153,853.47
Total 73817:									153,853.47
02/19	02/15/2019	73818	613	MCFARLAND SCHOOL DISTRIC	FEB TAX SETTLEMENT	021219	1	100-2460	2,026,316.15
Total 73818:									2,026,316.15
02/19	02/15/2019	73819	748	PURCHASE POWER	REFILL OF POSTAGE	021019	1	100-1622	2,000.00
02/19	02/15/2019	73819	748	PURCHASE POWER	REFILL CHARGE	021019	2	100-51420-311-000	20.99
Total 73819:									2,020.99
02/19	02/22/2019	73824	25	ALADTEC INC	DUES & SUBS	2019-0400	1	100-52200-320-000	494.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73824:									494.50
02/19	02/22/2019	73825	1397	ALL COMFORT SERVICES	MC PLUMBING REPAIR	589310	1	100-51600-242-000	392.40
Total 73825:									392.40
02/19	02/22/2019	73826	10	ARAMARK	MATS	1640731753	1	205-55110-242-000	53.19
02/19	02/22/2019	73826	10	ARAMARK	MATS	1640736460	1	205-55110-242-000	53.79
02/19	02/22/2019	73826	10	ARAMARK	MATS	1640741230	1	205-55110-242-000	53.79
Total 73826:									160.77
02/19	02/22/2019	73827	2077	ATLAS BUSINESS SOLUTIONS	SCHEDULE ANYWHERE SUBSCRIPTION	INV0001449	1	100-52100-210-000	1,008.00
Total 73827:									1,008.00
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034300574	1	205-55110-344-000	201.19
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034304755	1	205-55110-344-000	134.66
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034311043	1	205-55110-344-000	329.15
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034323948	1	205-55110-344-000	867.12
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034324080	1	205-55110-344-000	178.48
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034330292	1	205-55110-344-000	186.42
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034331778	1	205-55110-344-000	251.32
02/19	02/22/2019	73828	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	5015297381	1	205-55110-344-000	93.08
Total 73828:									2,241.42
02/19	02/22/2019	73829	76	BAKK, SANDY	ELECTION INSPECTOR	SB-110816	1	100-51440-120-000	44.97
Total 73829:									44.97
02/19	02/22/2019	73830	17073	BECK, DALE	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	3,505.62
Total 73830:									3,505.62
02/19	02/22/2019	73831	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83102863	1	100-52200-340-000	108.15
02/19	02/22/2019	73831	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83104161	1	100-52200-340-000	45.12
02/19	02/22/2019	73831	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83104162	1	100-52200-340-000	119.77

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/22/2019	73831	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83108989	1	100-52200-340-000	45.47
02/19	02/22/2019	73831	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83110295	1	100-52200-340-000	26.76
02/19	02/22/2019	73831	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83114217	1	100-52200-340-000	15.58
Total 73831:									360.85
02/19	02/22/2019	73832	114	BP	PD FUEL	5542636421	1	100-52100-341-000	520.28
02/19	02/22/2019	73832	114	BP	PW FUEL	5542636421	2	600-53615-341-000	255.75
02/19	02/22/2019	73832	114	BP	PW FUEL	5542636421	3	600-53710-341-000	511.50
02/19	02/22/2019	73832	114	BP	PW FUEL	5542636421	4	600-53616-341-000	511.50
02/19	02/22/2019	73832	114	BP	PW FUEL	5542636421	5	600-53718-341-000	255.75
02/19	02/22/2019	73832	114	BP	PW FUEL	5542636421	6	605-53440-341-000	767.25
02/19	02/22/2019	73832	114	BP	PW FUEL	5542636421	7	100-53000-341-000	2,813.25
02/19	02/22/2019	73832	114	BP	COMM DEV FUEL	5542636421	8	100-52400-341-000	35.64
Total 73832:									5,670.92
02/19	02/22/2019	73833	115	BRANDT, BRETT	PLOW MEALS	BB021419	1	100-53000-340-000	21.00
Total 73833:									21.00
02/19	02/22/2019	73834	2277	BRANDT, STEVE	PLOW MEALS	SB021419	1	100-53000-340-000	21.00
Total 73834:									21.00
02/19	02/22/2019	73835	16337	CARL F STATZ & SONS INC	MOWER & DISC	60632-2	1	400-57310-812-102	19,850.00
Total 73835:									19,850.00
02/19	02/22/2019	73836	1909	CATERPILLAR FINANCIAL SER	LOADER LEASE	19632549	1	400-57310-811-102	1,593.00
Total 73836:									1,593.00
02/19	02/22/2019	73837	16247	CITY TREASURER	MADISON STORMWATER CHGS	07100600-02	1	605-53440-530-000	19.73
Total 73837:									19.73
02/19	02/22/2019	73838	175	CIVIC SYSTEMS LLC	COA CONVERSION	CVC17716	1	100-51420-210-000	900.00
02/19	02/22/2019	73838	175	CIVIC SYSTEMS LLC	COA CONVERSION	CVC17716	2	600-53610-210-000	300.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/22/2019	73838	175	CIVIC SYSTEMS LLC	COA CONVERSION	CVC17716	3	600-53710-210-000	300.00
02/19	02/22/2019	73838	175	CIVIC SYSTEMS LLC	COA CONVERSION	CVC17716	4	605-53440-210-000	300.00
Total 73838:									1,800.00
02/19	02/22/2019	73839	16303	CLARK, KATHARINE	MILEAGE	KC021519	1	205-55110-330-000	103.24
02/19	02/22/2019	73839	16303	CLARK, KATHARINE	CRAFT CLUB SUPPLIES	KC021519	2	205-55110-391-000	49.26
Total 73839:									152.50
02/19	02/22/2019	73840	194	CONCENTRA	RANDOM DRUG / ALCOHOL TEST	102924166	1	100-53000-211-000	106.50
Total 73840:									106.50
02/19	02/22/2019	73841	196	CONNEY SAFETY PRODUCTS	PW SAFETY SUPPLIES	05663056	1	100-53000-340-000	73.53
Total 73841:									73.53
02/19	02/22/2019	73842	1989	CORPORATE BUSINESS SYSTE	COPIER	24247576	1	205-55110-240-000	259.84
Total 73842:									259.84
02/19	02/22/2019	73843	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	251339	1	605-53440-310-000	16.03
02/19	02/22/2019	73843	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	251339	2	600-53610-310-000	16.03
02/19	02/22/2019	73843	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	251339	3	600-53710-310-000	16.03
Total 73843:									48.09
02/19	02/22/2019	73844	225	DANE CO HIGHWAY	BRIDGE INSPECTIONS	27565	1	100-53000-230-000	1,736.00
Total 73844:									1,736.00
02/19	02/22/2019	73845	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - MCFARLAND	JAN2019	1	100-2435	1,424.00
02/19	02/22/2019	73845	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - CAMBRIDGE	JAN2019	2	100-2435	566.00
Total 73845:									1,990.00
02/19	02/22/2019	73846	12028	DANE CO PUBLIC HEALTH MAD	2018 PRIVATE SEPTIC MAINTENANCE	020519	1	100-2465	468.18

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73846:									468.18
02/19	02/22/2019	73847	252	DANE CO TREASURER	MAMSWP STORMWATER EDUCATION AGR	1912	1	605-53440-320-000	3,985.00
Total 73847:									3,985.00
02/19	02/22/2019	73848	16319	DANE CO TREASURER	DANECOM COSTS JUL-DEC 2018	34693	1	100-53000-221-000	1,036.67
02/19	02/22/2019	73848	16319	DANE CO TREASURER	DANECOM COSTS JUL-DEC 2018	34693	2	100-52100-221-000	1,036.67
02/19	02/22/2019	73848	16319	DANE CO TREASURER	DANECOM COSTS JUL-DEC 2018	34693	3	100-52200-221-000	1,036.66
Total 73848:									3,110.00
02/19	02/22/2019	73849	16658	DAVIES, LARRY	PARK RENTAL DEPOSIT REFUND	082617	1	100-1624	200.00
Total 73849:									200.00
02/19	02/22/2019	73850	267	DEMCO INC	LIBRARY SUPPLIES	6548591	1	205-55110-310-000	220.97
Total 73850:									220.97
02/19	02/22/2019	73851	274	DEPT OF ADMINISTRATION	JOB POSTING	505-0000035	1	100-51420-211-000	175.00
Total 73851:									175.00
02/19	02/22/2019	73852	16545	DEPT OF SAFETY AND PROFE	FIRE ALARM PLAN REVIEW	013119	1	100-44300-106	140.00
Total 73852:									140.00
02/19	02/22/2019	73853	1200	EZ OFFICE PRODUCTS	OFFICE SUPPLIES	439877-1	1	100-51420-310-000	20.98
Total 73853:									20.98
02/19	02/22/2019	73854	17079	FGS THE RESTORATION COMP	FACILITY MAINTENANCE	2422	1	100-51600-242-000	2,565.34
Total 73854:									2,565.34
02/19	02/22/2019	73855	1387	FLEURY, DAWN	MILEAGE REIMBURSEMENT	DF020619	1	100-54600-141-000	31.90

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73855:									31.90
02/19	02/22/2019	73856	17070	GLEBS, ALEXANDER & MIRAND	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	203.66
Total 73856:									203.66
02/19	02/22/2019	73857	408	GRAINGER INC	HOSE COLD PVC	9084940874	1	100-52200-240-000	47.62
Total 73857:									47.62
02/19	02/22/2019	73858	16579	GRIFFITH, JOHN	MILEAGE	JG021419	1	100-52400-330-000	8.70
Total 73858:									8.70
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	TID 5 MAILER	64993	1	315-56700-210-000	82.00
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OFFICE SUPPLIES	65014	1	100-52200-310-000	75.00
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK POSTAGE	65061	1	100-51100-210-000	523.44
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK POSTAGE	65061	2	600-53610-311-000	52.35
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK POSTAGE	65061	3	600-53710-311-000	52.35
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK POSTAGE	65061	4	605-53440-311-000	209.38
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK POSTAGE	65061	5	610-53620-321-000	209.38
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK PRINTING	65061	6	100-51100-210-000	1,192.90
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK PRINTING	65061	7	600-53610-321-000	119.29
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK PRINTING	65061	8	600-53710-321-000	119.29
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK PRINTING	65061	9	605-53440-321-000	477.16
02/19	02/22/2019	73859	1694	HEARTLAND LITHO	OUTLOOK PRINTING	65061	10	610-53620-321-000	477.16
Total 73859:									3,589.70
02/19	02/22/2019	73860	17072	HEITZMAN, JOHN & MELISSA	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	203.66
Total 73860:									203.66
02/19	02/22/2019	73861	442	HOMETOWN NEWS LIMITED PA	JOB POSTING	2960-013119	1	100-52100-310-000	266.88
02/19	02/22/2019	73861	442	HOMETOWN NEWS LIMITED PA	NEWSPAPER SUBSCRIPTION	3011205-201	1	100-51100-320-000	39.00
02/19	02/22/2019	73861	442	HOMETOWN NEWS LIMITED PA	JOB POSTING	4184-013119	1	100-51420-211-000	173.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73861:									479.38
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1198929	1	605-53440-241-000	1.73
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1198929	2	600-53616-241-000	1.73
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1198929	3	600-53718-241-000	1.73
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1198929	4	100-53000-241-000	6.33
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199208	1	100-53000-241-000	12.48
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199208	2	600-53718-241-000	3.40
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199208	3	600-53616-241-000	3.40
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199208	4	605-53440-241-000	3.40
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199447	1	605-53440-241-000	1.42
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199447	2	600-53616-241-000	1.42
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199447	3	600-53718-241-000	1.43
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199447	4	100-53000-241-000	5.23
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199448	1	605-53440-241-000	1.42
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199448	2	600-53616-241-000	1.42
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199448	3	600-53718-241-000	1.43
02/19	02/22/2019	73862	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1199448	4	100-53000-241-000	5.23
Total 73862:									53.20
02/19	02/22/2019	73863	453	IACP	MEMBERSHIP DUES - SHERVEN	0042203	1	100-52100-320-000	190.00
Total 73863:									190.00
02/19	02/22/2019	73864	476	JEFFERSON FIRE & SAFETY IN	SENSIT CALIBRATION	IN102753	1	100-52200-240-000	278.55
02/19	02/22/2019	73864	476	JEFFERSON FIRE & SAFETY IN	BUNKER BOOT	IN102848	1	100-52200-343-000	299.00
Total 73864:									577.55
02/19	02/22/2019	73865	17078	JONES & BARTLETT LEARNING	TRAINING	4020492	1	100-52200-331-000	1,204.80
Total 73865:									1,204.80
02/19	02/22/2019	73866	2248	KELLN, JACK	PLOW MEALS	JK021519	1	100-53000-340-000	21.00
Total 73866:									21.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/22/2019	73867	505	KLEMENTZ, MICHAEL	TRAINING - LODGING/AIR FARE	MK012919	1	800-52100-331-000	569.30
02/19	02/22/2019	73867	505	KLEMENTZ, MICHAEL	TRAINING - LODGING/AIR FARE	MK012919	2	100-52100-331-000	250.00
02/19	02/22/2019	73867	505	KLEMENTZ, MICHAEL	UNIFORM ALLOW	MK020319	1	100-52100-142-000	337.53
Total 73867:									1,156.83
02/19	02/22/2019	73868	2272	LABSOURCE, INC	GLOVES	006480682	1	100-52200-340-000	160.36
Total 73868:									160.36
02/19	02/22/2019	73869	531	LARK UNIFORM OUTFITTERS	UNIFORM ALLOWANCE - B GRADY	282843	1	100-52100-142-000	55.95
02/19	02/22/2019	73869	531	LARK UNIFORM OUTFITTERS	JOB-UNIFORM ALLOWANCE	282916	1	100-52100-142-000	24.95
02/19	02/22/2019	73869	531	LARK UNIFORM OUTFITTERS	BRYANT-UNIFORM ALLOWANCE	282919	1	100-52100-142-000	134.90
Total 73869:									215.80
02/19	02/22/2019	73870	537	LAVIN, MELISSA	MILEAGE REIMB	ML-041017	1	100-52100-330-000	9.63
Total 73870:									9.63
02/19	02/22/2019	73871	765	LEGAL SHIELD	LEGAL SHIELD	0108629-FE	1	100-2156	240.25
Total 73871:									240.25
02/19	02/22/2019	73872	16576	LORENZ, MARIE	PARK DEPOSIT REFUND	060417	1	100-1624	200.00
Total 73872:									200.00
02/19	02/22/2019	73873	563	LW ALLEN LLC	LIFT STATION #1 REPAIRS	107438	1	600-53616-242-000	338.75
Total 73873:									338.75
02/19	02/22/2019	73874	16782	MADISON EMERGENCY PHYSI	MEDICAL DIRECTION	MCFARLAN	1	100-52200-211-000	700.00
Total 73874:									700.00
02/19	02/22/2019	73875	1975	MADISON PUBLIC LIBRARY	LOST BOOK PAYMENT	DL-101716-A	1	205-55110-344-000	64.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73875:									64.50
02/19	02/22/2019	73876	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	2-86931	1	100-53000-241-000	11.22
02/19	02/22/2019	73876	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	2-87000	1	100-53000-241-000	74.96
Total 73876:									86.18
02/19	02/22/2019	73877	17068	MANTHE, STEVEN & DOROTHY	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	203.66
Total 73877:									203.66
02/19	02/22/2019	73878	17071	MASE, DAVID & AMBER	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	203.66
Total 73878:									203.66
02/19	02/22/2019	73879	640	MGE	STREET LIGHT	11299443-01	1	100-53000-291-000	733.72
Total 73879:									733.72
02/19	02/22/2019	73880	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	755366	1	205-55110-345-000	109.99
02/19	02/22/2019	73880	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	755737	1	205-55110-345-000	74.99
02/19	02/22/2019	73880	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	758229	1	205-55110-345-000	164.99
Total 73880:									349.97
02/19	02/22/2019	73881	2089	MIDWEST METER INC	METER SUPPLIES	0108503-IN	1	600-1824	2,323.25
Total 73881:									2,323.25
02/19	02/22/2019	73882	16509	MIDWEST TAPE	ADULT DVDS	96913774	1	205-55110-345-000	50.99
Total 73882:									50.99
02/19	02/22/2019	73883	1941	MIDWEST TRAILER SALES	SQUAD PARTS/MAINTENANCE	1096670-00	1	100-52100-241-000	13.80
02/19	02/22/2019	73883	1941	MIDWEST TRAILER SALES	WINDSHIELD FLUID	1096800-00	1	100-52100-241-000	19.98
02/19	02/22/2019	73883	1941	MIDWEST TRAILER SALES	FUEL	1096801-00	1	100-52200-341-000	17.90

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73883:									51.68
02/19	02/22/2019	73884	682	MORRIS, DELORIS	ELECTION WORKER	021616	1	100-51440-120-000	54.74
Total 73884:									54.74
02/19	02/22/2019	73885	2185	MSA PROFESSIONAL SERVICE	UTILITY UNDERGROUND EASEMENTS	R009361007.	1	400-57310-825-101	4,223.50
Total 73885:									4,223.50
02/19	02/22/2019	73886	16032	MUELLER, STEVEN	PROP TAX OVERPMT	123115	1	100-2364	22.27
Total 73886:									22.27
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	VEHICLE PARTS	642974	1	605-53440-241-000	1.24
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	VEHICLE PARTS	642974	2	600-53616-241-000	.33
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	VEHICLE PARTS	642974	3	600-53718-241-000	.33
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	VEHICLE PARTS	642974	4	100-53000-241-000	.33
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	M5 MAINTENANCE	646700	1	100-52100-241-000	295.48
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	M5 MAINTENANCE	647170	1	100-52100-241-000	190.82
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	R84 FILTERS	648186	1	100-52200-241-000	7.89
02/19	02/22/2019	73887	1896	NAPA AUTO PARTS	MILTON INFLATOR GAUGE	648726	1	100-52200-241-000	79.99
Total 73887:									576.41
02/19	02/22/2019	73888	17069	PETERSON, ANDY & LORI LEY	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	4,943.28
Total 73888:									4,943.28
02/19	02/22/2019	73889	756	POMP'S TIRE SERVICE INC	M3 VEHICLE MAINTENANCE	80181715	1	100-52100-241-000	85.96
02/19	02/22/2019	73889	756	POMP'S TIRE SERVICE INC	M7 MAINTENANCE	80181727	1	100-52100-241-000	85.96
Total 73889:									171.92
02/19	02/22/2019	73890	797	REINDERS INC	MC SIDEWALK ICE MELT	2267683-00	1	100-51600-340-000	401.31
Total 73890:									401.31

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/22/2019	73891	800	RELIANT FIRE APPARATUS INC	E1 PARTS	119-20832	1	100-52200-241-000	108.38
Total 73891:									108.38
02/19	02/22/2019	73892	16829	REUTER, WHITISH & EVANS, S.	GENERAL LEGAL	63616	1	100-51300-210-101	6,070.51
02/19	02/22/2019	73892	16829	REUTER, WHITISH & EVANS, S.	PRAIRIE PLACE ESCROW	63624	1	100-2640	51.00
02/19	02/22/2019	73892	16829	REUTER, WHITISH & EVANS, S.	PROSECUTIONS	63631	1	100-51300-210-102	1,511.82
02/19	02/22/2019	73892	16829	REUTER, WHITISH & EVANS, S.	PARK VIEW ESTATES ESCROW	63632	1	100-2640	340.50
Total 73892:									7,973.83
02/19	02/22/2019	73893	17074	S.A. LIVING, LLC	CLOSE OUT ESCROW ACCOUNT - PROJECT	020619	1	100-2640	2,612.88
Total 73893:									2,612.88
02/19	02/22/2019	73894	16086	SAMUEL, BRADLEY & MICHELL	PROP TAX OVERPMT	123115	1	100-2364	34.38
Total 73894:									34.38
02/19	02/22/2019	73895	836	SCHILLING SUPPLY COMPANY	OPERATING SUPPLIES	701609-00	1	205-55110-340-000	390.01
Total 73895:									390.01
02/19	02/22/2019	73896	16884	SCHULTE, MIKE	PLOW MEALS	MS021419	1	100-53000-340-000	56.01
Total 73896:									56.01
02/19	02/22/2019	73897	844	SCHWAAB INC	DATER STAMP PADS	C020922	1	100-52400-310-000	26.25
Total 73897:									26.25
02/19	02/22/2019	73898	17076	SHARPEE TRUCKING, LLC	HAULING SALT BRINE	22963	1	100-53000-370-000	315.00
02/19	02/22/2019	73898	17076	SHARPEE TRUCKING, LLC	HAULING SALT BRINE	22964	1	100-53000-370-000	315.00
Total 73898:									630.00
02/19	02/22/2019	73899	1234	SHERVEN, CRAIG	MEAL REIMBURS	CS-020917	1	100-52100-330-000	14.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 73899:									14.00
02/19	02/22/2019	73900	16774	SMITH, TRAVIS & JERALD BUR	PROPERTY TAX OVERPAYMENT	022519	1	100-2364	122.03
Total 73900:									122.03
02/19	02/22/2019	73901	879	SOUTH CENTRAL LIBRARY SY	LIBRARY SUPPLIES	19-030	1	205-55110-310-000	92.95
02/19	02/22/2019	73901	879	SOUTH CENTRAL LIBRARY SY	DIGITAL MAGAZINES	19-066	1	205-55110-342-000	246.29
02/19	02/22/2019	73901	879	SOUTH CENTRAL LIBRARY SY	OVERDRIVE ADVANTAGE	19-149	1	205-55110-342-000	311.00
02/19	02/22/2019	73901	879	SOUTH CENTRAL LIBRARY SY	INTERNET COMPUTER MANAGEMENT	19-187	1	205-55110-342-000	180.00
Total 73901:									830.24
02/19	02/22/2019	73902	16861	SOUTHERN COMPUTER WARE	WORKSTATION REPLACEMENT - ADMINIST	IN-00055752	1	100-51420-810-000	61.96
02/19	02/22/2019	73902	16861	SOUTHERN COMPUTER WARE	WORKSTATION REPLACEMENT - ADMINIST	IN-00055752	2	400-57120-813-101	61.98
02/19	02/22/2019	73902	16861	SOUTHERN COMPUTER WARE	WORKSTATION REPLACEMENT - ADMINIST	IN-00055752	3	600-53610-310-000	61.96
02/19	02/22/2019	73902	16861	SOUTHERN COMPUTER WARE	WORKSTATION REPLACEMENT - ADMINIST	IN-00055752	4	600-53710-310-000	61.96
02/19	02/22/2019	73902	16861	SOUTHERN COMPUTER WARE	WORKSTATION REPLACEMENT - ADMINIST	IN-00055752	5	605-53440-310-000	61.96
Total 73902:									309.82
02/19	02/22/2019	73903	1165	SPRANG, SARA	MILEAGE	SS012819	1	100-54600-141-000	82.36
Total 73903:									82.36
02/19	02/22/2019	73904	2111	STOUGHTON POLICE DEPART	JAN INSERVICE MEALS	013119	1	100-52100-331-000	284.00
Total 73904:									284.00
02/19	02/22/2019	73905	1462	TASC	FSA ADMIN FEE	IN1460073	1	100-51530-514-000	172.96
Total 73905:									172.96
02/19	02/22/2019	73906	16640	TOP PACK DEFENSE LLC	MILLER - UNIFORM ALLOW	1804	1	100-52100-142-000	89.99
Total 73906:									89.99
02/19	02/22/2019	73907	958	TOWN & COUNTRY ENGINEER	2018 CTH MN IMPROVEMENTS -MC120	19834	1	400-57310-821-000	236.25

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/22/2019	73907	958	TOWN & COUNTRY ENGINEER	2018 STREET & WATERMAIN IMP - MC129	19835	1	400-57310-820-102	545.00
02/19	02/22/2019	73907	958	TOWN & COUNTRY ENGINEER	2019 LOWER YAHARA TRAIL EXTENSION	19836	1	400-57620-827-116	1,021.20
02/19	02/22/2019	73907	958	TOWN & COUNTRY ENGINEER	RISEN SAVIOR ESCROW	19837	1	100-2640	326.25
02/19	02/22/2019	73907	958	TOWN & COUNTRY ENGINEER	2019 STREET & WATERMAIN IMPROVEMEN	19838	1	400-57310-821-000	10,630.25
Total 73907:									12,758.95
02/19	02/22/2019	73908	1704	UNIQUE MANAGEMENT SERVI	COLLECTION SERVICE	494770	1	205-55110-210-000	26.85
Total 73908:									26.85
02/19	02/22/2019	73909	17051	UW HEALTH - EEC	BLS RENEWAL COURSE	021119	1	100-52200-331-000	30.00
Total 73909:									30.00
02/19	02/22/2019	73910	17077	UW-GREEN BAY	WGFOA MEMBERSHIP	021919	1	100-51420-331-000	25.00
Total 73910:									25.00
02/19	02/22/2019	73911	1005	VANNGUARD UTILITY PARTNE	STREETLIGHT LOCATES	7400	1	100-53000-291-000	99.00
Total 73911:									99.00
02/19	02/22/2019	73912	1011	VERIZON WIRELESS	FIRE/EMS DATA	9824016068	1	100-52200-221-000	239.72
Total 73912:									239.72
02/19	02/22/2019	73913	1709	VON BRIESEN & ROPER S.C.	LABOR & PERSONNEL	11689	1	100-51300-210-103	1,017.50
Total 73913:									1,017.50
02/19	02/22/2019	73914	16267	WARREN, BRAD	PLOWING MEALS	BW021419	1	100-53000-340-000	43.00
Total 73914:									43.00
02/19	02/22/2019	73915	16236	WEBER, MARK	PLOW MEALS	MW021419	1	100-53000-340-000	28.00
Total 73915:									28.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
02/19	02/22/2019	73916	1985	WI PUBLIC FINANCE PROFESSI	STFL FINANCIAL ADVISOR EXPENSE	012919	1	315-58000-690-000	3,500.00
Total 73916:									3,500.00
02/19	02/22/2019	73917	16161	WILSON, SCOTT & NICOLE	PROP TAX OVERPMT	123115	1	100-2364	108.03
Total 73917:									108.03
02/19	02/22/2019	73918	16515	WMJA	ASSOCIATION DUES	020719	1	100-51200-320-000	100.00
Total 73918:									100.00
02/19	02/22/2019	73919	1910	ZURBUCHEN OIL INC	BULK DIESEL FUEL	232651	1	100-53000-341-000	515.06-
02/19	02/22/2019	73919	1910	ZURBUCHEN OIL INC	BULK DIESEL FUEL	232652	1	100-53000-341-000	905.60
02/19	02/22/2019	73919	1910	ZURBUCHEN OIL INC	BULK DIESEL FUEL	232808	1	100-53000-341-000	403.20
02/19	02/22/2019	73919	1910	ZURBUCHEN OIL INC	PW OIL	232838	1	100-53000-240-000	6.67-
02/19	02/22/2019	73919	1910	ZURBUCHEN OIL INC	PD OIL	232838	2	100-52100-341-000	6.67-
02/19	02/22/2019	73919	1910	ZURBUCHEN OIL INC	FIRE OIL	232838	3	100-52200-341-000	6.66-
Total 73919:									773.74
Grand Totals:									2,803,670.62

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-1622	2,000.00	.00	2,000.00
100-1624	400.00	200.00-	200.00
100-2120	971.34	2,740,688.98-	2,739,717.64-
100-2156	240.25	.00	240.25
100-2364	9,550.25	56.65-	9,493.60
100-2431	501,745.01	.00	501,745.01
100-2435	1,990.00	.00	1,990.00
100-2460	2,026,316.15	.00	2,026,316.15
100-2465	468.18	.00	468.18
100-2470	153,853.47	.00	153,853.47

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-2640	3,330.63	.00	3,330.63
100-44300-106	140.00	.00	140.00
100-51100-210-000	2,316.34	.00	2,316.34
100-51100-320-000	39.00	.00	39.00
100-51200-320-000	100.00	.00	100.00
100-51300-210-101	6,070.51	.00	6,070.51
100-51300-210-102	1,511.82	.00	1,511.82
100-51300-210-103	1,017.50	.00	1,017.50
100-51420-210-000	900.00	.00	900.00
100-51420-211-000	348.50	.00	348.50
100-51420-240-000	325.00	.00	325.00
100-51420-310-000	20.98	.00	20.98
100-51420-311-000	20.99	.00	20.99
100-51420-331-000	25.00	.00	25.00
100-51420-810-000	61.96	.00	61.96
100-51440-120-000	99.71	.00	99.71
100-51530-514-000	172.96	.00	172.96
100-51600-220-000	4,126.19	.00	4,126.19
100-51600-242-000	2,957.74	.00	2,957.74
100-51600-340-000	401.31	.00	401.31
100-52100-142-000	643.32	.00	643.32
100-52100-210-000	1,008.00	.00	1,008.00
100-52100-221-000	1,036.67	.00	1,036.67
100-52100-241-000	692.00	.00	692.00
100-52100-310-000	266.88	.00	266.88
100-52100-320-000	190.00	.00	190.00
100-52100-330-000	23.63	9.63-	14.00
100-52100-331-000	534.00	.00	534.00
100-52100-341-000	1,452.28	6.67-	1,445.61
100-52200-211-000	700.00	.00	700.00
100-52200-221-000	1,276.38	.00	1,276.38
100-52200-240-000	326.17	.00	326.17
100-52200-241-000	196.26	.00	196.26
100-52200-310-000	75.00	.00	75.00
100-52200-320-000	494.50	.00	494.50
100-52200-331-000	1,234.80	170.00-	1,064.80
100-52200-340-000	521.21	.00	521.21
100-52200-341-000	17.90	6.66-	11.24
100-52200-343-000	299.00	.00	299.00
100-52400-310-000	26.25	.00	26.25

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-52400-330-000	8.70	.00	8.70
100-52400-341-000	35.64	.00	35.64
100-53000-211-000	106.50	.00	106.50
100-53000-221-000	1,036.67	.00	1,036.67
100-53000-230-000	1,736.00	.00	1,736.00
100-53000-240-000	.00	6.67-	6.67-
100-53000-241-000	115.78	.00	115.78
100-53000-291-000	832.72	.00	832.72
100-53000-340-000	263.54	.00	263.54
100-53000-341-000	4,122.05	515.06-	3,606.99
100-53000-370-000	630.00	.00	630.00
100-54600-141-000	114.26	.00	114.26
100-55200-220-000	123.42	.00	123.42
205-2120	64.50	7,505.04-	7,440.54-
205-55110-210-000	26.85	.00	26.85
205-55110-220-000	2,582.00	.00	2,582.00
205-55110-240-000	396.48	.00	396.48
205-55110-242-000	199.11	.00	199.11
205-55110-310-000	313.92	.00	313.92
205-55110-330-000	103.24	.00	103.24
205-55110-340-000	390.01	.00	390.01
205-55110-342-000	737.29	.00	737.29
205-55110-344-000	2,305.92	64.50-	2,241.42
205-55110-345-000	400.96	.00	400.96
205-55110-391-000	49.26	.00	49.26
315-2120	.00	3,582.00-	3,582.00-
315-56700-210-000	82.00	.00	82.00
315-58000-690-000	3,500.00	.00	3,500.00
400-2120	.00	38,161.18-	38,161.18-
400-57120-813-101	61.98	.00	61.98
400-57310-811-102	1,593.00	.00	1,593.00
400-57310-812-102	19,850.00	.00	19,850.00
400-57310-820-102	545.00	.00	545.00
400-57310-821-000	10,866.50	.00	10,866.50
400-57310-825-101	4,223.50	.00	4,223.50
400-57620-827-116	1,021.20	.00	1,021.20
600-1824	2,323.25	.00	2,323.25
600-2120	.00	7,187.70-	7,187.70-
600-53610-210-000	300.00	.00	300.00
600-53610-310-000	77.99	.00	77.99

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-53610-311-000	52.35	.00	52.35
600-53610-321-000	179.29	.00	179.29
600-53615-220-000	204.07	.00	204.07
600-53615-341-000	255.75	.00	255.75
600-53616-241-000	8.30	.00	8.30
600-53616-242-000	338.75	.00	338.75
600-53616-341-000	511.50	.00	511.50
600-53710-210-000	300.00	.00	300.00
600-53710-310-000	77.99	.00	77.99
600-53710-311-000	52.35	.00	52.35
600-53710-321-000	179.29	.00	179.29
600-53710-341-000	511.50	.00	511.50
600-53716-220-000	1,551.25	.00	1,551.25
600-53718-241-000	8.32	.00	8.32
600-53718-341-000	255.75	.00	255.75
605-2120	.00	6,085.72-	6,085.72-
605-53440-210-000	300.00	.00	300.00
605-53440-241-000	9.21	.00	9.21
605-53440-310-000	77.99	.00	77.99
605-53440-311-000	209.38	.00	209.38
605-53440-320-000	3,985.00	.00	3,985.00
605-53440-321-000	717.16	.00	717.16
605-53440-341-000	767.25	.00	767.25
605-53440-530-000	19.73	.00	19.73
610-2120	.00	926.54-	926.54-
610-53620-321-000	926.54	.00	926.54
800-2120	.00	569.30-	569.30-
800-52100-331-000	569.30	.00	569.30
Grand Totals:	<u>2,805,742.30</u>	<u>2,805,742.30-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
02/08/2019	PC	02/14/2019	73805	MILLER, TIMOTHY	685	10.59
02/08/2019	PC	02/14/2019	73806	REILLY, AARON	686	43.49
02/08/2019	PC	02/14/2019	73807	ANDERST, DANIELLE	687	13.44
02/08/2019	PC	02/14/2019	73808	STRASSBURG, SCOTT	1031	150.06
02/08/2019	PC	02/14/2019	73809	MARCHANT, KATHARINA	1046	28.45
02/16/2019	PC	02/22/2019	73820	TRAISMAN-WADDELL, JE	206	215.29
02/16/2019	CDPT	02/22/2019	73821	WI AFSCME COUNCIL 32	7	42.55
02/16/2019	CDPT	02/22/2019	73822	WI SCTF	5	207.69
02/16/2019	CDPT	02/22/2019	73823	WPPA TREASURER	6	504.00
02/16/2019	PC	02/22/2019	73920	BRANDT, RENEE P.	493	558.64

PAYROLL RELATED

\$1,774.20



PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Craig Sherven, Chief

AGENDA ITEM: Motion to approve a street use permit application from Libby Pavelec for the Michael J. Fox Foundation run/walk to be held on April 20, 2019.

PREVIOUS ACTION:

ISSUE SUMMARY:

The Village received a request on January 23, 2019 to hold a new run/walk in the Village. Libby Pavelec has requested a street use permit to hold the Michael J Fox foundation walk/run event on April 20, 2019. The event will begin and end at Lewis Park. Because this is a new event, it is provided to Public Safety to make a recommendation to Village Board. Attached is the letter of recommendation from Chief Sherven along with the map and event detail.

FINANCIAL/BUDGET IMPACT:

N/A

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends approval of the street use permit with the conditions in the letter from Chief Sherven dated February 7, 2019.

The Public Safety Committee unanimously recommended approval of the street use application for the Michael J Fox Run Walkto be held on April 20, 2019.

ATTACHMENTS:

1. Approval Letter (003)
2. MJF - Run-Walk



Village of McFarland Police Department

5915 Milwaukee St. • P.O. Box 110 • McFarland, WI 53558 • 608/838-3151 • Fax 608/838-7954

Craig J. Sherven • Chief of Police

DATE: February 7, 2019

TO: McFarland Village Board / Public Safety Committee

FROM: Craig J. Sherven, Chief of Police

REFERENCE: Recommendation of Approval, Michael J. Fox Walk/Run

I have reviewed the Street Use Permit application submitted for the Michael J. Fox Foundation Walk/Run Event to be held on April 20th, 2019 from 10:00 am to 12:00 pm, beginning and ending at Lewis Park. The organizers expect between 50-100 participants.

I recommend that the following conditions apply:

- Event volunteers to wear identifiable outerwear preferably high visible colored safety vests or shirts.
- Volunteers will be staffed at the main intersections to minimally include; Exchange/Highland, High School crosswalk on Farwell, Taylor/Farwell, Main/Farwell, Elvehjem/Creamery crosswalk.
- Volunteers will be located throughout the route to monitor for injuries. Will notify 911 if an emergency should occur.

Sgt. Maurer has discussed these stipulations with organizer, Libby Pavelec.

Respectfully,

Craig J. Sherven

Craig J. Sherven
Chief of Police

Feb. 13 - Public
March - Safety
April - Village board
Feb. 25
Feb.



STREET USE PERMIT APPLICATION

Fee: None

Name of Applicant or Organization: Libby Pavelec	
Address: 5960 Oak Hollow dr, McFarland, WI, 53558	
Name of Person in Charge: Libby Pavelec	
Address: 5960 Oak Hollow dr	Phone: 608-345-7198
Date of Function: April 20 2019	Time: 10am - 12pm
Description of the portion of street to be used: Sidewalks and paths will be used (See attached route map)	
Number of people expected: 50-100	Purpose of function: 5k run/walk for fundraiser for Micheal J Fox Foundation
When will the area be cleaned following the function: Immediately following event. Minimal clean up required.	

Libby Pavelec hereby agrees to hold harmless the Village of
(Applicant Name)
McFarland for any and all claims connected with or arising out of the usage of the street
specified under this Street Use Permit.

Libby Pavelec Applicant Signature 1/23/19 Date

Approved by Police Chief [Signature] 02-01-19

Approved by Fire Chief [Signature] 1/24/19

Approved by D.P.W. [Signature] 1-25-19

libby.pavelec@gmail.com

5915 Milwaukee St. • P.O. Box 110 • McFarland, WI 53558-0110 • FAX: (608) 838-3619 • www.mcfarland.wi.us

Administration 838-3153	Community Development 838-3154	EMS 838-3152	Fire 838-3278	Outreach 838-7117	Police 838-3151
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This map shows a trail route in McFarland, Wisconsin. The route is marked with a blue line and numbered circles 1, 2, and 3. The trail begins at the intersection of US 51 and Main Street, proceeds south on Main Street, then turns west onto Broadhead Street. It continues through the town, passing by Indian Mound Conservation Park and Legion Memorial Park, before reaching Lower Mud Lake. The trail also passes by McFarland High School (HS) and several residential streets. The map includes labels for various roads, parks, and landmarks, as well as a scale bar and a north arrow.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Motion to introduce Resolution 2019-02 in order to discontinue the Edwards Park Promenade as public right of way and approval to set public hearing date as April 22, 2019.

PREVIOUS ACTION:

At its meeting on February 11th, the Village Board took action to discontinue public ownership of the promenade within the Edwards Park Subdivision.

ISSUE SUMMARY:

Included within your packet is a resolution simply mean for introduction. Additionally, it is requested the Public Hearing for this matter be scheduled. No further action is needed beyond those two items.

At our last meeting, the Village Board provided direction that it wishes to discontinue the promenade within the Edwards Park Subdivision as a public highway or as public right of way. The promenade is an area between the lake and several homes that was originally privately held until deeded to the Village by the former Developer about 10 years ago. Continuing its ownership complicates lake access for many property adjoining it who have had that ability for many decades.

The Public Hearing will be scheduled for April 22nd which allows enough time for notice and service requirements. The resolution will be considered following public hearing, and if approved will be filed as appropriate.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



No action is needed on the introduction, and action should be taken to set the public hearing as April 22nd.

ATTACHMENTS:

1. Resolution 2019-04

RESOLUTION #2019-04
RESOLUTION TO DISCONTINUE AS A PUBLIC WAY A PORTION OF
LOT 24 OF THE PLAT OF EDWARD'S PARK AND LOT 24 OF
THE PLAT OF BLOCKS 5 AND 6 OF EDWARD'S PARK

WHEREAS, the Plat of Edward's Park and the Plat of Blocks 5 and 6 of Edward's Park contain lots designated as private roads, including Lot 24, also designated as the Waubesa Promenade; and,

WHEREAS, the Village of McFarland was deeded the private roads in Edward's Park in 2008, including Lot 24, for the purpose of maintaining the roads as public streets; and,

WHEREAS, Lot 24 was never improved as a public way or promenade since the Plat was recorded in 1899; and

WHEREAS, Lot 24 provides no ingress or egress to any of the adjoining lots, and discontinuance of Lot 24 as a public way will not result in any parcel being landlocked; and,

WHEREAS, the Village Board has determined that it is in the public interest that those sections of Lot 24 that are not extensions of Village streets be discontinued as public ways, pursuant to §66.1003, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of McFarland, that those sections of Lot 24 of the Edward's Park Plat and the Plat of Blocks 5 and 6 of Edward's Park, as described and depicted on Exhibit A to this Resolution, be discontinued as a public way, pursuant to §66.1003, Wis. Stats.

A certified copy of this Resolution and Exhibit shall be recorded with the Dane County Register of Deeds.

The above and foregoing Resolution was duly adopted at a regular meeting of the McFarland Village Board on the ____ day of _____, 2019.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-
Treasurer

RESOLUTION #2019-04	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Kolk
Brassington	Lytle
Clow	O'Hearn
Czebotar	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

EXHIBIT A

The following described premises are situated in the County of Dane, State of Wisconsin, in the Plat of Edward's Park, recorded as Document No. 227697, and the Plat of Blocks 5 and 6 of Edward's Park, recorded as Document No. 253782, formerly in the Town of Blooming Grove, now in the Village of McFarland.

The portions of Lot 24 to be discontinued as a public way in the Village of McFarland, are better described as follows:

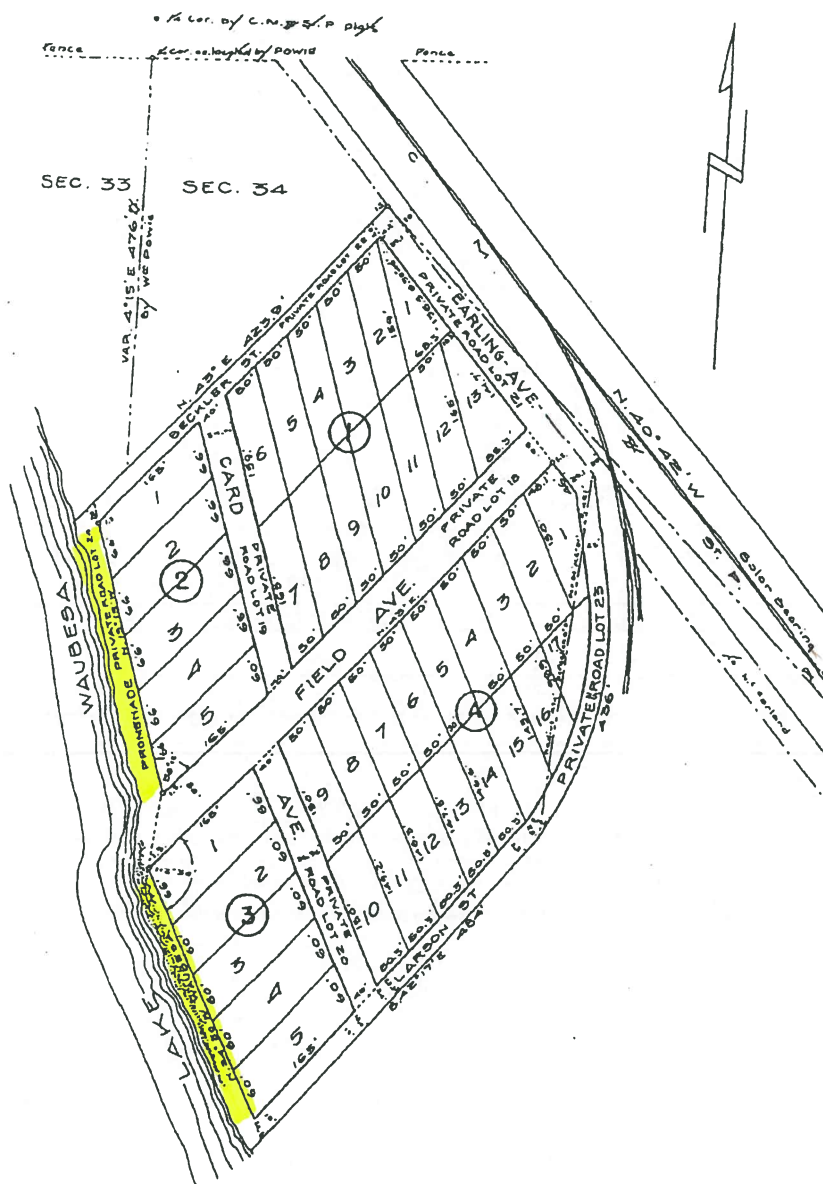
All of Private Road Lot 24, in the Plat of Edward's Park and the Plat of Blocks 5 and 6 of Edward's Park, except those portions of Lot 24 that are an extension of the right of way lines for Beckler Street (Private Road Lot 22 in the Plat of Edward's Park), Field Avenue (Private Road Lot 18 in the Plat of Edward's Park), and Larson Street (Private Road Lot 23 in the Plat of Edward's Park).

Maps depicting those portions of Lot 24 to be discontinued are attached as Exhibit B and C, excluding those portions of Lot 24 that are an extension of the right of way line of Beckler Street, Field Avenue, and Larson Street, to Lake Waubesa.



227697
EDWARD'S PARK

SCALE 1" = 200'



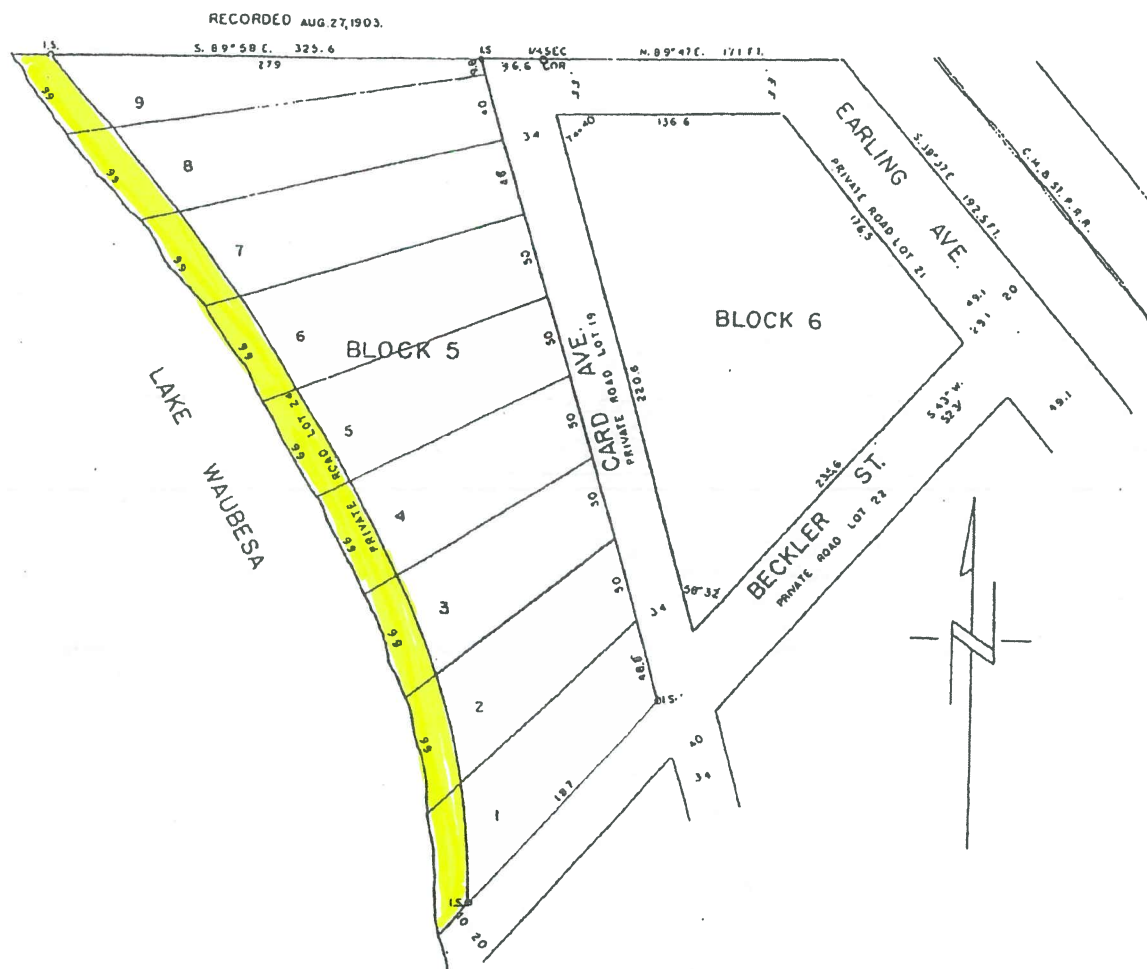
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by: *[Signature]*



253782
BLOCKS 5 AND 6
OF
EDWARD'S PARK
SCALE 1"=100'

VOL 3 PAGE 11

W.L. Mercy SURVEYOR AUG. 26, 1903.





VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to reconsider the conditional approval of applications from Ryan Quam requesting Tax Increment Financing assistance in order to redevelop 4703 Terminal Drive as apartments (Phase 1) and offices (Phase 2).

PREVIOUS ACTION:

The Village Board approved Tax Incremental Financing for Phase 1 and 2 of this project at its meeting on February 11, 2019.

ISSUE SUMMARY:

Enclosed within your packet is a request from the Developer to reconsider your prior approval on the TIF Applications for Phase 1 and Phase 2 of this project at 4703 Terminal Drive. The main element for reconsideration is whether or not there should be a condition requiring a commitment on the office tenant for the second phase before the project begins. The Developer would like this condition removed and have both applications reviewed separately. Staff has also prepared a response to this outlining your procedure to reconsider and the effect each step has in the decision making process. Please consult this memo for more information and general background information in response to this request.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Request from Ryan Quam 02212019
2. Quam TIF Application Reconsideration Memorandum 02222019 mgs



3. McFarland TIF Application - Quam Development Phase 1 (Apartment)
4. McFarland TIF Application - Quam Development Phase 2 (Office)

From: [Ryan Quam](#)
To: [Matt Schuenke](#)
Cc: [Pauline Boness](#)
Date: Thursday, February 21, 2019 8:55:29 AM
Attachments: [2016-2017 Proposed Kwik Trip Blend Facility.pdf](#)

Matt,

Based upon your information regarding the Kwik Trip Blend Facility and my review of the CDA meeting I would like to make some minor modifications to my text to the Village Board members (if it hasn't already been submitted). The text highlighted below along with the attachment is what I would like the Village Board members to consider.

During the discussion at the February 11th Village Board meeting it didn't dawn on me that condition #5 could prevent the \$675,000 loan for the phase 1 apartments. I submitted two TIF Loan applications and in my mind during the Village Board discussion, I thought condition #5 would prevent only the \$425,000 office loan. I have said many times (including at the February 11th meeting) that I cannot guarantee the timing of the phase 2 office building. I have said that I would do my best to create a partnership and that if needed the office building may not be built for 5 – 10 years until Quam Engineering can fill 20,000 square feet of space. I did not realize at the meeting that Village Board members would consider risking the entire project in order to possibly improve the chances of the project's office component.

I have reviewed the video tape of the February 6th Community Development Authority meeting. The sequence of the buildings was not a discussed concern of the CDA committee members. Nor was there any conversations at the CDA meetings requiring the office agreement to be in place prior to approval of the apartments loan. In fact I stated at the meeting that the agreement with the office partner could happen as late as December to allow for spring 2020 construction. The recommendation from the CDA did not include any conditions except that cash be used instead of a loan. Because condition #5 had not been discussed at any prior meetings, it took me somewhat by surprise and I did not understand the full consequences of the condition.

This is a very complicated project and for many reasons this "all or nothing" condition will jeopardize the entire project. Some of the reasons are as follows:

- 1. It is not wise for me to invest close to \$800,000 into a property on which I possibly cannot build a building or cannot build for many years.*
- 2. My offer to purchase expires on July 15, 2019 and at that time I expect there to still be some unknown items such as the archaeology study results and office partnership.*
- 3. Phase 2 cannot happen without phase 1 because the \$675,000 apartment building project includes many overall site improvements costs that are required before phase 2 can develop (building demolition, storage tank removal, tree removal, sanitary sewer extension, water main extension, storm sewer extension, detention pond construction, driveway extension, archaeology study, etc.)*
- 4. The TIF loan is critical to the project and I can only assume that any project delays will reduce the amount of the available TIF loan.*

I believe the proposed apartments and office is the highest and best possible use available for this specific site. The apartment buildings and the office buildings will both be assets to the Village and meet the TID goals even if the office buildings take a little longer to develop. If the project I am proposing does not go forward, I fear that the opportunity will be lost and the Village will end up not maximizing the goals of TID #3. The Village very well might end up with a proposal similar to the Kwik Trip Blend Facility that was considered for this site in 2016-2017. A copy of the proposed layout is attached. This project was ultimately approved by the Village committees and built on a different location further north on Terminal Drive. I am not sure if this project or one similar to it would not be approved by the Village Board on 4703 Terminal Drive. I don't believe this type of a project meets the TID #3 goals or provided the highest and best possible use for this site.

I have submitted a General Development Plan application proposing two apartment buildings and two offices on the site. The Village Board can enforce the development of phases 2 – 4 through the detailed plan review process and developers agreement to ensure that Village Board approved buildings are constructed.

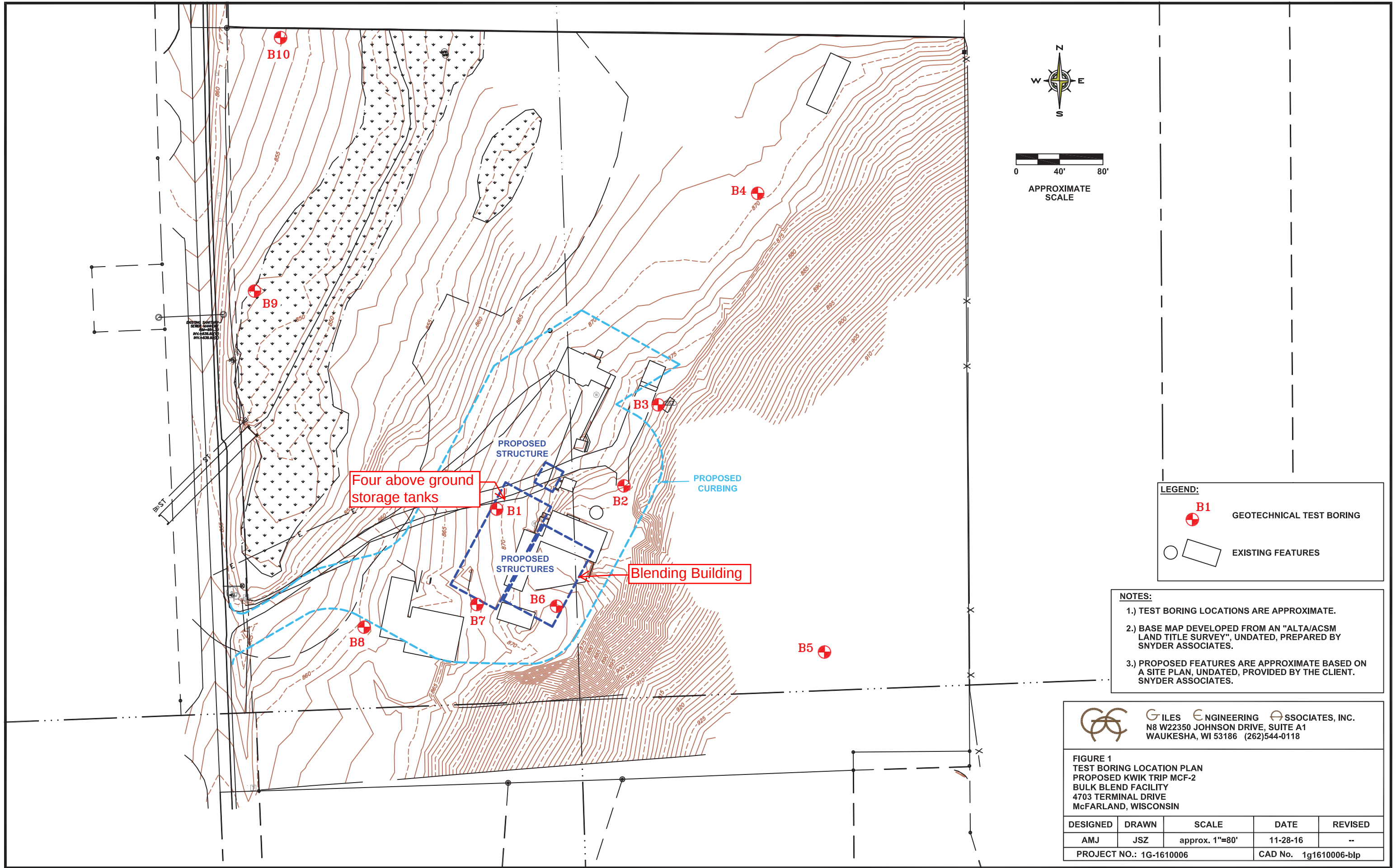
I am asking the Village Board at the February 25th meeting to reconsider the motion from the February 11th meeting and instead provide two new motions, one for each of my TIF applications. One motion for the \$675,000 loan for the apartment building without a condition that would jeopardize the apartments construction and one motion for the \$425,000 loan for the office building.

I am planning to attend the February 25th to read this email and respond to any questions.

Thank you for your consideration. Ryan Quam

Please include this information in their packets and feel free to contact me if you have any questions or comments,

Ryan D. Quam
Quam Engineering, LLC
4604 Siggelkow Road, Suite A
McFarland, WI 53558
Phone: 608.838.7750
rquam@quamengineering.com
www.quamengineering.com





Memorandum

To: Village Board

From: Matthew G. Schuenke, Village Administrator

Cc: Allen Reuter, Village Attorney
Pauline Boness, Community Development Director

Date: February 22, 2019

Re: **Staff Review of Quam Request to Reconsider TIF Application**

Executive Summary

The Developer for the proposed project(s) at 4703 Terminal Drive is requesting the Village Board reconsider the action it took at its previous meeting to jointly approve TIF applications for his Phase 1 (apartments) and Phase 2 (office building) projects. Enclosed within your packet is a letter from the Developer explaining why he is making this request. Essentially, the condition requiring a commitment from the office tenant prior to the beginning of Phase 1 is not agreeable to the Developer. He indicates its likely well after the first phase of the project is to have begun that a commitment would be received from the office tenant, and/or possibly several years down the road. His request is for the Village Board to take action to officially reconsider their prior approval in order to now consider each application separately. He would like to move the first phase forward as planned with the apartments with no commitment from the office tenant in order to allow more time for the second phase to come to fruition. However, he is still asking for both applications to be approved as presented. The Developer will be present to address this request in the meeting. This memorandum is presented to review the reconsideration request and provide additional review of the applications.

Prior Approval

The Village Board jointly approved TIF applications for Phase 1 and Phase 2 at its meeting on February 11th which followed the CDA's recommendation of approval that was granted on February 6th. The CDA's action provided a recommendation to the Village to approve the applications noting that they would prefer to use cash from the district rather than borrowing for the contribution. This was key because if the project were to borrow for the contribution the development could not cash flow prior to TID closure and it would not be able to pay back the loan. Several other issues were discussed as part of the CDA meeting including but not limited to land use, future tenants, project timeline, financing, relationship with current property owners, and other related items.

All of this information collectively plus information gathered from conceptual review presentations and meetings with the Developer were used to prepare possible conditions for the Village Board to consider as part of its approval of the applications. These conditions were presented and approved by the Village Board as follows:

- 1) Amount not to exceed \$1,100,000 for Phase 1 and 2.
- 2) Contribution will utilize cash and not borrowed money for funding.
- 3) Developer will cause to construct enclosed private improvements in order to guarantee the necessary value to generate increment to pay pack this contribution prior to the closer of TID #3.
- 4) Private financing will have to be confirmed prior to execution between the Village and Developer.
- 5) Anchor tenant participation within the Phase 2 Office Building will have to be confirmed prior to execution between the Village and Developer, subject to approval from the Village Attorney.
- 6) Proposed project will receive all necessary approvals from the Village Board, Plan Commission, Community Development Authority, other Village Committees, and all other external agencies as may be necessary to implement the project as proposed.

While the Developer indicated his agreement with these conditions at the meeting on February 11th when this was approved, he has since stated his objection to #5 above and would like the whole approval to be reconsidered by separating action for the applications.

Request

The following steps are presented to outline the Village Board's responsibility to reconsider an action already taken:

Step 1 – Request to Reconsider

The first of which is whether or not the Village Board even wants to reconsider their prior action. This is a formal action with a motion and second to reconsider the action granting approval for Phase 1 and Phase 2 TIF Applications. If the motion to reconsider is approved, the board will move onto the second step in order to reconsider the prior action taken. If the motion to reconsider fails, then the former approval stands and we are all subject to its requirements going forward with this project.

Step 2 – Reconsideration of Prior Approval

If the request is granted, the former decision is now up for consideration again similar to when it was at the last meeting allowing the Village Board to either approve, amend, or deny the action as it was previously put in place. The action previously taken is based upon a review of how the project had been presented, especially the timeline put forth. Analyzing the financial performance of the project in order to interpret its viability has as much to do about *what* gets constructed as it does *when*. Phase 1 has been presented to break ground in 2019 and complete in 2020 while Phase 2 would start and finish in 2020 making all the value realized as of 2021 creating increment to pay back the initial loan between 2022 through 2028. Holding on to the approval that was granted ensures both the project progresses as presented with residential followed by commercial but also

ensures the sequence of events is followed through so the loan is paid back before the district closes. Amending the same approval to simply remove that condition will also likely put the financial performance in jeopardy since it is not known when Phase 2 might be implemented. If action is taken to deny at this step, then the Village Board would move onto the third step to solely consider the application for Phase 1.

Step 3 – Action to Consider the Phase 1 Application

The Village Board would need to decide if residential without commercial within this project is ok when deciding this application. If Phase 1 goes ahead as apartments and Phase 2 never develops as offices, then what is to stop it from becoming all apartments in the future. This might be acceptable to the Village if commercial is proven not to be viable in this location. While the property is labeled as industrial on the Future Land Use Map, it has topography and creek challenges that make its full utilization difficult and unique. The project presented may be the most viable use for the site whether or not it is wholly or partially residential. Furthermore, we still hold control of the zoning for the property as a Planned Development District. The General Plan would have to be earmarked as commercial in designated places and detailed plans for future phases would have to be consistent or they would not be approved. At some point then that becomes more difficult to say “no” but at least is some assurance within the near future that commercial can be given a chance to develop on the site. This portion of the project also did not cash flow before the TID closes and adjustments would need to be made to close the gap by the time the agreement is reached.

Step 4 – Action to Consider the Phase 2 Application

Village Staff is very concerned about considering this application given the ambiguity of when it might actually come forward. It is entirely possible that the current schedule can still be met but alternatively its also possible that it might take “5-10 years” before the second phase is developed. This is close to impossible to forecast the financial performance to ensure the loan can be paid back. If we are to approve this application as presented, we are likely binding ourselves to loaning money for the project whether the TID Is active or not which could require the General Fund to meet this obligation. The Village, also, is the only entity being asked to commit the money towards the second phase while no other commitment is present from the bank, Developer’s equity, or the commercial tenant. This would also tie up our cash within the district if gets allocated for this purpose which could take away our ability to fund other projects that are ready to go. There is simply too much risk with this application on its own given the time constraints and unknowns surrounding its future in order to approve this application. If does not appear there is any question whether or not Phase 2 is supported at this point, but approving this application may be a step too far at the moment given the information we have that has been presented thus far.

Recommendation

The Developer will be present to address his request. Staff can also review its response. The Village Board will have to begin with the request to reconsider the prior action, and from there decide what is appropriate for the applications as requested.

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



Application ID: _____ (Year) - _____ (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 4703 Terminal Drive Redevelopment - Phase 1 Apartment Building

Applicant: Ezra Properties, LLC

Mailing Address: 4604 Siggelkow Road, McFarland, WI 53558

Primary Contact: Ryan Quam

Telephone: (608)838-7750

Email: rquam@quamengineering.com

Fax: (608)838-7752

Legal Entity: ☐ Individual(s)

☐ Joint Tenants

☐ Tenants in Common

☐ Corporation

☒ LLC

☐ Partnership

☐ Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? ☒ No ☐ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

☒ No ☐ Yes, If yes, give the name and relationship of the employee: _____

Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: 4703 Terminal Drive

Parcel(s) Tax Number: 154/0710-342-8200-4

As the Applicant, are you the current owner of this parcel(s)? ☒ No ☐ Yes

If no, current owner is: RCA Trust

If no, do you have an agreed upon option to purchase the property? ☐ No ☒ Yes (provide

documentation and note the expiration date here: July 15, 2019

Total Lot Size: 457,380 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

If yes, indicate Total Building Size 9140 sq.ft.

Most recent property assessment (PA):

\$ 650000 Land \$ 100,700 Improvements \$ 4850000 Total

Existing Uses: Residence and Storage

Existing Zoning: Commercial

Existing Uses, Adjacent Parcels: Terminal N Storage S Highway 51 E Terminal Drive W

Existing Zoning, Adjacent Parcels: Terminal N Storage S Highway 51 E Terminal Drive W

Will a zoning change be requested? ☐ No ☒ Yes

If yes, indicate new zoning PUD to allow residential and office

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

Village Erosion Control and Stormwater Management, WDNR WRAPP and Chapter 30

Existing Mortgage Holder: RCA TrustContact Person & Phone Number: Robert AndersonDoes the property have any existing tax delinquencies, zoning or building violations? ☒ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ☒ A New Business(s)
☐ Business Relocation ☒ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

See Overall Development Plan for the five proposed buildings. Phase 1 includes mass grading of the site, installation of the detention ponds, shared drives, and shared utilities required for all phases, the addition of a 27 unit apartment building, dog park, and 2,800 storage building. Phase 2 includes the addition of a 2 story office building with 22,260 square feet of office space and underground parking. Phase 3 includes the addition of a 3 story office building with 33,390 square feet of office space and underground parking. Phase 4 includes the removal of the existing house and addition of a 27 unit apartment building.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

Erosion control and stormwater management requirements will be met. Many existing trees will be protected so they can remain.

Current annual revenue: \$ N/A Estimated annual revenue: \$ N/A

Current annual expenses: \$ N/A Estimated annual expenses: \$ N/A

Business Plan and/or Marketing Plan attached? ☒ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ☒ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: Feb. 6, 2019

Preliminary Construction Start Date: May 1, 2019 (Site) / Sept. 1, 2019 (Building)

Preliminary Construction Completion Date: May 31, 2020

Date Occupied or Opened: May - June 1, 2020

Number of principal buildings and estimated square footage: 36,700 floor area (phase 1)

Estimated equalized assessed valuation after project completion (EAV)

\$ 650000 Land \$ 4200000 Improvements \$ 4850000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: \$ 251,800 PA x 0.0215 Mill Rate = \$ 5,413 Total (A)

Post-improvements: \$ 4,900,000 PA x 0.0215 Mill Rate = \$ 105,000 Total (B)

Additional increment (B-A) = \$ 100000

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ☒ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Will the proposed project result in the relocation of economic activity from an adjacent community?

☒ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☒ No ☐ Yes

One, two, and three bedrooms to be rented by qualified tenants.

Who will own and operate the developed property? Ezra Properties, LLC

Do similar businesses/uses already exist in McFarland?

☐ No ☒ Yes, If yes, indicate Waubesa Village 27-unit apartment building

Describe any differences in your proposed business/uses to existing businesses/uses

Phase 1 apartment building will be designed to accomodate dogs (additional lawn areas, dog park, washing station, etc.)

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

\$0-\$19,000

____ Full Time (current) ____ Part Time (current) ____ FT (created) ____ PT (created)

\$20,000-\$39,000

____ Full Time (current) ____ Part Time (current) ____ FT (created) ____ PT (created)

\$40,000-\$59,000

____ Full Time (current) ____ Part Time (current) ____ FT (created) ____ PT (created)

\$60,000+

____ Full Time (current) ____ Part Time (current) ____ FT (created) ____ PT (created)

Average per hour wage rate of all employees (not including benefits) \$ ____

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) ____.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?

☐ No ☐ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ☒ No ☐ Yes

Project will have minimal impact on neighbors which are a
terminal and storage properties.

Discuss any history of community involvement by the applicant or business within the Village.

Ryan Quam was a Village Board member when TID #3 was
formed. Quam Engineering, LLC and Waubesa Village, LLC are
businesses owned by Ryan Quam and located in McFarland.

Has any portion of the project already been started or completed? ☐ No ☒ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

Engineering design, plan preparation, and permitting is 70%
completed. Public financing is required to overcome blight and
unique site costs and to meet bank loan financing requirements.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ 675,000 (phase 1)

State the form of incentives requested:

- ☐ Developer Loan (pay-as-you-go) ☐ Traditional Loan ☒ Tax Increment Loan at Occupancy
☐ Tax Increment Loan at Project Start ☐ Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. Site amenities such as a dog park, dog washing station, boardwalk creek crossing, enhanced lawn and landscape areas, additional sidewalks, additional site lighting, etc. are being proposed to attract tenants and to overcome the blighted conditions of the overall area. The unique site requires irregular development costs such as the demolition, tree removal, archaeology study and permitting, WDNR chapter 30 permitting, sanitary sewer creek crossing, significant earthwork, deepened garages, exposed garage wall, retaining walls to protect existing trees, restoration of steep slopes, etc. The bank loan will require a minimum 20% owner contribution which will require TIF assistance to be a part of the 20% owner contribution.

In order to demonstrate compliance with the "but for" test, the applicant will provide costs for the higher level of construction materials, the site amenities, and the unique site development costs. The applicant will also provide the business plan proforma.

The applicant has met with and will meet with multiple lenders to explore alternate methods of financing but currently believes that TIF assistance will be required.

Check which box(s) best describe the use of TIF funds:

- ☐ Land Acquisition/Survey ☐ Environmental Audits ☒ Site Grading
☒ Demolition/Remediation ☒ New Construction ☐ Rehabilitation/Expansion
☒ Utility Improvements ☐ Parking/Access ☒ Landscaping
☒ Recreation/Conservation ☐ Professional Services ☐ Financing Costs
☐ Other _____

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition	755000	Applicant & Bank Loan
Environmental testing/remediation	0	
Demolition	30000	Applicant, Bank Loan, & TIF Loan
Construction of new building(s)	3580000	Applicant, Bank Loan, & TIF Loan
Site Improvements	700000	Applicant, Bank Loan, & TIF Loan
Renovation of existing structures	0	
Cost of installation of machinery/equipment	0	
Architectural/Engineering fees	160000	Applicant & Bank Loan
Legal & other professional fees	15000	Applicant & Bank Loan
Permit fees	145000	Applicant & Bank Loan
Financing fees	110000	Applicant & Bank Loan
Developer fees	30000	Applicant & Bank Loan
Other (please specify) <i>Archaeology Tests</i>	25000	Applicant, Bank Loan, & TIF Loan
Total Project Costs	5550000	

Budget source: ☒ Developer ☐ Arch/Eng ☐ Contractor ☐ Other _____

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	670000	12.07 %
Equity	832500	15.00 %
Loans	4047500	72.93 %
Grants		%
Other (please specify)		%
Total Project Costs	5550000	100.0 %

Lender for Project if in addition to the Village: Yet to be determined

Officer Ryan Quam Phone (608)838-7750 Email rquam@quamengineering.com

Preapproved: ☒ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

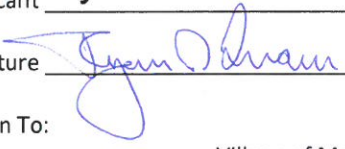
I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant Ryan D. Quam Title Managing Member
 Signature  Date Jan. 7, 2019

Return To:

Village of McFarland
 Attn: Village Community Development Director
 5915 Milwaukee Street
 McFarland, WI 53558
 P: 608-838-3153

PHASE 1 APARTMENT BUILDING

TIF Eligible Costs Estimate - Phase 1 Apartments

Description	Total
Building Demolition	\$15,000
Underground Storage Tank Removal	\$10,000
Abandon Well and Septic	\$5,000
Tree Removal - Overall Site	\$20,000
Archaeology Investigation and Permitting	\$25,000
Earthwork - Overall Site Mass Grading	\$90,000
Remove Excess Material From Site (5,000 CY at \$8 per yard)	\$40,000
Regional Ponds (Storm Sewer Outfall Structures and Restoration)	\$40,000
Retaining Walls - Overall Site and Apartments	\$35,000
Tree Protection - Overall Site	\$5,000
Steep Slopes Erosion Matting	\$20,000
Sanitary Sewer Creek Crossing Permitting and Installation	\$70,000
Existing House Utility Connections	\$10,000
Garage Footing (west and south apartment walls)	\$15,000
Exposed Garage 10% Stone Veneer and 90% LP Smartsiding	\$19,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	\$112,000
Apt. Finishes Upgrade (Granite Counters, Stainless Steel Appliances)	\$83,000
Garage West Exit, Sidewalks, & Lighting (Western Yard to Boardwalk)	\$25,000
Boardwalk for Creek Crossing	\$50,000
Dog Park Clearing and Grubbing, Restoration, and Fencing	\$20,000
Dog Washing Station	\$6,000
Total: \$685,000.00	

PHASE 1 APARTMENT BUILDING

Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land Purchase</u>				
Initial Land Purchase	1	LS	\$755,000.00	\$755,000.00
<u>Permitting Item</u>				
PUD Rezoning	1	LS	\$200.00	\$200.00
Building Permit	1	LS	\$4,000.00	\$4,000.00
Erosion Control Permit	1	LS	\$1,000.00	\$1,000.00
Stormwater Management Permit	1	LS	\$1,000.00	\$1,000.00
Plumbing Fee	1	LS	\$2,500.00	\$2,500.00
HVAC Fee	1	LS	\$600.00	\$600.00
Fire Alarm and Suppression System Fee	1	LS	\$1,500.00	\$1,500.00
Engineering Review Fees	1	LS	\$5,000.00	\$5,000.00
Attorney Review Fees	1	LS	\$10,000.00	\$10,000.00
Financial Agreement Fee	1	LS	\$500.00	\$500.00
Site Design Fee	1	LS	\$750.00	\$750.00
Public Water	1	4 in	\$8,750.00	\$8,750.00
<u>Impact Fee</u>				
Park Fee-in-lieu	27	DU	\$4,115.00	\$111,105.00
Park Improvement	27	DU	\$444.00	\$11,988.00
Public Library	27	DU	\$431.00	\$11,637.00
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$18,000.00	\$18,000.00
Appraisal Fee	1	LS	\$3,000.00	\$3,000.00
Title Fee	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Closing Fees	1	LS	\$3,000.00	\$3,000.00
Construction Interest Carrying Costs Through 5/2020	1	LS	\$83,000.00	\$83,000.00
<u>Professional Items</u>				
Dimension IV Architect	1	LS	\$25,000.00	\$25,000.00
Structural Design	1	LS	\$10,000.00	\$10,000.00
Ryan Quam Building Plans Drafting	1	LS	\$15,000.00	\$15,000.00
Quam Engineering, LLC Site Design	1	LS	\$45,000.00	\$45,000.00
Quam Engineering, LLC Construction Staking	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Site General Administration	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Approvals Administration	1	LS	\$30,000.00	\$30,000.00
Ryan Quam Development Fee	1	LS	\$30,000.00	\$30,000.00
<u>Site Items</u>				
Grading and Utilities	1	LS	\$485,000.00	\$485,000.00
Boulder Retaining Wall	1700	VSF	\$16.00	\$27,200.00
18" Curb and Gutter	1910	LF	\$18.00	\$34,380.00
5" Concrete Sidewalk with 6" Base Course	3240	SF	\$6.00	\$19,440.00
3" Asphalt Binder and Surface Course	3200	SY	\$20.00	\$64,000.00
Restoration (Seed & Mulch)	21000	SY	\$1.50	\$31,500.00
Class II, Type B Erosion Matting	6000	SY	\$2.00	\$12,000.00
Rain Garden	800	SF	\$18.00	\$14,400.00
Landscaping Trees & Shrubs	1	LS	\$30,000.00	\$30,000.00

PHASE 1 APARTMENT BUILDING

Building Items (Interior, Exterior, and Lighting)

Riegert Builders Contract	1	LS	\$3,500,000.00	\$3,500,000.00
Subtotal Costs:				\$5,458,450.00
Contingency (Approx. 2%):				\$91,550.00
Total:				<u>\$5,550,000.00</u>



Black Earth • Cross Plains • Madison • Middleton • Mount Horeb • Oregon • Verona • Waunakee

January 4, 2019

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee St
McFarland, WI 53558

RE: Ryan Quam / Entity TBD
Terminal Dr Redevelopment Project

To Whom it May Concern:

We would like to introduce you to Ryan Quam, a highly valued client of State Bank of Cross Plains. We are currently in discussions with Ryan over the proposed redevelopment project located at Terminal Drive, North of Siggelkow Rd. This is to confirm that we have an existing lending relationship with Ryan and are excited for the opportunity to partner with Ryan on the referenced project. Once the project drawings and numbers have been finalized, we will be able to proceed with analyzing the project further for formal loan commitment. This is not a commitment to lend. We look forward to working with Ryan and the Village of McFarland on this project.

Sincerely,

STATE BANK OF CROSS PLAINS

A handwritten signature in black ink, appearing to read "Casey C. McClyman".

Casey C McClyman
VP – Commercial Banker
cmcclyman@sbcpl.bank
608-416-4834

Yeah, we can do that.

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



Application ID: _____ (Year) - _____ (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 4703 Terminal Drive Redevelopment - Phase 2 Office Building

Applicant: Ezra Properties, LLC

Mailing Address: 4604 Siggelkow Road, McFarland, WI 53558

Primary Contact: Ryan Quam

Telephone: (608)838-7750

Email: rquam@quamengineering.com

Fax: (608)838-7752

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common
☐ Corporation ☒ LLC ☐ Partnership ☐ Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? ☒ No ☐ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

☒ No ☐ Yes, If yes, give the name and relationship of the employee: _____

Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #
------	---------------	-------	---------

B. PROPERTY INFORMATION

Parcel(s) Address: 4703 Terminal Drive

Parcel(s) Tax Number: 154/0710-342-8200-4

As the Applicant, are you the current owner of this parcel(s)? ☒ No ☐ Yes

If no, current owner is: RCA Trust

If no, do you have an agreed upon option to purchase the property? ☐ No ☒ Yes (provide

documentation and note the expiration date here: July 15, 2019

Total Lot Size: 457,380 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

If yes, indicate Total Building Size 9140 sq.ft.

Most recent property assessment (PA):

\$ 660000 Land \$ 100,700 Improvements \$ 3490000 Total

Existing Uses: Residence and Storage

Existing Zoning: Commercial

Existing Uses, Adjacent Parcels: Terminal N Storage S Highway 51 E Terminal Drive W

Existing Zoning, Adjacent Parcels: Terminal N Storage S Highway 51 E Terminal Drive W

Will a zoning change be requested? ☐ No ☒ Yes

If yes, indicate new zoning PUD to allow residential and office

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

Village Erosion Control and Stormwater Management, WDNR WRAPP and Chapter 30

Existing Mortgage Holder: RCA TrustContact Person & Phone Number: Robert AndersonDoes the property have any existing tax delinquencies, zoning or building violations? ☒ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ☒ A New Business(s)
☒ Business Relocation ☐ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

See Overall Development Plan for the five proposed buildings. Phase 1 includes mass grading of the site, installation of the detention ponds, shared drives, and shared utilities required for all phases, the addition of a 27 unit apartment building, dog park, and 2,800 storage building. Phase 2 includes the addition of a 2 story office building with 22,260 square feet of office space and underground parking. Phase 3 includes the addition of a 3-story office building with 33,390 square feet of office space and underground parking. Phase 4 includes the removal of the existing house and addition of a 27 unit apartment building.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

Erosion control and stormwater management requirements will be met. Many existing trees will be protected so they can remain.

Current annual revenue: \$ N/A Estimated annual revenue: \$ N/A

Current annual expenses: \$ N/A Estimated annual expenses: \$ N/A

Business Plan and/or Marketing Plan attached? ☒ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ☒ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: February 22, 2019

Preliminary Construction Start Date: March 1, 2020

Preliminary Construction Completion Date: September 30, 2020

Date Occupied or Opened: October 1, 2020

Number of principal buildings and estimated square footage: 22,260 floor area (phase 2)

Estimated equalized assessed valuation after project completion (EAV)

\$ 660000 Land \$ 2830000 Improvements \$ 3490000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: \$ 0 PA x 0.0215 Mill Rate = \$ 0 Total (A)

Post-improvements: \$ 3500,000 PA x 0.0215 Mill Rate = \$ 75000 Total (B)

Additional increment (B-A) = \$ 75000

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ☒ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Will the proposed project result in the relocation of economic activity from an adjacent community? ☐ No ☒ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

The anticipated 74 additional professional services jobs will bring demand to McFarland restaurants and stores.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☒ No ☐ Yes

One anticipated office development partner includes a professional services business currently leasing space in the Madison and Milwaukee areas. Another is Quam Engineering.

Who will own and operate the developed property? Partnership LLC yet to be formed

Do similar businesses/uses already exist in McFarland?

☒ No ☐ Yes, If yes, indicate _____

Describe any differences in your proposed business/uses to existing businesses/uses

This will be a large, higher end office building that will be unique from other buildings in McFarland.

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

\$0-\$19,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$20,000-\$39,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$40,000-\$59,000

15 Full Time (current) _____ Part Time (current) 15 FT (created) _____ PT (created)

\$60,000+

15 Full Time (current) _____ Part Time (current) 15 FT (created) _____ PT (created)

Average per hour wage rate of all employees (not including benefits) \$ 35

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) 20.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?
☐ No ☒ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ☒ No ☐ Yes

Project will have minimal impact on neighbors which are a terminal and storage properties.

Discuss any history of community involvement by the applicant or business within the Village.

Ryan Quam was a Village Board member when TID #3 was formed. Quam Engineering, LLC and Waubesa Village, LLC are businesses owned by Ryan Quam and located in McFarland.

Has any portion of the project already been started or completed? ☐ No ☒ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

Engineering design, plan preparation, and permitting is 80% completed. Public financing is required to overcome blight and unique site costs and to meet bank loan financing requirements.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ 425,000 (phase 2)

State the form of incentives requested:

- ☐ Developer Loan (pay-as-you-go) ☐ Traditional Loan ☒ Tax Increment Loan at Occupancy
☐ Tax Increment Loan at Project Start ☐ Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. Site amenities enhanced lawn and landscape areas, additional sidewalks, additional site lighting, etc. are being proposed to attract tenants and to overcome the blighted conditions of the overall area. The unique site requires irregular development costs such as the tree removal, archaeology study and permitting, WDNR chapter 30 permitting, sanitary sewer creek crossing, significant earthwork, deepened garages, exposed garage wall, retaining walls to protect existing trees, restoration of steep slopes, etc. The bank loan will require a minimum 25% owner contribution which will require TIF assistance to be a part of the 25% owner contribution.

In order to demonstrate compliance with the "but for" test, the applicant will provide costs for the higher level of construction materials, the site amenities, and the unique site development costs. The applicant will also provide the business plan proforma.

The applicant has met with and will meet with multiple lenders to explore alternate methods of financing but currently believes that TIF assistance will be required.

Check which box(s) best describe the use of TIF funds:

- ☐ Land Acquisition/Survey ☐ Environmental Audits ☒ Site Grading
☒ Demolition/Remediation ☒ New Construction ☐ Rehabilitation/Expansion
☒ Utility Improvements ☐ Parking/Access ☒ Landscaping
☒ Recreation/Conservation ☐ Professional Services ☐ Financing Costs
☐ Other _____

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition	660000	Applicant & Bank Loan
Environmental testing/remediation	0	
Demolition	0	Applicant, Bank Loan, & TIF Loan
Construction of new building(s)	2500000	Applicant, Bank Loan, & TIF Loan
Site Improvements	342000	Applicant, Bank Loan, & TIF Loan
Renovation of existing structures	0	
Cost of installation of machinery/equipment	0	
Architectural/Engineering fees	145000	Applicant & Bank Loan
Legal & other professional fees	15000	Applicant & Bank Loan
Permit fees	21000	Applicant & Bank Loan
Financing fees	102000	Applicant & Bank Loan
Developer fees	15000	Applicant & Bank Loan
Other (please specify)		
Total Project Costs	38000000	

Budget source: ☒ Developer ☐ Arch/Eng ☐ Contractor ☐ Other _____

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	425000	11.18 %
Equity	570000	15.00 %
Loans	2805000	73.82 %
Grants		%
Other (please specify)		%
Total Project Costs	3800000	100.0 %

Lender for Project if in addition to the Village: Yet to be determined

Officer Ryan Quam Phone (608)838-7750 Email rquam@quamengineering.com

Preapproved: ☒ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

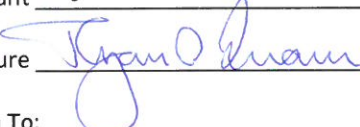
I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant Ryan D. Quam Title Managing Member
 Signature  Date Jan. 7, 2019
 Return To:

Village of McFarland
 Attn: Village Community Development Director
 5915 Milwaukee Street
 McFarland, WI 53558
 P: 608-838-3153

PHASE 1 APARTMENT BUILDING

TIF Eligible Costs Estimate - Phase 2 Office

Description	Total
Retaining Walls - Office	\$1,000
Steep Slopes Erosion Matting	\$3,000
Shared Sanitary Sewer Extension	\$32,000
Shared Water Main Extension	\$44,000
Shared Storm Sewer Extension	\$40,000
Shared Driveway, Sidewalk, Lighting, Landscaping	\$105,000
Office Exterior Materials Upgrade (Stone Veneer, LP Smartsite)	\$85,000
Exposed Garage Stone Veneer	\$5,000
Flat Roof with Roof Drain Plumbing	\$85,000
Balcony with Rails	\$15,000
Sidewalk Ramp and Stairs with Rails	\$10,000
Enhanced Landscaping (Screening)	\$5,000
	Total: \$430,000.00

PHASE 2 OFFICE BUILDING

Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land Purchase</u>				
Usable Lot 2 Land (Parking, Driveway & Building Areas	60000	SF	\$11.00	\$660,000.00
<u>Permitting Item</u>				
PUD Rezoning	1	LS	\$200.00	\$200.00
Building Permit	1	LS	\$4,000.00	\$4,000.00
Erosion Control Permit	1	LS	\$1,000.00	\$1,000.00
Stormwater Management Permit	1	LS	\$1,000.00	\$1,000.00
Plumbing Fee	1	LS	\$2,500.00	\$2,500.00
HVAC Fee	1	LS	\$600.00	\$600.00
Fire Alarm and Suppression System Fee	1	LS	\$1,500.00	\$1,500.00
Engineering Review Fees	1	LS	\$5,000.00	\$5,000.00
Attorney Review Fees	1	LS	\$10,000.00	\$10,000.00
Finiancial Agreement Fee	1	LS	\$500.00	\$500.00
Site Design Fee	1	LS	\$500.00	\$500.00
Public Water	1	4 in	\$8,750.00	\$8,750.00
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$18,000.00	\$18,000.00
Appraisal Fee	1	LS	\$3,000.00	\$3,000.00
Title Fee	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Closing Fees	1	LS	\$3,000.00	\$3,000.00
Construction Interest Carrying Costs Through 9/2020	1	LS	\$75,000.00	\$75,000.00
<u>Professional Items</u>				
Dimension IV Architect	1	LS	\$40,000.00	\$40,000.00
Structural Design	1	LS	\$15,000.00	\$15,000.00
Ryan Quam Building Plans Drafting	1	LS	\$15,000.00	\$15,000.00
Quam Engineering, LLC Site Design	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Construction Staking	1	LS	\$20,000.00	\$20,000.00
Quam Engineering, LLC Site General Administration	1	LS	\$30,000.00	\$30,000.00
Quam Engineering, LLC Developer Fee	1	LS	\$15,000.00	\$15,000.00
<u>Site Items</u>				
Rice Grading - Fine Grading and Utilities	1	LS	\$160,000.00	\$160,000.00
Boulder Retaining Wall	480	VSF	\$16.00	\$7,680.00
18" Curb and Gutter	464	LF	\$18.00	\$8,352.00
5" Concrete Sidewalk with 6" Base Course	1250	SF	\$6.00	\$7,500.00
3" Asphalt Binder and Surface Course	1800	SY	\$20.00	\$36,000.00
Restoration (Seed & Mulch)	5000	SY	\$1.50	\$7,500.00
Class II, Type B Erosion Matting	2000	SY	\$2.00	\$4,000.00
Rain Garden	600	SF	\$18.00	\$10,800.00
Landscaping Trees & Shrubs	1	LS	\$20,000.00	\$20,000.00
<u>Building Items (Interior, Exterior, and Lighting)</u>				
Riegert Builders Contract	1	LS	\$2,300,000.00	\$2,300,000.00
Subtotal Costs:				\$3,519,382.00
Contingency (Approx. 8%):				\$280,618.00
Total:				<u>\$3,800,000.00</u>



Black Earth Cross Plains Madison Middleton Mount Horeb Oregon Verona Waunakee

January 4, 2019

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee St
McFarland, WI 53558

RE: Ryan Quam / Entity TBD
Terminal Dr Redevelopment Project

To Whom it May Concern:

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Sincerely,

STATE BANK OF CROSS PLAINS

A handwritten signature in black ink, appearing to read "Casey C. McClyman".

Casey C McClyman
VP – Commercial Banker
cmcclyman@sbcpl.bank
608-416-4834



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Matt Schuenke, Village Administrator, Pauline Boness, Director

AGENDA ITEM: Discussion and action regarding Resolution #2019-03: a resolution amending the McFarland Comprehensive Plan future land use map regarding 4703 Terminal Drive from industrial to mixed use flex commercial.

PREVIOUS ACTION:

The Plan Commission reviewed this resolution and recommended its approval 5-1 at its February 18th meeting.

ISSUE SUMMARY:

The redevelopment of 4703 Terminal Drive requires an amendment to the Comprehensive Plan in order for the property to be rezoned to Planned Development as part of a residential and commercial project on the site. The current designation on the Future Land Use Map is Industrial which is recommended to be changed to Mixed-Use Flex Commercial. This would allow for the land use to be changed providing opportunity to develop the property as a mix of residential and commercial land use. The enclosed resolution begins the process to issue notices and develop the final ordinance that serves the revision and receives a public hearing. Final action will likely be considered in April.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

McFarland Comprehensive Plan

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Plan Commission review:

Commissioners discussed the pros and cons over changing the land use map. There are concerns over changing the use away from industrial to mixed-use flex commercial for an apartment building thus taking away some of the industrial commercial property in a commercial corridor. Concerns were also raised over the lack of a commitment of a commercial partner for the proposed project and the risk of the property only having an apartment complex on it when there are other properties in McFarland where apartments could be built; the same cannot be said for available properties for commercial projects. It was also discussed this is just the first step of a multi-step process, and is not the actual rezoning of the land.



It has been recommended by the Plan Commission that the Village Board approve this resolution.

ATTACHMENTS:

1. 2.18.19 PC mtg. resolution
2. Land use catagories
3. Future land use map & site plan

RESOLUTION #__-2019

**RESOLUTION APPROVING AND RECOMMENDING AMENDMENT TO THE
VILLAGE OF MCFARLAND COMPREHENSIVE PLAN**

WHEREAS, the Village Board of the Village of McFarland adopted an updated Comprehensive Plan on August 28, 2017, pursuant to Wis. Stats. § 66.1001(4)(c); and

WHEREAS, the Comprehensive Plan contains a land use map designating certain areas along Terminal Drive as Industrial and Mixed Use/Flex Commercial; and

WHEREAS, the Comprehensive Plan describes the Mixed Use/Flex Commercial use, in part, as appropriate for transitional and “crossroads” areas; and

WHEREAS, a request was made to the Village of McFarland Plan Commission to approve changes to the Comprehensive Plan, specifically to change the use of the following described properties along Terminal Drive to Mixed Use/ Flex Commercial:

All that part of Outlot One (1), Assessor’s Plat No. 4, Town of Blooming Grove, in the Village of McFarland, Dane County, Wisconsin, lying West of the West right of way line of Relocated U.S. Highway No. 51

and

All that part of the North ½ of the Northwest ¼ of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, lying between the centerline of Terminal Drive and the West right of way line of Relocated U.S. Highway No. 51, except that part thereof conveyed by Warranty Deed recorded in Volume 694 of Deeds, Page 473, as Document No. 981101.

Tax Parcel ID Nos. 154/0710-342-8220-0, 154/0710-342-8200-4, 154/0710-342-7002-1.

WHEREAS, the Village of McFarland Plan Commission finds that the aforesaid properties are appropriate for Mixed Use/ Flex Commercial use and are in a transition area along Terminal Drive by an area designated for Industrial use; and,

WHEREAS, the Village of McFarland Plan Commission approves the proposed change in use for the aforesaid properties, and that this change is in the public interest and consistent with the overall goals and objectives set forth in the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Village of McFarland Plan Commission hereby recommends to the Village Board that it adopt by ordinance an amendment to the Village of McFarland Comprehensive Plan to specifically change the use of the aforesaid

properties to Mixed Use/Commercial Flex, and as set forth in the attached revised Land Use Map, pursuant to Wis. Stats. §§ 66.1001(4)(c); and,

BE IT FURTHER RESOLVED that the Village Clerk-Treasurer shall certify a copy of this resolution and attached revised Land Use Map to the Comprehensive Plan to the Village Board; and

BE IT FINALLY RESOLVED that the vote on this Resolution shall be recorded in the official minutes of the Plan Commission.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village of McFarland Plan Commission on the _____ day of _____, 2019.

APPROVED:

Brad Czebotar, Plan Commission Chair

ATTEST:

Cassandra Suettinger, Village Clerk-Treasurer

RESOLUTION # ____-2019	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Czebotar	Kolk
Rogers	Fischer
Sorenson	Kirby
Bloechl-Anderson	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
Commercial Park	Light industrial, office, research, testing, health care, and other compatible and support uses (e.g., day care, health club, bank). Arranged in a controlled commercial, business, or office park setting, where allowable uses and activities include those associated with low levels of environmental impact, noise, odor, vibrations, and particulate emissions. Served by public sewer and water.	C-P Commercial Park PD Planned Development C-H Highway Commercial (limited use) C-G General Commercial (limited use)	1. Design Commercial Park areas to result in higher-end business campus settings, with high quality building, site, landscape, lighting, signage, and other aspects of project design. 2. Direct heavy industry, truck terminals, large warehouses, and other higher-impact uses to planned Industrial areas instead. 3. Restrict outdoor storage and activities, except where essential to the business operation and fully screened from nearby uses and streets. Fully screen loading and other less attractive areas from off-site views. 4. Rezone sites designated for Commercial Park use only after public sanitary sewer and water service is available, the land is within Village limits, and a specific development proposal is offered. 5. Promote lot sizes and site design that enables future on-site expansion.
Industrial	Manufacturing, warehousing, distribution, office, storage, utility, and other compatible businesses and support uses (e.g., day care, health club, bank). May include screened outdoor storage, and more intensive uses than in other future land use categories. All uses served by public sewer and water systems.	M-IC Manufacturing-Intensive Commercial C-H Highway Commercial (limited use) C-G General Commercial (limited use) Some lands may also be mapped within the "Terminal and Triangle Design Overlay District"	1. Rezone sites designated for Industrial use only after public sanitary sewer and water service is available, the land is within Village limits, and a specific development proposal is offered. 2. Require performance standards as necessary to avoid placing excessive demand on municipal utilities and roads, or creating environmental hazards or unwanted neighborhood impacts. 3. Encourage the redevelopment or intensification of older industrial, storage, and contractor uses and buildings in the Terminal and Triangle District area. Refer to more detailed plans such as the TID #3 Project Plan and Terminal and Triangle District Plan for more detailed policies and recommendations for planned Industrial areas. 4. Encourage the redevelopment of older fuel storage or blending facilities and sites. See the Economic Development chapter for the Village's updated policy related to new or expanded fuel storage and blending operations.
Mixed Use/Flex Commercial	A carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single family housing. All uses served by public sewer and water systems.	Appropriate traditional zoning districts (e.g., C-H, C-P, R-3) or PD or PD-I Planned Development zoning	1. Design "Mixed Use/Flex" areas to skillfully mix different uses on the same area, site, and/or building, and/or to serve as transitions between broader areas of different land uses. This future land use category is NOT intended to enable an unplanned or haphazard mix of different uses on any site or in any area. 2. Preserve and blend with surrounding residential character through appropriate building scale, building appearance, landscaping, screening, signs, and limited traffic and loading, and access from the adjacent collector or arterial street. Utilize the approach and standards in Figure 4-2 in such settings. 3. Rezone sites designated for Mixed Use/Flex use only after public sanitary sewer and water service is available, the land is within Village limits, and a development proposal is offered. 4. Refer also to policies applicable to Two and Multiple Family Residential, Highway and General Commercial, Commercial Park, and other more specific future land use categories that logically guide the development of each planned Mixed Use/Flex area given the range of proposed uses there.

FUTURE LAND USE



COMPREHENSIVE PLAN

Future Land Use

- | | | | | | | | | | | | | | | | |
|---------------------------|--------------------------------------|-----------------------------|--------------|----------|--------------------------------|-----------------|------------|---------------------------|--------------------------------|--|--|---------------------------|---------------|-------|---------------|
| Single Family Residential | Two Family and Townhouse Residential | Multiple Family Residential | Neighborhood | Downtown | Highway and General Commercial | Commercial Park | Industrial | Mixed Use/Flex Commercial | Institutional and Governmental | Public Lands, Recreation, and Environmental Corridor | DNR Wetlands and Potential Wetland Indicators over Undeveloped Lands | Agricultural Preservation | Urban Reserve | Water | Rights-of-Way |
|---------------------------|--------------------------------------|-----------------------------|--------------|----------|--------------------------------|-----------------|------------|---------------------------|--------------------------------|--|--|---------------------------|---------------|-------|---------------|

Village of McFarland Extraterritorial Jurisdiction Boundary

Villago of McFarland Limits (8/17)

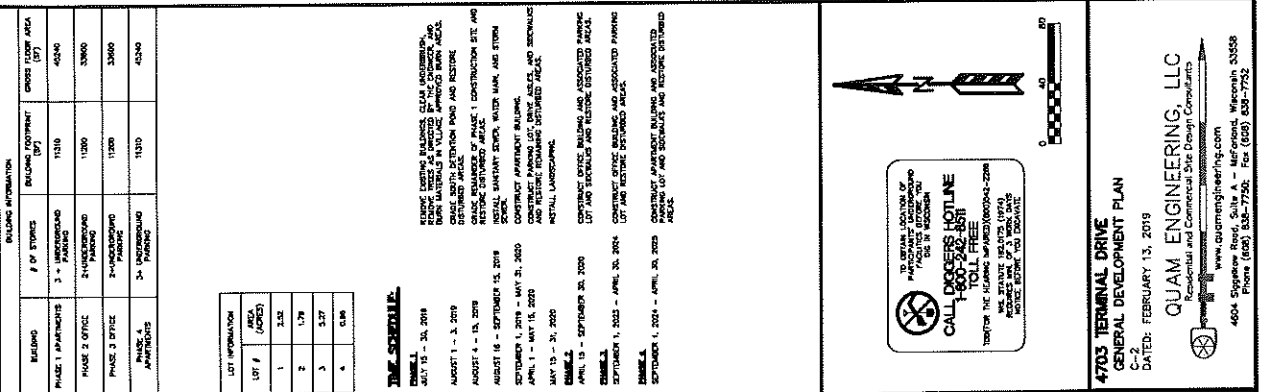
Other Municipal Limits (2017)

Shapes on this map represent the Village's vision for future land use within the Village and its extra-municipal jurisdiction. For such lands, this map is not intended to represent existing land use or zoning, or to compel property owners to change the use of their land. For example, owners of agricultural or other land may maintain their current land use. Actual boundaries between different future use categories and implementing zoning districts may vary somewhat from representations on this map. This map also identifies the City's March Road Neighborhood to the west of the Interstate and north of Sigmon Road, and existing land use elsewhere beyond the Village's established jurisdiction.

Date: August 2017

Data Sources: Village of McFarland,
Dane County LIO, WDNR, and CARPC







PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Craig Sherven, Chief

AGENDA ITEM: Discussion and recommendation on Ordinance Amendment 2019-02: An Ordinance consolidating the process for issuing permits for events on public property and streets.

PREVIOUS ACTION:

Chief Sherven had previously brought forward the concept of creating an expanded event permit for the Village. Currently a special event permit is only required when an event involves a temporary Class B license for beer or wine. The Village has found over time larger events tend to pop up in the Village, without any notice to emergency services. Several committees reviewed the concept and had concerns with any sort of event permit that would apply for private property gatherings. Based on the feedback, staff brought back and ordinance to provide an event permit for public property events only.

ISSUE SUMMARY:

Staff has presented the attached ordinance amendment for consideration to provide an event permit for events that take place on public property. The event permit will achieve two main objectives:

1. It will require a permit for events on public property that anticipate attendance of 200 or more people at one time (or if the event would cost an issue for traffic or parking in the neighborhood).
2. It would consolidate the street use, parade, and special event permit into one application process. Making it easier for the end user to only fill out one application.

FINANCIAL/BUDGET IMPACT:

Additional permit revenues.

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

Creation of a new Chapter 36 ordinance on events on public property. Amendment of several sections of current Village ordinances to consolidate.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends approval of the ordinance amendment as submitted to create a new event permit.



The Public Safety Committee has unanimously recommended approval of ordinance amendment 2019-04 as submitted.

ATTACHMENTS:

1. 2019-02 Event Permit Ordinance

ORDINANCE NO. 2019-02

AN ORDINANCE CONSOLIDATING THE PROCESS FOR ISSUING EVENT PERMITS

Purpose: To consolidate different sections of the Municipal Code regulating parades, special events, neighborhood events and other events involving use of public streets and parks, as well as events involving the issuance of a temporary alcohol licenses, and creating one uniform procedure for the issuance of permits.

Sponsor: Village Clerk-Treasurer

Recommended Referral: Public Safety Committee

Public Hearing: None required.

The Village Board of the Village of McFarland do hereby ordain as follows:

1. Chapter 36 of the McFarland Municipal Code is hereby created to read as follows:

Chapter 36 – EVENTS REQUIRING PERMIT

Sec. 36-1. - Purpose. This Chapter is enacted to regulate and control the use of streets and public property to ensure that the health, safety and general welfare of the public and the good order of the Village is protected and maintained. The Village’s authority to regulate streets and public property is contained in the Wisconsin Statutes, including, but not limited to, Sec. 349.185, Wis. Stats.

Sec. 36-2. - Definitions. As used in this Chapter:

- (a) Processions, runs, walks, marathons, bicycle races, block parties, and similar activities have their usual and customary usage.
- (b) “Community Organization” means an active group or organization that regularly meets within the Village of McFarland, that is tax exempt pursuant to section 501(c)(3) of the Internal Revenue Code, and that provides charitable services, sponsorships or donations within the Village of McFarland community.
- (c) “Event” means a Street Use Event, Neighborhood Event, Parade or Special Event occurring on or in any portion of a Village owned street, roadway or cul-de-sac, or off-street property owned by the Village of McFarland.
- (d) “Event Permit” means a permit granted by the Village of McFarland authorizing an Event.

- (e) "Street Use Event" means a planned event or situation in which any portion of a Village owned street, roadway or cul-de-sac will be utilized, for events including, but not limited to: estate sales or auctions, run/walk events, car shows, community event, or public demonstration.
- (f) "Neighborhood Event" means a planned gathering in which any portion of a Village owned street, roadway or cul-de-sac will be utilized. Examples: a neighborhood block party, graduation party.
- (g) "Parade" means any parade or procession taking place in which any portion of a Village owned street, roadway or cul-de-sac will be utilized, but not including any funeral procession. Authorities and organizers of funeral processions are requested to coordinate preparations with the Chief of Police or his/her designee.
- (h) "Special Event" means any other planned event on off-street property owned by the Village of McFarland in which 200 or more attendees are anticipated at one time, or that is likely to have significant impact on neighborhood parking or the free-flow of vehicular or pedestrian traffic, including, but not limited to:
- Festivals or celebrations
 - Estate sales, auctions or other sales activities
 - Political gatherings or events
 - Events involving the sale or distribution of alcoholic beverages
 - Concerts
 - Events involving the use of amplified music, sound or public address
 - Events in which tents or other temporary structures will be erected and require stakes to be driven into the ground
 - Runs, walks, marathons not on roadways
- (i) "Highways" and "streets" have the meanings set forth in Wis. Stats. § 340.01, and also include alleys (as defined in Sec. 340.01, Wis. Stats.) and areas owned by the Village of McFarland which are used primarily for pedestrian or vehicular traffic.
- (j) "Person" means any natural individual, group, entity, organization, partnership, association, corporation, or limited liability company.

Sec. 36-3. - Permit Required. No person may hold an Event on any part of a highway, roadway, street or cul-de-sac in the Village of McFarland, or on any property owned by the Village of McFarland without first obtaining an Event Permit from the Village. No person may hold or conduct an Event in violation of any requirements or restrictions set forth in an applicable Event Permit.

Sec. 36-4. - Application. A person seeking to hold an Event shall file an application with the Village Clerk on the form provided by the Village Clerk. The completed application shall be filed at least forty-five (45) days before the proposed event, along with the application fee. The application shall contain, but is not limited to, the following information:

- (a) The name, address, email address and telephone number of the applicant or applicants.
- (b) If the Event is to be conducted for, on behalf of, or by an organization or company, the name, address, email address and telephone number of the organization's or company's headquarters and of individual(s) authorized to act on behalf of the organization or company.
- (c) The name, address, email address and telephone number of the person or persons who will be responsible for operating the Event.
- (d) The proposed use, described in detail, for which the Event Permit is requested. Applicants shall select all event types that are applicable to their event.
- (e) The date(s) and duration of time during which the Event is to occur, including a detailed schedule of events.
- (f) A detailed security plan, including how many individuals will be designated to this function, how they will be identified, and how they will communicate with one another.
- (g) The applicant shall indicate if the Event requires complete, partial, or no closure of any streets.
- (h) A map of the Event, including any street(s)/property to be used, the placement of any tents, facilities, equipment, fencing, alcohol sale and carding areas (if applicable). The Public Works Director shall have final decision on placement of tents or any place the applicant wishes to break ground.
- (i) The approximate number of persons who will attend the Event.
- (j) A detailed plan for mitigating severe weather (if applicable).
- (k) A detailed fire evacuation plan (if applicable).
- (l) If the event involves the sale or distribution of alcoholic beverages, a detailed plan for identifying and refusing service to those under the legal drinking age shall be included. NOTE: Requires the application for and issuance of a Temporary Class "B" alcohol license, in addition to the Event Permit.
- (m) A detailed plan describing what cleanup activities will take place at the conclusion of the event.

- (n) Events that are anticipated to allow for the presence of minors where alcohol is served requires Village Board approval. It shall be the event organizer's responsibility to request this approval on the application form.
- (o) Events that are anticipated to require the use of amplified sound, or to in some manner generate excessive noise, beyond 10:00 pm Village Board approval. It shall be the event organizer's responsibility to request this approval on the application form.
- (p) Any other information that the Village deems necessary or appropriate.

Sec. 36-5. - Special Requirements.

(a) Parade Restrictions.

- (1) Drivers to stay near right-hand edge of roadway. Each driver in any procession, shall drive as near to the right-hand edge of the roadway as practical, except upon one-way streets or when otherwise directed or approved by a police officer, and shall follow the vehicle ahead as close as is practical and safe.
- (2) No person who leads or participates in a parade shall disobey, or encourage others to disobey, the direction of any police officer, the terms of this Chapter, or the terms of the applicable Event Permit.
- (3) Sponsors or organizers shall obtain any county or state permits that may be required for use of any roadway under the jurisdiction of the county or state.
- (4) Only Community Organizations may be issued an Event Permit for a parade, and no Event Permit shall be issued for a parade this is primarily for private economic or commercial purposes.

(b) Petition Required for Street Use Events.

An application for an Event Permit for a Street Use Event shall be accompanied by a petition designating the proposed area of the street to be used and time for said proposed use, said petition to be signed by not less than 75 percent of the residents over 18 years of age residing along that portion of the street designated for the proposed use. Said petition shall be in a form provided in the application packet. Events involving a marathon, bicycle race, run/walk race, triathlon, or other athletic event do not require a petition.

(c) Petition Required for Neighborhood Events.

An application for an Event Permit for a Neighborhood Event shall be accompanied by a petition designating the proposed area of the street to be used and time for said proposed use, said petition to be signed by not less than 75 percent of the residents

over 18 years of age residing along that portion of the street designated for the proposed use. Said petition shall be in a form provided in the application packet.

Sec. 36.6. – Events occurring in Public Parks.

- (a) Events occurring in public parks are subject to all regulations and requirements as set forth in Chapter 44 (Parks and Recreation) of Village Ordinance.
- (b) Events occurring in public parks which qualify under this Chapter that include the operation or use of any amplifying system, public address systems or equipment shall generally be approved or denied by the Public Safety Committee, pursuant to Section 44-20 (b) of Village Ordinance. The Public Safety Committee reserves the right to require the approval of the Parks and Recreation Committee.
- (c) Events occurring in public parks which qualify under this Chapter that include the disturbance of soil by utilization of tent poles, tent stakes or any other activity likely to penetrate the grass and or soil bed shall require Village approval. It is the sole responsibility of the organizer to contact digger's hotline and schedule a site inspection to occur no less than five (5) business days prior to the date any such disturbance is to occur, and to provide the Director of Public Works with a written report of the assessment no less than two (2) business days prior to the date any such disturbance is to occur. Should such report indicate the presence of any obstructions or other hazards, any prior approval specific to soil disturbance is revoked and is no longer permitted. If time permits, the organizer may, at the discretion and with the assistance of the Public Works Director, attempt to identify an alternate placement on the event site. In such circumstances, the organizer may conduct all other approved activities not related to soil disturbance.

Sec. 36.7. - Application Review. If the Village Clerk-Treasurer determines that the Event Permit application is timely and complete, including payment of the application fee, the Village Clerk-Treasurer shall immediately forward copies of the same to the Director of Public Works, the Chief of Police, and the Fire/EMS Chief who shall consider the same and make recommendation thereon. Village staff may require the applicant to provide additional information in support of the application if deemed necessary for review purposes. Incomplete or untimely applications will not be forwarded for review or approval.

Sec. 36.8. - Review by the Public Safety Committee.

- (a) Complete Event Permit applications shall be forwarded with staff recommendations to the Public Safety Committee for review and recommendation to the Village Board, except that annual recurring Events that propose no substantial changes from the previous year(s) shall be reviewed by the Chief of Police, who may make a recommendation of approval or denial directly to the Village Board. The Village Board will ultimately approve or deny all applications for Event Permits, and the Village Board may impose any conditions or restrictions it deems appropriate as part of any Event Permit.

- (b) The Village reserves the authority, under its sole discretion, to refer any Event Permit application to any pertinent committee for review.
- (c) If the Public Safety Committee recommends denial of an Event Permit application, the application will not be forwarded to the Village Board for review unless the applicant submits a written request to the Village Clerk-Treasurer within ten (10) days of the Public Safety Committee's decision, and the applicant's failure to make this request will result in the application being denied.

Sec. 36.9. - Issuance of Permit. If the Village Board approves the issuance of the Event Permit, the Village Clerk-Treasurer shall issue the Event Permit, subject to any restrictions and conditions imposed by the Village Board. Prior to issuance of the Event Permit, the applicant shall provide adequate proof of insurance to the Village Clerk-Treasurer and shall deposit of any funds required by the Village Board as a condition of approval. Upon issuance of the Event Permit, the applicant shall comply with all requirements and conditions as set forth in the Event Permit, along with all applicable federal and state laws and regulations, and Village ordinances. The applicant shall also meet the requirements of Section 11-1.

Sec. 36.10. – Denial of an Event Permit.

- (a) The Public Safety Committee may recommend denying the issuance of an Event Permit, or the Village Board may deny the issuance of an Event Permit if, in their discretion, it is determined that one or more of the factors identified below warrant denial of the application. Further, the Public Safety Committee may recommend, and the Village Board may impose, conditions on the approval of an Event Permit application.
- (b) Reasons for denial of an Event Permit. An application for an Event Permit may be denied for any of the following reasons. This list is demonstrative only, and the Village Board may deny the issuance of an Event Permit for any reason related to public safety, health, and welfare, ordinance, the prevention of any nuisance or other hazard, and the preservation of Village property, services and resources.
 - (1) The proposed use would violate any federal or state law or regulation, or any Village ordinance.
 - (2) The proposed use will substantially hinder the movement of police, fire or emergency vehicles, constituting a risk to persons or property.
 - (3) The application does not contain information requested or required by Village staff, the Public Safety Committee, or the Village Board.
 - (4) The application requests a period for the use of the street for an excessive amount of time.

- (5) The proposed use on a street could equally be held in a public park or other location.
- (6) The granting of the Event Permit would conflict with another Event Permit already granted or for which application is already pending.
- (7) If reasonably anticipated utilization of public services, including police and fire protection, by the proposed street use will require so large a number of persons and vehicles, including ambulances, as to prevent adequate service of the needs of the rest of the Village.
- (8) It appears that the proposed Event is so poorly organized that participants therein are likely to engage in aggressive, destructive, or otherwise unlawful activity.
- (9) If any part of the area described in the said Event Permit application includes a through intersection such that the highways cross each other.
- (10) If the event is to be held between the hours of 10:00 p.m. and 6:00 a.m., or, in the case of a parade, sufficient parade marshals are not provided as to reasonably assure the orderly conduct of the parade.
- (11) The event organizer(s) refuses to cooperate with, meet with or communicate with Village Officials regarding event planning and related requirements, and/or fails to or has demonstrated a past history of failing to comply with conditions set forth for this or past Event Permits.
- (12) Requiring the pre-payment of any amounts to cover increased costs to the Village for services anticipated for the Event.
- (13) How vehicular traffic and parking availability may be affected by the Event, including the effect, if any, of construction projects or other scheduled events in and around the Village.
- (14) Whether the Event will negatively affect the health, safety or general welfare of the public, including, but not limited to, the movement of police, fire, or emergency vehicles within the Village, the overall impact to the neighborhood, including noise levels, and the effectiveness of hazard mitigation plans as submitted by the organizer(s).
- (15) Whether sufficient supervision and event security will be provided to reasonably assure orderly conduct by the attendee.

Sec. 36.11. - Termination of Event Permit and Event. An Event may be immediately terminated, and the Event Permit revoked, while the event is in progress, if the Chief of Police, Fire/EMS Chief, or Public Works Director or his or her designee determine that the health, safety or general welfare of the public, including participants at the Event, is endangered by

activities generated as a result of the Event, or if the Event has violated any conditions placed on the event in the Permit, or if the Event has violated any Village ordinances, applicable laws or other regulations.

Sec. 36.12. - Emergency Revocation. The Chief of Police, Fire/EMS Chief, or Public Works Director or his or her designee may revoke an Event Permit that has already been issued if they determine that revocation is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of a breach of the peace, or by a major change in the conditions forming the basis for the issuance of the Event Permit.

Sec. 36.13. - Penalties. Any person who violates any provisions of this Chapter shall be subject to a penalty as provided in Section 1-16 of this Code. Additionally, failure to comply with any provisions of this Chapter may result in the withholding of approval on any subsequent permit applications for this or other permits required by the Village.

Sec. 36.14. - Security/Village Staffing Requirements. If the Chief of Police, Fire Chief or Public Works Director determines that members of the Police Department, other Law Enforcement, private Security Officers, Fire Department, Emergency Medical Services or Public Works personnel must be available to staff the Event, the applicant shall pay all associated costs incurred by the Village or other provider to staff the event. When utilizing Village of McFarland Employees, the event organizer shall reimburse the Village at each employee's full overtime rate, and the Village shall subsequently reimburse each employee through standard payroll practices. The Village Board may require the applicant to make a deposit to the Village in an amount necessary to cover the cost of Village services and staff for an Event.

Sec. 36.15. - Representative at meeting. It is recommended the event organizer(s) making application for an event be present when the Public Safety Committee and Village Board considers the application in order for the applicant to provide any additional information that is reasonably necessary to make a fair determination as to whether the Event Permit should be issued. Failure by the applicant to be present could result in denial of the application in the event additional information or input from the organizer(s) is needed, but is not available due to lack of attendance of the meeting. It is the event organizer's responsibility to make themselves aware of when the Public Safety Committee and Village Board will consider the application.

Sec. 36.16. - Fee. The permit fee shall be as established by the Village Board. The Village Board may waive the fee for Community Organizations.

Sec. 36.17. - Insurance. The applicant shall furnish a certificate with the Village demonstrating that applicant has in force and will maintain during the time the Event Permit is in effect public liability insurance of not less than \$1,000,000 per one person, \$2,000,000 per occurrence for personal injury and \$1,000,000 for property damage naming the Village as an additional insured.

If the certificate references any policy language, endorsement or other requirement as being necessary for the additional insured coverage to take effect, the applicant shall provide all such required documentation. The required coverage for the Village shall be written on a primary, non-contributory basis, and include a waiver of subrogation rights.

Sec. 36.18. - Indemnification. The applicant shall indemnify, defend and hold harmless the Village of McFarland and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its officers, officials, agents or employees, for damages because of injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Event.

Sec. 36.19. - Cleanup Requirements. The applicant shall return the site to the condition that existed before the Event occurred within twenty-four (24) hours of the completion of the Event. The Village may require the applicant to provide a deposit in an amount to be determined by the Village to ensure that the site is adequately restored.

2. Chapter 35, Article XII. – PARADES AND PROCESSIONS, of the McFarland Municipal Code, is repealed.

3. Chapter 53, Article V., Division 4. – STREET USE PERMITS, of the McFarland Municipal Code, is repealed.

4. Section 44-24 (b) of the McFarland Municipal Code is amended to read as follows:

(b) *Reservation of park space.* A permit is required for any special usage of any park within the Village. An organized gathering desiring to reserve a specific portion of any park in the Village shall constitute a special usage. A person or group, firm, organization, partnership or corporation may reserve the use of a park facility or a park shelter by written application filed with the Village Clerk-Treasurer for a permit for exclusive use of the same. The Village Clerk-Treasurer shall issue permits for the exclusive use of a portion of a park or park shelter, while the Village Board shall issue permits for the exclusive use of the Village parks. Park facilities are reserved on a first-requested, first-reserved basis. Certain proposed uses and gatherings may require the issuance of an Event Permit, subject to the requirements of Chapter 36, instead of a permit issued under this Section.

5. Section 11-66 of the McFarland Municipal Code is amended to read as follows:

Sec. 11-66. – Restrictions on Temporary Class “B” and “Class B” licenses.

(a) *Requirements.* No person or organization shall be granted a temporary Class “B” fermented malt beverage license or temporary “Class B” wine license by the Village Board, as authorized by Wis. Stats. §125.26(6) and §125.51(10), until such person or organization has met the applicable requirements under this Article and been approved pursuant to this Section.

- (b) *Procedure.* The applicant for a temporary Class “B” or “Class B” license shall submit a completed application to the Village Clerk-Treasurer, on a form approved by the Village Clerk-Treasurer, providing all information required for the issuance of the license and all applicable information required for an Event Permit under of Chapter 36 of this Code. The application shall also include the following:
- (1) The proposed location, dates and times where alcohol beverages will be sold.
 - (2) A sketch showing the layout for handling sales of alcohol beverages.
 - (3) The names, address, and prior relevant experience, if any, of every person proposed to sell alcohol beverages.
 - (4) A statement that the person or organization agrees to promptly pay the Village for the Village's charges incurred either in regulating this license or in remedying any unsatisfactory post-event maintenance by the person or organization.
 - (5) A copy of the application or license of each person holding the beverage operator's license who will supervise the sales of alcohol beverages.
 - (6) A certificate of insurance in the amount of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 property damage and naming the Village as an additional insured.
 - (7) Such application shall also contain such other reasonable and pertinent information as the Village Board may, from time to time, require.
- (c) *Standards for issuance of license.* The Village Board shall not issue a temporary Class “B” or “Class B” license unless it is satisfied that the following standards will be met by the applicant:
- (1) The applicant may alcohol beverages only from locations that are physically separate from locations where any other items are sold.
 - (2) The location where alcohol beverages are sold shall not be accessible to the public, except from the selling point.
 - (3) The Village shall provide and the applicant shall post conspicuous notices at the point of sale prohibiting the presence of minors at the point of sale and the sale of alcohol beverages to minors or intoxicated persons.
 - (4) Prior to the special event, the applicant shall contact the Police Department for instruction in the proper sale of alcohol beverages and to arrange for routine on-site police protection and patrol. At the time the Village Board considers the application, the Chief of Police shall report what on-site arrangements are appropriate and the arrangements made by the applicant.
 - (5) A person holding a beverage operator's license shall supervise all sales of alcohol beverages at the point of sale. Said person shall restrict access to the point of sale to those persons actually selling alcohol beverages.
- (d) *Exception.* In its sole discretion, the Village Board may prescribe additional reasonable requirements based on the particular circumstances of the special event to provide adequate security of the premises or at the point of sale. The Village Board may also waive any

requirements of this Section in circumstances where the Village Board finds, on the basis of the applicant's representations, that security is adequate without the specific requirement.

6. This ordinance is effective for all events held after May 1, 2019.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the ____ day of _____, 2019.

Approved:

Brad Czebotar, Village President

Attest:

Cassandra Suettinger, Village Clerk/Treasurer

ORDINANCE 2019 – ____	
MOTION	SECOND
ACTION	
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Kolk
Brassington	Lytle
Clow	O'Hearn
Czebotar	
VOTING RESULTS	
Motion Carried:	
Motion	
Defeated:	



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to confirm the appointment of the Public Works Director.

PREVIOUS ACTION:

The Village Board authorized filling the position on November 26, 2018.

ISSUE SUMMARY:

The Village has been working to fill the Public Works Director position when the vacancy was created through a retirement last year. The advertising period ran from December 28, 2018 through January 4, 2019 which yielded 13 applicants. It is important to note that this position is established within our Code of Ordinances differently than other Department Heads. Village Ordinance requires the Village President make the appointment and the Board confirm the appointment. By policy, the Village Administrator facilitates the recruitment. The core leading the evaluation included the Village President, Administrator, and Clerk/Treasurer. For the Semi-Finalist portion, these three were joined by Department Heads to determine finalists. The final interview was conducted with members from the Committee and a resident whom works in the public works field. The appointment by the President is derived through this process and will be made within the meeting for the board to consider confirmation.

At the outset of the meeting is a Closed Session to be held for the Village Board to meet with the final candidate presented for appointment. It is our intention then that at the conclusion of Closed Session, and then under this item within Open Session that the final confirmation is made for the position.

FINANCIAL/BUDGET IMPACT:

All of the wages and benefits are set for the position, and inclusive of the funding within the current year's budget. Final salary will be determined within the grade for the position as is appropriate.

VILLAGE PLAN REFERENCE:

Personnel Policy Manual



ORDINANCE REFERENCE:

Section 2-509 - Appointed Officials

Section 2-675 - Appointment (Director of Public Works)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented as the appointment of the Village President and recommended approval of the confirmation by the Village Board of that appointment.

ATTACHMENTS:

None



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Pauline Boness, Director, Cassandra Suettinger, Village Clerk/Treasurer, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding a Parks Impact Fee Study to be conducted by the Village Auditor.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

State law changed within the last year on how park related impact fees are established, collected, and used. It was proposed as part of the 2019 Budget that an Impact Fee Study be conducted similar to what was done in 2004 to evaluate our current collection and look at present methodology for possible revisions. This work is conducted by the auditor and is outside the scope of annual maintenance. A proposal detailing their work is attached and is similar to what was done several years ago but updated to address changes since that time.

FINANCIAL/BUDGET IMPACT:

The total cost for this project is projected by the Auditor at \$7,500 to \$12,000. The 2019 Budget was approved at \$15,000 for this expense to be paid for out of the Capital Projects Fund with tax levy proceeds.

VILLAGE PLAN REFERENCE:

This is presented as a Sole Source Purchase according to Section 10.06(f)(2) of the Purchasing Policy. We already have a relationship with Baker Tilly as our Auditor and they are the most suited to complete this work in an efficient and cost effective manner.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Park Impact Fee Engagement Letter - Revised Final

February 21, 2019

Ms. Pauline Boness
Community Development Director
Village of McFarland
5915 Milwaukee Street
P.O. Box 110
McFarland, WI 53558

Dear Ms. Boness:

Thank you for engaging Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") to assist the Village of McFarland ("the Village" or "you") with the project as described below. We appreciate the opportunity to work with you.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of this engagement and the nature of the services we will provide as consultants to the Village.

Services and Related Report

The services provided under this letter will be directed by Village management.

We will assist the Village in updating the Public Facilities Needs Assessment for Park Improvements dated December 31, 2003 and revised on February 4, 2004. It is our understanding that the Village has not updated its park impact fees since the park impact fees were put into effect in 2004.

We will provide the following assistance:

- > Present the Village with a park impact fee methodology to be used for the calculation of the Village's park impact fee and the Village's fee in lieu of parkland dedication. This methodology was presented to the Village on February 8, 2019.
- > Provide the Village with a listing (this listing was provided to the Village on February 8, 2019) of items needed in order to compute the park impact fee and a fee in lieu of parkland dedication.
- > Review the responses provided by the village for reasonableness. Request additional information as necessary.
- > Utilize the Village's updated outdoor recreation and open space plan for purposes of updating the Village's park impact fee and fee in lieu of land dedication.
- > Update the park impact fee/fee in lieu of parkland dedication narrative related to impact fee statutory requirements and compliance with Wisconsin impact fee and fee in lieu of parkland requirements.

February 21, 2019
Page 2

- > Calculate the impact fee for park facility improvements and the fee in lieu of parkland dedication.
- > Attendance at two Village meetings to present the results.

The services listed above do not constitute an audit or review of the Village's impact fees and, accordingly, we will not express an opinion as a result of this engagement.

The fee quote assumes that the impact fee methodology will be consistent with the methodology provided to the Village on February 8, 2019 and will not change during the course of this project.

Our Responsibilities and Limitations

Because of the inherent limitations of a consulting engagement, an unavoidable risk exists that some material misstatements may not be detected, even though the engagement is properly planned and performed.

You understand that our report is intended solely for the information and use of Village of McFarland, and is not intended to be and should not be used by anyone other than these specified parties.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

Management's Responsibilities

Management is responsible for the following:

1. Making available to Baker Tilly, on a timely basis, the information requested in the project get ready listing that was provided to the Village on February 8, 2019.
2. In addition, the Village will make the final determination, with input from Baker Tilly and the Village attorney, on village land costs for purposes of calculating the fee in lieu of parkland dedication.
3. The Village attorney is responsible for evaluating whether it is appropriate to compute a trails portion of the park impact fee. If so, the Village is to provide a trails listing including length, width, material, trail name and the year the trail was placed in service.
4. The Village is responsible for the completeness and accuracy of the information it provides, and client personnel to whom we may direct inquiries.

Nonattest Services

The services we will be providing are non-attest services. You are responsible for reviewing our work and understanding the nature of our work.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

Ms. Pauline Boness
Community Development Director
Village of McFarland

February 21, 2019
Page 3

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including the approval of our work product when it is submitted to you.
- > Designate a competent employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Timing and Fees

We provided a get ready letter to the Village on February 8, 2019. It is our understanding that the Village is working on accumulating the above information along with finalizing its' outdoor recreation and open space plan. The Village expects to have this information available by the end of March 2019. We expect to perform the necessary procedures in April and May so that the engagement can be completed by June 2019. Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village's personnel, including timely preparation of necessary schedules and (ii) timely responses to our inquiries. When and if for any reason the Village is unable to provide such schedules, information and assistance, Baker Tilly Virchow Krause, LLP and you may mutually revise the fee to reflect additional services, if any, required of us to complete the engagement.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We estimate that our fees for these services will range from \$7,500 to \$12,000. This estimate assumes that all requested information is provided, there are no changes to the assumptions or methodology after the first draft of the report and there is one meeting to present the results.

Any additional services that may be requested, and we agree to provide, may be the subject of separate arrangements.

Ms. Pauline Boness
Community Development Director
Village of McFarland

February 21, 2019
Page 4

This letter and the attached terms and conditions comprise the complete and exclusive statement of agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

Signature Section

BAKER TILLY VIRCHOW KRAUSE, LLP

A handwritten signature in black ink that reads "Baker Tilly Virchow Krause, LLP". The signature is written in a cursive, flowing style.

The services and terms set forth in the Engagement Letter are agreed to by the Village of McFarland, Wisconsin:

Name

Title

Date

Baker Tilly Virchow Krause, LLP

Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Virchow Krause, LLP ("Baker Tilly", "we", "us" or "our") set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose. The Client agrees that, following the closing or consummation of a transaction, and subject to the Terms herein, Baker Tilly has the right to advertise, promote or otherwise market its involvement in the transaction describing its services to the Client and the general nature of the transaction completed hereunder. Baker Tilly's marketing, promotion and advertising efforts could include but are not limited to: 1) placing advertisements in financial and other newspapers and journals at its own expense; 2) placing articles or announcements online through third-party public relations platforms at its own expense; and 3) placing articles or announcements on Baker Tilly's own website or social media platforms.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable

before acceptance, fails to promptly notify Baker Tilly of any Non-conformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

(e) This section 5 is Baker Tilly's only warranty concerning the services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, non-infringement, or fitness for a particular purpose, or otherwise.

Baker Tilly Virchow Krause, LLP

Standard Business Terms (cont.)

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages DELAYS, INTERRUPTIONS, OR VIRUSES arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorneys fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other

party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 9. Dispute Resolution

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

(b) Because a breach of any of the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Baker Tilly Virchow Krause, LLP

Standard Business Terms (cont.)

Section 10. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 11. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 11.

Section 12. Notices

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 13. Miscellaneous

(a) This Agreement and any Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall

be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) Baker Tilly Virchow Krause, LLP is a member of Baker Tilly International Limited. Each member firm of Baker Tilly International Limited is a separate and independent legal entity. Baker Tilly International Limited and its other members are not responsible or liable for any acts or omissions of Baker Tilly Virchow Krause, LLP. Baker Tilly Virchow Krause, LLP and its subsidiaries are not responsible or liable for any acts or omissions of any other member of Baker Tilly International Limited. Baker Tilly International Limited does not render any professional services and does not have an ownership or partnership interest in Baker Tilly Virchow Krause, LLP.

Baker Tilly International Limited is an English Company. Neither Baker Tilly International Limited nor any other member firm has a right to exercise management control over any other member firm. Baker Tilly Virchow Krause, LLP is not Baker Tilly International Limited's agent and does not have authority to bind Baker Tilly International Limited or act on Baker Tilly International Limited's behalf.

Acknowledgement:

The Business Terms above correctly sets forth the understanding of the Client.

Accepted by:

Signature: _____

Title: _____

Date: _____



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Discussion and update on Village Board/Committee orientation program for new members.

PREVIOUS ACTION:

ISSUE SUMMARY:

As part of the 2018-2019 Village Board goal setting process, the Board established the goal to create an orientation program for new committee members.

FINANCIAL/BUDGET IMPACT:

No Fiscal Impact.

VILLAGE PLAN REFERENCE:

2018/2019 Village Board Goals & Objectives

ORDINANCE REFERENCE:

N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends moving forward with an orientation program for committee members and Village Board members.

ATTACHMENTS:

1. 02.22.19 Committee Orientation Program

MEMORANDUM

To: Village Board

From: Cassandra Suettinger, Village Clerk/Treasurer

Date: February 22, 2019

RE: Board and Committee Orientation Program.

Background – As part of the 2018-2019 goal setting process, the Board established the goal to research committee structure and make recommendations to improve meeting efficiency and communication. As part of that goal, an action step was identified to prepare an orientation program for new members. This action step is identified to be in place by the start of the new terms for all Board, Committee and Commission members.

Proposal – Submitted is a draft outline of an orientation program for both Village Board members and Committee/Commissions/Board members. There are a couple main components of the program:

1. *Intranet site* – We will create an intranet site to provide an electronic place that all committee, commission and board members can access Village plans, policies, and documents. As part of that website, all of the orientation materials, including videos, will be available in one convenient place for easy access. The Village Board's intranet site will be a more comprehensive site, where all of the policies, plans and documents can be accessed.
2. *Instructional videos* – As part of the program we would develop a couple short instructional videos to provide a welcome and overview to the Village's committee structure, and also to provide short instructional videos on how to use the Village's new agenda management software.

Action Steps:

1. Present draft outline to Village Board for input – February 25, 2019
2. Follow up with Board, Committee, and Commission Chairs & Department Heads – follow up with chairs of each committees to provide the draft outline of materials and documents proposed for each committee. Each Chair will then have an opportunity to review the list provided, and provide any additional input on additional necessary documents. – *completed by March 15, 2019*
3. Creation of Village Board intranet website – The Village Board section will be complete and available by the time Board members take office in April. *Completed by April 15th*
4. Creation of Committee/Commission/Board websites & orientation videos – The Committee, Commission & Board members section will be complete and disseminate to all Board, Committee and Commission members for the upcoming new terms. *Completed by April 30, 2019*

Attachments:

Attachment A – Draft Committee Orientation Program Outline

Attachment B – Draft Outline of New Intranet Site for each Committee/Commission/Board

Attachment A – Draft Committee Orientation Program Outline

**Note: Attached is a draft, additional relevant publications or documents may be added in working with Department Heads and Board/Committee/Commission Chairs*

Committee Orientation Program

1. (video) *Welcome Statement from Village President* – Welcome statement, thanking for service, providing an overview of the committee structure, how it works, their advisory relationship to the Village Board.
2. (video) *Agenda Management software/ Packet delivery instruction/overview* – This would be an overview on the timeline for delivery of packet materials each week. Additionally it will provide overview and instruction on using the Village’s agenda management software CivicClerk.
3. (video) *Surface pro instructional video*
4. (document) *Tablet usage policy*
5. (document) *WI League Article* – “Understanding and Complying with Open Meetings Law” by Clair Silverman Legal Counsel.
6. (document) *Public Records* – discussion on use of personal email address, retention requirements, and implications of using personal email address.

Village Board Orientation

1. *Welcome Statement (video)*
2. *Referral Guide (document)* – provides information on issues and their respective department referrals.
3. *Handbook for Village Board Members (document)*. Current manual topics include: General Housekeeping, staff and organizational structure, Resources, Village Ordinances, State Law (open meetings law, public records law, and village statutes), responsibilities and conduct, committee chairmanship, governance.
4. *Code of Ethics (document)*
5. *Parliamentary procedure at a glance (document)*
6. *Tablet usage policy (document)*

Attachment B – Draft Outline of New Intranet Site for each Committee/Commission/Board

1. Village Board

- a) Village Mission and Vision Statement (updated 07.26.18)
- b) Public Comment Policy (06.11.18)
- c) Village Strategic Plan (in progress)
- d) 2018/2019 Annual Goals & Objectives (08.2018)
- e) 2019 Budget (approved 11.26.18)

Additionally, the Village Board section would have a comprehensive listing of all of documents available to Committee and Commission members listed below.

2. Personnel Committee

- a) Village Mission and Vision Statement (updated 07.26.18)
- b) Public Comment Policy (06.11.18)
- c) Personnel Policy Manual (updated 12.10.18)
- d) Compensation and Benefits Manual (updated 10.08.18)

3. Community Development Authority

- a) Village Mission and Vision Statement (updated 07.26.18)
- b) Public Comment Policy (06.11.18)
- c) Outdoor Recreation and Open Space Plan (2013-2018) (update in progress)
- d) Comprehensive Plan (Updated 08.28.17)
- e) Downtown Strategic Market Analysis and Opportunities Assessment (01.2010)
- f) East side Neighborhood growth area plan (03.10.08)
- g) Residential Growth Management Plan (08.24.1998)
- h) TIF No. 3 Project Plan (08.09.04)
- i) TIF No. 3 Project Plan Amendment (01.10.08)
- j) TIF #3 District Boundary and Plan redevelopment district Plan (02.07.08)
- k) TIF No 4 Project Plan and Boundary Description (02.07.08)
- l) TIF No. 4 District boundary and project plan redevelopment district No. 2 (07.12.10)
- m) TIF #5 Project Plan (12.11.2017)
- n) TIF #5 Design guidelines(12.11.2017)
- o) Terminal and Triangle District Plan (09.08.05)
- p) Urso/Schuetz Master Plan (2017)
- q) McDaniel Park Master Plan (2017)
- r) Village Center Master Plan (09.30.1999)
- s) Public Comment Policy (06.11.18)

4. Volunteer Committee

- a) Public Comment Policy (06.11.18)

5. Public Works

- a) Federal Manual on Uniform Traffic Control Devices
- b) Recycling Compliance Assurance Plan (01.08.2018)
- c) Public Comment Policy (06.11.18)

6. *Public Safety Committee*

- a) Public Comment Policy (06.11.18)
- a) Operator's License Approval Policy
- b) Public Safety Analysis (in progress)

7. *Plan Commission*

- a) Comprehensive Plan (Updated 08.28.17)
- b) Outdoor Recreation and Open Space Plan (2013-2018) (update in progress)
- c) Link to Village Zoning Ordinances

8. *Public Utilities Commission*

- a) Sanitary Sewer backup manual (in progress)

9. *Senior Outreach Service Committee*

- a) Public Comment Policy (06.11.18)

10. *Parks, Recreation, and Natural Resources Committee*

- a) Public Comment Policy (06.11.18)
- b) Policy on expenditure of parks capital projects fund revenues
- c) Outdoor Recreation and Open Space Plan (2013-2018) (update in works)
- d) Urso/Schuetz Master Plan
- e) McDaniel Park Master Plan
- f) Village Center Master Plan (09.30.1999)
- g) Parks Naming Policy

11. *Communications and Technology Committee*

- a) Public Comment Policy (06.11.18)
- b) Communications Plan (in progress)

12. *Finance Committee*

- a) Public Comment Policy (06.11.18)
- b) Accounting and Audit Policy (02.13.12)
- c) Budget Development Policy (adopted 08.27.12)
- d) Debt Management Policy (adopted 10.10.11)
- e) Fund Balance Policy (updated 02.25.15)
- f) Investment Policy (updated 06.25.18)
- g) Policy on Capitalization of Fixed Assets (adopted 02.13.12)
- h) Policy on Expenditure of Parks Capital Projects Fund Revenues(adopted 06.10.13)
- i) Policy on interfund advances (adopted 08.27.12)
- j) Collection of delinquent personal property and write off procedure (adopted 08.29.12)
- k) Purchasing Policies and Procedures (updated 12.10.18)
- l) Revenue Policy (adopted 10.10.11)
- m) Vehicle Replacement Policy (adopted 09.14.15)

- n) Annual Financial Audit Documents (2017 audit accepted 05.29.18)

13. *Emergency Management Committee*

14. *Board of Zoning Appeals*

- a) Zoning Board Handbook

15. *Ethics Board*

- a) Link to Village Ethics Code
- b) Additional handouts

16. *Landmarks Commission*

- a) Historic McFarland – a walking tour (identification of historic properities)
- b) Certified Local Government Application

17. *Police and Fire Commission*

- a) Police & Fire Commission Handbook

18. *Board of Review*

- a) Guide for Board of Review members (Wisconsin Dept of Revenue annual publication)
- b) Property Assessment Appeal Guide (Wisconsin Dept of Revenue annual publication)
- c) Link to WI DOR Resources page for Board of Review Members
- d) Village Board of Review Meeting procedures Packet



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, February 25, 2019

SECTION: Business

DEPARTMENT: Fire/EMS

CONTACT: Matt Schuenke, Village Administrator, Chris Dennis, Chief

AGENDA ITEM: Discussion and action regarding an EMS Clinical and Field Internship Affiliation Agreement between the School of Human & Protective Services (MATC) and McFarland Fire and Rescue (Village).

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The Fire and Rescue Department has hosted a clinical site for MATC for several years. It allows for the part-time staff within the Department the ability to perform clinical time here. The previous contract has expired and the new one enclosed is proposed for three years. The Village Attorney has reviewed with the Chief and finds the document acceptable.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. EMS Clinical Field Agreement 2019F

Madison Area Technical College

School of Human & Protective Services

EMS Clinical & Field Internship Affiliation Agreement

This agreement dated the _____ day of _____, by and between MADISON AREA TECHNICAL COLLEGE, a technical college established under Chapter 38, Wisconsin State Statutes, with an address of 1701 Wright Street, Madison, WI 53704 (hereinafter called "the College") and

_____, located at _____
(hereinafter called "the Cooperating Agency")

WHEREAS, the College maintains programs of education in Emergency Medical Services (EMS) and is desirous of providing its students enrolled therein with practical experience relating to the course of study as part of such students' curriculum ; and

WHEREAS, the Cooperating Agency is desirous to collaborate with the College in providing such experience to the College's EMS students, pursuant to the terms and conditions hereof;

THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. Both parties agree that:

- A. They shall establish a channel of communication for the purpose of continuing feedback. Both parties shall designate an individual to act as a conduit for the facilitation of said communication.
- B. They shall provide evidence of non-discriminating with respect to race, religion, sex, creed, disability, or natural origin by ongoing practice.
- C. Either party shall have the right, for good cause shown, to dismiss a participant from the clinical or field rotation portion of the EMS training program.
- D. Students shall not be used in lieu of professional or non-professional staff.
- E. They will require students and faculty to exercise confidentiality with regard to all patient and staff information gained during clinical experience.
- F. The Cooperating Agency retains responsibility for the care and welfare of their patients under the organization's normal management structure.
- G. The College EMS Program Director or designee reserves the right to participate and/or monitor students in clinical/field experiences.

The College and Cooperating Agency agree that:

II. The College Shall:

- A. Assume full responsibility for planning and execution of the educational phase of the EMS training program.
- B. Be responsible for the planning, implementation and administration of the curriculum.
- C. Maintain, at no cost to the Cooperating Agency, general and professional liability

insurance covering the College as an entity and each of its employees, students, and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Evidence of such insurance will be provided to the Cooperating Agency upon request.

- D. Identify students by name to the Cooperating Agency prior to the scheduled clinical or field rotations.
- E. Ensure that each student will have had appropriate training in blood borne pathogens and infection control according to OSHA standards, prior to beginning contact with patients. Students will be advised as to the value of maintaining current elective immunization status and will be required to demonstrate evidence of current mandatory immunization status, including a history of communicable diseases, proof of all updated immunizations, and current TB test as required by the College for participation in the EMS Programs. The College agrees to have on file, a completed physical exam for each student prior to the student beginning the clinical or field experience.
- F. Provide preceptor orientation materials to the Cooperating Agency, as well as provide guidelines for preceptor selection. The College shall have the right to select and approve all individual preceptors.

III. The Cooperating Agency Shall:

- A. Designate a lead person for the responsibility of coordinating and directing the students' clinical or field experience. This individual shall be involved in the planning with the College's EMS Program Director or their approved designee(s).
- B. Ensure that all preceptors related to the training and directing of students strictly adhere to section 110.51 of the Wisconsin Statutes.
- C. Provide the EMS Training Program administrative department with a current list of designated preceptors.
- D. Make available, as feasible, clinical or field resources and related experiences of the educational program of students of the EMS training program. This will be done in coordination with other programs requiring coming clinical resources.
- E. Provide a thorough orientation to the clinical and/or field environment.
- F. Review and become familiar with the clinical/field evaluation forms and guidelines for the clinical or field experience.
- G. Agree that neither the presence of students, preceptors, clinical instructors, nor any provision of this Agreement shall be interpreted to limit or shift the Cooperating Agency's responsibility, if any, for the care and welfare of its clients/employees.
- H. Carry the usual general liability insurance.
- I. Provide preceptors who agree to fairly evaluate each student during the clinical or field experience.
- J. Not be responsible for the lost or damaged property of the student.

IV. Each Party agrees that students enrolled in the EMS Program are not employees of either party hereto and shall be personally responsible for any medical/hospital expenses which may

arise out of their participation in the EMS Program.

- V. During the term of this agreement and thereafter, Cooperating Agency and College, and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement. Such information includes, but is not limited to patient records and peer review; the terms of this Agreement; and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.
- VI. Each Party, including but not limited to situations involving joint liability, shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. It is not the intent of the Parties to impose liability beyond that imposed by State Statutes. The obligations of a Party under this paragraph shall survive the expiration or termination of this Agreement.
- VII. This agreement shall be in effect from the date of full execution and shall continue for a term of three (3) years. This agreement may be terminated in writing by either party, however if terminated by the Cooperating Agency, the effective date of termination shall match with the end of the current school term as to not interfere with the students' clinical/practicum experience and programming

Madison Area Technical College
School of Human & Protective Services
EMS Clinical & Field Internship Affiliation Agreement

Signature Page

MADISON AREA TECHNICAL COLLEGE

Cooperating Agency (Name of Agency)

Signature

Signature

Name

Name

Title

Title

Date

Date

Signature

Signature

Name

Name

EMS Program Director

Title

Title

Date

Date