

Monday, June 10, 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
 - b. Public Communications
 - 1) Village Update to the McFarland Chamber of Commerce, Wednesday, June 12, 2019 at 8:30 am.
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the May 28, 2019 Village Board meeting.
 - b. Motion to approve pre-paid checks #74558-74568 in the amount of \$14,636.99 and current checks #74569-74641 in the amount of \$119,198.84.
 - c. Motion to approve the new and renewal alcohol beverage operator's license for the period ending June 30, 2020.
 - d. Motion to approve appointing Eric Green to serve on the Plan Commission for a term ending April 30, 2020.
 - e. Motion to approve appointing Gerald Mullen to serve on the Police & Fire Commission for a term ending April 30, 2024.
 - f. Motion to approve appointing Scott J Peters to serve on the Community Development Authority for a term ending April 30, 2023.
 - g. Motion to approve appointing Jennifer Tryzna to serve on the Volunteer Committee for a term ending April 30, 2020.
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. Discussion and action to authorize the Village President to sign a letter of support for the development of a motion picture to be filmed at the Madison Curling Club.
- b. Community Development Authority (Trustees Brassington & Kolk)
 - 1) Discussion and action regarding the application for Tax Increment Financing from Lakestone Properties in order to redevelop the property at 4719 Farwell Street as a mixed use residential and commercial facility (Phase 1).
 - 2) Discussion and action regarding Resolution 2019-12: a resolution to make application to the Wisconsin Economic Development Corporation (WEDC) for their Community Development Investment Grant Program for the redevelopment project at 4719 Farwell Street.
- c. Personnel Committee (President Czebotar & Trustee Utter)
 - 1) Discussion and action to make a recommendation to the Village Board regarding revisions to Chapter 29 on Harassment within the Personnel Policy Manual.
- d. 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
MCFARLAND MUNICIPAL COURT
June, 2019

Monthly Court Docket

May 14, 2019 – Court Docket – Initial Appearances

76 cases scheduled for Initial appearances (98 citations)

12 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance

16 Paid prior to Appearance

11 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for May 28, 2019

30 Default appearances – Scheduled for July 9, 2019, 2019 Indigency Hearing

6 Rescheduled Court date to May 28, 2019

May 14, 2019 - Juvenile Court – Initial Appearances

4 case scheduled for Initial appearances (6 citations)

1 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance

0 Paid prior to Appearance

2 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for May 28, 2019

1 Default appearances – Scheduled for July 9, 2019 Indigency Hearing

0 Rescheduled Court date to May 28, 2019

0 Review - Monthly progress review

May 21, 2019 - Truancy Court – Initial Appearances

11 cases scheduled for Initial appearances (12 citations)

11 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance

0 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for June 11, 2019

0 Default appearances – Scheduled for July 23, 2019 Indigency Hearing

0 Rescheduled Court date to September 17, 2019

1 Review - Monthly progress review

May 28, 2019 – Court Docket – Initial Appearances

53 cases scheduled for Initial appearances (68 citations)

10 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance

11 Paid prior to Appearance

4 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for June 11, 2019

27 Default appearances – Scheduled for July 23, 2019 Indigency Hearing

1 Rescheduled Court date to June 11, 2019

May 28, 2019 - Juvenile Court – Initial Appearances

6 case scheduled for Initial appearances (9 citations)

2 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance

0 Paid prior to Appearance

0 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for June 11, 2019

4 Default appearances – Scheduled for July 23, 2019 Indigency Hearing

0 Rescheduled Court date to June 11, 2019

0 Review - Monthly progress review

Court Activities

Monthly Financial Report

The Municipal Court received 117 payments for the month of May, 2019. Total revenue received by the Court was \$16,029.16. The Municipality retained \$10,470.48 in Court revenue, \$1,284.33 was sent to Dane County and \$4,242.35 was sent to the State.

There were 34 credit card transactions for the month of May. The Court received a total of \$ 4,396.90 in payments from GPS on-line credit card payments.

As of May, 2019, the Municipal Court has received a total of \$3,115.14 in delinquent fines from the Department of Revenue Tax Intercept Program.

As of May, 2019, the Municipal Court has received a total of \$ \$29,527.37 in delinquent fines from the State Debt Collection.

Year to date, \$96,309.87, in forfeitures have been ordered from 617 citations adjudicated in the Municipal Court. Of that, \$13,206.00 has been converted to classroom education and/or community service hours for juveniles, \$71,837.83 has been collected for 2019 and prior forfeitures.

MCFARLAND POLICE DEPARTMENT



May 2019 Monthly Report

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MAY 2019 MONTHLY REPORT

As observed on the attached Call Summary Report, the McFarland Police Department logged 772 cases in May. This is compared to 552 cases for the same time period in 2018 and represents an approximate 40% increase from the same month in 2018. Some of the most notable call types that experienced increases were 911 calls, traffic accidents, assist citizen calls, parking related calls, safety hazard, traffic complaints and traffic stops. The increase in traffic stops could be attributable to our current participation in State-funded traffic grants. Cases of interest for the month were: 3 intoxicated drivers, 4 domestic disturbances, 4 disturbances, 8 juvenile complaints, 16 traffic accidents, 52 EMS/Fire assists, and responded to 6 alarms. Officers also logged 262 traffic incidents during this month.

Staffing Report

- During the month of May, we operated at a condition of two officers short of our approved sworn strength. The first was the officer with the shoulder injury that has been on leave for some time, the second was another shoulder injury sustained by an officer while assisting EMS patient movement. This second one is anticipated to be relatively short in duration.

Budget Report

- Our situation with now two injured officers continues to put us over budget as compared to where we should be in terms of overtime expenditures. We will continue to monitor this as the year progresses.

Other Information

- We now have four Village residents participating in our Care Trak Program. Two of the four are elderly residents, while the other two are younger individuals suffering from cognitive disorders that cause them to wander. We have yet had an actual search and rescue deployment. Officer Schroeckenthaler is currently planning a refresher training session for those trained to operate the equipment.
- Our Tip411 Program will officially go live at the beginning of June.
- The Annual Bike Rodeo was held on Saturday, May 4th. The event was well attended, and bike helmets and seven new bikes were given out as prizes to kids that attended.
- Officers Schroeckenthaler and Zietsma conducted the Annual Stuff the Squad event on Saturday, May 25th. The collected 283 lbs. of food, and donations totaling \$ 706 for the McFarland Community Food Pantry.



Incident Analysis Report

Summary By Incident Type

McFarland Police Department
Official Case Report
Do Not Re-Release

Print Date/Time: 05/05/2019 14:56
Login ID: mcdjs
Incident Type: All
Call Source: All

From Date: 05/01/2019 00:00
To Date: 05/31/2019 23:59

McFarland Police Department
ORI Number: WD137300
Officer ID: All
Location: All

Incident Type	Number of Incidents
911 Abandoned Call	3
911 Call Question	1
911 Call Silent	6
911 Call Unintentional	11
911 Disconnect	8
911 Misdialed Call	1
Accident Hit and Run	3
Accident Private Property	1
Accident Property Damage	9
Accident w/injuries	3
Adult Arrested Person	4
Alarm	6
Animal Bite	1
Animal Found	1
Animal Stray	5
Annoying/Obscene Phone Call	1
Assist Citizen	40
Assist Citizen Lake	1
Assist EMS/Fire	52
Assist K9	6
Assist Police	21
ATL Person	2
Battery	1
Burglary Non-Residential	2
Burglary Residential	1
Check Person	31
Check Property	126
Civil Dispute	3
Conveyance Alcohol (Detox)	1
Damage to Property	3
Disturbance	2
Domestic Disturbance	4
Drug Incident/Investigation	4
Follow-Up	6
Foot Patrol	7
Fraud	4
Information	21
Juvenile Complaint	8

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Incident Analysis Report

Summary By Incident Type

McFarland Police Department
Official Case Report
Do Not Re-Release

Print Date/Time: 06/06/2019 14:56
Login ID: mcsjs
Incident Type: All
Call Source: All

From Date: 05/01/2019 00:00
To Date: 05/31/2019 23:59

McFarland Police Department
ORI Number: W10137300

Officer ID: All
Location: All

Incident Type	Number of Incidents
Medical Examiner	1
Noise Complaint	8
OMV/M Arrest/Intoxicated Driver	3
Parking Complaint On Street	25
Phone	11
PNB/AED Response	1
Problem Solving Person	2
Property Found	4
Property Lost	1
Repo	1
Road Rage	1
Safety Hazard	10
Sexual Assault of a Child	1
Silent Case Number	1
Solicitors Complaint	1
Special Event	3
Stalking Complaint	2
Suspicious Person	5
Suspicious Vehicle	8
Threats Complaint	3
Traffic Complaint/Investigation	37
Traffic Stop	225
Violation of Court Order	3
Weapons Offense	4
Weapons Offense Person w/Gun	1
Total:	772

PUBLIC SAFETY COMMITTEE

EMERGENCY MANAGEMENT REPORT

May / June 2019 Report

Update on outdoor warning siren:

Outdoor warning sirens are being activated and tested the 1st Wednesday of every month. I note that our sirens are working well and appear to be in excellent condition. An update on the call from a resident at 3272 Vilas Rd in the Town of Cottage Grove, as she called me again on Wednesday June 5th informing me that she again heard the outdoor warning siren. She stated that the siren again could be heard both indoors and outdoors, although this time very faint indoors. Again, my response was that she was hearing the siren located at Stork Rd at US 12 & 18

Emergency Management Committee Meeting:

Our last meeting was on May 30th with six members present and the change of Village Trustee now being Clair Utter. The next meeting is scheduled for July 25, 2019 at 2:00 PM.

Storm Activity:

I continue to monitor and have a direct link to both local, for the Madison area, and National Weather Service Broadcasts from Sullivan WI. We have switched gears to monitor spring time thunderstorms.

The conditions and weather alerts are still being posted and submitted to the social media team. If we receive severe weather warnings, Department heads, Public Safety Committee Members, Emergency Management Committee Members, Village Board Members and the Social Media Team shall continue to be supplied with weather warnings and briefings.

Emergency Response Manual Update:

When schedules allow, I am planning on meeting with emergency services department heads to review information and mutual aid type agreements that they have provided, as I plan on incorporating the information in the Emergency Response Manual. I will work with department heads and their teams in a collaborative effort as upon invitation, I wish to attend the departments' specialized training as an observer, therefore we are still working in the realm of emergency management.

Training:

On May 16th I met with our UAS team and reviewed additional study materials for the exam, provided checklists and viewed some videos on our craft. Members rehearsed assembly as well as disassembly of the craft and allowed for more actual flying time.

I am still attending FAA UAS webinars to review the latest information from the FAA regarding the usage of UAS crafts. Legislation is being introduced for emergency services UAS usage on night flight, flying over crowds and flying in certain airspace that prior to the legislation, emergency services as well as business type UAS operators would have to file waivers for.

I am still in contact with the village resident who is involved with operating a storm GPS program and app. He has offered to temporarily download the program onto my computer to allow other emergency services department heads to view the program as schedules have been a problem to get together for an actual demonstration. Again I reiterate that this system is of the latest technology to monitor and draw the path that a storm will take after it is detected miles away and tracked into an area at timely intervals.

Webinars from Emergency Government Technology as well as other affiliations and organizations for Emergency Management programs are attended to assist in my role regarding training and updates, etc.

Community Awareness:

Articles and graphs shall continue to be submitted for inclement weather, to include storm watches and warnings, and other pertinent information and literature for public awareness of our weather and storm related information.

Submitted by: Chuck Di Piazza



McFarland Fire & Rescue Department

5915 Milwaukee Street • PO Box 110 • McFarland, WI 53558-0110
(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

June 2019 Fire & Rescue Department Report For May 2019 Activity

- **General**

- In the recent media, there have been reports of contamination due to firefighting foams with flammable liquids. In McFarland, we have not used the quantities of foam of the locations where the contamination has been found. Our currently purchased foam is improved over foam purchased decades ago. The foam concentrate still contains fluorosurfactants and we have adjusted our operations for the usage of foam. We are unable to locate a foam that is capable of extinguishing or suppressing vapors of polar solvents. Polar solvents are a concern with ethanol fuels that are very common in consumer gasoline. We will no longer utilize concentrate containing fluorosurfactants during training. In the event of an incident that we are required to deploy foam we will be required to contain all the foam and the remediation company will be required to remove the foam with the product. The foam concentrate does have a shelf-life and we do have a limited amount that will expire in the near future. We are researching disposal methods as the concentrate will be required to be thermally destroyed.
- All eleven members completed the Fire Officer I course offered by Madison College. Ten of the members took the course here in McFarland, and one took the course in Fitchburg. We also had one member complete EMT-Basic. EMR/FF Nick Tuma completed Firefighter II certification and is one of the eleven that completed Fire Officer I.
- The Village Attorney completed review of the fire prevention ordinance revision. Unfortunately, we were unable to include the ordinance revision in the June Public Safety Agenda due to many other items taking precedent. Currently, it is planned to be placed on the August agenda as Chief Dennis will not be available to present the ordinance to the Committee in July.

- We have received a revision of the drawings for the new ambulance from Jefferson Fire & Safety. The drawings are nearing finalization. The delivery date has not been set as the chassis is currently on hold due to fuel tank availability to Ford.
 - We made the switch to a single platform of online software for scheduling and supplemental incident notification. We have experienced some concerns, however overall individuals prefer the new platform.
- **Staffing**
 - Current Staffing Levels
 - Fulltime Fire Rescue Chief – 1
 - Fulltime Fire Inspector/Public Education Specialist – 1
 - Fulltime EMTs – 4 (1 vacant)
 - Fulltime Confidential Administrative Assistant - 1
 - Paid-On-Call – 54 (15 EMTs, 16 Firefighters (2 Active Retired), 11 EMR/Firefighter, & 12 EMT/Firefighters)
 - Total Staffing Level – 61
 - We received fourteen applications for the Administrative Captain position. We have panel interviews scheduled for June 11th and 12th. The Police and Fire Commission is scheduled to interview the top candidates from the panel interviews on July 9th.
 - We received resignations from Firefighter Brian Rapp and EMT Sam Siegmann. Both individuals cited increased commitments with work and family was making it too difficult to make the commitments with the Department.
 - **Training Activity**
 - The month of May was fire sprinkler systems and EMT/EMR advanced skills. The advanced skills are minimum competencies required by state licensure and the medical director for EMTs and EMRs. The month was shortened due to the Memorial Day holiday.
 - June will be finishing advanced skills, ambulance safety and our annual boom deployment with the terminal coop.

<u>Inspection/Prevention Activity</u>	<u>Completed</u>	<u>Year to Date Total</u>
Building Inspections	50	257
Fire Code Violations Identified	70	215
Re-Inspections	0	4
Corrections Noted	14	45
Plan Reviews	1	9
Acceptance Inspections/Test	1	12

<u>Public Instruction</u>	<u>Completed</u>	<u>Year to Date Total</u>
CPR Certifications	1	19
First Aid Training	0	0
High School CPR (Hands Only)	0	0
Baby Sitters First Aid	0	0
Public Education Tours	6	7

- **Apparatus & Equipment**

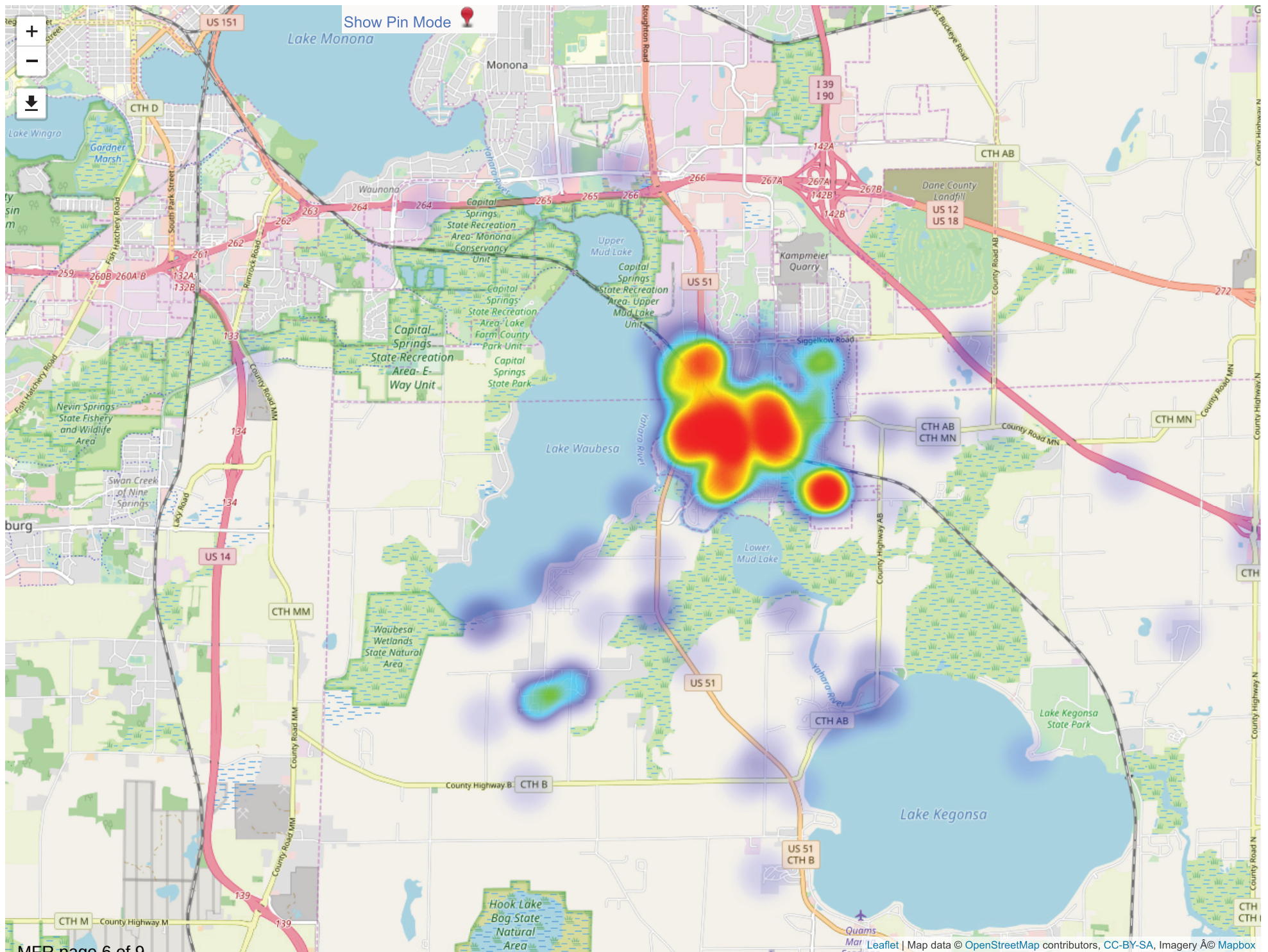
- The 2015 Tanker (Tender 6) had the dump valve repaired as it required manual override to operate. The repair was completed in the station by the Pierce Dealer.
- The 2015 Ambulance (Rescue 84) had the sliding door switch replaced by the Village Mechanic. The new ambulance has been ordered without, due to difficulties with the door maintaining adjustment.
- The 2017 SUV (Car 4/Shared Car) received normal service with no issues.
- The 2018 Engine (Engine 2) received warranty work at the dealer for a coolant leak on the motor and the oil dry hopper not dispensing oil dry efficiently. The dealer rebuilt the hopper to have a larger slope that reduced capacity but allowed a majority of the oil dry to be dispensed. Before majority remained in the hopper.

Ambulance Runs By Dispatch Reason

Incident Complaint Reported By Dispatch	05/01/2019 - 05/31/2019		05/01/2018 - 05/31/2018	
Abdominal Pain/Problems	1	1.45%	3	3.85%
Allergic Reaction/Stings	0	0.00%	0	0.00%
Animal Bite	0	0.00%	0	0.00%
Assault	0	0.00%	0	0.00%
Back Pain (Non-Traumatic)	0	0.00%	0	0.00%
Breathing Problem	4	5.80%	10	12.82%
Burns/Explosion	0	0.00%	0	0.00%
Carbon Monoxide/Hazmat/Inhalation/CBRN	1	1.45%	1	1.28%
Cardiac Arrest/Death	0	0.00%	1	1.28%
Chest Pain (Non-Traumatic)	4	5.80%	3	3.85%
Choking	0	0.00%	1	1.28%
Convulsions/Seizure	2	2.90%	0	0.00%
Diabetic Problem	0	0.00%	3	3.85%
Electrocution/Lightning	0	0.00%	0	0.00%
Eye Problem/Injury	0	0.00%	0	0.00%
Falls	16	23.19%	10	12.82%
Fire	3	4.35%	7	8.97%
Headache	1	1.45%	1	1.28%
Heart Problems/AICD	2	2.90%	0	0.00%
Heat/Cold Exposure	0	0.00%	0	0.00%
Hemorrhage/Laceration	4	5.80%	3	3.85%
Industrial Accident/Inaccessible Incident/Other				
Entrapments (Non-Vehicle)	0	0.00%	0	0.00%
Medical Alarm	0	0.00%	0	0.00%
No Other Appropriate Choice	0	0.00%	0	0.00%
Overdose/Poisoning/Ingestion	0	0.00%	0	0.00%
Pregnancy/Childbirth/Miscarriage	0	0.00%	1	1.28%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	5	7.25%	0	0.00%
Sick Person	10	14.49%	11	14.10%
Stab/Gunshot Wound/Penetrating Trauma	0	0.00%	0	0.00%
Standby	0	0.00%	3	3.85%
Stroke/CVA	2	2.90%	0	0.00%
Traffic/Transportation Incident	5	7.25%	12	15.38%
Transfer/Interfacility/Palliative Care	0	0.00%	0	0.00%
Traumatic Injury	1	1.45%	0	0.00%
Unconscious/Fainting/Near-Fainting	7	10.14%	8	10.26%
Unknown Problem/Person Down	1	1.45%	0	0.00%
Total	69		78	

Ambulance Runs By Dispatch Reason

Incident Complaint Reported By Dispatch	01/01/2019 - 05/31/2019		01/01/2018 - 05/31/2018	
Abdominal Pain/Problems	7	2.10%	6	1.66%
Allergic Reaction/Stings	0	0.00%	4	1.10%
Animal Bite	0	0.00%	0	0.00%
Assault	2	0.60%	0	0.00%
Back Pain (Non-Traumatic)	2	0.60%	3	0.83%
Breathing Problem	25	7.49%	27	7.46%
Burns/Explosion	0	0.00%	0	0.00%
Carbon Monoxide/Hazmat/Inhalation/CBRN	3	0.90%	4	1.10%
Cardiac Arrest/Death	2	0.60%	4	1.10%
Chest Pain (Non-Traumatic)	26	7.78%	9	2.49%
Choking	5	1.50%	4	1.10%
Convulsions/Seizure	5	1.50%	9	2.49%
Diabetic Problem	7	2.10%	8	2.21%
Electrocution/Lightning	0	0.00%	0	0.00%
Eye Problem/Injury	0	0.00%	0	0.00%
Falls	67	20.06%	63	17.40%
Fire	15	4.49%	26	7.18%
Headache	1	0.30%	1	0.28%
Heart Problems/AICD	7	2.10%	10	2.76%
Heat/Cold Exposure	1	0.30%	0	0.00%
Hemorrhage/Laceration	11	3.29%	9	2.49%
Industrial Accident/Inaccessible Incident/Other				
Entrapments (Non-Vehicle)	0	0.00%	0	0.00%
Medical Alarm	0	0.00%	0	0.00%
No Other Appropriate Choice	1	0.30%	2	0.55%
Overdose/Poisoning/Ingestion	9	2.69%	4	1.10%
Pregnancy/Childbirth/Miscarriage	0	0.00%	1	0.28%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	8	2.40%	3	0.83%
Sick Person	47	14.07%	51	14.09%
Stab/Gunshot Wound/Penetrating Trauma	0	0.00%	0	0.00%
Standby	0	0.00%	7	1.93%
Stroke/CVA	8	2.40%	6	1.66%
Traffic/Transportation Incident	26	7.78%	57	15.75%
Transfer/Interfacility/Palliative Care	1	0.30%	0	0.00%
Traumatic Injury	10	2.99%	0	0.00%
Unconscious/Fainting/Near-Fainting	37	11.08%	42	11.60%
Unknown Problem/Person Down	1	0.30%	2	0.55%
Total	334		362	



Village Of McFarland Fire EMS
Fire Incident Type Period Comparisons
Alarm Date Between {05/01/2019} and {05/31/2019}

Incident Type	05/01/2019 to 05/31/2019	05/01/2018 to 05/31/2018	05/01/2017 to 05/31/2017	05/01/2016 to 05/31/2016
111 Building fire	1	0	0	0
113 Cooking fire, confined to container	1	0	0	0
131 Passenger vehicle fire	0	0	1	1
132 Road freight or transport vehicle fire	0	0	0	1
142 Brush or brush-and-grass mixture fire	0	0	0	1
154 Dumpster or other outside trash receptacle fire	0	0	1	0
162 Outside equipment fire	1	0	0	0
300 Rescue, EMS incident, other	0	0	0	1
311 Medical assist, assist EMS crew	9	12	9	13
322 Motor vehicle accident with injuries	1	1	0	2
324 Motor Vehicle Accident with no injuries	1	1	0	0
331 Lock-in (if lock out , use 511)	0	0	1	0
411 Gasoline or other flammable liquid spill	1	2	1	0
412 Gas leak (natural gas or LPG)	0	0	1	1
420 Toxic condition, Other	0	1	0	0
424 Carbon monoxide incident	0	0	1	0
442 Overheated motor	0	1	0	0
444 Power line down	0	1	0	0
445 Arcing, shorted electrical equipment	0	1	1	0
463 Vehicle accident, general cleanup	0	0	2	1
500 Service Call, other	0	1	0	1
511 Lock-out	0	0	0	1
531 Smoke or odor removal	0	0	1	0
551 Assist police or other governmental agency	1	0	0	0
553 Public service	1	0	0	1
600 Good intent call, Other	0	1	1	0
611 Dispatched & cancelled en route	5	5	2	2
621 Wrong location	1	0	0	0
631 Authorized controlled burning	1	0	0	0
651 Smoke scare, odor of smoke	1	1	0	0
700 False alarm or false call, Other	0	0	0	1
713 Telephone, malicious false alarm	1	0	0	0
714 Central station, malicious false alarm	0	1	0	0
731 Sprinkler activation due to malfunction	1	0	0	0
733 Smoke detector activation due to malfunction	0	1	0	2
735 Alarm system sounded due to malfunction	0	0	1	0
736 CO detector activation due to malfunction	2	0	3	0
743 Smoke detector activation, no fire - unintentional	1	1	0	1
745 Alarm system activation, no fire - unintentional	1	3	2	1
746 Carbon monoxide detector activation, no CO	3	0	0	0
Totals	34	34	28	31

Village Of McFarland Fire EMS

Fire Incident Type Period Comparisons

Alarm Date Between {01/01/2019} and {05/31/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to 05/31/2019	to 05/31/2018	to 05/31/2017	to 05/31/2016
111 Building fire	10	8	5	6
113 Cooking fire, confined to container	2	1	2	1
115 Incinerator overload or malfunction, fire confined	1	0	0	0
116 Fuel burner/boiler malfunction, fire confined	0	0	0	1
118 Trash or rubbish fire, contained	0	0	1	0
130 Mobile property (vehicle) fire, Other	0	0	0	1
131 Passenger vehicle fire	0	1	1	1
132 Road freight or transport vehicle fire	0	0	0	1
140 Natural vegetation fire, Other	0	1	0	0
142 Brush or brush-and-grass mixture fire	0	0	1	2
150 Outside rubbish fire, Other	0	1	0	0
151 Outside rubbish, trash or waste fire	1	0	0	0
154 Dumpster or other outside trash receptacle fire	1	0	1	0
160 Special outside fire, Other	0	1	0	0
162 Outside equipment fire	1	0	0	0
171 Cultivated grain or crop fire	0	1	0	1
223 Air or gas rupture of pressure or process vessel	1	0	0	0
251 Excessive heat, scorch burns with no ignition	0	0	1	0
300 Rescue, EMS incident, other	0	0	0	1
311 Medical assist, assist EMS crew	52	44	52	44
322 Motor vehicle accident with injuries	10	10	5	7
324 Motor Vehicle Accident with no injuries	1	6	2	1
331 Lock-in (if lock out , use 511)	0	0	2	0
341 Search for person on land	1	0	0	0
350 Extrication, rescue, Other	0	0	1	0
351 Extrication of victim(s) from building/structure	1	0	0	0
352 Extrication of victim(s) from vehicle	1	0	1	0
353 Removal of victim(s) from stalled elevator	0	1	1	0
361 Swimming/recreational water areas rescue	1	0	0	0
363 Swift water rescue	1	0	0	0
365 Watercraft rescue	1	0	0	1
381 Rescue or EMS standby	0	0	1	0
411 Gasoline or other flammable liquid spill	2	3	2	0
412 Gas leak (natural gas or LPG)	2	2	3	2
413 Oil or other combustible liquid spill	1	0	0	0
420 Toxic condition, Other	0	1	0	0
424 Carbon monoxide incident	1	1	3	3
442 Overheated motor	0	1	0	0
443 Breakdown of light ballast	0	0	0	1
444 Power line down	0	1	0	0
445 Arcing, shorted electrical equipment	0	1	2	0
451 Biological hazard, confirmed or suspected	0	0	1	0
463 Vehicle accident, general cleanup	2	0	2	1
500 Service Call, other	0	1	0	3
510 Person in distress, Other	0	0	1	0

06/05/2019 12:37

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Page 1

Village Of McFarland Fire EMS
Fire Incident Type Period Comparisons
Alarm Date Between {01/01/2019} and {05/31/2019}

Incident Type	01/01/2019 to 05/31/2019	01/01/2018 to 05/31/2018	01/01/2017 to 05/31/2017	01/01/2016 to 05/31/2016
521 Water evacuation	1	0	0	0
522 Water or steam leak	2	1	2	0
531 Smoke or odor removal	0	1	1	0
542 Animal rescue	0	0	1	0
551 Assist police or other governmental agency	1	0	1	0
553 Public service	2	0	0	1
561 Unauthorized burning	0	2	0	0
571 Cover assignment, standby, moveup	5	1	0	0
600 Good intent call, Other	0	1	2	1
611 Dispatched & cancelled en route	22	22	22	17
621 Wrong location	1	0	0	0
622 No Incident found on arrival at dispatch address	3	0	1	1
631 Authorized controlled burning	3	4	1	2
632 Prescribed fire	0	0	0	1
650 Steam, Other gas mistaken for smoke, Other	0	0	1	0
651 Smoke scare, odor of smoke	4	4	1	0
652 Steam, vapor, fog or dust thought to be smoke	0	0	1	0
661 EMS call, party transported by non-fire agency	0	0	1	0
671 HazMat release investigation w/no HazMat	2	1	1	0
700 False alarm or false call, Other	0	2	0	1
710 Malicious, mischievous false call, Other	0	1	0	1
711 Municipal alarm system, malicious false alarm	1	0	0	0
713 Telephone, malicious false alarm	1	0	0	0
714 Central station, malicious false alarm	1	3	0	1
731 Sprinkler activation due to malfunction	3	1	0	0
733 Smoke detector activation due to malfunction	2	1	0	4
735 Alarm system sounded due to malfunction	2	1	2	0
736 CO detector activation due to malfunction	6	1	4	1
740 Unintentional transmission of alarm, Other	0	3	2	0
741 Sprinkler activation, no fire - unintentional	1	0	0	0
743 Smoke detector activation, no fire - unintentional	2	2	2	1
744 Detector activation, no fire - unintentional	0	1	0	0
745 Alarm system activation, no fire - unintentional	2	4	6	4
746 Carbon monoxide detector activation, no CO	6	3	3	1
900 Special type of incident, Other	0	0	0	1
Totals	<u>167</u>	<u>146</u>	<u>146</u>	<u>117</u>

Community Development Highlights

May 2019

- May was our busiest month yet with 62 permits issued. Seven permits were for construction of new single-family homes. Revenues totaled just under \$32,000.00
- Met with representative of Veridian Homes to discuss a possible future development contemplated by the company.
- Working with a realtor and potential buyer of property on north side of Siggelkow Road informally known as the Bingham property. Site to potentially be developed with residential uses.
- Met with Bob Anderson and Carolyn Simpson regarding their plans to construct a storage building and residential addition. The couple has a “life estate” on the 11+ acres they are selling to Ryan Quam for his Planned Development Mixed use project.
- Met with Brett Riemen and Brian Spanos to discuss their TIF application for the Farwell Street redevelopment. The application will be reviewed by the CDA and Village Board in June.
- Christmas in the Village Committee met to begin the process of planning the 2019 event.
- Attended the Economic Diversity Summit held at Monona Terrace. The event was very well attended.
- Met with Baker Tilly to discuss issues regarding their update to our park impact fees and fees in lieu of parkland dedication.
- The Landmarks Commission met in May and agreed to move forward with recommending to the Village Board the designation of the Commons Threads Family Resource Center, 5979 Siggelkow Road as a local historic structure. This building is already on the National and State Register of Historic places.
- Ryan Quam has revised his General and Detailed Plan for the Terminal Drive site; as a result, the revised plan will need to once again go through the approval processes.

- At the May Plan Commission meeting:
 - Recommended amendments to standards for conditional use permits to align our code with new State Statutes.
 - Recommended to the Village Board adoption of the 2019-2023 Outdoor Recreation and Open Space Plan
 - Discussed possible changes to the sign code
- Attended the following monthly committee, board authority and commission meetings.
 - Village Board
 - Plan Commission
 - Community Development Authority
 - Public Utilities Commission
 - Landmarks Commission

Submitted by:

Pauline Boness

Community Development Director

VILLAGE OF MCFARLAND

Village Board Minutes

Tuesday, May 28, 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 Mary Pat Lytle, Village Trustee Eric Kryzenske, Village Trustee Clair Utter

Village Board members not present: Village Trustee Dan Kolk

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Police Chief Craig Sherven, and Community Development Director Pauline Boness.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) 4th Annual Officer Ryan Copeland Memorial K-9 Outing - June 20, 2019

CORRECTION: The Ryan Copeland Memorial K-9 Outing is July 20, 2019

2) Village wide garage sale - June 7 & 8, 2019

b. Public Communications

Letter from U.S. Dept. of Commerce - Invitation for the Village to participate in the 2020 new construction program.

1) Village Update to the McFarland Chamber of Commerce, Wednesday, June 12, 2019 at 8:30 am.

4. CONSENT AGENDA.

a. Motion to approve the minutes of the May 13, 2019 Village Board meeting.

b. Motion to approve pre-paid checks #74454-74463 in the amount of \$8,058.40 and current checks #74464-74557 in the amount of \$174,041.67.

c. Motion to approve the new and renewal alcohol beverage operator's license for the period ending June 30, 2019.

- d. Motion to approve appointing Jon Michels to serve on the Finance Committee for a term ending April 30, 2020.
- e. Motion to approve reappointing Terry Lawrin to serve on the Public Works Committee for a term ending April 30, 2020.
- f. Motion to approve reappointing Rob Sherman to serve on the Emergency Management Committee for a term ending April 30, 2020.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve the consent agenda as presented with the noted corrections to item 4a. Motion carries 6 - 0 - 0 by acclamation for items 4b through 4f and item 4a passes 5 - 0 - 1 by acclamation with Lytle abstaining.

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.
(None)

6. BUSINESS.

- a. Presentation by the Capital Area Regional Plan Commission regarding the results of their Greater Madison Vision survey.
Steve Steinhoff, representative of CARPC, provided an overview of the Greater Madison Vision Survey. He presented the top 8 takeaways from the survey.
- b. Presentation of the design for the 2019 Storm Drain Mural Program through Dane County.

With no objection the Board moved to item 6e at 7:32 p.m.

The Board returned 6b at 7:51 p.m.

Village Administrator Schuenke provided an overview of the design for the 2019 Storm Drain Mural Program. The Village was presented with two design options for consideration. Administrator Schuenke reported the storm drain at the southwest corner of Arnold Larson Park was the location chosen for the mural.

The Board directed Administrator Schuenke to request the Village's tagline be added to design option #1. Additionally, the Board requested he investigate the cost of adding the second design to another location within the Village.

- c. Parks, Recreation, and Natural Resources (Trustees Kolk & Utter)

- 1) Discussion and action regarding the issuance of a Request for Proposals (RFP) for master planning services at McFarland Park.

With no objection the Board moved to item 6d(1) at 7:52 p.m.

The Board returned to item 6c(1) at 8:14 p.m.

Administrator Schuenke provided an overview of the RFP and recommendation from the Park, Recreation and Natural Resources Committee for approval. The proposed RFP would study current and future land uses for McFarland Park.

The Board discussed apprehension in moving forward with the RFP in light of the upcoming strategic planning process scheduled to begin in June. The Board felt it would be best to re-visit the RFP after a strategic plan had been created that addressed prioritization of projects.

Motion by Village President Brad Czebotar, second by Trustee Clair Utter, to postpone the issuance of a Request for Proposals (RFP) for master planning services at McFarland Park. Motion carries 6 - 0 - 0 by acclamation.

d. Plan Commission (President Czebotar & Trustee Kolk)

- 1) Discussion and action regarding Ordinance 2019-08: an Ordinance amending the standards for granting Conditional Use Permits in the Village of McFarland.

President Czebotar provided an overview of the ordinance amendment and recommendation of approval from the Plan Commission. He noted the proposed ordinance change was necessitated by a State law change that requiring municipalities to be objective and fact based in their review process for conditional use permits.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve Ordinance 2019-08: an Ordinance amending the standards for granting Conditional Use Permits in the Village of McFarland. Motion carries 4 - 2 - 0 by acclamation with Kryzenske and Utter voting nay.

- 2) Discussion and action regarding Resolution #2019-10: a resolution adopting the 2019-2023 Outdoor Recreation and Open Space Plan.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve Resolution #2019-10: a resolution adopting the 2019-2023 Outdoor Recreation and Open Space Plan with the amendment to change the title of the table on page 40 to "5-year proposed capital expenditure plan." Motion carries 5 - 1 - 0 by acclamation with Utter voting nay.

- e. Discussion and action to approve the agreement between the Village of McFarland and the McFarland School District regarding the Police Department's participation in the Work to Learn Program.

Officer Jason Onken provided an overview of the agreement to establish a Work To Learn program within the McFarland School District for the McFarland Police Department. In the initial year, there would be one intern selected to participate in the program. The hope would be to bring more interest to the career of Police Officer. He additionally explained the purpose of the agreement is to address the liability issues of having a student on patrol.

Motion by Village Trustee Jerry Adrian, second by Village Trustee Stephanie Brassington, to approve the agreement between the Village of McFarland and the McFarland School District regarding the Police Department's participation in the Work to Learn Program. Motion carries 5 - 1 - 0 by acclamation with Utter voting nay.

- f. Discussion and action on setting the date for the 2019 Planning Retreat.

President Czebatar provided an overview of the planning retreat process.

The Board directed Clerk/Treasurer Suettinger to poll Board members and set a date for the 2019 Planning Retreat.

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

Trustee Utter referred to the Public Works Committee investigation of the history of the storm water drain painting project. He reported that he believed the Village previously had a program and volunteers.

7. ADJOURNMENT.

Motion by Village Trustee Jerry Adrian, second by Village Trustee Clair Utter, to adjourn at 9:02 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Clerk/Treasurer

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
05/19	05/28/2019	74558	17130	HOLLINGSWORTH, WILLIAM	REFUND OF PIER PAYMENT	052419	1	100-46720-101	300.00
Total 74558:									300.00
05/19	05/31/2019	74564	759	POSTMASTER	UTILITY BILLS	053119	1	600-53711-340-000	130.76
05/19	05/31/2019	74564	759	POSTMASTER	UTILITY BILLS	053119	2	600-53611-340-000	130.76
05/19	05/31/2019	74564	759	POSTMASTER	UTILITY BILLS	053119	3	605-53440-340-000	130.76
Total 74564:									392.28
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	PUBLIC WORKS FACILITY	052819	1	100-53000-220-000	597.59
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	WATER TOWER - HOLSCHER	052819	2	600-53716-220-000	20.25
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	WATER TOWER - BURMA	052819	3	600-53716-220-000	61.26
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	WELL #3	052819	4	600-53716-220-000	1,255.85
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	WELL #3	052819	5	600-53716-340-000	21.81
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	LIFT #1	052819	6	600-53615-220-000	118.94
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	LIFT #2	052819	7	600-53615-220-000	305.49
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	BRANDT PARK PAVILLION	052819	8	100-55200-220-000	477.76
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	LEWIS PARK SHELTER	052819	9	100-55200-220-000	94.66
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	MCDANIEL	052819	10	100-55200-220-000	28.82
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	CEDAR GLADE AERATOR	052819	11	605-53440-242-000	16.77
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	STREET LIGHTING (2)	052819	12	100-53000-291-000	267.70
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - BASHFORD	052819	13	100-53000-291-000	19.34
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - FARWELL ST (2)	052819	14	100-53000-291-000	17.51
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	SIRENS	052819	15	100-51600-220-000	29.08
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	FLOOD LIGHT	052819	16	100-55200-220-000	27.78
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	4719 FARWELL ST SUITE 3	052819	17	315-56700-242-000	17.27
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	4719 FARWELL ST SUITE 5	052819	18	315-56700-242-000	17.62
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	4719 FARWELL ST AREA 3	052819	19	315-56700-242-000	45.43
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	4719 FARWELL ST AREA 4	052819	20	315-56700-242-000	98.89
05/19	05/31/2019	74565	30	ALLIANT ENERGY/WP&L	4719 FARWELL ST SUITE 4	052819	21	315-56700-242-000	17.85
Total 74565:									3,557.67
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	SCHUENKE	MSB052019	1	100-1624	1,019.92
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	BONESS	MSB052019	2	100-1624	99.00

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
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	MILLER	MSB052019	3	100-1624	288.47
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	DENNIS	MSB052019	4	100-1624	1,481.53
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	REITER	MSB052019	5	100-1624	23.02
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	COX	MSB052019	6	100-1624	615.83
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	CLARK	MSB052019	7	100-1624	486.34
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	KENT	MSB052019	8	100-1624	881.55
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	SHERVEN	MSB052019	9	100-1624	212.30
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	REDMAN	MSB052019	10	100-1624	172.34
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	HESSLING	MSB052019	11	100-1624	1,048.08
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	ANDERSEN	MSB052019	12	100-1624	301.63
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	DAY	MSB052019	13	100-1624	122.34
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	JOB	MSB052019	14	100-1624	255.30
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	REIMER	MSB052019	15	100-1624	382.30
05/19	05/31/2019	74566	16680	CARDMEMBER SERVICE	SUETTINGER	MSB052019	16	100-1624	687.31
Total 74566:									8,077.26
05/19	05/31/2019	74567	158	CHARTER COMMUNICATIONS	ADMIN INTERNET	0011825062	1	100-51420-221-000	168.97
05/19	05/31/2019	74567	158	CHARTER COMMUNICATIONS	CABLE INTERNET	0011825062	2	200-55600-221-000	143.10
05/19	05/31/2019	74567	158	CHARTER COMMUNICATIONS	FIRE/EMS INTERNET	0011825062	3	100-52200-221-000	84.00
05/19	05/31/2019	74567	158	CHARTER COMMUNICATIONS	PD INTERNET	0011825062	4	100-52100-221-000	101.00
Total 74567:									497.07
05/19	05/31/2019	74568	1921	FRONTIER	LIBRARY PHONE	052219	1	205-55110-221-000	62.34
Total 74568:									62.34
06/19	06/07/2019	74569	1	5 ALARM FIRE & SAFETY	EXTRACTION TOOL ANNUAL	187569-1	1	100-52200-240-000	1,390.00
Total 74569:									1,390.00
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	WATER TOWER - BURMA	060319	1	600-53716-220-000	512.64
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	WELL #1	060319	2	600-53716-340-000	21.02
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	WELL #4	060319	3	600-53716-340-000	26.51
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	LIFT #3	060319	4	600-53615-220-000	79.23
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	FLOWER CORNER	060319	5	100-55200-220-000	19.11
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	GAZEBO	060319	6	100-55200-220-000	37.11
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	STREET LIGHTING (1)	060319	7	100-53000-291-000	9,097.94

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
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - (FARWELL 1)	060319	8	100-53000-291-000	19.34
06/19	06/07/2019	74570	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - CREAMERY	060319	9	100-53000-291-000	19.47
Total 74570:									9,832.37
06/19	06/07/2019	74571	10	ARAMARK	MATS	1640813273	1	205-55110-242-000	37.00
Total 74571:									37.00
06/19	06/07/2019	74572	16614	ARCHIVESOCIAL	MONTHLY PACKAGE AND SOCIAL MEDIA A	7314	1	100-51450-210-000	2,388.00
Total 74572:									2,388.00
06/19	06/07/2019	74573	74	BAKER & TAYLOR BOOKS	CREDIT MEMO	0003166132	1	205-55110-344-000	36.09-
06/19	06/07/2019	74573	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034563346	1	205-55110-344-000	443.26
06/19	06/07/2019	74573	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034566983	1	205-55110-344-000	110.77
06/19	06/07/2019	74573	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034573176	1	205-55110-344-000	57.86
06/19	06/07/2019	74573	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034576086	1	205-55110-344-000	198.04
Total 74573:									773.84
06/19	06/07/2019	74574	16285	BATTERIES & BULBS	BATTERIES	P14870269	1	100-53000-340-000	39.90
Total 74574:									39.90
06/19	06/07/2019	74575	79	BAYCOM INC	KNOB VOLUME	COUNTERIN	1	100-52100-221-000	7.15
Total 74575:									7.15
06/19	06/07/2019	74576	109	BONESS, PAULINE	MILEAGE & PARKING	PB051719	1	100-52400-341-000	53.39
Total 74576:									53.39
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83215454	1	100-52200-340-000	39.55
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83215455	1	100-52200-340-000	26.80
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83215456	1	100-52200-340-000	8.05
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	83218438	1	100-52200-340-000	152.99
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	83218439	1	100-52200-340-000	198.15
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	TRAINING SUPPLIES	83218440	1	100-52200-331-000	179.53

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
06/19	06/07/2019	74577	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	83221223	1	100-52200-340-000	87.68
Total 74577:									692.75
06/19	06/07/2019	74578	17131	BROCK WHITE COMPANY LLC	GROUT	13242849-00	1	600-53616-242-000	34.96
Total 74578:									34.96
06/19	06/07/2019	74579	2207	BUCKYS PORTABLE TOILETS I	LEWIS PARK PORTA POTTY	70638	1	100-55200-340-000	60.00
Total 74579:									60.00
06/19	06/07/2019	74580	17136	CARNIVAL REAL ESTATE, LLC	REFUND OF WATER IMPACT FEE DIFFEREN	060419	1	600-42101-000	3,901.00
Total 74580:									3,901.00
06/19	06/07/2019	74581	150	CDW GOVERNMENT INC	VB STYLUS	SLN5318	1	100-51100-390-000	77.61
06/19	06/07/2019	74581	150	CDW GOVERNMENT INC	AD STYLUS	SLN5318	2	100-51420-310-000	77.61
06/19	06/07/2019	74581	150	CDW GOVERNMENT INC	MISC TABLET SUPPLIES	SLN5318	3	400-57120-813-101	139.62
Total 74581:									294.84
06/19	06/07/2019	74582	161	CHASE LUMBER AND FUEL INC	PARKS	0003/200016	1	100-55200-340-000	11.67
06/19	06/07/2019	74582	161	CHASE LUMBER AND FUEL INC	PARKS	0003/200016	1	100-55200-340-000	7.07
06/19	06/07/2019	74582	161	CHASE LUMBER AND FUEL INC	PARKS	0003/200020	1	100-55200-340-000	11.67
06/19	06/07/2019	74582	161	CHASE LUMBER AND FUEL INC	PARKS	0003/200021	1	100-55200-340-000	1.44
Total 74582:									31.85
06/19	06/07/2019	74583	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	060319	1	610-53620-321-000	240.00
06/19	06/07/2019	74583	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	060319	2	100-51100-210-000	600.00
06/19	06/07/2019	74583	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	060319	3	600-53610-321-000	60.00
06/19	06/07/2019	74583	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	060319	4	600-53710-321-000	60.00
06/19	06/07/2019	74583	184	COMMUNICATION CONCEPTS	OUTLOOK LAYOUT/DESIGN	060319	5	605-53440-321-000	240.00
Total 74583:									1,200.00
06/19	06/07/2019	74584	194	CONCENTRA	PRE-EMPLOYMENT SCREENING	102986074	1	100-55200-210-000	59.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 74584:									59.50
06/19	06/07/2019	74585	17134	CORE & MAIN	HYDRANT PARTS	K608459	1	600-53718-822-104	133.78
Total 74585:									133.78
06/19	06/07/2019	74586	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE	258967	1	205-55110-240-000	10.26
06/19	06/07/2019	74586	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE	258968	1	205-55110-240-000	172.62
Total 74586:									182.88
06/19	06/07/2019	74587	16298	COVILLE, ALLAN	REFUND OF LEGAL DEDUCTION	053019	1	100-2156	25.90
Total 74587:									25.90
06/19	06/07/2019	74588	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - MCFARLAND	MAY2019	1	100-2435	2,750.00
06/19	06/07/2019	74588	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - CAMBRIDGE	MAY2019	2	100-2435	717.00
Total 74588:									3,467.00
06/19	06/07/2019	74589	247	DANE CO TREASURER	JAIL & SURCHARGES FOR MAY 2019	154-060119	1	100-45110-000	1,284.33
Total 74589:									1,284.33
06/19	06/07/2019	74590	267	DEMCO INC	SRP T-SHIRTS	6617735	1	205-55110-310-000	102.79
Total 74590:									102.79
06/19	06/07/2019	74591	16592	EAST, JANELL	PARK DEPOSIT REFUND	060219	1	100-1624	200.00
Total 74591:									200.00
06/19	06/07/2019	74592	318	EGS	DPW SHOP GENERATOR	812054	1	100-53000-242-000	1,035.38
06/19	06/07/2019	74592	318	EGS	DPW SHOP GENERATOR	812054	2	600-53716-242-000	282.38
06/19	06/07/2019	74592	318	EGS	DPW SHOP GENERATOR	812054	3	600-53616-242-000	282.38
06/19	06/07/2019	74592	318	EGS	DPW SHOP GENERATOR	812054	4	605-53440-242-000	282.37

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 74592:									1,882.51
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309184	1	100-51600-242-000	319.00
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309184	2	600-53716-242-000	87.00
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309184	3	600-53616-242-000	87.00
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309184	4	605-53440-242-000	87.00
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309351	1	100-51600-242-000	139.29
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309351	2	600-53716-242-000	37.98
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309351	3	600-53616-242-000	37.99
06/19	06/07/2019	74593	16746	EMBASSY CONTROLS	HVAC REPAIR	1309351	4	605-53440-242-000	37.99
Total 74593:									833.25
06/19	06/07/2019	74594	341	ENVIRONMENT CONTROL	JANITORIAL SERVICES	10353-613	1	205-55110-210-000	1,304.00
06/19	06/07/2019	74594	341	ENVIRONMENT CONTROL	CLEANING	10507-613	1	100-51600-210-000	1,360.00
Total 74594:									2,664.00
06/19	06/07/2019	74595	361	FIRST SUPPLY LLC MADISON	HYDRANT PARTS	11700381-00	1	600-53718-822-104	1,442.00
06/19	06/07/2019	74595	361	FIRST SUPPLY LLC MADISON	HYDRANT PARTS	11705494-00	1	600-53718-822-104	328.00
Total 74595:									1,770.00
06/19	06/07/2019	74596	17107	FOUNDATION BUILDING MATE	CEILING TILES	59138915-00	1	100-51600-242-000	26.40
06/19	06/07/2019	74596	17107	FOUNDATION BUILDING MATE	CEILING TILES	59138915-00	2	600-53716-242-000	7.20
06/19	06/07/2019	74596	17107	FOUNDATION BUILDING MATE	CEILING TILES	59138915-00	3	600-53716-242-000	7.20
06/19	06/07/2019	74596	17107	FOUNDATION BUILDING MATE	CEILING TILES	59138915-00	4	605-53440-242-000	7.20
Total 74596:									48.00
06/19	06/07/2019	74597	17133	GLETTY-SYOEN, KATIE	MILEAGE - NUTRITION	KGS052419	1	100-54600-141-000	19.72
06/19	06/07/2019	74597	17133	GLETTY-SYOEN, KATIE	MILEAGE - CASE MANAGEMENT	KGS052419	2	100-54600-141-000	23.52
06/19	06/07/2019	74597	17133	GLETTY-SYOEN, KATIE	USED SHELIVING	KGS052519	1	100-54600-810-000	100.00
Total 74597:									143.24
06/19	06/07/2019	74598	1694	HEARTLAND LITHO	UTILITY BILLS	65205	1	605-53440-340-000	67.44
06/19	06/07/2019	74598	1694	HEARTLAND LITHO	UTILITY BILLS	65205	2	600-53610-310-000	67.45

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
06/19	06/07/2019	74598	1694	HEARTLAND LITHO	UTILITY BILLS	65205	3	600-53710-310-000	67.45
Total 74598:									202.34
06/19	06/07/2019	74599	12085	HEITZINGER & ASSOC	EMPLOYEE ASSIST PROGRAM	7515	1	100-52100-330-000	1,150.00
Total 74599:									1,150.00
06/19	06/07/2019	74600	345	JFTCO, INC	BREAKER	298444	1	400-57310-812-102	12,900.00
Total 74600:									12,900.00
06/19	06/07/2019	74601	17135	JOSTAD, JANE	PARK DEPOSIT REFUND	060119	1	100-1624	100.00
Total 74601:									100.00
06/19	06/07/2019	74602	16364	KWIK TRIP EXTENDED NETWO	EMS/FIRE FUEL	BG2339863-	1	100-52200-341-000	365.51
Total 74602:									365.51
06/19	06/07/2019	74603	2272	LABSOURCE, INC	EMS SUPPLIES	006495908	1	100-52200-340-000	83.38
Total 74603:									83.38
06/19	06/07/2019	74604	16830	LAERDAL MEDICAL CORPORAT	VACUUM INLET	2019/200004	1	100-52200-240-000	31.35
Total 74604:									31.35
06/19	06/07/2019	74605	16003	LEFAVE, TIM & MARCY	PARK DEPOSIT REFUND	060219	1	100-1624	100.00
Total 74605:									100.00
06/19	06/07/2019	74606	2237	MADISON COLLEGE	D ANDERST - EMT TESTING FEE	177250	1	100-52200-331-000	150.00
Total 74606:									150.00
06/19	06/07/2019	74607	575	MADISON MET SEWERAGE DIS	ADAPTIVE MGMT	RC00000281	1	605-53440-210-000	7,385.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 74607:									7,385.00
06/19	06/07/2019	74608	613	MCFARLAND SCHOOL DISTRIC	PARK DEPOSIT FEE REFUND	052919	1	100-1624	200.00
Total 74608:									200.00
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	LIBRARY SUPPLIES	95094-05311	1	205-55110-242-000	145.59
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	OUTREACH SUPPLIES	95094-05311	2	100-54600-310-000	9.88
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	FLOWER POTS AT MUNICIPAL CENTER	95094-05311	3	100-51600-242-000	25.91
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	B9 ADAPTERS	95094-05311	4	100-52200-241-000	5.86
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	BOX COVER	95094-05311	5	100-52200-241-000	.89
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	B9 ADAPTERS - RETURN	95094-05311	6	100-52200-241-000	.54-
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	BATTERY	95094-05311	7	100-52200-340-000	16.19
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	FASTENERS	95094-05311	8	100-52200-340-000	1.33
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PROGRAMMING (PANCAKE BREAKFAST)	95094-05311	9	100-52200-391-000	635.80
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PAD	95094-05311	10	100-52200-242-000	12.94
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PANCAKE BREAKFAST	95094-05311	11	100-52200-391-000	9.89
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	WELLHOUSE #3	95094-05311	12	600-53716-242-000	8.99
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	WATER TOWER	95094-05311	13	600-53718-340-000	41.38
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	STORM SEWER	95094-05311	14	605-53440-340-000	16.19
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	LIFT #5	95094-05311	15	600-53616-242-000	3.79
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	HYDRANT	95094-05311	16	600-53718-822-104	18.88
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	STREETS	95094-05311	17	100-53000-370-000	54.26
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PARKS	95094-05311	18	100-55200-340-000	180.46
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PUBLIC WORKS	95094-05311	19	100-53000-340-000	143.77
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PUBLIC WORKS	95094-05311	20	600-53716-340-000	39.21
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PUBLIC WORKS	95094-05311	21	600-53616-340-000	39.21
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	PUBLIC WORKS	95094-05311	22	605-53440-340-000	39.21
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-05311	23	100-53000-241-000	26.58
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-05311	24	600-53718-241-000	7.25
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-05311	25	600-53616-241-000	7.25
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	VEHICLE MAINTENANCE	95094-05311	26	605-53440-241-000	7.25
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	MUNICIPAL CENTER	95094-05311	27	100-51600-242-000	35.28
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	MUNICIPAL CENTER	95094-05311	28	600-53716-242-000	9.63
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	MUNICIPAL CENTER	95094-05311	29	600-53616-242-000	9.63
06/19	06/07/2019	74609	618	MCFARLAND TRUE VALUE	MUNICIPAL CENTER	95094-05311	30	605-53440-242-000	9.63

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 74609:									1,561.59
06/19	06/07/2019	74610	640	MGE	STREET LIGHT	13010467-05	1	100-53000-291-000	31.20
06/19	06/07/2019	74610	640	MGE	STREET LIGHT	14096945-05	1	100-53000-291-000	35.65
06/19	06/07/2019	74610	640	MGE	LIFT #4 ELECT	21056320-05	1	600-53615-220-000	42.80
06/19	06/07/2019	74610	640	MGE	LIFT #5 GAS	27667872-05	1	600-53615-220-000	31.54
06/19	06/07/2019	74610	640	MGE	4820 MARSH RD	29538501-05	1	100-53000-291-000	107.37
Total 74610:									248.56
06/19	06/07/2019	74611	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	771964	1	205-55110-345-000	69.98
06/19	06/07/2019	74611	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	772636	1	205-55110-345-000	39.99
Total 74611:									109.97
06/19	06/07/2019	74612	4	MIDDLETON FORD	VEHICLE PARTS	143151	1	100-53000-241-000	47.48
06/19	06/07/2019	74612	4	MIDDLETON FORD	VEHICLE PARTS	143151	2	600-53718-241-000	12.95
06/19	06/07/2019	74612	4	MIDDLETON FORD	VEHICLE PARTS	143151	3	600-53616-241-000	12.95
06/19	06/07/2019	74612	4	MIDDLETON FORD	VEHICLE PARTS	143151	4	605-53440-241-000	12.94
06/19	06/07/2019	74612	4	MIDDLETON FORD	M2 MAINTENANCE	143350	1	100-52100-241-000	67.05
Total 74612:									153.37
06/19	06/07/2019	74613	16509	MIDWEST TAPE	JUVENILE DVD	97448345	1	205-55110-345-000	26.99
Total 74613:									26.99
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	661377	1	605-53440-241-000	2.83
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	661377	2	100-53000-241-000	10.38
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	661377	3	600-53718-241-000	2.83
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	661377	4	600-53616-241-000	2.83
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	M2 FILTERS	665971	1	100-52100-241-000	6.48
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665972	1	605-53440-241-000	1.52
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665972	2	100-53000-241-000	5.60
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665972	3	600-53718-241-000	1.53
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665972	4	600-53616-241-000	1.53
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665973	1	605-53440-241-000	4.31
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665973	2	100-53000-241-000	15.79

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665973	3	600-53718-241-000	4.30
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	665973	4	600-53616-241-000	4.30
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	666160	1	605-53440-241-000	4.88-
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	666160	2	100-53000-241-000	17.92-
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	666160	3	600-53718-241-000	4.89-
06/19	06/07/2019	74614	1896	NAPA AUTO PARTS	VEHICLE PARTS	666160	4	600-53616-241-000	4.89-
Total 74614:									31.65
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2476345.00	1	600-53616-340-000	35.85
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2476345.00	2	600-53716-340-000	35.85
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2476345.00	3	605-53440-340-000	35.85
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2476345.00	4	100-53000-340-000	131.45
06/19	06/07/2019	74615	2082	NASSCO INC	PARK SUPPLIES	S2480496.00	1	100-55200-242-000	146.37
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2480496.00	2	100-53000-340-000	49.49
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2480496.00	3	600-53716-340-000	13.49
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2480496.00	4	600-53616-340-000	13.50
06/19	06/07/2019	74615	2082	NASSCO INC	PW SUPPLIES	S2480496.00	5	605-53440-340-000	13.50
Total 74615:									475.35
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542602	1	600-53616-241-000	1.83
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542602	2	605-53440-241-000	1.83
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542602	3	600-53718-241-000	1.83
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542602	4	100-53000-241-000	6.71
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542968	1	600-53616-241-000	4.89
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542968	2	600-53718-241-000	4.88
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542968	3	605-53440-241-000	4.88
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	542968	4	100-53000-241-000	17.91
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	SHOP SUPPLIES	544824	1	605-53440-340-000	1.84
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	SHOP SUPPLIES	544824	2	100-53000-340-000	6.78
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	SHOP SUPPLIES	544824	3	600-53716-340-000	1.85
06/19	06/07/2019	74616	16984	NORTH CENTRAL UTILITY OF	SHOP SUPPLIES	544824	4	600-53616-340-000	1.85
Total 74616:									57.08
06/19	06/07/2019	74617	16503	NOTARY BOND RENEWAL SER	NOTARY BOND APP	BM060519	1	100-51420-310-000	25.00

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Total 74617:									25.00
06/19	06/07/2019	74618	16348	PECHMANN MEMORIALS	PLAQUES	052319	1	100-55200-390-000	270.40
Total 74618:									270.40
06/19	06/07/2019	74619	2066	PELLITTERI WASTE SYSTEMS	TRASH SERVICE - JUNE	585705	1	610-53620-212-000	20,397.30
06/19	06/07/2019	74619	2066	PELLITTERI WASTE SYSTEMS	RECYCLING SERVICE - JUNE	585705	2	610-53620-213-000	13,728.70
06/19	06/07/2019	74619	2066	PELLITTERI WASTE SYSTEMS	PW SHRED	585705	3	100-53000-340-000	113.56
06/19	06/07/2019	74619	2066	PELLITTERI WASTE SYSTEMS	ADMIN SHRED	585705	4	100-51420-310-000	37.85
Total 74619:									34,277.41
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80188923	1	605-53440-241-000	4.93
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80188923	2	100-53000-241-000	18.06
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80188923	3	600-53718-241-000	4.93
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80188923	4	600-53616-241-000	4.92
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80189414	1	605-53440-241-000	37.95
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80189414	2	100-53000-241-000	139.15
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80189414	3	600-53718-241-000	37.95
06/19	06/07/2019	74620	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80189414	4	600-53616-241-000	37.95
Total 74620:									285.84
06/19	06/07/2019	74621	1245	PROFESSIONAL PEST CONTR	PARK PEST CONTROL	411902	1	100-55200-340-000	49.00
Total 74621:									49.00
06/19	06/07/2019	74622	797	REINDERS INC	PARK TURF NUTRIENTS	2270200-00	1	100-55200-340-000	832.16
Total 74622:									832.16
06/19	06/07/2019	74623	9137	RICOH USA INC	COPIER FEE	31855640	1	100-52100-240-000	184.59
Total 74623:									184.59
06/19	06/07/2019	74624	2110	SECOND TO NONE INC	GANNON BUILDING CLEANING	052319	1	315-56700-242-000	360.00

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 74624:									360.00
06/19	06/07/2019	74625	17050	SHI INTERNATIONAL CORP	WORKSTATION REPLACEMENT	B10046568	1	600-53612-390-000	810.20
06/19	06/07/2019	74625	17050	SHI INTERNATIONAL CORP	WORKSTATION REPLACEMENT	B10046568	2	600-53712-390-000	810.20
06/19	06/07/2019	74625	17050	SHI INTERNATIONAL CORP	WORKSTATION REPLACEMENT	B10046568	3	605-53440-390-000	810.20
06/19	06/07/2019	74625	17050	SHI INTERNATIONAL CORP	WORKSTATION REPLACEMENT	B10046568	4	400-57120-813-101	6,481.60
06/19	06/07/2019	74625	17050	SHI INTERNATIONAL CORP	WORKSTATION REPLACEMENT	B10046568	5	400-57140-813-101	6,481.60
Total 74625:									15,393.80
06/19	06/07/2019	74626	1738	STATE OF WI TREASURER	MONTHLY COURT FEES - MAY 2019	154-060119	1	100-45110-000	4,242.35
Total 74626:									4,242.35
06/19	06/07/2019	74627	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	053019	1	605-53440-210-000	4.79
06/19	06/07/2019	74627	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	053019	2	100-51600-340-000	17.57
06/19	06/07/2019	74627	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	053019	3	600-53610-210-000	4.79
06/19	06/07/2019	74627	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	053019	4	600-53710-210-000	4.79
Total 74627:									31.94
06/19	06/07/2019	74628	17137	UNITED STATES TREASURY	SS DUE FROM 1ST QTR 2019	CP1348	1	100-52200-132-000	42.74
06/19	06/07/2019	74628	17137	UNITED STATES TREASURY	MEDICARE DUE FROM 1ST QTR 2019	CP1348	2	100-52200-132-000	10.00
06/19	06/07/2019	74628	17137	UNITED STATES TREASURY	SS/MEDICARE CHARGES	CP1348	3	100-51420-310-000	.49
Total 74628:									53.23
06/19	06/07/2019	74629	992	US CELLULAR	PD PHONE	335062470	1	100-52100-221-000	640.85
06/19	06/07/2019	74629	992	US CELLULAR	FD/EMS PHONE	335062470	2	100-52200-221-000	353.35
06/19	06/07/2019	74629	992	US CELLULAR	OUTREACH PHONE	335062470	3	100-54600-221-000	38.50
06/19	06/07/2019	74629	992	US CELLULAR	CABLE/COMMTECH PHONE	335062470	4	200-55600-221-000	44.97
06/19	06/07/2019	74629	992	US CELLULAR	PW PHONE	335062470	5	100-53000-221-000	27.33
06/19	06/07/2019	74629	992	US CELLULAR	WATER PHONE	335062470	6	600-53710-310-000	27.33
06/19	06/07/2019	74629	992	US CELLULAR	SEWER PHONE	335062470	7	600-53610-310-000	27.33
06/19	06/07/2019	74629	992	US CELLULAR	INSPECTIONS PHONE	335062470	8	100-52400-221-000	.50
06/19	06/07/2019	74629	992	US CELLULAR	EM MGT PHONE	335062470	9	100-52500-340-000	38.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 74629:									1,198.66
06/19	06/07/2019	74630	17132	V H BLACKINTON CO INC	REPAIR SAFETY CATCH - SCHROECKENTH	2950450	1	100-52100-142-000	12.00
Total 74630:									12.00
06/19	06/07/2019	74631	1015	VILLAGE OF MCFARLAND	5541 HOLSCHER	062019	1	100-53000-220-000	47.03
06/19	06/07/2019	74631	1015	VILLAGE OF MCFARLAND	4719 FARWELL ST	062019	2	315-56700-242-000	221.91
06/19	06/07/2019	74631	1015	VILLAGE OF MCFARLAND	6001 EXCHANGE	062019	3	100-53000-220-000	19.70
06/19	06/07/2019	74631	1015	VILLAGE OF MCFARLAND	LEWIS PARK	062019	4	100-53000-220-000	24.72
06/19	06/07/2019	74631	1015	VILLAGE OF MCFARLAND	MCDANIEL PARK	062019	5	100-53000-220-000	13.91
06/19	06/07/2019	74631	1015	VILLAGE OF MCFARLAND	GAZEBO	062019	6	100-53000-220-000	13.91
Total 74631:									341.18
06/19	06/07/2019	74632	1024	WALL STREET JOURNAL	NEWSPAPER SUB	052819	1	205-55110-344-000	35.00
Total 74632:									35.00
06/19	06/07/2019	74633	16504	WI DEPT OF FINANCIAL INSTIT	NOTARY APP	BM060519	1	100-51420-320-000	20.00
Total 74633:									20.00
06/19	06/07/2019	74634	16241	WI DEPT OF JUSTICE	HIRING BACKGROUND CHECKS	L1373T-0531	1	100-51420-211-000	7.00
06/19	06/07/2019	74634	16241	WI DEPT OF JUSTICE	BACKGROUND CHECKS	L1373T-0531	2	100-51420-310-000	364.00
Total 74634:									371.00
06/19	06/07/2019	74635	2230	WI DNR	WATER USE FEES	WU85024	1	600-53710-210-000	125.00
Total 74635:									125.00
06/19	06/07/2019	74636	1065	WI DNR - ENVIRONMENTAL FE	STORMWATER FEES	113341470-2	1	605-53440-210-000	1,000.00
Total 74636:									1,000.00
06/19	06/07/2019	74637	1091	WI STATE FIRECHIEFS ASSN	CLEMENTI TRAINING	053019	1	100-52200-331-000	240.00

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 74637:									240.00
06/19	06/07/2019	74638	1093	WI STATE LABORATORY OF HY	WATER TESTING	594305	1	600-53710-210-000	26.00
Total 74638:									26.00
06/19	06/07/2019	74639	1098	WIEDENBECK INC	PARK SUPPLIES	903712	1	100-55200-340-000	66.86
06/19	06/07/2019	74639	1098	WIEDENBECK INC	SHOP SUPPLIES	903712	2	100-53000-340-000	36.77
06/19	06/07/2019	74639	1098	WIEDENBECK INC	SHOP SUPPLIES	903712	3	600-53716-340-000	10.03
06/19	06/07/2019	74639	1098	WIEDENBECK INC	SHOP SUPPLIES	903712	4	600-53616-340-000	10.03
06/19	06/07/2019	74639	1098	WIEDENBECK INC	SHOP SUPPLIES	903712	5	605-53440-340-000	10.03
Total 74639:									133.72
06/19	06/07/2019	74640	16940	WIKEL SERVICES LLC	GANNON PROPERTY MOWING	5464	1	315-56700-242-000	649.95
Total 74640:									649.95
06/19	06/07/2019	74641	1910	ZURBUCHEN OIL INC	FIRE OIL	235133	1	100-52200-341-000	174.24
Total 74641:									174.24
Grand Totals:									132,085.46

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-1624	8,677.26	.00	8,677.26
100-2120	18.46	45,109.82-	45,091.36-
100-2156	25.90	.00	25.90
100-2435	3,467.00	.00	3,467.00
100-45110-000	5,526.68	.00	5,526.68
100-46720-101	300.00	.00	300.00
100-51100-210-000	600.00	.00	600.00
100-51100-390-000	77.61	.00	77.61

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-51420-211-000	7.00	.00	7.00
100-51420-221-000	168.97	.00	168.97
100-51420-310-000	504.95	.00	504.95
100-51420-320-000	20.00	.00	20.00
100-51450-210-000	2,388.00	.00	2,388.00
100-51600-210-000	1,360.00	.00	1,360.00
100-51600-220-000	29.08	.00	29.08
100-51600-242-000	545.88	.00	545.88
100-51600-340-000	17.57	.00	17.57
100-52100-142-000	12.00	.00	12.00
100-52100-221-000	749.00	.00	749.00
100-52100-240-000	184.59	.00	184.59
100-52100-241-000	73.53	.00	73.53
100-52100-330-000	1,150.00	.00	1,150.00
100-52200-132-000	52.74	.00	52.74
100-52200-221-000	437.35	.00	437.35
100-52200-240-000	1,421.35	.00	1,421.35
100-52200-241-000	6.75	.54-	6.21
100-52200-242-000	12.94	.00	12.94
100-52200-331-000	569.53	.00	569.53
100-52200-340-000	614.12	.00	614.12
100-52200-341-000	539.75	.00	539.75
100-52200-391-000	645.69	.00	645.69
100-52400-221-000	.50	.00	.50
100-52400-341-000	53.39	.00	53.39
100-52500-340-000	38.50	.00	38.50
100-53000-220-000	716.86	.00	716.86
100-53000-221-000	27.33	.00	27.33
100-53000-241-000	287.66	17.92-	269.74
100-53000-242-000	1,035.38	.00	1,035.38
100-53000-291-000	9,615.52	.00	9,615.52
100-53000-340-000	521.72	.00	521.72
100-53000-370-000	54.26	.00	54.26
100-54600-141-000	43.24	.00	43.24
100-54600-221-000	38.50	.00	38.50
100-54600-310-000	9.88	.00	9.88
100-54600-810-000	100.00	.00	100.00
100-55200-210-000	59.50	.00	59.50
100-55200-220-000	685.24	.00	685.24
100-55200-242-000	146.37	.00	146.37

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-55200-340-000	1,220.33	.00	1,220.33
100-55200-390-000	270.40	.00	270.40
200-2120	.00	188.07-	188.07-
200-55600-221-000	188.07	.00	188.07
205-2120	36.09	2,816.49-	2,780.40-
205-55110-210-000	1,304.00	.00	1,304.00
205-55110-221-000	62.34	.00	62.34
205-55110-240-000	182.88	.00	182.88
205-55110-242-000	182.59	.00	182.59
205-55110-310-000	102.79	.00	102.79
205-55110-344-000	844.93	36.09-	808.84
205-55110-345-000	136.96	.00	136.96
315-2120	.00	1,428.92-	1,428.92-
315-56700-242-000	1,428.92	.00	1,428.92
400-2120	.00	26,002.82-	26,002.82-
400-57120-813-101	6,621.22	.00	6,621.22
400-57140-813-101	6,481.60	.00	6,481.60
400-57310-812-102	12,900.00	.00	12,900.00
600-2120	9.78	11,968.34-	11,958.56-
600-42101-000	3,901.00	.00	3,901.00
600-53610-210-000	4.79	.00	4.79
600-53610-310-000	94.78	.00	94.78
600-53610-321-000	60.00	.00	60.00
600-53611-340-000	130.76	.00	130.76
600-53612-390-000	810.20	.00	810.20
600-53615-220-000	578.00	.00	578.00
600-53616-241-000	78.45	4.89-	73.56
600-53616-242-000	455.75	.00	455.75
600-53616-340-000	100.44	.00	100.44
600-53710-210-000	155.79	.00	155.79
600-53710-310-000	94.78	.00	94.78
600-53710-321-000	60.00	.00	60.00
600-53711-340-000	130.76	.00	130.76
600-53712-390-000	810.20	.00	810.20
600-53716-220-000	1,850.00	.00	1,850.00
600-53716-242-000	440.38	.00	440.38
600-53716-340-000	169.77	.00	169.77
600-53718-241-000	78.45	4.89-	73.56
600-53718-340-000	41.38	.00	41.38
600-53718-822-104	1,922.66	.00	1,922.66

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
605-2120	4.88	10,274.21-	10,269.33-
605-53440-210-000	8,389.79	.00	8,389.79
605-53440-241-000	78.44	4.88-	73.56
605-53440-242-000	440.96	.00	440.96
605-53440-321-000	240.00	.00	240.00
605-53440-340-000	314.82	.00	314.82
605-53440-390-000	810.20	.00	810.20
610-2120	.00	34,366.00-	34,366.00-
610-53620-212-000	20,397.30	.00	20,397.30
610-53620-213-000	13,728.70	.00	13,728.70
610-53620-321-000	240.00	.00	240.00
Grand Totals:	<u>132,223.88</u>	<u>132,223.88-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

VILLAGE OF MCFARLAND

Check Register
Report Dates: 5/12/2019-5/25/2019Page: 1
Jun 07, 2019 11:24AM

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/25/2019	PC	05/31/2019	74559	TRAISMAN-WADDELL, JE	206	242.20
05/25/2019	PC	05/31/2019	74560	KLEMENTZ, BENJAMIN	423	753.54
05/25/2019	CDPT	05/31/2019	74561	WI AFSCME COUNCIL 32	7	42.94
05/25/2019	CDPT	05/31/2019	74562	WI SCTF	5	207.69
05/25/2019	CDPT	05/31/2019	74563	WPPA TREASURER	6	504.00

PAYROLL RELATED \$1,750.37

**Village of McFarland
Operator Licensing
Period Ending June 30, 2020**

Establishment	Last Name	First Name	Middle Initial
Green Lantern Restaurant	O'Brien	Meggan	E
Palenque Mexican Restaurant	Fonseca	Daniel	
Palenque Mexican Restaurant	Castellano	Saulo	E
Pick 'N Save	Schuur	Ken	R
Pick 'N Save	Waters	Ryan	P
Pick 'N Save	Nobles	Leticia	F
Pick 'N Save	Day	Jonah	M
Pick 'N Save	Melendrez	Julianna	M
Pick 'N Save	Sturtz	Tina	L
Pick 'N Save	Mistele	Theresa	J

5/31/2019

Brad Czebotar
McFarland Village President
5915 Milwaukee Street,
McFarland, WI 53558

Dear Mr. Czebotar,

I am contacting you to request my appointment to the vacant position for the McFarland Plan Commission. I was raised in McFarland and have recently moved my family back to the area following the completion of my active duty Air Force career. Both my parents and my wife's parents are long-time residents of McFarland and I have followed with interest the developments and expansion of the community in recent years. I believe my background and expertise would provide a good basis for a contribution to the Village as a Plan Commissioner.

I am a graduate of the University of Wisconsin - Milwaukee, having earned a BS and MS in Architecture. I am a Registered Architect in the State of Wisconsin, I am certified by the National Council of Architectural Registration Board, and I am a Green Associate with the Leadership in Energy and Environmental Design. I also hold a certificate in Urban Planning. My Air Force career concluded in the role of Chief of Design for the Air Force Medical Services Branch. I held the rank of Lieutenant Colonel. In this capacity, I directed the development of several multi-million dollar projects involving medical facilities for multiple branches of the US Armed Forces, both domestic and overseas. Currently, I am a Senior Project Manager for the Walsh Healthcare Group where I'm responsible for the design and construction of Department of Defense healthcare facilities.

I have personally worked through both civilian and military planning environments surrounding building and expansion projects, and have frequently presented and negotiated project and construction details. I have worked within the limitations of local, state, and federal code, statutes, and ordinances, to accomplish negotiated outcomes resulting in exceptional buildings and improvements. I believe my experiences and perspectives could provide a solid basis for my service to the residents of McFarland through the Plan Commission.

Please let me know if you would like to discuss this request, or whether there are further details you would like to see clarified. Thanks for your consideration.

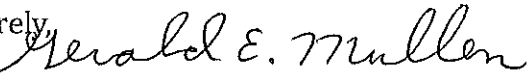
Eric Green
5942 Oak Hollow Drive
McFarland, WI 53558
(608) 213-4645

Gerald E. Mullen
6115 White Daisy Court
McFarland, WI 53558
gmullen@protonmail.com
(920) 600-7093

I am submitting this letter to indicate my interest for consideration to fill the vacancy on the McFarland Police and Fire Commission. My wife and I moved to the Madison area in August of 2018 following my retirement from the FBI. I was assigned to the Green Bay Resident Agency and retired after twenty one years to accept a position with the Wisconsin Department of Justice, Training and Standards Bureau. We rented a house in Verona to allow us to become familiar with the area and decide on where we wanted to settle down. I heard positive feedback from coworkers about McFarland related to the quality of the schools, low crime and the small town atmosphere. The proximity to the Capitol is a plus as well. After a protracted search and many open houses, we decided to make an offer on a house in the Prairie Place subdivision on White Daisy Court. We are looking forward to establishing our new home and becoming involved in the community.

Although I am new to the community, I believe there is some benefit to having a fresh perspective on government committees. My background is well suited for the Police and Fire Commission. Prior to my service as an FBI Special Agent, I was a police officer in Illinois for the Mundelein Police Department and served as a Marine Corps Officer for seven years. In my current position as Compliance Officer for the Wisconsin Department of Justice, Training and Standards Bureau, I am responsible for the oversight of preparatory law enforcement and jail officer training throughout the state of Wisconsin. I participate in numerous curriculum advisory committees, attend law enforcement conferences, conduct academy audits, and advise the Law Enforcement Standards Board on certification of academies, college credit waivers, out of state reciprocity applications and supervise five regional Field Representatives. I am an active member of the FBI National Academy Associates, Society of Former Special Agents of the FBI and served as volunteer mentor for the Northeast Wisconsin Veterans Treatment Court. Although I have moved from Green Bay, I remain in contact with the veteran participant who successfully completed the program.

Thank you in advance for your consideration. I look forward to hearing from you.

Sincerely,

Gerald E. Mullen

Scott J. Peters

Associate Professor of Assessment and Research Methodology

Richard and Veronica Telfer Endowed Faculty Fellow of Education

University of Wisconsin – Whitewater

Winther Hall 6052

800 W. Main St. Whitewater, WI 53190

Phone: 262-472-5407

Email: peterss@uww.edu

ORCID: 0000-0003-2459-3384

Education

August 2009 Doctor of Philosophy in Educational Psychology

Gifted and Talented Education Specialization

Applied Research Methodology Secondary Area

English Education Secondary Area

Major advisor: Marcia Gentry, Ph.D.

Purdue University, West Lafayette, IN

May 2006 Bachelor of Arts with Distinction in English Education

Purdue University, West Lafayette, IN

Professional Experience

5/2015 – Present President and Director

Partners in Advanced Education, Inc.

6/2014 – Present Associate Professor

Early Promotion with Tenure

Department of Educational Foundations

University of Wisconsin – Whitewater

9/2017 – 6/2020 Richard and Veronica Telfer Endowed Faculty Fellow of Education

University of Wisconsin - Whitewater

8/2009 – 6/2014 Assistant Professor

Department of Educational Foundations

University of Wisconsin – Whitewater

8/2008 – 8/2009 Research Methodologist – Project HOPE

Principal Investigator: Marcia Gentry, Ph.D.

Data analysis and instrumentation

5/2006 – 8/2008 Talent Development Program Coordinator

Gifted Education Resource Institute - Purdue University

West Lafayette, IN

8/2006 – 1/2008 Substitute Teacher

Tippecanoe County School Corporation

Lafayette, IN

1/2006 – 5/2006 Student Teacher – Language Arts and Communications

Battle Ground Middle School, Battle Ground, IN

2003 – 2006 Undergraduate Teaching Assistant Coordinator

Purdue Department of English Writing Lab

Please consider me for
appointment to the McFarland
Volunteer Committee.

I am a new resident of
McFarland, I live 26020
South Ct, McFarland.

Thank you.

J Tryna

cell: 608-669-6314

jtryzna@yahoo.com



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, June 10, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to authorize the Village President to sign a letter of support for the development of a motion picture to be filmed at the Madison Curling Club.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Members of the Madison Curling Club (located in McFarland Park) are in the process of making a movie. Included is a summary of the movie and some background on the project. They are getting organized so that filming can begin this coming Winter and are asking for a letter of support for the project. Their intent is that they would film inside of the Club and in a few places just outside of it. A few other organizations in the Madison area have signed onto the project, and they would simply be looking for the same from us. The work that they plan to do will help to promote the Village and enhance local tourism. A copy of the letter requested is enclosed.

FINANCIAL/BUDGET IMPACT:

None directly for the Village as an organization but the Community as a whole could benefit through the activity to make the movie helping to fuel local businesses.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. ThrowingHammers_JOEL
2. Throwing Hammers Curling Club Letter 06072019 mgs
3. Film-induced tourism helps boost industry's economic impact, study says - Orlando



Business Journal

4. Letter of Support from Destination Madison
5. Letter of Support from Wisconsin Arts Board



Throwing hammers



OVERVIEW

Throwing Hammers is about friendship, family, and curling. It's a fun, heart-warming screenplay that the industry is already buzzing about. This coming of age dramatic comedy will delight audiences with its wit, pathos and infectious spirit as four friends overcome their differences to take up the unusual and trending Olympic sport of Curling.

This film capitalizes on a worldwide audience that's catching on like wildfire. In fact, weekly television ratings have grown by 75% (8.4MM) since 2010.

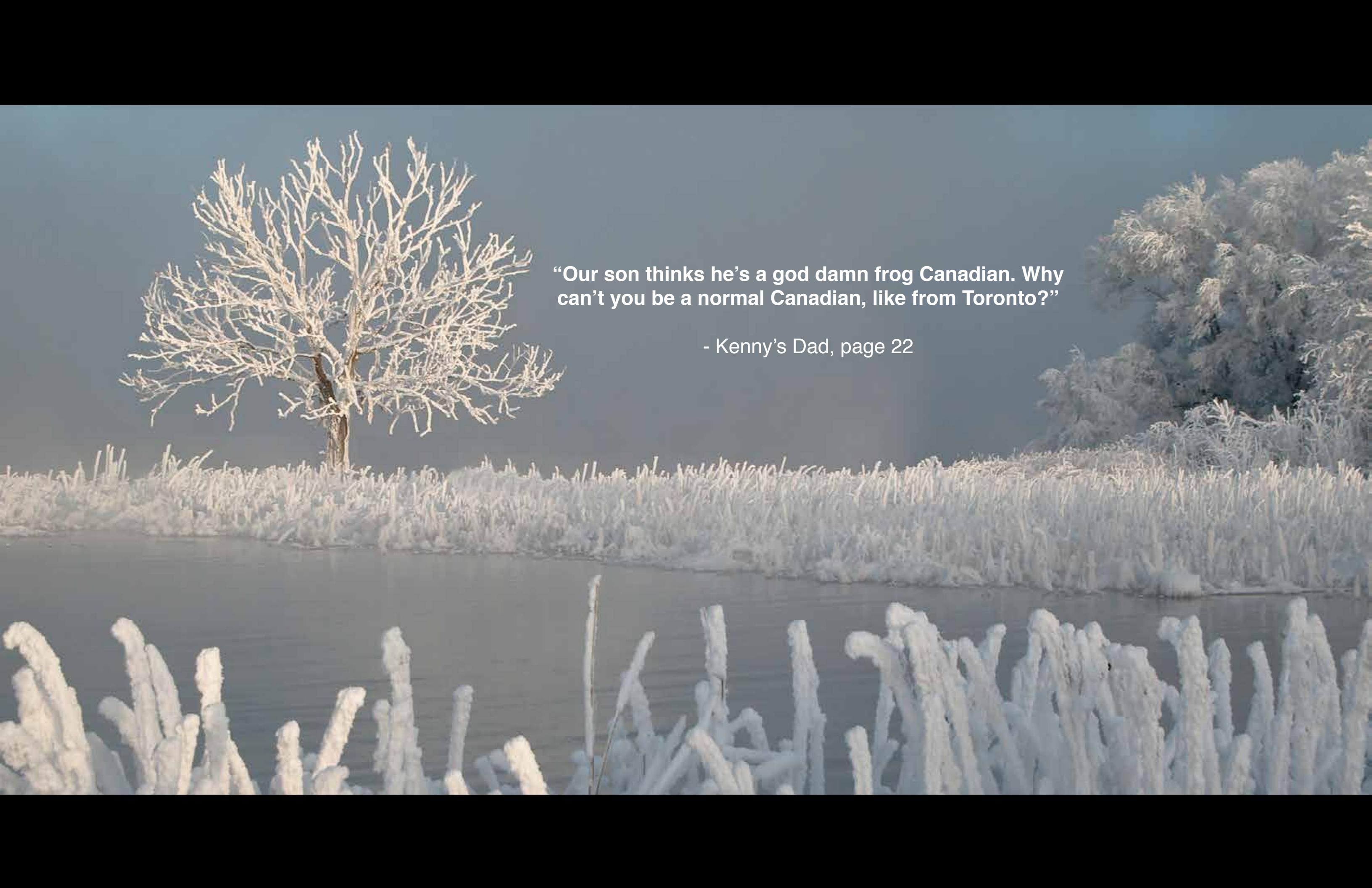
SCREENPLAY ACCOLADES



LOGLINE

Throwing Hammers is a coming of age dramedy about a disgraced junior national champion curler who is obsessed with all things Canadian. He returns to his hometown to rebuild his life, but is drawn back into his love of the sport by his best friends and childhood crush.





“Our son thinks he’s a god damn frog Canadian. Why can’t you be a normal Canadian, like from Toronto?”

- Kenny’s Dad, page 22

SYNOPSIS

THROWING HAMMERS is a celebration of that time in our lives when our goofy dumb ass friends were the center of our universe and always had our backs.

The protagonist, Kenny Stuntbeck, is a small town Wisconsin kid, who has been obsessed with curling and all things Canadian his entire life.

His challenge, besides not being Canadian, is that a previous incident during the world Junior Championship sent him home from training, back to his parent's house in Madison. With a dead end job working in his dad's ice cream and bait shop, he has no real sense of direction.

His best friends aren't much help either. When

they're not stocking shelves at a mom & pop shop, they like to spend their days drinking and ice fishing. Wenzler, the self proclaimed brains of the group, creates even larger obstacles for Kenny and company as he's always one scheme away, but a dollar short, from something big.

Kenny reunites with Maggie Brown, a promising college student, way out of his league, who he's had a crush on since the 6th grade. After all these years, Kenny musters up the courage to pursue her. Much to his surprise, she's actually into him.

After Wenzler discovers a curling tournament with a \$20,000 prize, Kenny's ragtag clan thoughtfully rally to help Kenny get back into the game. With little to no curling experience, the foursome vigorously

trains and enters into the tournament as the obvious underdog to win Kenny the money to get his life back on track.

Will they succeed or fail? Will Kenny do something stupid and screw things up with Maggie? These are all good questions that get answered through humorous, yet heartfelt story arcs that will bring audiences back to these relatable times in all of our lives.



**“It’s a game of contradictions that’s equal parts brute force and sly cunning...
Curling demands the finesse of a surgeon and the raw strength of a gladiator.”**

– Kenny, page 61



DIRECTORS STATEMENT

There aren't that many recent examples in today's cinema of male friendship, brotherhood and camaraderie that isn't wrapped in violent imagery of war or the violent fantasy of superhero comics. The current media landscape is filled with machismo bonds of dudeness based on adrenaline, bullets, and fighting. That's a shame.

When I wrote *Throwing Hammers*, I set out to tell a more realistic – and fun – story about male friendship at that awkward age between adolescence and adulthood, when the friendships of adolescence are often lost or tossed astray as one tries to figure out one's place in the world. The screenplay is semi-autobiographical in that it's loosely based on real stories and real friendships forged after I took up the ancient sport of curling.

The game is unusual in that it's a team sport with only 4 players per team – a much more intimate setting to build characters than most sports stories told about basketball, football or hockey. It's a game that's equal parts skill and strategy and

is also the only team sport that is self-regulated; there are no referees. The game is built on good sportsmanship and integrity. It is better to lose with honor than to win by cheating. (Having drinks with your opponent after the game is actually part of the rules. It's poor sportsmanship not to.)

Curling is the only sport played where you can change the trajectory of the object thrown after it's been released. Indeed, this is a ripe metaphor for life. It's often our friends and loved ones that change the trajectory of our lives.

Throwing Hammers is a well-drawn ensemble film with multi-faceted characters that harks back to the character driven films from the Golden Age of Hollywood. This quirky and often funny character-based drama has all the elements audiences crave with endearing, funny and flawed characters that remind us of ourselves as we strive to make our place in the world.

(MORE)



I'll cast young actors with a comedic sensibility for the four friends; actors with range enough to handle the gravitas of the dramatic moments, but a deft, light-handed approach for the more comedic scenes. Also, I've got Olympic and National Champion curlers on hand to train and work with the actors before they ever step on the ice.

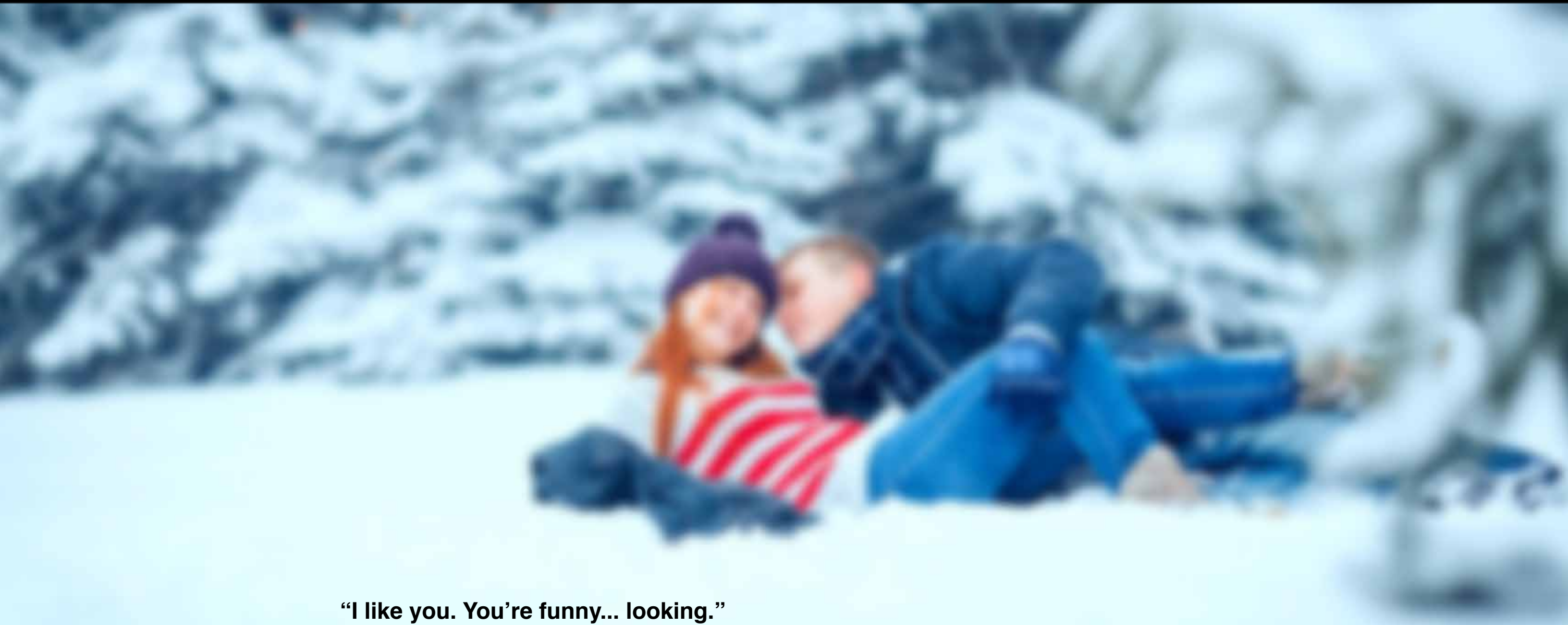
The story takes place in Madison, Wisconsin, an eclectic and progress city at the epicenter of curling in the United States. The Madison Curling Club has had members on Team USA for every Winter Olympic Games, including the United

States recent historic Gold medal in men's curling. The city is visually compelling because it's one of only two major cities in the U.S. built on an isthmus. Water and ice are in integral part of the social fabric of the community.

The friendships I've made through curling have become a bedrock of strength and joy in my life. *Throwing Hammers* is a celebration of those bonds. It's a loving tribute to the goofy things that forge friendships and a tribute to the quirky sport of curling.

Michael Graf, Director





“I like you. You’re funny... looking.”

–Maggie, page 58

CREATIVE TEAM



MICHAEL GRAF (director / writer)

Michael Graf credits his career to an Act of God. He landed his first job at Walt Disney Studios after a major earthquake struck southern California. He's been shaking things up ever since winning industry awards for just about everything he's ever written and directed.

Michael was named "Director of the Year" by Screen Magazine, was showcased on AdCritic.com's Top 10 list, has won dozens of broadcast and advertising awards including the prestigious Emmy Award and has even directed two broadcast campaigns that debuted during the Super Bowl. He has lectured on filmmaking at both Marquette University in Milwaukee and the University of Wisconsin in Madison.

He is an active and enthusiastic member of the Madison Curling Club.



BRADLEY ROSS (producer)

Bradley brings his unique mix of skills as a film editor, producer, and entrepreneur to the film industry. For over a decade he edited a wide variety of content, earning him multiple Emmy Award Nominations, most notably the 2016 Oscar / BAFTA Nominated documentary **CARTEL LAND**.

In 2014, he launched Manhattan productions, a full service production company offering a under one roof solution that streamlines production and post to enhance the creative while pushing budgets farther.

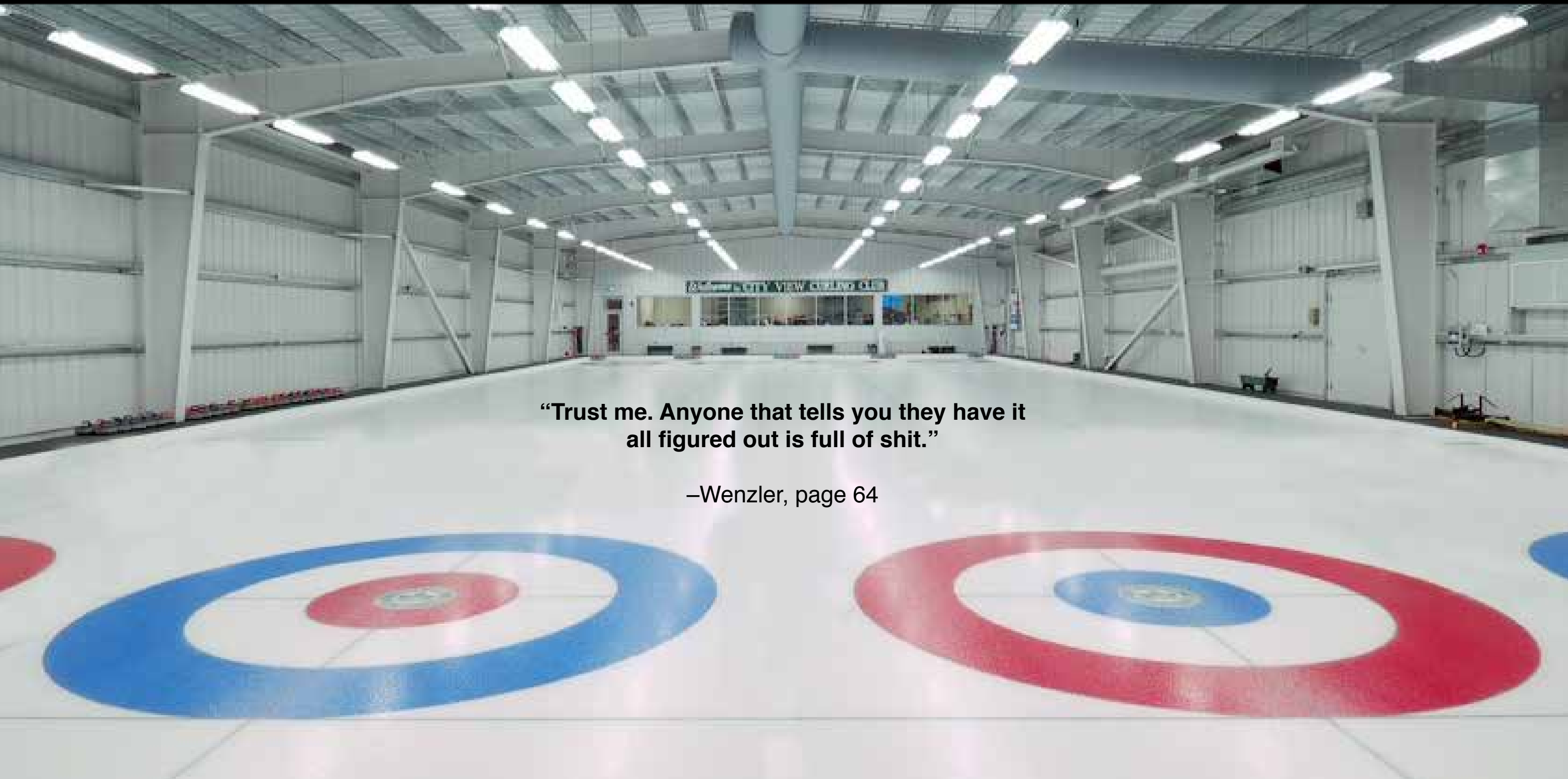
Recent long form credits include Maggie Gyllenhaal's **THE KINDERGARTEN TEACHER** (Netflix), the 2016 Tribeca film festival audience award winner, **HERE ALONE**, and the 2019 release, **CENTIGRADE** starring Genesis Rodriguez, Vincent Piazza, and Isabella Rosselini.



JOEL DIETZ (Associate Producer)

Joel is a championship curler, playing for Team USA at the 2003 World University Games and winning the 2009 Men's Club National Championship. He is the past President of the Madison Curling Club and a decorated U.S. Air Force veteran serving five overseas deployments including the Iraq Theater. He is a passionate advocate for the sport of curling and its cultural heritage.





**“Trust me. Anyone that tells you they have it
all figured out is full of shit.”**

–Wenzler, page 64



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

June 11, 2019

Madison Curling Club Board of Directors
Attn: Carol Hassemer, President
4802 Marsh Road
McFarland, WI 53558

Re: Support for Movie Production at Madison Curling Club

To Ms. Hassemer and Board of Directors:

We want to first thank you for being a great partner within the Community that is the Village of McFarland. This partnership has lasted blissfully in excess of two decades and we are excited for what is to come for a long time into the future.

The Village Board was recently presented with the premise of a movie to be based at the Madison Curling Club and centered around the sport of Curling. The movie titled *Throwing Hammers* is being written, directed, and produced through members of the club itself. We were encouraged by this project and wish to lend our support.

Keeping this film local is very important to the Village. We would like to see its filming completed in McFarland at the Madison Curling Club for the benefits that it will bring to both of our organizations for the benefit of the Community. The tourism enhancement provided by a project such as this will be well received by our local businesses.

Please ensure this project to be possible at the Madison Curling Club in McFarland to the extent you are able. If there is anything else needed from the Village, please let me know.

Sincerely,

Brad Czebotar
Village President

Cc: Matthew G. Schuenke, Village Administrator

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From the Orlando Business Journal:
<https://www.bizjournals.com/orlando/news/2014/02/10/film-industry-plays-bigger-role-in.html>

Film-induced tourism helps boost industry's economic impact, study says

Feb 10, 2014, 4:49pm EST

Looks like tourism has taken a behind-the-scenes role to help boost the economic impact of Florida's film and entertainment industry, according to a new report.

Film Florida announced Feb. 10 revised estimates of the Film & Entertainment Industry Financial Incentive Program's impact on the state's economy, now including film-induced tourism's impact on Florida businesses and tax revenues for state and local governments.

Turns out, the production incentive now has an estimated \$5.60 to \$20.50 return in state taxes for every \$1 of incentive issued, according to public accountancy and business advisory firm MNP LLP. In addition, the survey data found that 19.5 percent of all visitors to Florida said viewing a movie or television series filmed in Florida contributed to their decision to visit the Sunshine State.

“The program attracts a significant amount of entertainment projects and, in turn, Florida gains direct and indirect jobs, tax revenue and film-induced tourism dollars from the film and entertainment industry,” said Leah Sokolowsky, president of Film Florida. “And, if leveraged to its full potential, the incentive program has the ability to infuse even more capital into our state’s economy. Simply put, a long-term funding commitment and continued investment in Florida’s Film and Entertainment Industry Financial Incentive Program is an investment in Florida’s economy.”

The findings from the report are a supplement to MNP LLP’s March 2013 study that found the incentive supported 87,870 jobs, \$2.3 billion in labor income and \$7.2 billion in economic spending



Film-induced tourism has helped increase Florida's production incentive's return on investment.

across the state — both through production spending and induced tourism, the report said.

The report comes at an important time, as the recent Super Bowl Budweiser ad filmed in Winter Park is spurring more local companies to push state lawmakers to provide an additional \$200 million per year in annual tax credits for film and digital media projects between 2014-2020.

Going without the additional incentives may not just mean a fewer productions in Central Florida and the state. It may also mean the loss of talent in Central Florida, as those in the film industry leave the area or for other states with better incentive packages and more work.

Read more on Central Florida’s film industry here:

7 things you didn’t know about Orlando’s film industry

How to create a Super Bowl ad in Winter Park in two weeks

Winter Park featured in 2014 Super Bowl commercial

Megan Ribbens
Web Producer
Orlando Business Journal



May 2019

Ms. Carol Hassemer
And Members
Madison Curling Club Board of Directors
4802 Marsh Road
McFarland, WI 53558

Dear Ms. Hassemer and MCC Board,

Your club and the sport of curling are special elements of our community. Our organization has had the privilege of working with you on events you have hosted and, earlier this year, our leadership team experienced a learn-to-curl day, which was so much fun and something all of us that participated will remember for a long time!

As you know, one of your members, Michael Graf, has been working tirelessly to produce the movie, *Throwing Hammers*, which would highlight the sport of curling and, ideally shooting the film on location in Wisconsin and at your great club. We are writing to ask for your support of this exciting project!

On behalf of our board and 500+ business partners, we are enthusiastically supporting Michael's idea and, are excited what having a film featuring Madison and curling can do to bolster awareness of the sport of curling and inspire visitors from around the globe to our area.

Our work focuses on creating awareness of the Madison area as a great place to live, work and play. We are envious of other destinations that have films or TV shows that prominently feature their community and what it can mean in terms of economic impact and positive attention. There is data that indicates films featuring a destination can increase tourism by over 30%! We believe *Throwing Hammers* would generate tremendous, positive results for the Madison area – and shine a brilliant light on the fun and lifelong positive aspects on the sport of curling.

Along with other supporters of this project, we hope your club will support this project and also vote to make your space available for filming. This is a huge opportunity for us all. We know the use of the rink would be an inconvenience to your members and wish that could be avoided. At the same time, we hope you agree with us that the permission for use of your club would have a lasting, positive impact on your club, your sport and our community.

Thank you for all you do and for your consideration.

Sincerely,



Deb Archer, CDME
President & CEO

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Madison

Executive Director

George T. Tzougros

Phone (608) 266-0190

Fax (608) 267-0380

artsboard@wisconsin.gov

www.artsboard.wisconsin.gov

May 14, 2019

Michael Graf
Spot Filmworks, Ltd
104 King St # 203
Madison, WI 53703

Dear Michael,

Congratulations on all of the well-deserved awards that you have won for the "Throwing Hammers" screenplay. It is great news that you are exploring opportunities to shoot the film here in Madison. Doing so will bring authenticity to your story, visibility to curling in general and the Madison Curling Club in particular, and economic impact to Greater Madison and the State of Wisconsin.

We know that the economic impact will be significant. Wisconsinites will be hired as actors, extras, and crew members. Hotel rooms will be rented for actors and crew from out of state. Local catering services will be needed to feed everyone involved in the production. Materials will be purchased for sets, costumes, and props.

Our state is at a competitive disadvantage because it currently has no state film tax incentives. Where we can compete is with our outstanding people and unique locations, like the Madison Curling Club.

I wish you every success with "Throwing Hammers." Please do not hesitate to call on us if the Arts Board can be of service.

Sincerely,



George T. Tzougros
Executive Director



PO Box 8690, Madison, Wisconsin 53708-8690



COMMUNITY DEVELOPMENT AUTHORITY SUMMARY SHEET

MEETING DATE: Monday, June 10, 2019

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action regarding the application for Tax Increment Financing from Lakestone Properties in order to redevelop the property at 4719 Farwell Street as a mixed use residential and commercial facility (Phase 1).

PREVIOUS ACTION:

The CDA reviewed the application at its meeting on June 5, 2019 and unanimously recommended its approval.

ISSUE SUMMARY:

Included within your packet is the application for Tax Increment Financing for the first phase of the redevelopment of 4719 Farwell Street. This project was selected for implementation as part of the RFP process conducted earlier this year. The first phase of the project is for a 44 unit apartment building with commercial space along Farwell Street. A second phase will also follow that is dedicated commercial space to help take advantage of the whole site within a heavily traveled commercial corridor. Within your packet you will find the application, supplemental information, letter of interest from the bank, preliminary site plan with renderings, and the revised submittal from earlier this year as part of the RFP process.

Finally, a memo from Andrew Bremer with MSA is also included that goes over the details of the project and forecasts the fiscal impact into the future. The project as applied for here is consistent with the revised submittal within the RFP as they have continued to drill into the details of the project. It is anticipated the Developer will submit plans for rezoning and site plan approval in June for the Plan Commission to consider in July. Their intent is to finalize a Development Agreement in August so that construction can begin this Fall.

FINANCIAL/BUDGET IMPACT:

TID #5 has already purchased the land for this development. They are responsible for that debt regardless of this development. The intention of working with a Developer is to create value on the site that can be used to increase tax revenue (i.e. increment) that goes to pay back that debt. If it were just that alone, then there would be more than enough increment to cover the cost of the loan to buy the land over its term the next 20 years.

However, the Developer is also requesting an additional \$350,000 to fill the gap for the project based on project constraints discussed during the RFP process and outlined in this application. Separate from this we are also working on a grant to the WEDC to help assist the project (separate agenda item). The project will cash flow during the life of the district as well as just about the time the loan to buy the land expires. We would like to see it sooner than that but the numbers have constrained by our desire to have more commercial and less residential. With the inclusion of Phase 2, this is less of an issue as the project cash flows within the



recommended 20 year time period. The additional contribution is recommended and advisable to move the first phase forward.

VILLAGE PLAN REFERENCE:

Tax Increment District #5 Project Plan

ORDINANCE REFERENCE:

None

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. TIF Application - Gannon Site - Mixed Use - Signed
2. TIF Application - Mixed Use - Additional Information
3. Preliminary Site Plan 3-17-19
4. Letter of Interest - 44 unit with commercial
5. Farwell Street Property Redevelopment - Lakestone REVISED
6. 9361005_Lakestone TIF Incentive Phase 1 Memo_05292019

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL



1. PURPOSE

The attached policies, and associated application, have been adopted by the Village of McFarland for the purpose of guiding decisions related to requests for development incentives within Village tax increment financing (TIF) districts.

2. DISCLAIMER

The authority to make decisions regarding the use of TIF funds is vested solely in the Village Board of the Village of McFarland. This policy manual and associated application have been prepared by the Village to provide both Village Officials and applicants a consistent process and set of criteria for reviewing requests for TIF assistance. The actual amount of TIF assistance provided to a project will be determined at the discretion of the Village Board on the basis of need, risk, project characteristics, applicant qualifications and the degree to which the project meets the public objectives of the Village described in Section 3 General Objectives and Section 6 Evaluation Criteria. The Village Board reserves the right to amend or adjust these policies, and recommend any project the Village Board deems to be in the best interests of the Village of McFarland.

The Village Board also reserves the right to reject any and all applications, even those which satisfy all of the attached criteria for the use of TIF for any reason whatsoever, without regard for the viability of the project. The Village will provide the applicant with reasons for rejecting the application. Examples why a project may be rejected include but are not limited to: the Village's own capacity to fund the project, the scale of the project is too small, the project results in minimal public benefits, failure to meet one or more evaluation criteria, other existing Village, County or State funding programs are available for the proposed project, the project results in a tax exempt property, etc.

3. GENERAL OBJECTIVES FOR THE USE OF TAX INCREMENT FINANCING – DEVELOPMENT INCENTIVES

The overall objective of the program is to stimulate redevelopment of commercial, industrial, multi-family (4+ units) residential, and mixed-use properties within the boundaries of Village TIF districts. While TIF is an important and useful economic development tool, it is essential that it be used appropriately to accomplish the Village's economic development goals and objectives. A fundamental principle of tax increment financing is that it is designed to encourage development that would not otherwise occur, or would only occur to a lesser extent, "but for" the assistance provided through tax increment financing. It is the policy of the Village Board to consider the judicious use of TIF incentives for those projects that demonstrate a substantial and significant public benefit by:

- ✓ Eliminating blight, unhealthy, or unsafe conditions
- ✓ Strengthening the employment and economic base of the Village
- ✓ Increasing property values and tax revenues
- ✓ Fostering rehabilitation and conservation activities
- ✓ Installing, constructing, or reconstructing community amenities or utilities
- ✓ Implementing plans and development strategies adopted by the Village
- ✓ Implementing high-quality site and building designs and materials

4. ELIGIBLE COSTS

Allowable uses of TIF development incentives include, but are not limited to:

- ✓ Land acquisition and surveying
- ✓ Construction costs of new building and utility improvements (interior or exterior)
- ✓ Environmental audits or remediation
- ✓ Demolition of buildings and site grading to bring sites to shovel ready status
- ✓ Rehabilitation of existing structures and utilities (interior or exterior)
- ✓ Site improvements (parking, landscaping, lighting, stormwater, signage, etc.)
- ✓ Planning, legal, engineering, architectural, financing, permit costs and reasonable developer fees

5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

Applications for TIF assistance require the applicant to indicate the type of financing method they are requesting from the Village from the list of options below. The list is ordered sequentially based on the Village's preferred methods of providing TIF assistance. Applicants seeking more advantageous financing terms (e.g. Tax Increment Loan at Project Start) should be aware that the Village reserves the right to both specify which form of financing the Village will offer based on the merits of the project AND to lower the amount of TIF assistance (i.e. as the Village incurs more risk the Village reserves the right to reduce the amount of assistance below the amount requested). The Village may also consider the use of a combination of financing methods.

- Pay-As-You-Go (Developer Financed Loan): Under a pay-as-you-go incentive the applicant finances the upfront costs related to the construction project and the Village agrees to make an annual payment back to the applicant starting with the first year the Village receives taxes from the improved property (i.e. two years after project completion). The terms of the annual payment are subject to the development agreement negotiated and signed by both parties. The terms are typically represented as a percentage of the annual tax increment collected over a set period of years (e.g. 90% of the actual tax increment collect over 10 years or until the total requested financing amount has been reached).
- Traditional Loan. The Village may provide financing in the form of a loan at project start (e.g. after completion of the development agreement and within 60 days of receiving all necessary building permits). The terms of the loan (i.e. interest rate, amortization schedule, collateral) will be negotiated as part of the development agreement. The Village may also consider the use of no-interest loans or loans with forgivable payments (e.g. waiving a final payment) to provide an additional incentive to the applicant based on the merits of the proposed project. The use of future tax increments generated from the project to pay back the loan from the Village is not applicable. Examples of this type of financing are usually part of a community façade improvement revolving loan program.
- Tax Increment Loan at Occupancy. The Village may provide financing in the form of a loan at occupancy. Under this form of financing the Village provides a cash payment at the time (e.g. within 60 days) the proposed applicant completes the project (i.e. receives a building occupancy permit from the Village). The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping has been installed on the property in accordance with approved site plans. The loan is paid back through future tax increments generated from the project.
- Tax Increment Loan at Project Start. The Village may provide financing in the form of a loan at the start of a project. Under this form of financing the Village provides a cash payment at the time the project starts (e.g. after completion of the development agreement and within 60 days of receiving all necessary building permits). The Village reserves the right to stagger payments to the applicant from the time of obtaining building permits to the time of receiving a building occupancy permit based on meeting predetermined construction milestones. The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping has been installed on the property in accordance with approved site plans. The loan is paid back through future tax increments generated from the project.

Applicants are advised that the Village will require certain financial and project completion guarantees. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instruments. In addition, the Village reserves the right to require an applicant to provide copies of paid invoices demonstrating actual costs incurred and to adjust accordingly any assistance provided by the Village in proportion to the ratio of estimated to actual project costs. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

6. EVALUATION CRITERIA – DEVELOPMENT INCENTIVE QUALIFICATIONS

The following criteria and qualifications will be used by the Village to evaluate requests for development incentives. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

- ☐ Location Criteria: The proposed project must be within the boundaries of a Village TIF district at the time of approval of a development agreement.
- ☐ Ownership Criteria: The applicant must be the owner of the property or have a written agreed option to purchase the property from the current owner at the time of approval of a development agreement. Proof of property ownership will be required prior to receiving financial assistance from the Village.
- ☐ “But For” Criteria: The applicant must demonstrate to the Village’s satisfaction that “but for” the TIF assistance, the project is not feasible on the proposed site, or would occur to a lesser extent, and that the public benefits described in Section 3 General Objectives would not be achieved.
- ☐ Financial Capability Criteria: Each TIF application must include evidence that the applicant possesses the financial ability to complete and operate the project and will be liable for, or contribute equity of at least 15% of the total cost of the project. Proof of equity and private commercial lending commitment will be required prior to receiving financial assistance from the Village.
- ☐ Maximum Assistance Criteria¹: The total amount of TIF assistance in support of a project may not exceed 30% of the estimated total project costs. The Village at its discretion may include in the total percentage of project costs other costs incurred by the Village in support of bringing the subject property to shovel ready status (e.g. prior land acquisition costs, environmental remediation costs, public works costs, etc.).
- ☐ Payback Period Criteria¹: All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the Village (including applicable interest expenses) in support of the project according to the following terms:
 - ☐ For Pay-As-You-Go (Developer Financed) Agreements. Payments to the Developer shall commence with the first year in which the Village receives tax increment from the completed project and continue no longer then the year in which the TID Expenditure Period ends for the TID the subject property lies within, or until the maximum amount of assistance is reached, whichever comes first. In addition, the annual amount of tax increment applied toward retirement of the developer loan shall not exceed 90% of the actual annual amount of tax increment collected from the project.
 - ☐ For Traditional Loan agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the TID Expenditure Period ends for the TID the subject property lies within. Interest shall be charged based on current general obligation loan interest rates from the Wisconsin Board of Commissioners of Public Lands, for the applicable loan term, at the time of Village disbursement of funds, plus 0.15%.
 - ☐ For Tax Increment Loan at Occupancy agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the TID Expenditure Period ends for the TID the subject property lies within.
 - ☐ For Tax Increment Loan at Project Start agreements. Within 7 years starting with the year the loan is obtained and no longer then the year in which the TID Expenditure Period ends for the TID the subject property lies within.
- ☐ Financial/Project Assurances Criteria: The applicant must agree to provide financial and project completion guarantees to the Village. These may include, but are not limited to, assessment guarantees, letters of credit,

¹ At the Village’s discretion, the maximum amount of assistance and/or the payback period criteria may be modified for projects that demonstrate substantial merit (e.g. completion of LEED Certified Buildings, projects which lead to at least 50% of all jobs created with annual salaries (not including benefits) at or exceeding the median household income for the Village as reported by the U.S. Census, etc.).

personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument.

- ☐ Technical & Operational Capability Criteria: The applicant must provide evidence satisfactory to the Village that the applicant possesses the technical ability to complete the project or has obtained construction cost estimates from professional businesses capable of performing the work. Applicants must demonstrate that they have the ability to operate the proposed use. The Village may require applicants to submit copies of contracts with design professionals and construction contractor prior to receiving financial assistance from the Village.
- ☐ Insurance Criteria: Applicants shall furnish to the Village certificates of insurance for all insurance policies required under the development agreement prior to receiving financial assistance from the Village.
- ☐ Adherence to Local Land Use Plans Criteria: The project is consistent with the Village of McFarland Comprehensive Land Use Plan, Village Building or Zoning Ordinances, or any other applicable plans and ordinances adopted by the Village which includes the subject property.
- ☐ Adherence to TIF Project Plan Criteria: All requests for TIF assistance must clearly comply with the requirements of the Wisconsin TIF Statutes and the Village's adopted TID Project Plan applicable to the subject property.
- ☐ Creation of Tax Increment Criteria: The project will not result in a tax exempt property, aside from any remnant portions of a parcel which are specifically dedicated to the Village for public use. Applicants will be required to return any TIF assistance provided to the Village if during the terms of the development agreement the property becomes exempt from property taxes.
- ☐ Applicant in Good Standing Criteria: The applicant does not have a history of delinquent property tax payments or own any property within the Village with known zoning or building code violations.
- ☐ Absence of Conflict of Interest Criteria: The applicant is not a member of the Village Board or a Village Committee, or any other official, employee, or agent of the Village who is authorized to exercise policy decision-making functions or responsibilities in connection with the application.
- ☐ Application Criteria: A completed application, fee, and escrow have been filed with the Village Community Development Director.

7. APPLICATION PROCEDURE

Applications submitted for TIF assistance shall be reviewed through the following process:

- ☐ Initial Consultation. Applicants are encouraged to meet with the Village Administrator and Community Development Director to discuss proposed TIF assistance requests and conceptual development plans prior to submitting an application.
- ☐ Plan Commission Referral. Applicants may be referred to the Village's Plan Commission to discuss the proposed project in order to gain better insight on how to design the project to meet the Village's planning objectives and applicable zoning requirements. *Note, it is not the intent of the Plan Commission to make recommendations regarding the financing requested, only design aspects of projects.*
- ☐ Application. Application materials, including the required fee and escrow shall be submitted to the Village Community Development Director who will notify the appropriate Village Staff, Village Attorney or any other professional who provides services to the Village whom are directed by the Village Community Development Director to review the application.
- ☐ Fees and Escrow Deposit. A processing fee in the amount specified under Appendix A of the Village's Municipal Code of Ordinances must be submitted with the application. In addition, the applicant will be required to submit an escrow deposit in the amount as specified under Appendix A of the Village's Municipal Code of Ordinances

for any fees for professional services incurred by the Village related to the review of the application or development agreement.

- ☐ Preliminary Determination of Completeness. The Village Community Development Director, and other designated staff, will review the application for completeness and applicability. If the application is incomplete or if additional information is needed the applicant will be notified that the application is not complete, and the reasons will be stated referring to the specific additional information required. The applicant may then resubmit the application with additional information/modifications or may withdraw the application.
- ☐ Project Management Team Review. The Village's Project Management Team (PMT) will review the application for eligibility and complete a pro forma analysis of the project. In order to better understand the needs of the project, the applicant or staff may request a meeting(s). Review time will be approximately 30 days from the date the completed application is submitted to the Village; however, more or less time may be required for particular applications. Upon completion of staff review, the application and a supplemental staff report will be submitted to the Village's Community Development Authority.
- ☐ Community Development Authority Recommendation. Within 30 days of receiving the staff report the TIF application shall be reviewed by the Village Community Development Authority (CDA), unless a delay is requested by the applicant. The applicant will be notified of the date of the meeting(s)² in which the application is reviewed. Applicants will be required to be present at the CDA meeting to answer questions regarding the proposed project. The CDA will make a recommendation to the Village Board to approve, approve with conditions, deny the application, or table the application pending further discussion or information by the applicant.
- ☐ Village Board Preliminary Approval. The application will be reviewed by the Village Board at its next scheduled meeting following action by the CDA. The applicant will be notified of the date of Village Board meeting(s)² in which the application is reviewed. Applicants will be required to be present at the Village Board meeting to answer questions regarding the proposed project. The Village Board at their discretion may refer the matter to another Village committee for recommendation or may hold a public hearing. The Village Board may approve, approve with conditions, deny the application, or table the application pending further discussion or information by the applicant. *Note, at this stage in the process the Village Board may make a determination as to whether to provide TIF assistance, a maximum amount of assistance, the form of incentives, and required assurances. These decision points will provide parameters for Village Staff and the applicant to negotiate a draft Development Agreement for future consideration by the Village Board.*
- ☐ Draft Development Agreement. Upon preliminary approval of the TIF Application by the Village Board, Village Staff shall create a draft Development Agreement based on the direction provided by Village Board. The draft Development Agreement will be reviewed with the applicant. The Development Agreement will describe the obligations of both the Village and the applicant, and the terms and conditions of TIF assistance.
- ☐ Village Board Final Approval. The Development Agreement will be reviewed by the Village Board. The applicant will be notified of the date of Village Board meeting(s)² in which the Development Agreement is reviewed. Applicants will be required to be present at the Village Board meeting to answer questions regarding the proposed Development Agreement. The Village Board may approve, approve with conditions, deny the Development Agreement, or table action pending further discussion or information by the applicant. *Note, the applicant shall also be responsible for submitting other documentation in order to gain required zoning or building permit approvals.*
- ☐ Expiration. Approved TIF applications shall become void if after six months (6) from the date of approval the applicant and Village have not executed the Development Agreement, unless both parties agree to an extension.

² The CDA and/or Village Board may meet in closed session, pursuant to Wisconsin statutes, to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss the TIF application or Development Agreement.

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



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

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

A. APPLICANT INFORMATION

Project Name: TBD

Applicant: Lakestone Properties

Mailing Address: 5910 Main Street, Suite 1, McFarland, WI 53558

Primary Contact: Brian Spanos

Telephone: 608-838-1800

Email: _____

Fax: _____

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation

☒ LLC

☐ Partnership

☐ Other: _____

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

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

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

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

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

Name	Title/Company	Email	Phone #
Brian Stoddard	Knothe & Bruce	bstoddard@knothebruce.com	
Ryan Quam	Quam Engineering	rquam@quamengineering.com	
Mike Montalto	Montalto & Assoc.	mikemontalto2006@yahoo.com	

B. PROPERTY INFORMATION

Parcel(s) Address: 4719 Farwell Street
 Parcel(s) Tax Number: 0610-032-7001-4; 0610-032-7012-1; 0610-032-7023-8

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

If no, current owner is: Village of McFarland

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

documentation and note the expiration date here: _____

Total Lot Size: 99,491 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

If yes, indicate Total Building Size Approx 6,500 sq.ft.

Most recent property assessment (PA):

\$ see attached Land \$ see attached Improvements \$ see attached Total

Existing Uses: Office / Land

Existing Zoning: Other

Existing Uses, Adjacent Parcels: _____ N _____ S _____ E _____ W

Existing Zoning, Adjacent Parcels: _____ N _____ S _____ E _____ W

Will a zoning change be requested? ☐ No ☒ Yes

If yes, indicate new zoning Planned Development

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

Existing Mortgage Holder: N/A

Contact Person & Phone Number: N/A

Does the property have any existing tax delinquencies, zoning or building violations? ☒ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

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

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

See attached

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

See attached

Current annual revenue: \$ _____ Estimated annual revenue: \$ _____

Current annual expenses: \$ _____ Estimated annual expenses: \$ _____

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

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

Describe the project schedule.

Final Plan/Specification Preparation Date: see attached

Preliminary Construction Start Date: see attached

Preliminary Construction Completion Date: see attached

Date Occupied or Opened: see attached

Number of principal buildings and estimated square footage: Mixed Use Building = 50,732 sq ft

Estimated equalized assessed valuation after project completion (EAV)

\$ see attached Land \$ see attached Improvements \$ see attached Total

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

Pre-improvements: \$ See attached PA x _____ Mill Rate = \$ _____ Total (A)

Post-improvements: \$ See attached PA x _____ Mill Rate = \$ _____ Total (B)

Additional increment (B-A) = \$ See attached

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

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

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

☒ No ☐ Yes

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

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

See attached

Who will own and operate the developed property? Lakestone Properties & Management LLC

Do similar businesses/uses already exist in McFarland?

☐ No ☒ Yes, If yes, indicate There are other multi-tenant residential buildings in the Village

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

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

\$0-\$19,000

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

\$20,000-\$39,000

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

\$40,000-\$59,000

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

\$60,000+

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

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

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

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

☐ No ☐ Yes

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

See attached

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

See attached

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

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

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition	\$1.00	Equity / TIF / Loan
Environmental testing/remediation	\$8,000	Equity / TIF / Loan
Demolition	\$65,000	Equity / TIF / Loan
Construction of new building(s)	\$5,459,920	Equity / TIF / Loan
Site Improvements	\$275,000	Equity / TIF / Loan
Renovation of existing structures	\$0.00	Equity / TIF / Loan
Cost of installation of machinery/equipment	\$0.00	Equity / TIF / Loan
Architectural/Engineering fees	\$146,700	Equity / TIF / Loan
Legal & other professional fees	\$12,500	Equity / TIF / Loan
Permit fees	\$255,000	Equity / TIF / Loan
Financing fees	\$97,802	Equity / TIF / Loan
Developer fees	\$322,963	Equity / TIF / Loan
Other (please specify)	\$31,000	Equity / TIF / Loan
Total Project Costs	\$6,674,008	

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

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	\$350,000	5.24 %
Equity	\$734,801	11.01 %
Loans	\$5,339,207	80.00 %
Grants	\$250,000	3.75 %
Other (please specify)		%
Total Project Costs	\$6,674,008	100.0 %

Lender for Project if in addition to the Village: Lender is TBD - Attached is a Letter of Interest from McFarland State Bank

Officer **Dan Carey** Phone **608-838-5040** Email _____

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

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

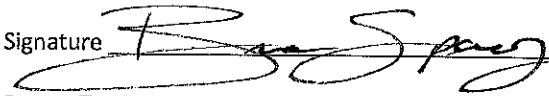
I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs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

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

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

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

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

Applicant Brian Spanos - Lakestone Properties Title Partner
 Signature  Date 4/30/19

Return To:

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

TIF Application – Lakestone Properties

Phase I – Gannon Land

Project Description

- The project site currently consists of two vacant parcels and a third parcel with a one-story commercial building. Phase I of the development proposes to deconstruct the existing ~6,500 square foot commercial building and construct a mixed-use building consisting of 47 apartments and 2,672 square feet of commercial space. Phase II is a single story 12,000 square foot commercial building.

Sustainability / Green Design

- Building envelope will be designed to be compliant with the 2015 International Energy Conservation Code and current Wisconsin State Energy Code
- LED lighting throughout
- Energy star appliances
- High efficiency heating and cooling units
- Project is located on an infill lot in an established neighborhood
- Project is located on a bike route
- Project is located within walking distance of shopping and restaurants
- On-site commercial uses are included in project
- Windows will be Energy Star or have a U value of less than 0.30
- Occupancy sensors used in parking garage and common spaces
- Recycled content carpet pad used
- Energy Star bath fans used
- GreenGard or equivalent certified low formaldehyde insulation used
- Low V.O.C. paints and primers used

Project Schedule

- Mixed-Use Building
 - Timing is based on the approval process. Construction would either start in the Fall of 2019 or Spring of 2020
 - Timeline for construction is 12 months

Estimated Incremental Property Taxes

- Pre-Improvements
 - Value = \$725,500
 - Taxes = \$14,854

- Post-Improvements
 - Total Value = \$4,605,000
 - Total Taxes (Estimated) = \$94,816

Proposed tenants of the project

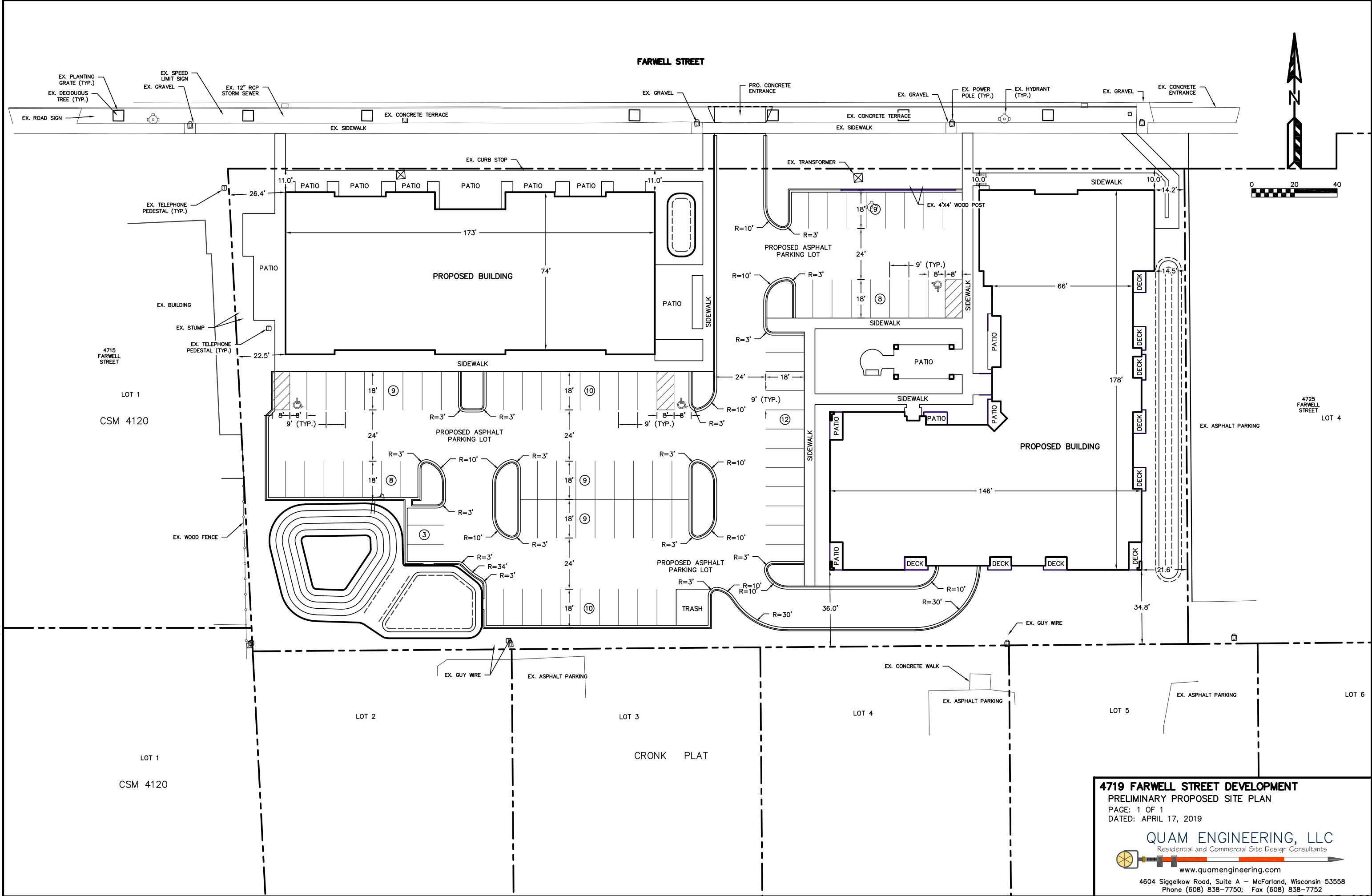
- Apartments shall be marketed towards residents over 55 years old. The commercial space will be marketed towards office and service businesses.

Community Involvement

- Lakestone has been a long-time business member of the McFarland community and has contributed to the Chamber of Commerce, McFarland Education Foundation, McFarland Athletics, and many more local groups and charities.

TIF Request

- The overall costs of construction, poor soil conditions, and extensive site improvements have resulted in a non-performing project that needs tax incremental financing assistance to create a viable development. The TIF request for Phase I is \$350,000.
- Some of the public benefits of this project include;
 - Development of an infill site
 - Increased real estate tax revenue
 - A project consistent with the goals and objectives of the Village
 - Additional homes for residents in the Farwell corridor that will support local businesses
 - A location for new and existing businesses to grow in the Village



4719 FARWELL STREET DEVELOPMENT

PRELIMINARY PROPOSED SITE PLAN

PAGE: 1 OF 1

DATED: APRIL 17, 2019

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



www.quamengineering.com

4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752



Farwell Street, McFarland, WI - RFP
 Street View 2
 February 25, 2019



Farwell Street, McFarland, WI - RFP
 Street View 1
 February 25, 2019



Community Banking Since 1904

April 2nd, 2019

Brian Spanos & Brett Riemen
Lakestone Properties & Management
5910 Main St.
McFarland, WI 53558

Re: Lakestone Properties' Farwell St. 44 unit w/ 2,700 SF commercial space (former "Gannon" property)

To whom this may concern,

McFarland State Bank ("the Bank") is pleased to express its continuing interest in the above referenced development project. This letter is not intended to serve as a commitment to lend on the Bank's part, but is intended to serve as a letter of interest in financing the proposed project, with a guideline of a loan structure that would be considered by the Bank. The following is an outline of the general financing structure for the proposed project:

1. Loan amount not to exceed 80% of the total costs of the project or appraised value, whichever is less.
2. A pro-forma cash flow on the property evidencing a 1.20X debt service coverage ratio
3. Required debt service to be based upon a 25 year amortization schedule

The Bank will now await the Village of McFarland's project approvals with a finalized Developer's Agreement. From there, we can proceed with ordering an appraisal on the property. The TIF commitment remains a critical component in viability of the project moving forward.

If you have any questions, please call me at 608-838-5040. We appreciate the opportunity and look forward to proceeding with the loan transaction.

Sincerely,

Dan Carey
Assistant Vice President Commercial Lending
McFarland State Bank
608-838-5040

McFarland • Stoughton • Sun Prairie

McFarland Corporate Office: 5990 US Highway 51, PO Box 7 • McFarland, WI 53558
Office: 608.838.3141 • Fax: 608.838.4450

www.msbonline.com

Member
FDIC



NMLS# 596586

Page 90 of 200

Revised RFP Farwell Street Project

Due to the reduction of allowable affordable housing units in the revised RFP and the elimination of them in the updated proposal, our partner Movin' Out will no longer be a developing partner in this project. However, Lakestone properties and Movin' Out will continue to seek alternative projects in the Village of McFarland to meet the needs of residents.

Lakestone Properties has listened to feedback from the CDA and community residents. The goal of this revised RFP is to respond to these comments and develop a project that will meet these needs and be financially feasible. We would like to also note that the unit mix and target residents for this site is not set in stone. It would be important for the team to work side-by-side with civic leaders and neighborhood organizations to engage in a planning process the ensure needs and goals of the community are met.

3 – Conceptual Proposal of Project

a. Narrative Description & Project Type

The project site currently consists of two vacant parcels and a third parcel with a one-story commercial building. The development proposes to deconstruct the existing ~6,500 SF commercial building and construct a mixed-use building (44 apartments and 2,696 square feet of commercial space) and a commercial building consisting of 12,116 square feet.

The 44 units of will be market rate apartments and we are flexible to develop either senior housing or non-age restricted housing and will continue to research the market and welcome feedback from the community and civic leaders.

Below is a breakout of the unit mix:

Bedrooms	Number of Units
Studio	12
1	16
2	16
Total	44

The mixed-use building will be three stories in height with a significant portion of the building pushed back from Farwell Street to reduce the perceived building mass leaving the façade elements up on the street to convey a commercial feel. The building facades are well articulated and activate the street level with multiple potential entries to the commercial spaces with the multifamily entry located back from Farwell. The commercial building will be one story with multiple exterior areas that maximize utilization of outdoor space.

The exterior materials will be a combination of masonry and fiber-cement siding. A central outdoor gathering area that includes a pavilion, seating areas, grills, and landscape planters will be available for the apartment residents. Each apartment would also have an individual patio or deck. Common residential amenities include an exercise room and community room.

Vehicular access is provided by one central driveway that serves both the commercial and residential buildings. Pedestrian access and on-street parking have been enhanced by recent street improvements to Farwell. Based on parking needs during and after business hours, we feel the site has adequate parking for both the residential residents and commercial customers. The type of commercial tenant will dictate demand for those spaces.

b. Land Use and Anticipated Zoning Classification

The existing site is zoned C-G (General Commercial). To accommodate the proposed development, the existing C-G zoning district would be rezoned to Planned Development. C-G zoning surrounds the property with the exception of R-3 zoning adjacent to the south. This project generally fits into the bulk standards for C-G zoning with the exception for density and parking (parking exception subject to commercial uses).

The redevelopment proposes the deconstruction of the one-story commercial structure. The existing one-story commercial building and parking lot are not consistent with the City plans and redevelopment of that site is a component in the redevelopment of Farwell Street.

c. Occupancy

We would like to also note that the unit mix and target resident for this site is not set in stone. It would be important for the team to work side-by-side with civic leaders and neighborhood organizations to engage in a planning process the ensure needs and goals of the community are met.

d. Ownership

Lakestone Properties would be 100% owner of the development.

e. Management

Lakestone Properties would manage the residential and commercial buildings.

4 - Finance

Financing

Lakestone Properties will be funding both buildings with private equity and financing with a local community bank.

Projected Sources & Uses:

Residential Building

Sources		Uses	
First Mortgage	\$4,584,559	Acquisition	\$1
Equity	\$669,414	Hard Construction Costs	\$5,025,040
Gap Equity	\$700,000	Soft Costs	\$928,932
Total	\$5,953,973	Total	\$5,953,973

Commercial Building

Sources		Uses	
First Mortgage	\$1,650,632	Acquisition	\$1
Equity	\$300,211	Hard Construction Costs	\$1,800,000
Gap Equity	\$250,000	Soft Costs	\$400,842
Total	\$2,200,843	Total	\$2,200,843

6 – Development Schedule

Proposed general development schedule:

Residential Building – 44 Unit Market Rate Residential and 2,696 square feet of Commercial

Real Estate-Option/Contract	4/1/19
Negotiate Developer's Agreement	4/1/19 – 5/31/19
Zoning Approval	4/1/19 – 5/31/19
Final Design and Construction Drawing Preparation	4/1/19 – 7/31/19
Final selection of Lender	7/1/2019
Site Acquisition/Closing	8/1/2019
Select construction vendor and Submit Plans for State Review	8/1/19 – 8/31/19
Issuance of Building Permit	9/1/19
Construction Start Date	9/1/19
Construction Completion	8/31/20
Lease Up Period	9/1/20 – 1/31/21

Commercial Building – 12,116 square feet of Commercial (Schedule subject to change based on lease-up)

Real Estate-Option/Contract	4/1/19
Negotiate Developer's Agreement	4/1/19 – 5/31/19
Zoning Approval	4/1/19 – 5/31/19
Final selection of Lender	7/1/2019
Site Acquisition/Closing	8/1/2019
These dates are based on securing Letter of Intent with at least 60% of the commercial space by 8/1/19.	
Final Design and Construction Drawing Preparation	8/1/19 – 11/30/19
Bid Project and Submit Plans for State Review	11/1/19 – 1/31/19
Closing on construction loan for Phase 2	2/1/20
Issuance of Building Permit and Final Selection of vendors	2/1/20 – 3/1/20
Construction Start Date	3/1/20
Construction Completion	11/1/20
Additional lease Up Period	11/1/20 – 12/31/21

7 – Concept Design



Farwell Street, McFarland, WI - RFP
 Street View 2
 February 25, 2019



Farwell Street, McFarland, WI - RFP
 Street View 1
 February 25, 2019

8 – Preliminary Proforma

a. Operating costs by phase

This project will be built in two phases and the operating costs are in the attached spreadsheet with a breakdown of expenses. Assumptions for the residential building are based on the following recent residential projects by Lakestone Properties.

- 38-unit apartment completed in McFarland in 2016
- 61-unit apartment completed in Oregon in 2018
- 40-unit apartment completed in Mt Horeb in 2018
- 40-unit apartment under construction in Stoughton 2019

Assumptions for the commercial building are based on recently developed retail buildings in Dane County as well as a retail center that Lakestone Property owns listed below.

- Crawford Landing retail center located at 115 E Broadway Monona WI. This is a \$2,500,000 retail center which includes restaurants, full-service salon, office and general retailers.

b. Anticipated sources and timing of capital investment

Residential Building (44 Residential units and 2,696 square feet of commercial)

The total estimated cost of this project will be \$5,953,973. The loan amount will be approximately \$4,584,559 based on a 77% loan to value.

Commercial Building (12,116 square feet of commercial space)

The total estimated cost of this project will be \$2,200,843. The loan amount will be approximately \$1,650,632 based on a 75% loan to value.

Lakestone Properties will be funding both buildings with private equity and financing with a local community bank.

c. Anticipated number of jobs created/retained

The construction of the building will take place over a 15-month period (based on the assumption in the development schedule) and will create jobs for trades involved in the building process. An estimated 30 – 50 new jobs will be created through the new commercial space. The goal of the commercial building is to bring new businesses as well as provide expansion opportunities for existing businesses in the Village.

d. Estimated value at full buildout.

The completed stabilized value of the residential building is estimated to be \$4,151,120.

The completed stabilized value of the commercial building is estimated to be \$1,151,020.

5 Year Proforma - Residential Building

Year :	1	2	3	4	5
Potential Rental Income	613,932	620,071	626,272	632,535	638,860
+Other Income affected by vacancy	4,200	4,242	4,284	4,327	4,371
Vacancy & Credit Losses	30,907	31,216	31,528	31,843	32,162
=Effective Rental Income	587,225	593,098	599,029	605,019	611,069
+Other Income not affected by vacancy					
=Gross Operating Income	587,225	593,098	599,029	605,019	611,069
-Operating Expenses	208,009	212,169	216,412	220,740	225,155
=NET OPERATING INCOME	379,217	380,929	382,617	384,279	385,914
-Interest - 1st Mortgage	227,081	222,245	217,161	211,817	206,200
-Interest - 2nd Mortgage					
-Cost Recovery - Improvements	194,838	194,838	194,838	194,838	194,838
-Cost Recovery - Personal Property	25,518	25,518	25,518	25,518	25,518
=Real Estate Taxable Income	(68,220)	(61,672)	(54,901)	(47,895)	(40,642)
Tax Liability (Savings) at 35.0%	(23,877)	(21,585)	(19,215)	(16,763)	(14,225)

Cash Flow

NET OPERATING INCOME (Line 8)	379,217	380,929	382,617	384,279	385,914
-Annual Debt Service	321,611	321,611	321,611	321,611	321,611
-Reserves for Replacements					
=CASH FLOW BEFORE TAXES	57,606	59,318	61,006	62,668	64,303
Cash on Cash Return	8.6%	8.9%	9.1%	9.4%	9.6%

5 year Proforma - Commercial Building

Year :	1	2	3	4	5
Potential Rental Income	190,440	192,344	194,268	196,211	198,173
+Other Income affected by vacancy					
Vacancy & Credit Losses	28,566	28,852	29,140	29,432	29,726
=Effective Rental Income	161,874	163,493	165,128	166,779	168,447
+Other Income not affected by vacancy					
=Gross Operating Income	161,874	163,493	165,128	166,779	168,447
-Operating Expenses	15,000	15,300	15,606	15,918	16,236
=NET OPERATING INCOME	146,874	148,193	149,522	150,861	152,210
-Interest - 1st Mortgage	81,759	80,017	78,187	76,263	74,241
-Interest - 2nd Mortgage					
-Cost Recovery - Improvements	72,020	72,020	72,020	72,020	72,020
-Cost Recovery - Personal Property	9,432	9,432	9,432	9,432	9,432
=Real Estate Taxable Income	(16,337)	(13,277)	(10,117)	(6,854)	(3,482)
Tax Liability (Savings) at 35.0%	(5,718)	(4,647)	(3,541)	(2,399)	(1,219)

Cash Flow

NET OPERATING INCOME (Line 8)	146,874	148,193	149,522	150,861	152,210
-Annual Debt Service	115,793	115,793	115,793	115,793	115,793
-Reserves for Replacements					
=CASH FLOW BEFORE TAXES	31,081	32,400	33,729	35,068	36,417
Cash on Cash Return	10.4%	10.8%	11.2%	11.7%	12.1%

To: Matt Schuenke, McFarland Village Administrator
Pauline Boness, McFarland Community Development Director

From: Andrew Bremer, AICP, Senior Planner

Subject: Lakestone LLC – Analysis of TIF Development Incentives Request – Phase 1

Date: May 29, 2019

The Village requested MSA provide a review of the TIF Development Incentive Application it received for redevelopment of the former Gannon properties (4719-4723 Farwell Street) in TID #5 from Lakestone Properties LLC. Specifically the Village has requested a review of the application for compliance with the Village adopted TIF Development Incentives Policy Manual and a proforma analysis of the project and its impact on TID #5. Highlights of the applications are summarized below. The development site is 2.3 acres in size with a current assessed value of \$0 and a base value at the time of creation of TID #5 of \$725,000.

Phase 1 Development:

- Type of Development: 3-Story Mixed Use, 47-Unit Multi-Family Apartment with 2,672 S.F. of ground floor commercial along Farwell Street with underground parking
- Date of Completion: Fall of 2019 or Spring of 2020
- Estimated Post Improvement Property Assessment Value per Applicant: \$4,605,000
- Total Construction Costs: \$6,674,008
- Ratio of Post Project Assessment Value to Total Construction Costs: 69%
- TIF Request: \$350,000 + \$250,000 WEDC CDI Grant
- TIF Request Percent of Project Costs: 5.2%
- Requested Form of Payment: Tax Increment Loan at Occupancy

Phase 1 construction costs also includes demolition of the existing structure on 4719 Farwell Street. At this time the Applicant is not requesting TIF incentives for Phase 2 as the timeline for construction of this development is to be determined based on the ability to obtain private lending through a pre-lease requirement of 60% of the total rentable square footage of the building. Preliminary information regarding Phase 2 follows.

Phase 2 Development:

- Type of Development: 1-Story, 12,116 S.F. Commercial
- Date of Completion: TBD (2020 or later)
- Estimated Post Improvement Property Assessment Value: \$5,756,020 (including Phase 1)
- Total Construction Costs: \$2,200,843
- Ratio of Post Project Assessment Value to Total Construction Costs: 65% (including Phase 1)
- TIF Request: TBD (preliminary indication is \$200,000)
- TIF Request Percent of Project Costs: 9% (6.2% including Phase 1)
- Requested Form of Payment: TBD (likely Tax Increment Loan at Occupancy)

Section 1. Consistency with the Village's Adopted TIF Development Incentives Policy Manual

In 2017 the Village Board adopted a Policy Manual and Application to guide the submittal, review, and approval of future requests for development incentives in Village TIF districts. Section 6 of the policy manual includes 15 Evaluation Criteria. The criteria are summarized below including MSA's opinion regarding whether the criteria have been met. Where in MSA's opinion a criterion has not been met, or can't be determined at this time, comments are provided.

- ✓ Location Criteria: The proposed project must be within the boundaries of a Village TIF district at the time of approval of a development agreement.

Comment: The development site is within the boundaries of TID #5, adopted December 11, 2017.

- ✓ Ownership Criteria: The applicant must be the owner of the property or have a written agreed option to purchase the property from the current owner at the time of approval of a development agreement. Proof of property ownership will be required prior to receiving financial assistance from the Village.

Comment: As part of the project the Village would sell to the Applicant the development site for \$1 as an additional development incentive. The terms of this sale would be included as part of a development agreement for this project.

- ✓ "But For" Criteria: The applicant must demonstrate to the Village's satisfaction that "but for" the TIF assistance, the project is not feasible on the proposed site, or would occur to a lesser extent, and that the public benefits described in Section 3 General Objectives would not be achieved.

Comment: The Applicant has indicated that public financing is required to overcome overall costs of construction, poor soil conditions, and extensive site improvements. In addition, the applicant has submitted a letter of interest from McFarland State Bank indicating their interest in the project and that TIF commitment remains a critical component in lending viability. In addition, the development would meet the General Objectives of the TIF Policy Manual by eliminating blight, strengthening the employment and economic base of the Village, and increasing property values and tax revenues.

- ☐ Financial Capability Criteria: Each TIF application must include evidence that the applicant possesses the financial ability to complete and operate the project and will be liable for, or contribute equity of at least 15% of the total cost of the project. Proof of equity and private commercial lending commitment will be required prior to receiving financial assistance from the Village.

Comment. The Applicant as indicated equity contributions for Phase 1 of \$734,801 (11% of total project costs). The gap between the estimated and required equity contribution is proposed to be made up through a WEDC CDI grant of \$250,000. The Village has had preliminary discussions with WEDC staff regarding the project and received a preliminary favorable indication of support; however, official funding approval has not been obtained to date. The Village anticipates submittal of an application by July 1st. A contingency plan will need to be discussed with the Applicant & Village if WEDC funding is not provided.

In addition, the applicant has submitted a letter of interest from McFarland State Bank indicating their interest in the project and that TIF commitment remains a critical component in lending viability. However at this time a formal commercial lending commitment has not been provided to verify private lending and equity contributions. These items should be provided prior to approval of a development agreement to satisfy this criterion.

- Maximum Assistance Criteria¹: The total amount of TIF assistance in support of a project may not exceed 20% of the estimated total project costs for Tax Increment Loans at Occupancy. The Village at its discretion may include in the total percentage of project costs other costs incurred by the Village in support of bringing the subject property to shovel ready status (e.g. prior land acquisition costs, environmental remediation costs, public works costs, etc.).

Comment. The TIF request equals 5.24% of the Applicant's Phase 1 project costs. If the Village's total debt service to acquire the development site is included, the amount of TIF assistance is 27.1% of the Applicant's Phase 1 project costs, and a projected 23% of the Applicant's Phase 1 & 2 project costs.

- ✓ Payback Period Criteria: All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the Village (including applicable interest expenses) in support of the project according to the following terms:

- ✓ For Tax Increment Loan at Occupancy Agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the applicable TID terminates.

Comment. Section 2 of this memo contains a proforma analysis for Phases 1 and 2. Excluding the Village's debt service to acquire the development site, the amount of tax increment generated from the Phase 1 development would be sufficient to payback the TIF assistance provided by the Village within five years. Including the Village's debt service to acquire the development site, Phase 1 is projected to generate sufficient tax increment to payback all Village costs the year the TID terminates. Refer to the comments below each table for additional details.

- ✓ Financial/Project Assurances Criteria: The applicant must agree to provide financial and project completion guarantees to the Village. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument.

Comment. The Applicant has previously provided an assessment guarantee as part of the TIF agreement for the Farwell Place development and understands a similar form of financial/project assurances would be required as part of a development agreement for this project.

- ✓ Technical & Operational Capability Criteria: The applicant must provide evidence satisfactory to the Village that the applicant possesses the technical ability to complete the project or has obtained construction cost estimates from professional businesses capable of performing the work. Applicants must demonstrate that they have the ability to operate the proposed use. The Village may require applicants to submit copies of contracts with design professionals and construction contractor prior to receiving financial assistance from the Village.

Comment. Lakestone Properties has completed two development projects in McFarland in the last 3 years. These include 22 units located at Preston Place in McFarland and a 38-unit market rate building located at 5020 Farwell Street.

- ✓ Insurance Criteria: Applicants shall furnish to the Village certificates of insurance for all insurance policies required under the development agreement prior to receiving financial assistance from the Village.

Comment. This criterion would be incorporated and agreed to in any eventual development agreement.

- ✓ Adherence to Local Land Use Plans Criteria: The project is consistent with the Village of McFarland Comprehensive Land Use Plan, Village Building or Zoning Ordinances, or any other applicable plans and ordinances adopted by the Village which includes the subject property.

Comment. The development site is currently zoned C-G General Commercial. As part of the development approval the Applicant will be seeking a rezone and approval of a Planned Unit Development. The Village's Comprehensive Plan Future Land Use Map identifies the development site as Mixed-Use/Flex Commercial, which includes areas appropriate for a mix or option of commercial, multiple family residential, institutional, and/or open space uses. In addition, Map 8 of the Comprehensive Plan ('Main Street' Vision) identifies the development site as an investment area for mixed and commercial development of vacant lands; restaurants and shopping to serve locals and visitors; senior & family housing close to shopping, schools & recreation; improved business facades, landscaping and site/parking layout-complementing public streetscape enhancements. Other development approvals will include state building plans and erosion control by the WDNR.

- ✓ Adherence to TIF Project Plan Criteria: All requests for TIF assistance must clearly comply with the requirements of the Wisconsin TIF Statutes and the Village's adopted TID Project Plan applicable to the subject property.

Comment. Development Incentives is an approved expenditures within the TID #5 Project Plan provided a development agreement is approved.

- ✓ Creation of Tax Increment Criteria: The project will not result in a tax exempt property, aside from any remnant portions of a parcel which are specifically dedicated to the Village for public use. Applicants will be required to return any TIF assistance provided to the Village if during the terms of the development agreement the property becomes exempt from property taxes.
- ✓ Applicant in Good Standing Criteria: The applicant does not have a history of delinquent property tax payments or own any property within the Village with known zoning or building code violations.
- ✓ Absence of Conflict of Interest Criteria: The applicant is not a member of the Village Board or a Village Committee, or any other official, employee, or agent of the Village who is authorized to exercise policy decision-making functions or responsibilities in connection with the application.
- ✓ Application Criteria: A completed application, fee, and escrow have been filed with the Village Community Development Director.

Comments: Some minor comments related to the application.

- Page 2, existing zoning is C-G General Commercial, not Other.
- Page 3, no estimated annual revenues and expenses listed. In February the Applicant submitted an update to their original Proposal for Farwell Street Property Redevelopment (dated November 1, 2018). The February submittal included, among other items, a proforma for the project. An update to this proforma has not been submitted to date, although there has been minimal change to the development plans.
- Page 7 of the application includes \$31,000 in other expenses but no description is provided.
- Several portions of the application state "see attached". The Applicant submitted an additional two page narrative with the TIF application.

Section 2. TIF Proforma Analysis

Lakestone Redevelopment Proforma - Mixed Use Building Only											L	M	N	O	P
Village of McFarland	TID #5														
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
IMPROV. DURING YEAR	BEGINNING OF YEAR VALUE	EST. GROWTH IN VALUE FROM NEW DEVELOP. ¹	CUMULATIVE VALUE	INFLATION INCREMENT ²	END OF YEAR VALUE	TAX INCREMENT VALUE	TAX VALUE YEAR	TAX RATE ³ \$1,000	TAX INCREMENT COLLECTED	TAX COLLECTION YEAR	VILLAGE ACQ LOAN PAYMENTS ⁴	VILLAGE DEV LOAN PAYMENTS ⁵	ANNUAL CASH FLOW TO THE TID	CUMULATIVE TID FUND BALANCE	PAYMENT YEAR
2018	\$725,500	\$0	\$725,500	\$0	\$725,500	\$0	2019	\$20.59	\$0	2020	\$55,552	\$0	(\$55,552)	(\$55,552)	2020
2019	\$725,500	\$1,577,000	\$2,302,500	\$0	\$2,302,500	\$1,577,000	2020	\$20.59	\$32,470	2021	\$78,028	\$35,000	(\$80,558)	(\$136,109)	2021
2020	\$2,302,500	\$2,302,500	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2021	\$20.59	\$79,878	2022	\$78,028	\$35,000	(\$33,150)	(\$169,259)	2022
2021	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2022	\$20.59	\$79,878	2023	\$78,028	\$35,000	(\$33,150)	(\$202,409)	2023
2022	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2023	\$20.59	\$79,878	2024	\$78,028	\$35,000	(\$33,150)	(\$235,558)	2024
2023	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2024	\$20.59	\$79,878	2025	\$78,028	\$35,000	(\$33,150)	(\$268,708)	2025
2024	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2025	\$20.59	\$79,878	2026	\$78,028	\$35,000	(\$33,150)	(\$301,858)	2026
2025	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2026	\$20.59	\$79,878	2027	\$78,028	\$35,000	(\$33,150)	(\$335,007)	2027
2026	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2027	\$20.59	\$79,878	2028	\$78,028	\$35,000	(\$33,150)	(\$368,157)	2028
2027	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2028	\$20.59	\$79,878	2029	\$78,028	\$35,000	(\$33,150)	(\$401,307)	2029
2028	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2029	\$20.59	\$79,878	2030	\$78,028	\$35,000	(\$33,150)	(\$434,456)	2030
2029	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2030	\$20.59	\$79,878	2031	\$78,028	\$0	\$1,850	(\$432,606)	2031
2030	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2031	\$20.59	\$79,878	2032	\$78,028	\$0	\$1,850	(\$430,756)	2032
2031	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2032	\$20.59	\$79,878	2033	\$78,028	\$0	\$1,850	(\$428,905)	2033
2032	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2033	\$20.59	\$79,878	2034	\$78,028	\$0	\$1,850	(\$427,055)	2034
2033	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2034	\$20.59	\$79,878	2035	\$78,028	\$0	\$1,850	(\$425,204)	2035
2034	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2035	\$20.59	\$79,878	2036	\$78,028	\$0	\$1,850	(\$423,354)	2036
2035	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2036	\$20.59	\$79,878	2037	\$78,028	\$0	\$1,850	(\$421,504)	2037
2036	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2037	\$20.59	\$79,878	2038	\$78,028	\$0	\$1,850	(\$419,653)	2038
2037	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2038	\$20.59	\$79,878	2039	\$0	\$0	\$79,878	(\$339,775)	2039
2038	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2039	\$20.59	\$79,878	2040	\$0	\$0	\$79,878	(\$259,897)	2040
2039	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2040	\$20.59	\$79,878	2041	\$0	\$0	\$79,878	(\$180,019)	2041
2040	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2041	\$20.59	\$79,878	2042	\$0	\$0	\$79,878	(\$100,140)	2042
2041	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2042	\$20.59	\$79,878	2043	\$0	\$0	\$79,878	(\$20,262)	2043
2042	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2043	\$20.59	\$79,878	2044	\$0	\$0	\$79,878	\$59,616	2044
2043	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2044	\$20.59	\$79,878	2045	\$0	\$0	\$79,878	\$139,495	2045
2044	\$4,605,000	\$0	\$4,605,000	\$0	\$4,605,000	\$3,879,500	2045	\$20.59	x	2046	x	x	x	x	2046
Totals		\$3,879,500		\$0					\$1,949,549		\$1,460,055	\$350,000			

ASSUMPTIONS

- Phase 1 Assessment Value Estimate from Developer (\$4,605,000) minus base value of properties
- No inflation or deflation of assessment values over the life of the TID
- No change in the tax rate over the life of the TID
- Actual Village Debt Service Payments for Property Acquisition
- Assumes Gap Financing Request of \$600,000 is met thru \$350,000 TIF Loan at Occupancy plus additional \$250,000 WEDC CDI Grant. Assumes 10 year loan at 0% interest through TID #3 advance.

TID DATES

Creation Date: December 11th, 2017
Expenditure Period: December 11th, 2039
Termination Date: December 11th, 2044
Last Year to Collect Tax Increment: 2045

The proforma analysis above demonstrates that the amount of financing as requested (\$350,000) is sufficient to cash flow the project the year the TID is scheduled to terminate when also considering the Village's debt service to acquire the development site. Although not shown in the Table, if the Village's debt service to

acquire the development site is excluded, the amount of tax increment generated from the Phase 1 development would be sufficient to payback the TIF assistance provided by the Village within five years, or year-end 2025.

Note, the analysis assumes that TID #3 advances money to TID #5 to pay for the requested \$350,000 and that no interest is charged by TID #3 for this advance. The analysis also assumes the first loan payment due would not occur until 2021 to align with the first year the development project is projected to provide tax increment given a construction starting year of Fall 2019.

According to the 2017 Compiled Financial Statements for TID #3, the District received approximately \$800,000 in tax increment in 2017 and ended that year with a fund balance of \$1,455,485. TID #3 has \$1,683,487 in remaining debt obligations (principal and interest payments for years 2018-2023). In addition, TID #3 is incurring approximately \$52,000 per year in administrative expenses. Therefore, TID #3's total remaining costs are approximately \$2.2M for years 2018-2027, plus an additional \$1.1M for the Ezra development incentive. If TID #3 continues to collect \$800,000 per year in tax increment an additional \$8,800,000 in revenue will be collected (2018-2028), which will be more than sufficient to retire the existing debt obligations and future administrative costs, while providing additional revenue to allocate to TID #4 at the Village Board's discretion. The projected revenues for the TID #3 should be sufficient to allow an interest free loan to TID #5. By advancing interest free funds from TID #3 the Village would save approximately \$75K in interest expenses, assuming a 10-year loan at 4% interest. If the Village opts not to advance interest free funds from TID #3 the project is still estimated to cash flow but not until the last year to collect tax increment (2045).

The table on the following page provides a proforma analysis assuming construction of Phase 2 in year 2020 with an additional \$200,000 in TIF assistance. This table is shown for informational purposes only as the Applicant has not officially requested funding assistance for Phase 2 at this time; however, the information presented reflects information provided to Village staff. The proforma analysis demonstrates that the total amount of development incentives (\$550,000) is sufficient to cash flow the project year-end 2041, including the Village's debt service to acquire the development site. Although not shown in the Table, if the Village's debt service to acquire the development site is excluded, the amount of tax increment generated from Phase 1 & 2 would be sufficient to payback the TIF assistance provided by the Village within eight years, or year-end 2028.

Note, the analysis assumes that TID #3 advances money to TID #5 to pay for the requested \$550,000 and that no interest is charged by TID #3 for this advance. The analysis also assumes the first loan payment due would not occur until 2021 to align with the first year the development project is projected to provide tax increment given a construction starting year of Fall 2019. By advancing interest free funds from TID #3 the Village would save approximately \$118K in interest expenses, assuming a 10-year loan at 4% interest. If the Village opts not to advance interest free funds from TID #3 the project is still estimated to cash flow but not until year-end 2042.

McFarland Lakestone Properties LLC Development
May 29, 2019

Village of McFarland TID #5 Lakestone Redevelopment Proforma - Mixed Use + Commercial Building															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
IMPROV. DURING YEAR	BEGINNING OF YEAR VALUE	EST. GROWTH IN VALUE FROM NEW DEVELOP. ¹	CUMULATIVE VALUE	INFLATION INCREMENT ²	END OF YEAR VALUE	TAX INCREMENT VALUE	TAX VALUE YEAR	TAX RATE ³ \$1,000	TAX INCREMENT COLLECTED	COLLECTION YEAR	VILLAGE ACQ LOAN PAYMENTS ⁴	VILLAGE DEV LOAN PAYMENTS ⁵	ANNUAL CASH FLOW TO THE TID	CUMULATIVE TID FUND BALANCE	PAYMENT YEAR
2018	\$725,500	\$0	\$725,500	\$0	\$725,500	\$0	2019	\$20.59	\$0	2020	\$55,552	\$0	(\$55,552)	(\$55,552)	2020
2019	\$725,500	\$1,577,000	\$2,302,500	\$0	\$2,302,500	\$1,577,000	2020	\$20.59	\$32,470	2021	\$78,028	\$35,000	(\$80,558)	(\$136,109)	2021
2020	\$2,302,500	\$3,453,520	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2021	\$20.59	\$103,578	2022	\$78,028	\$55,000	(\$29,450)	(\$165,560)	2022
2021	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2022	\$20.59	\$103,578	2023	\$78,028	\$55,000	(\$29,450)	(\$195,010)	2023
2022	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2023	\$20.59	\$103,578	2024	\$78,028	\$55,000	(\$29,450)	(\$224,460)	2024
2023	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2024	\$20.59	\$103,578	2025	\$78,028	\$55,000	(\$29,450)	(\$253,911)	2025
2024	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2025	\$20.59	\$103,578	2026	\$78,028	\$55,000	(\$29,450)	(\$283,361)	2026
2025	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2026	\$20.59	\$103,578	2027	\$78,028	\$55,000	(\$29,450)	(\$312,811)	2027
2026	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2027	\$20.59	\$103,578	2028	\$78,028	\$55,000	(\$29,450)	(\$342,262)	2028
2027	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2028	\$20.59	\$103,578	2029	\$78,028	\$55,000	(\$29,450)	(\$371,712)	2029
2028	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2029	\$20.59	\$103,578	2030	\$78,028	\$55,000	(\$29,450)	(\$401,162)	2030
2029	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2030	\$20.59	\$103,578	2031	\$78,028	\$20,000	\$5,550	(\$395,613)	2031
2030	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2031	\$20.59	\$103,578	2032	\$78,028	\$0	\$25,550	(\$370,063)	2032
2031	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2032	\$20.59	\$103,578	2033	\$78,028	\$0	\$25,550	(\$344,513)	2033
2032	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2033	\$20.59	\$103,578	2034	\$78,028	\$0	\$25,550	(\$318,964)	2034
2033	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2034	\$20.59	\$103,578	2035	\$78,028	\$0	\$25,550	(\$293,414)	2035
2034	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2035	\$20.59	\$103,578	2036	\$78,028	\$0	\$25,550	(\$267,864)	2036
2035	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2036	\$20.59	\$103,578	2037	\$78,028	\$0	\$25,550	(\$242,315)	2037
2036	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2037	\$20.59	\$103,578	2038	\$78,028	\$0	\$25,550	(\$216,765)	2038
2037	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2038	\$20.59	\$103,578	2039	\$0	\$0	\$103,578	(\$113,187)	2039
2038	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2039	\$20.59	\$103,578	2040	\$0	\$0	\$103,578	(\$9,610)	2040
2039	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2040	\$20.59	\$103,578	2041	\$0	\$0	\$103,578	\$93,968	2041
2040	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2041	\$20.59	\$103,578	2042	\$0	\$0	\$103,578	\$197,546	2042
2041	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2042	\$20.59	\$103,578	2043	\$0	\$0	\$103,578	\$301,123	2043
2042	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2043	\$20.59	\$103,578	2044	\$0	\$0	\$103,578	\$404,701	2044
2043	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2044	\$20.59	\$103,578	2045	\$0	\$0	\$103,578	\$508,278	2045
2044	\$5,756,020	\$0	\$5,756,020	\$0	\$5,756,020	\$5,030,520	2045	\$20.59	x	2046	x	x	x	x	2046
Totals		\$5,030,520		\$0					\$2,518,333		\$1,460,055	\$550,000			

ASSUMPTIONS

1. Phase 1 & 2 Assessment Value Estimate from Developer (\$4,605,000 + \$1,151,020) minus base value of properties
2. No inflation or deflation of assessment values over the life of the TID
3. No change in the tax rate over the life of the TID
4. Actual Village Debt Service Payments for Property Acquisition
5. Assumes Gap Financing Request of \$800,000 (Phase 1 & 2) is met thru \$550,000 TIF Loan at Occupancy plus additional \$250,000 WEDC CDI Grant. Assumes 10 year loans at 0% interest through TID #3 advance.

TID DATES

Creation Date: December 11th, 2017
Expenditure Period: December 11th, 2039
Termination Date: December 11th, 2044
Last Year to Collect Tax Increment: 2045

The numbers presented in these tables are estimates subject to change based upon the actual development performance and actual lending terms. Nothing contained herein shall be construed as a guarantee of future tax increment collection or a recommendation by MSA regarding the method or source of financing the Village should utilize for this project.



COMMUNITY DEVELOPMENT AUTHORITY SUMMARY SHEET

MEETING DATE: Monday, June 10, 2019

SECTION: Business

DEPARTMENT: Community Development

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

AGENDA ITEM: Discussion and action regarding Resolution 2019-12: a resolution to make application to the Wisconsin Economic Development Corporation (WEDC) for their Community Development Investment Grant Program for the redevelopment project at 4719 Farwell Street.

PREVIOUS ACTION:

The CDA considered the application at its meeting on June 5, 2019 and unanimously recommended approval of the resolution authorizing its submittal.

ISSUE SUMMARY:

The Village has been working on the redevelopment of 4719 Farwell Street since the property was acquired in 2018. The RFP process was concluded in March of this year through the selection of the proposal from Lakestone Properties. Through that process it was identified that this project could benefit from a grant from the WEDC meant to assist projects such as these. The grant program provides funds that helps with new construction in commercial areas that promote local economic development initiatives, especially in smaller communities. Village Staff has met with WEDC Staff to discuss the grant program and it was felt this project is something that lines up with their mission. We need to complete the grant application and send to the WEDC for review prior to the end of June.

There are a few aspects we are waiting on information from the Developer. This is highlighted in the attached application. The information will be provided in line with the submittal and included prior to distribution to the State.

FINANCIAL/BUDGET IMPACT:

The grant will provide \$250,000 from the WEDC to go towards the redevelopment of this site. This is significant as it reduces the need for Tax Incremental Financing support from 21% of the total project cost to 18% helping to bridge the gap needed to move the project forward.

VILLAGE PLAN REFERENCE:

Tax Increment District #5 Project Plan

ORDINANCE REFERENCE:

None.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 2019-12 Resolution making application to WEDC Grant
2. McFarland WEDC Community Application 06072019 mgs DRAFT

RESOLUTION 2019-12

A RESOLUTION REQUESTING COMMUNITY DEVELOPMENT INVESTMENT GRANT FROM THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the Village Board of the Village of McFarland, Dane County, Wisconsin (the “Village”) has reviewed the attached Community Development Investment Grant Application through the Wisconsin Economic Development Corporation;

WHEREAS, the Village desires to access funding from this program in order to support the redevelopment of the property located at 4719 Farwell Street as a mixed use development helping to expand tax base and add jobs; and

WHEREAS, the Community Development Authority for the Village of McFarland has reviewed this application and recommended its approval to the Village Board.

NOW, THEREFORE BE IT RESOLVED that the Village Board of Trustees for the Village of McFarland does support this application and hereby directs the Village Administrator to submit this application as instructed.

The above and foregoing Resolution was duly adopted by the Village Board of the Village of McFarland at a regular meeting held this 10th day of June, 2019.

I hereby certify that the foregoing resolution was duly adopted by the Village Board for the Village of McFarland at a legal meeting held on June 10, 2019.

VILLAGE OF MCFARLAND:

By: _____
Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger
Village Clerk/Treasurer

RESOLUTION # 2019-12	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian-	Kryzenske-
Brassington-	Lytle-
Czebotar-	Utter-
Kolk-	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	



COMMUNITY APPLICATION

SECTION I-APPLICANT INFORMATION

Legal Entity: ☐ City ☐ Town ☒ Village ☐ County ☐ Tribal Entity ☐ Nonprofit (Attach copies of IRS documents showing acceptance of Federal Tax Exempt Status) ☐ Other Governmental Unit	
Legal Name: Village of McFarland	
Trade Name: Same	
Mailing Address: PO Box 110	City, State, Zip: McFarland, WI 53558
FEIN: 39-6008211 DO NOT ENTER SSN (Federal Employee Identification Number – Tax ID or Social Security Number)	NAICS: 921110
Fiscal Year End Date: 12/31/2019	Check box if W-9 is attached to the application ☒
Website URL: www.mcfarland.wi.us	Phone: (608) 838-3153
Chief Elected Official: Brad Czebotar	Title: Village President
Phone: (608) 838-9458	Email: brad.czebotar@mcfarland.wi.us
CONTACT	
Local Government Contact: Matt Schuenke	Title: Village Administrator
Email: matt.schuenke@mcfarland.wi.us	Phone: (608) 838-2303
Mailing Address: PO Box 110	City, State, Zip: McFarland, WI 53558
Non-Government Contact: Same	Title:
Email:	Phone:
Mailing Address:	City, State, Zip:
Contracting Contact: Same	Title:
Email:	Phone:
Mailing Address:	City, State, Zip:

SECTION II-INFORMATION ON LEGAL PROCEEDINGS

Has the applicant been involved in a lawsuit in the last 5 years?	☒ Yes ☐ No
Has the applicant been involved in a bankruptcy or insolvency proceeding in the last 10 years, or are any such proceedings pending?	☐ Yes ☒ No
Has the applicant been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years?	☐ Yes ☒ No
Does the applicant have any outstanding tax liens?	☐ Yes ☒ No
Please attach a detailed explanation of any YES responses.	

SECTION III-STATE REQUESTS FOR BID OR PROPOSAL

Are you aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded? If yes, please provide the following: - Identify the bid or request for proposal (e.g., bid number, or general description or title). - Identify the state agency or public entity to which you are submitting the bid or proposal. - Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations). Please note that if you answer "yes" WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.	☐ Yes ☒ No
---	---

**THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:**

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.
2. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.
5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. Authorization to Receive Confidential Information. The applicant hereby authorizes the Wisconsin Economic Development Corporation ("WEDC") to request and receive confidential information that the applicant has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the applicant's performance for the duration of the economic development project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the 8 most recent quarters: the quarterly gross wages paid to the applicant's employees; the monthly employee count; and the applicant's FEIN, NAICS code, and legal and trade names. The applicant also authorizes WEDC to share information submitted to WEDC by the applicant with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the applicant's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

☒ **Yes** ☐ **No** I certify that incentive assistance is needed to ensure this project will happen in Wisconsin. Please provide details below:

Signature: _____ Date: 6/11/2019
(Authorized Representative of Applicant Organization)

Printed Name: Matthew G. Schuenke

Title: Village Administrator

Applicant Organization Name: **Village of McFarland**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Village of McFarland

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Municipality

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5915 Milwaukee St

6 City, state, and ZIP code

McFarland WI 53558

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 9 - 6 0 0 8 2 1 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

8/2/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

WEDC Community Application

June 11, 2019

Supplemental Information

Section II – Information on Legal Proceedings: The following is a detailed explanation of any YES responses within this section on the main application.

- Has the applicant been involved in a lawsuit in the last 5 years? Yes, the Village has been involved in three lawsuits in the last 5 years, two of which are presently open. The closed lawsuit (Case #2018SC007530) was an insurance case in which the Village was forced to sue a truck driver, the trucking company, and their insurance companies for reimbursement of damages caused by the driver to a street light. Case #2019CV000184 is between the Village and City of Madison regarding a dispute over an annexation that was approved by the Village in 2018. Finally, Case #2019CV001348 is between a private residence and the Village in which the property owner is claiming damages against the Village as a result of flooding in the Summer of 2018. Each of these issues is unique on to themselves and not related to the project that is the subject of this application.


COMMUNITY DEVELOPMENT INVESTMENT
SECTION A-REDEVELOPMENT NARRATIVES

Reference Required Supporting Documentation as needed.	Included ✓	Attachment #
1. Project Description and Impact on Community (three-page limit): - Describe the project, its implementation and the significance of this project to the community. - Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken. (e.g., capacity of applicant and partners, conditions of loan agreements, status of development agreements, etc.) - Which eligible activity/ies does this project fall under? ☐ Building renovation ☐ Historic preservation ☒ Demolition ☐ Professional services (planning request only) ☒ New construction ☐ Infrastructure reinvestment - Describe the potential of the project to enhance the economic viability of the community (e.g., tax base growth, job creation, stimulation of private investment). The response should detail the potential for both temporary and permanent jobs at the project site as well as the potential for job creation to occur in the area. To the extent possible, provide detail on the potential types of jobs, wage rates and health benefits associated with the jobs that are identified. - Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region. - Describe the potential for the project to act as a catalyst for additional commercial development or investment.	☒	01
2. Financial Justification (two-page limit): - Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds. - Describe the financial need for grant funding that cannot be met through private sector sources (e.g., traditional financing, equity investment or donor support), public sector support (e.g., RLF financing, TIF financing, and public borrowing) or a reduction in the scope of the project.	☒	02
3. Previous Planning Efforts (two-page limit): - The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan). - The extent to which the project supports best practices for smart growth and best practices for downtown redevelopment, and the extent to which it has community-wide support.	☒	03
4. Readiness to Proceed (two-page limit): - Describe past and planned project activities, with timelines. Include the planning process, site control, environmental condition and a project implementation schedule. - Provide detailed descriptions of property transactions intended to occur over the next 5 years.	☒	04

SECTION B-SITE DETAILS

Location: ☐ City ☐ Town ☒ Village:	County: Dane	
Street Address: 4719 Farwell Street	Project NAICS: 236116 & 236220	
Site Size (Acres): 2.29	Current Zoning: C-G General Commercial	
Proposed Zoning: PD-I Planned Development - Infill	Current Assessed Value: \$0	
Projected Assessed Value: \$5,756,020	Current Owner of Property: Village	
Start Date: 10/1/2019	End Date: 12/31/2020	
Project Description: Explain any other factors that should be considered in evaluating this project (e.g., impact on Wisconsin suppliers, national/international sales, and other prospects for future expansions, etc.) This project offers a unique opportunity to add higher densities of both residential and commercial uses that for decades this area has not be able to achieve. The aggressive nature of the Village to acquire this property, market it for redevelopment, and move forward on implementing the project through a diverse funding stream shows a commitment to our desire to enhance the Community.		
Is the project located in a TID? ☒ Yes ☐ No		If yes, creation date: 12/11/2017
Is the project located in a disaster area, as declared by state or federal authorities? ☐ Yes ☒ No If yes, was the declaration within 24 months prior to submitting an application? ☐ Yes ☐ No If yes, date of declaration:		
Does the applicant or end user currently own the property on which work is to occur? ☒ Yes ☐ No If no, how do you have or expect to obtain ownership or access to the property?		
☐ Condemnation	Timeframe:	
☐ Tax Delinquency	Timeframe:	
☒ Purchase (attach purchase agreement or option)	Timeframe: 7/27/2018	
☐ Development Agreement	Timeframe:	
☐ Other:	Timeframe:	
If applicant will not own the property, what entity will/does?		
Current Site Ownership:	Phone:	Email:
Final Site Ownership:	Phone:	Email:
Will the current owner, or applicant expecting to obtain ownership, remain the legal owner of the project site for 5 years following receipt of the award? ☐ Yes ☒ No		

SECTION C-REQUIRED SUPPORTING DOCUMENTATION

Please include the following attachments:	Included ✓	Attachment #
1. Resolution: A signed resolution by the governing elected body authorizing the submittal of an application to the CDI Grant Program.	☒	05
2. Map: A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site; photographs of the site and surrounding area	☒	06
3. Budget Narrative: A narrative describing each line item included in the project budget	☒	07
4. Cost Estimates: A detailed copy of any cost estimates or bidding conducted for costs listed in the project budget, or a detailed explanation of the basis for all costs	☒	08
5. Development Agreement: A copy of any applicable development agreement with private parties benefiting from project implementation (if not yet signed, a signed copy must be submitted prior to first disbursement)	☒	09
6. Financing Commitments: Documentation that demonstrates the success of obtaining financing (e.g., commitment letters from lending institutions, municipal resolutions for financing or TID creation); must be submitted prior to first disbursement	☒	10

7. Organization: A chart illustrating the ownership, development and financing organization structure of the project, naming all entities committed at the time of submission and showing ownership percentages for any individual or entity involved. For any committed end users or partners having any ownership in the property, provide a history of the individual or company's operations with resumes detailing relevant experience and involvement, and percentage of ownership if applicable.	☐	11
8. Statements from community, public and community development leaders that support the project proposed for funding	☐	12

SECTION D-REAL ESTATE PRO FORMA INFORMATION (if applicable)	
1. What is the market rate for triple net* rent in the project's market?	
2. What is the project's average triple net rent?	
3. If the project's rent is less than general market conditions, please provide an explanation of why:	
4. How much equity is the development entity investing in the project?	
5. What is the anticipated vacancy rate?	
6. How much debt can the project service at what rate and term with what minimum debt coverage ratio?	
7. What is the average rate of return for the first five years of the project once the building is placed in service?	
a. Please define the formula utilized to determine the rate:	
b. If the project does not provide a return on investment, please explain how the development entity anticipates covering the costs associated with the development:	

* Triple net rent is the base rent that does not include any utility, common area, maintenance, insurance or taxes.

WEDC Community Application

June 11, 2019

Project Description and Impact on Community

Section A

Attachment #01

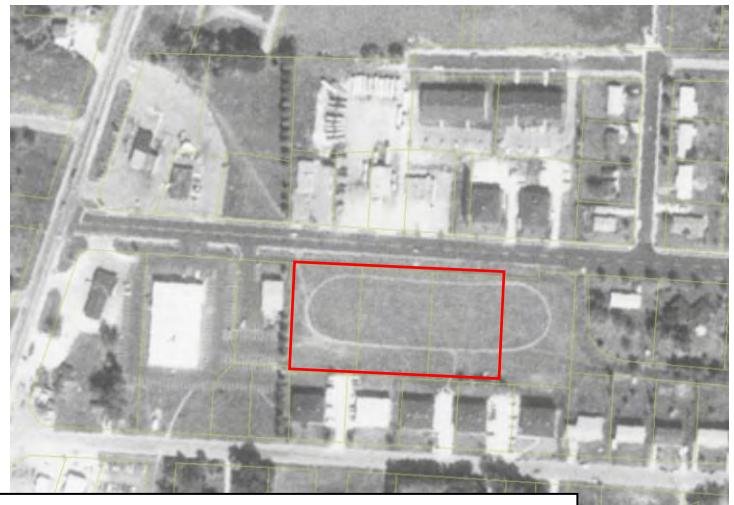
The Village acquired the property at 4719 Farwell Street in 2018 in order to redevelop the site. The first phase is a 47 unit apartment building with a mix of studio, 1 bedroom, and 2 bedroom apartments with approximately 2,600 square feet of commercial space. The second phase is a standalone commercial building proposed at approximately 12,000 square feet fronting Farwell Street (site plan and conceptual renderings attached). This was made possible through the creation of TID #5 which identified this site as a signature piece for the revitalization of the Farwell West Corridor. Understanding the significance of the project can be viewed through the property's history...



1955 – This aerial photo provides a glimpse of the area in question and surrounding properties prior to their growth.



1967



1976

Over the course of the next two decades we start to see growth in this area. This brought forth a mixture of commercial and residential uses as it currently is today.

1995 – The office building present on this property was constructed in the 1980's; however, the adjoining vacant lots remained undeveloped. Most of what we see here as far as improved area has remained within these boundaries since this point with some new construction and remodeling since that time.



2005

As you see the progression of growth through the decades, the vacant properties stand out within a key commercial area that is viable and ready for this type of development.

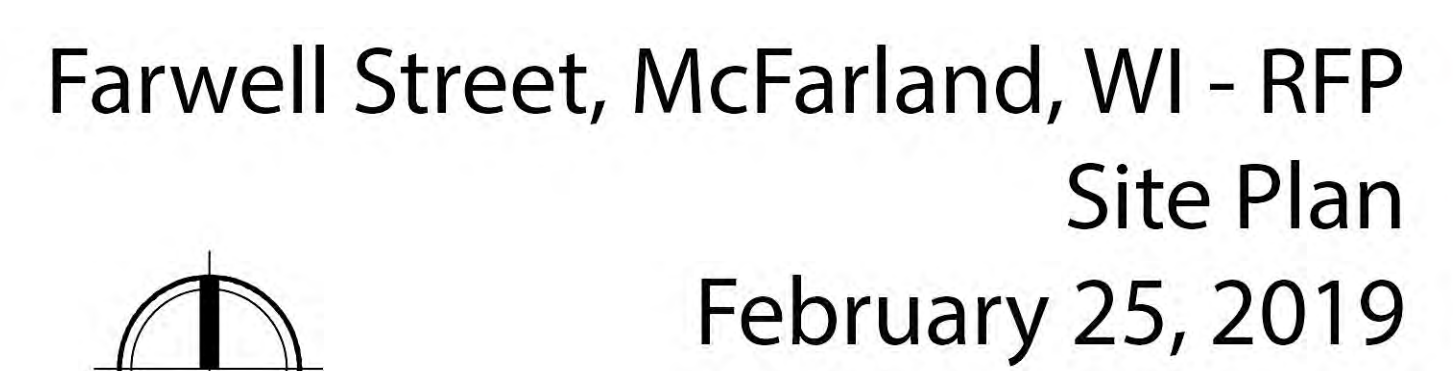
2017

Given its history, this is a very significant project for the Village to be able to move this project forward. Acquisition has provided the Village control in its development and allowed the Village to select a Developer through a competitive RFP process. The result of that process yielded a project that maximized commercial uses on the property while also adding new density to the area. The project is in the process of receiving its final approvals this Summer and intends to break ground before the end of 2019 for completion in 2020. The following summary description is also provided:

- Public/Private Partnerships – The Village owns the property and will provide to the Developer at no cost. In addition, we are filing this application on their behalf to help fill the gap between sources and uses of funding. Finally, to realize all of our

objectives, we are contributing additional TID funds to ensure the right mix of land use is implemented. This will all be encompassed within a Development Agreement expected in August 2019 to formalize these requirements. This Developer has worked with the Village in the past on a similar project and has thus far been successful in that endeavor.

- Eligible Activities – The project as proposed will demolish the existing office building and construct new commercial and residential uses. Approximately two thirds of the property is vacant so a majority of this will fall under new construction.
- Economic Viability – Anytime a TID is created, the objective is to add value to generate new increment. The total value prior to acquisition was \$725,000 and we expect to add over \$5 million. This will generate new increment of approximately \$104,000 annually going forward compared to the approximate \$15,000 it presently generates. There is a standalone commercial building with this project as well that will create several jobs associated with future undefined commercial tenancy. These will be retail, restaurant, and service industry based jobs.
- Economic Development – This project partners an obsolete office building with underutilized vacant property to generate new opportunities at a higher density. It also serves as the first significant project for a relatively new district. As the photos demonstrate from the 1970's to the 1990's to present day, a lot of the roof tops remain the same since they were originally constructed. A project such as this could be a driving force to introduce other ideas in those areas looking to take the next step.
- Catalyst – One of the key parameters for this project when the Village evaluated proposals for its redevelopment is that it has to have a strong commercial component. The project puts forth a standalone commercial structure where the intent is to draw from the existing tenancy of the Village for similar restaurants, retail, and service type uses. The intent is to find businesses looking to potentially regroup or upgrade in new space. This will create vacancies that will either be filled or create opportunity for redevelopment in those locations. It is also the first project of a new tax increment district that when complete will demonstrate to the Community, Developers, and all those that are interested that there is a successful model to follow in order to enact change.

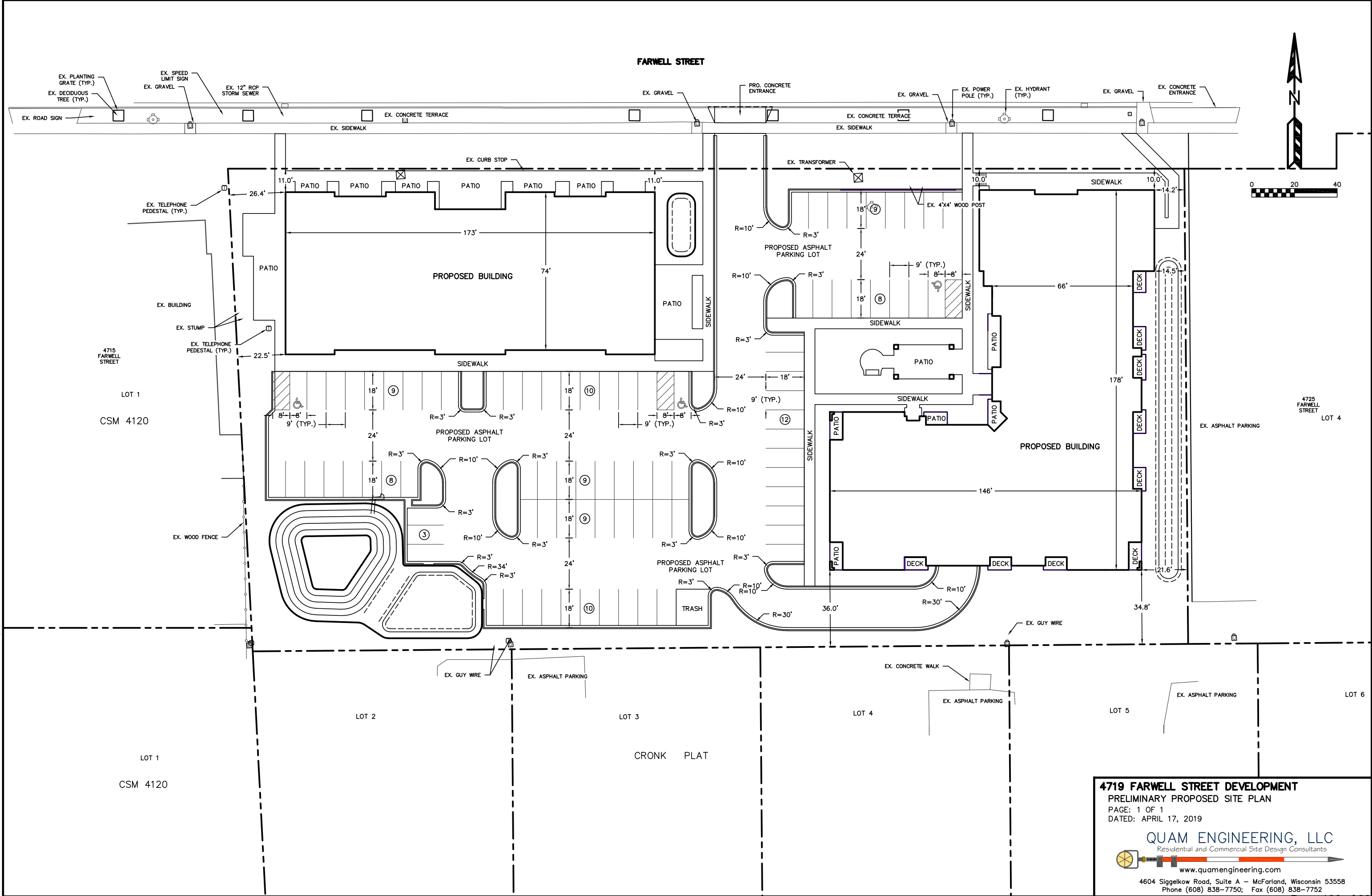




Farwell Street, McFarland, WI - RFP
 Street View 2
 February 25, 2019



Farwell Street, McFarland, WI - RFP
 Street View 1
 February 25, 2019



WEDC Community Application

June 11, 2019

Financial Justification

Section A

Attachment #02

Funding Methods

Please note the following sources and uses for the project:

<u>Sources</u>		<u>Uses</u>	
Borrowing	6,235,190	Acquisition	0
Equity	969,625	Hard Costs	6,825,040
TID #5	700,000	Soft Costs	1,329,775
Grant	250,000		
<u>Total</u>	<u>8,154,815</u>	<u>Total</u>	<u>8,154,815</u>

A few notes about the funding sources:

- Borrowing – Developer has secured a letter of interest to receive funding from McFarland State Bank. The Village is not aware of any obstacles preventing their access to these funds as listed within the established timeline for the project. The borrowing for the project is limited at 80% of the total project cost, which is a standard limitation employed by banking institutions.
- Equity – The Developer will be required to secure this amount of private equity for the project. It represents approximately 12% of the total project cost shown above which is just shy of the 15% typically recommended for projects. The Equity listed has thus far found to be agreeable and will be confirmed prior to approval of the Development Agreement.
- TID #5 Funding – The funding to acquire the land was via a State Trust Fund Loan in 2018 in order to satisfy the purchase. That money has been received and expensed for that purpose as the Village owns the property free and clear. The additional funds requested will be provided via cash on hand likely through a loan from TID #3. This district has served this purpose in the past due to a high fund balance and has the capacity avoiding the need for further borrowing.

Grant Necessity

The cost to construct these two phases are very significant with a noted gap (Source of TID #5 plus Grant funds) of \$950,000 or about 12% of the total project cost. The land acquisition cost is \$930,000, which will be paid back to the district via the new increment created by the project. This increases the gap to \$1,880,000 or about 21% of the total project cost. This remains under the 30% threshold established within the TIF Project Manual as the maximum allocation the TID can provide for. The infusion of grant funds helps to reduce this overall TID funded gap to approximately 18% which remains a healthy allowance for the project and comparable to other projects in the Village. The presence of the grant helps to lower the contribution by the TID while still filling the gap funding that is needed. A lower TID contribution allows the increment to pay back sooner helping to potentially free up funding for other projects within the District.

Village Staff continues to work with the Developer to evaluate alternatives in construction costs, borrowing/equity combinations, and other TIF levels to help make the project cash flow within the projected 20 year useful life of the investment. This will likely yield reductions in certain metrics that evaluate the financial health of the project, but will not eliminate the need for grant based on the amount of local funds already provided.

WEDC Community Application

June 11, 2019

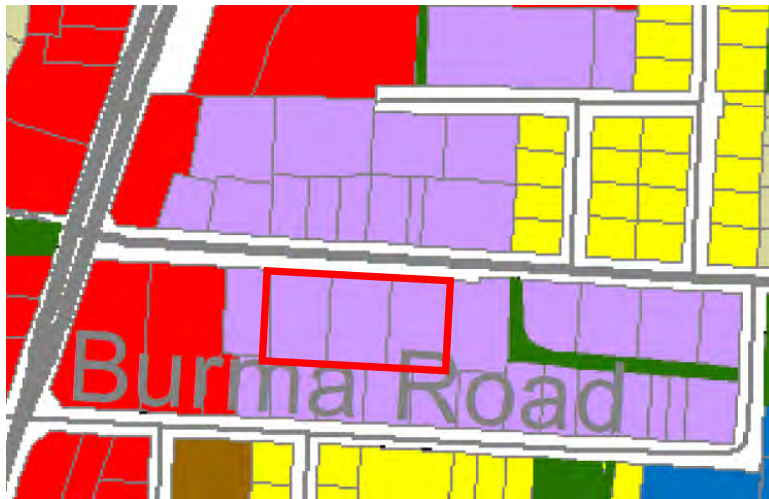
Previous Planning Efforts

Section A

Attachment #03

Regional/Municipal Planning Efforts

The Village adopted its latest version of the Comprehensive Plan on August 28, 2017. The plan provides a long range vision for the Community across many different facets including land use, economic development, housing, and many other topics. The Future Land Use for this property according to Land Use Chapter 4 (Volume 2, Page 29) is for it to be Mixed Use/Flex Commercial.



Excerpt from the Future Land Use Map (Volume 2, Page 31) – The property and development as proposed is consistent with the other planned future land uses in the near vicinity shown in red as Highway and General Commercial.

Definition of Mixed Use/Flex Commercial (Volume 2, Page 36):

Mixed Use/Flex Commercial	A carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single family housing. All uses served by public sewer and water systems.	Appropriate traditional zoning districts (e.g., C-H, C-P, R-3) or PD or PD-I Planned Development zoning	1. Design "Mixed Use/Flex" areas to skillfully mix different uses on the same area, site, and/or building, and/or to serve as transitions between broader areas of different land uses. This future land use category is NOT intended to enable an unplanned or haphazard mix of different uses on any site or in any area. 2. Preserve and blend with surrounding residential character through appropriate building scale, building appearance, landscaping, screening, signs, and limited traffic and loading, and access from the adjacent collector or arterial street. Utilize the approach and standards in Figure 4-2 in such settings. 3. Rezone sites designated for Mixed Use/Flex use only after public sanitary sewer and water service is available, the land is within Village limits, and a development proposal is offered. 4. Refer also to policies applicable to Two and Multiple Family Residential, Highway and General Commercial, Commercial Park, and other more specific future land use categories that logically guide the development of each planned Mixed Use/Flex area given the range of proposed uses there.
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The project as proposed is consistent with the general description and policies for this designation as well as the zoning change that is proposed.

One of the key Economic Development Initiatives outlined in Chapter 5 (Volume 2, Pages 52-54) is to “Expand Activity and Welcoming Features Along Highway MN – ‘McFarland’s Main Street’”. This initiative talks about the importance of the Farwell Street corridor as one of the main commercial hubs within the Village and our need to continue to invest in its future. As a public improvement the Village has repaved Farwell Street, adding streetscaping, added sidewalks, decorative lighting, and buried overhead power lines to improve aesthetics. Leveraging this project through the property’s acquisition is helping to introduce new private investment in the area which is a specific point of emphasis within the Comprehensive Plan (Volume 2, Page 53). The project as proposed further enhances a second key initiative within the chapter through the fourth point titled “Enhance the Community Development Authority’s Economic Development Function” (Volume 2, Page 60). This project began with the CDA in partnership with the Village Board to be more of a driving force behind local economic development efforts as was intended when it was created.

Best Practices

- Smart Growth – Best practices in Smart Growth would emphasize concentrating development through various degrees of density while also mixing different land uses (US Environmental Protection Agency). From a residential perspective the property adds approximately 20 units per acre while also offering approximately 6,500 square feet of commercial space per acre. Both measurements appear consistent local land uses and typical expectations for Smart Growth.
- Downtown Redevelopment – The Village has already taken the initiative in this area to improve the streetscape and present a more attractive environment. The emphasis by the CDA for additional commercial while also allowing for density of residential helps to create more of a working environment consistent with dense and active downtown areas. While the Farwell West Corridor is not McFarland’s historic downtown, it does serve a critical commercial function like many downtown’s do for their Community’s.
- Community Support – Many public meetings were held throughout the RFP process. Additionally, specific open houses were also held in order to purposefully solicit comments regarding the projects as presented. Through this process comments were received that supported the redevelopment of these sites. The evaluation process the CDA prepared was able to use those comments to work with the prospective Developer to adjust their plans accordingly. Also included are letters of support from local, County, State, and regional leaders offering their support for the project.

WEDC Community Application

June 11, 2019

Readiness to Proceed

Section A

Attachment #04

Project Activities

- Property Acquisition
 - o *February 12, 2018* – Village Board approved Offer to Purchase.
 - o *April 30, 2018* – Property Owner accepted Offer to Purchase.
 - o *May 24, 2018* – Phase 1 ESA complete. No issues discovered, no further action recommended.
 - o *May 29, 2018* – Village Board approved Resolution 2018-10 authorizing the acquisition of the property.
 - o *July 27, 2018* – Property Closing
- Request for Proposal (RFP) Process
 - o *September 1, 2018* – RFP Issued
 - o *November 1, 2018* – RFP Responses Due
 - o *November 25, 2018* – Village Board differed evaluation of the responses to the CDA.
 - o *December 5, 2018* – CDA introduction to the RFP responses, begin evaluation process.
 - o *January 2, 2019* – CDA further evaluation of proposals, sets times for Open Houses.
 - o *January 24, 2019* – Open House for Proposal #1.
 - o *February 4, 2019* – Open House for Proposal #2.
 - o *February 6, 2019* – CDA further evaluated proposals, considered feedback from comments received and Open Houses. CDA provided direction to Developers to revise submittals.
 - o *March 6, 2019* – CDA finalized their evaluation of the revised proposals and made a recommendation to the Village Board.
 - o *March 11, 2019* – Village Board took action to accept the recommendation of the CDA and selected the desired proposal.

- Review/Approval Process
 - o *June 5, 2019* – CDA to consider application for Tax Increment Financing as a recommendation to the Village Board.
 - o *June 10, 2019* – Village Board to consider the recommendation from the CDA regarding the application for Tax Increment Financing.
 - o *June 11, 2019* – Project submittal deadline to initiate the rezoning process and general project review.
 - o *July 3, 2019* – CDA review of project submittal as a recommendation to the Plan Commission.
 - o *July 15, 2019* – Plan Commission review of the project submittal to rezone the property and approve the steps necessary for Planned Development.
 - o *July 22, 2019* – Village Board final action on the request for rezoning.
 - o *August 7, 2019* - CDA to review Development Agreement as a recommendation to the Village Board.
 - o *August 12, 2019* – Village Board to take final action on the Development Agreement.
 - o *September TBD* – Property Closing
- Construction Schedule
 - o *Project Start* – Looking to break ground on the first phase in the Fall of 2019. Schedule will continue to become more refined as the review/approval process gets further along. Second phase is programming to begin in the Spring of 2020 depending on lease up period.
 - o *Project Completion* – Construction for the first phase is considered to be about a 12-month process. This would mean the larger building planned for the first phase would be complete by the end of 2020. Assuming the second phase proceeds as planned, it could also be completed around the same time since it is a smaller structure.

The Village has been working on its implementation for a year and a half. It is not a project that was conceived yesterday, and has already had extensive discussion regarding many of the key parameters which will help for a smoother transition to completion. Other than what is detailed above, the only property transactions to likely take place in the next five years are those interested in leasing commercial and residential space. Financing from the TID is available and presently under review. Financing from the bank is also available with general terms established.



WEDC Community Application

June 11, 2019

Site Details

Section B

Attachment #00

The property planned for development was purchased by the Village on July 27, 2018. Enclosed is the resolution approved by the Village Board authorizing acquisition, signed Offer to Purchase, and copy of the Warranty Deed.

RESOLUTION 2018-10

A RESOLUTION RATIFYING AND APPROVING A PURCHASE AGREEMENT FOR PROPERTY LOCATED AT AND ADJACENT TO 4719 FARWELL STREET, MCFARLAND, WI.

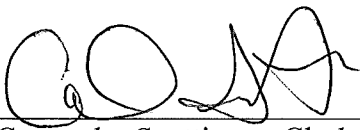
WHEREAS, the Village Board previously authorized the Village Administrator to negotiate a purchase agreement for the acquisition of property located at and adjacent to 4719 Farwell Street in the Village; and

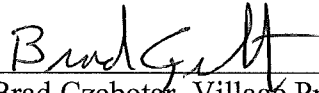
WHEREAS, the Village Administrator and the property owners have reached a tentative agreement on the terms of the proposed transaction as reflected in the purchase agreement attached hereto as Exhibit A; and

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 29th day of May, 2018.

Attest: 
Cassandra Suettinger, Clerk/Treasurer


Brad Czebatar, Village President

RESOLUTION 2018 –10			
MOTION		SECOND	
Czebotar		Kolk	
ACTION		DATE	
Adopted		05/28/2018	
Referred			
Tabled			
Withdrawn			
Defeated			
Published			
INDIVIDUAL VOTING RECORD			
Adrian	Aye	Kolk	Aye
Brassington	Aye	Lytle	Aye
Clow	Aye	O'Hearn	
Czebotar	Aye		
VOTING RESULTS			
Motion Carried: 6-0			
Motion Defeated:			

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** April 27, 2018 **[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]** 4719 Farwell St, McFarland, WI

6 in the Village of McFarland, 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:** Nine Hundred Thirty Thousand

9 Dollars (\$ 930,000.00).

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

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: C-G General Commercial

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 May 4, 2018. 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):

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: 4719 Farwell St., McFarland, WI 53558

50 Delivery address for Buyer: 5915 Milwaukee St., 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):

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.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this 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 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and to be provided to Buyer as provided in Addendum A.

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than July 27, 2018

_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:

real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____ none other.

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

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

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

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

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

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

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are as provided in Addendum A.

Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 10 days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective 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 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 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, 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 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

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

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

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

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

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this 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 commitment.

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

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

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

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

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

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A** 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 **N/A 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**
424 **review and approval as provided in 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 30 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 **[N/A] 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 April 27, 2018
538 Buyer's Signature ▲ Print Name Here ▶ Village of McFarland Matthew G. Schwenke Date ▲

539 (x) Village Administrator
540 Buyer's Signature ▲ Print Name Here ▶ a Wisconsin municipal corp. 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) Thomas B. Gannon 4-30-18
547 Seller's Signature ▲ Print Name Here ▶ Thomas B. Gannon Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ Andrew S. North 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 ▲

Property Address (212 Farrell St., McFarland, WI)

Page 10 of 15, Item 13

505 **3.7(A) INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 486-502). This Offer
506 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
507 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
508 an inspection of _____
509 (all any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
510 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
511 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
512 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

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

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

518 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
519 Buyer has actual knowledge or written notice before signing this Offer.

520 **RIGHT TO CURE:** Seller (shall/shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
521 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of

522 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
523 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This

524 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
525 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

526 or (b) Seller does not timely deliver the written notice of election to cure.

527 ☒ **ADDENDUM:** The attached **ADDENDUM A** _____ herein made part of this Offer.
528 **ADDITIONAL PROVISIONS/CONTINGENCIES**

529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by (Licensee and Firm) _____ on _____

536 (X) Matthew G. Schuler April 27, 2018
537 Buyer's Signature & Print Name Here: Village of McFarland Matthew G. Schuler Date

538 (X) Village Administrator
539 Buyer's Signature & Print Name Here: Wisconsin municipal corp. Date

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

541 Broker (By) _____

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

545 (X) Thomas B. Gannon 4-30-18
546 Seller's Signature & Print Name Here: Thomas B. Gannon Date

547 (X) Andrew J. North 4/30/18
548 Seller's Signature & Print Name Here: Andrew J. North Date

549 The Offer was presented to Seller by (Licensee and Firm) _____

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

551 This Offer is rejected _____ This Offer is countered (See attached countered)
552 Seller Initials & Date _____ Seller Initials & Date _____

**ADDENDUM A
TO OFFER TO PURCHASE
4719 Farwell Street (and adjacent lots)
McFarland, WI**

Dated April 9, 2018

Seller: Thomas B. Gannon/Andrew S. North
Buyer: Village of McFarland

The following terms and conditions are incorporated into the Offer to Purchase dated April 9, 2018 between the Village of McFarland as Buyer and Thomas B. Gannon and Andrew S. North as Sellers for the property located on Farwell Street, more particularly defined below, in the Village of McFarland. 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 two vacant lots immediately east of 4719 Farwell St., McFarland, WI, which lots are designated as tax parcel nos. 154/0610-032-7012-1 and 154/0610-032-7023-8, along with the commercial building and land located at 4719 Farwell Street, McFarland, WI which is designated as tax parcel no. 154/0610-032-7001-4.
2. **Property Condition Report.** Seller shall provide Buyer with one or more completed and signed Real Estate Condition Report(s) covering the entire Property at the time 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.
3. **Assignment.** The Buyer shall have the right, in its sole discretion, to assign all of its rights and obligations under this Agreement to the Community Development Authority of the Village of McFarland ("CDA"). Upon such an assignment, and the assumption of the obligations of the Buyer by the CDA, the Buyer shall have no further obligation or any liability hereunder.
4. **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.

5. **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 commercial 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 their election to terminate this Agreement.
6. **Access to Property.** 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.
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 May 31, 2018, 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 agreement between Seller and Reilly, Penner and Benton, LLP may not be terminated without cause prior to June 30, 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 9 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 closing of this transaction.

11. Rental Provisions. Seller warrants that it has provided 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 summary of the material terms of all oral leases. Buyer shall have five (5) days thereafter to review and may terminate this Agreement within such 5-day period if it determines 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.

12. Closing. The closing shall occur at the Dane County, Wisconsin office of any title insurance company selected by Seller, 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) 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, contractors' or materialmen's liens, claims of parties in possession, and other unrecorded interests affecting the Property.

15. Facsimile 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.

16. Email Delivery. Buyer and Seller 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.

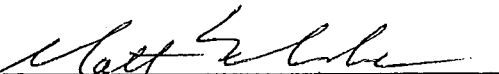
17. Brokerage Commissions. Thomas B. Gannon is a practicing licensed real estate broker in the State of Wisconsin. Each party shall be solely responsible for, and shall timely pay when due, any commission or other compensation owed to any real estate broker or agent, or any other party retained by that party and earned as a result of this transaction, and shall indemnify and hold harmless the other party therefor. This paragraph shall survive the closing.

18. Contracts Affecting the Property. Within five (5) business days after acceptance, Seller shall provide Buyer with copies of all maintenance and other contracts for services 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:



Thomas B. Gannon

Andrew S. North

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 Schuchke, Village Administrator

SELLER:


Thomas B. Gannon


Andrew B. North

(State Bar of Wisconsin Form 1 - 2003)
WARRANTY DEED

Document Number

Document Name

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

THIS DEED, made between
Thomas B. Gannon and Andrew S. North

("Grantor," whether one or more), and
Village of McFarland, a Wisconsin municipal corporation

("Grantee," whether one or more).
Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in
Dane County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): **See Attached Exhibit A**

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of all liens and encumbrances except:
municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in the Grantor's (Seller's) Real Estate Condition Report, if any, and in the Offer to Purchase for the Property between the Grantor and Grantee, if any, and general taxes levied in the year of closing and will warrant and defend the same.

Dated July 27, 2018

(SEAL)
*

(SEAL)
*

Thomas B. Gannon (SEAL)
* Thomas B. Gannon

Andrew S. North (SEAL)
* Andrew S. North

AUTHENTICATION
Signature(s) _____
authenticated on _____
* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(if not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
J Johnson scrivener / 961487
Knight Barry Title Services LLC



ACKNOWLEDGMENT
STATE OF WI _____)
Dane COUNTY) ss.
personally came before me on 7-27-18
the above-named Thomas B. Gannon, Andrew S. North
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.
* Julie Johnson
Notary Public, State of WI
My commission (is permanent)(expires: January 31, 2020)

154-0610-032-7001-4; 154-0610-032-7012-1 +

Parcel Identification Number (PIN) 154-0610-032-
This is not homestead property. 7023-8

Recording Area

Name and Return Address
Village of McFarland
5915 Milwaukee St
McFarland WI 53558

DOCUMENT #
5429052

07/27/2018 03:46 PM
Trans Fee: 2,790.00
Exempt #:
Rec. Fee: 30.00
Pages: 2

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

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

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures.

Knight Barry Title Services LLC • www.knightbarry.com

EXHIBIT A

Lots 1, 2, and 3 of Certified Survey Map No. 3119 recorded in Vol. 12 of Certified Surveys, Page 153, as Document No. 1612253, in the Village of McFarland, Dane County, Wisconsin.

For informational purposes only

Property Address: 4719 Farwell Street, McFarland, WI 53558

Tax Key No.: 154-0610-032-7001-4; 154-0610-032-7012-1; 154-0610-032-7023-8





WEDC Community Application

June 11, 2019

Required Supporting Documentation

Resolution

Section C

Attachment #05

Enclosed is a signed copy of the resolution approved by the Village Board upon recommendation of the Community Development Authority authorizing application for this grant.

RESOLUTION 2019-12

A RESOLUTION REQUESTING COMMUNITY DEVELOPMENT INVESTMENT GRANT FROM THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the Village Board of the Village of McFarland, Dane County, Wisconsin (the “Village”) has reviewed the attached Community Development Investment Grant Application through the Wisconsin Economic Development Corporation;

WHEREAS, the Village desires to access funding from this program in order to support the redevelopment of the property located at 4719 Farwell Street as a mixed use development helping to expand tax base and add jobs; and

WHEREAS, the Community Development Authority for the Village of McFarland has reviewed this application and recommended its approval to the Village Board.

NOW, THEREFORE BE IT RESOLVED that the Village Board of Trustees for the Village of McFarland does support this application and hereby directs the Village Administrator to submit this application as instructed.

The above and foregoing Resolution was duly adopted by the Village Board of the Village of McFarland at a regular meeting held this 10th day of June, 2019.

I hereby certify that the foregoing resolution was duly adopted by the Village Board for the Village of McFarland at a legal meeting held on June 10, 2019.

VILLAGE OF MCFARLAND:

By: _____
Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger
Village Clerk/Treasurer

RESOLUTION # 2019-12	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian-	Kryzenske-
Brassington-	Lytle-
Czebotar-	Utter-
Kolk-	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

June 11, 2019

Required Supporting Documentation

Map(s)

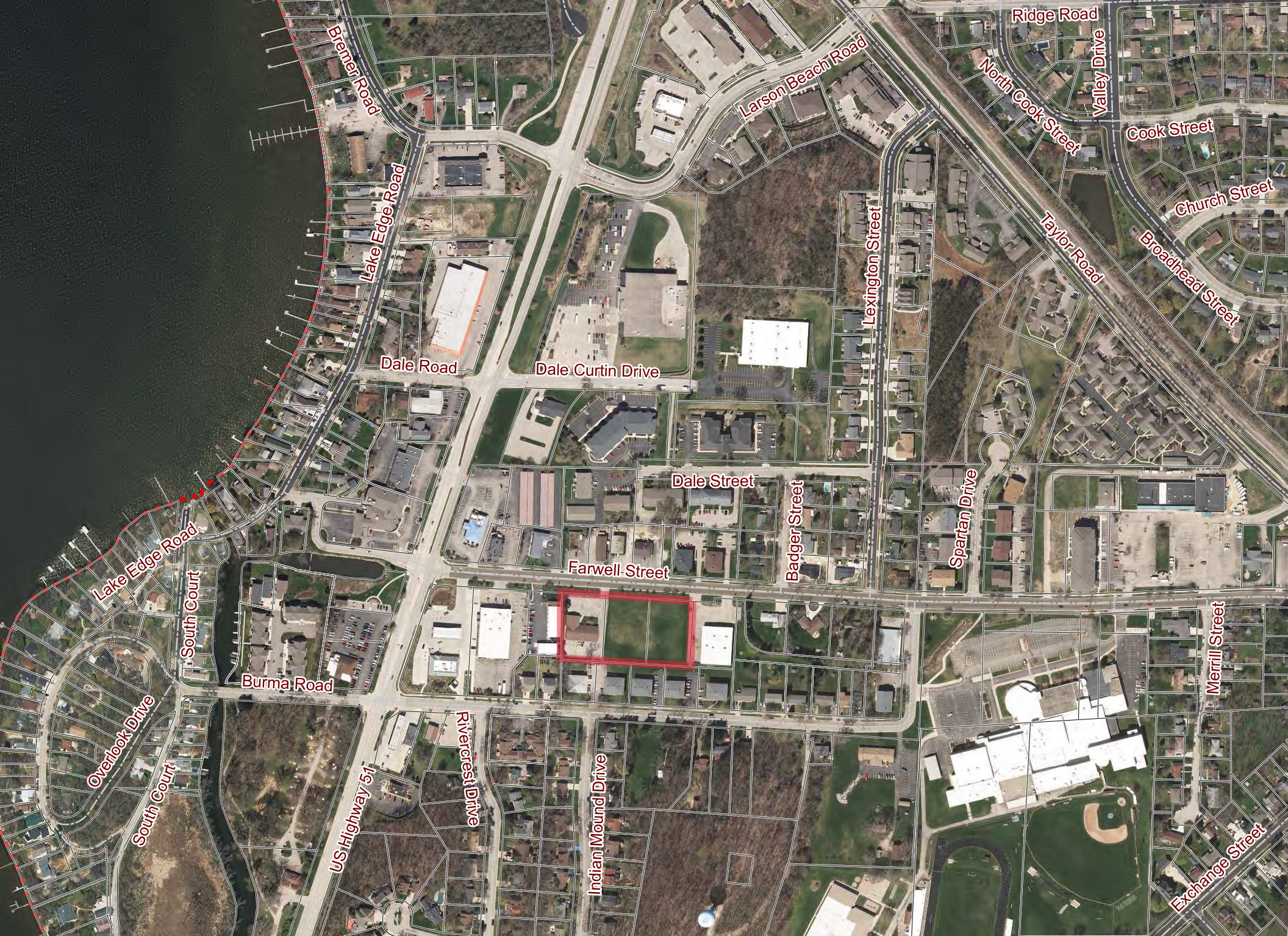
Section C

Attachment #06

A map is included indicating the project's location within the Village of McFarland and two progressive maps zoomed in with aerial photos noting a more detailed view. Project pictures from the exterior of the property and the interior of the existing structure to be razed. Finally, a copy of the boundaries for Tax Increment District #5.









Farwell Street

Badger Street

Burma Road



Photo 1 – Looking east from the parking lot of the west parcel and across the two vacant parcels at 4719 Farwell Street.



Photo 2 – Looking south at the commercial building on the west parcel of 4719 Farwell Street.



Photo 3 – Looking southwest across the two vacant parcels of 4719 Farwell St and adjacent apartment buildings to the south.



Photo 4 – Looking north in interior hallway and entrance of commercial building at 4719 Farwell St.



Photo 5 – Mechanical Room electrical panels.



Photo 6 – Looking east in the interior hallway of the commercial building at 4719 Farwell Street.



Photo 7 – Commercial buildings north of 4719 Farwell St, including the 4720 Farwell LUST property.



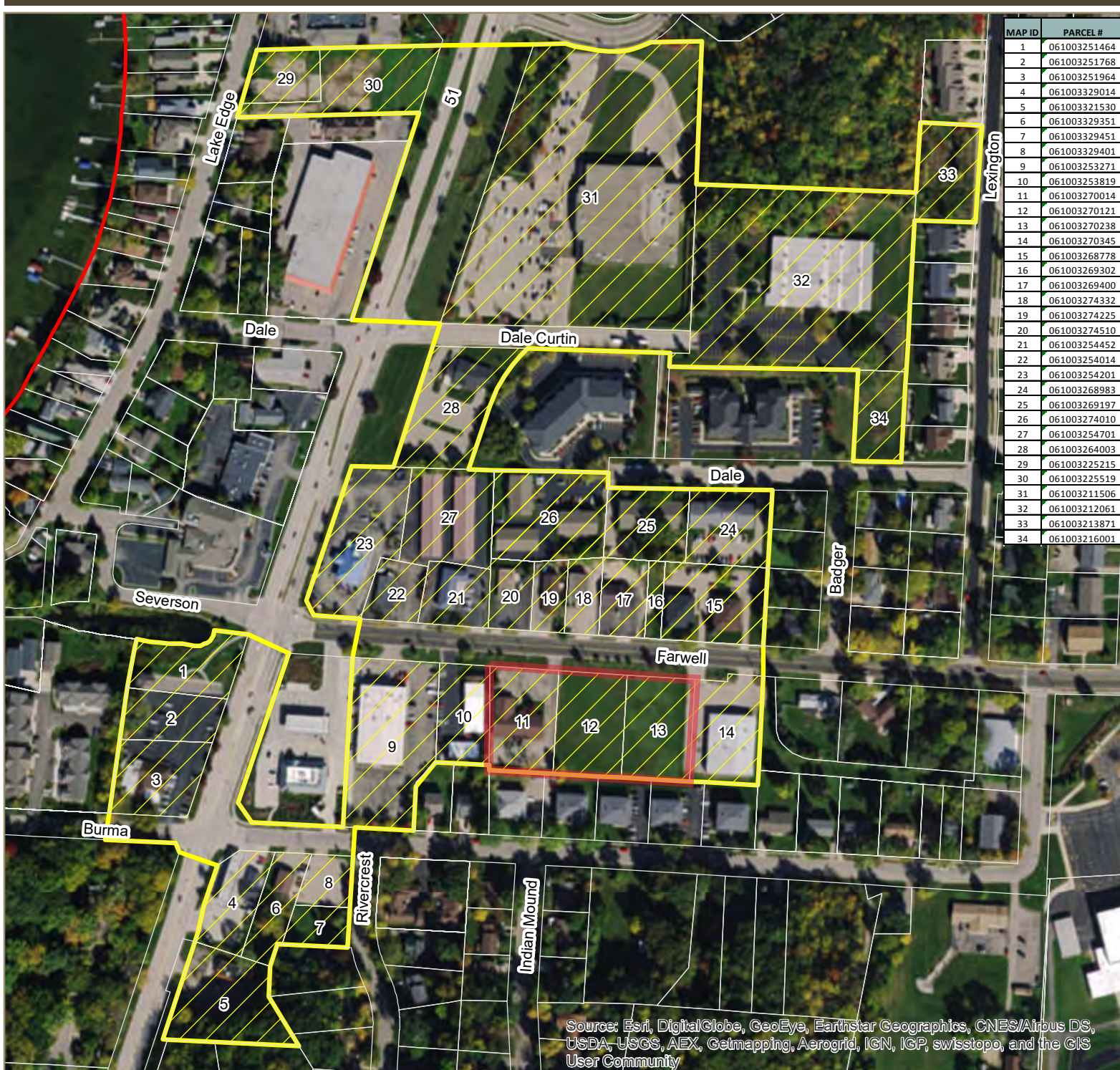
Photo 8 – West wall and west property line of commercial building at 4719 Farwell St and the adjacent Ken's Automotive Service building in photo right.



Photo 9 – Looking east along the south property line of 4719 Farwell Street.



Photo 10 – Looking east across two vacant parcels and the adjacent Midwest Equipment Specialist business building.



MAP ID	PARCEL #
1	061003251464
2	061003251768
3	061003251964
4	061003329014
5	061003321530
6	061003329351
7	061003329451
8	061003329401
9	061003253271
10	061003253819
11	061003270014
12	061003270121
13	061003270238
14	061003270345
15	061003268778
16	061003269302
17	061003269400
18	061003274332
19	061003274225
20	061003274510
21	061003254452
22	061003254014
23	061003254201
24	061003268983
25	061003269197
26	061003274010
27	061003254701
28	061003264003
29	061003225215
30	061003225519
31	061003211506
32	061003212061
33	061003213871
34	061003216001

TID #5 Boundary

LEGEND

- Municipal Limits
- Parcels
- TID #5 Boundary
- TID #5 Parcels

DATA SOURCES:
BASE DATA PROVIDED BY DANE COUNTY
TID DATA PROVIDED BY MSA
AERIAL IMAGERY PROVIDED BY ESRI

VILLAGE OF MCFARLAND
DANE COUNTY, WI



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

WEDC Community Application

June 11, 2019

Required Supporting Documentation

Budget Narrative

Section C

Attachment #07

Contained in Section C as Attachment #08 are the Cost Estimates for Phases 1 and 2 of the redevelopment of 4719 Farwell Street. The following narrative is offered as background regarding each line item presented within those estimates:

- **Eligible Project Uses**

- o Demo/Site Clearance – There is an existing small office building on one of the three parcels to be developed. This will be razed with the project in order to make room for the new development.
- o Site Prep – About two thirds of the property is vacant with the remaining third to be vacant following demolition of the office building. Site preparation includes general grading, excavation, utility construction, and other stormwater management preparation.
- o Construction – The bulk of the expense lies within the construction of the mixed use building in Phase 1 and the commercial building in Phase 2.
 - *Phase 1 – Mixed Use Building:* This will be a three story structure containing 47 residential units on floors one through three, and approximately 2,696 square feet of commercial space fronting on Farwell Street. The residential portion of the project will feature a combination of studio, 1 bedroom, and 2 bedroom units while the commercial area is suitable for 1 or 2 tenants. The exterior materials

will be a combination of masonry and fiber-cement siding. A central outdoor gathering area that includes a pavilion, seating areas, grills, and landscape planters will be available to residents. Each apartment will also have their own individual patio or deck. Interior to the structure there will be common residential amenities including an exercise and community room. Residents will have access to both underground and surface parking.

- *Phase 2 – Commercial Building:* This portion of the project is a standalone building dedicated for commercial uses that is approximately 12,000 square feet in size. The building will front on Farwell Street with various pedestrian connection points from the sidewalk to promote walkability and accessibility to these businesses. Parking for the whole site will be provided through a central access point with surface parking to support this use in the rear of the property. The amount of future tenants will be dependent on lease up and space needs for users which is in process of marketing and negotiation. The façade will utilize high quality materials consistent with the apartment building to give it a strong commercial presence within the corridor.
- o Other – REQUESTED MORE INFO FROM BRETT.

- **Non-Eligible Costs**

- o Property Acquisition – The Village through its TID #5 acquired the property in 2018. Through an RFP process the property was offered to prospective developers for \$1 to incentivize their participation in the project. A closing on the transaction will be scheduled in the Fall of 2019 just prior to the beginning of construction for Phase 1.
- o Professional Fees – The Developer reports the need for architectural, legal, and environmental assessment costs in order to advance the project.
- o Permit Fees – This amount includes both the fees in order to acquire a building permit from the Village, and all necessary impact fees for parks,

utilities, library, and as applicably charged to such projects. A significant portion of this fee is attributed to impact fees which go to support future capital development of those systems.

- o Financing Fees – Fees reported by the Developer in order to borrow money to support the bulk of the capital investment.
- o Developer Fees – As the Developer of record they reported their fees for the project in order to design, implement, and manage the project.

WEDC Community Application

June 11, 2019

Required Supporting Documentation

Cost Estimates

Section C

Attachment #08

Enclosed are the completed project budget worksheet forms from the WEDC regarding cost estimates for the project. The “Uses” are broken out between Phase 1 (mixed use building) and Phase 2 (commercial building). The “Sources” then split the “Uses” amongst the various funding sources which is through the WEDC, Village (i.e. – TID #5), Developer (i.e. – equity), and bank (i.e. – their borrowing).

WEDC Community Investment Grant (CDI) - Project Estimates

Project: 4719 Farwell Redevelopment

Estimates:	Phase	Phase								
Eligible Project Uses	1	2	3	4	5	6	7	8	9	Totals
Demo/Site Clearance	65,000									65,000
Site Prep	275,000									275,000
Building in Renovations										0
Building Fixtures										0
Construction/Elect./Plumb.	5,460,000	1,800,000								7,260,000
Infrastructure *										0
Streets										0
Sidewalk Parking										0
Other 1:	31,000									31,000
Other 2:										0
Other 3:										0
Eligible Total	5,831,000	1,800,000	0	0	0	0	0	0	0	7,631,000

Non-eligible Costs										Totals
Property Acquisition	1	0								1
Professional Fees **	167,250	400,500								567,750
Other 1: Permit Fees	255,000									255,000
Other 2: Financing Fees	98,000									98,000
Other 3: Developer Fees	323,000									323,000
Non Eligible Total	843,251	400,500	0	0	0	0	0	0	0	1,243,751
Total Vendor Estimate	6,674,251	2,200,500	0	0	0	0	0	0	0	8,874,751

* Sewer, water mains, etc.

** Architecture, Legal, Engineering, Consulting ,etc.

WEDC Community Investment Grant (CDI) - Project Budget Worksheet

Project: 4719 Farwell Redevelopment

Eligible Costs Primer	Eligible Project Uses	WEDC Grant	Source 1 Village	Source 2 Developer	Source 3 Bank	Source 4	Source 5	Source 6	Source 7	Source 8	Source 9	Total	Costs Balance Check
	Source Allocation	0										0	
65,000	-- Demo/Site Clearance	65,000										65,000	0
275,000	-- Site Prep		125,000		150,000							275,000	0
0	-- Building in Renovations											0	0
0	-- Building Fixtures											0	0
7,260,000	-- Construction/Elect./Plumb.	185,000	425,000		6,650,000							7,260,000	0
0	-- Infrastructure											0	0
0	-- Streets											0	0
0	-- Sidewalk Parking											0	0
31,000	-- Other 1: 0				31,000							31,000	0
0	-- Other 2: 0											0	0
0	-- Other 3: 0											0	0
7,631,000	Eligible Total	250,000	550,000	0	6,831,000	0	0	0	0	0	0	7,631,000	0
250,000	% of Project	3.3%	7.2%	0.0%	89.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	
	Non-eligible Costs												
1	-- Property Acquisition			1								1	0
567,750	-- Professional Fees			457,000	110,750							567,750	0
255,000	-- Other 1: Permit Fees			255,000								255,000	0
98,000	-- Other 2: Financing Fees				98,000							98,000	0
323,000	-- Other 3: Developer Fees			323,000								323,000	0
1,243,751	Non-eligible Total	0	0	1,035,001	208,750	0	0	0	0	0	0	1,243,751	0
8,874,751	Total: All Activity Costs	250,000	550,000	1,035,001	7,039,750	0	0	0	0	0	0	8,874,751	
	% of Project	2.8%	6.2%	11.7%	79.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	
	Remaining Source Funds	(250,000)	(550,000)	(1,035,001)	(7,039,750)	0	0	0	0	0	0	(8,874,751)	

* WEDC Grant not to exceed 3:1 match of eligible costs. Maximum grant: \$250,000

** No more than 30% of Match can be state or federally sourced

Sources vs Uses: 0



WEDC Community Application

June 11, 2019

Required Supporting Documentation

Development Agreement

Section C

Attachment #09

The drafting of the Development Agreement is anticipated in July of 2019 and approval is likely to follow in August. The terms will mirror past agreements approved for this purpose and inline with the parameters of this grant and the Village's policies on tax increment financing. A signed copy will be provided to the WEDC prior to the request for the disbursement of funds.

Enclosed within this submittal is a copy of the TIF Application for Phase 1 of the project that was reviewed and recommended for approval by the CDA on June 5, 2019. The recommendation was considered and approved by the Village Board on June 10, 2019. This is our most current commitment to support the project with a more formal development agreement to follow after project approval has been issued in July.

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



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

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

A. APPLICANT INFORMATION

Project Name: TBD

Applicant: Lakestone Properties

Mailing Address: 5910 Main Street, Suite 1, McFarland, WI 53558

Primary Contact: Brian Spanos

Telephone: 608-838-1800

Email: _____

Fax: _____

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation

☒ LLC

☐ Partnership

☐ Other: _____

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

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

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

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

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

Name	Title/Company	Email	Phone #
Brian Stoddard	Knothe & Bruce	bstoddard@knothebruce.com	
Ryan Quam	Quam Engineering	rquam@quamengineering.com	
Mike Montalto	Montalto & Assoc.	mikemontalto2006@yahoo.com	

B. PROPERTY INFORMATION

Parcel(s) Address: 4719 Farwell Street

Parcel(s) Tax Number: 0610-032-7001-4; 0610-032-7012-1; 0610-032-7023-8

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

If no, current owner is: Village of McFarland

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

documentation and note the expiration date here: _____

Total Lot Size: 99,491 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

If yes, indicate Total Building Size Approx 6,500 sq.ft.

Most recent property assessment (PA):

\$ see attached Land \$ see attached Improvements \$ see attached Total

Existing Uses: Office / Land

Existing Zoning: Other

Existing Uses, Adjacent Parcels: _____ N _____ S _____ E _____ W

Existing Zoning, Adjacent Parcels: _____ N _____ S _____ E _____ W

Will a zoning change be requested? ☐ No ☒ Yes

If yes, indicate new zoning Planned Development

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

Existing Mortgage Holder: N/A

Contact Person & Phone Number: N/A

Does the property have any existing tax delinquencies, zoning or building violations? ☒ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

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

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

See attached

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

See attached

Current annual revenue: \$ _____ Estimated annual revenue: \$ _____

Current annual expenses: \$ _____ Estimated annual expenses: \$ _____

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

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

Describe the project schedule.

Final Plan/Specification Preparation Date: see attached

Preliminary Construction Start Date: see attached

Preliminary Construction Completion Date: see attached

Date Occupied or Opened: see attached

Number of principal buildings and estimated square footage: Mixed Use Building = 50,732 sq ft

Estimated equalized assessed valuation after project completion (EAV)

\$ see attached Land \$ see attached Improvements \$ see attached Total

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

Pre-improvements: \$ See attached PA x _____ Mill Rate = \$ _____ Total (A)

Post-improvements: \$ See attached PA x _____ Mill Rate = \$ _____ Total (B)

Additional increment (B-A) = \$ See attached

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

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

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

☒ No ☐ Yes

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

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

See attached

Who will own and operate the developed property? Lakestone Properties & Management LLC

Do similar businesses/uses already exist in McFarland?

☐ No ☒ Yes, If yes, indicate There are other multi-tenant residential buildings in the Village

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

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

\$0-\$19,000

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

\$20,000-\$39,000

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

\$40,000-\$59,000

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

\$60,000+

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

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

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

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

☐ No ☐ Yes

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

See attached

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

See attached

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

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

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition	\$1.00	Equity / TIF / Loan
Environmental testing/remediation	\$8,000	Equity / TIF / Loan
Demolition	\$65,000	Equity / TIF / Loan
Construction of new building(s)	\$5,459,920	Equity / TIF / Loan
Site Improvements	\$275,000	Equity / TIF / Loan
Renovation of existing structures	\$0.00	Equity / TIF / Loan
Cost of installation of machinery/equipment	\$0.00	Equity / TIF / Loan
Architectural/Engineering fees	\$146,700	Equity / TIF / Loan
Legal & other professional fees	\$12,500	Equity / TIF / Loan
Permit fees	\$255,000	Equity / TIF / Loan
Financing fees	\$97,802	Equity / TIF / Loan
Developer fees	\$322,963	Equity / TIF / Loan
Other (please specify)	\$31,000	Equity / TIF / Loan
Total Project Costs	\$6,674,008	

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

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	\$350,000	5.24 %
Equity	\$734,801	11.01 %
Loans	\$5,339,207	80.00 %
Grants	\$250,000	3.75 %
Other (please specify)		%
Total Project Costs	\$6,674,008	100.0 %

Lender for Project if in addition to the Village: Lender is TBD - Attached is a Letter of Interest from McFarland State Bank

Officer **Dan Carey** Phone **608-838-5040** Email _____

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

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

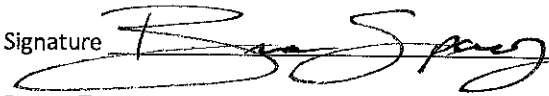
I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs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

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

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

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

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

Applicant Brian Spanos - Lakestone Properties Title Partner
Signature  Date 4/30/19

Return To:

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

TIF Application – Lakestone Properties

Phase I – Gannon Land

Project Description

- The project site currently consists of two vacant parcels and a third parcel with a one-story commercial building. Phase I of the development proposes to deconstruct the existing ~6,500 square foot commercial building and construct a mixed-use building consisting of 47 apartments and 2,672 square feet of commercial space. Phase II is a single story 12,000 square foot commercial building.

Sustainability / Green Design

- Building envelope will be designed to be compliant with the 2015 International Energy Conservation Code and current Wisconsin State Energy Code
- LED lighting throughout
- Energy star appliances
- High efficiency heating and cooling units
- Project is located on an infill lot in an established neighborhood
- Project is located on a bike route
- Project is located within walking distance of shopping and restaurants
- On-site commercial uses are included in project
- Windows will be Energy Star or have a U value of less than 0.30
- Occupancy sensors used in parking garage and common spaces
- Recycled content carpet pad used
- Energy Star bath fans used
- GreenGaurd or equivalent certified low formaldehyde insulation used
- Low V.O.C. paints and primers used

Project Schedule

- Mixed-Use Building
 - Timing is based on the approval process. Construction would either start in the Fall of 2019 or Spring of 2020
 - Timeline for construction is 12 months

Estimated Incremental Property Taxes

- Pre-Improvements
 - Value = \$725,500
 - Taxes = \$14,854

- Post-Improvements
 - Total Value = \$4,605,000
 - Total Taxes (Estimated) = \$94,816

Proposed tenants of the project

- Apartments shall be marketed towards residents over 55 years old. The commercial space will be marketed towards office and service businesses.

Community Involvement

- Lakestone has been a long-time business member of the McFarland community and has contributed to the Chamber of Commerce, McFarland Education Foundation, McFarland Athletics, and many more local groups and charities.

TIF Request

- The overall costs of construction, poor soil conditions, and extensive site improvements have resulted in a non-performing project that needs tax incremental financing assistance to create a viable development. The TIF request for Phase I is \$350,000.
- Some of the public benefits of this project include;
 - Development of an infill site
 - Increased real estate tax revenue
 - A project consistent with the goals and objectives of the Village
 - Additional homes for residents in the Farwell corridor that will support local businesses
 - A location for new and existing businesses to grow in the Village

WEDC Community Application

June 11, 2019

Required Supporting Documentation

Financing Commitments

Section C

Attachment #10

Attached are letters from the McFarland State Bank outlining terms via their letter of interest in the project. They have requested the Village outline its commitment for the project with the tax increment financing application for Phase 1 of the project before taking next steps with their client. The application for tax increment financing to advance the first phase of this project was reviewed and recommended for approval by the Community Development Authority on June 5, 2019. Additionally, the Village Board considered this recommendation at its meeting on June 10, 2019 and also took action to approve the application. Next steps for the Developer are to complete the project approval process (i.e. site plan review and rezoning) with the Plan Commission in July and finalize the Development Agreement in August. This will then allow the bank to solidify its financing commitment with the Developer in line with when the project is to begin construction.

April 2nd, 2019

Brian Spanos & Brett Riemen
Lakestone Properties & Management
5910 Main St.
McFarland, WI 53558

Re: Lakestone Properties' Farwell St. 44 unit w/ 2,700 SF commercial space (former "Gannon" property)

To whom this may concern,

McFarland State Bank ("the Bank") is pleased to express its continuing interest in the above referenced development project. This letter is not intended to serve as a commitment to lend on the Bank's part, but is intended to serve as a letter of interest in financing the proposed project, with a guideline of a loan structure that would be considered by the Bank. The following is an outline of the general financing structure for the proposed project:

1. Loan amount not to exceed 80% of the total costs of the project or appraised value, whichever is less.
2. A pro-forma cash flow on the property evidencing a 1.20X debt service coverage ratio
3. Required debt service to be based upon a 25 year amortization schedule

The Bank will now await the Village of McFarland's project approvals with a finalized Developer's Agreement. From there, we can proceed with ordering an appraisal on the property. The TIF commitment remains a critical component in viability of the project moving forward.

If you have any questions, please call me at 608-838-5040. We appreciate the opportunity and look forward to proceeding with the loan transaction.

Sincerely,



Dan Carey
Assistant Vice President Commercial Lending
McFarland State Bank
608-838-5040

April 2nd, 2019

Brian Spanos & Brett Riemen
Lakestone Properties & Management
5910 Main St.
McFarland, WI 53558

Re: Lakestone Properties' Farwell St. 12,116 SF commercial development (former "Gannon" property)

To whom this may concern,

McFarland State Bank ("the Bank") is pleased to express its continuing interest in the above referenced development project. This letter is not intended to serve as a commitment to lend on the Bank's part, but is intended to serve as a letter of interest in financing the proposed project, with a guideline of a loan structure that would be considered by the Bank. The following is an outline of the general financing structure for the proposed project:

1. Loan amount not to exceed 75% of the total costs of the project or appraised value, whichever is less.
2. As it related to the commercial building, a "pre-lease" requirement of approximately 60% of the total rentable square footage of the building. The "pre-lease" rent shall be enough to cover the required debt service on the property on a 1:1 basis. In other words, the total committed rent, prior to construction, is at a minimum equal to, the total debt service requirement.
3. Required debt service to be based upon a 25 year amortization schedule

The Bank will now await the Village of McFarland's project approvals with a finalized Developer's Agreement. From there, we can proceed with ordering an appraisal on the property. The TIF commitment & "pre-leased" commercial space remain critical components in viability of the project moving forward.

If you have any questions, please call me at 608-838-5040. We appreciate the opportunity and look forward to proceeding with the loan transaction.

Sincerely,



Dan Carey
Assistant Vice President Commercial Lending
McFarland State Bank
608-838-5040

McFarland • Stoughton • Sun Prairie

McFarland Corporate Office: 5990 US Highway 51, PO Box 7 • McFarland, WI 53558
Office: 608.838.3141 • Fax: 608.838.4450

www.msbonline.com



WEDC Community Application

June 11, 2019

Required Supporting Documentation

Organization

Section C

Attachment #11



WEDC Community Application

June 11, 2019

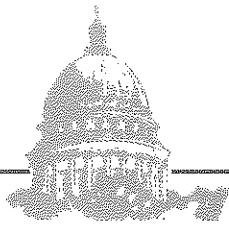
Required Supporting Documentation

Statements of Support

Section C

Attachment #12

Enclosed please find attached letters of support for the project.



MARK MILLER
WISCONSIN STATE SENATOR

P.O. Box 7882 Madison, WI 53707-7882

June 11, 2019

Wisconsin Economic Development Corporation
Attn: Melissa Hunt, WEDC Regional Economic Development Director
201 W. Washington Avenue
Madison, WI 53703

Re: Village of McFarland Application to Community Development Investment Grant Program

Dear Ms. Melissa Hunt,

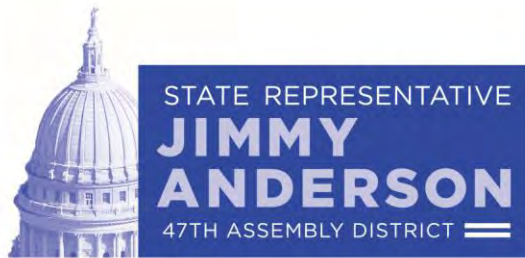
I am writing today in support of the application by the Village of McFarland for a Community Development Investment Grant to advance local economic development opportunities in their Community. Specifically, this grant is to be used to redevelop the property at 4719 Farwell Street as a mixed-use development offering new opportunities for residential and commercial use.

Without the grant the Village would not likely be successful in achieving the full potential of the proposed development. Specifically, their desire to add new dedicated commercial space to this property within a heavily traveled commercial corridor that has not seen this kind of growth in many years. The project as proposed aligns with the goals of this grant program and the funds would be well deserved within their Community.

To that end, I fully endorse the application for the Village of McFarland for the maximum \$250,000 grant available to assist their Community with demolition and new construction costs. The Village itself is making a sizeable investment in the project, and I believe the State's share in that expense is reasonable. This is a great opportunity for the State of Wisconsin to participate at the local level to assist in the Village in building a strong local economy.

Sincerely,

Mark Miller
State Senator
16th Senate District



June 11, 2019

Wisconsin Economic Development Corporation
Attn: Melissa Hunt, WEDC Regional Economic Development Director
201 W. Washington Avenue
Madison, WI 53703

Re: Village of McFarland Application to Community Development Investment Grant Program

Dear Ms. Melissa Hunt,

I am writing today in support of the application by the Village of McFarland for a Community Development Investment Grant to advance local economic development opportunities in their Community. Specifically, this grant is to be used to redevelop the property at 4719 Farwell Street as a mixed-use development offering new opportunities for residential and commercial use.

Without the grant the Village would not likely be successful in achieving the full potential of the proposed development. Specifically, their desire to add new dedicated commercial space to this property within a heavily traveled commercial corridor that has not seen this kind of growth in many years. The project as proposed aligns with the goals of this grant program and the funds would be well deserved within their Community.

To that end, I fully endorse the application for the Village of McFarland for the maximum \$250,000 grant available to assist their Community with demolition and new construction costs. The Village itself is making a sizeable investment in the project, and I believe the State's share in that expense is reasonable. This is a great opportunity for the State of Wisconsin to participate at the local level to assist in the Village in building a strong local economy.

Sincerely,

Jimmy Anderson
State Representative
47th Assembly District



BOARD OF SUPERVISORS County of Dane

ROOM 118, CITY-COUNTY BUILDING
210 MARTIN LUTHER KING, JR. BOULEVARD
MADISON, WISCONSIN 53703-3342
608/266-5758 • FAX 266-4361 • TDD 266-4121



June 5, 2019

Wisconsin Economic Development Corporation
Attn: Melissa Hunt, WEDC Regional Economic Development Director
201 W. Washington Avenue
Madison, WI 53703

Re: Village of McFarland Application to Community Development Investment Grant Program

Dear Ms. Hunt,

I am writing today in support of the application by the Village of McFarland for a Community Development Investment Grant to advance local economic development opportunities in their community. Specifically, this grant is to be used to redevelop the property at 4719 Farwell Street, a heavily traveled corridor that leads visitors to McFarland's historic downtown.

Without the grant the village would not likely be successful in achieving the full potential of the proposed development, specifically, their desire to add new dedicated commercial space that will generate job opportunities. This mixed-use infill and redevelopment project on an underused property, as proposed, aligns well with the goals of this grant program; the funds would be a worthy investment in this community.

To that end, I fully endorse the application for the Village of McFarland for the maximum \$250,000 grant available to assist the community with demolition and new construction costs. The Village itself has made, and is making a sizeable investment in the project and I believe the State's share in that expense is reasonable. This is a great opportunity for the State of Wisconsin to participate at the local level to assist the Village of McFarland in creating jobs and building a strong local economy.

Sincerely,

Patrick Miles
Dane County Board of Supervisors, District 34
5410 North Pass
McFarland, WI 53558



June 11, 2019

Wisconsin Economic Development Corporation
Attn: Melissa Hunt, WEDC Regional Economic Development Director
201 W. Washington Avenue
Madison, WI 53703

Re: Village of McFarland Application to Community Development Investment Grant Program

Dear Melissa;

I am writing today in support of the application by the Village of McFarland for a Community Development Investment Grant to advance local economic development opportunities in its Community. Specifically, this grant is to be used to redevelop the property at 4719 Farwell Street as a mixed-use development offering new opportunities for residential and commercial use.

Without the grant the Village would not likely be successful in maximizing the full potential of the proposed development. Of particular concern would be the inability to add new dedicated commercial space to this property within a heavily traveled commercial corridor that has not seen this kind of growth in many years. The project as proposed aligns with the goals of this grant program and the funds would be well deployed within the Community.

To that end, I fully endorse the application by the Village of McFarland for the maximum \$250,000 grant available to assist the Community with demolition and new construction costs. The Village itself is making a sizeable investment in the project, and I believe the State's share in that expense is reasonable. This is a great opportunity for the State of Wisconsin to participate at the local level to assist the Village in building a stronger local economy.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Jadin", with a large, stylized initial "P" and "J".

Paul F Jadin

WEDC Community Application

June 11, 2019

Real Estate Pro Forma Information (if applicable)

Section D

Attachment #00

1. What is the market rate for triple net* rent in the project's market?

* Triple net rent is the base rent that does not include any utility, common are, maintenance, insurance or taxes.

2. What is the project's average triple net rent?
3. If the project's rent is less than general market conditions, please provide an explanation as to why:
4. How much equity is the development entity investing in the project?
5. What is the anticipated vacancy rate?

6. How much debt can the project service at what rate and term with what minimum debt coverage ratio?
7. What is the average rate of return for the first five years of the project once the building is placed in service?
 - a. Please define the formula utilized to determine the rate:
 - b. If the project does not provide a return on investment, please explain how the development entity anticipates covering the costs associated with the development:



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, June 10, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding revisions to Chapter 29 on Harassment within the Personnel Policy Manual.

PREVIOUS ACTION:

The Committee has discussed this issue over the course of several meetings since December of 2017.

The Committee also looked at a revised version of this policy at its meeting on March 4, 2019 and May 6, 2019.

A recommendation of final approval was granted by the Committee at their meeting on June 3, 2019.

ISSUE SUMMARY:

Please find enclosed an updated Chapter 29 of the Personnel Policy Manual on Harassment following the completion of the work by the Personnel Committee to update this document. The Committee spent the better part of a year working on this document off and on to get the language updated from its former draft. The final document included here is inclusive of all of the changes agreed to by the Committee and approved for use by the Labor Attorney.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

McFarland Personnel Policy Manual

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:



1. McFarland PPM - Chapter 29 Harassment 06072019 mgs

CHAPTER 29 – UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION

29.01 Purpose

The Village is committed to providing a professional work environment. This means that the Village will not tolerate any form of unlawful harassment, discrimination, or retaliation, including conduct as defined in this policy directed at an employee or applicant for employment because of his or her sex (including sexual orientation, gender identity, transgender status, and pregnancy), race, color, national origin, age, ancestry, disability/handicap, religion, creed, ancestry, genetic information or history, marital status, participation in the military reserve and veteran status, arrest and conviction record, or any other legally protected characteristic.

The purpose of this policy is to provide procedures for reporting, investigating and resolving complaints of unlawful harassment, discrimination and retaliation. The Village will not tolerate unlawful harassment, discrimination or retaliation by any employee, elected or appointed officeholder, or non-employees who conduct business with the Village. The Village considers harassment, discrimination and retaliation of others to be forms of serious misconduct worthy of discipline up to and including termination or removal, and other remedial response designed to end the prohibited behavior.

Individuals protected under this policy include all employees and applicants. Any unwelcome conduct that originates from a non-employee (e.g., elected officeholders, contractors or visitors) will be investigated in accordance with this policy under the authority of the Village Board.

29.02 Discrimination

Discrimination may include, but is not limited to, any negative conduct or action: (1) directed toward or about any employee; or (2) taken with respect to any employee because of that employee's race, color, religion, age, sex, national origin, disability or handicap, veteran status, ancestry, marital status, or any other characteristic protected by applicable federal, state or local law.

29.03 Sexual Harassment

Sexual harassment may include, but is not limited to, any unwelcome or unwanted sexual advances, requests for sexual favors, or other acts of a sexual or sex-based nature between members of the same or opposite sex where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based on an individual's acceptance or rejection of such conduct; or (3) such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment is not limited to sexual advances or expressions of sexual desire. It may also include expressions of hostility or dislike or other inappropriate conduct toward another based on that individual's sex or gender. The offender or victim of sexual harassment may be of any gender and sexual harassment can occur between persons of the same or opposite gender.

29.04 Discriminatory Harassment

Discriminatory harassment may include, but is not limited to, any conduct relating to an individual's race, color, religion, age, national origin, disability or handicap, veteran status, ancestry, marital status, or any other characteristic protected by applicable federal, state or local law, where the conduct: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Examples of inappropriate or offensive conduct, prohibited harassment or discrimination include, but are not limited to:

- Unwanted sexual advances, flirtations, innuendo, explicit sexual propositions or demands for sexual favors in exchange for favorable treatment or continued employment.
- Threats or insinuations that the individual's employment, wages, promotional opportunities, job or shift assignments or other conditions of employment may be adversely affected by not submitting to sexual advances.
- Sexually oriented kidding, teasing, practical jokes or horseplay, jokes about gender specific traits, sexually suggestive or obscene body language or gestures.
- Display of sexually suggestive, obscene or offensive printed or visual material including viewing or displaying such material on a computer via the Internet, e-mail or other electronic means.
- Physical contact, such as touching, patting, pinching or brushing against another's body.
- Teasing or jokes referring to race, national origin, ethnicity, age, or any other protected characteristic.
- Vulgar, obscene or other inappropriate language.
- Referring to an individual's race, age, physical or mental condition, particularly when making decisions affecting the individual in the workplace or which affect the individual's ability to perform his or her job.

This list describing discrimination, harassment and inappropriate conduct is not exhaustive. Because inappropriate conduct is not on this list does not mean the conduct is not harassing, discriminatory or inappropriate. The Village retains the right in all situations to discipline an employee that has been found to have engaged in harassing, discriminatory, retaliatory or other inappropriate conduct regardless of whether the conduct is specifically described above.

29.05 Retaliation

Retaliation against any employee for filing a harassment, discrimination or retaliation complaint, or for assisting, testifying or participating in the investigation of such a complaint, is prohibited by the Village and may be prohibited by state and federal law.

Retaliation is a form of misconduct. Employees who are found to have retaliated against a complainant or witness will be subject to discipline separate from, and in addition to, any discipline determined to be appropriate as a result of the Village's findings on the initial complaint. Because of the Village's commitment to prohibiting retaliatory behavior, employees should expect that consequences for retaliation will likely result in discipline up to and including discharge.

29.06 Reporting Procedures

(1) Whenever an employee perceives conduct to be harassing or discriminatory, several options are available to address the problem.

- (a) Any employee experiencing or observing harassment, discrimination, or retaliation is encouraged, but not required, to inform the person that his or her actions are unwelcome and offensive and that the person should stop such behavior. This initial contact can be either verbal or in writing. The employee should document all incidents in order to provide the fullest basis for investigation if needed.
- (b) Any employee who believes that he or she is being harassed, discriminated, or retaliated against, or who witnesses such conduct is expected to report the incident as soon as possible to their immediate Supervisor. This is so that necessary preventive steps can be considered and taken to end any prohibited harassment, discrimination, or retaliation, and so that appropriate investigation and correction may be started according to Section 29.08. Supervisors receiving reported incidents of harassment shall notify their immediate Supervisor and the Village Administrator.
- (c) Any employee who believes that he or she is being harassed, discriminated, or retaliated against or who witnesses such conduct, and has reported this conduct to their immediate Supervisor, may also report the incident as soon as possible to the following individuals if no or unsatisfactory action was taken by the Supervisor to address the harassment alleged:
 - 1. Village Administrator;
 - 2. Village Clerk/Treasurer;
 - 3. Village Board President or Village Administrator, if such conduct is engaged in by an elected or appointed officeholder of the Village; and/or
 - 4. Village Board President, if such conduct is engaged in by the Village Administrator.

- (d) An employee who believes he or she is being harassed, discriminated, or retaliated against by an immediate Supervisor, may report the matter to any of the individuals identified in subsection (c).

(2) An employee who becomes aware that another employee is being harassed, shall promptly report those concerns as described in the immediately preceding paragraph. All employees, whether victims of harassment or not, are expected to bring violation of this policy to the attention of the Village by informing one of the individuals described above.

(3) Any unwelcome conduct that originates from a non-employee (e.g., elected officeholders, contractors or visitors) should also be reported.

The Village will determine the appropriate course of action to promptly and thoroughly address the complaint, including any immediate remediation of the behavior. The Village may initiate an investigation or have the victim and the accused engage in conciliatory efforts to resolve the matter if acceptable to the victim.

29.07 The Conciliation Process

(1) The conciliation process is a means to address potential complaints and concerns under this policy quickly and in an informal manner. This process is not appropriate for all situations and will not resolve all issues. It may be initiated before or after the employee has filed an internal complaint. The conciliation process is voluntary, and may be used only when agreed upon by the parties directly concerned: the complainant(s), management, and the accused.

(2) Conciliation seeks to resolve problems by allowing the affected parties to present their issues and then assisting them in arriving at effective, reasonable solutions agreeable to all. When solutions have been identified, management will follow up to ensure that the implementation has been carried out and is effective

29.08 Harassment Complaint and Investigation Process

(1) A Village employee may report a complaint either verbally or in writing. Employees are encouraged to follow the process of first reporting their complaints to their Supervisor, however it is recognized that in some instances, including if their complaint is regarding their supervisor, they may feel the need to report elsewhere. In that instance, Employees may be asked for their reasons in choosing to report differently. No Employee will be penalized in any way for that choice.

(2) If it is determined that an investigation is required, the investigation will be conducted promptly, thoroughly and impartially. The investigation of harassment complaints will normally be conducted by the Village Administrator or a designee.

(3) The confidentiality of the investigation, the identity of the individual who submits a report, witnesses and the target of the complaint will be maintained throughout the investigatory process to the extent consistent with a thorough and impartial investigation.

- (4) Private interviews will be conducted with the person filing the complaint, the alleged victim of the behavior (if different), the accused employee(s), and any witnesses.
- (5) Findings will be documented and maintained in a secure location. Such records will not become part of a personnel file unless discipline is administered or an employee's status is changed as a result of the complaint being filed.
- (6) When the investigation is complete, to the extent appropriate, the person filing the report, the alleged victim (if different), and the person alleged to have committed the harassment will be informed of the findings.
- (7) The Village will take immediate and proportional corrective action designed to end any prohibited behavior occurring, which may include appropriate disciplinary action, up to and including termination.

29.09 External Complaint Procedures

The internal complaint process is not meant to be a substitute for an employee's right to file a formal complaint with either the Equal Rights Division or the Equal Employment Opportunity Commission. However, the filing of a complaint with an external agency does not relieve the employee of the responsibility to also file an internal complaint pursuant to the Village's anti-harassment policy. The Village has a responsibility under the law to investigate claims of harassment and to take appropriate remedial measures, and is unable to do so unless the matter is brought to its attention through the internal complaint procedure.

Additional procedures for reporting complaints of harassment are available to employees through:

The Equal Rights Division, Department of Workforce Development, 201 East Washington Avenue, P.O. Box 8928, Madison, WI 53708, Telephone: (608)266-6860. File within 300 days of the last violation.

The U.S. Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, WI 53203, Telephone: (414)297-1111. File within 300 days of the last violation.