

Monday, March 25, 2019

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) Bird Festival - April 13, 2019 - Lewis Park
 - 2) Yard Waste & Brush Drop off Site is Open
 - 3) April 2, 2019 - Spring Election - 7 a.m. to 8 p.m.
 - b. Public Communications
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the March 11, 2019 Village Board meeting.
 - b. Motion to approve the minutes of the March 18, 2019 meeting.
 - c. Motion to approve pre-paid checks #74012-74024 in the amount of \$3,061.59 and current checks #74025-74119 in the amount of \$168,858.25.
 - d. Motion to approve the 2017 and 2018 Annual Reports to comply with requirements of our Municipal Separate Storm Sewer System (MS4) Permit with the Wisconsin DNR.
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.
6. BUSINESS.
 - a. Finance Committee (Trustee Lytle & Clow)
 - 1) Discussion and action regarding Ordinance 2019-05: an ordinance to create a fee for requests to amend the Comprehensive Plan.

- 2) Discussion and action regarding Ordinance #2019-06: an ordinance to amend the language establishing the fee for requests for statement of real property status.
 - 3) Discussion and action regarding Ordinance #2019-07: an ordinance amending the current fee schedule contained within Appendix A of the Village Code of Ordinances.
- b. Parks, Recreation, and Natural Resources Committee (Trustees Kolk & O'Hearn)
- 1) Discussion and action regarding the acceptance of the Aquatics Feasibility Study.
- c. Public Safety Committee (Trustees Adrian & Clow)
- 1) Discussion and action on an application for Tourist Rooming House License for Elisabeth Pentony for the property located at 4711 Yahara Drive for the period ending June 30, 2019.
 - 2) Discussion and action regarding Ordinance 2019-04: an ordinance modifying certain parking restrictions.
 - 3) Discussion and action on the operator's license for Dion Bennett for the period ending June 30, 2019.
- d. Public Utilities Committee (Trustees Lytle & Brassington)
Public Works Committee (Trustees Clow & Adrian)
- 1) Discussion and action regarding the award of contract for the 2019 Water Main and Street Improvements.
- e. Public Works Committee (Trustees Clow & Adrian)
- 1) Discussion and action regarding the award of contract for the 2019 Street Maintenance.
- f. Discussion and action on Resolution 2019-08: a resolution ratifying and approving a purchase agreement for property located at 3234 County Highway AB, McFarland, WI.
- g. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

7. 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 OF MCFARLAND

Village Board Minutes

Monday, March 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, Clerk/Treasurer Cassandra Suettinger, Police Chief Craig Sherven, Community Development Director Pauline Boness, Public Works Director James Hessling, and Fire/EMS Director Chris Dennis.

3. PROCLAMATION

- a. A proclamation designating the last Friday in April to be Arbor Day in McFarland*
President Brad Czebotar proclaimed the last Friday in April to be Arbor Day in McFarland.

4. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

- a. Public Announcements*
- 1) Village Candidate Forum - March 16th*
- 2) In-Office Absentee Voting Begins March 11th*
- b. Public Communications*

5. CONSENT AGENDA.

- a. Motion to approve the minutes of the February 25, 2019 Village Board meeting.*
- b. Motion to approve pre-paid checks #73921-73930 in the amount of \$20,729.39 and current checks #73931-74011 in the amount of \$93,036.41.*

c. Motion to approve the alcohol beverage operator's licenses for Paula Clements (Spartan Bowl), Collin Corcoran (Spartan Bowl), Jeremy Rosemeyer (Monumental Enterprises) and Yvonne Schwartz (Loeder Oil) for the period ending June 30, 2019.

d. Motion to approve Resolution 2019-07 acknowledging International Migratory Bird Day.

Motion by Village President Brad Czebotar, second by Village Trustee Carolyn Clow, to approve the consent agenda as presented with the changes provided to item 5a.

Motion carries 7 - 0 - 0 by acclamation.

6. 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.

Brian Spanos, representative of Lakestone Properties, spoke in favor of the Village selecting Lakestone Properties proposal for the Farwell St. redevelopment project. He additionally expressed his excitement to work with the Village on bringing the project forward

7. BUSINESS.

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

1) Discussion and action regarding the selection of a proposal for the Farwell Street Property Redevelopment project located at and around 4719 Farwell Street.

Trustee O'Hearn reported on the review by the Community Development Authority and the recommendation to select Lakestone Properties as the developer on the Farwell Street redevelopment project.

Community Development Director Pauline Bonness reported the proposals submitted are only conceptual, and the Village will need to continue to work with the selected developer to work through the details of the project.

Motion by Village Trustee Shaun O'Hearn, second by Village Trustee Stephanie Brassington, to approve selecting Lakestone as the developer to move forward with on the Farwell Street Property Redevelopment project located at and around 4719 Farwell Street. Motion carries 6 - 0 - 1 by acclamation with Clow voting nay.

2) Discussion and action regarding Resolution #05-2019: a resolution approving an amendment to Redevelopment District No. 1 Boundary and Project Plan within Tax Increment District #3 revising the land use designation for 4703 Terminal Drive from Industrial to Mixed Use Commercial/Residential.

Village Administrator Schuenke provided an overview of the proposal to change the redevelopment District No. 1 boundary and project plan within Tax Increment District #3. Parcels 52 and 53 need to be moved from an Industrial designation to Mixed Use Commercial, to allow for the phase 1 proposed residential use.

Trustee O'Hearn reported on the review of the Community Development Authority and the recommendation for approval. Additionally a current CDA member was on the committee back when TIF #3 was created, and confirmed they had always intended for the land south of the creek to be mixed use, and the amendment is in line with what was originally intended.

Community Development Director Bonness reported the proposed resolution should be contingent upon the approval of changing the comprehensive plan.

Motion by President Czebotar, second by Trustee Shaun O'Hearn, to postpone the resolution until the Plan Commission has had an opportunity to review the proposed comprehensive plan amendment to change the land use designation and make a recommendation to the Village Board. Motion carries by acclamation 7 - 0 - 0.

3) Discussion and action regarding acceptance of the Lodging Market Feasibility Study/Analysis.

Village Administrator Schuenke provided an overview of the lodging market feasibility study/analysis. He highlighted the study/analysis was favorable to there being a need for a lodging facility in the Village. While the Village did not rate highly on the type of jobs to support a hotel; other factors such as events made up for those limitations. The study/analysis is a tool to utilize should a project of this nature come forward. The plan could also potentially be used solicit developer's to bring a project of this nature to McFarland.

Motion by Village Trustee Shaun O'Hearn, second by Village Trustee Stephanie Brassington, to accept the Lodging Market Feasibility Study/Analysis.

Motion by Trustee Carolyn Clow, second by Trustee Shaun O'Hearn, to amend the motion to provide that page one of the study be updated to include the Village's brand and logo. Motion to accept amendment to the motion carries 7 - 0 - 0 by acclamation. Updated motion carries 7 - 0 - 0 by acclamation.

b. Finance Committee (Trustee Lytle & Clow)

1) Discussion and action regarding the Capital Improvement Plan for 2019-2023.

Village Administrator Schuenke provided an overview of the plan and reported that the Capital Improvement plan does not commit the Village Board to these projects; it provides a road map known capital improvement needs. The actual expenditures are subject to Board approval annually as part of the budget process.

Motion by Village Trustee Mary Pat Lytle, second by Village Trustee Carolyn Clow, to approve the Capital Improvement Plan for 2019-2023. Motion carries 7 - 0 - 0 by acclamation.

c. Personnel Committee (President Czebotar & Trustee Kolk)
Public Works Committee (Trustee Klow & Adrian)

1) Discussion and action regarding the position description, classification, and approval to fill the vacancies for the Public Works Seasonal Crewperson position within the Public Works Department.

Motion by Village President Brad Czebotar, second by Village Trustee Shaun O'Hearn to approve the position description, classification of pay range 3, and approval to fill the vacancies for the Public Works Seasonal Crewperson position within the Public Works Department. Motion carries 7 - 0 - 0 by acclamation.

d. Personnel Committee (President Czebotar & Trustee Kolk)

1) Discussion and action regarding revisions to the position description and status for the Clerk III position within the Community Development Department.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve revisions to the position description and status for the Clerk III position within the Community Development Department. Motion carries 7 - 0 - 0 by acclamation.

e. Public Safety Committee (Trustees Adrian & Clow)

1) Discussion and action on Ordinance Amendment 2019-02: An Ordinance consolidating the process for issuing permits for events on public property and streets.

Village Administrator Schuenke provided an overview of the revisions to the ordinance since the last meeting based on the feedback from the Village Board. He highlighted the events permit would only pertain to events on public property that the public is invited to. Private events such as graduation parties and family reunions would not be subject to the ordinance. Additionally, the updated ordinance provides Village Board the ability to waive the event permit requirements.

The Board discussed the pros and cons of the proposed event permit. Overall, the Board felt it imperative that staff continue to monitor events and ensure the permitting process is not prohibitive to events. The process should be reviewed after a year to review any concerns with the ordinance.

Motion by Village Trustee Jerry Adrian, second by Village Trustee Carolyn Clow, to approve Ordinance Amendment 2019-02: An Ordinance consolidating the process for issuing permits for events on public property and streets. Motion carries 5- 0 - 2 by acclamation with Trustee Carolyn Clow and Trustee Shaun O'Hearn voting.

f. Discussion and action regarding the Organizational Chart for the Public Works Department.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve the organizational chart for the Public Works Department as revised, effective March 11, 2019. Motion carries 7 - 0 - 0 by acclamation.

g. Discussion and action to approve the filling of a vacancy of Assistant to the Public Works Director position within the Public Works Department.

Motion by Village President Brad Czebotar, second by Village Trustee Carolyn Clow, to approve the filling of a vacancy of Assistant to the Public Works Director position within the Public Works Department. Motion carries 7 - 0 - 0 by acclamation.

h. Discussion on 2019/2020 Board, Commission and Committee appointments

President Czebotar requested Committee Chairs poll their committee members interest in reappointment for the upcoming term. Committee Chairs should notify the Clerk/Treasurer of those who are willing to serve again and those who are not interested in reappointment. Trustee Kolk reported he will also be informing his committee members of the attendance requirements specified by Village Ordinance. Clerk/Treasurer Suettinger confirmed committee members may miss up to 4 meetings a year before they are removed.

i. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

Trustee Clow referred the issue of the concerns with the Creamery Road side walk/path to the Public Works Committee.

8. 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.

Motion by President Czebotar, second by Trustee O'Hearn, to approve convening 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. Motion carries 7 - 0 - 0 on a roll call vote with all voting aye.

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

Motion by President Czebotar, second by Trustee Lytle, to enter back into Open Session at 9:44 pm. Motion carries 7 - 0 - 0 by acclamation.

- c. Discussion and action to authorize the Village Administrator to negotiate for the purchase of lands for the development of a community park.

No action on this item

9. ADJOURNMENT.

Motion by Village Trustee Shaun O'Hearn, second by Village Trustee Jerry Adrian, to adjourn at 9:45 pm.

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 M. Suettinger
Village Clerk/Treasurer

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, March 18, 2019 - 6:00 PM

1. CALL TO ORDER.

Village President Czebotar called the special meeting of the McFarland Village Board to order at 6:00 pm in Conference R of the McFarland Municipal Center.

2. ATTENDANCE/ROLL CALL.

Village Board members present: Village President Brad Czebotar, Village Trustee Jerry Adrian, Stephanie Brassington, Carolyn Clow, Dan Kolk, Mary Pat Lytle, and Shaun O'Hearn (arrived at 6:06 pm).

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke.

3. PUBLIC APPEARANCES.

None.

4. 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.

A motion was made by President Czebotar, seconded by Trustee Clow, for the Village Board to convene into Closed Session at 6:01 pm 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. A roll call vote is required. Yes - Adrian, Brassington, Clow, Czebotar, Kolk, and Lytle. Motion carried 6 - 0.

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

Motion by President Czebotar, second by Trustee O'Hearn, and unanimously carried by the Village Board to enter back into Open Session at 6:27 pm. Motion carries 7 - 0 - 0 by acclamation.

- c. Discussion and action to authorize the Village Administrator to negotiate for the purchase of lands for the development of a community park.

Motion by Trustee Lytle, second by Trustee Brassington, and unanimously carried by the Village Board to authorize the Village Administrator to issue a counter-offer to purchase the property located at 3234 County Highway AB in an amount of \$812,500 and provide discretion to the Village Administrator to negotiate up to \$875,000 for acquisition. Motion carries 7-0-0 by acclamation.

5. ADJOURNMENT.

Motion by Trustee O'Hearn, second by Trustee Adrian, to adjourn at 6:29 pm.

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,
Matthew G. Schuenke
Village Administrator

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
03/19	03/15/2019	74012	161	CHASE LUMBER AND FUEL INC	FACILITY MAINTENANCE	373815	1	205-55110-242-000	27.35
03/19	03/15/2019	74012	161	CHASE LUMBER AND FUEL INC	FACILITY MAINTENANCE	373833	1	205-55110-242-000	6.69
Total 74012:									34.04
03/19	03/15/2019	74013	16247	CITY TREASURER	STORM WATER CHARGE	71006:MAR1	1	605-53440-530-000	19.73
Total 74013:									19.73
03/19	03/15/2019	74014	1989	CORPORATE BUSINESS SYSTE	ADMIN COPIERS	24373667	1	100-51420-240-000	190.54
03/19	03/15/2019	74014	1989	CORPORATE BUSINESS SYSTE	PW COPIER	24415620	1	600-53710-310-000	39.78
03/19	03/15/2019	74014	1989	CORPORATE BUSINESS SYSTE	PW COPIER	24415620	2	600-53610-310-000	39.79
03/19	03/15/2019	74014	1989	CORPORATE BUSINESS SYSTE	PW COPIER	24415620	3	605-53440-310-000	39.79
Total 74014:									309.90
03/19	03/15/2019	74015	247	DANE CO TREASURER	TAX OVERPAYMENT REFUND	031319	1	100-51420-210-000	14.42
Total 74015:									14.42
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169256P	1	100-53000-241-000	41.96
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169256P	2	600-53718-241-000	11.45
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169256P	3	600-53616-241-000	11.44
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169256P	4	605-53440-241-000	11.44
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169259P	1	100-53000-241-000	41.96
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169259P	2	600-53718-241-000	11.45
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169259P	3	600-53616-241-000	11.44
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8169259P	4	605-53440-241-000	11.44
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8170483P	1	100-53000-241-000	76.54
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8170483P	2	600-53718-241-000	20.88
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8170483P	3	600-53616-241-000	20.88
03/19	03/15/2019	74016	2121	LAKESIDE INTERNATIONAL LL	TRUCK PARTS	8170483P	4	605-53440-241-000	20.88
Total 74016:									291.76
03/19	03/15/2019	74017	667	MINNESOTA LIFE INS CO	LIFE INSURANCE	002832L-AP	1	100-2157	1,181.52

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 74017:									1,181.52
03/19	03/22/2019	74025	17095	ALA/BOOKLIST	JOURNAL SUBSCRIPTION	031919	1	205-55110-344-000	169.50
Total 74025:									169.50
03/19	03/22/2019	74026	30	ALLIANT ENERGY/WP&L	MUNICIPAL CENTER	031119	1	100-51600-220-000	3,568.49
03/19	03/22/2019	74026	30	ALLIANT ENERGY/WP&L	LIBRARY	031119	2	205-55110-220-000	2,079.53
03/19	03/22/2019	74026	30	ALLIANT ENERGY/WP&L	WELL #4	031119	3	600-53716-220-000	1,456.65
03/19	03/22/2019	74026	30	ALLIANT ENERGY/WP&L	LIFT #5	031119	4	600-53615-220-000	177.10
03/19	03/22/2019	74026	30	ALLIANT ENERGY/WP&L	SOCCER BUILDING	031119	5	100-55200-220-000	138.16
03/19	03/22/2019	74026	30	ALLIANT ENERGY/WP&L	HIDDEN FARM FLOOD LIGHT	031119	6	100-55200-220-000	28.44
Total 74026:									7,448.37
03/19	03/22/2019	74027	2216	ANDRES MEDICAL	FEB COLLECTIONS	245996	1	100-46230-000	1,092.23
Total 74027:									1,092.23
03/19	03/22/2019	74028	10	ARAMARK	MAT RENTAL	1640760713	1	205-55110-242-000	53.79
03/19	03/22/2019	74028	10	ARAMARK	MATS	1640765479	1	205-55110-242-000	55.79
Total 74028:									109.58
03/19	03/22/2019	74029	16979	AYRES ASSOCIATES	AQUATICS STUDY	179556	1	400-57140-211-000	11,295.00
Total 74029:									11,295.00
03/19	03/22/2019	74030	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034377971	1	205-55110-344-000	229.49
03/19	03/22/2019	74030	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034382335	1	205-55110-344-000	451.45
03/19	03/22/2019	74030	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034382568	1	205-55110-344-000	570.48
03/19	03/22/2019	74030	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034396061	1	205-55110-344-000	364.57
03/19	03/22/2019	74030	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034402075	1	205-55110-344-000	152.64
03/19	03/22/2019	74030	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034406177	1	205-55110-344-000	608.28
Total 74030:									2,376.91
03/19	03/22/2019	74031	16285	BATTERIES & BULBS	FIRE EXIT BATTERIES	P12638523	1	100-51600-242-000	15.35

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
03/19	03/22/2019	74031	16285	BATTERIES & BULBS	FIRE EXIT BATTERIES	P12638523	2	600-53616-242-000	4.19
03/19	03/22/2019	74031	16285	BATTERIES & BULBS	FIRE EXIT BATTERIES	P12638523	3	600-53716-242-000	4.18
03/19	03/22/2019	74031	16285	BATTERIES & BULBS	FIRE EXIT BATTERIES	P12638523	4	605-53440-242-000	4.18
Total 74031:									27.90
03/19	03/22/2019	74032	1266	BISBEE'S FLOORING CENTER	CONTROL ROOM CARPET REPAIR	206074	1	100-51600-242-000	904.20
Total 74032:									904.20
03/19	03/22/2019	74033	17097	BLACK STONE PUBLISHING	CD REPLACEMENT	1103276	1	205-55110-345-000	7.95
Total 74033:									7.95
03/19	03/22/2019	74034	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83129971	1	100-52200-340-000	69.12
03/19	03/22/2019	74034	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83136011	1	100-52200-340-000	210.00
03/19	03/22/2019	74034	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83139370	1	100-52200-340-000	268.36
03/19	03/22/2019	74034	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83140784	1	100-52200-340-000	216.15
Total 74034:									763.63
03/19	03/22/2019	74035	114	BP	PD FUEL	5565179821	1	100-52100-341-000	723.58
03/19	03/22/2019	74035	114	BP	PW FUEL	5565179821	2	600-53615-341-000	85.27
03/19	03/22/2019	74035	114	BP	PW FUEL	5565179821	3	600-53710-341-000	170.56
03/19	03/22/2019	74035	114	BP	PW FUEL	5565179821	4	600-53616-341-000	170.56
03/19	03/22/2019	74035	114	BP	PW FUEL	5565179821	5	600-53718-341-000	85.28
03/19	03/22/2019	74035	114	BP	PW FUEL	5565179821	6	605-53440-341-000	255.83
03/19	03/22/2019	74035	114	BP	PW FUEL	5565179821	7	100-53000-341-000	938.06
Total 74035:									2,429.14
03/19	03/22/2019	74036	17087	BURNS, LUIS	OVERPAYMENT ON CITATION	031219	1	100-45110-000	155.80
Total 74036:									155.80
03/19	03/22/2019	74037	16481	CAPITOL UNDERGROUND	WATER MAIN REPAIRS	0315-19	1	600-53718-822-101	3,222.75
Total 74037:									3,222.75

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
03/19	03/22/2019	74038	1909	CATERPILLAR FINANCIAL SER	END LOADER LEASE	19716601	1	400-57310-811-102	1,593.00
Total 74038:									1,593.00
03/19	03/22/2019	74039	150	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	RKJ9393	1	100-51420-810-000	132.60
Total 74039:									132.60
03/19	03/22/2019	74040	2097	CHOICE 1 HEALTH CARE SERV	EMS MEDICAL SUPPLIES	9475	1	100-52200-340-000	49.90
Total 74040:									49.90
03/19	03/22/2019	74041	175	CIVIC SYSTEMS LLC	PAYROLL SOFTWARE UPGRADE	030419	1	400-57120-210-000	4,950.00
Total 74041:									4,950.00
03/19	03/22/2019	74042	16288	CNA SURETY DIRECT BILL	COURT CLERK BOND	03012019	1	100-51200-390-000	50.00
Total 74042:									50.00
03/19	03/22/2019	74043	1989	CORPORATE BUSINESS SYSTE	COPIER LEASE	24426219	1	205-55110-240-000	142.30
Total 74043:									142.30
03/19	03/22/2019	74044	16315	CRAFT, ANTHONY	TRAINING (MILEAGE & MEAL)	AC022619	1	100-52100-331-000	95.74
Total 74044:									95.74
03/19	03/22/2019	74045	1780	DANE CO CONSOLIDATED FOO	VINYL GLOVES	82245	1	100-54600-340-000	19.09
Total 74045:									19.09
03/19	03/22/2019	74046	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - CAMBRIDGE	022819	1	100-2435	471.00
03/19	03/22/2019	74046	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - MCFARLAND	022819	2	100-2435	1,745.00
Total 74046:									2,216.00
03/19	03/22/2019	74047	247	DANE CO TREASURER	JAIL & SURCHARGES - FEB	154-030119	1	100-45110-000	889.15

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 74047:									889.15
03/19	03/22/2019	74048	281	DIGGERS HOTLINE INC	LOCATES SEWER	190 1 37601	1	600-53610-210-000	177.92
03/19	03/22/2019	74048	281	DIGGERS HOTLINE INC	LOCATES WATER	190 1 37601	2	600-53710-210-000	177.92
03/19	03/22/2019	74048	281	DIGGERS HOTLINE INC	LOCATES - WATER	190 2 37601	1	600-53710-210-000	100.37
03/19	03/22/2019	74048	281	DIGGERS HOTLINE INC	LOCATES SEWER	190 2 37601	2	600-53610-210-000	100.37
Total 74048:									556.58
03/19	03/22/2019	74049	318	EGS	LIFT #5 REPAIRS	811884	1	600-53615-240-000	414.20
Total 74049:									414.20
03/19	03/22/2019	74050	16746	EMBASSY CONTROLS	HVAC REPAIR	1304020	1	205-55110-242-000	529.45
03/19	03/22/2019	74050	16746	EMBASSY CONTROLS	HVAC REPAIR	1304522	1	205-55110-242-000	1,718.75
03/19	03/22/2019	74050	16746	EMBASSY CONTROLS	HVAC REPAIR	1304909	1	205-55110-242-000	343.75
Total 74050:									2,591.95
03/19	03/22/2019	74051	16937	ESO SOLUTIONS INC.	FIREHOUSE SOFTWARE SUPPORT	INV0001680	1	100-52200-320-000	1,490.00
Total 74051:									1,490.00
03/19	03/22/2019	74052	1955	FILE 13 E-WASTE SOLUTIONS	ELECTONICS DISPOSAL -PARKS	42813	1	205-55110-342-000	19.25
Total 74052:									19.25
03/19	03/22/2019	74053	390	GBR CORPORATION	MC ROOF REPAIR	DF1140	1	100-51600-242-000	223.56
03/19	03/22/2019	74053	390	GBR CORPORATION	MC ROOF REPAIR	DF1140	2	600-53616-242-000	60.97
03/19	03/22/2019	74053	390	GBR CORPORATION	MC ROOF REPAIR	DF1140	3	600-53716-242-000	60.97
03/19	03/22/2019	74053	390	GBR CORPORATION	MC ROOF REPAIR	DF1140	4	605-53440-242-000	60.97
Total 74053:									406.47
03/19	03/22/2019	74054	16876	G-PRO EXCAVATING LLC	2018 WATERMAIN & STREET IMP - MC129	12112018	1	400-57310-820-102	26,647.59
Total 74054:									26,647.59

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
03/19	03/22/2019	74055	17086	GRIFFIN, MEGAN	AMBULANCE FEES	080417	1	100-46230-000	795.24
Total 74055:									795.24
03/19	03/22/2019	74056	16968	HEARTLAND ECOLOGICAL GR	URSO/SCHUETZ WETLAND DELINEATION	20180124.02	1	400-57620-827-116	2,700.00
03/19	03/22/2019	74056	16968	HEARTLAND ECOLOGICAL GR	URSO/SCHUETZ WETLAND DELINEATION	20180124-02	1	400-57620-827-116	2,700.00
Total 74056:									5,400.00
03/19	03/22/2019	74057	17082	HOLLAND, MATT	OVERPAYMENT ON CITATION	MH022719	1	100-45130-000	15.00
Total 74057:									15.00
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	THISTLE SUBSCRIPTION	3011536-201	1	100-51420-320-000	39.00
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	VB MINUTES	4184-022819	1	100-51100-321-000	186.35
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - TID3 REDEVEL	4184-022819	2	100-51100-321-000	73.78
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - RCA TRUST CSM	4184-022819	3	100-51100-321-000	49.94
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - ORD 2019-03	4184-022819	4	100-51100-321-000	91.06
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - RCA TRUST DETAI	4184-022819	5	100-51100-321-000	25.05
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	AD FOR BIDS - STREET MAINTENANCE	4184-022819	6	100-51100-321-000	88.58
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	AD FOR BIDS - WATER MAIN & STREET IMP	4184-022819	7	100-51100-321-000	120.66
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	TYPE B NOTICE	4184-022819	8	100-51440-321-000	47.18
03/19	03/22/2019	74058	442	HOMETOWN NEWS LIMITED PA	AV TECH POSTING	4184-022819	9	100-51420-211-000	210.00
Total 74058:									931.60
03/19	03/22/2019	74059	1390	HOTSYS CLEANING SYSTEMS IN	PRESSURE WASHER REPAIR	0127931-IN	1	100-53000-340-000	194.89
03/19	03/22/2019	74059	1390	HOTSYS CLEANING SYSTEMS IN	PRESSURE WASHER REPAIR	0127931-IN	2	600-53716-340-000	53.15
03/19	03/22/2019	74059	1390	HOTSYS CLEANING SYSTEMS IN	PRESSURE WASHER REPAIR	0127931-IN	3	600-53616-340-000	53.15
03/19	03/22/2019	74059	1390	HOTSYS CLEANING SYSTEMS IN	PRESSURE WASHER REPAIR	0127931-IN	4	605-53440-340-000	53.15
Total 74059:									354.34
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	SHOP SUPPLIES	1101749	1	100-53000-340-000	10.63
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	SHOP SUPPLIES	1101749	2	600-53716-340-000	2.90
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	SHOP SUPPLIES	1101749	3	600-53616-340-000	2.90
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	SHOP SUPPLIES	1101749	4	605-53440-340-000	2.89
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1102326	1	100-53000-241-000	44.73
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1102326	2	600-53718-241-000	12.19

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
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1102326	3	600-53616-241-000	12.20
03/19	03/22/2019	74060	1904	HUMPHREY SERVICE PARTS I	VEHICLE PARTS	1102326	4	605-53440-241-000	12.20
Total 74060:									100.64
03/19	03/22/2019	74061	464	INSTY PRINTS - MONONA	OFFICE SUPPLIES	214506	1	100-52100-310-000	104.50
Total 74061:									104.50
03/19	03/22/2019	74062	476	JEFFERSON FIRE & SAFETY IN	EQUIPMENT MAINTENANCE	IN103535	1	100-52200-240-000	198.43
03/19	03/22/2019	74062	476	JEFFERSON FIRE & SAFETY IN	BUNKER BOOT	IN103538	1	100-52200-343-000	299.00
Total 74062:									497.43
03/19	03/22/2019	74063	478	JENSEN EQUIPMENT CO INC	PW TOOL REPAIR	J-634026	1	100-53000-240-000	53.70
03/19	03/22/2019	74063	478	JENSEN EQUIPMENT CO INC	PW TOOL REPAIR	J-634026	2	600-53716-340-000	14.64
03/19	03/22/2019	74063	478	JENSEN EQUIPMENT CO INC	PW TOOL REPAIR	J-634026	3	600-53616-340-000	14.65
03/19	03/22/2019	74063	478	JENSEN EQUIPMENT CO INC	PW TOOL REPAIR	J-634026	4	605-53440-340-000	14.65
03/19	03/22/2019	74063	478	JENSEN EQUIPMENT CO INC	AIR COMP FOR PARK LAYUP	J-634870	1	100-55200-340-000	45.00
Total 74063:									142.64
03/19	03/22/2019	74064	345	JFTCO, INC	EQUIPMENT PARTS	C219531	1	100-53000-241-000	58.08
03/19	03/22/2019	74064	345	JFTCO, INC	EQUIPMENT PARTS	C219531	2	600-53718-241-000	15.84
03/19	03/22/2019	74064	345	JFTCO, INC	EQUIPMENT PARTS	C219531	3	600-53616-241-000	15.84
03/19	03/22/2019	74064	345	JFTCO, INC	EQUIPMENT PARTS	C219531	4	605-53440-241-000	15.84
Total 74064:									105.60
03/19	03/22/2019	74065	505	KLEMENTZ, MICHAEL	UNIFORM ALLOW - KLEMENTZ	MK030319	1	100-52100-142-000	100.15
Total 74065:									100.15
03/19	03/22/2019	74066	16491	KUSSMAUL ELECTRONICS	REPAIR	0000142518	1	100-52200-241-000	360.42
Total 74066:									360.42
03/19	03/22/2019	74067	516	KWIK TRIP INC	PD FUEL	00176007-03	1	100-52100-341-000	771.38

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 74067:									771.38
03/19	03/22/2019	74068	531	LARK UNIFORM OUTFITTERS	ONKEN UNIFORM ALLOWANCE	284112	1	100-52100-142-000	16.95
03/19	03/22/2019	74068	531	LARK UNIFORM OUTFITTERS	JOB-UNIFORM ALLOWANCE	284594	1	100-52100-142-000	36.95
03/19	03/22/2019	74068	531	LARK UNIFORM OUTFITTERS	SCHROECKENTHALER UNIFORM ALLOW	284813	1	100-52100-142-000	164.95
Total 74068:									218.85
03/19	03/22/2019	74069	765	LEGAL SHIELD	LEGAL SHIELD	0108629-MA	1	100-2156	240.25
Total 74069:									240.25
03/19	03/22/2019	74070	16712	LIFE-ASSIST, INC	EMS MEDICAL SUPPLIES	892937	1	100-52200-340-000	540.65
03/19	03/22/2019	74070	16712	LIFE-ASSIST, INC	MED SUPPLIES	899373	1	100-52200-340-000	102.50
Total 74070:									438.15
03/19	03/22/2019	74071	2237	MADISON COLLEGE	TUITION AND FEES	CORP00000	1	100-52200-290-000	1,729.00
Total 74071:									1,729.00
03/19	03/22/2019	74072	16805	MAHSEM, JOSEPH	OVERPAYMENT ON CITATION	031219	1	100-45110-000	523.00
Total 74072:									523.00
03/19	03/22/2019	74073	600	MAURER, JOSEPH	MAUER UNIFORM ALLOWANCE	JM030419	1	100-52100-142-000	42.18
Total 74073:									42.18
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	LIBRARY SUPPLIES	95094-02281	1	205-55110-242-000	48.78
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	BRAKE FLUID	95094-02281	2	100-52200-341-000	5.84
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	BATTERY	95094-02281	3	100-52200-240-000	205.00
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	HANDLE SPRAYER	95094-02281	4	100-52200-340-000	3.41
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	FAST MELT	95094-02281	5	100-52200-242-000	32.38
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	COMMTECH ITEMS	95094-02281	6	100-51600-242-000	14.19
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	LIFT STATIONS	95094-02281	7	600-53616-242-000	100.95
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	YOUTH CENTER	95094-02281	8	100-51600-242-000	3.40
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	PARKS	95094-02281	9	100-55200-340-000	36.86

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
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	WATER	95094-02281	10	600-53716-340-000	67.33
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	FACILITY REPAIRS	95094-02281	11	100-51600-242-000	2.12
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	FACILITY REPAIRS	95094-02281	12	600-53616-242-000	.58
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	FACILITY REPAIRS	95094-02281	13	600-53716-242-000	.58
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	FACILITY REPAIRS	95094-02281	14	605-53440-242-000	.58
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	PW SHOP	95094-02281	15	100-53000-340-000	95.58
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	PW SHOP	95094-02281	16	600-53716-340-000	26.06
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	PW SHOP	95094-02281	17	600-53616-340-000	26.06
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	PW SHOP	95094-02281	18	605-53440-340-000	26.06
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-02281	19	100-53000-241-000	21.90
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-02281	20	600-53718-241-000	5.98
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-02281	21	600-53616-241-000	5.98
03/19	03/22/2019	74074	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-02281	22	605-53440-241-000	5.98
Total 74074:									735.60
03/19	03/22/2019	74075	634	MENARDS - MONONA	LIFT #5 PARTS	67327	1	600-53616-242-000	502.89
03/19	03/22/2019	74075	634	MENARDS - MONONA	LIFT #5 PARTS	68993	1	600-53616-242-000	98.56
03/19	03/22/2019	74075	634	MENARDS - MONONA	FACILITY MAINTENANCE	70318	1	100-51600-242-000	70.96
03/19	03/22/2019	74075	634	MENARDS - MONONA	BUILDING SUPPLIES	70365	1	100-51600-242-000	24.98
03/19	03/22/2019	74075	634	MENARDS - MONONA	PW SHOP	70369	1	100-53000-340-000	46.88
03/19	03/22/2019	74075	634	MENARDS - MONONA	PW SHOP	70369	2	605-53440-241-000	12.78
03/19	03/22/2019	74075	634	MENARDS - MONONA	PW SHOP	70369	3	600-53718-241-000	12.78
03/19	03/22/2019	74075	634	MENARDS - MONONA	PW SHOP	70369	4	600-53616-241-000	12.78
03/19	03/22/2019	74075	634	MENARDS - MONONA	BUILDING SUPPLIES	70502	1	100-51600-242-000	28.46
03/19	03/22/2019	74075	634	MENARDS - MONONA	PARK SUPPLIES	70866	1	100-55200-242-000	84.88
Total 74075:									845.99
03/19	03/22/2019	74076	640	MGE	STREET LIGHTS	11299443-03	1	100-53000-291-000	733.72
Total 74076:									733.72
03/19	03/22/2019	74077	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	759823	1	205-55110-345-000	40.00
03/19	03/22/2019	74077	2058	MICROMARKETING LLC	CD REPLACEMENT	761029	1	205-55110-345-000	8.50
Total 74077:									48.50
03/19	03/22/2019	74078	4	MIDDLETON FORD	FORD F550 MAINTENANCE	365564	1	100-52200-241-000	309.15

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 74078:									309.15
03/19	03/22/2019	74079	16509	MIDWEST TAPE	JUVENILE DVD	97076521	1	205-55110-345-000	22.49
Total 74079:									22.49
03/19	03/22/2019	74080	1976	MURPHY DESMOND SC	GENERAL LEGAL	8076574	1	100-51300-210-101	63.00
03/19	03/22/2019	74080	1976	MURPHY DESMOND SC	PROSECUTION	8076611	1	100-51300-210-102	1,911.50
Total 74080:									1,974.50
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648812	1	100-53000-241-000	4.62
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648812	2	600-53718-241-000	1.26
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648812	3	600-53616-241-000	1.26
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648812	4	605-53440-241-000	1.26
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648821	1	100-53000-241-000	79.40
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648821	2	600-53718-241-000	21.66
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648821	3	600-53616-241-000	21.66
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648821	4	605-53440-241-000	21.65
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648872	1	100-53000-241-000	5.50-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648872	2	600-53718-241-000	1.50-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648872	3	600-53616-241-000	1.50-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	648872	4	605-53440-241-000	1.50-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649625	1	100-53000-241-000	44.84
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649625	2	600-53718-241-000	12.23
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649625	3	600-53616-241-000	12.23
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649625	4	605-53440-241-000	12.23
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649636	1	100-53000-241-000	99.69
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649636	2	600-53718-241-000	27.19
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649636	3	600-53616-241-000	27.19
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649636	4	605-53440-241-000	27.18
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	CORE DEPOSIT REFUND	649736	1	100-53000-241-000	36.30-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	CORE DEPOSIT REFUND	649736	2	600-53718-241-000	9.90-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	CORE DEPOSIT REFUND	649736	3	600-53616-241-000	9.90-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	CORE DEPOSIT REFUND	649736	4	605-53440-241-000	9.90-
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649832	1	100-53000-241-000	36.38
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649832	2	600-53718-241-000	9.92
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649832	3	600-53616-241-000	9.92

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
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	649832	4	605-53440-241-000	9.92
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	650761	1	100-53000-241-000	7.42
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	650761	2	600-53718-241-000	2.03
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	650761	3	600-53616-241-000	2.03
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	650761	4	605-53440-241-000	2.02
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651373	1	100-53000-241-000	15.68
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651373	2	600-53718-241-000	4.28
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651373	3	600-53616-241-000	4.28
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651373	4	605-53440-241-000	4.28
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651374	1	100-53000-241-000	5.48
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651374	2	600-53718-241-000	1.49
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651374	3	600-53616-241-000	1.50
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651374	4	605-53440-241-000	1.50
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651375	1	100-53000-241-000	20.43
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651375	2	600-53718-241-000	5.57
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651375	3	600-53616-241-000	5.57
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	VEHICLE PARTS	651375	4	605-53440-241-000	5.57
03/19	03/22/2019	74081	1896	NAPA AUTO PARTS	M8 FILTERS	653204	1	100-52100-241-000	37.85
Total 74081:									532.67
03/19	03/22/2019	74082	2082	NASSCO INC	NASSCO (TOWELS, LINERS AND TISSUE)	S2446945.00	1	100-51600-242-000	107.68
03/19	03/22/2019	74082	2082	NASSCO INC	CLEANING SUPPLIES	S2449985.00	1	100-51600-242-000	92.20
Total 74082:									199.88
03/19	03/22/2019	74083	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	537215	1	100-53000-241-000	35.72
03/19	03/22/2019	74083	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	537215	2	600-53718-241-000	9.74
03/19	03/22/2019	74083	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	537215	3	600-53616-241-000	9.74
03/19	03/22/2019	74083	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	537215	4	605-53440-241-000	9.74
Total 74083:									64.94
03/19	03/22/2019	74084	2066	PELLITTERI WASTE SYSTEMS	MARCH RECYCLING	378854	1	610-53620-213-000	13,620.60
03/19	03/22/2019	74084	2066	PELLITTERI WASTE SYSTEMS	MARCH TRASH	378854	2	610-53620-212-000	20,242.20
03/19	03/22/2019	74084	2066	PELLITTERI WASTE SYSTEMS	PD SHRED	378854	3	100-52100-340-000	37.85
03/19	03/22/2019	74084	2066	PELLITTERI WASTE SYSTEMS	FIRE/EMS SHRED	378854	4	100-52200-340-000	12.02
03/19	03/22/2019	74084	2066	PELLITTERI WASTE SYSTEMS	ADMIN SHRED	378854	5	100-51420-310-000	25.84

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 74084:									33,938.51
03/19	03/22/2019	74085	16986	PIEPER ELECTRIC, INC	BRANDT PARK LIGHTING - PMT#2 MC126	031419	1	400-57620-827-103	18,216.00
Total 74085:									18,216.00
03/19	03/22/2019	74086	2229	PRECISION LIFT AND EQUIPME	LIFT INSPECTION	128281	1	100-53000-242-000	137.50
03/19	03/22/2019	74086	2229	PRECISION LIFT AND EQUIPME	LIFT INSPECTION	128281	2	600-53616-242-000	37.50
03/19	03/22/2019	74086	2229	PRECISION LIFT AND EQUIPME	LIFT INSPECTION	128281	3	600-53716-242-000	37.50
03/19	03/22/2019	74086	2229	PRECISION LIFT AND EQUIPME	LIFT INSPECTION	128281	4	605-53440-242-000	37.50
Total 74086:									250.00
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	PW PEST CONTROL	401569	1	600-53616-340-000	5.85
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	PW PEST CONTROL	401569	2	600-53710-210-000	5.85
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	PW PEST CONTROL	401569	3	605-53440-210-000	5.85
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	PW PEST CONTROL	401569	4	100-53000-240-000	21.45
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	MC PEST CONTROL	401570	1	100-51600-340-000	25.30
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	MC PEST CONTROL	401570	2	600-53710-210-000	6.90
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	MC PEST CONTROL	401570	3	600-53610-210-000	6.90
03/19	03/22/2019	74087	1245	PROFESSIONAL PEST CONTR	MC PEST CONTROL	401570	4	605-53440-210-000	6.90
Total 74087:									85.00
03/19	03/22/2019	74088	800	RELIANT FIRE APPARATUS INC	FD VEHICLE MAINT	119-21085	1	100-52200-241-000	78.38
Total 74088:									78.38
03/19	03/22/2019	74089	802	RENNERT'S FIRE EQUIP SRV IN	E1 REPAIRS	40449	1	100-52200-241-000	105.90
Total 74089:									105.90
03/19	03/22/2019	74090	9137	RICOH USA INC	RICOH COPIER EXTRA	5056032551	1	100-52100-240-000	16.26
Total 74090:									16.26
03/19	03/22/2019	74091	17093	RODRIGUEZ, LEONARDO	OVERPAYMENT ON CITATION	031919	1	100-45110-000	265.80

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 74091:									265.80
03/19	03/22/2019	74092	16268	SCHROECKENTHALER, MATTH	MILEAGE AND MEALS - TRAINING	MS022819	1	100-52100-331-000	108.66
Total 74092:									108.66
03/19	03/22/2019	74093	2110	SECOND TO NONE INC	GANNON BUILDING CLEANING	MARCH2019	1	315-56700-242-000	360.00
Total 74093:									360.00
03/19	03/22/2019	74094	17088	SILVERS, ROSS	OVERPAYMENT ON CITATION	031219	1	100-45110-000	101.55
Total 74094:									101.55
03/19	03/22/2019	74095	879	SOUTH CENTRAL LIBRARY SY	FLIPSTER	19-107	1	205-55110-342-000	3,734.00
Total 74095:									3,734.00
03/19	03/22/2019	74096	1165	SPRANG, SARA	NUTRITION MILEAGE	SS022819	1	100-54600-141-000	18.56
03/19	03/22/2019	74096	1165	SPRANG, SARA	CM MILEAGE	SS022819	2	100-54600-141-000	44.08
Total 74096:									62.64
03/19	03/22/2019	74097	1738	STATE OF WI TREASURER	MONTHLY COURT FEES - FEB	154-030119	1	100-45110-000	2,265.28
Total 74097:									2,265.28
03/19	03/22/2019	74098	14058	STEINIG TAL KENNEL LLC	K9 CERTIFICATION	1467	1	800-52100-210-000	950.00
Total 74098:									950.00
03/19	03/22/2019	74099	2042	THOMSON REUTERS	WEST INFORMATION CHARGES	839907797	1	100-52100-210-000	167.08
Total 74099:									167.08
03/19	03/22/2019	74100	16993	TIMBERLINE GENERAL CONTR	GANNON PROPERTY EXPENSES	874	1	315-56700-242-000	170.00

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
Total 74100:									170.00
03/19	03/22/2019	74101	16640	TOP PACK DEFENSE LLC	GRADY - UNIFORM ALLOWANCE	1906	1	100-52100-142-000	326.48
Total 74101:									326.48
03/19	03/22/2019	74102	958	TOWN & COUNTRY ENGINEER	MC129 - 2018 STREET/WATERMAIN IMP	19930	1	400-57310-820-102	281.25
03/19	03/22/2019	74102	958	TOWN & COUNTRY ENGINEER	PRELIM ENG - EXCHANGE ST	19931	1	400-57310-211-000	270.00
03/19	03/22/2019	74102	958	TOWN & COUNTRY ENGINEER	2019 ORCHARD HILL	19933	1	400-57620-827-116	3,225.00
03/19	03/22/2019	74102	958	TOWN & COUNTRY ENGINEER	2019 STREET & WATERMAIN IMPROVEMEN	19934	1	400-57310-821-000	8,880.90
03/19	03/22/2019	74102	958	TOWN & COUNTRY ENGINEER	2019 STREET MAINTENANCE	19935	1	400-57310-820-101	1,101.99
Total 74102:									13,759.14
03/19	03/22/2019	74103	17098	TRIPALIN, JOSEPH	DRONE TRAINING REIMBURSEMENT	020719	1	100-52500-331-000	150.00
Total 74103:									150.00
03/19	03/22/2019	74104	9140	TRITECH FORENSICS INC	EVIDENCE SUPPLY	169802	1	100-52100-340-000	57.50
Total 74104:									57.50
03/19	03/22/2019	74105	975	TV & RP UNIT	REGISTRATION SUSPENSION	022219	1	100-52100-210-000	35.00
03/19	03/22/2019	74105	975	TV & RP UNIT	REGISTRATION SUSPENSION	030619	1	100-52100-210-000	35.00
Total 74105:									70.00
03/19	03/22/2019	74106	1704	UNIQUE MANAGEMENT SERVI	COLLECTION SERVICE	500737	1	205-55110-210-000	17.90
Total 74106:									17.90
03/19	03/22/2019	74107	2270	UNITY POINT HEALTH	BLOODWORK	030519	1	100-52100-210-000	71.30
Total 74107:									71.30
03/19	03/22/2019	74108	17051	UW HEALTH - EEC	HEALTH CARE PROVIDER CARDS	8666	1	100-52200-331-000	15.00

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
Total 74108:									15.00
03/19	03/22/2019	74109	1011	VERIZON WIRELESS	MDC DATA	9825985929	1	100-52200-221-000	239.60
Total 74109:									239.60
03/19	03/22/2019	74110	2298	VIKING ELECTRIC SUPPLY	LIGHT REPAIR	S001977687.	1	205-55110-242-000	299.79
03/19	03/22/2019	74110	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S002416101.	1	100-51600-242-000	32.45
03/19	03/22/2019	74110	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S002416101.	2	600-53616-242-000	8.85
03/19	03/22/2019	74110	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S002416101.	3	600-53716-242-000	8.85
03/19	03/22/2019	74110	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S002416101.	4	605-53440-242-000	8.85
Total 74110:									358.79
03/19	03/22/2019	74111	1709	VON BRIESEN & ROPER S.C.	LABOR & PERSONNEL	11714	1	100-51300-210-103	357.50
Total 74111:									357.50
03/19	03/22/2019	74112	16947	WALLACE, BRYAN	WALLACE - UNIFORM ALLOWANCE	BW021919	1	100-52100-142-000	78.89
Total 74112:									78.89
03/19	03/22/2019	74113	16292	WCM TREASURER	WISCONSIN COMMUNITY MEDIA MEMBERS	486	1	200-55600-320-000	290.00
Total 74113:									290.00
03/19	03/22/2019	74114	1049	WI CHIEFS OF POLICE ASSN	2019 WPLF CONFERENCE - SHERVEN	2268	1	100-52100-331-000	50.00
Total 74114:									50.00
03/19	03/22/2019	74115	1091	WI STATE FIRECHIEFS ASSN	FIRE DUES AND SUBSCRIPTIONS	030819	1	100-52200-320-000	95.00
Total 74115:									95.00
03/19	03/22/2019	74116	17094	WOODWARD ENTERPRISES, L	SERVICE FEES	4144	1	100-51100-210-000	399.10
Total 74116:									399.10

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
03/19	03/22/2019	74117	17085	XIONG, ZONGSIA	OVERPAYMENT ON CITATION	030419	1	100-45130-000	15.00
Total 74117:									15.00
03/19	03/22/2019	74118	1128	ZARNOTH BRUSH WORKS INC	SWEEPER PARTS	0174125-IN	1	605-53440-240-000	50.00
03/19	03/22/2019	74118	1128	ZARNOTH BRUSH WORKS INC	SWEEPER PARTS	0174151-IN	1	605-53440-240-000	653.50
03/19	03/22/2019	74118	1128	ZARNOTH BRUSH WORKS INC	SWEEPER PARTS	0174157-IN	1	605-53440-240-000	48.73
Total 74118:									752.23
03/19	03/22/2019	74119	1011	VERIZON WIRELESS	PD CELL PHONES	9825985928	1	100-52100-221-000	275.17
Total 74119:									275.17
Grand Totals:									170,709.62

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-2120	169.28	32,238.72-	32,069.44-
100-2156	240.25	.00	240.25
100-2157	1,181.52	.00	1,181.52
100-2435	2,216.00	.00	2,216.00
100-45110-000	4,200.58	.00	4,200.58
100-45130-000	30.00	.00	30.00
100-46230-000	1,887.47	.00	1,887.47
100-51100-210-000	399.10	.00	399.10
100-51100-321-000	635.42	.00	635.42
100-51200-390-000	50.00	.00	50.00
100-51300-210-101	63.00	.00	63.00
100-51300-210-102	1,911.50	.00	1,911.50
100-51300-210-103	357.50	.00	357.50
100-51420-210-000	14.42	.00	14.42
100-51420-211-000	210.00	.00	210.00
100-51420-240-000	190.54	.00	190.54
100-51420-310-000	25.84	.00	25.84

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-51420-320-000	39.00	.00	39.00
100-51420-810-000	132.60	.00	132.60
100-51440-321-000	47.18	.00	47.18
100-51600-220-000	3,568.49	.00	3,568.49
100-51600-242-000	1,494.57	24.98-	1,469.59
100-51600-340-000	25.30	.00	25.30
100-52100-142-000	766.55	.00	766.55
100-52100-210-000	308.38	.00	308.38
100-52100-221-000	275.17	.00	275.17
100-52100-240-000	16.26	.00	16.26
100-52100-241-000	37.85	.00	37.85
100-52100-310-000	104.50	.00	104.50
100-52100-331-000	254.40	.00	254.40
100-52100-340-000	95.35	.00	95.35
100-52100-341-000	1,494.96	.00	1,494.96
100-52200-221-000	239.60	.00	239.60
100-52200-240-000	403.43	.00	403.43
100-52200-241-000	853.85	.00	853.85
100-52200-242-000	32.38	.00	32.38
100-52200-290-000	1,729.00	.00	1,729.00
100-52200-320-000	1,585.00	.00	1,585.00
100-52200-331-000	15.00	.00	15.00
100-52200-340-000	1,369.61	102.50-	1,267.11
100-52200-341-000	5.84	.00	5.84
100-52200-343-000	299.00	.00	299.00
100-52500-331-000	150.00	.00	150.00
100-53000-240-000	75.15	.00	75.15
100-53000-241-000	634.83	41.80-	593.03
100-53000-242-000	137.50	.00	137.50
100-53000-291-000	733.72	.00	733.72
100-53000-340-000	347.98	.00	347.98
100-53000-341-000	938.06	.00	938.06
100-54600-141-000	62.64	.00	62.64
100-54600-340-000	19.09	.00	19.09
100-55200-220-000	166.60	.00	166.60
100-55200-242-000	84.88	.00	84.88
100-55200-340-000	81.86	.00	81.86
200-2120	.00	290.00-	290.00-
200-55600-320-000	290.00	.00	290.00
205-2120	.00	11,702.47-	11,702.47-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
205-55110-210-000	17.90	.00	17.90
205-55110-220-000	2,079.53	.00	2,079.53
205-55110-240-000	142.30	.00	142.30
205-55110-242-000	3,084.14	.00	3,084.14
205-55110-342-000	3,753.25	.00	3,753.25
205-55110-344-000	2,546.41	.00	2,546.41
205-55110-345-000	78.94	.00	78.94
315-2120	.00	530.00-	530.00-
315-56700-242-000	530.00	.00	530.00
400-2120	.00	81,860.73-	81,860.73-
400-57120-210-000	4,950.00	.00	4,950.00
400-57140-211-000	11,295.00	.00	11,295.00
400-57310-211-000	270.00	.00	270.00
400-57310-811-102	1,593.00	.00	1,593.00
400-57310-820-101	1,101.99	.00	1,101.99
400-57310-820-102	26,928.84	.00	26,928.84
400-57310-821-000	8,880.90	.00	8,880.90
400-57620-827-103	18,216.00	.00	18,216.00
400-57620-827-116	8,625.00	.00	8,625.00
600-2120	22.80	8,003.31-	7,980.51-
600-53610-210-000	285.19	.00	285.19
600-53610-310-000	39.79	.00	39.79
600-53615-220-000	177.10	.00	177.10
600-53615-240-000	414.20	.00	414.20
600-53615-341-000	85.27	.00	85.27
600-53616-241-000	185.94	11.40-	174.54
600-53616-242-000	814.49	.00	814.49
600-53616-340-000	102.61	.00	102.61
600-53616-341-000	170.56	.00	170.56
600-53710-210-000	291.04	.00	291.04
600-53710-310-000	39.78	.00	39.78
600-53710-341-000	170.56	.00	170.56
600-53716-220-000	1,456.65	.00	1,456.65
600-53716-242-000	112.08	.00	112.08
600-53716-340-000	164.08	.00	164.08
600-53718-241-000	185.94	11.40-	174.54
600-53718-341-000	85.28	.00	85.28
600-53718-822-101	3,222.75	.00	3,222.75
605-2120	11.40	1,475.07-	1,463.67-
605-53440-210-000	12.75	.00	12.75

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
605-53440-240-000	752.23	.00	752.23
605-53440-241-000	185.91	11.40-	174.51
605-53440-242-000	112.08	.00	112.08
605-53440-310-000	39.79	.00	39.79
605-53440-340-000	96.75	.00	96.75
605-53440-341-000	255.83	.00	255.83
605-53440-530-000	19.73	.00	19.73
610-2120	.00	33,862.80-	33,862.80-
610-53620-212-000	20,242.20	.00	20,242.20
610-53620-213-000	13,620.60	.00	13,620.60
800-2120	.00	950.00-	950.00-
800-52100-210-000	950.00	.00	950.00
Grand Totals:	<u>171,116.58</u>	<u>171,116.58-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
03/16/2019	PC	03/22/2019	69689	LICHT, TRAVIS	1019	87.27
03/16/2019	PC	03/22/2019	69856	RIBBLE, JOELLYN	680	13.39
03/16/2019	PC	03/22/2019	74018	TRAISMAN-WADDELL, JE	206	269.10
03/16/2019	PC	03/22/2019	74019	RIBBLE, JOELLYN	680	13.39
03/16/2019	PC	03/22/2019	74020	LICHT, TRAVIS	1019	87.27
03/16/2019	PC	03/22/2019	74021	GREGG, ELI B	4060	86.22
03/16/2019	CDPT	03/22/2019	74022	WI AFSCME COUNCIL 32	7	42.55
03/16/2019	CDPT	03/22/2019	74023	WI SCTF	5	207.69
03/16/2019	CDPT	03/22/2019	74024	WPPA TREASURER	6	504.00

Payroll Related \$1,109.56

Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Submittal Type: Annual Report

Project Name: 2017 MS4 Annual Report

County: Dane

Municipality: McFarland Village

Facility Number: 30905

Reporting Year: 2017

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following items as appropriate using the attachments tab above
 - a. Construction Site Pollution Control Annual Report Summary
 - b. Illicit Discharge Detection and Elimination Annual Report Summary
 - c. Leaf and Yard Waste Management
 - d. Municipal Cooperation Attachment
 - e. Municipal Facility Inspections
 - f. Pollution Prevention Annual Report Summary
 - g. Post-Construction Storm Water Management Annual Report Summary
 - h. Public Education and Outreach Annual Report Summary
 - i. Public Involvement and Participation Annual Report Summary
 - j. Storm Water Consortium/Group Report
 - k. Storm Sewer System Map Annual Report Attachment
 - l. Storm Water Quality Management Annual Report Attachment
 - m. TMDL Attachment
 - n. Winter Road Maintenance
 - o. Other Annual Report Attachment
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality McFarland Village

Facility ID # or (FIN): 30905

Updated Information: ☐ Check to update mailing address information

Mailing Address: 5915 Milwaukee Street

Mailing Address 2:

City: McFarland

State: Wisconsin

Zip Code: 53558-0110 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☒ Select to **create new** primary contact

First Name: Jim

Last Name: Hessling

☒ Select to **update** current contact information

Title: PublicWorks Director

Mailing Address: 5915 Milwaukee Street

Mailing Address 2:

City: McFarland

State: WI

Zip Code: 53558-0110 xxxxx or xxxxx-xxxx

Phone Number: 608-838-7287 Ext: xxx-xxx-xxxx

Email: jim.hessling@mcfarland.wi.us

Additional Contacts Information (Optional)

- ☐ I&E Program
☐ IDDE Program

**Individual with responsibility for:
(Check all that apply)**

- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

☐ Yes ☒ No

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (09/17)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topic: Detection and elimination of illicit discharges			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Website</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Active distribution of print media</u> (mailings, newsletters, etc)	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Active distribution of print media</u> (mailings, newsletters, etc)	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
 ☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Active distribution of print media (mailings, newsletters)	Select...	Select...	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
 ☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Direct one-on-one communication	Select...	Select...	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☒ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
 ☐ Business
 ☒ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Direct one-on-one communication	Select...	Select...	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☒ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups

☐ Business ☒ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Mechanism

Quantity
(optional)

Est. People Reached
(optional)

Regional Effort?
(optional)

Direct one-on-one communication

Select...

Select...

☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

☐ Agricultural ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☒ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Other (describe):

Mechanism

Quantity
(optional)

Est. People Reached
(optional)

Regional Effort?
(optional)

Select...

Select...

Select...

☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

☐ Agricultural ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Various articles on topics noted above were placed in the Village Newsletter and distributed regularly to all residents in the Village.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

The report is reviewed by the council before being submitted to the DNR.

Municipal Officials

The report is reviewed by municipal officials before being sent to the DNR.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

The report is reviewed by staff before being submitted to the DNR.

b. Complete the following information on Public Involvement Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Government Event (Public Hearing, Council Meeting, etc)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

☐ Agricultural ☐ Contractors ☒ General Public ☒ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Government Event (Public Hearing, Council Meeting, etc)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

☐ Agricultural ☐ Contractors ☒ General Public ☒ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: MS4 Annual Report			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Government Event (Public Hearing, Council Meeting, etc)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

☐ Agricultural ☐ Contractors ☒ General Public ☒ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Clean-up events	Select...	Select...	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☒ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Other (describe) :			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	☐ Yes ☐ No

Select all applicable participants targeted for this topic .

- ☐ Agricultural
 ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

c. Brief Public Involvement and Participation program information for inclusion in the Annual Report.

If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Stormwater Management Plan, Ordinances and MS4 Report are presented to the general public...

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|--|--------------------------------|---------------------------------|
| a. How many total outfalls does the municipality have? | <input type="text" value="8"/> | ☐ Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="8"/> | ☐ Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> | ☐ Unsure |
| d. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> | ☐ Unsure |
| e. From the complaint received, how many were confirmed illicit discharges? | <input type="text" value="0"/> | ☐ Unsure |
| f. How many of the identified Illicit discharges did the | <input type="text" value="0"/> | ☐ Unsure |

municipality eliminate in the reporting year?

- g. How many of the following enforcement mechanisms did the municipality ☒ Unsure use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.

☐ Verbal Warning	
☐ Written Warning (including email)	
☐ Notice of Violation	
☐ Civil Penalty/ Citation	
☒ No Enforcement Action Taken	0

Additional Information:

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites were active at any point ☐ Unsure in the reporting year?
- b. How many construction sites did the municipality issue ☐ Unsure permits for in the reporting year?
- c. Do the above numbers include sites <1 acre? ☒ Yes ☐ No ☐ Unsure
- d. How many erosion control inspections did the municipality ☐ Unsure complete in the reporting year?

- e. What types of enforcement actions does the municipality have available ☐ Unsure to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☒ Verbal Warning	0
☒ Written Warning (including email)	0
☒ Notice of Violation	0
☒ Civil Penalty/ Citation	0
☒ Stop Work Order	0
☐ Forfeiture of Deposit	

☐ No Authority

☐ Other - Describe below

f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many new construction sites with new structural storm water management practices* have received local approvals ?

1

☐ Unsure

*Structural practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state (such as ponds, swales, infiltration basins, permeable pavement, catch basin sumps, etc.)

b. How many privately owned storm water facility inspections were completed in the reporting year ?
☒ Unsure

c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.
☐ Unsure

☒ Verbal Warning

0

☒ Written Warning (including email)

0

☒ Notice of Violation

0

☒ Civil Penalty/ Citation

0

☒ Forfeiture of Deposit

0

☒ Complete Maintenance

0

☒ Bill Responsible Party

0

☐ No Authority

☐ Other - Describe below

d. Brief Post-Construction Storm Water Management program information for inclusion

in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water facilities ? ☐ Unsure
- b. How many new municipally owned storm water facilities were installed in the reporting year ? ☐ Unsure
- c. How many municipally owned storm water devices were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (200 character limit)?
- e. How many of these facilities required maintenance? ☐ Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- f. How many inspections of municipal properties been conducted in the reporting year? ☐ Unsure
- g. Have amendments to the SWPPPs been made? ☐ Yes ☒ No ☐ Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- j. If known, how many tons of material was removed? ☐ Unsure
- k. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☒ Yes

- ☐ No - Explain _____
- ☐ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- m. Did the municipality conduct catch basin sump cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- n. How many catch basin sumps were cleaned in the reporting year? ☒ Unsure
- o. If known, how many tons of material was collected? ☒ Unsure
- p. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
☐ Yes
☒ No - Explain not all catch basins were cleaned this year
☐ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- r. Does the municipality conduct curbside leaf collection? ☐ Yes ☒ No ☐ Unsure
- s. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- t. Where are the residents directed to store the leaves for collection?
☐ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure
☒ Other - Describe Direct residents to bring to drop off site
- u. What is the frequency of collection?
n/a
- v. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure
- x. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	0	150	260	70	40

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	0	2000	2700	250	500

- y. Was salt applying machinery calibrated in the reporting year? ☐ Yes ☐ No ☒ Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (200 character limit):

When:

How many attended:

Internal (Staff) Education & Communication

- aa. Has training or education on SWPPPs for municipal facilities been held for municipal or other personnel? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (200 character limit):

When:

How many attended:

- ab. Brief Pollution Prevention program information for inclusion in the Annual Report. If your response exceeds 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? ☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

- ☐ Storm water treatment facilities
- ☒ Storm pipes
- ☐ Vegetated swales
- ☐ Outfalls
- ☐ Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Do not close your work until you SAVE.

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
--------------------------------------	--------------------------	-------------------------	-----------------

Element: Public Education and Outreach

32216	31534	22069	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Public Involvement and Participation

12135	14350	10042	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Illicit Discharge Detection and Elimination

13353	22700	15886	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Construction Site Pollutant Control

35775	47900	33522	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Post-Construction Storm Water Management

176836	614866	430315	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Pollution Prevention

109213	137695	96386	<u>Storm water utility</u>
--------	--------	-------	----------------------------

Element: Storm Water Quality Management

20000	20000	13997	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Storm Sewer System Map

4000	4000	2799	<u>Storm water utility</u>
------	------	------	----------------------------

Other (describe)

Select...

Please provide a justification for a "0" entered in the Fiscal Analysis

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality’s storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b : Were there any known water quality degradation in the receiving waters to which the municipality’s storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Additional Information

Based on the municipality’s storm water program evaluation, describe any proposed changes to the municipality’s storm water program. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Do not close your work until you SAVE.

Form 3400-224 (09/17)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[McFarlandStormWallMap36x36.pdf](#)

Attach Documents

(To remove additional items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under McFarland Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☐ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Authorized Signature.

- ☐ I accept the above
terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Submittal Type: Annual Report

Project Name: 2018 MS4 Annual Report

County: Dane

Municipality: McFarland Village

Facility Number: 30905

Reporting Year: 2018

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following items as appropriate using the attachments tab above
 - a. Construction Site Pollution Control Annual Report Summary
 - b. Illicit Discharge Detection and Elimination Annual Report Summary
 - c. Leaf and Yard Waste Management
 - d. Municipal Cooperation Attachment
 - e. Municipal Facility Inspections
 - f. Pollution Prevention Annual Report Summary
 - g. Post-Construction Storm Water Management Annual Report Summary
 - h. Public Education and Outreach Annual Report Summary
 - i. Public Involvement and Participation Annual Report Summary
 - j. Storm Water Consortium/Group Report
 - k. Storm Sewer System Map Annual Report Attachment
 - l. Storm Water Quality Management Annual Report Attachment
 - m. TMDL Attachment
 - n. Winter Road Maintenance
 - o. Other Annual Report Attachment
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality McFarland Village

Facility ID # or (FIN): 30905

Updated Information: ☐ Check to update mailing address information

Mailing Address: 5915 Milwaukee Street

Mailing Address 2:

City: McFarland

State: Wisconsin

Zip Code: 53558-0110 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☒ Select to **create new** primary contact

First Name: Jim

Last Name: Hessling

☒ Select to **update** current contact information

Title: Director of PW

Mailing Address: 5915 Milwaukee Street

Mailing Address 2:

City: McFarland

State: WI

Zip Code: 53558-0110 xxxxx or xxxxx-xxxx

Phone Number: 608-838-7287 Ext: xxx-xxx-xxxx

Email: jim.hessling@mcfarland.wi.us

Additional Contacts Information (Optional)

- ☐ I&E Program
☐ IDDE Program

**Individual with responsibility for:
(Check all that apply)**

- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

☐ Yes ☒ No

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (09/17)

Minimum Control Measures- Section 1 : Complete**1. Public Education and Outreach**

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topic: Detection and elimination of illicit discharges			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Website</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Active distribution of print media</u> (mailings, newsletters, etc)	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Active distribution of print media</u> (mailings, newsletters, etc)	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Passive print media (brochures at front desk, posters, etc.)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural ☐ Contractors ☒ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Active distribution of print media (mailings, newsletters)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural ☐ Contractors ☒ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural ☒ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☒ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

- ☐ Agricultural ☒ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups

☐ Business ☒ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Mechanism

Quantity
(optional)

Est. People Reached
(optional)

Regional Effort?
(optional)

Direct one-on-one communication

Select...

Select...

☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

☐ Agricultural ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☒ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Other (describe):

Mechanism

Quantity
(optional)

Est. People Reached
(optional)

Regional Effort?
(optional)

Select...

Select...

Select...

☐ Yes ☐ No

Select all applicable audiences targeted for this topic.

☐ Agricultural ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Various articles pertaining to above topics are included in regular newsletters to all residents in the Village and posted on website, etc. Village Engineer provides feedback to individual developers.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Through newsletters and approval of MS4 reports at council meetings.

Municipal Officials

Through newsletters and approval of MS4 reports at council meetings.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Through newsletters and approval of MS4 reports at council meetings.

b. Complete the following information on Public Involvement Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Government Event (Public Hearing, Council Meeting, etc)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

- ☐ Agricultural ☐ Contractors ☒ General Public ☒ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Government Event (Public Hearing, Council Meeting, etc)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

- ☐ Agricultural ☐ Contractors ☒ General Public ☒ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: MS4 Annual Report			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Government Event (Public Hearing, Council Meeting, etc)</u>	<u>Select...</u>	<u>Select...</u>	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

- ☐ Agricultural ☐ Contractors ☒ General Public ☒ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Restaurants ☐ Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Clean-up events	Select...	Select...	☐ Yes ☐ No

Select all applicable participants targeted for this topic.

- ☐ Agricultural
 ☐ Contractors
 ☒ General Public
 ☒ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

Topic: Other (describe) :			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	☐ Yes ☐ No

Select all applicable participants targeted for this topic .

- ☐ Agricultural
 ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Restaurants
 ☐ Other:

c. Brief Public Involvement and Participation program information for inclusion in the Annual Report.

If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Stormwater Management Plan, Ordinances and MS4 Report are presented to the general public...

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|--|--------------------------------|---------------------------------|
| a. How many total outfalls does the municipality have? | <input type="text" value="8"/> | ☐ Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="8"/> | ☐ Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> | ☐ Unsure |
| d. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> | ☐ Unsure |
| e. From the complaint received, how many were confirmed illicit discharges? | <input type="text" value="0"/> | ☐ Unsure |
| f. How many of the identified Illicit discharges did the | <input type="text" value="0"/> | ☐ Unsure |

municipality eliminate in the reporting year?

- g. How many of the following enforcement mechanisms did the municipality ☐ Unsure use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.

☐ Verbal Warning	
☐ Written Warning (including email)	
☐ Notice of Violation	
☐ Civil Penalty/ Citation	
☒ No Enforcement Action Taken	0

Additional Information:

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites were active at any point ☐ Unsure in the reporting year?
- b. How many construction sites did the municipality issue ☐ Unsure permits for in the reporting year?
- c. Do the above numbers include sites <1 acre? ☒ Yes ☐ No ☐ Unsure
- d. How many erosion control inspections did the municipality ☐ Unsure complete in the reporting year?

- e. What types of enforcement actions does the municipality have available ☐ Unsure to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☒ Verbal Warning	0
☒ Written Warning (including email)	0
☒ Notice of Violation	0
☒ Civil Penalty/ Citation	0
☒ Stop Work Order	0
☐ Forfeiture of Deposit	

- ☐ No Authority
- ☐ Other - Describe below

- f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new construction sites with new structural storm water management practices* have received local approvals ? ☐ Unsure

*Structural practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state (such as ponds, swales, infiltration basins, permeable pavement, catch basin sumps, etc.)

- b. How many privately owned storm water facility inspections were completed in the reporting year ? ☒ Unsure

- c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? ☐ Unsure
Check all that apply and enter the number of each used in the reporting year.

- | | |
|---|--------------------------------|
| ☒ Verbal Warning | <input type="text" value="0"/> |
| ☒ Written Warning (including email) | <input type="text" value="0"/> |
| ☒ Notice of Violation | <input type="text" value="0"/> |
| ☒ Civil Penalty/ Citation | <input type="text" value="0"/> |
| ☒ Forfeiture of Deposit | <input type="text" value="0"/> |
| ☒ Complete Maintenance | <input type="text" value="0"/> |
| ☒ Bill Responsible Party | <input type="text" value="0"/> |
| ☐ No Authority | <input type="text"/> |
| ☐ Other - Describe below | <input type="text"/> |

- d. Brief Post-Construction Storm Water Management program information for inclusion

in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water facilities ? ☐ Unsure
- b. How many new municipally owned storm water facilities were installed in the reporting year ? ☐ Unsure
- c. How many municipally owned storm water devices were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (200 character limit)?
- e. How many of these facilities required maintenance? ☐ Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- f. How many inspections of municipal properties been conducted in the reporting year? ☐ Unsure
- g. Have amendments to the SWPPPs been made? ☐ Yes ☒ No ☐ Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- j. If known, how many tons of material was removed? ☐ Unsure
- k. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

☒ Yes

☐ No - Explain _____

☐ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

m. Did the municipality conduct catch basin sump cleaning during the reporting year?

☒ Yes ☐ No ☐ Unsure

n. How many catch basin sumps were cleaned in the reporting year? ☒ Unsure

o. If known, how many tons of material was collected? ☒ Unsure

p. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No

q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

☐ Yes

☒ No - Explain Not all catch basins in the village were cleaned

☐ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

r. Does the municipality conduct curbside leaf collection? ☐ Yes ☒ No ☐ Unsure

s. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure

t. Where are the residents directed to store the leaves for collection?

☐ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure

☒ Other - Describe Directed to bring to drop off location

u. What is the frequency of collection?

n/a

v. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure

x. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	20	140	100	145	15

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
--	-----	-----	-----	-----	-----	-----

- y. Was salt applying machinery calibrated in the reporting year? ☐ Yes ☐ No ☒ Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year? ☒ Yes ☐ No ☐ Unsure

If yes, describe what training was provided (200 character limit):

Winter Salt Certificate

When: September 2018 How many attended: 9

Internal (Staff) Education & Communication

- aa. Has training or education on SWPPPs for municipal facilities been held for municipal or other personnel? ☐ Yes ☐ No ☒ Unsure

If yes, describe what training was provided (200 character limit):

When: How many attended:

- ab. Brief Pollution Prevention program information for inclusion in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? ☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

- ☐ Storm water treatment facilities
- ☒ Storm pipes
- ☐ Vegetated swales
- ☐ Outfalls
- ☐ Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Do not close your work until you SAVE.

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
--------------------------------------	--------------------------	-------------------------	-----------------

Element: Public Education and Outreach

46781	47780	49136	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Public Involvement and Participation

17621	17997	18508	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Illicit Discharge Detection and Elimination

19390	19804	20336	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Construction Site Pollutant Control

51950	53059	54565	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Post-Construction Storm Water Management

256792	262271	269719	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Pollution Prevention

158593	161977	166577	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Storm Water Quality Management

29042	29662	30504	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Storm Sewer System Map

5808	5932	6100	<u>Storm water utility</u>
------	------	------	----------------------------

Other (describe)

Select...

Please provide a justification for a "0" entered in the Fiscal Analysis

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality’s storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b : Were there any known water quality degradation in the receiving waters to which the municipality’s storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Additional Information

Based on the municipality’s storm water program evaluation, describe any proposed changes to the municipality’s storm water program. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Do not close your work until you SAVE.

Form 3400-224 (09/17)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[McFarlandStormWallMap36x36.pdf](#)

Attach Documents

(To remove additional items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under McFarland Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☐ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Authorized Signature.

- ☐ I accept the above
terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding Ordinance 2019-05: an ordinance to create a fee for requests to amend the Comprehensive Plan.

PREVIOUS ACTION:

The Finance Committee reviewed this change and recommended approval at its meeting on February 26, 2019.

ISSUE SUMMARY:

The Village presently does not have a fee established to charge anyone requesting to amend the Comprehensive Plan. Amendments to Comp Plans are fairly common amongst municipalities as they try to adjust their plan overtime to achieve opportunities or address issues that were not present when the plan was created. State law provides a process on changing the comp plan and there is no limit how many times it may change. Given that the plan is meant to forecast the next 20 years, its bound to change likely multiple times during that time period. Having a fee for those individuals who want to change it for whatever reason helps to prevent against multiple unnecessary revision request. Having a fee in place helps ensure people are committed by funding the request versus no fee and having nothing to lose. Section 2-313(a)(3) is revised to add the fee as part of our normal fee schedule as \$500 plus costs for the planner, engineer, attorney, etc. as might be needed.

Revisions to the Comprehensive Plan are not a vested right for anyone. The Village Board and the Plan Commission still hold the power to consider and approve revisions. As part of creating the ordinance change to add the fee, the Village Attorney also made further changes to this portion of the code to adjust the procedure language to align with State law. Sometime ago, the law changed since we last established this section and these updates simply bring it in line with State Statutes. This change allows the Plan Commission to exercise its own independent judgement on the revision, and making that judgement as a recommendation to the Village Board. The Village Board then, like all things that are recommended to it, will either agree or disagree with that judgement. This change simplifies the process allowing the Plan Commission to consider the plan, but whatever they decide is not effective until the Village Board has adopted their recommendation. This is the same process we have now.

FINANCIAL/BUDGET IMPACT:



The additional fee will help to cover costs spent on revisions, preclude unnecessary requests, and pay for consultant costs associated with the changes.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 2019-05_Creating Comp Plan Amendment Application Fees
2. Background Information from Attorney on Comp Plan Ordinance Change
3. Attorney Explanation - Comp Plan Fee amendment

ORDINANCE NO. 2019-XX

AN ORDINANCE AMENDING THE MCFARLAND MUNICIPAL CODE TO ESTABLISH A FEE FOR APPLICATIONS TO AMEND THE VILLAGE'S COMPREHENSIVE PLAN.

Purpose: To amend §2-313(a) of the McFarland Municipal Code to establish an application fee for Comprehensive Plan amendments and to update the language of that section to more closely correspond to the comprehensive planning statutes.

Sponsor: Finance Committee

Recommended Referral:

Public Hearing: None required.

WHEREAS, the McFarland Municipal Code establishes fees for various land use approval applications to defray the cost of administering the approval processes; and

WHEREAS, the Code does not currently require a fee for applications for amendments to the Village's Comprehensive Plan; and

WHEREAS, the Village Board has determined that it is reasonable and appropriate that fees be charged to defray the costs of processing an application for amendment to the Comprehensive Plan outside of the normal periodic review and updating conducted by the Village; and

WHEREAS, the Village Board has determined that it is appropriate to update the language of §2-313(a) of the Code relating to the powers of the Plan Commission with respect to comprehensive planning to assure strict compliance with the comprehensive planning statutes;

NOW, THEREFORE, the Village Board of McFarland, Wisconsin does ordain as follows:

Section 1. Section 2-313(a)(1) of the McFarland Municipal Code is amended to read as follows:

- (1) The Plan Commission shall make, adopt, and, as it deems necessary, amend, extend or add to the Village Comprehensive Plan, ~~subject to Village Board approval.~~ The Comprehensive Plan shall be a guide to the physical, social and economic development of the Village including areas outside of its boundaries which, in the Plan Commission's judgment, bear relation to the development of the Village. The Village Comprehensive Plan, with the accompanying maps, plats and descriptive and explanatory matter, shall show the Plan Commission's recommendations for such ~~physical~~ development, and ~~may include, among other things without limitation because of enumeration: the general location, character and extent of streets, highways,~~

~~freeways, street grades, roadways, walks, parking areas, public places and areas, parks, parkways, playgrounds, sites for public buildings and structures; the general location and extent of sewers, water conduits and other public utilities whether privately or publicly owned; the acceptance, widening, narrowing, extension, relocation, removal, vacation, abandonment or change of use of any of the foregoing public ways, grounds, places, spaces, buildings, properties, utilities, routes or terminals; the general location, character and extent of community centers and neighborhood units; and a comprehensive zoning plan shall include all elements required under §66.1001, Wis. Stats.~~

Section 2. Section 2-313(a)(2) of the McFarland Municipal Code is amended to read as follows:

- (2) ~~The Plan Commission may adopt the Village Comprehensive Plan as a whole by a single resolution, or, as the work of making the whole Village Comprehensive Plan progresses, may from time to time by resolution adopt a part thereof, any such part to correspond generally with one or more of the functional subdivisions of the subject matter of the Plan.~~ The adoption of the Plan or any part, amendment or addition thereto, shall be by resolution carried by the affirmative votes of not less than a majority of all the members of the Plan Commission following all procedural requirements of §66.1001(4), Wis. Stats., subject to confirmation by the Village Board. The resolution shall refer expressly to the maps, descriptive matter, and other matters intended by the Plan Commission to form the whole or any part of the Plan, and the action taken shall be recorded on the adopted Plan or part thereof by the identifying signature of the secretary of the Plan Commission, and a copy of the Plan or part thereof shall be certified to the Village Board. The Comprehensive Plan, and any amendment thereto, shall be effective only upon enactment by the Village Board of an ordinance adopting the recommended plan or amendment. ~~The purpose and effect of the adoption and certifying of the Village Comprehensive Plan or part thereof shall be solely to aid the Plan Commission and the Village Board in the performance of their duties.~~

Section 3. Section 2-313(a)(3) of the McFarland Municipal Code is created to read as follows:

- (3) The Plan Commission shall periodically review and update the Comprehensive Plan as it deems appropriate. Any person may apply to the Plan Commission for an amendment to the Comprehensive Plan at any other time provided, however, that any proposed amendment substantially similar to a proposal previously rejected by the Plan Commission or Village Board shall not be resubmitted for a period of 12 months following the previous vote. Applications shall be made on a form provided by the Community Development Department and shall be accompanied by the fee established by the Village Board from time to time and provided in Appendix A to this Code.

Section 4. This Ordinance shall take effect the day after its enactment.

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

Cassandra Suettinger, Village Clerk- Treasurer

ORDINANCE 2019-XXX	
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:	

From: [Allen D. Reuter](#)
To: [Matt Schuenke](#)
Date: Friday, March 8, 2019 3:15:08 PM

Matt: If there is any concern on anyone's part, you can point out that the statute does not allow a comp plan or amendment to take effect until approved by ordinance of the governing body. So there's really no risk of misreading it.

From: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Sent: Friday, March 8, 2019 3:10 PM
To: Allen D. Reuter <areuter@rwelaw.net>
Subject: RE: Comp Plan Amendment Fees

As long as that's clear, that was her only point. She wanted to keep the Board in the loop as we all do, so that sounds fine.

Can you have someone prepare this into the ordinance format for the next meeting?

From: Allen D. Reuter <areuter@rwelaw.net>
Sent: Friday, March 8, 2019 2:56 PM
To: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Subject: RE: Comp Plan Amendment Fees

Matt: There is no change in substance. The modifications you are talking about were simply to more closely track the process. I thought by moving the Village Board approval issue to the later point where it come into play in the process would be more clear. As originally written, it could be read to mean that the Plan Commission might need Board approval to even adopt the proposed plan or amendment. The comprehensive planning statute contemplates the Plan Commission exercising its own independent judgment, and the Village Board either agreeing or disagreeing. I don't think the original language was a significant problem, but I think with the changes it is a bit more clear. The Plan Commission does its own thing and adopts a plan or amendment, but it doesn't have any effect unless also approved by the Village Board.

Let me know if you have any other questions.

From: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Sent: Friday, March 8, 2019 2:40 PM
To: Allen D. Reuter <areuter@rwelaw.net>
Subject: FW: Comp Plan Amendment Fees

Al,

Can you look at this again? Or maybe explain the interaction between Subsection (1) and (2) under (a). I brought this to the Finance Committee and they were fine with it, but Carolyn raised some questions a question if these changes are more substantial than intended. The area she's looking at it under (1) in the first sentence where you removed "subject to Village Board approval". I would agree with her in that if we are changing the fundamental process by which the Plan Commission does its work with the Comp Plan, then that is beyond just simply establishing a fee and

would be a different type of review. Why are we removing that there? You added it back in under (2), so maybe there is some rationale to that.

I deferred this to the next Village Board meeting on March 25th, so let me know what you think and then we'll move it forward.

Thanks,
Matt

From: Allen D. Reuter <areuter@rwelaw.net>
Sent: Sunday, February 17, 2019 2:22 PM
To: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>; Pauline Boness <Pauline.Boness@mcfarland.wi.us>
Cc: Daniel J. Evans <devans@rwelaw.net>
Subject: Comp Plan Amendment Fees

Matt & Pauline: It looks like the best place to put the Comp Plan amendment fees is in section 2-313 dealing with the powers of the Plan Commission, as that section addresses the comp plan and the procedures for enacting it. It looks like that section was not updated after enactment of the "Smart Growth" law a while back. What you have in place is not necessarily inconsistent with the law, but it is more detailed in some areas and incomplete in others. I proposed some changes on the attached to reference the requirements of the statutes. I also added sub. (3), which deals with amendments requested by private citizens. Please review and offer any comments or questions you have.

Allen D. Reuter
Reuter, Whitish & Evans, S.C.
44 E. Mifflin Street
Suite 306
Madison, WI 53703
(T) (608) 250-9053
(F) (608) 250-9054

CONFIDENTIALITY NOTICE: This electronic transmission (including any files attached hereto) may contain confidential information that is legally privileged, confidential, and exempt from disclosure. The information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or any employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any disclosure, dissemination, copying, distribution, or the taking of any action in reliance on the contents of this confidential information is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify us by telephone at (608) 250-9053 or return e-mail. Thank you.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

From: Allen D. Reuter <areuter@rwelaw.net>
Sent: Friday, March 8, 2019 2:56 PM
To: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Subject: RE: Comp Plan Amendment Fees

Matt: There is no change in substance. The modifications you are talking about were simply to more closely track the process. I thought by moving the Village Board approval issue to the later point where it come into play in the process would be more clear. As originally written, it could be read to mean that the Plan Commission might need Board approval to even adopt the proposed plan or amendment. The comprehensive planning statute contemplates the Plan Commission exercising its own independent judgment, and the Village Board either agreeing or disagreeing. I don't think the original language was a significant problem, but I think with the changes it is a bit more clear. The Plan Commission does its own thing and adopts a plan or amendment, but it doesn't have any effect unless also approved by the Village Board.

Let me know if you have any other questions.

From: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Sent: Friday, March 8, 2019 2:40 PM
To: Allen D. Reuter <areuter@rwelaw.net>
Subject: FW: Comp Plan Amendment Fees

Al,

Can you look at this again? Or maybe explain the interaction between Subsection (1) and (2) under (a). I brought this to the Finance Committee and they were fine with it, but Carolyn raised some questions a question if these changes are more substantial than intended. The area she's looking at it under (1) in the first sentence where you removed "subject to Village Board approval". I would agree with her in that if we are changing the fundamental process by which the Plan Commission does its work with the Comp Plan, then that is beyond just simply establishing a fee and would be a different type of review. Why are we removing that there? You added it back in under (2), so maybe there is some rationale to that.

I deferred this to the next Village Board meeting on March 25th, so let me know what you think and then we'll move it forward.

Thanks,

Matt



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action regarding Ordinance #2019-06: an ordinance to amend the language establishing the fee for requests for statement of real property status.

PREVIOUS ACTION:

The Finance Committee reviewed the general fee requests at its meeting on January 23, 2019 and recommended its approval at the meeting on February 26, 2019.

ISSUE SUMMARY:

The Administration Department is requesting a code change to our general ordinances to differentiate our response to "Request for Statement of Real Property Status" from title companies. This is presently codified within Section 23-74. The change in ordinance defines regular response as within 5 business days and expedited service within 1 business day. These are for property closing and a majority of the time the title companies want the letters turned around within a day. By altering this definition it allows for a staggered fee to be applied which would be higher for quicker service.

FINANCIAL/BUDGET IMPACT:

The change in fee based on the type of service will provide more value towards expedited service which in turn will generate more revenue.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval to the Village Board.

ATTACHMENTS:

1. 2019-06_Amending Real Estate Status Report Fees

ORDINANCE NO. 2019-06

AN ORDINANCE AMENDING THE MCFARLAND MUNICIPAL CODE TO ESTABLISH A FEE FOR EXPEDITED REAL ESTATE STATUS REPORTS.

Purpose: To amend §23-74 of the McFarland Municipal Code to allow requests for expedited service in providing real estate status reports and establishing a fee for that service. To clarify that the information provided is subject to statutory privacy restrictions.

Sponsor: Finance Committee

Recommended Referral:

Public Hearing: None required.

WHEREAS, the McFarland Municipal Code authorizes the Clerk-Treasurer to provide reports relating to outstanding special assessments, deferred assessments, outstanding utility bills and other matters relevant to real estate transactions; and

WHEREAS, the Clerk-Treasurer periodically receives requests for expedited service in providing such reports due to impending real estate closings; and

WHEREAS, responding to such requests requires that the Village staff adjust workload priorities and postpone work on other matters; and

WHEREAS, the Village Board finds that it is in the public interest to offer expedited service in preparing real estate status reports when possible, but that an additional fee should be charged for such priority service;

NOW, THEREFORE, the Village Board of McFarland, Wisconsin does ordain as follows:

Section 1. Section 23-74 of the McFarland Municipal Code is amended to read as follows:

23-74. - Statement of real property status.

The Village Clerk-Treasurer and designees are authorized to prepare a statement of real property status form to be used to provide information often requested for transfers of real property such as the amount of outstanding special assessments, deferred assessments, changes in assessments, amount of taxes, outstanding water and sewer bills, current water, sewer, and stormwater bills, contemplated improvements, outstanding citations on Building Code violations and similar information. Subject to any applicable legal restrictions prohibiting the release of any such information, the requested ~~Any such~~ information ~~sought~~ shall be provided to the person requesting it on said form within 5 business days. ~~Requests for statements of real property status shall be made to the Village Clerk-Treasurer a minimum of two business days in advance. A The requesting party shall pay a~~ fee as established by the Village Board from time to time and set forth

in Appendix A to this Code ~~shall be charged for compiling this information.~~ A request for expedited service shall be fulfilled by the end of the next business day following receipt of the request, and shall be subject to the expedited service fee provided in Appendix A.

Section 2. This Ordinance shall take effect the day after its enactment.

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

ORDINANCE 2019-06	
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:	

APPROVED:

Brad Czebotar, Village President

Cassandra Suettinger, Village Clerk- Treasurer



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding Ordinance #2019-07: an ordinance amending the current fee schedule contained within Appendix A of the Village Code of Ordinances.

PREVIOUS ACTION:

The Finance Committee reviewed the general fee requests at its meeting on January 23, 2019 and made its recommendation of approval at their meeting on February 26, 2019.

ISSUE SUMMARY:

Enclosed within your packet is updated Appendix A of the our code that serves as our fee schedule. This was updated following review from last meeting of the fee changes that were presented. Two of the fees require additional consideration for changes to Village Ordinance which are included for review also. A short description again of what is proposed is below with the actual changes within the appendix highlighted in red:

- Amendment to the Comprehensive Plan Fee (Section 2-313(a)(3)) - The Village Attorney proposed a few additional changes to the code not related to fees but also added in the ability for the Village to charge a fee when an amendment to the plan is requested. Not having a fee might subject the plan to frequent changes while having a fee that's too high might preclude people from requesting necessary changes.
- Commercial Repair Work (Section 8-522) - The new building inspector called attention to the fee schedule for commercial repair work, additions, or alterations that our fee as previously applied was difficult to do so uniformly for all projects. They suggested the enclosed fee schedule which is more understandable and still fair to cover the inspections costs. This was uncovered within the last week and not part of the Finance Committee last week but is included regardless to address as these types of projects are now coming forward.
- Tourist Rooming House Permit Fees (Section 11-362(a)) - This was not included as part of the Finance Committee review but added in to complete the Ordinance to align with prior Village Board approval. When the ordinance to permit Tourist Rooming Houses was created, there was a corresponding ordinance change to also set the fee as a stand alone change outside of the normal fee evaluation process. The Appendix is updated to



reflect that approval.

- Ambulance Fees (Section 17-59) - Essentially we are moving add on supply costs to the base fee coverage to ensure they get paid. This was recommended by the billing company that we use for this service as insurance companies are denying payment for certain supplies. Additional changes are highlighted as proposed by the Department.
- Fire Alarm and Suppression System Permit Fees (Section 26-118) - The Fire and Rescue Department proposes increasing our review fees for these types of requests and providing a separate schedule if we are simply signing off on a plan that has already been approved by the State along with a few other items highlighted.
- Request for Statement of Real Property Status (Section 23-74) - The code changes proposed create a regular service which provides for a response within 5 business days (\$35) and an expedited service (\$55) within 1 business day.
- Special Event Permit Fee (Section 36-16) - The Village Board is scheduled to approve a new ordinance outlining requirements for special event permits. Requests for a permit have a fee associated with them that needs to be established within Appendix A.
- Solid Waste Fee (Section 50-5) - This was updated to reflect approval granted in 2019 Budget.

FINANCIAL/BUDGET IMPACT:

The appropriate increase in fees helps to lower the burden on the tax levy in some cases. Revenue that is not taxes helps to also hold those who want something outside of the normal course of service delivery remain accountable by paying for that service. Not all services provided uniformly benefit everyone and in specialized circumstances fees as are included are appropriate.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval to the Village Board.

ATTACHMENTS:

1. 2019-07 An Ordinance to Amend Fee Schedule (Appendix A)
2. Exhibit A - Fee Schedule (2019) mark up

ORDINANCE NO. 2019-07

AN ORDINANCE TO REPEAL APPENDIX A OF THE VILLAGE CODE OF ORDINANCES CONCERNING FEES AND TO CREATE APPENDIX A OF THE VILLAGE CODE OF ORDINANCES CONCERNING THE FEE SCHEDULE

Purpose: Annually the Village Board reviews and adjusts certain fees for service established within the Code of Ordinances.

Sponsor: Village Administrator.

Recommended Referral: None required.

Public Hearing: None required.

The Village of Board of the Village of McFarland, Dane County, Wisconsin do hereby ordain as follows:

1. Appendix A of the Village of McFarland Code of Ordinances, FEES, last enacted on December 11, 2017 is hereby repealed in its entirety and of no further legal effect.
2. Appendix A of the Village of McFarland Code of Ordinances, FEE SCHEDULE, a true and correct version attached hereto as Exhibit A and incorporated by reference, is hereby adopted in its entirety.
3. Effective Date. This Ordinance is effective upon passage and publishing.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 25th day of March, 2018.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk/Treasurer

ORDINANCE 2019 – 07	
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:	

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 2—ADMINISTRATION</u>		
<u>2-313(a)(3)</u>	Application to the Plan Commission to amend the Comprehensive Plan.	\$500 plus actual costs.
<u>2-875(f)</u>	Public records per-page fee for copies, certified or otherwise, of any document	\$0.25
<u>CHAPTER 5—ANIMALS</u>		
<u>5-43</u>	Dog and cat licenses:	
	Neutered male dog or cat/spayed female dog or cat	\$13.00
	Unneutered male dog or cat/unspayed female dog or cat	\$18.00
<u>5-48(a)</u>	Kennel license (per year)	\$100.00 (up to 12) plus \$3.00 each additional animal over 12
<u>5-49</u>	Late fee	\$5.00
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS</u>		
<u>8-208</u>	Permit for razing buildings	\$100.00/Residential; \$150.00/Commercial
<u>8-281</u>	Application for a permit to transfer, place or dump solid fill Additional fee per truck	\$50.00 \$10.00
<u>8-341(a)</u>	Fee for permit to move building/structure along public ROW Additional fee for building remaining on public highway (per day)	\$50.00 \$10.00
<u>8-368(a)</u>	Permit to construct a fence	\$50.00
<u>8-401</u>	Building permit fee to construct, erect, or alter a swimming pool—based on value:	
	\$0.00—\$1,000.00 \$1,000.00—\$25,000.00 over \$25,000.00	\$50.00 \$50.00 + \$11.00 per \$1,000.00 \$325.00 + \$5.00 per \$1,000.00 over \$25,000.00
<u>8-463(b)</u>	Public water impact fee (size of meter):	
	5/8-inch	\$650.00
	3/4-inch	\$650.00
	1-inch	\$1,625.00
	1¼-inch	\$2,405.00
	1½-inch	\$3,251.00
	2-inch	\$5,201.00
	3-inch	\$9,752.00
	4-inch	\$16,253.00
	6-inch and above	\$32,507.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>		
<u>8-463(c)</u>	Public water impact fee, April 1, 1998—September 30, 1998:	
	Size of meter	
	5/8-inch	\$175.00
	3/4-inch	\$175.00
	1-inch	\$438.00
	1¼-inch	\$648.00
	1½-inch	\$875.00
	2-inch	\$1,400.00
	3-inch	\$2,625.00
	4-inch	\$4,375.00
	6-inch and above	\$8,750.00
<u>8-463(c)</u>	Public water impact fee, October 1, 1998—March 31, 1999:	
	Size of meter	
	5/8-inch	\$350.00
	3/4-inch	\$350.00
	1-inch	\$875.00
	1¼-inch	\$1,296.00
	1½-inch	\$1,750.00
	2-inch	\$2,800.00
	3-inch	\$5,250.00
	4-inch	\$8,750.00
	6-inch and above	\$17,500.00
<u>8-464(b)</u>	Park improvement impact fee:	
	Type of development	
	Single-family	\$731.47
	Multifamily	\$443.93
<u>8-465(b)</u>	Public library impact fee:	
	Type of development:	
	Single-family	\$710.00
	Two-family, multifamily	\$431.00
<u>8-487(b)(1)</u>	Sign permit fee	\$50.00 + \$2.00/sq. ft.
<u>8-522</u>	Building permit fees:	
	New buildings—residential:	
	Per square foot of building	\$0.15, min \$125.00
	Electronic Municipal Plan Entry	\$150.00
	Early start permit	\$200.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>		
<u>8-522</u>	Building permit fees (continued):	
	New buildings—commercial:	
	Per square foot of building	\$0.18 min, \$125.00
	Certified municipal plan review: Building plan	\$100.00
	Plan entry fee	\$100.00 + sq. ft. fee below
	Less than 2,500 sf	\$250.00
	2,501—5,000 sf	\$300.00
	5,001—10,000 sf	\$500.00
	10,001—20,000 sf	\$700.00
	20,001—30,000 sf	\$1,100.00
	30,001—40,000 sf	\$1,400.00
	40,001—50,000 sf	\$1,900.00
	50,001—75,000 sf	\$2,600.00
	75,001—100,000 sf	\$3,300.00
	100,001—200,000 sf	\$5,400.00
	200,001—300,000 sf	\$9,500.00
	300,001—400,000 sf	\$14,000.00
	400,001—500,000 sf	\$16,700.00
	Over 500,000 sf	\$18,000.00
	Certified municipal plan review: HVAC plan	
	Plan entry fee	\$100.00 + sq. ft. fee below
	Less than 2,500 sf	\$150.00
	2,501—5,000 sf	\$200.00
	5,001—10,000 sf	\$300.00
	10,001—20,000 sf	\$400.00
	20,001—30,000 sf	\$500.00
	30,001—40,000 sf	\$800.00
	40,001—50,000 sf	\$1,100.00
	50,001—75,000 sf	\$1,400.00
	75,001—100,000 sf	\$2,000.00
	100,001—200,000 sf	\$2,600.00
	200,001—300,000 sf	\$6,100.00
	300,001—400,000 sf	\$8,800.00
	400,001—500,000 sf	\$10,800.00
	Over 500,000 sf	\$12,100.00
	Early start permit	\$250.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>		
<u>8-522</u>	Building permit fees (continued):	
	Repair work, additions or alterations to	
	\$0.00 to \$1,000.00	\$50.00
	\$1,000.00—\$25,000.00	\$0.20/ft ² (minimum \$150)
	over \$25,000.00	\$0.30/ft ² (minimum \$250)
	Fire escapes	\$50.00
	Reroofing, re-siding and windows:	
	First \$500.00 or less	\$50.00
	Additional fee per \$1,000.00 of value or	\$5.00
	Installation of elevator	\$50.00
	New, replacement or relocation of fuel oil and gasoline storage	
	550 gallons or less	\$50.00
	551 gallons to 10,050 gallon capacity	\$10.00
	Above 10,051 gallon capacity	\$10.00
	Plus per additional 1,000 gallon capacity or	\$0.05
	Canopies, per square foot of surface:	\$0.10
	Minimum fee	\$50.00
	Awnings, for each individually supported	\$50.00
	Reinspection permit	\$50.00
	New construction UDC seal	\$50.00
<u>8-581</u>	Plumbing permit fee—Residential	\$50.00
	Plus per square foot of	\$0.05
	Sewer and water laterals (per lateral) & Storm water pipe:	\$60.00
	Commercial	\$50. + \$0.10/ft. of pipe
	Plumbing permit fee—commercial	\$50.00
	Per Square Ft.	
	Group I building	\$0.05
	Group II building	\$0.08
	Group III building	\$0.10
	Group IV building	\$0.04
	Addition or replacement of plumbing fixtures to existing	\$50.00
	Plus per fixture	\$7.00
	Red tag or reinspection fee	\$50.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
---------	-------------	----------------

CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)

<u>8-616</u>	HVAC permit fee—Basic HVAC permit	\$50.00
	HVAC permit fee—Fireplace or wood stove	\$50.00
	Plus per square foot—Residential	\$0.05
	Building class fee (per square foot)—Commercial:	
	Group I building	\$0.05
	Group II building	\$0.08
	Group III building	\$0.10
	Group IV building	\$0.04
	Replacement of air conditioning—Commercial	\$75.00
	Replacement of furnace—Commercial	\$75.00
	Replacement of air conditioning—Residential	\$50.00
	Replacement of furnace—Residential	\$50.00
	Addition of A/C to existing structure	\$75.00
	Alterations/additions	\$50.00 + \$5.00 per \$1,000.00
	Red tag or reinspection fee	\$50.00
	All fees doubled if work commenced prior to permit	
<u>8-645(c)</u>	Fee for an electrical contractor, firm, person or corporation	\$50.00
<u>8-647</u>	New construction - Electrical:	
	Residential buildings; 1—2 family (per square foot)	\$0.05
	Commercial buildings (per square foot):	
	Group I building	\$0.05
	Group II building	\$0.08
	Group III building	\$0.10
	Group IV building	\$0.04
	Electrical permit	\$50.00/Residential; \$80.00/Commercial
	Temporary service	\$50.00/Residential; \$80.00/Commercial
	Panel/service entrance, 100 amp	\$70.00/Residential; \$110.00/Commercial
	Each additional 100 amp	\$10.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>		
<u>8-647</u>	New construction - Electrical (continued):	
	Additions, alterations, and repairs permit fee	\$50.00 + openings/Residential; \$80.00 + openings/Commercial
	1—5 openings	\$20.00
	6—10 openings	\$30.00
	11—15 openings	\$40.00
	16—20 openings	\$45.00
	21—25 openings	\$50.00
	26—30 openings	\$55.00
	31—35 openings	\$60.00
	36—40 openings	\$65.00
	41—45 openings	\$70.00
	46—50 openings	\$75.00
	51—60 openings	\$80.00
	61—70 openings	\$85.00
	71—80 openings	\$90.00
	81—90 openings	\$95.00
	91—100 openings	\$105.00
	101 + openings	+ \$1.00 per opening
<u>8-848(a)</u>	Fees established in lieu of on-site stormwater management practices—Residential (2009)	
	Construction cost per acre	\$1,223.00
	Land cost per acre	\$550.00
	Total cost per acre	\$1,773.00
	Fees established in lieu of on-site stormwater management practices—Commercial & Industrial (2009)	
	Construction cost per acre	\$2,255.00
	Land cost per acre	\$1,388.00
	Total cost per acre	\$3,643.00
<u>8-909(a)</u>	Fees for erosion control plans	
<u>8-909(a)(1)</u>	Simplified plan checklists	\$350.00
<u>8-909(a)(2)</u>	Sites larger than 20,000 square feet in area	\$500.00
<u>8-909(a)(3)</u>	Sites larger than two acres in area and five acres or less in area	\$750.00
<u>8-909(a)(4)</u>	Sites larger than five acres in area	\$1,000 deposit plus actual cost

Appendix A - Fee Schedule

Section	Description	March 25, 2019
---------	-------------	----------------

CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)

<u>8-909(b)</u>	Fees for stormwater management plans	
<u>8-909(b)(1)</u>	Stormwater management plan without detention plan	Fee equal to actual cost billed to the Village by Consultants
<u>8-909(b)(2)</u>	Stormwater management plan with detention plan	Fee equal to actual cost billed to the Village by Consultants

CHAPTER 11—BUSINESSES

<u>11-54</u>	Alcohol beverages:	
	License fees:	
<u>11-54(a)(1)</u>	Class "A" fermented malt beverages retailer's	\$200.00
<u>11-54(a)(2)</u>	Class "B" fermented malt beverage license (per	\$100.00
<u>11-54(a)(3)</u> <u>or 11-49(b)</u>	Temporary class "B" fermented malt beverage license (per event)	\$10.00
<u>11-54(a)(4)</u>	Temporary "class B" wine license (per event)	\$10.00
<u>11-54(a)(5)</u>	Fermented malt beverage wholesaler's license	\$25.00
<u>11-54(a)(6)</u>	"Class A" intoxicating liquor retailer's license	\$500.00
<u>11-54(a)(7)</u>	"Class B" intoxicating liquor retailer's license	\$500.00
<u>11-54(a)(8)</u>	"Class C" wine license (per year)	\$100.00
<u>11-54(a)(9)</u>	Reserve "class B" intoxicating liquor license:	
	Fee for initial issuance	\$10,000.00
	Renewal fee (annual)	\$500.00
<u>11-54(a)(10)</u>	"Class B" license for full-service restaurants	
	Fee for initial issuance	\$10,000.00
	Renewal fee (annual)	\$500.00
<u>11-61(a)</u>	License transfer fee	\$10.00
<u>11-61(b)</u>	Change of agent	\$10.00
<u>11-69(d)</u>	Outdoor sports activities with "class B" licenses event application review fee	\$50.00
<u>11-73(a)</u>	Operator's license fee	\$35.00
<u>11-73(b)</u>	Temporary operator's license	\$15.00
<u>11-73(c)</u>	Provisional operator's license	\$15.00
<u>11-99</u>	Cigarette license	\$100.00
<u>11-132(c)</u>	Direct seller application filing fee (annual)	\$100.00
<u>11-155(a)(1)</u>	License to operate amusement devices	\$15.00
<u>11-155(a)(2)</u>	Video game of chance license	
<u>11-155(b)(1)</u>	Minor arcade license (per year)	\$100.00
<u>11-155(c)(1)</u>	Major arcade license (per year)	\$300.00
<u>11-157(b)</u>	Minor arcade license transfer fee	

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 11—BUSINESSES (continued)</u>		
<u>11-220</u>	Nonmetallic mining permit fee	\$100.00
<u>11-251</u>	Blasting and rock crushing:	
	Permit fee, quarries	\$50.00
	Permit fee, gravel crushing operations	\$50.00
<u>11-362(a)</u>	Tourist Rooming House Permit Fees (per rooming house)	
<u>11-362(a)(1)</u>	Initial Permit Application Fee	\$500 (includes any initial Village inspections necessary), plus \$50 for each non-owner local agent.
<u>11-362(a)(2)</u>	Renewal Permit Application Fee	\$100.00
<u>11-362(a)(3)</u>	Change or Addition of Local Agent	\$50.00
<u>CHAPTER 17—EMERGENCY SERVICES</u>		
<u>17-26(c)(1)</u>	False alarms:	
	Responded to by Police Department:	
	First two false alarms for a location	No charge
	Third false alarm per location	\$50.00
	Fourth false alarm per location	\$75.00
	Fifth false alarm per location	\$100.00
	Sixth and subsequent false alarm per location	\$125.00
	Responded to by Police and Fire Department:	
	First two false alarms for a location	No charge
	Third and subsequent false alarm per location	\$150.00
<u>17-59(d)</u>	Ambulance fees: Resident charge	\$775.00/BLS \$925.00/ALS
<u>17-59(e)</u>	Ambulance fees: Nonresident charge	\$875.00/BLS \$1,025.00/ALS
<u>17-59(f)</u>	Ambulance fees: Medical supplies and procedures	Included in Base Amb Fees.
<u>17-59(g)</u>	Ambulance fees: Loaded mileage fee (per mile)	\$15.75/Resident \$16.25/Nonresident
<u>17-59(h)</u>	Ambulance fees: No transport—resident	\$100.00/Basic \$300.00/ALS
	Ambulance fees: No transport—nonresident	\$275.00/Basic \$375.00/ALS
<u>17-59(i)</u>	Ambulance fees: Advanced life support intercept	Actual Cost

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 20—ENVIRONMENT</u>		
<u>20-26(f)(1)a</u>	Cutting grass and weeds	Cost of mowing by PW and fine
<u>CHAPTER 23—FINANCE AND TAXATION</u>		
<u>23-74</u>	Request for statement of real property status:	
	Regular	\$35.00
	Expedited	\$55.00
<u>23-119(e)(4)</u>	Appeal filing fee	\$200.00
<u>23-143</u>	Late Filing Fee	\$25.00
<u>CHAPTER 26—FIRE PREVENTION AND PROTECTION</u>		
<u>26-81(b)</u>	Reimbursement of response costs for any fire call on any public highway for any emergency response	\$500.00
<u>26-118</u>	Permit Fee: Fire Alarm and Supp Plan Review & Insp	
	Less than 2,500 sf	\$150.00
	2,501—5,000 sf	\$187.50
	5,001—10,000 sf	\$375.00
	10,001—20,000 sf	\$675.00
	20,001—30,000 sf	\$1,050.00
	30,001—40,000 sf	\$1,350.00
	40,001—50,000 sf	\$1,650.00
	50,001—75,000 sf	\$1,950.00
	75,001—100,000 sf	\$2,250.00
	100,001—200,000 sf	\$2,550.00
	200,001—300,000 sf	\$2,850.00
	300,001—400,000 sf	\$3,300.00
	400,001—500,000 sf	\$3,600.00
	Over 500,000 sf	\$3,900.00
	Permit Fee: Fire Alarm and Supp Insp State Appr Sys	
	Less than 2,500 sf	\$75.00
	2,501—5,000 sf	\$112.50
	5,001—10,000 sf	\$187.50
	10,001—20,000 sf	\$300.00
	20,001—30,000 sf	\$450.00
	30,001—40,000 sf	\$600.00
	40,001—50,000 sf	\$750.00
	50,001—75,000 sf	\$975.00
	75,001—100,000 sf	\$1,125.00
	100,001—200,000 sf	\$1,275.00
	200,001—300,000 sf	\$1,500.00
	300,001—400,000 sf	\$1,575.00
	400,001—500,000 sf	\$1,725.00
	Over 500,000 sf	\$1,875.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
---------	-------------	----------------

CHAPTER 26—FIRE PREVENTION AND PROTECTION (continued):

	Re-submittal of approved plan	\$125.00
	Re-submittal of denied plan	Higher of 50% or \$200.00
	Occupancy permit	\$35.00
	Alteration to existing systems: Up to 20 sprinklers or 3 devices (larger systems considered new)	\$125.00
	Shell building tenant build-out	50% of normal fee based on size of tenant space
	Additional identical buildings	Higher of 125.00 or 25% of full fee for additional buildings
	Private service (mains/hydrants)	\$125.00
	Misc. devices (DACT, kitchen hood, dry chemical systems, deluge systems alarm dialers, fire door activators, clean agent	\$200.00
<u>26-145(c)</u>	Plan examination: 1st tank or component Each additional component	\$35.00 \$10.00
	Site inspection (first tank system or component) Each additional component	\$100.00 \$50.00
	Relining	\$65.00
	Self-service/key-card-code system	\$78.00
	Leak detection or protection: Plan examination Site inspection Revision of previously approved plan	\$22.00 \$43.00 \$22.00
<u>26-145(d)</u>	Plan review	\$50.00
	Site inspection: First tank Each additional tank	\$100.00 \$50.00

CHAPTER 35—MOTOR VEHICLES AND TRAFFIC

<u>35-248(c)(4)d</u>	Processing fee, notice to appear in court for nonmoving traffic	\$15.00
<u>35-283(c)</u>	Bicycle identification tag	\$5.00
<u>35-311(e)</u>	Fee for bail deposits	\$3.00
<u>35-444</u>	Parade and procession permit fee	Any amounts under 35-446

CHAPTER 36 - EVENTS ON PUBLIC PROPERTY REQUIRING A PERMIT

<u>36-16</u>	Applicaton for Special Event Permit	\$100.00
--------------	-------------------------------------	----------

Appendix A - Fee Schedule

Section	Description	March 25, 2019
---------	-------------	----------------

CHAPTER 44—PARKS AND RECREATION

<u>44-24(d)</u>	Park shelter rental:	
	Diamond reservation - Lewis Park (NonResident)	\$25.00
	Diamond Reservation - Wm McFarland Park (NonResident)	\$25.00
	Soccer Field Reserv. - Wm McFarland Park (NonResident)	\$25.00
	Temporary Structure Fee	Based on Actual Cost
	Park rental fees (no fields):	
	Limited Basic Parks (Gazebo & Small Parks)	\$10.00
	McDaniel - Shelter (Resident)	\$50.00
	McDaniel - Shelter (NonResident)	\$75.00
	McDaniel - Shelter Local business group	\$75.00
	McDaniel - Shelter Nonlocal business group	\$140.00
	Lewis & Brandt - Shelter Only (Resident)	\$100.00
	Lewis & Brandt - Shelter Only (NonResident)	\$150.00
	Lewis & Brandt - Local business group	\$150.00
	Lewis & Brandt - Nonlocal business group	\$300.00
<u>44-24(d)</u>	Park shelter rental:	
	Special Event Application Fee (non-refundable)	\$100.00
	Special Event Fee per Day	\$200.00
	Brandt Park - Shelter & Softball Fields (Local)	\$200.00
	Brandt Park - Shelter & Softball Fields (Nonresident)	\$300.00
	Vendor Fee	\$100.00
<u>44-24(e)</u>	Refundable Security Deposit - Facility Rental	\$100.00
	Lewis Park Shelter Refundable Deposit	\$200.00
	Special Event Security Deposit	\$250.00
<u>44-26(4)(d)</u>	Dog park permit:	
	Resident:	\$15.00 annual
	Seniors 55 and older	\$10.00
	Additional dog annual	\$6.00
	Daily permit	\$3.00
	Nonresident:	\$25.00 annual
	Seniors 55 and older	N/A
	Additional dog annual	\$6.00
	Daily permit	\$4.00

CHAPTER 47—PUBLIC UTILITIES

<u>47-45</u>	Processing fee, private well operation permit application	\$75.00
<u>47-20</u>	New construction water use fee	\$50.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
---------	-------------	----------------

CHAPTER 47—PUBLIC UTILITIES (continued):

<u>47-79(d)(2)</u>	Bimonthly customer charge - Sanitary sewer users	
	Size of meter	Bimonthly charge
	5/8-inch	\$28.05
	3/4-inch	\$28.05
	1-inch	\$40.71
	1¼-inch	\$49.11
	1½-inch	\$61.01
	2-inch	\$86.11
	3-inch	\$142.98
	4-inch	\$224.78
	6-inch	\$430.48
<u>47-79(d)(3)</u>	Charge for each 1,000 gallons of normal domestic strength	\$3.14
<u>47-79(d)(4)</u>	Category A users service charge	Customer charge plus the volume charge for each applicable billing cycle
<u>47-79(d)(5)</u>	Category B users discharging normal domestic strength	\$67.26
	Additional charge for more than 12,500 gallons	\$3.14
<u>47-79(d)(6)</u>	Category C users high strength surcharge:	
	BOD charge per pound in excess of 250	\$0.186
	Suspended solids charge per pound in excess	\$0.205
	TP charge per pound in excess of ten	\$0.035
	TKN charge per pound in excess of 40	\$0.777
<u>47-80</u>	Charge per quarter for each meter up to a one-inch meter	\$0.92
<u>47-159(b)</u>	Utility connection charges	
	Sewer hookup and lateral for new buildings	\$450.00
<u>47-271(b)</u>	Stormwater utility fee per ERU per year	\$88.98
<u>47-272(h)</u>	Credit application fee	\$50.00
	Notice of appeal fee	\$50.00

CHAPTER 50 - SOLID WASTE

50-5	Solid Waste Collection Charge, per residential unit. Residential Unit - Btw. 1 - 4 dwelling units	\$141.00
-------------	--	-----------------

CHAPTER 53—STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

<u>53-126</u>	Excavations of streets, alleys, public ways and	\$10.00
<u>53-127(b)</u>	Street opening permit	\$25.00
<u>53-241</u>	Street privilege permit	\$10.00
<u>53-306</u>	Removal of snow and ice by Village after notice	Cost, minimum \$35.00
<u>53-482</u>	Application for driveway permit	\$50.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 56—SUBDIVISIONS</u>		
<u>56-176</u>	Fees in lieu of parkland dedication	\$4,115.00 per dwelling unit
<u>56-238(b)</u>	Engineering fee	Engineering fee shall be equal to actual cost as billed to Village including inspections.
<u>56-238(c)(1)a.</u>	Preliminary Plat review:	
	Preliminary Plat review fee	\$500.00, plus actual legal, financial and engineering costs, including publication and notification charges
	Additional fee, per lot \$50.00	\$50.00, plus actual legal & engineering costs, incl publi & notification charges
<u>56-238(c)(1)b.</u>	Preliminary Plat Reapplication fee if submitted within 36 months of original preliminary plat.	\$500.00, plus actual legal, financial and engineering costs, including publication and notification charges
<u>56-238(c)(2)a.</u>	Final Plat review:	
	Final Plat review fee.	\$500.00, plus actual legal, financial and engineering costs incurred by the Village
	Additional fee, per lot \$50.00	\$50.00, plus actual legal and engineering costs incurred by the Village
<u>56-238(c)(2)b.</u>	Final Plat Reapplication fee if submitted within 36 months of original final plat.	\$400.00, plus actual legal, financial and engineering costs.
<u>56-238(c)(2)c.</u>	Review of the development agreement <i>including addendums</i> for each phase of a plat	\$400.00 plus actual legal, financial and engineering costs incurred by the Village
<u>56-238(c)(3)</u>	Certified Survey Map review fee	\$300.00, plus actual legal, financial and engineering costs, including publication and notification charge.
<u>56-238(d)</u>	Condominium development review:	
	Condominium review fee	\$300.00, plus actual legal, financial and engineering costs, including publication and notification charges.
	Additional fee, per unit shown on a condominium plat, less \$20.00 for each lot shown on a Preliminary Plat or CSM for the same project	\$40.00, per lot plus publication and notification charges
<u>56-238(f)</u>	Digitizing the mapping of the approved land division, plat or condominium	Cost
<u>56-238(g)(1)</u>	Escrow deposits for plats	\$5,000.00

Appendix A - Fee Schedule

Section	Description	March 25, 2019
<u>CHAPTER 59—VEGETATION</u>		
<u>59-24(a)</u>	Permit for planting, maint and removal of trees and shrubs	\$5.00
<u>CHAPTER 62—ZONING</u>		
<u>62-17</u>	Escrow deposits:	
	R-E, R-3 General Residence and PD Planned Development Districts up to 50 acres	\$5,000.00
	R-E, R-3 General Residence and PD Planned Development Districts greater than 50 acres	\$10,000.00
	Site/design review for new buildings/additions totaling 5,000 square feet or more and requiring site/design review under Section 62-310(b). For all other projects requiring site/design review under Section 62-310(b), no escrow deposit shall be required; however, applicants shall be responsible for reimbursing the Village for consulting time	\$2,000.00
	Staff and consultant review costs	Consultant costs shall be the actual costs as billed
<u>62-64</u>	Where no previous fee has been collected (fees in lieu of parkland dedication)	\$4,115.00 per dwelling unit
<u>62-69(d)</u>	Chickens Annual Permit Fee	\$20.00
<u>62-108(a)(5)</u>	Conditional use permit application <i>and issuance</i> fee	\$275.00, plus actual legal and engineering costs, including publication and notification charges incurred by the Village
<u>62-117(d)(2)d.</u>	Permit application fee for bed & breakfast establishments	\$100.00
<u>62-206(d)</u>	Application for signal receiving antenna permit where a conditional use permit is required.	Same as fee for conditional use permit and site design plus actual legal and engineering cost by a Telecommunications and safety consultant.
<u>62-309(b)(5)</u>	Occupancy permit fees: One-family residences All other uses Multifamily residences (per dwelling unit)	 \$50.00 \$75.00 \$50.00
<u>62-310(g)</u>	Site/design review	\$400.00 plus actual legal and engineering costs

Appendix A - Fee Schedule

Section	Description	March 25, 2019
---------	-------------	----------------

CHAPTER 62—ZONING (continued):

<u>62-343(d)</u>	Fee for processing a petition for a zoning change or Text amendment Map amendment	\$250.00 plus actual legal costs, including publication and notification charges. \$250.00 plus publication and notification charges.
<u>62-363(e)</u>	Application for hearing before Board of Zoning Appeals	250.00, plus actual legal and engineering costs, including publication and notification charges incurred by the Village
<u>62-676(b)</u>	Fee for issuance of certificate of compliance	Fee included with occupancy permit



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding the acceptance of the Aquatics Feasibility Study.

PREVIOUS ACTION:

The Parks, Recreation, and Natural Resources Committee met on March 14, 2019 and unanimously recommended to the Village Board acceptance of this study.

ISSUE SUMMARY:

Included within your packet is the final draft of the Aquatics Feasibility Study. This comes to the Village Board following an Open House held by the Consultant to gather public input on the project and recommendation of acceptance by the Parks, Recreation, and Natural Resources Committee. The project was originally approved as part of the 2018 Budget and began last year but carried into 2019 for completion. This is not a study that decides what type of aquatics amenity should be installed or where it should be constructed. This is simply a study to see what could be possible in our Village in a very hypothetical sense to better understand the realities on what aquatics development looks like in a public setting. The information collected to examine capital costs, operating costs, open space options, models to follow, and types of amenities to consider. A master planning project or even a design project would be more specific in identifying details regarding a potential project that would be something for the Village to consider at some point in the future. The feedback gathered would suggest that some level of outdoor aquatics development would be desirable in the Community and the information collected here could help the Village consider how it proceeds. Again, this is meant to be a resource and a tool for the Village as part of future decisions and actions it may wish to consider with these types of amenities.

FINANCIAL/BUDGET IMPACT:

The study was approved and funded in 2018 with funds held over into 2019 to cover the expense as is appropriate. There are a variety of expenses associated with aquatics development that are spelled out within the document that would be considered as part of separate future projects.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for acceptance.

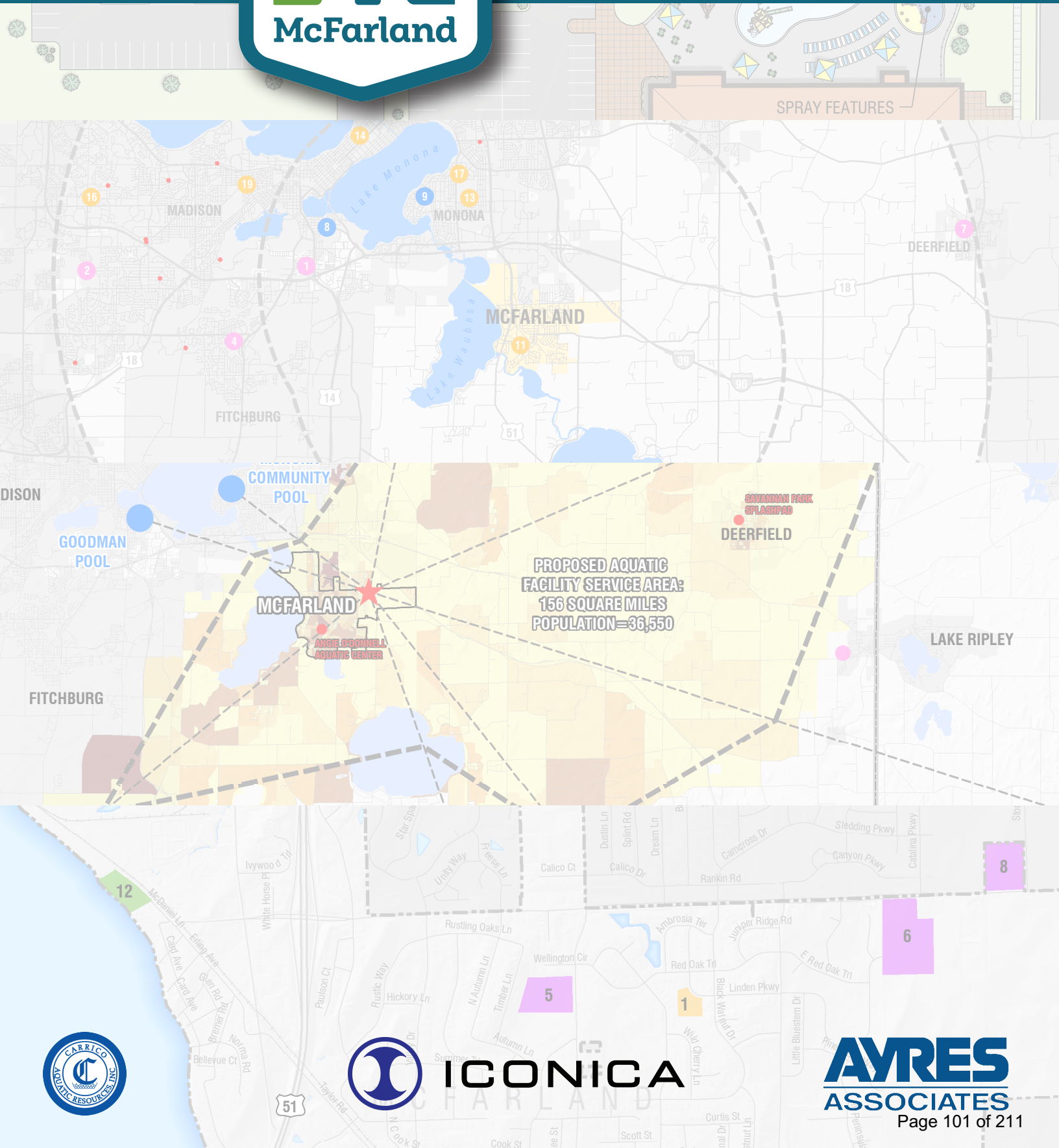
ATTACHMENTS:

1. 19_0318_McFarland Aquatic Study - Report
2. 19_0318_McFarland Aquatic Study -Maps

2019



VILLAGE OF McFARLAND AQUATIC FACILITY STUDY



ICONICA

AYRES
ASSOCIATES

ACKNOWLEDGEMENTS

McFarland Parks, Recreation & Natural Resources Committee

Dan Kolk, *Chairperson-Village Trustee*
Shaun O'Hearn, *Vice Chairperson-Village Trustee*
John Feldner, *Citizen Member*
Chuck Rolfsmeyer, *Citizen Member*
Rick Ruecking, *Citizen Member*
Katharine Pease, *Citizen Member*
Jacob Schkirkie, *Citizen Member*
Jacob Tissue, *Citizen Member*
Darrell Waldera, *Citizen Member*

Village of McFarland Staff

Matt Schuenke, *Village Administrator*
Pauline Boness, *Community Development Director*
Jim Hessling, *Public Works Director*
Alan Coville, *Former Public Works Director*

Planning and Design Assistance

Ayres Associates
5201 East Terrace Drive, Suite 200
Madison, WI 53718
608.443.1200
ayresassociates.com

Carrico Aquatic Resources
720 North Parkway Street
Jefferson, WI 53549
920.541.3600
carricoaquatics.com

Iconica
901 Deming Way, Suite 102
Madison, WI 53717
608.664.3500
iconicacreates.com

TABLE OF CONTENTS

Project Background	1
Definitions	1
Trends	1
Past Planning Documents	2
Meetings and Public Input	2
Meetings	2
Visual Preference Survey Results and Community Comments	3
McFarland Demographics	5
Potential Sites	6
Potential Site Locations	7
Potential Site Images	7
Market Analysis	8
Nearby Facilities	8
Nearby Facility Inventory (10 Mile Radius)	9
Site Selection	10
Regional Facility Feasibility	11
Recommendations	13
Scenario 1	13
Scenario 2	14
Scenario 3	15
Scenario 4	15
Scenario 5	16
Scenario 6	16
Implementation	17
Expected Operational Budget.	17
Staffing Requirements.	18
Construction Cost Estimate.	18
Operational Summary	19
Concept to Construction	19
Project Phases	19

Appendix

Map 1: Population Density
Map 2: Projected Future Population Density
Map 3: Potential Sites
Map 4: Potential Sites – Aerial Photos
Map 5: Nearby Facilities
Map 6: Future Land Use
Map 7: Nearby Destinations and Routes
Map 8: Regional Aquatic Center Service Area Analysis
Map 9: Civic Splashpad
Map 10: Splashpad
Map 11: Neighborhood Pool
Map 12: Regional Aquatic Facility
Map 13: Aquatic Facility Typical Sizes



This plan has been prepared to guide the Village of McFarland in the selection and development of new aquatic facilities. The goal is to analyze existing facilities, future demographics and market factors to determine the type and location of new facilities that would best meet the needs of Village residents. Currently, the only aquatic facility available to residents of the Village of McFarland is the Angie O'Donnell Aquatic Center. This traditional 6-lane, indoor lap pool is located in McFarland High School and is open to the public at designated times. The pool is closed due to construction at the time of writing of this plan but is scheduled to be reopened in April 2019.

McFarland has a strong swimming background. The Village has youth swimming teams such as the McFarland Spartan Sharks and the McFarland boys' swimming team won six consecutive Division II state titles between the years 2007 to 2012. This abundance of organized swimming team use of the high school pool leaves little time available for recreational and open swim use.

Project Background

Definitions

Terminology is used in this report to define different types of aquatic facilities. See **Map 13** in the Appendix for examples of the different facility types.

Aquatic Facility – Refers to any aquatic based recreational amenity including neighborhood pools, aquatic centers, splashpads, and civic splashpads.

Neighborhood Pool – A traditional pool with six to eight lanes designed for recreational and competitive swimming. This type of pool often has a small offering of the features found in more modern aquatic centers such as spray features, play structures and slides.

Aquatic Center (Regional Facility) – This type of pool design includes zero depth entry, play structures, waterslides and lazy rivers.

Splashpad – A designated area with in-ground and above-ground spray features. A typical splashpad is between 1,500 and 3,000 square feet.

Civic Splashpad – Civic splashpads are smaller splashpads found in urban environments, such as outdoor malls or plaza areas. They consist of only in-ground spray features.

Trends

Recent national trends in aquatic facility design have shifted from traditional lap pools to family aquatic centers that have some of the same features as larger waterparks. Features such as zero depth entry pools, lazy rivers and wave pools were once only found in larger commercial facilities but now are commonly found in municipal pools. According to the National Recreation and Park Association, traditional pools may see attendances below 100 people per day while new facilities commonly draw over 500. The additional entertainment value of the modern pool facility is also reflected in the cost of admission. While traditional pools commonly charge \$1 or \$2 a day for admission, a new aquatic center may often charge \$10 or more.

Another emerging trend is the presence of splashpads and splash playgrounds in communities nationwide. Splashpads have replaced wading pools and have become the reason many people go to certain parks in the summer months. Splashpads do not require the maintenance and staffing of a traditional pool so they do not suffer from the same high operational cost. Typical splashpad users are children between the ages of 2 and 12.

Inclusion of new technologies is often part of the design of aquatic facilities and park facilities, in general. Amenities like wireless internet, motion sensing light systems and pedestrian tracking technologies are commonly found in recreational facilities nationwide.

Past Planning Documents

Village of McFarland Outdoor Recreation and Open Space Plan (2013 - 2018)

The Village prepared the Outdoor Recreation and Open Space plan to establish goals, objectives and policies to serve as a base for subsequent recreation and conservation planning efforts. The creation of the plan also made the Village eligible for federal, state and county recreational and conservation grants for five years.

Some goals and objectives of the plan include:

- Provide an adequate supply and maintenance of park, recreation and open space facilities for the enjoyment of all age groups and capabilities of McFarland residents.
- Explore new and innovative funding methods for outdoor park and recreation facilities.
- Explore ways to better market parks, conservancies and open spaces to the public through brochures, maps, website, etc.
- To recognize the differing nature of open space needs, from locally provided neighborhood parks and communitywide facilities, to county-provided, large scale resource areas.
- Support efforts to build or expand park facilities (e.g. community center, senior center, splashpad) to serve residents of all ages for meetings, recreational activities and social events.

Village of McFarland Comprehensive Plan (2017)

In 2017, a two-volume plan was prepared to develop a framework for future Village growth. Sections of the plan included recommendations related to natural resources, land use, transportation, economic development and community facilities. This was the fourth master planning document the Village had prepared with previous versions having been created in 1983, 1994 and 2006. Notably, the results of a community-wide survey conducted for the 2017 plan found that the development of a splashpad or water-based park was a high priority among Village residents.

Meetings and Public Input

Meetings

Meeting 1 – Kick-Off Meeting (Internal Meeting). September 24, 2018: The kick-off meeting introduced the planning consultant and Village staff and laid out the goals of the development of this plan. The overall scope of the project was discussed as well as site opportunities, site constraints, budget and schedule. A public meeting was scheduled for February 2019.

Meeting 2 – Staff Review Meeting (Internal Meeting). October 15, 2018: The planning consultant presented initial findings on site and market analysis.

Meeting 3 – Staff Review Meeting (Internal Meeting). January 28, 2019: The planning consultant presented conceptual options to Village staff.

Meeting 4 – Public Meeting. February 21, 2019: The public meeting was held at Village Hall, 5915 Milwaukee Street from 6-7 PM. The planning consultant gave an overview of the project and the progress to this point. After the presentation, public feedback was given on possible project options and comment cards were collected. A visual preference survey was conducted to determine both the type and location of facility that was most popular among meeting attendees.

Visual Preference Survey Results and Community Comments

The Village of McFarland values public input and believes that community members should be engaged early on in decisions that affect them. The community was invited to provide feedback on where new aquatic facilities would be desired and what type of amenities they would like to see in these facilities. The opportunity to comment was made available at the public information meeting through group discussion, visual preference survey boards, comment cards and online postings.

Visual preference survey boards were created which are 24"x36" mounted graphics depicting multiple potential options for aquatic facility locations and amenities. Public meeting attendees were given green and red stickers to mark images they liked or disliked with the corresponding sticker. These graphics were posted on the Village website and comments were recorded in this report.

Results of the visual preference survey are listed below:

- The neighborhood pool was the most desired facility type.
- Lewis Park was the most desired facility location. The church property and Nelson property were also popular.

Community comment cards:

- "Larger splashpad at Lewis Park would fit in with the amenities already there. Regional park on Siggelkow would draw lots of people from Madison to McFarland."
- "Some good conceptions. I find myself drawn to the work on Marsh Road. I also voted for the conception work up."
- "Both the larger splashpad at Lewis Park and an enhanced neighborhood pool on Marsh Road."

Online feedback form comments:

- "I would LOVE to see a splash pad or full pool at Lewis Park, or a pool at the church property. While the pool is more useful for more ages, we desperately need a splash pad for younger kids and kids with different abilities."
- "I am excited about the prospect of a community pool in McFarland. In other places I have lived (CA, IN, IL) access to a community pool was an important quality of life feature for me and my family. Though my children are grown now, I still see the potential benefit for families here. We have an ice rink and other facilities, why not a pool? My most recent reference for what that might look like is the Goodman Pool in Madison. I used to drive by it every day to and from work (retired now). It was a pleasure to see

families taking advantage of the facility along with swimming lessons and some competitive swimming as well. This would be a great asset to McFarland.”

- “I would like to see a community pool or regional pool, in whatever space fits best. (A private developer could make a splash pad and pay for it.) The pool should appeal to toddlers, teens and adults. The pool would need to be zero entry. It would have to be self-sustaining financially or be funded with private dollars, in order for me to support it as a voter. I support a pool but cannot afford for my taxes to go up. Also, I do not think West sides would drive past other pools to use a regional pool here. You would have to appeal to people in Cottage Grove, Deerfield, etc or other East sides for attendance, or Monona folks who want zero entry. McFarland residents should always get resident pricing. Thank you.”
- “Love these ideas. Not as concerned with location. Like the idea of the splash pad, zero depth, and lap pool together - multi-age and family friendly. We would get an annual pass and take swimming lessons. Would love concessions as well. Fully support this initiative.”
- “I don't need or want an aquatic facility in McFarland. As a senior citizen with no children living in McFarland I find this to be a total waste of my tax money. Take it to referendum and see what percentage of our residents really are willing to pay for this frill.”
- “Yes! McFarland needs an outdoor pool!! I would vote for the largest plan with the lap pool & zero entry pool. With our growing village - this would be such a positive aspect of our village for families! McFarland lacks any place for kids to go and DO SOMETHING - in winter and in summer. LOVE our bike paths, love our parks for basketball but our youth center in McFarland sadly lacks attention & attraction - very few kids attend and it seems to be the same kids over & over. Kids are seen running around the vicinity - swearing & goofing off. The only options at the youth center are video games or ping pong. WE CAN DO BETTER!! So, yes, an outdoor pool facility is needed. I am so very tired of putting my money into the town of Monona or Sun Prairie to enjoy a day of swimming. Not to mention the gas wasted, adding to traffic congestion & pollution. THANK YOU for allowing us to view the video for those of us that missed the meeting and THANK YOU for asking for our opinions.”
- “Our family would love a pool in McFarland. We currently go to Sun Prairie in the summer and get a pool pass for their outdoor pool. We would love something along those lines (zero depth entry, water features, playground), as a splash pad would only benefit those with younger kids. I like the idea of having it in site 7 or something on that side of McFarland. I think if it was off of Siggelkow, more Madison residents would come and they already have the opportunity for an affordable pool pass - the Goodman pool is outrageously expensive for those who aren't Madison residents. The residents of McFarland, Stoughton, Cottage Grove etc would benefit more from the outdoor pool. Regardless of location in McFarland or price, we would 100% get a summer pass (or year round if the option is there) every year until our kids go off to college to be able to have a convenient and safe place for our kids to go. If given the chance to have two options, a beach area would also be fantastic. We're surrounded by water but have no place to play!”
- “The best use of community funds would be the large scale project (community pool). The new indoor pool at the high school has limited use times by the community due to aquatic programming. The splash pad has a limited age range it serves. Splash pads cater to children 1-10yrs of age (maybe younger). A pool serves 0-99 yrs. Community tax monies should be appropriated for facilities/programs everyone can use.”

- “To set a McFarland aquatics facility out from the surrounding area, 50m lap lanes would help differentiate it. 50m lap lanes would help provide an opportunity to host unique swim meets, as well as prompt area swim teams to rent the facility for practices.”
- “I am most in favor of the splashpad. I think either option would be fantastic additions to the community and use of the park. It adds to the family-oriented feel of the community. That being said, I think a civic splashpad, which looks to be primarily for decoration, would be a waste. Similarly, there are other facilities nearby for indoor lap swimming, etc. such that I do not think it is necessary to build that type of facility in McFarland at this time.”
- “As a life-long resident of McFarland and parent of 3 children, I would love to see McFarland get an outdoor pool or aquatic center. There are limited community activities in McFarland and having to drive out of town is inconvenient, time consuming and costly. The high school pool is great but lessons fill up quickly and it's not the greatest for small children. I am a huge supporter of this and happy to help with fundraising efforts to make this happen sooner than later!”

McFarland Demographics

This section presents social factors that are important to understanding the community and its recreational needs. Particularly important to planning for the adequate provision of aquatic facilities are population trends and projections concerning the age characteristics of potential aquatic facility users.

Population Trends and Projections

There is a direct relationship between population and the need for aquatic facilities. Predicting how the population might grow in the future provides important information about the scale of new recreational facilities that will be needed to serve the new populations.

According to data provided by the U.S. Census Bureau, McFarland has experienced consistent population growth during the last 40 years. There was a population increase of 4,025 people (106%) from 1980 to 2010. The Wisconsin Department of Administration estimates that McFarland will experience a 27% population growth between the years 2010 and 2040 resulting in an additional 2,087 residents. Population projection information for McFarland and comparable communities is provided in the table below.

Population Projections for the Village of McFarland and Comparables (2040)

Name of Municipality	Census 2010	Estimate 2017	Projection 2020	Projection 2030	Projection 2040	Percentage Change 2010-2040
V McFarland	7,808	8,235	8,490	9,335	9,895	27%
V Deforest	8,936	9,920	9,945	11,150	12,010	34%
C Monona	7,533	7,827	7,320	7,035	6,560	-13%
V Oregon	9,231	9,917	10,300	11,620	12,560	36%
V Mount Horeb	7,009	7,121	7,625	8,415	8,945	28%
C Stoughton	12,611	12,834	13,130	13,800	14,080	12%

Source: Wisconsin Department of Administration Estimates and Projections (2013, 2017), US Census

Map 1 and **Map 2** in the Appendix show the distribution of existing and future population in McFarland.

Age

Age distribution in McFarland is shown in the following table. Age cohorts are an important consideration when determining the type of new aquatic facilities in a community because different age groups utilize different facilities. Recent trends show a decline in the number of children in McFarland between the ages of 5 and 14 and an increase in residents over the age of 55. If these trends continue, they could influence the type of aquatic facility improvements that would best serve future populations. For example, declining populations of children under the age of 14 would result in less demand for aquatic facilities such as splashpads. On the other hand, larger populations of adults over the age of 55 would increase the demand for facilities such as lap pools.

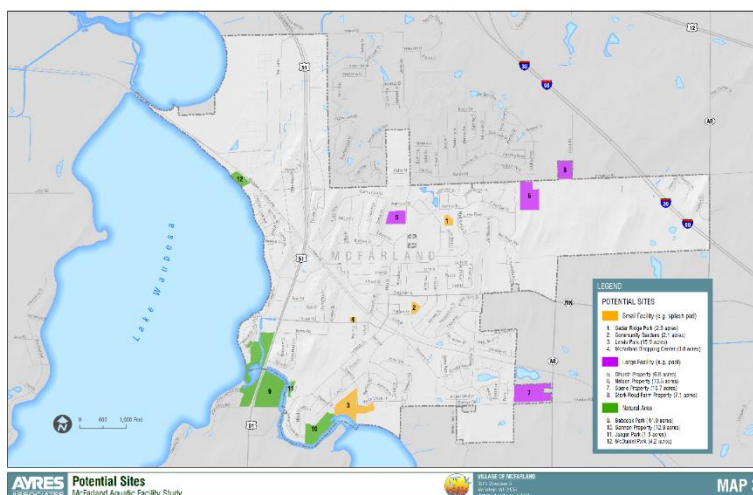
Age Distribution, 2000-2017 McFarland, Wisconsin

	2000		2017		Percent Change 2000-2017
	Number	Percent	Number	Percent	
Under 5 years	412	6.4	516	6.3	25%
5 to 9 years	534	8.3	491	6.0	-8%
10 to 14 years	591	9.2	396	4.8	-33%
15 to 19 years	490	7.6	561	6.8	14%
20 to 24 years	234	3.6	487	5.9	108%
25 to 34 years	727	11.3	802	9.7	10%
35 to 44 years	1,324	20.6	1,053	12.8	-20%
45 to 54 years	1,120	17.5	1,321	16.1	18%
55 to 64 years	475	7.4	1,341	16.3	182%
65 to 74 years	272	4.2	795	9.6	192%
75 to 84 years	189	2.9	392	4.8	107%
85 years and over	48	0.7	80	1.0	66%
Total Population	6,416		8,235		28%

Source: 2000 Census (SF-1), 2017 ACS
5 Year Estimate

Potential Sites

12 parcels were identified during the planning process as sites that could potentially be used for the development of aquatic facilities. See **Map 3** and **Map 4** in the Appendix for site locations. These sites were broken into three categories; sites that could potentially contain a large aquatic facility, sites that could potentially contain a small aquatic facility and sites that could potentially contain a natural swimming facility such as an improved beach.



Map 3 (See Appendix for full size version)

Potential Site Locations

Sites Suitable for Small Facilities (e.g. splashpad)

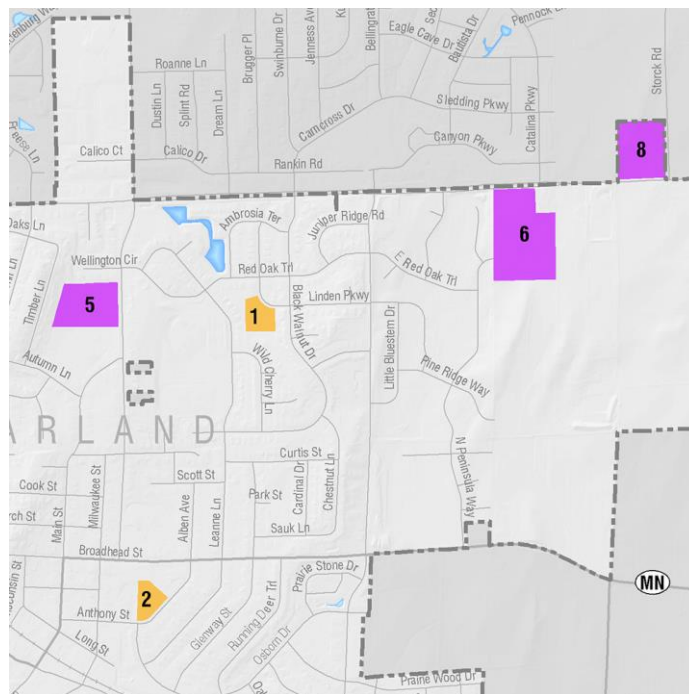
1. Cedar Ridge Park (2.3 acres)
2. Community Gardens (2.1 acres)
3. Lewis Park (15.9 acres)
4. McFarland Shopping Center (0.8 acres)

Sites Suitable for Large Facilities (e.g. pool)

5. Church Property (6.8 acres)
6. Nelson Property (13.5 acres)
7. Sperle Property (16.7 acres)
8. Stork Road Farm Property (7.1 acres)

Sites Suitable for a Natural Swimming Area (e.g. improved beach)

9. Babcock Park (44.0 acres)
10. Gannon Property (12.9 acres)
11. Jaeger Park (1.5 acres)
12. McDaniel Park (4.2 acres)



Potential Site Images



Community Gardens



Lewis Park



Church Property

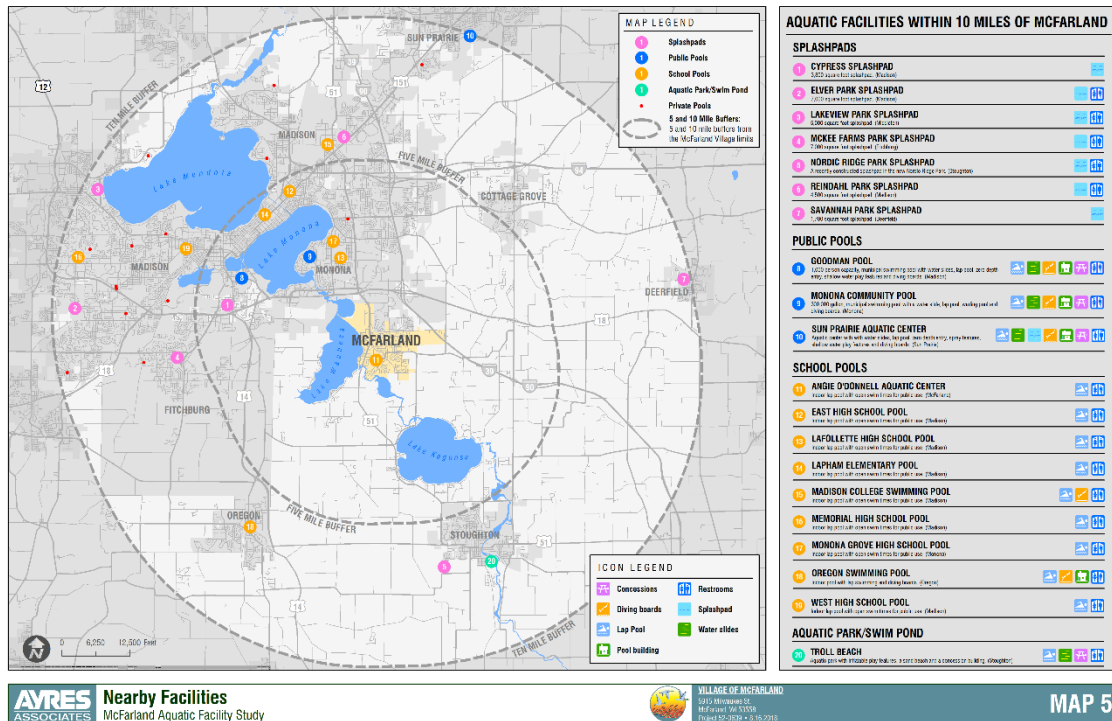


Nelson Property

Market Analysis

Nearby Facilities

An analysis of facilities in neighboring communities can be useful in determining the level of need for a new aquatic facility, what amenities may be needed in a new facility and as a means of surveying local trends. **Map 5** in the Appendix was developed to locate aquatic facilities within 10 miles of McFarland and to illustrate the different types of amenities they offered.



Map 5 (See Appendix for full size version)

There are two public pools within a 5-mile radius of McFarland and three within a 10-mile radius. Typical features in these facilities include lap pools, water slides, zero-depth entry pools and diving boards. The Sun Prairie Aquatic Center also includes spray features. Within the ten-mile radius are nine “school pools”, seven splashpads and one natural swimming area/swim pond. Within a 5-mile radius there are five “school pools” and only one splashpad. Some amenities that are becoming more common in municipal aquatic facilities were not found in the area. One example would be current channels, or lazy rivers, which were once found only in waterparks but are now a common feature in new pool design.



Current Channel

Nearby Facility Inventory (10 Mile Radius)

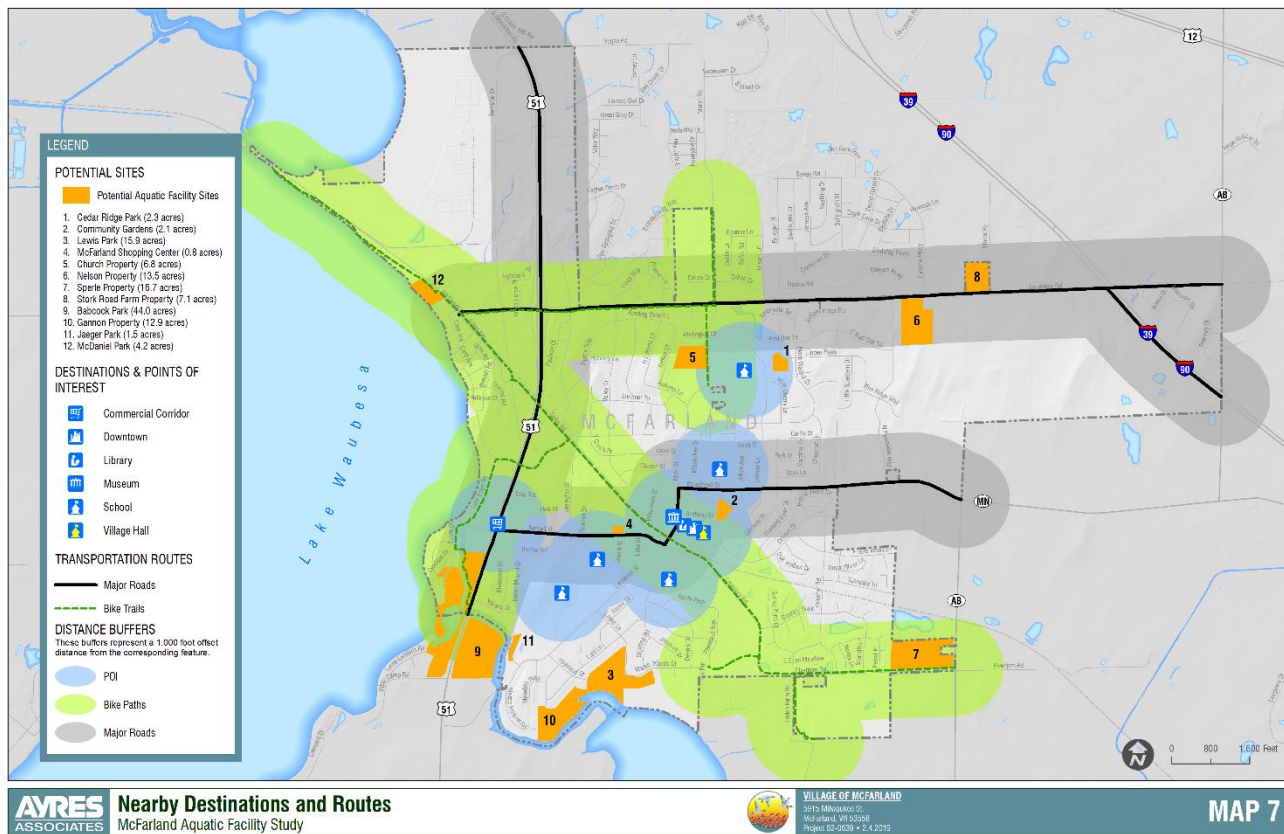
	Lap Pools	Zero Depth Pools	Water Features	Slides	Splash Pad/ Spray Features	Current Channels	Rest-rooms	Con-cessions
PUBLIC POOLS								
Goodman Pool	◆	◆	◆	◆			◆	◆
Monona Community Pool	◆			◆			◆	◆
Sun Prairie Aquatic Center	◆	◆	◆	◆	◆		◆	◆
SCHOOL POOLS								
Angie O'Donnell Aquatic Center	◆						◆	
East High School Pool	◆						◆	
LaFollette High School Pool	◆						◆	
Lapham Elementary Pool	◆						◆	
Madison College Swimming Pool	◆						◆	
Memorial High School Pool	◆						◆	
Monona Grove High School Pool	◆						◆	
Oregon Swimming Pool	◆						◆	
West High School Pool	◆						◆	
SPLASHPADS								
Cypress Splashpad					◆			
Elver Park Splashpad					◆		◆	
Lakeview Park Splashpad					◆		◆	
McKee Farms Park Splashpad					◆		◆	
Nordic Ridge Park Splashpad					◆		◆	
Reindahl Park Splashpad					◆		◆	
Savannah Park Splashpad					◆			
NATURAL AREA/SWIM POND								
Troll Beach			◆	◆			◆	◆

	Lap Pools	Zero Depth Pools	Water Features	Slides	Splash Pad/ Spray Features	Current Channels	Rest-rooms	Con-cessions
TOTAL FACILITIES IN AREA	12	2	3	4	8	0	18	4

In addition to current channels, some other amenities not found in the area were climbing walls, wave pools, flow riders and water labyrinths.

Site Selection

The twelve sites initially chosen as potential aquatic facility locations were reduced to four during the planning process. Sites were eliminated from consideration for reasons such as presumed land acquisition difficulty, population density and constructability issues. GIS analysis also was used to locate sites that would be preferred based on proximity to destinations, points of interest, major roads and bike trails. See **Map 7** in the Appendix for the results of this analysis.



Map 7 (See Appendix for full size version)

The four sites selected were:

Community Gardens Park (Site 2)

This 2-acre site has no construction issues, is near area destinations and adjacent to major transportation routes. A site of this size would be ideal for a splashpad or civic splashpad.

Lewis Park (Site 3)

Lewis Park was chosen as a potential site for a splashpad. This site was partially chosen to support improvement scenarios described later in this report calling for a small facility located in the southwest section of the Village.

Church Property (Site 5)

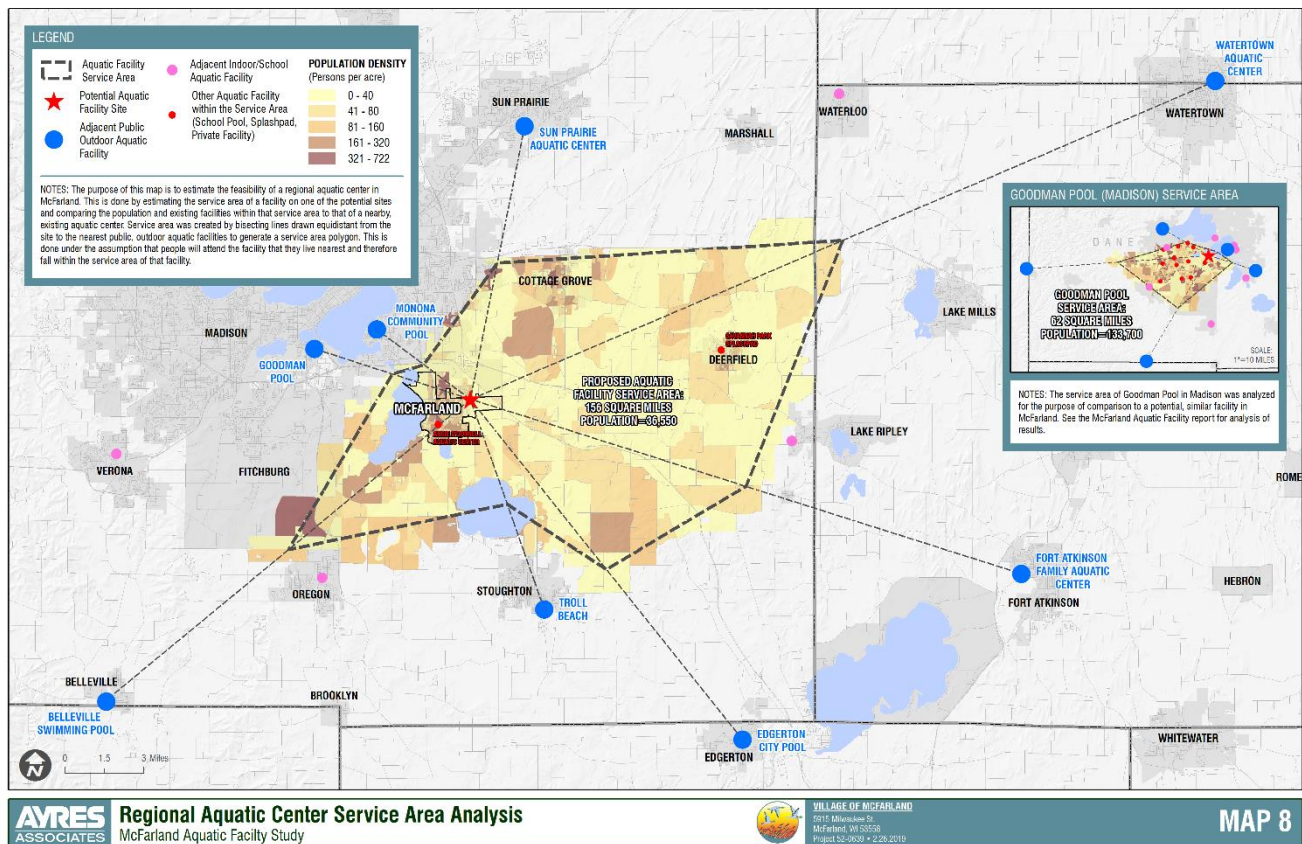
The 7-acre parcel currently owned by Christ the King Catholic Church satisfies a number of selection criteria and is large enough to support the construction of a facility such as a neighborhood pool.

Nelson Property (Site 6)

At 13.5 acres, this is the largest of the chosen sites and is capable of housing a regional aquatic center. This site is adjacent to Siggelkow Road, a major east-west connector, and adjacent to future population growth of the Juniper Ridge subdivision.

Regional Facility Feasibility

The feasibility of a regional aquatic center in McFarland was analyzed in terms of its capability to attract the number of visitors it would need to draw to fund its operation. Factors such as the size of its service area, the population within that service area and number of alternate aquatic facilities nearby are factors in that analysis. These facility scale considerations are analyzed in **Map 8**.



Map 8 (See Appendix for full size version)

This map is an attempt to estimate the feasibility of a regional aquatic center in McFarland. This is done by estimating the service area of a facility on one of the potential sites and comparing the population and existing facilities within that service area to that of a nearby, existing aquatic center. Service area was created by bisecting lines drawn equidistant from the site to the nearest public, outdoor aquatic facilities to generate a service area polygon. This is done under the assumption that people will attend the facility that they live nearest and therefore fall within the service area of that facility. The service area is then used to extract demographic GIS data and give a total population estimate.

The service area of Goodman Pool in Madison was also analyzed for a means of comparison to a potential, similar facility that could exist in McFarland. The main results of interest are the comparisons of size of service area, population within the service area and number of alternate aquatic facilities within the service area. The results are summarized in the table below.

	Service Area Size (Sq. mi.)	Service Area Population	Number of Alternate Facilities*
McFarland Regional Aquatic Facility	156	36,550	2
Goodman Pool (Madison)	62	133,700	13

*Alternate Facilities include splashpads, school pools and private facilities

The service area is much larger for the McFarland facility because there are fewer nearby, public facilities. The service area for Goodman Pool however contains far more people. This does not necessarily mean that a larger facility could not exist in McFarland. There are only two alternate aquatic facilities within the McFarland facility service area compared to 13 for Goodman Pool. With fewer alternate facilities to attend, a person living within the McFarland service area would be more likely to attend the McFarland facility than a person in the Goodman Pool service area would be to attend Goodman Pool.

There are several examples of larger, regional facilities in Wisconsin communities with a population of under 15,000.

Fort Atkinson Aquatic Center - Fort Atkinson (Population: 12,368) – Amenities include a heated lap pool, heated zero-depth pool, waterslides, play features and sand playgrounds.

Edgerton City Pool - Edgerton (Population: 5,364) – The Edgerton pool has a separate lap pool and zero-depth pool, slides, a pool building and play equipment.

Bernard F. Willi Pool - Chippewa Falls (Population: 13,661) – Amenities include a lap pool, a zero-depth pool, waterslides and concessions.

Holmen Area Aquatic Center - Holmen (Population: 9,005) – A 12,000 square feet facility with a lap pool, zero-depth pool, waterslides, play features, spray features and concessions.

Recommendations

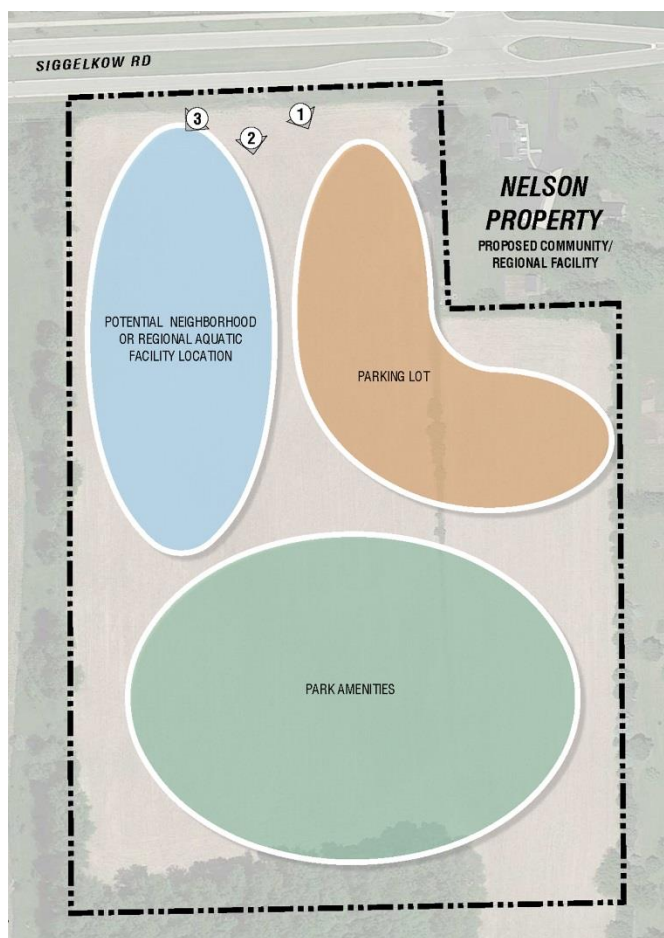
Public outreach, demographic research, market factors and GIS analysis indicate that an aquatic facility of some kind is both needed and desired in McFarland to satisfy expected future population growth. This section will present six scenarios for development of aquatic facilities. The first scenario being the most highly recommended and the sixth being the least highly recommended. Pros and cons for each scenario will be given as well as an explanation on why the scenario is recommended.

Scenario 1: Neighborhood Pool on the Nelson property and a splashpad in Lewis Park

This scenario is being recommended as the most viable option for aquatic facilities in McFarland. This scenario is the result of analysis of public input, demographic data and market analysis research.

Public survey results listed a neighborhood pool as the most desired facility type. Lewis Park was the location most desired for a facility with the Nelson property second. Demographically, the Nelson property makes sense for a location as future population data shows growth in nearby areas. It was unclear through market analysis if a larger, regional facility could draw the number of visitors required to maintain operation. A smaller, neighborhood pool with perhaps some of the features of a regional pool might be a safer financial decision without further analysis. Because the facility is being recommended on the Nelson Property on the far northwest side of the Village, a small splashpad is recommended in Lewis Park to accommodate residents in that part of the Village. This was a desired facility and location mentioned in public comment.

A park master plan should be completed for the development of this entire property if this scenario is chosen.



Pros	Cons
A neighborhood pool was the most desired facility in public survey	High cost of construction
Future population growth near the Nelson site	Site acquisition needed
Adjacent to a major road	
Multiple comment cards asked for a splashpad in Lewis Park	
This scenario provides facilities in two locations	

See **Map 10** and **Map 12** for potential site configurations and **Map 13** for facility example graphics.

Scenario 2: Regional Aquatic Center on the Nelson Property

Scenario 2 recommends the construction of a regional aquatic center on the Nelson site. A facility such as this could be a major draw to the community with the potential for future revenue generation. The downside is high initial cost and the uncertainty of generating the necessary visitation to fund operations. This type of facility also typically charges higher user fees than a traditional neighborhood pool, potentially impacting attendance.

Much of the same reasoning given in Scenario 1 for the selection of the Nelson property as a pool site apply to Scenario 2. A park master plan for the entire Nelson property should be completed if this scenario is chosen.



Example Regional Aquatic Center Concept Plan

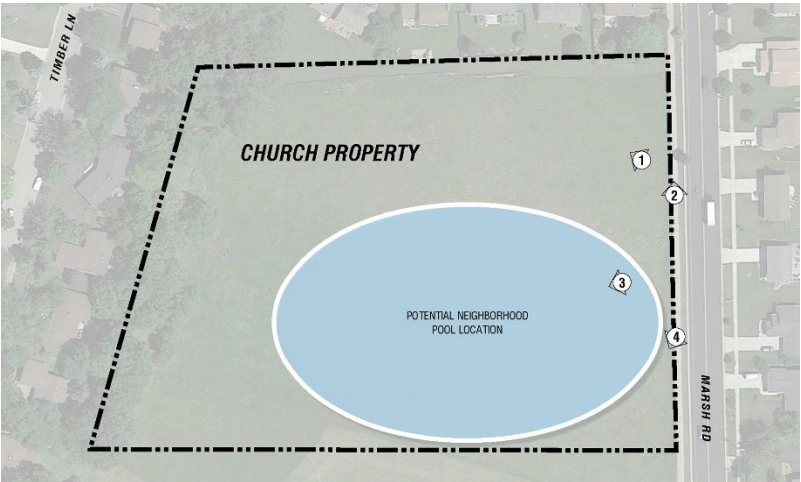
Pros	Cons
Future population growth near the Nelson site	High cost of construction
Potential to be a regional draw	Site acquisition needed
Potential for future revenue generation and Village-wide economic benefits	Uncertainty concerning whether attendance would be large enough to fund operations
Adjacent to a major road	

See **Map 12** for potential site configuration and **Map 13** for a facility example concept.

Scenario 3: Neighborhood Pool on the church property

This scenario is an alternative to Scenario 1 in the situation where land acquisition complications or other issues arise at the Nelson site. Like Scenario 1, Scenario 3 could potentially include a splashpad at Lewis Park.

See **Map 11** for potential site configuration and **Map 13** for facility example concept.

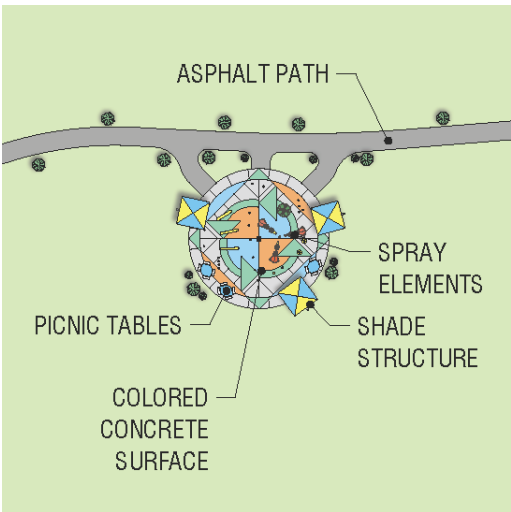


Pros	Cons
A neighborhood pool was the most desired facility in public survey	High cost of construction
Centrally located site	Site acquisition needed
Adjacent to a major road, bike trail and school	

Scenario 4: Splashpad in Lewis Park

Scenario 4 represents a lower cost alternative aquatic facility. A splashpad can be constructed at a lower cost than a full-scale pool or aquatic center but is used primarily by children under the age of 12. The age of the user of this type of facility may be an issue in McFarland as population of children ages 5 to 14 has decreased since 2000 while the population of older residents has increased.

See **Map 10** for potential site configuration and **Map 13** for facility example concept.

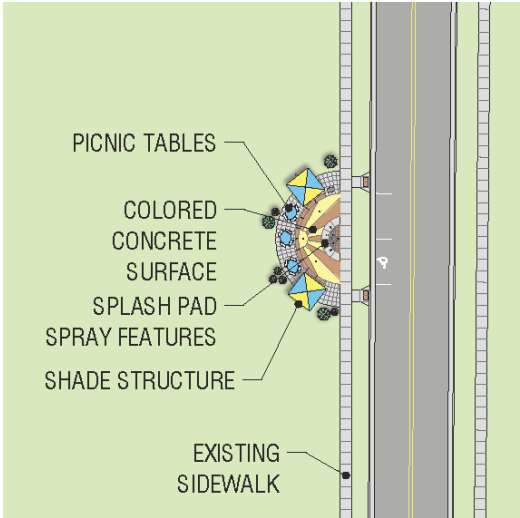


Pros	Cons
Lower cost alternative	Limited user age group
Multiple comment cards asked for a splashpad in Lewis Park	Underserves future population in terms of aquatic facilities
	Not located near area destinations, major roads or bike trails

Scenario 5: Civic Splashpad in Lewis Park or Community Gardens Park

Scenario 5 represents the lowest cost alternative for aquatic facilities. Due to its small size, a civic splashpad could be constructed on any of the selected sites. This alternative has a limited user age group and would underserve future residents in terms of aquatic facility options

See **Map 9** for potential site configuration and **Map 13** for facility example concept.



Pros	Cons
Lowest cost alternative	Limited user age group
Multiple comment cards asked for a splashpad in Lewis Park	Underserves future population growth areas
Due to small size it could be constructed at any of the potential sites	

Scenario 6: McDaniel Park Swim Beach

A public beach is an alternative to a fully built-out facility. The development of a public beach could include the construction of a concessions/restroom building as well as the provision of assigned lifeguards. Recent beach improvement projects in the area have included liners that serve to separate swimming areas from the greater waterbody and reduce water quality issues such as blue-green algae. This separation also allows for the installation of features such as inflatable slides and diving platforms. Troll Beach in Stoughton is a good example of this type of facility.

McDaniel Park is the most likely location for a beach improvement project.



Troll Beach, Stoughton

Pros	Cons
Potentially lower cost of construction	Water quality issues
Natural setting	Not centrally located

Implementation

Figures below provide an estimate of the expected costs of operation of different facility types, staffing requirements, construction costs and an operational summary.

Expected Operational Budget

Neighborhood Pool Budget Projection

OPERATION REVENUE	
Daily Admissions	\$62,000
Seasonal Passes	\$45,000
Concessions	\$22,500
Programming (Swim lessons, fitness classes)	\$35,000
Pool Rentals and Events	\$22,500
Special Events	\$20,000
TOTAL INCOME	\$207,000

OPERATING EXPENSES	
Labor/Wages	\$140,352
Concession Supplies	\$14,000
Utility Services (Water, heat, phone, electrical)	\$35,000
Operating Supplies	\$15,000
Maintenance Equipment and Repair	\$8,000
Chemicals	\$16,500
Education and Training	\$2,500
Marketing and Promotions	\$2,000
Startup and Winterization	\$8,000
TOTAL EXPENSES	\$241,352

MONEY LEFT OVER	
INCOME MINUS EXPENSES	-\$34,352

Regional Pool Budget Projection

OPERATION REVENUE	
Daily Admissions	\$104,000
Seasonal Passes	\$55,000
Concessions	\$42,000
Programming (Swim lessons, fitness classes)	\$41,000
Pool Rentals and Events	\$30,500
Special Events	\$27,000
TOTAL INCOME	\$299,500

OPERATING EXPENSES	
Labor/Wages	\$203,984
Concession Supplies	\$25,000
Utility Services (Water, heat, phone, electrical)	\$46,000
Operating Supplies	\$25,000
Maintenance Equipment and Repair	\$14,000
Chemicals	\$25,500
Education and Training	\$4,500
Marketing and Promotions	\$4,000
Startup and Winterization	\$12,000
TOTAL EXPENSES	\$359,984

MONEY LEFT OVER	
INCOME MINUS EXPENSES	-\$60,484

Staffing Requirements

Neighborhood Pool Staffing Requirements

(Staff levels based on a 12-week season with 8 hours per day open swim)

POSTION	NUMBER ON SITE	HOURS PER WEEK	NUMBER OF WEEKS	\$ PER HOUR	TOTAL LABOR COST
Pool Manager	1	40	18	\$20.00	\$14,400
Head Lifeguards	2	40	12	\$15.00	\$14,400
Swim Instructors	6	20	8	\$14.00	\$13,440
Lifeguards - Fitness/Programming	2	42	12	\$12.00	\$12,096
Lifeguards - Open Swim	8	56	12	\$12.00	\$64,512
Cleaning/Maintenance	1	28	12	\$10.00	\$3,360
Concessions/Admin. Staff	3	56	12	\$9.00	\$18,144
TOTAL STAFF COST					\$140,352

Regional Pool Staffing Requirements

(Staff levels based on a 12-week season with 8 hours per day open swim)

POSTION	NUMBER ON SITE	HOURS PER WEEK	NUMBER OF WEEKS	\$ PER HOUR	TOTAL LABOR COST
Pool Manager	1	40	18	\$20.00	\$14,400
Head Lifeguards	3	40	12	\$15.00	\$21,600
Swim Instructors	6	20	8	\$14.00	\$13,440
Lifeguards - Fitness/Programming	3	42	12	\$12.00	\$18,144
Lifeguards - Open Swim	12	56	12	\$12.00	\$96,768
Cleaning/Maintenance	1	28	14	\$10.00	\$3,920
Concessions/Admissions Mngr.	1	40	16	\$18.00	\$11,520
Concessions/Admin. Staff	4	56	12	\$9.00	\$24,192
TOTAL STAFF COST					\$203,984

Construction Cost Estimate

COST SUMMARY					
	LOCATION	ACRES	FEATURE(S)	CONSTRUCTION COST	ANNUAL OPERATIONAL COST
Scenario 1	Nelson Parcel & Lewis Park	13.5 (Nelson Parcel) 15.9 (Lewis Park)	Neighborhood Facility (Nelson Parcel) & Splashpad (Lewis Park)	\$4M - \$6M/ \$350K - \$500K	\$200K - \$300K
Scenario 2	Nelson Parcel	13.5	Regional Facility	\$7M - \$12M	\$300K - \$400K
Scenario 3	Church Parcel	6.8	Neighborhood Facility	\$4M - \$6M	\$200K - \$300K
Scenario 4	Lewis Park	15.9	Splashpad	\$350K - \$500K	\$2.5K - \$5K
Scenario 5	Lewis Park or Community Gardens	51.9 (Lewis Park) 2.1 (Com. Gardens)	Civic Splashpad	\$150K - \$250K	\$2.5K - \$5K
Scenario 6	McDaniel Park	4.2	Swim Beach	\$50K - \$80K	\$5K - \$10K

Operational Summary

OPERATIONAL SUMMARY					
	LOCATION	FEATURE(S)	SIZE	DAILY WATER USAGE	FILTRATION & SANITATION
Scenario 1	Nelson Parcel & Lewis Park	Neighborhood Facility (Nelson Parcel)	Pool: <7,500 SF Deck: 6K – 8K SF Building: 4,500 – 5,500 SF	4,500 - 7,500 GPD	High Rate Sand Filters & Chlorine Briquettes
		Splashpad (Lewis Park)	Wet Area: 3,000 SF	30,000 - 40,000 GPD (flow through)	UV Filtration Loop
Scenario 2	Nelson Parcel	Regional Facility	Pool: 12K – 20K SF Deck: 10K – 15K SF Building 5K – 7K SF	7,500 - 9,500 GPD	High Rate Sand Filters & Chlorine Briquettes
Scenario 3	Church Parcel	Neighborhood Facility	Pool: <7,500 SF Deck: 6K – 8K SF Building: 4,500 – 5,500 SF	4,500 - 7,500 GPD	High Rate Sand Filters & Chlorine Briquettes
Scenario 4	Lewis Park	Splashpad	Wet Area: 3,000 SF	30,000 - 40,000 GPD (flow through)	UV Filtration Loop
Scenario 5	Lewis Park or Community Gardens	Civic Splashpad	Wet Area: 1,000 SF	10,000 - 20,000 GPD (flow through)	UV Filtration Loop or None
Scenario 6	McDaniel Park	Swim Beach	Water: <7,500 SF	0 GDP	UV Filtration Loop

Concept to Construction

Project Phases

An individual aquatic facility construction project often involves several phases before construction can begin. Aquatic center design will often begin with a series of concept drawings. The goal of a concept plan is to determine what type of improvements are possible in the given space and to provide a guide for the development of those improvements.

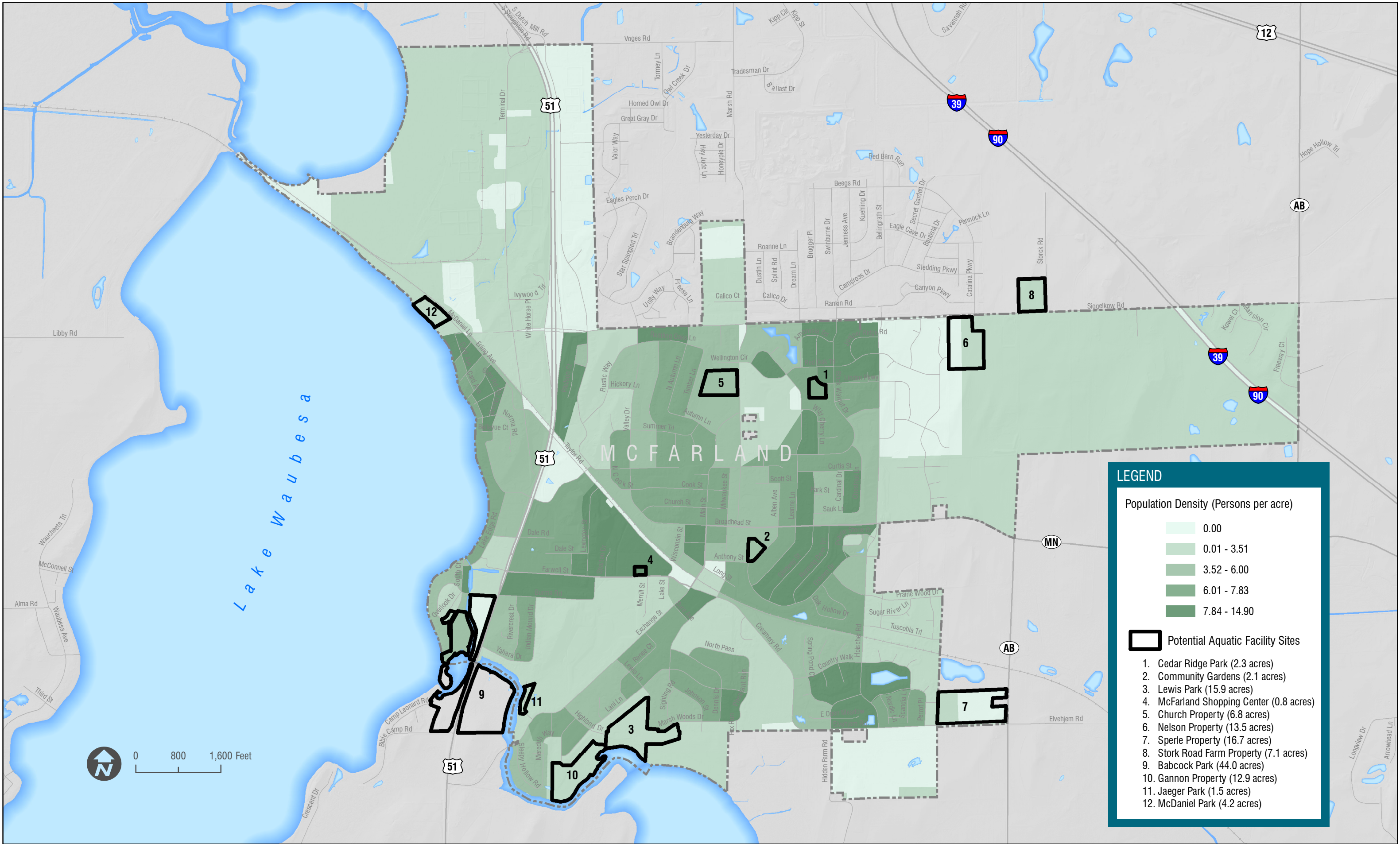
The process for development of an aquatic facility concept plan includes research and data collection to identify drainage patterns, topography and other site features. After this initial reconnaissance, a public meeting is held to gather input on the prepared concepts, preferred programming and amenities. Following this community engagement, concept development plans are revised and cost estimates are prepared. These concept plans are further refined through public feedback and staff discussions into a final graphic and summary report.



Pool Concept Plan

After a final concept has been established, construction plans can be created. An aquatic center plan often requires the collaboration of several different disciplines. Engineers, architects, electricians, plumbers and landscape architects may all be involved in the preparation of a final construction plan set.

Appendix



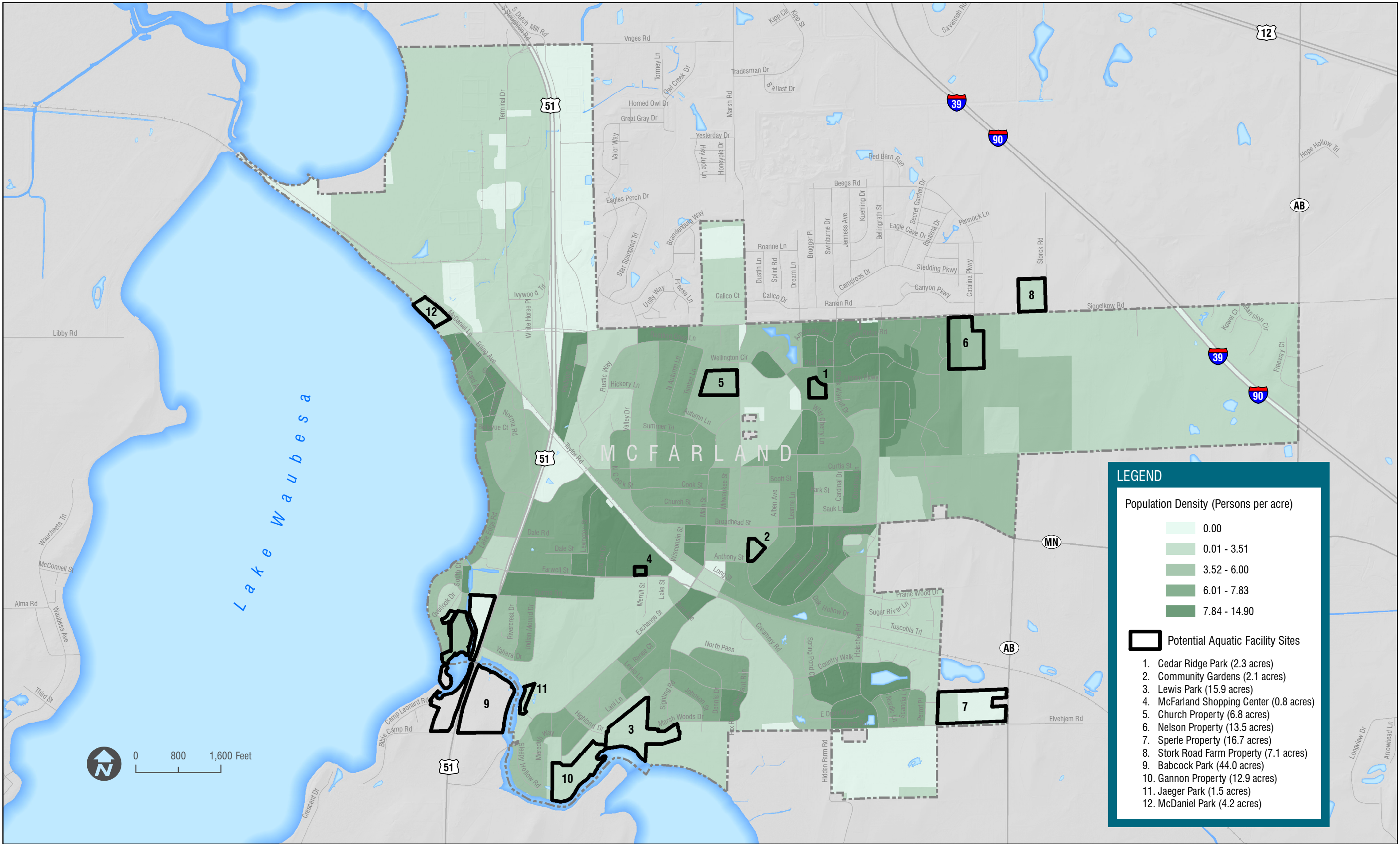
LEGEND

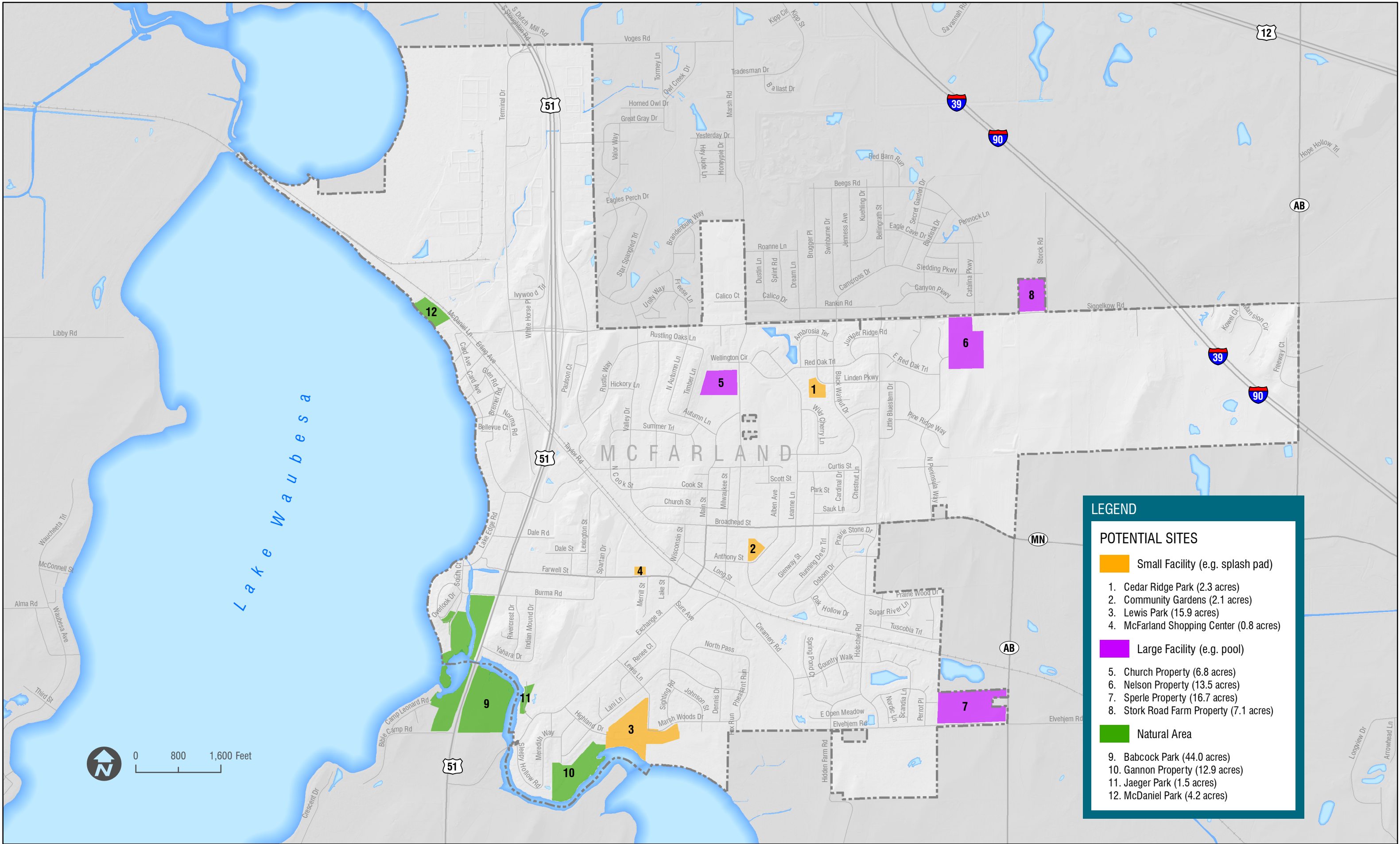
Population Density (Persons per acre)

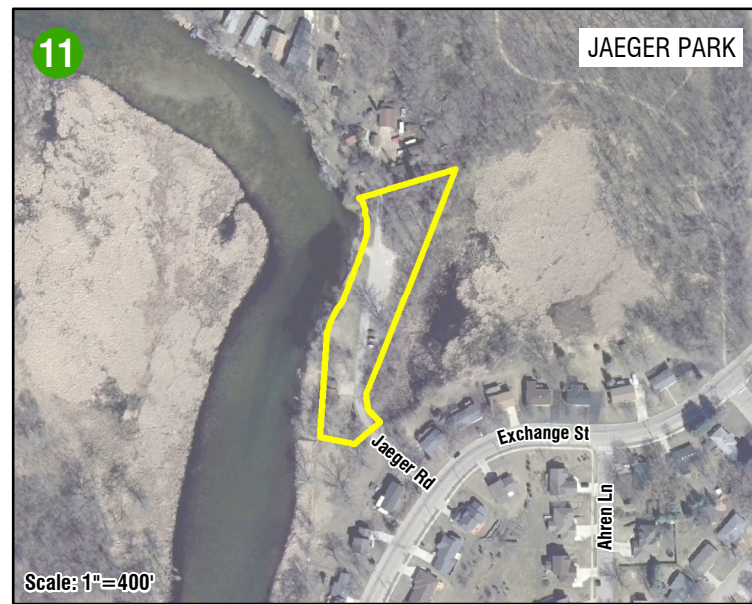
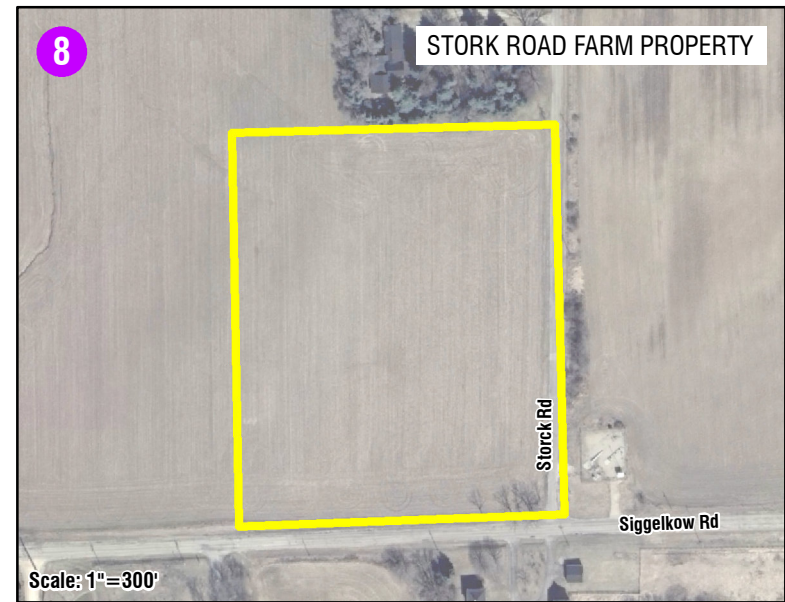
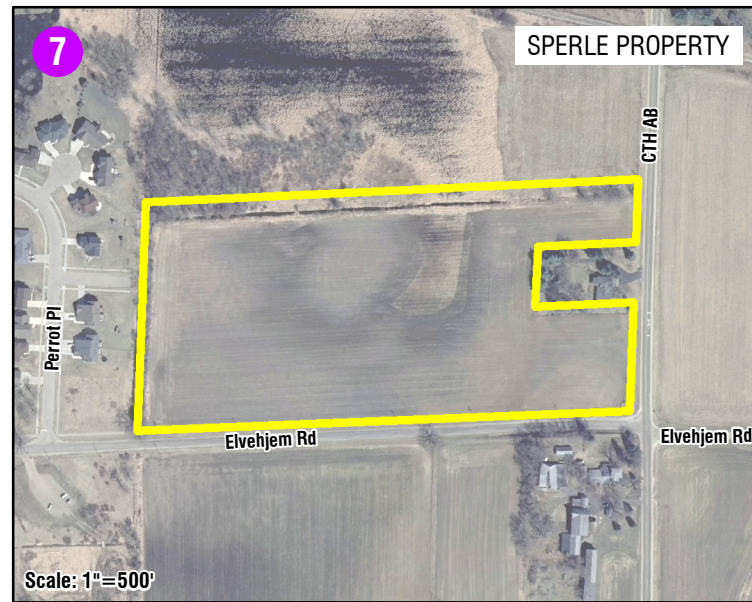
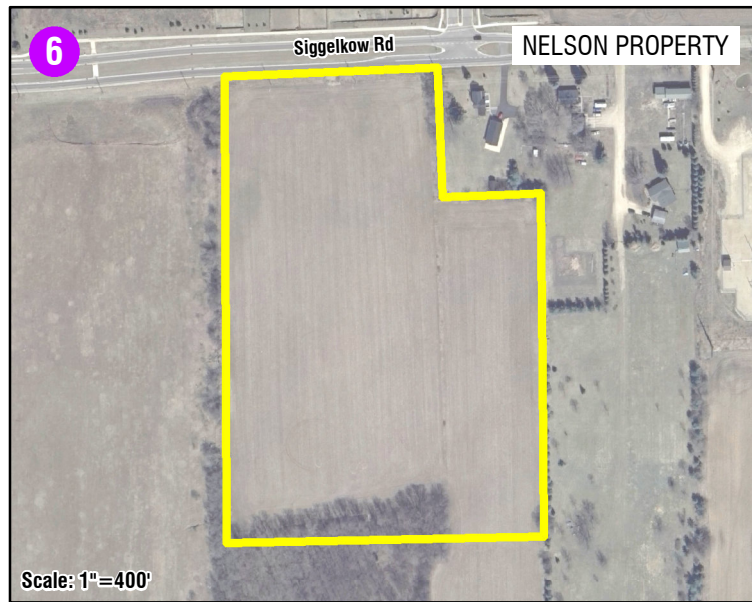
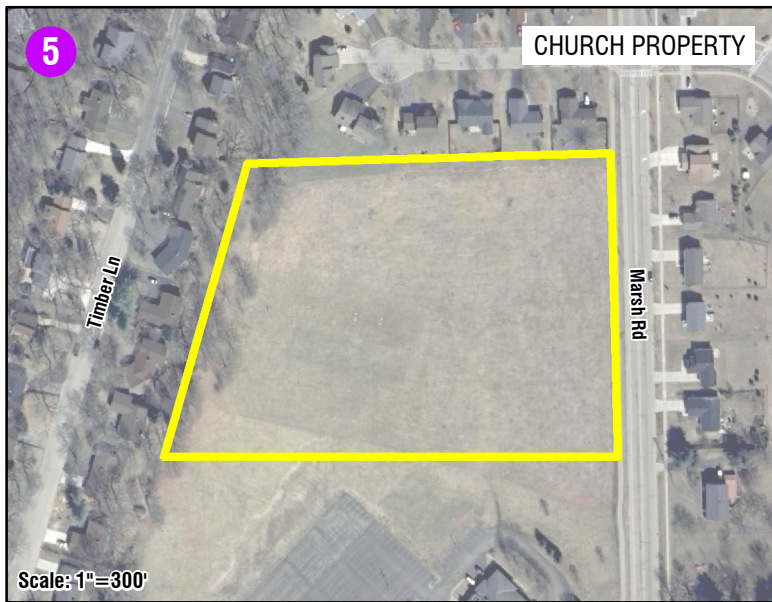
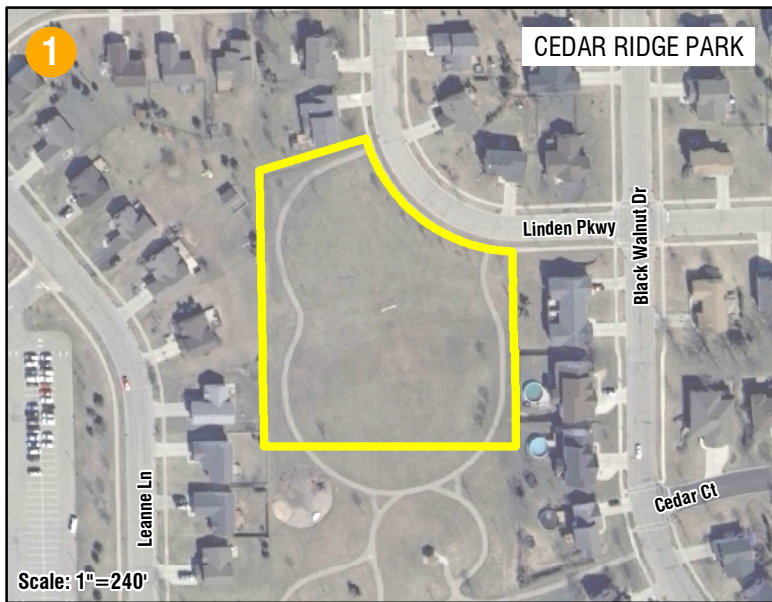
- 0.00
- 0.01 - 3.51
- 3.52 - 6.00
- 6.01 - 7.83
- 7.84 - 14.90

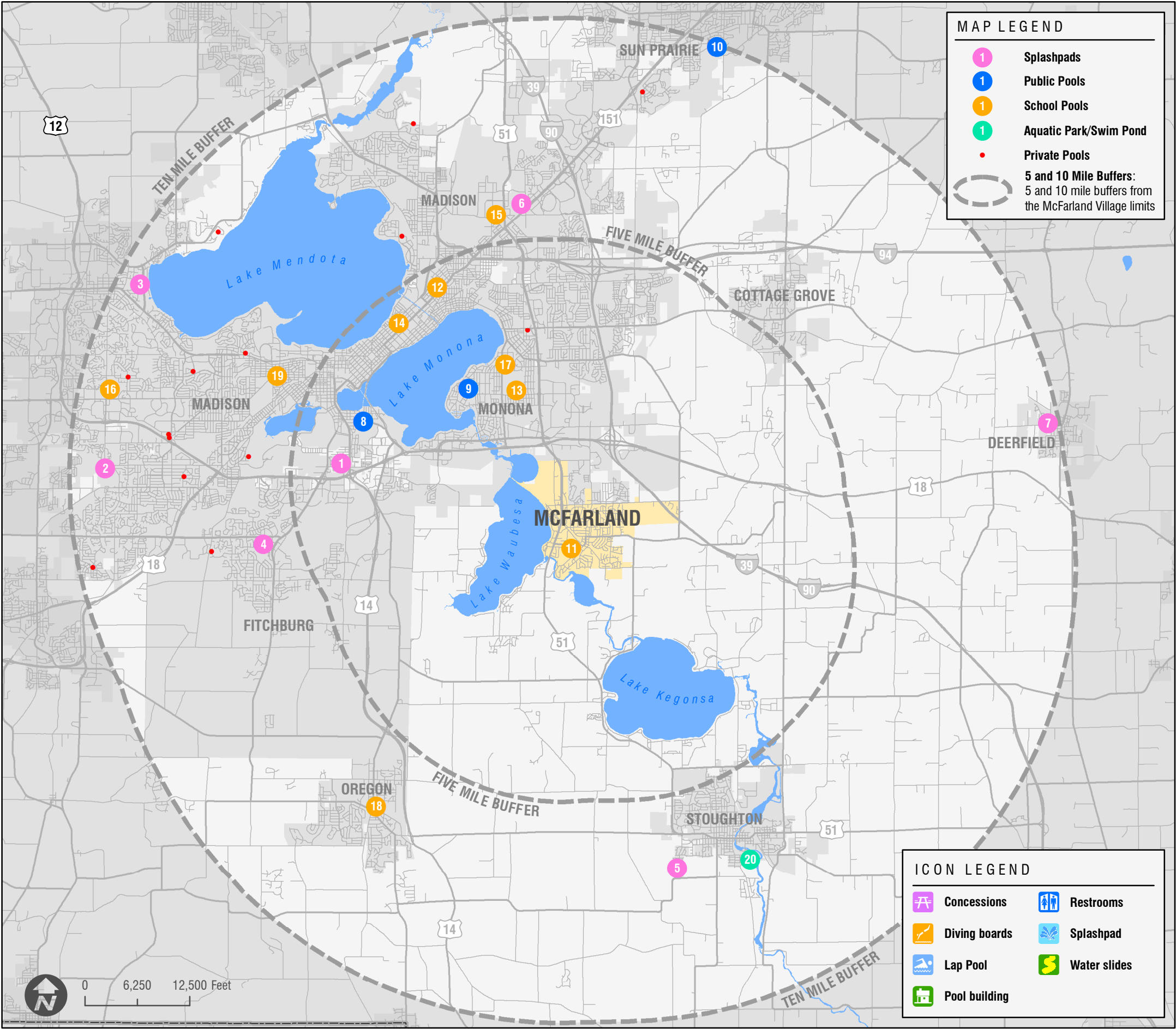
Potential Aquatic Facility Sites

1. Cedar Ridge Park (2.3 acres)
2. Community Gardens (2.1 acres)
3. Lewis Park (15.9 acres)
4. McFarland Shopping Center (0.8 acres)
5. Church Property (6.8 acres)
6. Nelson Property (13.5 acres)
7. Sperle Property (16.7 acres)
8. Stork Road Farm Property (7.1 acres)
9. Babcock Park (44.0 acres)
10. Gannon Property (12.9 acres)
11. Jaeger Park (1.5 acres)
12. McDaniel Park (4.2 acres)









AQUATIC FACILITIES WITHIN 10 MILES OF MCFARLAND

SPLASHPADS

1	CYPRESS SPLASHPAD	3,300 square foot splashpad. (Madison)	
2	ELVER PARK SPLASHPAD	7,000 square foot splashpad. (Madison)	
3	LAKEVIEW PARK SPLASHPAD	5,000 square foot splashpad. (Middleton)	
4	MCKEE FARMS PARK SPLASHPAD	7,000 square foot splashpad. (Fitchburg)	
5	NORDIC RIDGE PARK SPLASHPAD	A recently constructed splashpad in the new Nordic Ridge Park. (Stoughton)	
6	REINDAHL PARK SPLASHPAD	4,500 square foot splashpad. (Madison)	
7	SAVANNAH PARK SPLASHPAD	1,700 square foot splashpad. (Deerfield)	

PUBLIC POOLS

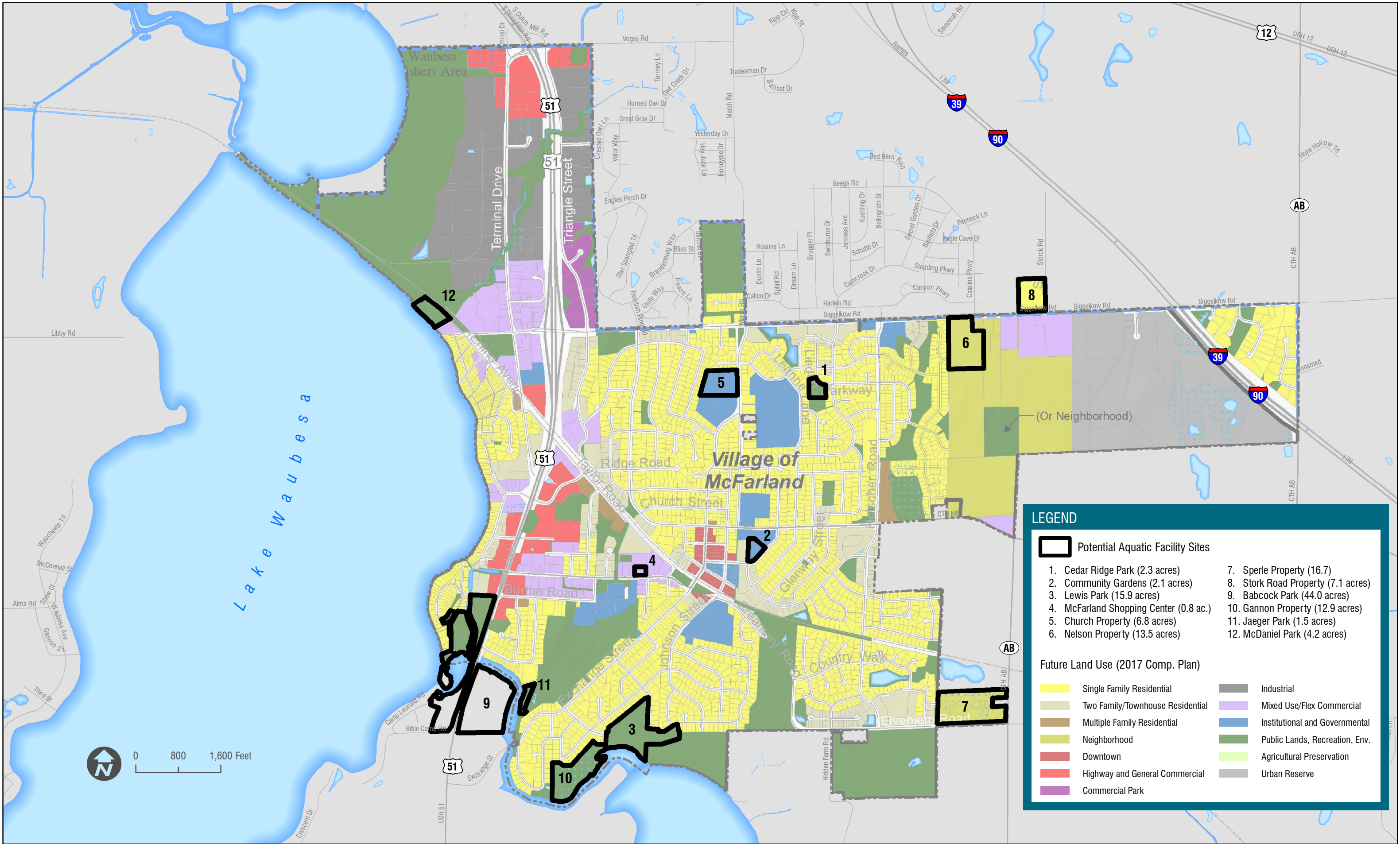
8	GOODMAN POOL	1,000 person capacity, municipal swimming pool with water slides, lap pool, zero depth entry, shallow water play features and diving boards. (Madison)	
9	MONONA COMMUNITY POOL	300,000 gallon, municipal swimming pool with a water slide, lap pool, wading pool and diving boards. (Monona)	
10	SUN PRAIRIE AQUATIC CENTER	Aquatic center with with water slides, lap pool, zero depth entry, spray features, shallow water play features and diving boards. (Sun Prairie)	

SCHOOL POOLS

11	ANGIE O'DONNELL AQUATIC CENTER	Indoor lap pool with open swim times for public use. (McFarland)	
12	EAST HIGH SCHOOL POOL	Indoor lap pool with open swim times for public use. (Madison)	
13	LAFOLLETTE HIGH SCHOOL POOL	Indoor lap pool with open swim times for public use. (Madison)	
14	LAPHAM ELEMENTARY POOL	Indoor lap pool with open swim times for public use. (Madison)	
15	MADISON COLLEGE SWIMMING POOL	Indoor lap pool with open swim times for public use. (Madison)	
16	MEMORIAL HIGH SCHOOL POOL	Indoor lap pool with open swim times for public use. (Madison)	
17	MONONA GROVE HIGH SCHOOL POOL	Indoor lap pool with open swim times for public use. (Monona)	
18	OREGON SWIMMING POOL	Indoor pool with lap swimming and diving boards. (Oregon)	
19	WEST HIGH SCHOOL POOL	Indoor lap pool with open swim times for public use. (Madison)	

AQUATIC PARK/SWIM POND

20	TROLL BEACH	Aquatic park with inflatable play features, a sand beach and a concession building. (Stoughton)	
----	-------------	---	--



Aquatic Facility Service Area

Potential Aquatic Facility Site

Adjacent Public Outdoor Aquatic Facility

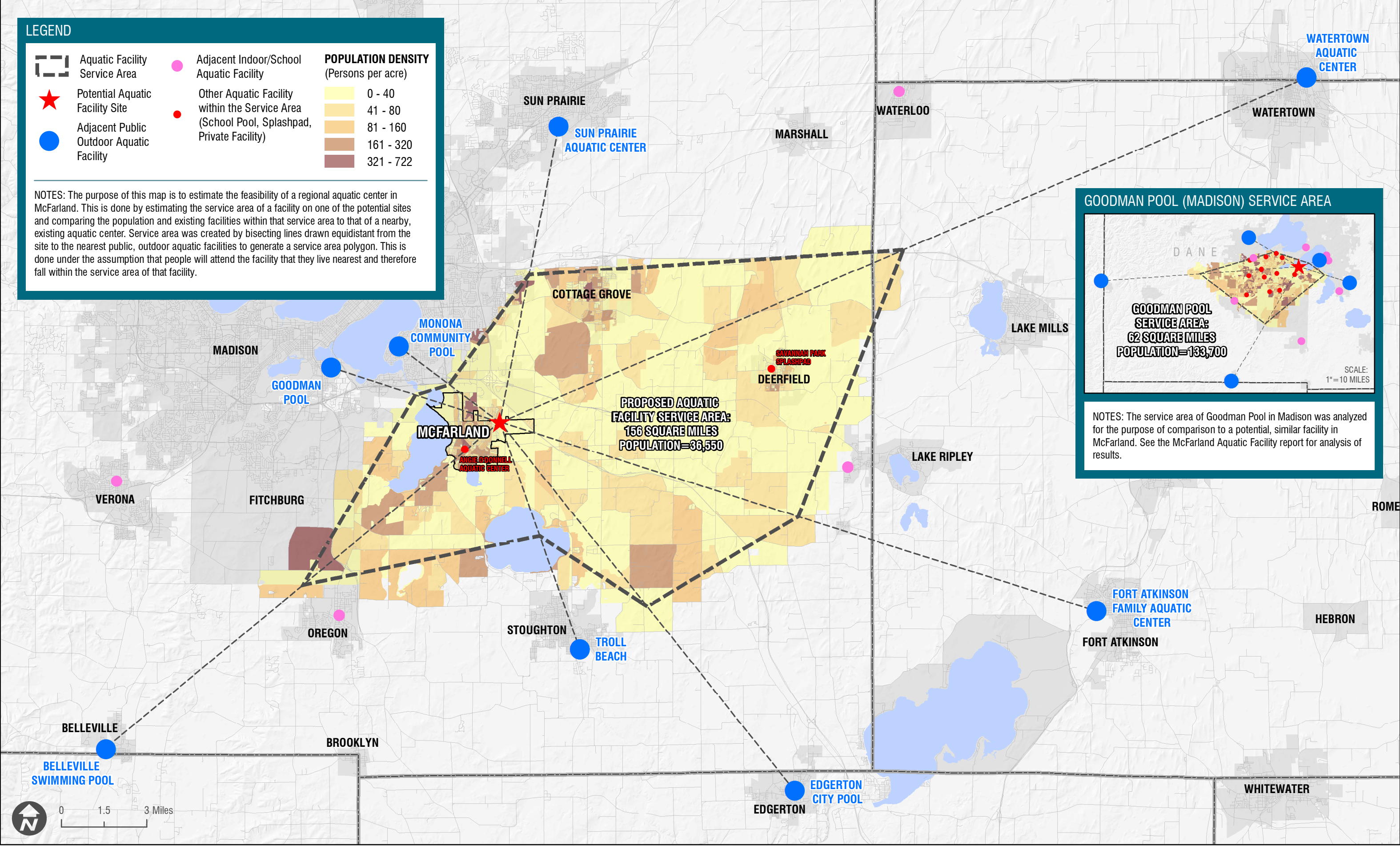
Adjacent Indoor/School Aquatic Facility

Other Aquatic Facility within the Service Area (School Pool, Splashpad, Private Facility)

POPULATION DENSITY
(Persons per acre)

	0 - 40
	41 - 80
	81 - 160
	161 - 320
	321 - 722

NOTES: The purpose of this map is to estimate the feasibility of a regional aquatic center in McFarland. This is done by estimating the service area of a facility on one of the potential sites and comparing the population and existing facilities within that service area to that of a nearby, existing aquatic center. Service area was created by bisecting lines drawn equidistant from the site to the nearest public, outdoor aquatic facilities to generate a service area polygon. This is done under the assumption that people will attend the facility that they live nearest and therefore fall within the service area of that facility.

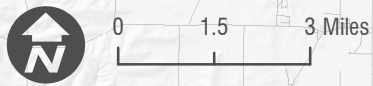


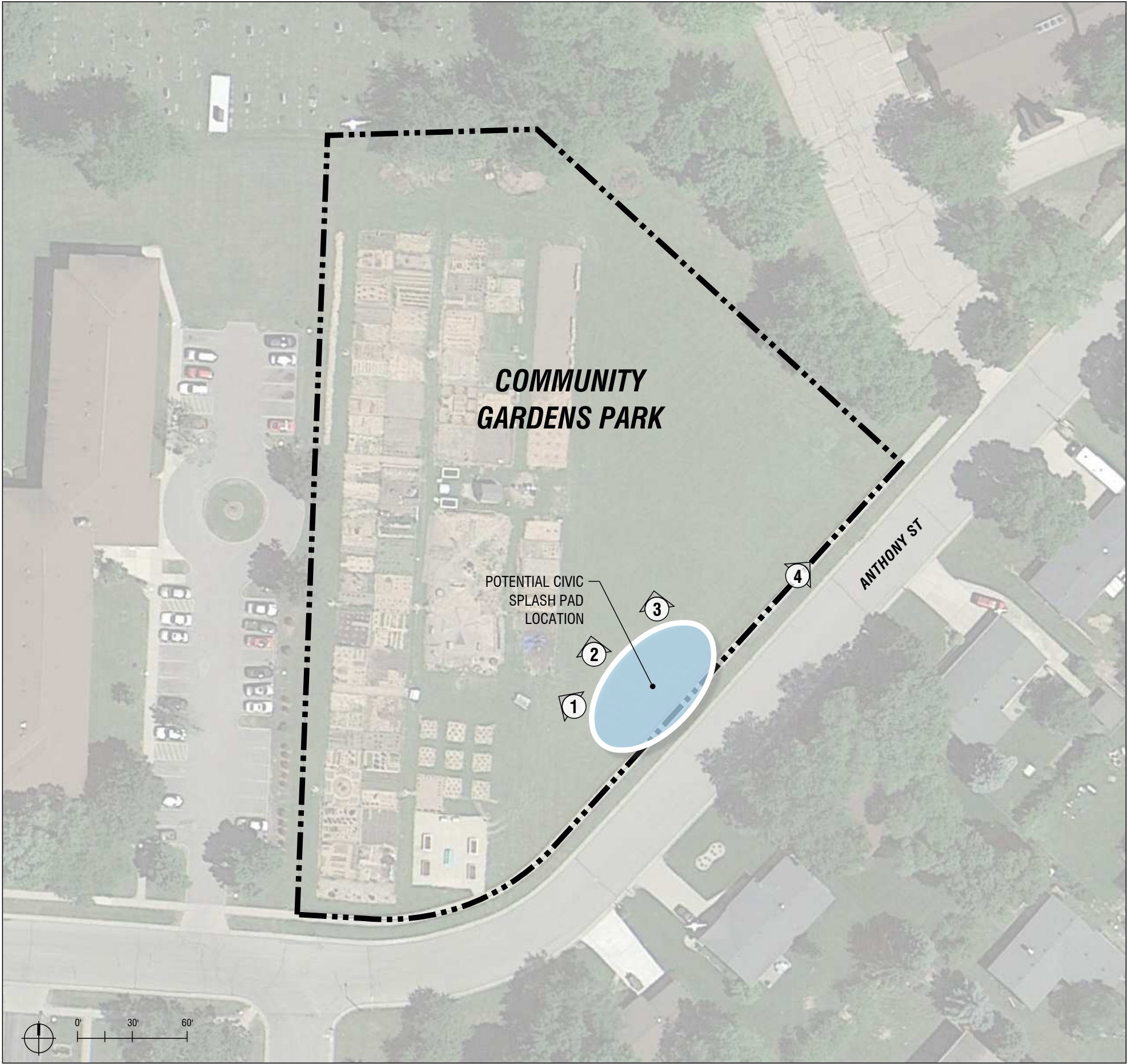
GOODMAN POOL (MADISON) SERVICE AREA

**GOODMAN POOL SERVICE AREA:
62 SQUARE MILES
POPULATION=133,700**

SCALE:
1"=10 MILES

NOTES: The service area of Goodman Pool in Madison was analyzed for the purpose of comparison to a potential, similar facility in McFarland. See the McFarland Aquatic Facility report for analysis of results.





EXISTING SITE PHOTOS

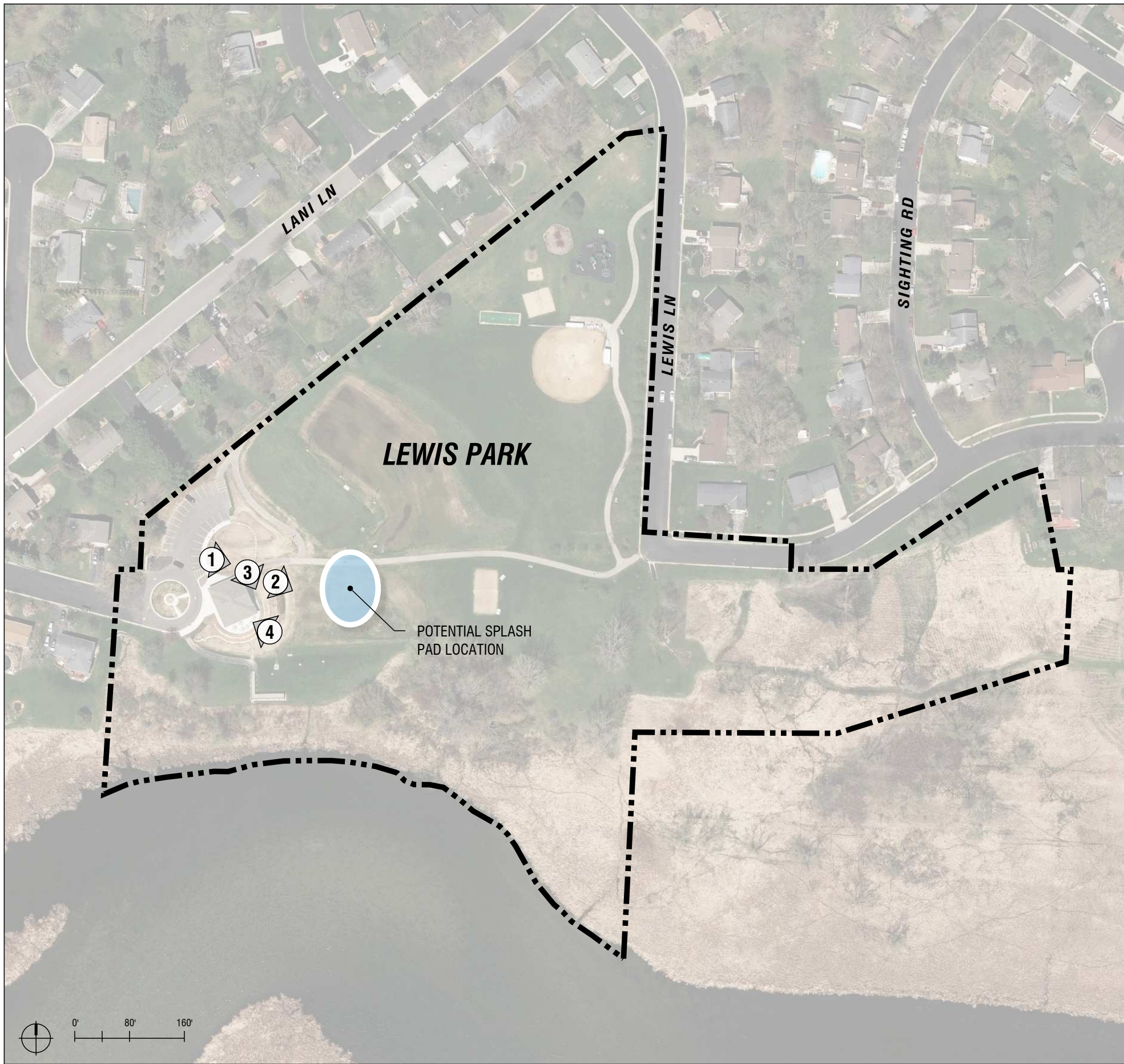


CHARACTER IMAGES



CHARACTER IMAGES (CONT.)





EXISTING SITE PHOTOS

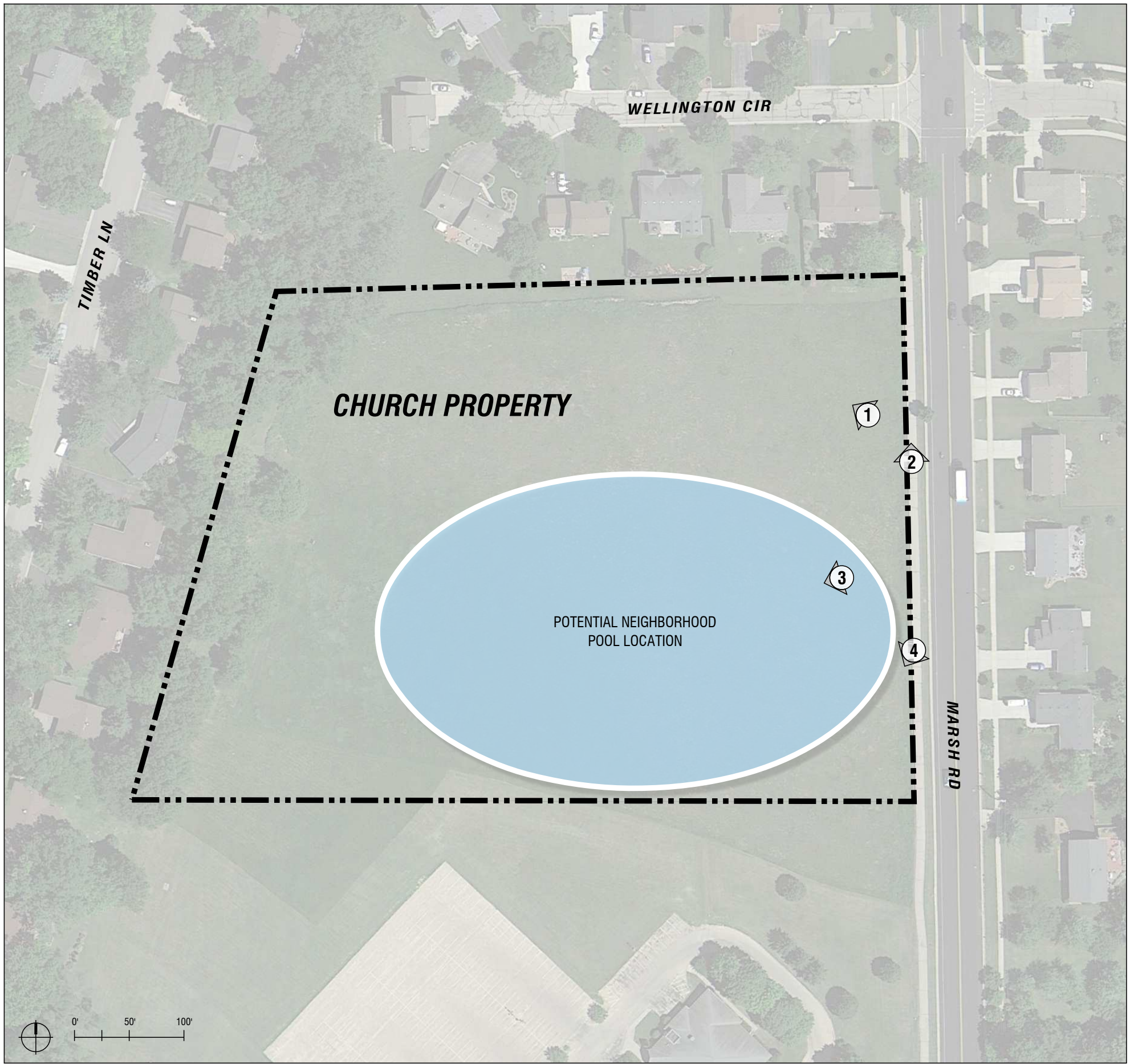


CHARACTER IMAGES



CHARACTER IMAGES (CONT.)





EXISTING SITE PHOTOS

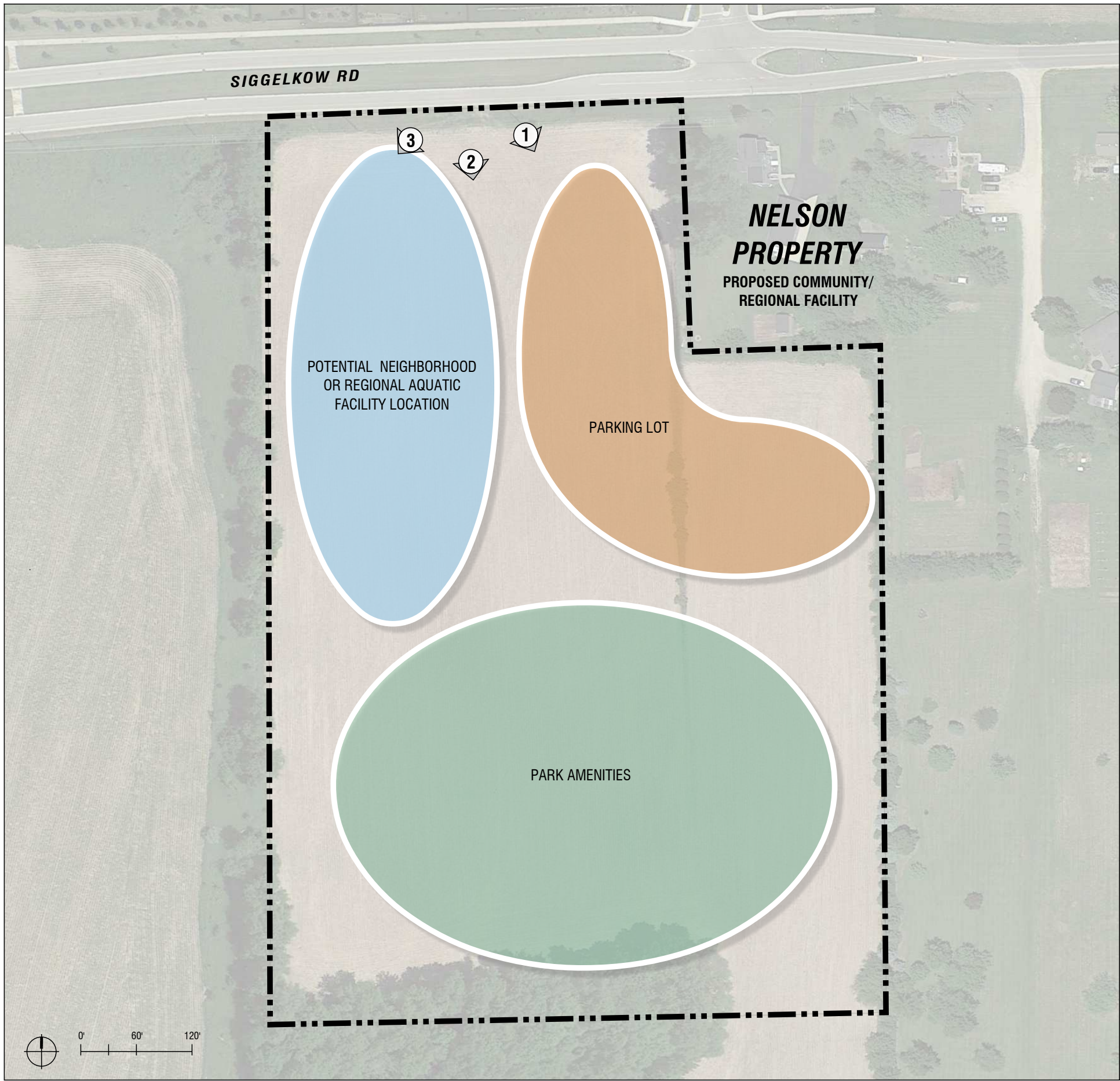


CHARACTER IMAGES



CHARACTER IMAGES (CONT.)





EXISTING SITE PHOTOS



CHARACTER IMAGES (CONT.)

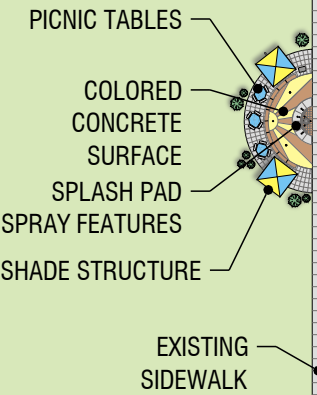


CHARACTER IMAGES



**CIVIC
SPLASH PAD**

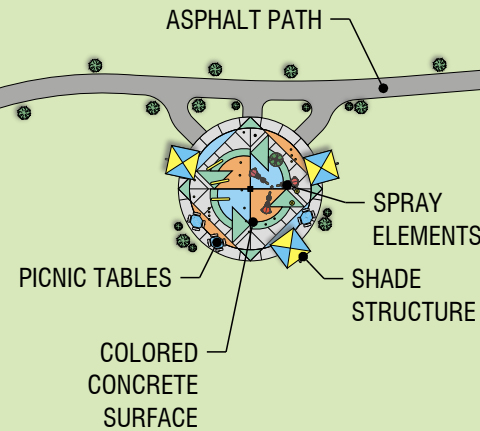
CAPACITY: ~25 PERSONS
COST: \$100,000 - \$300,000



0' 40' 80'

SPLASH PAD

CAPACITY: ~75 PERSONS
COST: \$300,000 - \$500,000

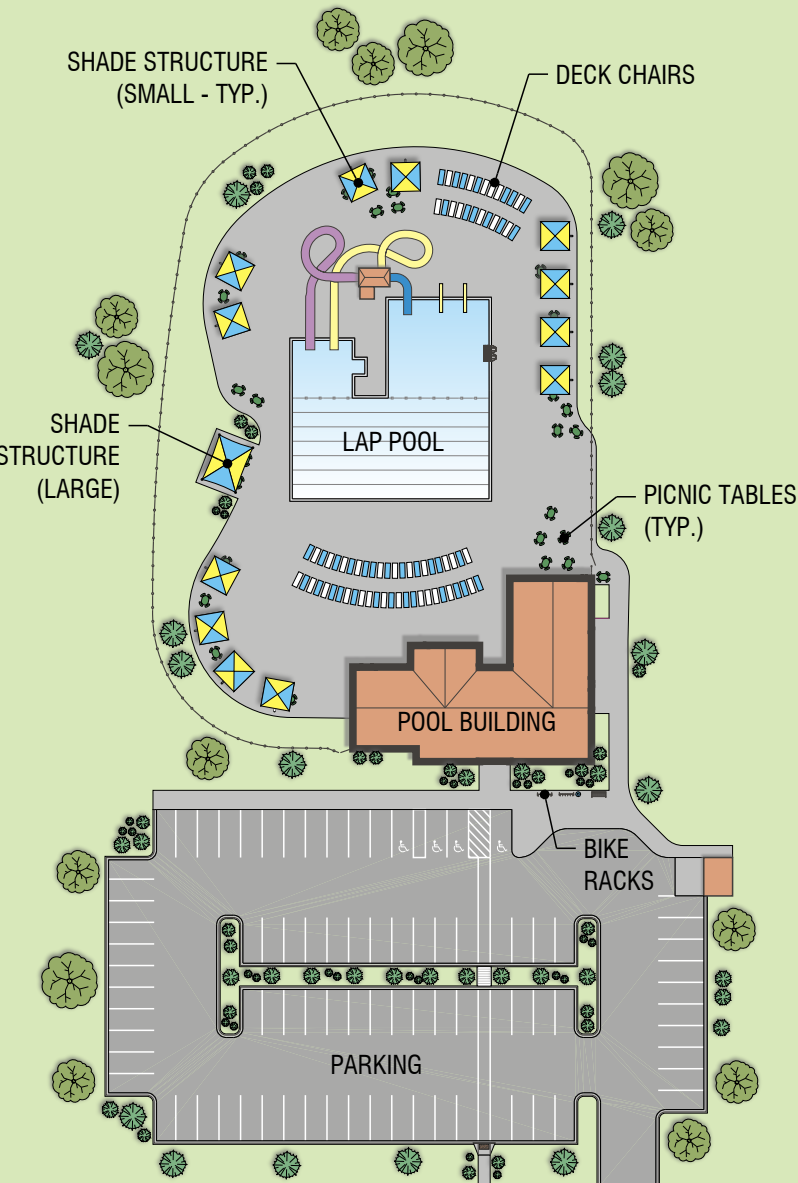


0' 40' 80'

Note: All graphics should be considered conceptual and are intended to represent only examples of possible general facility design types.

NEIGHBORHOOD POOL

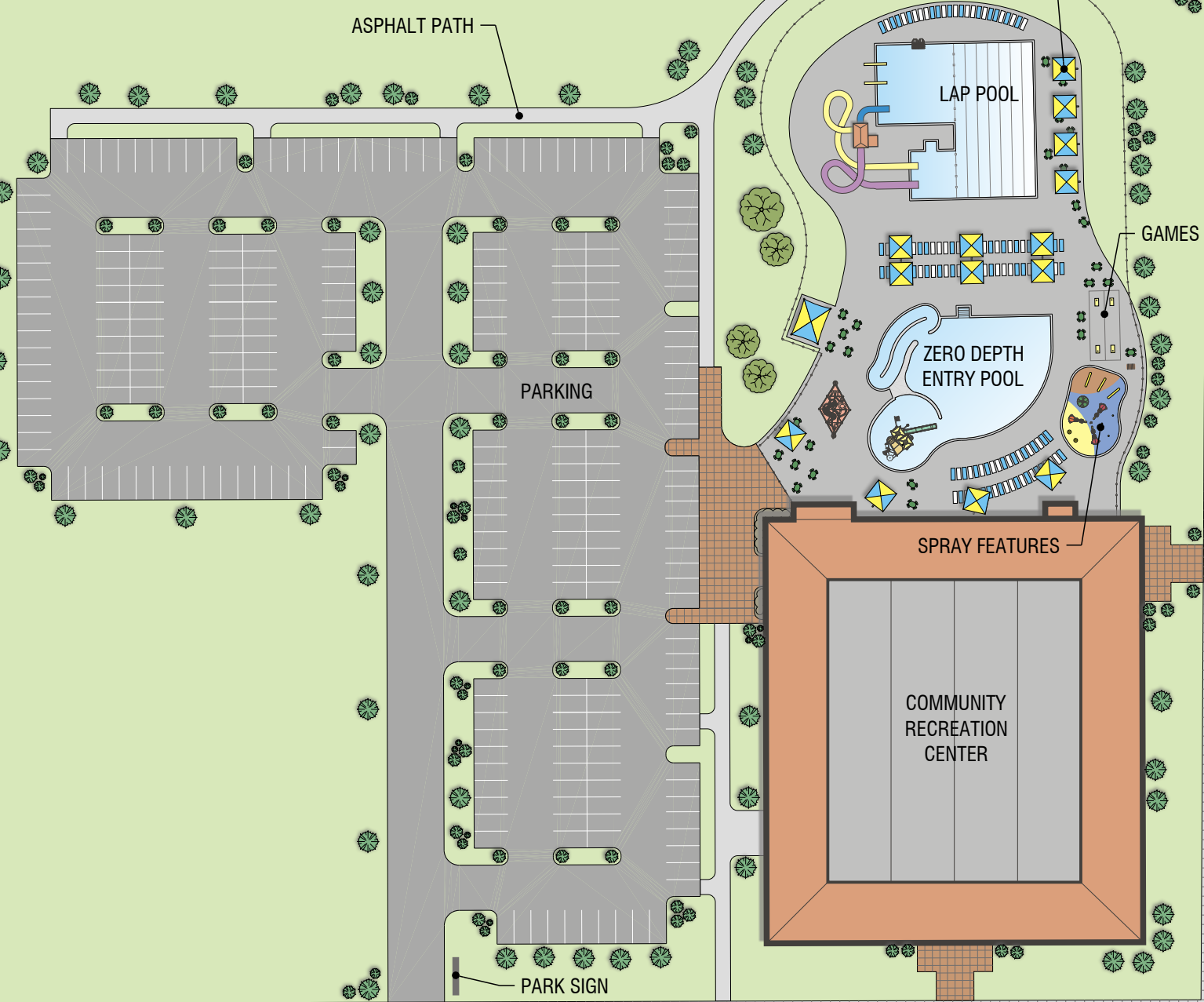
CAPACITY: ~200 PERSONS
COST: \$2,000,000 - \$6,000,000



0' 40' 80'

REGIONAL AQUATIC FACILITY

CAPACITY: ~350 PERSONS
COST: \$6,000,000 - \$10,000,000



0' 40' 80'



PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Discussion and action on an application for Tourist Rooming House License for Elisabeth Pentony for the property located at 4711 Yahara Drive for the period ending June 30, 2019.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The Village received an application to license a tourist room house at 4711 Yahara Drive for the period ending June 30, 2019. The application is complete and forwarded on to the Public Safety Committee for review. All property owners within 300 feet were notified of the date and time of the meeting and noticed of their opportunity to provide input on the request. The ordinance provides if the PSC committee determines that the application meets the requirements of the article it shall be forwarded to the Village Board for approval.

FINANCIAL/BUDGET IMPACT:

Additional Permitting Revenues

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

Chapter 11, Article IX of the Village Code of Ordinances.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Public Safety Committee unanimously recommended approval of the application for Tourist Rooming House License for Elisabeth Pentony for the property located at 4711 Yahara Drive for the period ending June 30, 2019.

ATTACHMENTS:

1. TRH Application - E Pentony
2. Nuisance Response Plan - 4711 Yahara
3. TRH Inspections
4. PD records Check
5. Response Feedback - Gersbach

**VILLAGE OF MCFARLAND APPLICATION FOR TOURIST ROOMING HOUSE PERMIT
PURSUANT TO MUNICIPAL CODE CHAPTER 11**

Please submit application and payment to:
Village of McFarland
PO Box 110
McFarland WI 53558

DUE BY MAY 1ST OF EACH YEAR

For the period from July 1, 2018 to June 30, 2019

Payment due with application:

Original Application Fee: (includes all required Village inspections)	\$500.00
Agent Permit Fee:	\$50.00
Renewal Application Fee:	\$100.00
Building Inspection Fee:	\$100.00
Fire Inspection Fee:	\$100.00

WI Seller's Permit Number: 456-1023423687-04

WI Dept of Health Services

Tourist Rooming House ID: 2019-00046

Name on above Permits: Elisabeth Pentony
Pentony Real Estate LLC

Mailing Address: 4711 YAHARA DR

City: McFarland State: WI Zip Code: 53558

Name of Property Owner: Elisabeth Pentony

Address of Property Owner: 4707 YAHARA DR City: McFarland State: WI Zip: 53558

Property Owner Telephone No. (608) 238-0298

Property Owners Email: MIKE R. HARDIMAN@HOTMAIL.COM

Lodging Facility Physical Address: 4711 YAHARA DR, McFarland Property Zoning: Residential

Name of Responsible Agent (if applicable): _____

Telephone No. (____) _____ - _____ Email: _____@_____

The following must be attached to each application annually or no license will be issued:

- ☒ A nuisance response plan (see attached)
- ☒ State of WI Dept Agriculture, Trade and Consumer Protection Permit for a tourist rooming house issued under WI Stat. 97.605
- ☒ Copy of completed State Lodging Establishment Inspection form dated within one (1) year of the date of issuance or renewal.
- ☒ Proof of liability insurance (must be a commercial general liability, or hotel or short-term rental policy that specifically covers liabilities arising from rental of the tourist rooming house for short-term rentals. No less than \$1,000,000 per occurrence).
- ☒ Copy of seller's permit from the State of Wisconsin Department of Revenue.
- ☒ Copy of State Inspection Report F-47009.
- ☒ Copy of Inspection form from Village Fire Inspector or Village Building Inspector
- ☒ Completed application of resident agent (if applicable)

The following must be attached to each application only once as long as is current with renewals:

- ☒ Site Plan which includes location, number of units, number of people in each unit, dimensions of all rooms & common areas, laundry facilities, restroom facilities, onsite parking dimensions and distance to any nearing tourist rooming houses (if applicable).
- ☒ Proof of Village residency
- ☒ Authorization from Condominium Association (if applicable)

ALL ORIGINAL APPLICATIONS ARE SUBJECT TO THE APPROVAL OF THE PUBLIC SAFETY
COMMITTEE. NO HOUSING LOCATION MAY BE OCCUPIED UNTIL PERMIT IS ISSUED.

Please turn over and complete and sign the second page.

BEDROOMS:#1 14.5 x 13.5 = 196 S.F.#2 14 x 8.5 = 119 S.F.

#3 _____ x _____ = _____ S.F.

#4 _____ x _____ = _____ S.F.

#5 _____ x _____ = _____ S.F.

#6 _____ x _____ = _____ S.F.

#7 _____ x _____ = _____ S.F.

#8 _____ x _____ = _____ S.F.

#9 _____ x _____ = _____ S.F.

#10 _____ x _____ = _____ S.F.

DINING ROOM10 x 11 = 110 S.F.**LIVING ROOM**14 x 12 = 168 S.F.**FAMILYROOM/DEN**17 x 11.5 = 196 S.F.**TOTAL HABITABLE AREA =** 789 S.F.**BATHROOMS**1 FULL 1 $\frac{3}{4}$ 1 $\frac{1}{2}$ **PARKING STALLS** (9'x18' stall per 4 occupants) 2 stalls**TOTAL OCCUPANTS ALLOWED PREVIOUS YEAR** N/A (if applicable)

To the Village of McFarland, Dane County, State of Wisconsin, that I the undersigned, understand that by applying for this housing license, that I am bound to all Municipal Codes including Chapter 11 and any other codes or regulations that may apply. I also grant that an inspection of this property be conducted by the Village Housing Inspector prior to approval of this license.

Signature: _____

Title: OWNERTelephone No. (608) 228-0298

Email: _____

@ _____

Dated: _____

_____/_____/_____

MIKE_R_HARDIMAN@HOTMAIL.COM

Nuisance Response Plan

Item (c) Manner of responding to a nuisance complaint:

The owner will immediately acknowledge any complaint in the manner requested by the person bringing a complaint, including text, e-mail, telephone, or personal visit. In no case will the response be later than 45 minutes after receipt of the complaint.

The owner will additionally take proactive steps to minimize any likelihood that a complaint will arise. This includes specific lodging rules that make clear:

1. No pets will be permitted to stay in the home.
2. No gatherings of groups outside of those staying in the home will be permitted.
3. Neighborhood quiet hours will be posted.
4. We will continue to have dialogue with the adjacent neighbors to ensure they are pleased with the operation.

Item (d) Manner of assuring timely corrective action:

The owner will immediately contact the primary person registered in the home to notify them of the complaint and to receive assurances that they will respond in a manner that alleviates the reason for complaint. Contact will usually be in person, but if this is not practical, the registered guest will be contacted by phone. Response will be as soon as possible, but never in excess of 45 minutes.



Tourist Room House Inspection

Per Village of McFarland Code of Ordinances

License Type:

- ☒ - New Application
☐ - Renewal Application

Information

Premises Address:
4711 Yahara Dr

Owner Name:
Pentony Real Estate LLC

Phone:
608-228-0298

Owner Address:
4711 Yahara Dr, McFarland WI 53558

Contact Name:
Elisabeth Pentony

Contact Phone:
608-228-0298

Agent/Contact Address:
4707 Yahara Dr, McFarland WI 53558

Inspection Information

Inspection Date:

Inspection Time:

An inspection of the above premises has disclosed the following:

Ord. Number	Code Section	Description of Violation	Must be completed by
☒ - No Violations Observed		☐ - Hold for Corrections	

Determination

RECOMMENDATION FROM:

- ☒ - Fire Department ☐ - Community Development Department
☒ - Grant License ☐ - Refuse License ☐ - Noncompliant: Order No.

Signature: _____

Date: 03-05-2019



Tourist Room House Inspection

Per Village of McFarland Code of Ordinances

License Type:

- ☒ - New Application
☐ - Renewal Application

Information

Premises Address:

4711 Yahara Dr

Owner Name:

Pentony Real Estate LLC

Phone:

608-228-0298

Owner Address:

4711 Yahara Dr, McFarland WI 53558

Contact Name:

Elisabeth Pentony

Contact Phone:

608-228-0298

Agent/Contact Address:

4707 Yahara Dr, McFarland WI 53558

Inspection Information

Inspection Date:

Inspection Time:

An inspection of the above premises has disclosed the following:

Ord. Number	Code Section	Description of Violation	Must be completed by
①		Replace GFCI receptacle on left side of kitchen sink	Completed 3.08.19
☐ - No Violations Observed		☐ - Hold for Corrections	

Determination

RECOMMENDATION FROM:

☐ - Fire Department

☒ - Community Development Department

☒ - Grant License

☐ - Refuse License

☐ - Noncompliant: Order No.

Signature: James J. Vreba

Date: 3.08.19



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: March 4, 2019

TO: McFarland Village Board / Public Safety Committee

FROM: Craig J. Sherven, Chief of Police

REFERENCE: Tourist Rooming House Application – 4711 Yahara Dr.

Per the request of the Village Clerk's Office, on this date I conducted a records inquiry related to calls for service at the above address for the previous license year through today's date (07-01-17 to present).

In reviewing these records, I located no calls for service received by this department.

Respectfully,

Craig J. Sherven

Craig J. Sherven
Chief of Police

VILLAGE OF McFarland

www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3153

March 1, 2019

NOTICE TO NEIGHBORS OF PUBLIC SAFETY COMMITTEE MEETING REGARDING PROPOSED TOURIST ROOMING HOUSE

This letter is to notify you that Elisabeth Pentony has applied for a Tourist Rooming House permit for the property located at 4711 Yahara Dr. You are receiving this letter because your property is located within 300 feet of the proposed Tourist Rooming House.

The Public Safety Committee will review the application at their next meeting on March 13, 2019 at 6:30 p.m. in Conference Room A.

The full application regarding this request is available for viewing at the Village of McFarland, Administrative Department Office, 5915 Milwaukee St., McFarland, WI 53558 (Monday-Friday, 8:00 a.m. to 4 p.m.). An FAQ on Tourist Rooming Houses has been provided on the back of this letter for your convenience. Additionally, the full text of the Village ordinance regarding Tourist Rooming Houses may be viewed at:

www.mcfarland.wi.us/licensespermits

If you cannot attend the meeting, please submit your comments to the Public Safety Committee before March 13, 2019. Comments can be submitted by email to Cassandra.suettinger@mcfarland.wi, or by mail to Cassandra Suettinger, 5915 Milwaukee St., McFarland WI 53558.

Sincerely,
Cassandra Suettinger
Clerk/Treasurer

I AM OPPOSED TO THIS,
THIS IS A RESIDENTIAL AREA
AND THIS SOUNDS LIKE COMMERCIAL
Robert R. Gersbach
ROBERT R. GERSBACH 3/7/19

McFarland VILLAGE OF

www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3153

On March 13, 2017, the Village Board passed an ordinance regulating tourist rooming houses within the Village. **All Tourist Rooming Houses are required to obtain a tourist rooming house permit to operate within the Village as of July 1, 2017.**

FAQ

What is a Tourist Rooming House(TRH)?

Any dwelling unit where sleeping accommodations are offered for pay on a short term rental basis to tourists or transients **except:** Bed and breakfast establishments, Hotels, or any private boarding or rooming houses; ordinarily conducted as such, that do not accommodate tourists or transients.

What are the requirements to run a TRH and how do I apply?

All TRHs are required to obtain proper licensing and inspection from Public Health – Madison and Dane County, insurance with specific TRH coverage, and a variety of other occupancy/parking requirements. See the ordinance for a full list of requirements.

Additionally, every owner of a tourist rooming house shall appoint a local agent to manage the tourist rooming house if the owner resides outside a 30-mile radius from the tourist rooming house or if the owner will be absent while the property is being rented as a tourist rooming house.

Can I run more than one TRH in the Village?

No.

Is there a maximum number of days I can rent my TRH annually?

No.

What are the fees associated with the permit?

The initial application fee for a TRH is \$500(includes all inspections). The renewal application is \$200 which includes the inspection fee for the Building Inspector and Fire Inspector.

Am I required to charge a room tax?

Yes. Beginning January 1, 2018, the Village approved imposing an 8% room tax on rooms or lodging to transients. For details on the room tax, please contact the Clerk/Treasurer at 608-838-3153.

What do I do if a TRH in my neighborhood is causing nuisance problems?

Contact the Police Department at the following non-emergency number: 608-838-3151



PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Police

CONTACT: Craig Sherven, Chief

AGENDA ITEM: Discussion and action regarding Ordinance 2019-04: an ordinance modifying certain parking restrictions.

PREVIOUS ACTION:

ISSUE SUMMARY:

The Public Safety Committee has been reviewing the village ordinance and parking regulations for several months. See attached memo from Chief Sherven on the proposed changes.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

Village code of ordinances 35-149 and 35-159.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Public Safety Committee unanimously recommended approval of Ordinance Amendment 2019-04 regarding parking restrictions.

ATTACHMENTS:

1. Chief Update on Updated Ordinance
2. Existing Parking Ordinance
3. ORDINANCE 2019-04 Parking Ordinance

Walk-through of Ordinance to Amend Parking Restrictions

- The new ordinance combines previous ordinance sections 35-149 (Restrictions of Parking) and 35-159 (Parking of Vehicles over 12,000 pounds or 18 ft. restricted).
- What the new ordinance fixes:
 - The previous ordinance section contained conflicting information as to how long a boat/trailer, etc. could be legally parked. One stated 24 hours, the other 72 hours.
 - The previous ordinance contained multiple references to trailers.
 - The new ordinance combines vehicle and trailer/heavy vehicle parking into one concise and consistent ordinance, one that treats vehicle and trailers consistently
 - For example, previously passenger vehicles were only allowed for 24 hours, while larger and arguably more problematic items such as boats, campers and trailers were allowed for 24 and 72 hours, depending upon which ordinance section you were looking at. The new ordinance treats them both the same.
 - A situation that existed in which a resident could not leave a vehicle on the street, go away on an overnight stay, and not be in violation of the ordinance.
 - The allowable length of a vehicle or trailer that triggers “heavy vehicle status” is increased from 18’ to 21’. There are some passenger vehicles, such as a Ford Excursion or Chevy Suburban, that are longer than 18’ and previously would have not been allowed to park. Also, even smaller fishing boats would have likely exceeded 18’ with the trailer tongue and outboard, making it almost impossible for even a small boat to legally park. The new ordinance will allow those with standard size fishing or pleasure boats or campers greater flexibility, especially in situations in which an owner travels back and forth from the lake several times throughout a weekend.
- Features of the new ordinance
 - Provides more flexibility for residents for both vehicle and small trailer owners, while still not allowing Village streets to become permanent storage areas for either.
 - Both vehicle and small trailer owners will now be allowed to park in front of their own residence, or a residence where they have permission from the home owner, for up to 72 hours, while any other areas remains at 24 hours.
 - This allows them more flexibility in parking, yet prevents a situation in which a person could leave their car or trailer in front of someone else’s home or other area of the Village for more than 24 hours.

- The parking of heavy vehicles remains largely the same as the previous version, with the exception of the increased allowable length from 18' to 21'.
- The new ordinance contains language that allows for special permission to be granted, under certain circumstances, for owners to park in situations normally precluded by ordinance. An example would be a relative visiting for a couple of days with a large vehicle...if the location would be safe to do so, special permission could be sought and granted by the Police Department. This is a practice that we have done in the past, however we will now have the backing and support of ordinance when making these decisions.

Existing Ordinance

Sec. 35-149. - Restrictions on parking; posted limitations.

(a) *Twenty-four-hour limitation.* No person, firm or corporation shall park or leave standing any automobile, truck, tractor, trailer or vehicle of any description on any public street or public parking lot in the Village for a period of 24 or more consecutive hours in the same location at any time, except that where more restrictive parking limits have been established the more restrictive limits shall apply.

(b) *Posted limitations.*

(1) The Village Board may designate certain streets or portions of streets as no parking or no stopping or standing zones or as zones for parking by physically handicapped persons and may limit the hours in which the restrictions apply. The Village shall mark, by appropriate signs, each zone so designated in accordance with the provisions of Wis. Stats. § 349.13.

(2) Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, no person shall stop or park a vehicle in an established no stopping or standing zone when stopping or standing is prohibited. No vehicle shall be parked in a no parking zone during hours when parking is prohibited except physicians on emergency calls or as permitted by state law or elsewhere by this Code.

(3) The Chief of Police is hereby granted the authority, within the reasonable exercise of police power to prohibit, limit the time or otherwise restrict the stopping, standing or parking of vehicles beyond the provisions of Wis. Stats. Ch. 346. The Director of Public Works shall have the authority to restrict the turning or movement of heavy traffic and to impose special weight limitations on any highway or portions thereof which, because of the weakness of the roadbed due to deterioration or climatic conditions or other special or temporary conditions, would likely be seriously damaged or destroyed in the absence of any restrictions on heavy traffic movement or special weight limitations.

(4) No prohibition, restriction or limitation on parking or restriction on movement or turning of heavy traffic and imposition of special weight limits is effective unless official traffic control devices have been placed or erected indicating the particular prohibition, restriction or limitation.

(5) After the parking limitations on any given street have expired, any change of location of not more than one stall following expiration of the parking period allowed shall be and constitute a violation of this Chapter.

(c) *Unregistered motor vehicles.* Pursuant to the authority granted under Wis. Stats. § 341.65(2)(a), no person, firm or corporation shall park or leave standing any motor vehicle on any public highway that is not displaying valid registration plates, a temporary operation plate or other evidence of valid registration as provided under Wis. Stats. § 341.18(1) for the vehicle's current registration period or for a registration period for the vehicle that expired within the immediately preceding 31 days.

Sec. 35-159. - Parking of vehicles over 12,000 pounds or 18 feet restricted; storage of heavy vehicles on private property.

(a) *Street parking.*

(1) No person owning or having control of any truck, trailer, truck power unit, tractor, bus or recreation vehicle in excess of 12,000 pounds gross weight, or over 18 feet in length, or having an enclosed area of a height of more than eight feet from the roadway, shall park the same upon any street, avenue or public right-of-way in the Village zoned residential between the hours of 6:00 p.m. and 7:00 a.m. Two-hour parking will be allowed in residential areas between 7:00 a.m. and 6:00 p.m. The provisions of this Subsection shall not be deemed to prohibit the lawful parking of such equipment upon any street, avenue or public way in the Village for the actual loading or unloading of goods, ware or merchandise, providing, however, the loading and unloading, as used in this Section, shall be limited to the actual time consumed in such operation. The Village Board may, however, designate specific truck parking zones.

(2) Boats, boat trailers, animal trailers, snowmobiles, snowmobile trailers and other un-motorized trailers, or off-road motor vehicles shall not be parked upon any street, avenue, or public right-of-way for more than 72 hours.

(b) *Storage of truck tractors and road machinery on private property.* No person, firm or corporation shall park, keep or maintain on property in an urban residential district for residential use the following types of vehicles: trucks, truck tractors, tractor-trailers, semi-tractors, dump trucks, auto wreckers and road machinery in excess of 12,000 pounds gross weight, or over 18 feet in length, or having an enclosed area of a height of more than eight feet. Said vehicles may not be kept or parked on said premises whether or not they are in enclosed buildings, except temporarily for the purposes of unloading or servicing the premises.

(c) *Removal.* Any vehicle unlawfully parked under Subsection (a) or (b) of this Section may be removed from the street by order of a law enforcement officer, pursuant to [Section 35-163](#), and the expense of so moving and storing such vehicle shall be paid by the operator or owner of said vehicle as a forfeiture in addition to the penalties hereafter prescribed.

ORDINANCE 2019-04

AN ORDINANCE AMENDING PARKING RESTRICTIONS.

Purpose: To amend the parking regulations to consolidate certain parking restrictions, remove an inconsistency in the code, and authorize the Chief of Police to permit temporary parking of large vehicles.

Sponsor: Police Chief Craig Sherven

Recommended Referral: Public Safety Committee

Public Hearing: Not Required

WHEREAS, the Public Safety Committee has reviewed proposed changes to the McFarland Municipal Code affecting parking of vehicles on public streets, including removing an inconsistency between parking motor vehicles versus trailers and boats, consolidating parking restrictions currently set forth in different sections, and authorizing the Chief of Police to allow temporary parking of large vehicles on public streets; and,

WHEREAS, the Public Safety Committee and Chief of Police recommend that the proposed changes be approved; and,

WHEREAS, the Village Board accepts the recommendations of the Public Safety Committee and the Chief of Police and finds that it is in the public interest to amend the McFarland Municipal Code as proposed.

NOW THEREFORE, The Village Board of the Village of McFarland does hereby ordain as follows:

1. Section 35-149 of the McFarland Municipal Code is hereby amended to read as follows:

Sec. 35-149. - Restrictions on parking on public streets; posted limitations.

(a) *General parking restrictions.* No person, firm or corporation shall park any motor vehicle, trailer, boat, semitrailer or mobile home on any Village street or Village parking lot for 24 or more consecutive hours, or for 72 or more consecutive hours in front of the owner's residence or with permission from the residence's owner, except that where more restrictive parking limits have been established the more restrictive limits shall apply.

(b). *Parking of large vehicles restricted.*

(1) Definition. For purposes of this Section, the term "large vehicle" means:

Any automobile, truck, trailer, truck power unit, bus, boat, recreational vehicle and/or combinations of vehicles weighing in excess of 12,000 pounds or over 21 feet in length (including accessories, racks or other physical extensions) or having a height of more than eight feet from the roadway.

(2) Restrictions on parking large vehicles.

- a. *Nighttime restrictions.* No person, firm or corporation shall park or leave standing any large vehicle upon any Village street between the hours of 6:00 p.m. and 6:00 a.m., unless otherwise lawfully parked and engaged in the continuous loading or unloading of goods, wares or merchandise.
- b. *Daytime restrictions.* No person, firm or corporation shall park or leave standing any large vehicle upon any Village street between the hours of 6:00 a.m. and 6:00 p.m. for more than two hours, unless otherwise lawfully parked and engaged in continuous loading or unloading of goods, wares or merchandise. The Village Board may designate specific truck parking zones.

(3) Temporary parking. Notwithstanding the restrictions set forth in Subsection (b)(2) of this Section, the Chief of Police, or his or her designee, may authorize the temporary parking of a large vehicle upon a public street after considering the following factors:

- a. Whether such permission has been given before for the same vehicle, and the frequency of such requests.
- b. The proposed duration of parking.
- c. The nature and size of the large vehicle.
- d. The proposed parking location, including the layout and width of the street, traffic volume, and impact on accessibility.
- e. The impact the proposed parking will have on the neighborhood with respect to safety and aesthetics.
- f. Any other relevant safety concerns identified by the Chief of Police, or his or her designee.

Temporary parking will only be authorized upon advanced notice and approval, and only for the duration of time so authorized and in compliance with any conditions imposed by the Chief of Police, or his or her designee.

- (c) *Removal.* Any vehicle or other item unlawfully parked under this Section may be removed from the street by order of a law enforcement officer, pursuant to Section 35-163, and the expense of so moving and storing such vehicle or other item shall be paid by the operator or owner of said vehicle or other item as a forfeiture in addition to the penalties prescribed.

(d) *Posted limitations.*

- (1) The Village Board may designate certain streets or portions of streets as no parking or no stopping or standing zones or as zones for parking by physically handicapped persons and

may limit the hours in which the restrictions apply. The Village shall mark, by appropriate signs, each zone so designated in accordance with the provisions of Wis. Stats. § 349.13.

- (2) Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, no person shall stop or park a vehicle in an established no stopping or standing zone when stopping or standing is prohibited. No vehicle shall be parked in a no parking zone during hours when parking is prohibited except physicians on emergency calls or as permitted by state law or elsewhere by this Code.
 - (3) The Chief of Police is hereby granted the authority, within the reasonable exercise of police power to prohibit, limit the time or otherwise restrict the stopping, standing or parking of vehicles beyond the provisions of Wis. Stats. Ch. 346. The Director of Public Works shall have the authority to restrict the turning or movement of heavy traffic and to impose special weight limitations on any highway or portions thereof which, because of the weakness of the roadbed due to deterioration or climatic conditions or other special or temporary conditions, would likely be seriously damaged or destroyed in the absence of any restrictions on heavy traffic movement or special weight limitations.
 - (4) No prohibition, restriction or limitation on parking or restriction on movement or turning of heavy traffic and imposition of special weight limits is effective unless official traffic control devices have been placed or erected indicating the particular prohibition, restriction or limitation.
 - (5) After the parking limitations on any given street have expired, any change of location of not more than one stall following expiration of the parking period allowed shall be and constitute a violation of this Chapter.
- (e) *Unregistered motor vehicles.* Pursuant to the authority granted under Wis. Stats. § 341.65(2)(a), no person, firm or corporation shall park or leave standing any motor vehicle on any public highway that is not displaying valid registration plates, a temporary operation plate or other evidence of valid registration as provided under Wis. Stats. § 341.18(1) for the vehicle's current registration period or for a registration period for the vehicle that expired within the immediately preceding 31 days.
 - (f) *Government and Emergency vehicles exempted.* The parking restrictions set forth in this Section do not apply to any vehicles owned by any governmental entity, utility service or emergency service while the vehicles are actively being used in conjunction with related services or official governmental business.

2. Section 35-159 of the McFarland Municipal Code is hereby amended to read as follows:

Sec. 35-159. - Restrictions on storage of heavy vehicles on private property.

No person, firm or corporation shall park, keep or maintain on property in an urban residential district for residential use the following types of vehicles: trucks, truck tractors, tractor-trailers, semi-tractors, dump trucks, auto wreckers and road machinery in excess of 12,000 pounds gross weight, or over 18 feet in length, or having an enclosed area of a height of more than eight

feet. Said vehicles may not be kept or parked on said premises whether or not they are in enclosed buildings, except temporarily for the purposes of unloading or servicing the premises.

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 – 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:	



PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Craig Sherven, Chief

AGENDA ITEM: Discussion and action on the operator's license for Dion Bennett for the period ending June 30, 2019.

PREVIOUS ACTION:

ISSUE SUMMARY:

Chief Sherven has reviewed the new operator's license application from Dion Bennett and based on the Village's Operator License Approval policy has recommended denial. Attached is Chief Sherven's letter outlining his reasoning for recommending denial. Pursuant to Village policy, the application was been referred to the Public Safety Committee for further review and a recommendation to the Village Board. On March 13th, the Public Safety Committee conducted a hearing on the new operator's license application for Dion Bennett for the period ending June 30, 2019.

FINANCIAL/BUDGET IMPACT:

N/A

VILLAGE PLAN REFERENCE:

Village Operator's License Review Policy

ORDINANCE REFERENCE:

Village Ordinance 11-74

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

On March 13, 2019, the Public Safety Committee held a hearing and recommended denial of an operator's license for Dion Bennett for the period ending June 30, 2019 based on the recommendation from Chief Sherven dated February 15, 2019.

ATTACHMENTS:

1. D Bennett - Oper Hearing
2. Operator License policy Version - UPDATE - 7-23-18

Application for an Alcohol Beverage Operator's License

To Serve Fermented Malt Beverages and Intoxicating Liquors



New



Renewal



Fee Paid:



\$35.00 (1 yr)



\$50 (1 yr + Provisional @ \$15.00)



Check # _____

I, the undersigned, make application to the Village Board of the Village of McFarland, County of Dane, Wisconsin for a License to serve, from date hereof to June 30, 2019, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes; Chapter 11, Article II of the McFarland Municipal Code, and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

(PLEASE PRINT LEGIBLY)

Name of employer for which license is intended:

Spartan Bowl

Name of Applicant:

Dion
First

3
Middle

Bennett
Last

Home Phone: _____

Work Phone: _____

E-mail address: _____

Complete Address: _____

Date of Birth: _____

Gender: ☒ Male ☐ Female

Soc. Sec. # _____

D.L. # _____

****This application must be completed in its entirety or it will be returned as incomplete and you will be required to complete a new application at an additional fee of \$35.00. ****

As required by Wis. Stats. Section 125.17(6), have you completed a Responsible Beverage Server Training Course?



yes*



no

If so, where and when?

Online 1360training.com

Have you held an Operator's License within the last 2 years?



yes*



no

If so, where and when?

Madison Provisional

*A copy of the certificate indicating course completion or a copy of the license or a letter from the Clerk of the municipality where a license is held must be attached to this application unless applicant is renewing an active McFarland Operator's License.

Have you ever been fined/arrested for and/or convicted of violating ANY LAW of the State of Wisconsin or of the United

States (INCLUDING TRAFFIC VIOLATIONS)?



yes**



no

****If yes, please list all fines/arrests and/or convictions below. Any omissions will result in a rejection of this application and you will be required to complete a new application at an additional fee of \$35.**

(The following websites may provide information on your records: <https://recordcheck.doj.wi.gov/> <https://wcca.wicourts.gov/> <https://www.dmv.us.org/>)

Date of Arrest	Date of Conviction (if applicable)	Name of Court	Nature of Offense
5/28/14		Madison Mon. Court	operating while suspended
3/13/14	3/13/14	Edou Clark	disorderly Conduct
4/19/09		Madison	Failure to wear Seatbelt
4/19/09		Madison	Operating while Suspended
6/15/06		Madison	Failure to wear Seatbelt
5/28/06	5/28/06	Madison	disorderly Conduct

Please add additional sheets as necessary.

Please continue by completing reverse side of this form.

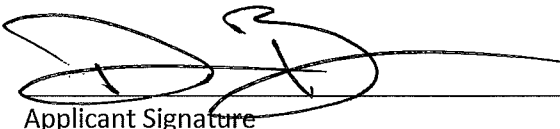
OVER > Page 158 of 211

1. Have you ever had a license to serve alcohol beverages suspended or revoked, or surrendered the license in lieu of suspension or revocation? ☐ Yes ☒ No
If yes, provide the place and date _____
2. Have you been hospitalized or treated in the last five years for drug abuse or alcoholism? ☐ Yes ☒ No
If yes, explain and give dates. _____
3. Since when have you been a resident of the State of Wisconsin? 2003
4. List addresses and dates of residency for the past 5 years. _____

This application must be completed in its entirety or it will be returned as incomplete. This application will be rejected for any omissions. The fee is not refundable should this application be denied or rejected. For rejected applications, you will be required to complete a new application at an additional fee of \$35.00.

You can review the Village of McFarland Operator License Approval Policy on the Village website at <https://www.mcfarland.wi.us/licensepermits> and select Alcohol Beverage Licenses for Operators.

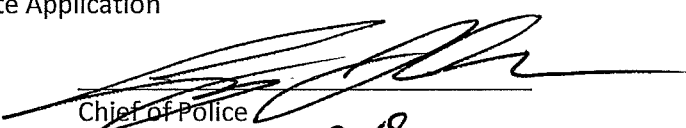
I certify that I am the applicant in the foregoing application; that I have read and made complete answers to each question, and that my answers in each instance are true and correct.


Applicant Signature

Date: 2/7/19

Recommendation by McFarland Police Department:

☐ Approval ☒ Denial ☐ Rejected – Incomplete Application


Chief of Police

Date: 02-15-19

McFarland

VILLAGE OF

www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3153

February 19, 2019

Dion Bennett
2313 Fish Hatchery Rd Apt B
Madison WI 53713

COPY

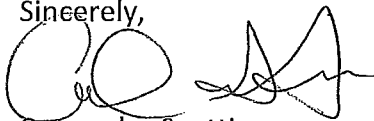
Dear Mr. Bennett,

Your application for an alcohol operator's license for the period through June 30, 2019 was received. A review of your application criminal history, and arrest records, as maintained by the State of Wisconsin, has resulted in a recommendation from Police Chief Craig Sherven for denial pursuant to the Village's operator license approval policy. Attached is a copy of Chief Sherven's memo to the Public Safety Committee.

You have 30 days from receipt of this letter to exercise your right to request a hearing before the Public Safety Committee to discuss the matter. If a hearing is requested, the Public Safety Committee will review your record, along with the recommendation from Chief Sherven and you will have the opportunity to provide the Committee with substantial evidence in the form of credible documentation of rehabilitation. Attached is section 5 of the operator's license approval policy which outlines the process and acceptable forms of credible documentation. Please be advised the hearing will be held as part of a public meeting.

Please contact me directly at 608-838-3153 or via email at cassandra.suettinger@mcfarland.wi.us to request a hearing before the Public Safety Committee.

Sincerely,



Cassandra Suettinger
Clerk/Treasurer



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 15, 2019

TO: Public Safety Committee

FROM: Craig J. Sherven, Chief of Police

REFERENCE: Alcohol Operators License for Dion Bennett

On this date I reviewed a new application for an Alcohol Operator's License submitted by the above applicant. Having completed my review of his application, my recommendation is that of denial.

I base my decision on two sections of Village Ordinance and the McFarland Alcohol Licensure Policy, as follows.

1. Village Ordinance 11-74 (c) (2), Guideline 2 (a), which states, in part:

If a licensee is convicted of an offense substantially related to the licensed activity.

Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, any person who has been convicted of or has a current charge pending, for (1) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last ten (10) years in the following subcategories, does not qualify for an operator's license:

*(a) **Violent crimes against the person of another**, including but not limited to battery, disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of victim or witness.*

Mr. Bennett's criminal history shows:

- a conviction for Disorderly Conduct on May 31, 2016
- Current charges pending for Battery and Disorderly Conduct stemming from a recent incident occurring on February 9, 2019.

Pursuant to Village Ordinance, Mr. Bennett is disqualified under both the five and ten year standards of the above ordinance language, as he has disqualifying convictions and pending charges in violation of both standards.

2. Village Ordinance 11-74 (c) (3), Guideline 3 (f), which states, in part:

An application may be denied based upon the applicant's arrest and conviction record if the applicant has been convicted of a felony (unless duly pardoned) or if the applicant has habitually been a law offender.

Provided the circumstances substantially relate to the circumstances of the job, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last five (5) years immediately preceding the license application in the following subcategories does not qualify for an operator's license:

*(f) **Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses**, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.*

As previously stated, Mr. Bennett's criminal history shows:

- a conviction for Disorderly Conduct on May 31, 2016
- Current charges pending for Battery and Disorderly Conduct stemming from a recent incident occurring on February 9, 2019.

Pursuant to Village Ordinance, Mr. Bennett is disqualified under this section as he has a conviction and pending charges, arising from two separate incidents, within the five year period immediately preceding the date of application.

The ability to use sound judgement, to de-escalate volatile situations and to bring tense situations to a calm and safe resolution are critical skills for an individual entrusted with the responsibility of serving and overseeing the service of alcohol. Convictions and charges of these types bring the applicant's ability to exercise those skills into serious question, and thus are substantially related to the licensed activity.

Respectfully,

Craig J. Sherven

Craig J. Sherven
Chief of Police

Operator License Approval Policy – Approved 07/23/18

SECTION 1: Policy Purpose

In order to provide for an effective and consistent system of alcohol licensing that protects the public safety and is applied in a uniform and equitable manner, the Village Board has adopted the following written policy to govern the granting of operators' licenses pursuant to Chapter 125 of the Wisconsin Statutes, and Chapter 11, Article II of the Village ordinances.

SECTION 2: Acknowledgment of Duties.

The Village of McFarland acknowledges and recognizes the responsibility operators have to keep the public safe in their duties. An operator's license will enable operators to sell beer or liquor on a Class A premise (alcohol is carried off the premise. Examples include: a gas station, liquor store, or grocery store.) or a Class B premise (alcohol consumed on the property such as a tavern or bar). A liquor license holder, an agent, or a licensed operator must be on the premises at all times the business is open and alcohol is being sold. The licensed operator is in charge of the premise, and has certain responsibilities that include, but are not limited to:

- A. Preventing the sale of alcohol to minors. The legal drinking age is 21, and sales of alcohol to underage patrons is prohibited.
- B. Prohibiting the service or sale of alcohol to a person who is intoxicated. Operator's are legally entitled, and required, to refuse to serve any person whom they feel has had too much to drink.
- C. Ensuring open intoxicants do not leave the property.
- D. Class "B" premises must be closed between 2:00 am and 6:00 am Mon-Friday, and 2:30 am and 6:00 am Sat. & Sun (there are no closing hours on January 1). Everyone except employees on duty must be out of the store or bar by closing time. Private parties, friends or spouses are not allowed to stay on the premises while staff completes cleaning duties.
- E. Class "A" premises may not sell fermented malt beverages and intoxicating liquors between the hours of 9:00 p.m. and 6:00 a.m.

SECTION 3: Process.

- A. The Clerk's office shall take the application and fee. The office shall do an initial review of the application to ensure the application is complete pursuant to the requirements in 11-71(1)-(12) of the Village Code of ordinances. A notary is available in the Village's administration office if required. The fee collected is non-refundable. Incomplete applications will not be accepted.
- B. The Police Department will conduct a records check, including criminal and traffic, of all applicants for operators' licenses. If necessary, the records check may include an interview with the applicant or contact with other jurisdictions or third parties to verify or investigate information obtained in the records check. Applications with missing information or incomplete information regarding arrests or convictions shall be rejected. Rejected applications shall be re-assessed the application fee.

- C. The Chief of Police, or the Police Chief's designee, shall provide a recommendation for approval or denial using the criteria listed in section 4.
- D. All recommendations for approval will be placed on the next available Village Board meeting for approval. Licenses will be available for pickup by noon the day following Village Board approval.
- E. All recommendations for denial will be referred to the Public Safety Committee. The Clerk shall forward the license application and any related materials to the Committee. The Clerk shall provide notice to the applicant in writing that he or she should appear before the Committee for individual review of the application. The Public Safety Committee shall provide a review of the application as listed in Section 5.
- F. The committee shall, after interview of the applicant, make a recommendation to either grant or deny an operator's license to the Village Board.
- G. The Village Board shall review the application and recommendation from the Public Safety Committee and make a final determination of granting or denying the license.
- H. If the application is denied by the Village Board, the Village Clerk shall, in writing, inform the applicant of the denial, the reasons therefore, and provide an opportunity for the applicant to request a reconsideration of the application by the Village Board.
- I. If the application is denied again, the Village Clerk shall notify the applicant in writing of the reasons therefor. An applicant who is denied any license may apply to the Circuit Court pursuant to WI Statutes 125.12(2)(D).

SECTION 4: Criteria for Denial

The Chief of Police, or designee, shall provide a review of the criminal history of the applicant, and refer any of the following to the Public Safety Committee for further review and possible recommendation for denial. Due to the discretionary nature of the alcohol beverage license process, it is not possible to state every circumstance that may result in denial of a license application and what circumstances will result in approval of a license application. However, it is possible to enumerate what the PSC will consider in making its recommendation and what circumstances are more likely to result in a denial of a license application. It is also important to note denying an operator's license does not prohibit the employee from serving/selling alcohol; however, it does require that they serve/sell with a licensed operator on the premise.

Guideline 1: 11-74 (c) (1): Arrest and conviction record of the applicant, subject to the limitations imposed by Wis. Stats. §§ 111.321, 111.322, and 111.335, and Wis. Stats. § 125.12(1)(b).

- a) Convictions of two or more misdemeanor crimes in a five year period preceding the date of application.

- b) Conviction of one misdemeanor crime in combination with four ordinance violations egregious traffic violations of public safety concern in the five year period preceding the date of application.

Guideline 2: 11-74 (c) (2): If a licensee is convicted of an offense substantially related to the licensed activity.

Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, any person who has been convicted of or has a current charge pending, for (1) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last ten (10) years in the following subcategories, does not qualify for an operator's license:

- (a) Violent crimes against the person of another, including but not limited to battery, disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of victim or witness.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; maintaining a drug trafficking place; possessing with intent to manufacture, distribute, or deliver a controlled substance or a controlled substance analog. Sec. 111.335(1)(cs), Wis. Stats.

Guideline 3: 11-74 (c) (3): An application may be denied based upon the applicant's arrest and conviction record if the applicant has been convicted of a felony (unless duly pardoned) or if the applicant has habitually been a law offender.

Provided the circumstances substantially relate to the circumstances of the job, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last five (5) years immediately preceding the license application in the following subcategories does not qualify for an operator's license:

- (a) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or McFarland Ordinance Ch. 11 - excluding administrative violations such as "failure to post license under glass").
- (b) Operating a motor vehicle with a prohibited alcohol concentration (PAC) in excess of .08% by weight.
- (c) Open intoxicants in public places or in a motor vehicle.

- (d) Possessing a controlled substance, controlled substance analog without a valid prescription, or possessing drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

Additionally, because a license is a privilege, the issuance of which is a right granted solely to the Village Board, the Village Board reserves the right to consider the severity, and facts and circumstances of the offense when making the determination to grant, deny or not renew a license. Further, the Village Board, at its discretion, may, based upon an arrest or conviction record of two or more offenses that are substantially related to the licensed activity within the five years immediately preceding, act to suspend such license for a period of one year or more.

Section 5: Public Safety Committee Review of Applications.

The Public Safety Committee shall be responsible for conducting further review of operator's license applications that have criteria from Section 4 as recommended for denial. The committee shall be expected to thoroughly and conscientiously review license applications and consistently apply pertinent laws and ordinances.

The Public Safety Committee may recommend approval of an operator's license application if the applicant presents the PSC with substantial evidence in the form of credible documentation of rehabilitation. Such evidence could include letters of recommendation from Alcohol and Other Drug ("AODA") counselors, probation agents, or other relevant service providers, other professional counselors, certificates and/or letters confirming satisfactory completion of an AODA or other relevant counseling program. Any such letters shall be on the letterhead of the agency offering the recommendation in order for the letter to be considered credible evidence of rehabilitation.

Pursuant to Wis. Stats. § 111.335(4)(d), competent evidence of rehabilitation and fitness to perform the licensed activity may be established by production of any of the following:

- (a) The individual's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the individual from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the individual was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.
- (b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release

from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

In addition to the documentary evidence that may be provided above to show sufficient rehabilitation and fitness to perform the licensed activity, the Committee shall consider any of the following evidence presented by the applicant:

- (a) Evidence of the nature and seriousness of any offense of which he or she was convicted.
- (b) Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
- (c) The age of the individual at the time the offense was committed.
- (d) The length of time that has elapsed since the offense was committed.
- (e) Letters of reference by persons who have been in contact with the individual since the applicant's release from any local, state, or federal correctional institution.
- (f) All other relevant evidence of rehabilitation and present fitness presented.

The Committee shall decide how much weight and credibility to assign to any evidence of rehabilitation, including but not limited to, whether a record is certified, whether evidence has been corroborated or verified, documentary proof of completion of any counseling or other relevant treatment, and the credibility of statements by the applicant or any witness. In determining the credibility of any statement made by the applicant or any witness, the Committee should consider, among other things, the reasonableness of the statement, possible motives for providing false statements or withholding information, the applicant or witness's conduct and demeanor, the clearness or lack of clearness of the statement, and the cooperation of the applicant or witness in answering any questions posed by the Committee or Village Staff.

For license renewals, a previous determination by the Committee that an applicant has been rehabilitated from certain offenses carries forward; however, these offenses may be re-considered if the applicant has also committed a new offense substantially related to the licensed activity during the current license period.

The Committee shall state reasons for approval or denial for the record.

Possible outcomes include but are not limited to:

1. Recommend approval of the license based on the applicant providing credible evidence of rehabilitation
2. Recommend conditional approval of the license based on the applicant providing substantial, credible evidence of rehabilitation with the following conditions:

- a. There be no more subsequent substantially related offenses for the remainder of the licensing period.
 - b. The applicant be required to pay \$15 dollars, to submit to quarterly background checks to ensure compliance.
3. Recommend application be tabled for a period of XX days. Committee will re-review application at that time. Applicant should be prepared to provide substantial evidence of rehabilitation.
4. Recommend application be denied based on violation of guideline (insert relevant guideline and corresponding ordinance reference).
5. If the applicant fails to appear: recommend the application be placed on file without prejudice (meaning the application can be brought back at any time before the expiration of the license period)



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator, Jim Hessling, Assistant Director

AGENDA ITEM: Discussion and action regarding the award of contract for the 2019 Water Main and Street Improvements.

PREVIOUS ACTION:

The Public Utilities and Works Committees reviewed this bid jointly at their meeting on March 12th and unanimously recommend its approval.

ISSUE SUMMARY:

Enclosed within your packet is a letter from the Village Engineer regarding the bid results for the 2019 Water Main and Street Construction Project. The project will replace water main and repave the street on Timber Lane and Main Street within the defined areas. Additionally, it is recommended to include an alternative bid that adds sidewalk on Main Street and Eighthmy Road to fill in gaps in the off street pedestrian network. The low bidder for the project is Maddrell Excavating of Brodhead whom is an experienced utility and street contractor that has completed similar projects in other communities.

FINANCIAL/BUDGET IMPACT:

The 2019 Budget within the Capital Projects Fund allocates \$955,000 of borrowed money for this project. The Water Utility would be responsible for \$659,500 of this expense. The total cost for the project including the base bid plus the supplemental amount, engineering, and contingency is \$1,375,803. This is over the budgeted amount; however, some additional budgeted funds not used for maintenance or resurfacing can be applied to the project which lowers the difference. Enclosed is a summary of those funding sources and how they would be applied to the project. The remaining overage would be split between the two funds evenly.

There is also an additional amount of \$80,000 set aside for pedestrian projects which the sidewalk alternate comes in under.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:



None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 00 10 10 Advertisement for Bidders resurf
2. Engineer Review of 2019 Water-Street Project
3. 2019 Budget Review - Street Projects

ADVERTISEMENT FOR BIDS

PROJECT: 2019 WATER MAIN AND STREET IMPROVEMENTS

OWNER: Village of McFarland
5915 Milwaukee Street, P.O. Box 110
McFarland, WI 53558

CONTRACTS AND BID DEADLINE:

Sealed bids for Contract A for water main, curb & gutter and sidewalk construction, and Contract B for street excavation, base course construction and street asphalt pavement construction will be received by the Village of McFarland in the McFarland Village office until 10:30 a.m. local time on March 7, 2019. Bids will be publicly opened and read aloud immediately thereafter in the Village Board of Trustees meeting room.

Contract A consists of the following approximate quantities:

6, 8 and 10-inch Water Main	2,100 lineal feet
30-inch Concrete Curb & Gutter Construction and Spot Repair	2,500 lineal feet
4-inch and 6-inch Concrete Sidewalk	4,000 square feet

Contract B consists of the following approximate quantities:

Pulverizing Asphalt Pavement	40,000 square yards
Hot-Mix Asphalt Pavement	7,500 tons

Appurtenances to the above construction items, such as service laterals and manhole adjustments are included, but are not listed above. The quantities are subject to change without notice prior to document distribution.

CONTRACT DOCUMENTS:

The Contract Documents, consisting of Advertisement for Bids, Instructions to Bidders, Bidder's Proof of Responsibility, Bid Proposal Form, Affidavit of Organization and Authority, Bid Bond (in the amount of 5% of the maximum amount of the bid), Notice of Award Form, Agreement Form, Notice to Proceed Form, Performance/Payment Bond (100%), Certificate of Insurance, General Conditions, Supplementary Conditions, Technical Specifications, Drawings and Addenda (if any) may be examined at the following locations:

Village of McFarland
5915 Milwaukee Street, P.O. Box 110
McFarland, WI 53558

Town & Country Engineering, Inc.
2912 Marketplace Drive, Suite 103
Madison, WI 53719

Copies of the Contract Documents and the Construction Plans may be obtained at the office of Town & Country Engineering, Inc., 2912 Marketplace Drive, Suite 103, Madison, WI 53719. There is a **\$25 non-refundable** copying and distribution charge for these documents. Electronic bidding documents are available on-line at Questcdn.com, Project No. 6146670 (Contract A) and Project No. 6146606 (Contract B) for \$15.00. An additional fee of \$10.00 is required for those submitting a bid on-line via Questcdn.

QUALIFICATIONS:

Bidders must be pre-qualified with the Village of McFarland within the last year or must be pre-qualified for this work 5 days prior to the bid deadline in accordance with Section 66.0903 of the Wisconsin Statutes. Each bidder must deposit, with his bid, security in the amount of 5% of the maximum bid amount. Bidders must be experienced in municipal pipeline construction.

PROJECT FUNDING:

Portions of this project are funded through a Local Road Improvements (LRIP) grant from the Wisconsin Department of Transportation.

RIGHTS RESERVED:

The Village of McFarland reserves the right to reject any and all bids and to waive informalities in any bid.

Published by the authority of:
Matthew Schuenke, Village Administrator
Village of McFarland

March 21, 2019

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Attention: Mr. Matthew Schuenke, Village Administrator

Subject: **Updated** Analysis of Bids and Recommendation for Award of Contracts;
2019 Street and Utility Improvements; Village of McFarland

Bid Deadline: March 7, 2019 at 10:30 a.m. local time

Ladies and Gentlemen:

The purpose of this letter is to provide an updated analysis of the bids received for the 2019 Street and Utility Improvements project and to recommend award of a contract with specific reference to the budget funds available in various Village line items as discussed at the joint Public Works/Public Utilities Committee meeting on March 12, 2019.

This project involves curb & gutter, street, and water main improvements on various streets, alternate bids for similar work on Autumn Lane and Creamery Court, an alternate bid for new sidewalk on Main Street and Eighth Road, and supplemental items for property corner replacement and removal and replacement of unsuitable trench backfill.

The pre-bid estimate for the base bid was \$1,183,920.00. Twenty-four general contractors, subcontractors, and material suppliers requested sets of the plans, specifications and bidding documents. Five contractors submitted bids.

A summary of the bids is as follows:

Contractor	Base Bid	Alternate Bid 1- Autumn Lane	Alternate Bid 2- Creamery Court	Alternate Bid 3- New Sidewalk	Suppl. Bid Total	Committee Recommendation (Base + Alt. 3 + Supplemental)
Maddrell Excavating LLC	\$1,157,202.95	\$314,982.30	\$50,345.00	\$66,821.32	\$8,600	\$1,232,624.27
Forest Landscaping & Construction, Inc.	\$1,184,080.60	\$329,439.00	\$57,116.25	\$58,170.00	\$9,250	\$1,251,500.60
Parisi Construction Co. Inc.	\$1,228,766.00	\$330,619.00	\$54,317.25	\$78,059.20	\$11,875	\$1,318,700.20
Speedway Sand & Gravel Inc.	\$1,395,032.85	\$399,681.50	\$53,802.75	\$86,473.25	\$12,350	\$1,493,856.10
S & L Underground, Inc.	\$1,414,970.00	\$374,254.50	\$56,546.25	\$77,446.00	\$20,000	\$1,512,416.00

All of the bids were properly submitted. The low bidder, using any combination of base bid, alternate(s) and supplemental bid is Maddrell Excavating LLC of Brodhead, Wisconsin, an experienced utility and street contractor that did a similar project for the City

of Evansville last year. Maddrell's base bid plus supplemental items is in line with the Engineer's Estimate. The Public Works Committee expressed support for including the new sidewalk alternate with the contract award. It was further discussed that in addition to the Street Maintenance – Annual, Street Maintenance – Resurface, and Street Reconstruction budget line items, the Pedestrian Ways budget line item would also be appropriate for this project, particularly the alternate bid for new sidewalk.

The total cost of this contract as recommended is \$1,232,624.27 plus engineering and contingency costs amounting to a gross total of \$1,442,624. The budget for this work in 2019 split between the Capital Projects and Utilities Funds is \$1,035,000. Some of the variance between budget to actual can be made up by allocating budgeted expenses planned for 2019 towards this project that are no longer needed for their original purpose.

Additionally, the remainder will be made up equally by the two funds through additional borrowed proceeds when the annual borrowing takes place later this year. Village Staff has included a summary table in your packet depicting this scenario. Accordingly, the **Joint Committee recommended awarding the contract to Maddrell Excavating for \$1,232,624.27 to include the base bid, Alternate Bid No. 3 for new sidewalk on Main Street and Eighth Road, plus the supplemental bid items. This results in a total project cost of \$1,442,624 including engineering and contingency.**

This will be a unit price contract. That is, the contractor will be paid for the work actually performed on the basis on the unit prices bid. This means that the final line item costs could be either greater than or less than the bid totals. Also, unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended contingency.

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.



Brian R. Berquist, P.E.
President

BRB:sai

J:\JOB#S\McFarland\MC-148-M4 2019 Street and Water Main Improvements\Bidding\Recommendation Ltr - Updated.docx

BID TABULATION

Project:

2019 Street and Utility Improvements; Village of McFarland

Engineer's Project Number:

MC 148 Bid Deadline: March 7, 2019 at 10:30 a.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID QUANT.	BID UNITS	PRE-BID ESTIMATE UNIT PRICE	PRE-BID ESTIMATE AMOUNT	Maddrell Excavating LLC UNIT PRICE	Maddrell Excavating LLC AMOUNT	Forest Landscap. & Construct. UNIT PRICE	Forest Landscap. & Construct. AMOUNT
BASE BID									
Utility Work									
1.	10" D.I. Water Main	1,482	lin. ft.	\$ 95.00	\$ 140,790.00	\$ 103.00	\$ 152,646.00	\$ 105.00	\$ 155,610.00
2.	8" D.I. Water Main	790	lin. ft.	\$ 80.00	\$ 63,200.00	\$ 96.00	\$ 75,840.00	\$ 95.00	\$ 75,050.00
3.	6" D.I. Water Main & Hydrant Leads	156	lin. ft.	\$ 75.00	\$ 11,700.00	\$ 91.00	\$ 14,196.00	\$ 90.00	\$ 14,040.00
4.	10" Gate Valves and Boxes	8	each	\$ 2,500.00	\$ 20,000.00	\$ 2,300.00	\$ 18,400.00	\$ 2,300.00	\$ 18,400.00
5.	8" Gate Valves and Boxes	8	each	\$ 1,600.00	\$ 12,800.00	\$ 1,600.00	\$ 12,800.00	\$ 1,900.00	\$ 15,200.00
6.	6" Gate Valves and Boxes	4	each	\$ 1,300.00	\$ 5,200.00	\$ 1,300.00	\$ 5,200.00	\$ 1,600.00	\$ 6,400.00
7.	Hydrants	4	each	\$ 5,000.00	\$ 20,000.00	\$ 4,500.00	\$ 18,000.00	\$ 3,300.00	\$ 13,200.00
8.	1" Corporation Stops	41	each	\$ 370.00	\$ 15,170.00	\$ 500.00	\$ 20,500.00	\$ 250.00	\$ 10,250.00
9.	1.5" Corporation Stops	2	each	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00	\$ 280.00	\$ 560.00
10.	1" Curb Stops	41	each	\$ 500.00	\$ 20,500.00	\$ 500.00	\$ 20,500.00	\$ 250.00	\$ 10,250.00
11.	1.5" Curb Stops	2	each	\$ 700.00	\$ 1,400.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00
12.	1" Copper Water Service Laterals	1,500	lineal ft.	\$ 48.00	\$ 72,000.00	\$ 60.00	\$ 90,000.00	\$ 50.00	\$ 75,000.00
13.	1.5" Copper Water Service Laterals	60	lineal ft.	\$ 57.00	\$ 3,420.00	\$ 63.00	\$ 3,780.00	\$ 60.00	\$ 3,600.00
14.	Water Service Lateral Reconnections	41	each	\$ 350.00	\$ 14,350.00	\$ 190.00	\$ 7,790.00	\$ 200.00	\$ 8,200.00
15.	Existing Main Reconnections	8	each	\$ 1,600.00	\$ 12,800.00	\$ 2,200.00	\$ 17,600.00	\$ 3,000.00	\$ 24,000.00
Street Work									
16.	Pulverizing and Grading of Existing Asphalt Pavement	25,100	sq. yds.	\$ 2.00	\$ 50,200.00	\$ 2.05	\$ 51,455.00	\$ 3.20	\$ 80,320.00
17.	Excavation and Disposal of Bad Subbase Below Subgrade	1,100	cu. yd.	\$ 14.50	\$ 15,950.00	\$ 16.00	\$ 17,600.00	\$ 15.00	\$ 16,500.00
18.	3" Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	2,200	tons	\$ 12.00	\$ 26,400.00	\$ 16.00	\$ 35,200.00	\$ 13.00	\$ 28,600.00
19.	Sanitary Manhole Castings	22	each	\$ 700.00	\$ 15,400.00	\$ 600.00	\$ 13,200.00	\$ 550.00	\$ 12,100.00
20.	1 1/2" Hot Mix Asphalt Surface Course, Type 5 LT	2,475	tons	\$ 82.00	\$ 202,950.00	\$ 70.45	\$ 174,363.75	\$ 74.00	\$ 183,150.00
21.	1 1/2" Hot Mix Asphalt Lower Course, Type 4 LT	2,900	tons	\$ 77.50	\$ 224,750.00	\$ 67.45	\$ 195,605.00	\$ 70.00	\$ 203,000.00
22.	Clean & Tack	25,100	sq. yd.	\$ 0.60	\$ 15,060.00	\$ 0.15	\$ 3,765.00	\$ 0.23	\$ 5,773.00
23.	Replace Top Section of Water Valve Boxes	10	each	\$ 300.00	\$ 3,000.00	\$ 410.00	\$ 4,100.00	\$ 250.00	\$ 2,500.00
24.	2" Hot-Mix Asphalt Paving and Driveways	200	sq. yd.	\$ 16.00	\$ 3,200.00	\$ 16.50	\$ 3,300.00	\$ 20.00	\$ 4,000.00
25.	Sawcutting Existing Concrete and Asphalt Pavements	600	lineal ft.	\$ 3.50	\$ 2,100.00	\$ 3.00	\$ 1,800.00	\$ 3.50	\$ 2,100.00
26.	Remove and Replace 30" Concrete Curb & Gutter (< 50-foot sections)	2,400	lineal ft.	\$ 32.00	\$ 76,800.00	\$ 31.18	\$ 74,832.00	\$ 36.00	\$ 86,400.00
27.	Remove and Replace 30" Concrete Curb & Gutter (> 50-foot sections)	1,500	lineal ft.	\$ 27.00	\$ 40,500.00	\$ 20.85	\$ 31,275.00	\$ 23.00	\$ 34,500.00
29.	Removal and Replace 5" Thick Concrete Sidewalk and Driveway Approaches	3,888	sq. ft.	\$ 10.00	\$ 38,880.00	\$ 6.65	\$ 25,855.20	\$ 6.45	\$ 25,077.60

BID TABULATION

Project: 2019 Street and Utility Improvements; Village of McFarland

Engineer's Project Number: MC 148

Bid Deadline: March 7, 2019 at 10:30 a.m. local time

30.	48" Concrete Valley Gutter	3 each	\$ 3,000.00	\$ 9,000.00	\$ 2,200.00	\$ 6,600.00	\$ 2,800.00	\$ 8,400.00
31.	Topsoil Restoration, Seeding, Fertilizing & Mulching	1,300 sq. yds.	\$ 7.00	\$ 9,100.00	\$ 8.00	\$ 10,400.00	\$ 8.00	\$ 10,400.00
32.	Erosion Control	1 lump sum	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00	\$ 9,000.00
33.	Traffic Control	1 lump sum	\$ 6,000.00	\$ 6,000.00	\$ 24,000.00	\$ 24,000.00	\$ 15,500.00	\$ 15,500.00
34.	Removal and Replace Existing 12" Gate Valve, Including Restoration	1 each	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
35.	Install New 12" Gate Valve on Existing Main, Including Restoration	3 each	\$ 5,000.00	\$ 15,000.00	\$ 4,400.00	\$ 13,200.00	\$ 6,500.00	\$ 19,500.00
	TOTAL BASE BID			\$ 1,183,920.00		\$ 1,157,202.95		\$ 1,184,080.60
ALTERNATE BID NO. 1 - Autumn Lane								
A1-1.	10" D.I. Water Main	674 lin. ft.	\$ 95.00	\$ 64,030.00	\$ 103.00	\$ 69,422.00	\$ 105.00	\$ 70,770.00
A1-2.	6" D.I. Water Main	16 lin. ft.	\$ 75.00	\$ 1,200.00	\$ 98.00	\$ 1,568.00	\$ 100.00	\$ 1,600.00
A1-3.	10" Gate Valves and Boxes	2 each	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00
A1-4.	6" Gate Valves and Boxes	1 each	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,600.00	\$ 1,600.00
A1-5.	Hydrants	1 each	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,300.00	\$ 3,300.00
A1-6.	1" Corporation Stops	7 each	\$ 370.00	\$ 2,590.00	\$ 500.00	\$ 3,500.00	\$ 150.00	\$ 1,050.00
A1-7.	1" Curb Stops	7 each	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 250.00	\$ 1,750.00
A1-8.	1" Copper Water Service Laterals	250 lineal ft.	\$ 48.00	\$ 12,000.00	\$ 60.00	\$ 15,000.00	\$ 50.00	\$ 12,500.00
A1-9.	Water Service Lateral Reconnections	7 each	\$ 350.00	\$ 2,450.00	\$ 190.00	\$ 1,330.00	\$ 250.00	\$ 1,750.00
A1-10.	Pulverizing and Grading of Existing Asphalt Pavement	9,450 sq. yds.	\$ 2.00	\$ 18,900.00	\$ 2.05	\$ 19,372.50	\$ 3.25	\$ 30,712.50
A1-11.	Excavation and Disposal of Bad Subbase Below Subgrade	400 cu. yd.	\$ 14.50	\$ 5,800.00	\$ 16.00	\$ 6,400.00	\$ 15.00	\$ 6,000.00
A1-12.	3" Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	800 tons	\$ 12.00	\$ 9,600.00	\$ 16.00	\$ 12,800.00	\$ 13.00	\$ 10,400.00
A1-13.	Sawcutting Existing Concrete and Asphalt Pavements	120 lineal ft.	\$ 3.50	\$ 420.00	\$ 3.00	\$ 360.00	\$ 4.00	\$ 480.00
A1-14.	Sanitary Manhole Castings	5 each	\$ 700.00	\$ 3,500.00	\$ 600.00	\$ 3,000.00	\$ 550.00	\$ 2,750.00
A1-15.	1 1/2" Hot Mix Asphalt Surface Course, Type 5 LT	900 tons	\$ 82.00	\$ 73,800.00	\$ 69.35	\$ 62,415.00	\$ 74.00	\$ 66,600.00
A1-16.	1 3/4" Hot Mix Asphalt Lower Course, Type 4 LT	1,050 tons	\$ 77.50	\$ 81,375.00	\$ 67.00	\$ 70,350.00	\$ 70.00	\$ 73,500.00
A1-17.	Clean & Tack	9,450 sq. yd.	\$ 0.60	\$ 5,670.00	\$ 0.15	\$ 1,417.50	\$ 0.25	\$ 2,362.50
A1-18.	Replace Top Section of Water Valve Boxes	3 each	\$ 300.00	\$ 900.00	\$ 410.00	\$ 1,230.00	\$ 300.00	\$ 900.00
A1-19.	Remove and Replace 30" Concrete Curb & Gutter (< 50-foot sections)	800 lineal ft.	\$ 32.00	\$ 25,600.00	\$ 31.18	\$ 24,944.00	\$ 35.00	\$ 28,000.00
A1-20.	Erosion Control	1 lump sum	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
A1-21.	Traffic Control	1 lump sum	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00
A1-22.	Remove and Replace 5" Thick Concrete Sidewalk and Driveway Approaches	402 sq. ft.	\$ 10.00	\$ 4,020.00	\$ 6.65	\$ 2,673.30	\$ 7.00	\$ 2,814.00
	TOTAL ALTERNATE BID NO. 1			\$ 330,655.00		\$ 314,982.30		\$ 329,439.00

2019 Street and Utility Improvements: Village of McFarland

MC 148	Bid Deadline: March 7, 2019 at 10:30 a.m. local time
--------	--

Page 177 of 211

BID TABULATION

Project: 2019 Street and Utility Improvements; Village of McFarland
 Engineer's Project Number: MC 148 Bid Deadline: March 7, 2019 at 10:30 a.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID QUANT.	UNITS	Parisi Construction Co. Inc. UNIT PRICE	AMOUNT	Speedway Sand & Gravel Inc. UNIT PRICE	AMOUNT	S & L Underground, Inc. UNIT PRICE	AMOUNT
BASE BID									
Utility Work									
1.	10" D.I. Water Main	1,482	lin. ft.	\$ 87.00	\$ 128,934.00	\$ 125.40	\$ 185,842.80	\$ 78.00	\$ 115,596.00
2.	8" D.I. Water Main	790	lin. ft.	\$ 80.00	\$ 63,200.00	\$ 118.70	\$ 93,773.00	\$ 70.00	\$ 55,300.00
3.	6" D.I. Water Main & Hydrant Leads	156	lin. ft.	\$ 79.00	\$ 12,324.00	\$ 112.60	\$ 17,565.60	\$ 79.00	\$ 12,324.00
4.	10" Gate Valves and Boxes	8	each	\$ 3,100.00	\$ 24,800.00	\$ 3,330.00	\$ 26,640.00	\$ 3,860.00	\$ 30,880.00
5.	8" Gate Valves and Boxes	8	each	\$ 2,400.00	\$ 19,200.00	\$ 2,545.00	\$ 20,360.00	\$ 2,070.00	\$ 16,560.00
6.	6" Gate Valves and Boxes	4	each	\$ 2,000.00	\$ 8,000.00	\$ 2,300.00	\$ 9,200.00	\$ 1,615.00	\$ 6,460.00
7.	Hydrants	4	each	\$ 4,200.00	\$ 16,800.00	\$ 6,891.00	\$ 27,564.00	\$ 4,250.00	\$ 17,000.00
8.	1" Corporation Stops	41	each	\$ 86.00	\$ 3,526.00	\$ 752.00	\$ 30,832.00	\$ 600.00	\$ 24,600.00
9.	1.5" Corporation Stops	2	each	\$ 280.00	\$ 560.00	\$ 972.00	\$ 1,944.00	\$ 815.00	\$ 1,630.00
10.	1" Curb Stops	41	each	\$ 180.00	\$ 7,380.00	\$ 172.50	\$ 7,072.50	\$ 534.00	\$ 21,894.00
11.	1.5" Curb Stops	2	each	\$ 250.00	\$ 500.00	\$ 296.70	\$ 593.40	\$ 658.00	\$ 1,316.00
12.	1" Copper Water Service Laterals	1,500	lineal ft.	\$ 17.75	\$ 26,625.00	\$ 64.20	\$ 96,300.00	\$ 67.00	\$ 100,500.00
13.	1.5" Copper Water Service Laterals	60	lineal ft.	\$ 26.00	\$ 1,560.00	\$ 72.80	\$ 4,368.00	\$ 90.00	\$ 5,400.00
14.	Water Service Lateral Reconections	41	each	\$ 1,600.00	\$ 65,600.00	\$ 202.00	\$ 8,282.00	\$ 1,478.00	\$ 60,598.00
15.	Existing Main Reconections	8	each	\$ 2,400.00	\$ 19,200.00	\$ 4,095.00	\$ 32,760.00	\$ 2,650.00	\$ 21,200.00
Street Work									
16.	Pulverizing and Grading of Existing Asphalt Pavement	25,100	sq. yds.	\$ 3.30	\$ 82,830.00	\$ 3.84	\$ 96,384.00	\$ 4.70	\$ 117,970.00
17.	Excavation and Disposal of Bad Subbase Below Subgrade	1,100	cu. yd.	\$ 18.50	\$ 20,350.00	\$ 31.05	\$ 34,155.00	\$ 25.00	\$ 27,500.00
18.	3" Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	2,200	tons	\$ 11.00	\$ 24,200.00	\$ 9.25	\$ 20,350.00	\$ 15.00	\$ 33,000.00
19.	Sanitary Manhole Castings	22	each	\$ 730.00	\$ 16,060.00	\$ 665.00	\$ 14,630.00	\$ 755.00	\$ 16,610.00
20.	1 1/2" Hot Mix Asphalt Surface Course, Type 5 LT	2,475	tons	\$ 75.00	\$ 185,625.00	\$ 70.45	\$ 174,363.75	\$ 71.00	\$ 175,725.00
21.	1 1/4" Hot Mix Asphalt Lower Course, Type 4 LT	2,900	tons	\$ 72.00	\$ 208,800.00	\$ 67.45	\$ 195,605.00	\$ 68.00	\$ 197,200.00
22.	Clean & Tack	25,100	sq. yd.	\$ 0.15	\$ 3,765.00	\$ 0.15	\$ 3,765.00	\$ 0.15	\$ 3,765.00
23.	Replace Top Section of Water Valve Boxes	10	each	\$ 390.00	\$ 3,900.00	\$ 405.00	\$ 4,050.00	\$ 284.00	\$ 2,840.00
24.	2" Hot-Mix Asphalt Paving and Driveways	200	sq. yd.	\$ 17.50	\$ 3,500.00	\$ 31.50	\$ 6,300.00	\$ 16.60	\$ 3,320.00
25.	Sawcutting Existing Concrete and Asphalt Pavements	600	lineal ft.	\$ 2.40	\$ 1,440.00	\$ 2.00	\$ 1,200.00	\$ 3.00	\$ 1,800.00
26.	Remove and Replace 30" Concrete Curb & Gutter (< 50-foot sections)	2,400	lineal ft.	\$ 42.75	\$ 102,600.00	\$ 47.50	\$ 114,000.00	\$ 34.25	\$ 82,200.00
27.	Remove and Replace 30" Concrete Curb & Gutter (> 50-foot sections)	1,500	lineal ft.	\$ 32.50	\$ 48,750.00	\$ 37.50	\$ 56,250.00	\$ 25.00	\$ 37,500.00
29.	Removal and Replace 5" Thick Concrete Sidewalk and Driveway Approaches	3,888	sq. ft.	\$ 11.50	\$ 44,712.00	\$ 9.35	\$ 36,352.80	\$ 9.00	\$ 34,992.00

BID TABULATION

Project: 2019 Street and Utility Improvements; Village of McFarland
 Engineer's Project Number: MC 148 Bid Deadline: March 7, 2019 at 10:30 a.m. local time

30.	48" Concrete Valley Gutter	3 each	\$ 2,500.00	\$ 7,500.00	\$ 1,950.00	\$ 5,850.00	\$ 1,800.00	\$ 5,400.00
31.	Topsoil Restoration, Seeding, Fertilizing & Mulching	1,300 sq. yds.	\$ 10.25	\$ 13,325.00	\$ 8.50	\$ 11,050.00	\$ 11.00	\$ 14,300.00
32.	Erosion Control	1 lump sum	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,600.00	\$ 11,600.00
33.	Traffic Control	1 lump sum	\$ 19,400.00	\$ 19,400.00	\$ 2,500.00	\$ 2,500.00	\$ 124,000.00	\$ 124,000.00
34.	Removal and Replace Existing 12" Gate Valve, Including Restoration	1 each	\$ 11,800.00	\$ 11,800.00	\$ 13,295.00	\$ 13,295.00	\$ 11,400.00	\$ 11,400.00
35.	Install New 12" Gate Valve on Existing Main, Including Restoration	3 each	\$ 9,000.00	\$ 27,000.00	\$ 9,945.00	\$ 29,835.00	\$ 7,530.00	\$ 22,590.00
	TOTAL BASE BID			\$ 1,228,766.00		\$ 1,395,032.85		\$ 1,414,970.00
ALTERNATE BID NO. 1 - Autumn Lane								
A1-1.	10" D.I. Water Main	674 lin. ft.	\$ 85.00	\$ 57,290.00	\$ 177.90	\$ 119,904.60	\$ 83.00	\$ 55,942.00
A1-2.	6" D.I. Water Main	16 lin. ft.	\$ 95.00	\$ 1,520.00	\$ 174.10	\$ 2,785.60	\$ 124.00	\$ 1,984.00
A1-3.	10" Gate Valves and Boxes	2 each	\$ 3,100.00	\$ 6,200.00	\$ 3,230.00	\$ 6,460.00	\$ 3,860.00	\$ 7,720.00
A1-4.	6" Gate Valves and Boxes	1 each	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,615.00	\$ 1,615.00
A1-5.	Hydrants	1 each	\$ 4,200.00	\$ 4,200.00	\$ 5,891.00	\$ 5,891.00	\$ 4,240.00	\$ 4,240.00
A1-6.	1" Corporation Stops	7 each	\$ 86.00	\$ 602.00	\$ 652.80	\$ 4,569.60	\$ 600.00	\$ 4,200.00
A1-7.	1" Curb Stops	7 each	\$ 180.00	\$ 1,260.00	\$ 172.50	\$ 1,207.50	\$ 535.00	\$ 3,745.00
A1-8.	1" Copper Water Service Laterals	250 lineal ft.	\$ 17.75	\$ 4,437.50	\$ 56.88	\$ 14,220.00	\$ 67.00	\$ 16,750.00
A1-9.	Water Service Lateral Reconnections	7 each	\$ 1,600.00	\$ 11,200.00	\$ 202.00	\$ 1,414.00	\$ 1,475.00	\$ 10,325.00
A1-10.	Pulverizing and Grading of Existing Asphalt Pavement	9,450 sq. yds.	\$ 3.30	\$ 31,185.00	\$ 3.84	\$ 36,288.00	\$ 4.70	\$ 44,415.00
A1-11.	Excavation and Disposal of Bad Subbase Below Subgrade	400 cu. yd.	\$ 18.50	\$ 7,400.00	\$ 31.05	\$ 12,420.00	\$ 22.50	\$ 9,000.00
A1-12.	3" Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	800 tons	\$ 11.00	\$ 8,800.00	\$ 9.25	\$ 7,400.00	\$ 15.00	\$ 12,000.00
A1-13.	Sawcutting Existing Concrete and Asphalt Pavements	120 lineal ft.	\$ 4.20	\$ 504.00	\$ 2.00	\$ 240.00	\$ 5.00	\$ 600.00
A1-14.	Sanitary Manhole Castings	5 each	\$ 730.00	\$ 3,650.00	\$ 665.00	\$ 3,325.00	\$ 755.00	\$ 3,775.00
A1-15.	1 1/2" Hot Mix Asphalt Surface Course, Type 5 LT	900 tons	\$ 74.00	\$ 66,600.00	\$ 69.35	\$ 62,415.00	\$ 69.70	\$ 62,730.00
A1-16.	1 1/2" Hot Mix Asphalt Lower Course, Type 4 LT	1,050 tons	\$ 71.00	\$ 74,550.00	\$ 67.00	\$ 70,350.00	\$ 67.40	\$ 70,770.00
A1-17.	Clean & Tack	9,450 sq. yd.	\$ 0.15	\$ 1,417.50	\$ 0.15	\$ 1,417.50	\$ 0.15	\$ 1,417.50
A1-18.	Replace Top Section of Water Valve Boxes	3 each	\$ 320.00	\$ 960.00	\$ 405.00	\$ 1,215.00	\$ 196.00	\$ 588.00
A1-19.	Remove and Replace 30" Concrete Curb & Gutter (< 50-foot sections)	800 lineal ft.	\$ 41.50	\$ 33,200.00	\$ 47.50	\$ 38,000.00	\$ 31.70	\$ 25,360.00
A1-20.	Erosion Control	1 lump sum	\$ 720.00	\$ 720.00	\$ 2,500.00	\$ 2,500.00	\$ 4,190.00	\$ 4,190.00
A1-21.	Traffic Control	1 lump sum	\$ 8,300.00	\$ 8,300.00	\$ 1,600.00	\$ 1,600.00	\$ 29,270.00	\$ 29,270.00
A1-22.	Remove and Replace 5" Thick Concrete Sidewalk and Driveway Approaches	402 sq. ft.	\$ 11.50	\$ 4,623.00	\$ 9.35	\$ 3,758.70	\$ 9.00	\$ 3,618.00
	TOTAL ALTERNATE BID NO. 1			\$ 330,619.00		\$ 399,681.50		\$ 374,254.50

BID TABULATION

Project:

2019 Street and Utility Improvements; Village of McFarland

Engineer's Project Number:

MC 148 Bid Deadline: March 7, 2019 at 10:30 a.m. local time

ALTERNATE BID NO. 2 - Creamery Court																
A2-1.	Pulverizing and Grading of Existing Asphalt Pavement	2,225 sq. yds.		\$	3.30	\$	7,342.50		\$	3.84	\$	8,544.00	\$	4.70	\$	10,457.50
A2-2.	Excavation and Disposal of Bad Subbase Below Subgrade	100 cu. yd.		\$	30.25	\$	3,025.00		\$	31.05	\$	3,105.00	\$	22.50	\$	2,250.00
A2-3.	3" Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	200 tons		\$	10.75	\$	2,150.00		\$	9.25	\$	1,850.00	\$	15.00	\$	3,000.00
A2-4.	Sawcutting Existing Concrete and Asphalt Pavements	30 lineal ft.		\$	4.20	\$	126.00		\$	2.00	\$	60.00	\$	5.00	\$	150.00
A2-5.	Sanitary Manhole Castings	4 each		\$	730.00	\$	2,920.00		\$	665.00	\$	2,660.00	\$	755.00	\$	3,020.00
A2-6.	1½" Hot Mix Asphalt Surface Course, Type 5 LT	220 tons		\$	76.00	\$	16,720.00		\$	72.00	\$	15,840.00	\$	72.40	\$	15,928.00
A2-7.	1¾" Hot Mix Asphalt Lower Course, Type 4 LT	250 tons		\$	74.00	\$	18,500.00		\$	70.00	\$	17,500.00	\$	70.40	\$	17,600.00
A2-8.	Clean & Tack	2,225 sq. yd.		\$	0.15	\$	333.75		\$	0.15	\$	333.75	\$	0.15	\$	333.75
A2-9.	Replace Top Section of Water Valve Boxes	2 each		\$	390.00	\$	780.00		\$	405.00	\$	810.00	\$	196.00	\$	392.00
A2-10.	Erosion Control	1 lump sum		\$	720.00	\$	720.00		\$	1,500.00	\$	1,500.00	\$	1,815.00	\$	1,815.00
A2-11.	Traffic Control	1 lump sum		\$	1,700.00	\$	1,700.00		\$	1,600.00	\$	1,600.00	\$	1,600.00	\$	1,600.00
	TOTAL ALTERNATE BID NO. 2			\$		\$	54,317.25				\$	53,802.75			\$	56,546.25
ALTERNATE BID NO. 3 - New Sidewalk on Main Street and Eighth Road																
A3-1.	Excavation/Fill to Subgrade	1 lump sum		\$	43,500.00	\$	43,500.00		\$	12,550.00	\$	12,550.00	\$	18,974.00	\$	18,974.00
A3-2.	¾" Crushed Aggregate Base Course	245 tons		\$	17.00	\$	4,165.00		\$	13.25	\$	3,246.25	\$	16.00	\$	3,920.00
A3-3.	Remove and Replace 5" Thick Concrete Sidewalk, Including Grass Restoration	6,594 sq. ft.		\$	4.30	\$	28,354.20		\$	10.50	\$	69,237.00	\$	8.00	\$	52,752.00
A3-4.	Truncated Dome Panels	6 each		\$	340.00	\$	2,040.00		\$	240.00	\$	1,440.00	\$	300.00	\$	1,800.00
	TOTAL ALTERNATE BID NO. 3			\$		\$	78,059.20				\$	86,473.25			\$	77,446.00
SUPPLEMENTAL BID ITEMS																
S1.	Property Corner Replacement	5 each		\$	530.00	\$	2,650.00		\$	1,000.00	\$	5,000.00	\$	1,000.00	\$	5,000.00
S2.	Removal and Replacement of Unsuitable Trench Backfill	300 cu. yd.		\$	30.75	\$	9,225.00		\$	24.50	\$	7,350.00	\$	50.00	\$	15,000.00
	TOTAL OF SUPPLEMENTAL BID			\$		\$	11,875.00				\$	12,350.00			\$	20,000.00

Line Items	2019 Budget	Actual										
		Water Main and Street Construction					Street Maint.	Net Total	Eng	Cont	Gross Total	Diff
Base Bid 1	Alternate 1	Alternate 2	Alternate 3	Supplemental	Base Bid 2							
Street Maintenance - Annual	300,000						155,919	155,919	10,000	6,000	171,919	(128,081)
Street Maintenance - Resurface	150,000							0	(150,000)			
Streets - Reconstruction	955,000	1,157,203				8,600	1,165,803	150,000	60,000	1,375,803	420,803	
Pedestrian	80,000	66,821					66,821			66,821	(13,179)	
Total	1,485,000	1,157,203	0	0	66,821	8,600	155,919	1,388,543	160,000	66,000	1,614,543	129,543

Additional Funds for the Project	Capital	64,772
	Water	64,772



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator, Jim Hessling, Assistant Director

AGENDA ITEM: Discussion and action regarding the award of contract for the 2019 Street Maintenance.

PREVIOUS ACTION:

The Public Works Committee reviewed this item at its meeting on March 12th and unanimously recommended its approval.

ISSUE SUMMARY:

Enclosed within your packet is a letter from the Village Engineer regarding the bid results for the 2019 Street Maintenance Project. The project will include level sealing, crack filling, and seal coating on several Village streets listed within the letter. The low bidder for the project is Scott Construction out of Lake Delton whom is an experienced paving contractor that has complete similar projects in other communities.

FINANCIAL/BUDGET IMPACT:

The 2019 Budget within the Capital Projects Fund allocates \$300,000 of borrowed money for annual maintenance. The total cost for the project with the alternate, engineering, and contingency adds up to \$171,919 which is within the budget parameters.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 00100 Advertisement for Bidders - maintenance
2. Engineer Review of 2019 Street Maintenance
3. 2019 Budget Review - Street Projects

ADVERTISEMENT FOR BIDS

PROJECT: **2019 STREET MAINTENANCE**

OWNER: Village of McFarland
 5915 Milwaukee Street
 McFarland, WI 53558

CONTRACTS AND BID DEADLINE:

Sealed bids are being requested for crack filling and seal coating in the Village of McFarland, 5915 Milwaukee Street, P.O. Box 110, McFarland, WI 53558 until March 7, 2019 at 10:00 a.m. local time, at which time the bids will be publicly opened and read aloud immediately thereafter in the same location. The contract consists of the following approximate quantities.

Crack Filling and Seal Coating	30,000 square yards
--------------------------------	---------------------

CONTRACT DOCUMENTS:

The Contract Documents, consisting of Advertisement for Bids, Instructions to Bidders, Bidder's Proof of Responsibility, Bid Proposal Form, Affidavit of Organization and Authority, Bid Bond (in the amount of 5% of the maximum amount of the bid), Notice of Award Form, Agreement Form, Notice to Proceed Form, Performance/Payment Bond (100%), Certificate of Insurance, General Conditions, Supplementary Conditions, Technical Specifications, Drawings and Addenda (if any) may be examined at the following locations:

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Town & Country Engineering, Inc.
2912 Marketplace Drive, Suite 103
Madison, WI 53719

Copies of the Contract Documents and the Construction Plans may be obtained at the office of Town & Country Engineering, Inc., 2912 Marketplace Drive, Suite 103, Madison, WI 53719. There is a **\$25.00 non-refundable** copying and distribution charge for these documents. Electronic bidding documents are available on-line at Questcdn.com, Project No. 6146421 for \$15. An additional fee of \$10.00 is required for those submitting a bid on-line via Questcdn.

QUALIFICATIONS:

Bidders must be pre-qualified with the Village of McFarland within the last year or must submit a bidder's proof of responsibility for this work 5 days prior to the bid deadline in accordance with Section 66.0903 of the Wisconsin Statutes. Each bidder must deposit, with his bid, security in the amount of 5% of the maximum bid amount. Bidders must be experienced in municipal street construction.

RIGHTS RESERVED:

The Village of McFarland reserves the right to reject any and all bids and to waive informalities in any bid.

Published by the authority of:
Matthew Schuenke, Village Administrator
Village of McFarland

March 12, 2019

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Attention: Mr. Matthew Schuenke, Village Administrator

Subject: Analysis of Bids and Recommendation for Award of Contracts; 2019
Street Maintenance; Village of McFarland

Bid Deadline: Changed via addendum to March 8, 2019 at 10:00 a.m. local time

Ladies and Gentlemen:

The purpose of this letter is to analyze the bids received for the 2019 Street Maintenance project and to recommend award of a contract. This project involves level sealing, crack filling and seal coating as noted below on the following streets:

Base Bid

- Taylor Road, Terminal Drive to Farwell Street
- Holscher Road, Elvehjem Road to Broadhead Street
- Broadhead Street, Holscher Road to Valley Drive
- Valley Drive, Broadhead Street to Siggelkow Road
- Commerce Court, Triangle Street to end
- Triangle Street, 4501 Triangle Street to Voges Road
- Terminal Drive, USH 51 to Siggelkow Road

Alternative Bid

- Terminal Drive Cul-de-Sac, Terminal Drive to end
- Juniper Ridge, Red Oak Trail to Holscher Road

Three general contractors, subcontractors, and material suppliers requested sets of the plans, specifications and bidding documents. Two contractors submitted bids.

A summary of the bids is as follows:

Contractor	Base Bid	Alternate Bid Total
Scott Construction, Inc	\$127,477.41	\$28,441.36
Fahrner Asphalt Sealers, LLC	\$137,449.80	\$24,611.00

All of the bids were properly submitted.

The low bidder, using the base bid only, the base bid and any combination of alternate bids is Scott Construction, Inc. of Lake Delton, Wisconsin, an experienced paving contractor that has performed similar projects for other Villages in Dane County. The bid

prices are well within the original budget. We recommend that Scott Construction be awarded a contract for the base bid and both alternate bid streets for a total of \$155,918.77.

This will be a unit price contract. That is, the contractor will be paid for the work actually performed on the basis on the unit prices bid. This means that the final line item costs could be either greater than or less than the bid totals. Also, unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended 10% contingency.

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.

A handwritten signature in cursive script, appearing to read "Brian Berquist".

Brian R. Berquist, P.E.
President

BRB:sai

J:\JOB#\SMcFarland\MC-150-M4 2019 Street Maintenance\Bidding\Recommendation Ltr.docx

BID TABULATION

PAGE 1 OF 1

Project: 2019 Street Maintenance; Village of McFarland

Engineer's Project Number: MC 150

Bid Deadline: Changed via addendum to March 8, 2019 at 10:00 a.m. local t

ITEM NO.	DESCRIPTION OF WORK	BID		Scott Construction, Inc		Fahrner Asphalt Sealers, LLC	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1.	Taylor Road, Terminal Drive to Farwell Street (approximately 11,450 sq. yds)	1	lump sum	\$ 3,167.00	\$ 3,167.00	\$ 5,725.00	\$ 5,725.00
2.	Creamery Road/Elvehjem Road, Johnson Street to Village Limit (approximately 18,800 sq. yds)	4	lump sum		\$ -		\$ -
3.	Holscher Road, Elvehjem Road to Broadhead Street (approximately 18,200 sq. yds)	1	lump sum	\$ 43,816.33	\$ 43,816.33	\$ 56,420.00	\$ 56,420.00
4.	Broadhead Street, Holscher Road to Valley Drive (approximately 19,330 sq. yds)	1	lump sum	\$ 1,031.00	\$ 1,031.00	\$ 2,899.50	\$ 2,899.50
5.	Valley Drive, Broadhead Street to Siggelkow Road (approximately 16,590 sq. yds)	1	lump sum	\$ 7,234.00	\$ 7,234.00	\$ 10,285.80	\$ 10,285.80
6.	Commerce Court, Triangle Street to End (approximately 1,710 sq. yds)	1	lump sum	\$ 7,624.58	\$ 7,624.58	\$ 6,156.00	\$ 6,156.00
7.	Triangle Street, 4501 Triangle Street to Voges Road (approximately 7,950 sq. yds)	1	lump sum	\$ 22,594.00	\$ 22,594.00	\$ 20,670.00	\$ 20,670.00
8.	Terminal Drive, USH 51 to Siggelkow Road (approximately 13,950 sq. yds)	1	lump sum	\$ 42,010.50	\$ 42,010.50	\$ 35,293.50	\$ 35,293.50
	BASE BID TOTAL				\$ 127,477.41		\$ 137,449.80
ALTERNATE BIDS							
A1.	Terminal Drive Cul-de-Sac, Terminal Drive to End (approximately 8,290 sq. yds)	1	lump sum	\$ 20,681.42	\$ 20,681.42	\$ 19,067.00	\$ 19,067.00
A2.	Exchange Street, 6119 Exchange Street to Bridge (approximately 16,220 sq. yds)	4	lump sum		\$ -		\$ -
A3.	Juniper Ridge, Red Oak Trail to Holscher Road (approximately 2,640 sq. yds)	1	lump sum	\$ 7,759.94	\$ 7,759.94	\$ 5,544.00	\$ 5,544.00

Line Items	2019 Budget	Actual										
		Water Main and Street Construction					Street Maint.	Net Total	Eng	Cont	Gross Total	Diff
Base Bid 1	Alternate 1	Alternate 2	Alternate 3	Supplemental	Base Bid 2							
Street Maintenance - Annual	300,000						155,919	155,919	10,000	6,000	171,919	(128,081)
Street Maintenance - Resurface	150,000							0	(150,000)			
Streets - Reconstruction	955,000	1,157,203				8,600	1,165,803	150,000	60,000	1,375,803	420,803	
Pedestrian	80,000	66,821					66,821			66,821	(13,179)	
Total	1,485,000	1,157,203	0	0	66,821	8,600	155,919	1,388,543	160,000	66,000	1,614,543	129,543

Additional Funds for the Project	Capital	64,772
	Water	64,772



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, March 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action on Resolution 2019-08: a resolution ratifying and approving a purchase agreement for property located at 3234 County Highway AB, McFarland, WI.

PREVIOUS ACTION:

The Village Board took action to initiate the original offer to purchase at its meeting on February 25, 2019 and took action again to issue a counter offer at its meeting on March 18, 2019.

ISSUE SUMMARY:

The Village is looking to acquire the property at 3234 County Highway AB in order to develop a large Community Park in the future. The property is presently located in the Town of Cottage Grove on the east side of County Highway AB immediately south of Siggelkow Road. The property is contiguous to the Village along County Highway AB as the Freeway Manor Subdivision was annexed into the Village in 2017. A final resolution is needed to acquire property and solidify the terms so the conditions can be carried out leading up to closing within the next 6 months. The Offer to Purchase was originally issued by the Village on February 26th and after some counter offers accepted on March 21, 2019. Outside of the standard offer to purchase language, Addendum A lists the details for acquisition including the conditions placed on the offer. The purchase price enclosed and approval of this agreement are in line with the approval granted by the Village Board on February 25th and March 18th. Once acquired, the Village can study its future use as a large scale Community Park to support multiple uses and activities.

FINANCIAL/BUDGET IMPACT:

The funding to purchase property has been in both the 2018 and 2019 Budgets. In 2018, there was \$700,000 of borrowed money set aside for this purpose. No opportunities developed during that time period and the money was reallocated towards a different project last year. The 2019 Budget allocated \$2.5 million for this purpose looking to acquire at least 20 acres to potentially develop as a Community Park in the future. The property in question came on the market in December of 2018 and the Village has been evaluating the property for this purpose ever since. The total cost of \$850,000 is well under the total budget amount and the size of the property at 36 acres is well over the desired land area for future park development.



VILLAGE PLAN REFERENCE:

Parks and Open Space Plan - This document calls for this type of park development but there have been limited opportunities to do so. This plan will be used as a guide but also a future master plan will dive into the more details on how this land could be more specifically developed.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The resolution is recommended for approval in order to proceed with the acquisition of the property.

ATTACHMENTS:

1. 2019-08 Ratification of 3234 County Highway AB Purchase Agreement
2. 2019-08 Resolution - Exhibit A
3. 3234 CTH AB - Aerial Photo

RESOLUTION 2019-08

A RESOLUTION RATIFYING AND APPROVING A PURCHASE AGREEMENT FOR PROPERTY LOCATED AT 3234 COUNTY HIGHWAY AB, MCFARLAND, WI.

WHEREAS, the Village Board previously authorized the Village Administrator to negotiate a purchase agreement for the acquisition of property located at and adjacent to 3234 County Highway AB located contiguous to the Village in the Town of Cottage Grove;

WHEREAS, the Village Administrator and the property owners have reached a tentative agreement on the terms of the proposed transaction as reflected in the purchase agreement attached hereto as Exhibit A; and

WHEREAS, the Village Board finds the terms of the proposed agreement to be fair and reasonable and has determined that the purchase of the property on said terms for redevelopment will promote the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is ratified and approved, and the Village Administrator is authorized to take such actions as may be necessary to carry out the agreement, including the authority to execute notices and waivers as may be appropriate in completing the transaction contemplated thereby.

Adopted at a regular meeting of the Village Board this 25th day of March, 2019.

Brad Czebotar, Village President

Attest: _____
Cassandra Suettinger, Clerk/Treasurer

RESOLUTION 2019 -08	
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:	

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ February 27, 2019 ~~[DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)~~
3 **GENERAL PROVISIONS** The Buyer, Village of McFarland, a Wisconsin municipal corp.
4 _____, offers to purchase the Property
5 known as [Street Address] 3234 County Highway AB, McFarland, Wisconsin
6 in the Town _____ of Cottage Grove _____, County of Dane _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** Seven Hundred and Fifty Thousand Dollars and No Cents
9 _____ Dollars (\$ 750,000.00).
10 ■ **EARNEST MONEY** of \$ N/A _____ accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within N/A _____ days of acceptance to listing broker or
12 _____.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none other.
16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** any movable personal property of seller or tenants.
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: AT-35 Agricultural Transition
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before March 11, 2019 _____. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Jeff Jansen, Altus Commercial Real Estate
41 Buyer's recipient for delivery (optional): Matt Schuenke, 5915 Milwaukee St., McFarland, WI 53558
42 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (608 _____) 838-3619
44 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 6527 Normandy Lane, Madison, WI 53719
50 Delivery address for Buyer: 5915 Milwaukee Street, McFarland, WI 53558
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): Jeff.Jansen@altuscre.com
56 E-Mail address for Buyer (optional): Matt.Schuenke@mcfarland.wi.us
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and to be provided to Buyer as provided in Addendum A.

68
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 6, 2019

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and none other.

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

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

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

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

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

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

84 ☐
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are as provided in Addendum A.

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within ten (10) days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

199 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

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

205 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
206 526-534 or in an addendum attached per line 525.

207 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
208 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
209 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
210 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
211 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
212 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
213 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
214 unacceptability.

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- 245 **DEFINITIONS CONTINUED FROM PAGE 3**
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____

316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~
327 ~~ALL THAT APPLY~~; ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE~~; ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ ~~CHECK ALL THAT APPLY~~, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
 369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

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

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

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

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

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

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

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 ~~(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~
420 ~~provided herein),~~ free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other, subject in all cases to Buyer's review and approval as provided in
424 Addendum A.

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

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 20 _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 15 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A.

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

468 If Buyer defaults, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 471 actual damages.

472 If Seller defaults, Buyer may:

473 (1) sue for specific performance; or
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____
 507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
 511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 512 **well as any follow-up inspection(s).**

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

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

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

525 ☒ **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [Licensee and Firm] _____

536 _____ on _____

537 (x) Matthew G. Schwenke 2/26/2019

538 Buyer's Signature ▲ Print Name Here ► Matthew G. Schwenke Date ▲
Village Administrator

539 (x) _____

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

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

542 _____ Broker (by) _____

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

546 (x) _____

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

548 (x) _____

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

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

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

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

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
 515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

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

525 ☒ **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [Licensee and Firm] _____
 536 _____ on _____

537 (x) _____
 538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

542 _____ Broker (by) _____
 543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
 547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] Jeff Jansen / Altus Commercial
 551 Real Estate, Inc. on 2/26/19 at 5:20 a.m./p.m.

552 This Offer is rejected This Offer is countered [See attached counter] TPW 3/1/19
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO OFFER TO PURCHASE
3234 County Highway AB
McFarland, WI**

Dated February 27, 2019

Seller: Walz Farm, LLC
Koop Farm, LLC
Buyer: Village of McFarland

The following terms and conditions are incorporated into the Offer to Purchase dated February 27, 2019 between the Village of McFarland as Buyer and Walz Farm, LLC and Koop Farm, LLC as Sellers for the property located at 3234 County Highway AB, in the Town of Cottage Grove, Wisconsin. In the event any of the terms and conditions contained in this Addendum conflict with any provision contained in the preprinted form offer (the "Offer"), the terms of this Addendum shall control. The Offer and this Addendum shall be referred to herein collectively as this "Agreement."

1. **Description of Property.** The property included in this Agreement (hereinafter the "Property") consists of approximately 35.78 acres of land designated as tax parcel no. 018/0711-313-8050-9, along with all interests appurtenant thereto.
2. **Property Condition Report.** Seller shall provide Buyer with a completed and signed Real Estate Condition Report(s) covering the entire Property within five (5) days of acceptance by Seller. Buyer shall have 5 business days after receipt of a completed report to terminate this Offer if the report discloses any defect or potential defect not acceptable to Buyer in its sole discretion.
3. **Environmental Inspection Contingency.** This Agreement is contingent upon Buyer's review and approval of the environmental status of the Property, in its sole discretion, following review of the report(s) of a Phase I Environmental Site Assessment (ESA) and any Phase II ESA Buyer may wish to obtain as provided in this section.

Buyer shall have 30 days from the effective date of this Agreement to complete a Phase I ESA. Buyer may terminate this Agreement within such 30-day period if the results of the Phase I ESA indicate the potential for environmental contamination and warrants further testing. Seller shall provide Buyer, its consultants and engineers, with access to the Property at all reasonable times, and shall fully cooperate in providing information relating to the Property, to allow for completion of the Phase I ESA and any subsequent testing or sampling determined reasonable and appropriate by Buyer.

If, within such 30-day period, Buyer shall notify Seller of Buyer's intent to conduct further testing, Buyer have an additional sixty (60) days to complete its evaluation and determine whether the environmental status of the Property is acceptable to Buyer, and the time set for closing shall be extended as necessary to allow such completion and evaluation thereof by Buyer. Buyer may, within such sixty (60) day period, terminate this Agreement if its testing discloses any hazardous chemical, waste or other material on the Property deemed unacceptable to Buyer. Seller authorizes Buyer to conduct any tests or sampling of soils, groundwater or other components of,

on or under the Property, provided, however, that if this transaction does not close for any reason, Buyer shall remove all sampling wells or other equipment and restore all damage caused to the Property by such testing or sampling to the condition it was in immediately prior to such testing or sampling to the extent practicable.

4. **Soil Borings.** Buyer's obligation to conclude this transaction shall be contingent upon Buyer obtaining results satisfactory to Buyer of soil borings demonstrating that the subsoil conditions on the Property are suitable for Buyer's proposed construction of one or more buildings. Said soil borings shall be obtained by Buyer, or a contractor retained by Buyer, at Buyer's sole expense. Buyer shall be provided access to the property at all reasonable times after the execution of this Agreement for said purpose. In the event this transaction fails to close for any reason other than a breach of this agreement by Seller, Buyer shall return the property, to the extent practicable, to the condition it was in prior to commencement of the work by Buyer. This contingency shall be deemed satisfied unless, within thirty (30) days from acceptance, Buyer notifies Seller of its election to terminate this Agreement.
5. **Access Contingency.** Buyer's obligation to conclude this transaction shall be contingent upon Buyer's determination to its satisfaction that it will be able to obtain the necessary permits to construct driveway accesses to the Property from County Highway AB and from Siggelkow Road. Buyer shall have sixty (60) days from acceptance to waive this contingency, or this Agreement shall be null and void.
6. **Access Prior to Closing.** Notwithstanding anything else stated in this Agreement, Buyer, its consultants, architects, engineers, surveyors, contractors and agents, shall have access to the Property at all reasonable times for any inspection or testing permitted under the Agreement. Buyer shall assure that none of Buyer's activities on the Property result in the imposition of any lien against the Property and shall cause any such lien to be promptly released. Buyer, its agents and contractors shall use reasonable efforts to avoid damage to growing crops, but shall have no liability for any damage caused despite such efforts and Seller shall hold the Buyer harmless therefor.
7. **Governing Body Approval.** The Buyer's obligations under this Agreement are contingent upon approval by the governing body of the Buyer of the purchase on the terms and conditions contained herein. If such approval is not received on or before March 12, 2019, this Agreement shall be null and void, and neither party shall have any further obligations hereunder.
8. **Voluntary Sale.** Seller acknowledges that this is a voluntary sale not made under a threat of condemnation. Sellers acknowledge that portions of the Property have been publicly advertised for sale prior to any negotiations with Buyer. Nothing in this Agreement shall be construed to render applicable any of the provisions set forth in Chapter 32, Wis. Stats.
9. **Current Use of Property.** The parties acknowledge that the Buyer is obligated to make a determination as to whether or not relocation benefits must be paid pursuant to §32.19 *et seq.*, Wis. Stats. and that the decision by Buyer to entered into this Agreement is made in reliance upon the representations of Seller as to the past and intended future use of the Property. Seller expressly warrants and represents that:

- a. Seller is voluntarily selling the Property and has not received, and does not expect to receive, a jurisdictional offer from the Buyer.
- b. All tenants with the right to occupy the Property are month-to-month tenants, except that the lease for the tillable land on the Property is year to year and will expire on or before December 31, 2019. Seller shall, not later than ten (10) days after acceptance of this Agreement notify each tenant of the Property, in writing, that if the transaction contemplated by this Agreement closes, then following the acquisition of title by Buyer, all tenants will be permitted to continue their tenancy for not less than the longest of: (1) the remainder of their lease terms, (2) ½ the length of their lease or (3) 180 days after the date of closing. Seller shall provide copies of such notices to Buyer at the time provided to the tenants.
- c. No prior tenancies in the Property have been involuntarily terminated or nonrenewed by Seller in anticipation of acquisition of the Property by Buyer.
- d. Seller will not, prior to the time of closing, enter into any new oral or written leases affecting the Property with any person or entity which may qualify as a displaced person as defined in ch. Adm.92, Wis. Admin. Code if required to move from the Property, or remove any personal property from the Property by Buyer on or after the date of closing, unless such leases are approved by Buyer.

10. Warranties Survive Closing. Seller acknowledges that Buyer has reasonably relied upon the warranties, representations and covenants of Seller contained in section 8 and has determined, based upon said representations that a relocation plan pursuant to §32.25, *Wis. Stats.* need not be prepared, filed or approved prior to the negotiation for, or the acquisition of, the Property. In the event any of the foregoing representations or warranties is inaccurate and, as a result of such inaccuracy, the Buyer is subject to forfeitures or other expenses, Seller shall indemnify and hold harmless Buyer of and from all such forfeitures or additional expenses. The foregoing warranties, representations and indemnification obligation shall survive the termination of this Agreement or the closing of this transaction.

11. Rental Provisions. Seller shall provide Buyer with complete copies of all leases affecting the Property, or which will affect the Property at the time of closing, and shall, within five (5) business days after acceptance, provide to Buyer the most recent rent roll for the Property. Seller shall also provide Buyer within said 5-day period a written summary of the material terms of all oral leases. Buyer shall have ten (10) business days thereafter to review such information and may terminate this Agreement within such 10-day period if it disapproves of the contents of any of such documents or lease terms in its sole discretion. If this Agreement is not terminated, Seller shall, at the closing, assign all leases affecting the Property to Buyer, transfer all security deposits held in connection therewith to the Buyer, provide Buyer with copies of all check-in sheets tenant payment records, tenant correspondence and any other tenant records in the possession of Seller. Rent paid for the month of closing shall be prorated to the day prior to closing at the closing. Seller shall provide Buyer promptly with notice of any change in status of any tenant, including terminations, abandonment, material breaches of leases or any rental delinquency exceeding 15 days occurring between the date of acceptance and closing. In the event any eviction action is pending on the date of closing, Seller shall complete such action at its expense. In the event any leased premises within the Property become vacant prior to closing, Seller shall not relet the leased premises to any other party,

whether or not the failure to do so limits Seller's right to recover for unpaid rents. Between the date of acceptance and the closing, Seller shall not terminate any tenancy other than for failure to pay rent or other material breach of the rental agreement. Seller may agree to terminate any lease voluntarily if such request is initiated by the tenant without liability to the Buyer therefor.

- 12. Closing.** The closing shall occur at the Dane County, Wisconsin office of First American Title Insurance Company, or at such other place as may be agreed to by the parties in writing.
- 13. Condition of Title.** Seller shall provide a title commitment as provided in the Offer, along with copies of all easements, restrictions, liens and other encumbrance documents excepted from the coverage proposed by such commitment. Buyer shall have five (5) business days after receipt of a title commitment and all encumbrance documents to review and approve such encumbrances. Unless Buyer shall notify Seller of an objection to such encumbrances within such five (5) day period, this contingency shall be deemed satisfied. If Buyer objects to any such encumbrances, Seller shall have fifteen (15) days to remove such encumbrances and the time set for closing shall be extended if necessary to allow for such fifteen (15) day cure period. In the event Seller is unable to remove such encumbrances, Buyer shall have the option to accept title subject to such encumbrances or terminate this Agreement.
- 14. Owner's Affidavit.** At closing, Seller shall execute an Owner's Affidavit in sufficient form to cause the title insurance company to remove any standard title exceptions for leases other than those disclosed pursuant to par. (10) above, contractors' or materialmen's liens, claims of parties in possession, and other unrecorded interests affecting the Property.
- 15. Digital Signatures.** Buyer and Seller agree that signatures on a copy of this Agreement or on subsequent offers or other documents relating to this transaction delivered by facsimile shall be binding and shall be deemed valid as original signatures. Buyer and Seller further agree that digital reproductions of original signatures on this Agreement or on subsequent offers or other documents relating to this transaction delivered by electronic mail shall be binding and deemed valid as original signatures. Delivery by electronic mail shall be complete upon receipt by the recipient.
- 16. Brokerage Commissions.** Buyer represents that it is not represented by a real estate broker in connection with this transaction. Seller shall be responsible for any fees or other compensation due to any broker retained by Seller.
- 17. Contracts Affecting the Property.** Within five (5) business days after acceptance, Seller shall provide Buyer with copies of all contracts for services or governmental programs relating to the Property that extend beyond the closing date. Buyer shall have fifteen (15) days thereafter to review and approve such contracts. If Buyer does not approve of any contract it may terminate this Agreement by written notice to Seller not later than five (5) days after the expiration of said 15-day review period. If Buyer does not terminate this Agreement, it shall accept an assignment of such contracts at closing and assume responsibility for performance thereunder from the date of closing. Seller shall assure that all payments due under said contracts are current as of the

date of closing, and the charges under such contracts for the month of closing shall be prorated as of the day before the closing. In the event any such contracts are billed in arrears and the amount due as of the date of closing is not known, Seller shall escrow at closing an amount from the purchase price equal to 125% the of the most recent invoice from that vendor. Upon receipt of invoices covering all services by such vendor to the date of closing, the escrow agent shall pay Seller's share of such charges and refund the balance of the escrowed funds to Seller. If the amount held in escrow is insufficient to pay all of Seller's obligations for services rendered to the date of closing, Seller shall promptly pay the shortfall to the Buyer. In the event of any claim made by any vendor under such contracts arising from events occurring before the closing, Seller shall be solely responsible for resolving such claims and shall indemnify and hold harmless the Buyer from all costs and expenses, including reasonable attorney fees, incurred in defending such action. Seller's obligations under this paragraph shall survive the closing.

BUYER:

VILLAGE OF MCFARLAND

By: 
Matt Schuenke, Village Administrator

SELLER:

WALZ FARM, LLC

By: _____

KOOP FARM, LLC

By: _____

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 02/27/2019 and signed by Buyer Village of McFarland A Wi municipal corp.
2 for purchase of real estate at 3234 County Highway AB

3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 1) The price shall be \$875,000

8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before March 5, 2019 4pm

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Jeff Jansen / Altus Commercial Real Estate, Inc on 03/01/2019.

37 _____ Licensee and Firm ▲ _____ Date ▲

38 (x) Thomas P. Walz, Authorized Agent 03/01/2019 4:22 PM EST

39 Signature of Party Making Counter-Offer ▲ _____ Date ▲
40 Print name ► _____

(x) _____
Signature of Party Accepting Counter-Offer ▲ _____ Date ▲
Print name ► _____

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ _____ Date ▲
43 Print name ► _____

(x) _____
Signature of Party Accepting Counter-Offer ▲ _____ Date ▲
Print name ► _____

44 This Counter-Offer was presented by _____ on _____.
45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) cg2 (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 2/27/2019 and signed by Buyer Village of McFarland
2 for purchase of real estate at 3234 County Highway AB, McFarland, WI

3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

8 1. Purchase price shall be \$812,500.00.

9 2. Paragraph 7 of Addendum A is amended to change the approval date from March 12, 2019 to March 26, 2019.

28 The attached N/A is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before March 21, 2019

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by _____ on _____
37 _____ Licensee and Firm ▲ Date ▲

38 (x) Matthew Schuenke 3/19/2019
39 Signature of Party Making Counter-Offer ▲ Date ▲
40 Print name ▶ Matthew Schuenke

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ _____

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲
43 Print name ▶ _____

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ _____

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Approved by Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 02/27/2019 and signed by Buyer Village of McFarland
2 for purchase of real estate at 3234 County Highway AB

3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless Incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 1. Purchase price shall be \$850,000

8 2. Paragraph 7 of Addendum A is amended to change the approval date from March 12th, 2019
9 to March 26, 2019.

10 3. The Buyer will cooperate in facilitating a sec. 1031 tax deferred exchange and Seller
11 will make all necessary arrangements and pay all costs associated therewith.

12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before March 22, 2019 2 pm

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Jeff Jansen / Altus Commercial Real Estate, Inc on 03/20/2019.

37 _____ Licensee and Firm ▲ _____ Date ▲

38 (x) Thomas P. Walz 3/20/19 (x) Matthew G. Schwenke 3/20/2019
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

40 Print name ▶ THOMAS P. WALZ Print name ▶ Matthew G. Schwenke
Authorized Agent Village Administrator

41 (x) _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

43 Print name ▶ _____ Print name ▶ _____

44 This Counter-Offer was presented by JEFF JANSEN ALTUS CRE VIA EMAIL on 3-20-19
45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Freeway Manor
Subdivision
(Village of
McFarland)

Siggelkow Road

Property Subject of
Acquisition

County Highway AB

Current Village
Boundary