

Monday, August 26, 2019

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AMENDED AGENDA

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) WisDOT Update on US 51 Corridor Study and Schedule.
 - b. Public Communications
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the August 12, 2019 Village Board meeting.
 - b. Motion to approve the minutes of the August 14, 2019 Village Board meeting.
 - c. Motion to approve pre-paid checks #75043-75055 in the amount of \$977,180.60 and current checks #75056-75135 in the amount of \$117,334.40.
 - d. Motion to approve the Event Permit application from Lisa Seidel, Half Pint Resale for the Half Pint Resale Children's Consignment Sale on September 7 and September 8, 2019 with the conditions provided from the Police Chief and Fire & EMS Chief.
 - e. Motion to approve the alcohol beverage operator's license for Ronald Blum (Parkside Pub), Dawn Masche (Loeeder Oil), Timothy Kullmann (Loeder Oil), and Jenifer Brechtel (Parkside Pub) for the period ending June 30, 2020
 - f. Motion to approve appointing Blake Draper to serve on the Communications & Technology Committee for a term ending April 30, 2020 and the Board of Zoning Appeals for a term ending April 30, 2022.
 - g. Motion to approve appointing Scott Peters to serve on the Plan Commission 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. Parks, Recreation, and Natural Resources Committee (Trustees Kolk & Utter)
 - 1) Discussion and action regarding the award of contract for the Orchard Hill Frisbee Golf Course project and approval for Change Order 2019-01.
- b. Plan Commission (President Czebotar & Trustee Kolk)
 - 1) Discussion and action on proposed Certified Survey Map from Lakestone Properties, LLC for the property located at 4719 Farwell Street in order to create two lots for a mixed use development.
 - 2) Discussion and action regarding a Certified Survey Map from Jack Kapinus for the property located at 6116 Overlook Drive in order to combine residential parcels.
 - 3) Discussion and action regarding a Condominium Plat and Declaration from Bizy Lou LLC for the property located at 4719 Siggelkow Road creating Park Woods Condominiums consisting for 6 residential duplex buildings.
 - 4) Discussion and action regarding Ordinance #2019-15: an ordinance to amend the zoning code regarding definitions related to yards and the modification of yard setback requirements in the R1-B (Single Family Residence District).
- c. Public Safety Committee (Trustees Adrian & Brassington)
 - 1) Discussion and action regarding Ordinance #2019-16: an ordinance amending the fire prevention and protection code.
- d. Public Utilities (Trustees Lytle & Kryzenske)
 - 1) Discussion and action regarding the approval of a simplified water rate increase with the Wisconsin Public Service Commission.
 - 2) Discussion and action regarding Change Order 2019-01 for the Main Street Water Main and Road Construction Project in order to replace fire hydrants and complete additional storm sewer improvements.
- e. Senior Outreach Committee (Trustees Adrian & Lytle)
 - 1) Discussion and action in order to proceed with contract development between the Village and those municipalities provided senior outreach services within the Focal Point.
- f. Discussion and action to approve the filling of a vacancy of 24 hour Emergency Medical Technician position within the Fire and Rescue Department.
- g. Discussion and action to make a referral to the Public Safety Committee regarding desired changes to Section 11-64(n) for outdoor consumption as a condition of licensure.
- h. Discussion and action to accept the 2019/2020 Goals and Objectives with action plan as prepared.

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

7. CLOSED SESSION.

- a. Discussion and action on entering into Closed Session pursuant to Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss the acquisition of land at 4900 Larson Beach Road.
- b. Discussion and action to reconvene into Open Session.
- c. Discussion and action regarding the acquisition of land at 4900 Larson Beach Road.

8. 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



July 30, 2019

Brad Czebotar, Village President
Village of McFarland
5211 Cook Street
McFarland, WI 53558

Re: WisDOT Project ID 5845-06-03
US 51 Environmental Assessment
Stoughton to McFarland
I-39/90 to US 12 (Madison South Beltline)
Dane County, Wisconsin

Dear Mr. Czebotar:

The purpose of this letter is to provide an update on the subject US 51 corridor study and schedule.

The Wisconsin Department of Transportation (WisDOT), in cooperation with the Federal Highway Administration (FHWA), is preparing an Environmental Assessment (EA) for the US 51 project corridor which begins at Interstate 39/90 (I 39/90), 6 miles east of the city of Stoughton, and extends west and north 18.6 miles to end at US 12/18 (Madison South Beltline). The study area is located in the southeast corner of Dane County directly southeast of the city of Madison.

Background

On March 16, 2016, Alternative H (Hybrid Alternative) was identified by WisDOT as the preferred alternative in a letter sent to United States Army Corps of Engineers (USACE), United States Environmental Protection Agency (USEPA), and members of the US 51 study Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC). Shortly after, due to statewide priorities and funding limitations, the US 51 study was postponed and the same agencies and local officials were notified in a letter dated May 19, 2016.

The study has recently been re-initiated. The study team is currently updating the corridor design as needed, assessing the impacts for the preferred alternative (Alternative H), and updating information needed to complete the EA. Alternative H is shown on the attached figure.

These design updates include:

- On-street bicycle accommodations and multi-use path elements are being revisited due to changes in state law (Wis. Stat. 32.015).
- The proposed roundabouts at Hoel Avenue, WIS 138 (west), and Roby Road have logical termini and independent utility and will be designed as stand-alone projects. As such, they are no longer included in Alternative H. The separate projects will have their own environmental documentation and will be compatible with the improvements proposed in Alternative H.

Previous Coordination

Previous coordination with McFarland about the US 51 project included:

1. On May 25, 2015 WisDOT met with McFarland and discussed pedestrian accommodations within the village.
2. On January 7, 2016 WisDOT met with McFarland and discussed the revised design of US 51 that would not remove substantial parking from Culver's restaurant.
3. McFarland officials have been invited to participate in PAC meetings and to attend public involvement meetings related to the EA.

Next Steps

We plan to update local officials through project correspondence, a newsletter, a PAC meeting (anticipated in August 2019) and a public involvement meeting in September 2019. We currently anticipate that the notice of availability of the Draft Environmental Assessment will be published in spring 2020.

If you have any questions, please contact me at (608) 245-2656 or jeff.berens@dot.wi.gov.

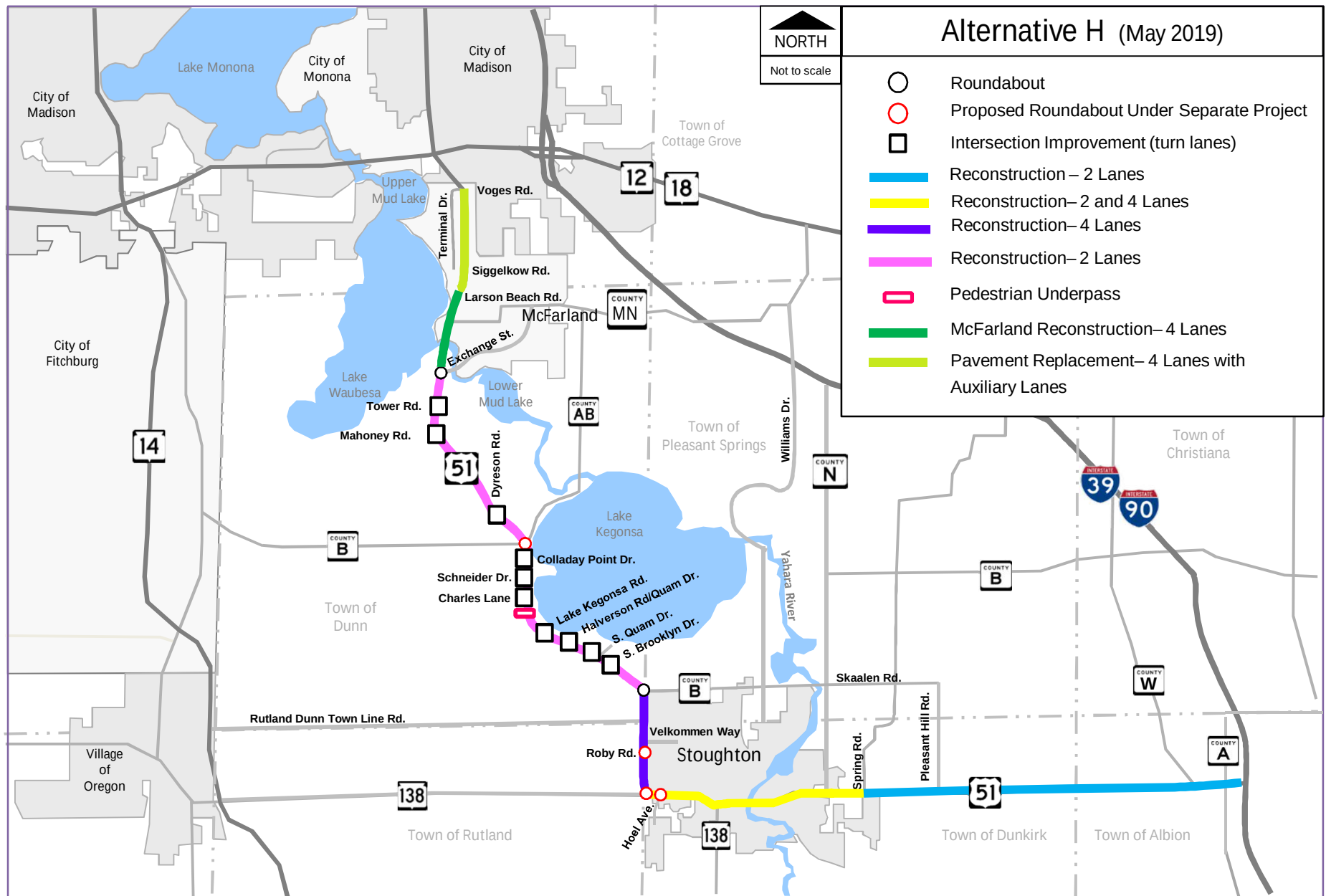
Sincerely,

Jeff Berens

Jeff Berens, P.E.
Project Manager

cc: Matt Schuenke, Village Administrator
Jennifer Grimes, WisDOT SW Region (via e-mail)
Joel Brown, WisDOT BTS-EPDS (via e-mail)
Joan Petersen, Strand Associates, Inc.®

Enclosure



VILLAGE OF MCFARLAND

Village Board Minutes

Monday, August 12, 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 Dan Kolk, Village Trustee Mary Pat Lytle, Village Trustee Eric Kryzenske

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Police Chief Craig Sherven, Communications & Technology Director Stephanie Miller and Fire/EMS Director Chris Dennis.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) 2018 Yahara Wins Annual Report

2) Village Board and Staff Retreat Meeting II - August 14, 2019 at 4:00 pm

3) Joint Meeting with Library Board - September 9, 2019 at 5:30 pm

b. Public Communications

1) 2019 Statement of Changes in Equalized Values (Preliminary) released by the Wisconsin Department of Revenue on August 1, 2019.

2) Draft values for 2019 Net New Construction released on August 1, 2019.

3) 2019 Statement of Changes in TID Value (Preliminary) released by Wisconsin Department of Revenue on August 1, 2019.

4) Preliminary estimate of the January 1, 2019 population for the Village of McFarland 8,700.

President Czebotar read a letter from the City of Madison thanking the McFarland Police Department for their response and assistance with July 19, 2019 fire at MG&E.

4. CONSENT AGENDA.

- a. Motion to approve the minutes of the July 22, 2019 Village Board meeting.
- b. Motion to approve pre-paid checks #74918-74935 in the amount of \$64,262.01 and current checks #74936-75042 in the amount of \$83,161.28.
- c. Motion to approve the alcohol beverage operator's license for Chris Kussow (Green Lantern) for the period ending June 30, 2020
- d. Motion to approve appointing Ken Brost to serve on the Zoning Board of Appeals for a term ending April 30, 2022.
- e. Motion to approve Resolution 2019-19: A resolution updating the local officials authorized to transfer funds in to and from the Local Government Investment Pool

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

5. PUBLIC APPEARANCES.

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

None.

6. BUSINESS.

- a. Presentation by TDS Metrocom regarding their current progress on the installation of a communications services within the Village.

Josh Royal, business manager for TDS, appeared before the Board to provide an update on installation of TDS communication services within the Village. He apologized to the Village for the delay and reported they encountered various issues that pushed back the installation of service for customers in the Village. He was happy to say they will begin bringing waves of customers aboard in Fall of 2019, with the hope of bringing all customers signed up for service aboard by Spring 2020. He also provided an update on the improved methods they will be using to notify customers of work being done in the Village.

Tom Ellefson, 5108 Falling Leave Lane, requested information on any issues they see upcoming and information on how installations will occur in December and January.

Mr. Royal reported they are confident they will stick to their current timeline without issues. He also reported TDS will do work ahead of time in the fall, so the installations can be possible in December and January when the ground is frozen.

b. Discussion and action on a request from the McFarland House Cafe to revise its alcohol license premise description regarding the construction of a patio for outdoor consumption and construction of new secondary building for the license period ending June 30, 2020.

Village Administrator Schuenke provided an overview of the request from the McFarland House Café to expand their licensed premise for the sale and consumption of alcohol. He reported the McFarland House Café received approval to revise its liquor license and expand its premise in the Spring of 2019; however, the scope of the project has changed significantly. Because of the significant change, the McFarland House Café has returned to request approval of expansion of their premise for the new scope of the project.

Shaun O'Hearn, 5205 Linden Parkway, spoke on behalf of the McFarland House Café. Mr. O'Hearn reported they have abandoned renovating the 2nd and 3rd floors of the café and will be focusing on the renovation of the greenhouse project. He further explained the current ordinance allows the size of the patio to be no more than 30% of the indoor public usage space. He explained areas like behind the counter, the kitchen and the bathrooms are removed from this calculation. Based on this calculation methodology, Mr. O'Hearn's proposal includes an outdoor patio that has a total square footage of 1118 square feet; however, the proposal has 'non-consumption areas' carved out. The total proposed 'consumption area' of the outdoor patio is 741 square feet. Mr. O'Hearn felt that the methodology of carving out portions of the indoor public usage space, should mirror the methodology for the calculation of the outside area.

Village Administrator Schuenke reported that historically staff has interpreted the ordinance that 30% of the indoor public usage area is the maximum square footage allowable for the total size of the outdoor patio. He explained the ordinance provides that the outdoor area be no more than 30% of the public usage space on the interior of the building. Staff's interpretation is based on the fact the ordinance refers to it as an outdoor area, not an outdoor consumption area. Applicants have not previously been allowed to carve out areas of consumption and non-consumption.

The Board reviewed the request and felt there should be consistency in the methodology used for the calculation of interior area and the outside area. They additionally directed that moving forward the calculation of the interior public usage area should include public restrooms.

Motion by Trustee Kolk, second by Trustee Brassington, to consider the calculation for the square footage for the McFarland House Café development to reflect gross square footage of the existing premise and proposed premise in determining the proposed outdoor drinking area.

The Board discussed the methodology and overall felt the current ordinance should be updated to reflect their intent of how the square footage of the outdoor space should be calculated. The Board directed staff to bring back a proposal for an ordinance amendment to update the language in the ordinance.

Trustee Kolk withdrew his motion. No action was taken on the item.

- c. Introduction to and presentation of "The Lookout" as a new e-newsletter tool from the Communications Plan.

Communications & Technology Director Stephanie Miller provided an overview of the new e-newsletter "The Lookout." The first Lookout will debut on August 8th and be published bi-weekly.

- d. Personnel Committee (President Czebotar & Trustee Utter)

- 1) Discussion and action regarding the revision of Section 3.02(2)(b) of the Personnel Policy Manual in order to modify the responsibilities of the Village Administrator as part of the hiring process.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve the revision of Section 3.02(2)(b) of the Personnel Policy Manual in order to modify the responsibilities of the Village Administrator as part of the hiring process. Motion carries 6 - 1 - 0 by acclamation with Trustee Utter voting nay.

- 2) Discussion and action regarding the creation of Section 18.03 of the Personnel Policy Manual in order to set certain standards on establishing vacation allotment for new external hires.

Motion by Village President Brad Czebotar, second by Village Trustee Jerry Adrian, to approve the creation of Section 18.03 of the Personnel Policy Manual in order to set certain standards on establishing vacation allotment for new external hires. Motion carries 6 - 1 - 0 by acclamation with Trustee Utter voting nay.

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

Trustee Kolk directed the issue of the outdoor drinking ordinance update be brought back to the Village Board. He additionally requested staff bring back comparable municipalities ordinances and reach out to the business community to see what concerns and issues exist with the current ordinance.

7. CLOSED SESSION.

- a. Discussion and action on entering into Closed Session pursuant to Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to consider land transactions and service conversions with the McFarland School District.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to enter into Closed Session pursuant to Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to consider land transactions and service conversions with the McFarland School District. Motion carries 5 - 2 - 0 on a roll call vote with Trustees Utter and Kryzenske voting nay at 8:50 p.m.

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

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to enter back into Open Session at 10:13 p.m. Motion carries 7 - 0 - 0 by acclamation.

8. ADJOURNMENT.

Motion by Village Trustee Clair Utter, second by Village Trustee Stephanie Brassington, to adjourn at 10:14 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
Village Clerk/Treasurer

VILLAGE OF MCFARLAND
Special Village Board Minutes

Wednesday, August 14, 2019 - 4:00 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 Trustee Jerry Adrian, Village Trustee Stephanie Brassington, Village Trustee Dan Kolk, Village Trustee Eric Kryzenske, Village Trustee Clair Utter, Village Trustee Mary Pat Lytle, Village President Brad Czebotar

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Police Chief Craig Sherven, Community Development Director Andrew Bremer, Public Works Director Jim Hessling, Outreach Director Lori Andersen and Fire/EMS Director Chris Dennis.

3. PUBLIC APPEARANCES.

None.

4. BUSINESS.

- a. *Discussion with Department Heads to establish and prioritize organizational strategic goals for the period of July 2019 through June of 2020.*

The Village Board reviewed with Department heads organization strategic goals for the period of July 2019 through June 2020.

Village Administrator Schuenke will clean up the document and bring it back to the Village Board for acceptance and approval.

5. ADJOURNMENT.

Motion by Village Trustee Dan Kolk, second by Village Trustee Jerry Adrian, to adjourn at 5:17 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
Village 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
08/19	08/22/2019	74985	575	MADISON MET SEWERAGE DIS	Q1 - 2019 FLINT HILLS	FH033119	1	600-53615-210-000	55.31- V
08/19	08/22/2019	74985	575	MADISON MET SEWERAGE DIS	Q2 - 2019 FLINT HILLS	FH063019	1	600-53615-210-000	14.03- V
Total 74985:									69.34-
08/19	08/16/2019	75045	30	ALLIANT ENERGY/WP&L	MUNICIPAL CENTER	080919	1	100-51600-220-000	3,414.07
08/19	08/16/2019	75045	30	ALLIANT ENERGY/WP&L	LIBRARY	080919	2	205-55110-220-000	2,433.23
08/19	08/16/2019	75045	30	ALLIANT ENERGY/WP&L	WELL #4	080919	3	600-53716-220-000	1,776.96
08/19	08/16/2019	75045	30	ALLIANT ENERGY/WP&L	SOCCER BUILDING - 4820 MARSH	080919	4	100-55200-220-000	13.75
Total 75045:									7,638.01
08/19	08/16/2019	75046	16247	CITY TREASURER	STORM WATER CHARGE	71006:AUG2	1	605-53440-530-000	20.21
Total 75046:									20.21
08/19	08/16/2019	75047	1989	CORPORATE BUSINESS SYSTE	ADMIN COPIERS	25294695	1	100-51420-240-000	190.54
08/19	08/16/2019	75047	1989	CORPORATE BUSINESS SYSTE	PW COPIER	25327519	1	605-53440-310-000	31.12
08/19	08/16/2019	75047	1989	CORPORATE BUSINESS SYSTE	PW COPIER	25327519	2	600-53710-310-000	31.12
08/19	08/16/2019	75047	1989	CORPORATE BUSINESS SYSTE	PW COPIER	25327519	3	600-53610-310-000	31.12
Total 75047:									283.90
08/19	08/16/2019	75048	640	MGE	STREET LIGHTS	11299443-08	1	100-53000-291-000	733.72
Total 75048:									733.72
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	POLICE FUEL	8694160999	1	100-52100-341-000	2,173.32
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	FIRE/EMS FUEL	8694160999	2	100-52200-341-000	966.52
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	PW FUEL	8694160999	3	600-53615-341-000	48.33
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	PW FUEL	8694160999	4	600-53710-341-000	96.66
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	PW FUEL	8694160999	5	600-53616-341-000	96.66
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	PW FUEL	8694160999	6	600-53718-341-000	48.33
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	PW FUEL	8694160999	7	605-53440-341-000	145.00
08/19	08/16/2019	75049	17140	US BANK VOYAGER FLEET SYS	PW FUEL	8694160999	8	100-53000-341-000	531.66

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 75049:									4,106.48
08/19	08/19/2019	75055	17158	BOARD OF COMMISSIONERS O	REFIN/DEBT PAYOFF	072319	1	315-58000-610-000	930,000.00
08/19	08/19/2019	75055	17158	BOARD OF COMMISSIONERS O	REFIN/DEBT PAYOFF	072319	2	315-58000-620-000	31,225.07
Total 75055:									961,225.07
08/19	08/23/2019	75056	1397	ALL COMFORT SERVICES	PW BUILDING REPAIR	587338	1	100-51600-242-000	501.13
08/19	08/23/2019	75056	1397	ALL COMFORT SERVICES	PW BUILDING REPAIR	587338	2	600-53716-242-000	136.68
08/19	08/23/2019	75056	1397	ALL COMFORT SERVICES	PW BUILDING REPAIR	587338	3	600-53616-242-000	136.67
08/19	08/23/2019	75056	1397	ALL COMFORT SERVICES	PW BUILDING REPAIR	587338	4	605-53440-242-000	136.67
08/19	08/23/2019	75056	1397	ALL COMFORT SERVICES	MC HVAC REPAIRS	597678	1	100-51600-242-000	971.97
Total 75056:									1,883.12
08/19	08/23/2019	75057	30	ALLIANT ENERGY/WP&L	2860 HIDDEN FARM - FLOOD LIGHT	081919	1	100-55200-220-000	27.78
08/19	08/23/2019	75057	30	ALLIANT ENERGY/WP&L	3234 COUNTY RD AB	081919	2	100-55200-220-000	22.56
Total 75057:									50.34
08/19	08/23/2019	75058	2216	ANDRES MEDICAL	JULY COLLECTIONS	247115	1	100-46230-000	1,225.19
Total 75058:									1,225.19
08/19	08/23/2019	75059	10	ARAMARK	MATS	1640860804	1	205-55110-242-000	37.00
08/19	08/23/2019	75059	10	ARAMARK	MATS	1640865532	1	205-55110-242-000	37.00
Total 75059:									74.00
08/19	08/23/2019	75060	16921	AVANT GARDENING & LANDSC	TREE PRUNING	20191066	1	205-55110-242-000	370.75
Total 75060:									370.75
08/19	08/23/2019	75061	17141	BADGERLAND DISPOSAL	PORTABLE RESTROOM RENTALS	0000816485	1	100-55200-340-000	330.00
Total 75061:									330.00
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034640103	1	205-55110-344-000	196.52

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034711301	1	205-55110-344-000	174.94
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034714089	1	205-55110-344-000	349.85
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034717925	1	205-55110-344-000	246.07
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034720370	1	205-55110-344-000	651.11
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034728999	1	205-55110-344-000	268.09
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034733033	1	205-55110-344-000	384.52
08/19	08/23/2019	75062	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	5015638852	1	205-55110-344-000	176.09
Total 75062:									2,447.19
08/19	08/23/2019	75063	1019	BAKER TILLY VIRCHOW KRAUS	UTILITY AUDIT WATER	BT1458867	1	600-53610-211-000	1,687.00
08/19	08/23/2019	75063	1019	BAKER TILLY VIRCHOW KRAUS	UTILITY AUDIT SEWER	BT1458867	2	600-53710-211-000	1,687.00
08/19	08/23/2019	75063	1019	BAKER TILLY VIRCHOW KRAUS	UTILITY AUDIT SW	BT1458867	3	605-53440-211-000	843.50
08/19	08/23/2019	75063	1019	BAKER TILLY VIRCHOW KRAUS	AUDIT	BT1458867	4	100-51420-211-000	491.63
08/19	08/23/2019	75063	1019	BAKER TILLY VIRCHOW KRAUS	SW AUDIT FEES	BT1458867	5	610-53620-211-000	25.49
Total 75063:									4,734.62
08/19	08/23/2019	75064	17171	BARBER, LARS	SAILBOAT RACK SUPPLIES	081219	1	100-55200-340-000	554.34
Total 75064:									554.34
08/19	08/23/2019	75065	1264	BARNES INC	GAZEBO WEED CONTROL	127244	1	100-55200-340-000	400.00
08/19	08/23/2019	75065	1264	BARNES INC	MC LAWN APPLICATION	127548	1	605-53440-210-000	9.75
08/19	08/23/2019	75065	1264	BARNES INC	MC LAWN APPLICATION	127548	2	600-53610-210-000	9.75
08/19	08/23/2019	75065	1264	BARNES INC	MC LAWN APPLICATION	127548	3	600-53710-210-000	9.75
08/19	08/23/2019	75065	1264	BARNES INC	MC LAWN APPLICATION	127548	4	100-51600-340-000	35.75
Total 75065:									465.00
08/19	08/23/2019	75066	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83305381	1	100-52200-340-000	126.00
08/19	08/23/2019	75066	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83306898	1	100-52200-340-000	2.08
08/19	08/23/2019	75066	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83308555	1	100-52200-340-000	349.66
08/19	08/23/2019	75066	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83310300	1	100-52200-340-000	62.26
Total 75066:									540.00
08/19	08/23/2019	75067	114	BP	PW FUEL	5677198921	1	600-53615-341-000	31.55
08/19	08/23/2019	75067	114	BP	PW FUEL	5677198921	2	600-53710-341-000	63.10

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/19	08/23/2019	75067	114	BP	PW FUEL	5677198921	3	600-53616-341-000	63.10
08/19	08/23/2019	75067	114	BP	PW FUEL	5677198921	4	100-53000-341-000	347.05
08/19	08/23/2019	75067	114	BP	PW FUEL	5677198921	5	605-53440-341-000	94.65
08/19	08/23/2019	75067	114	BP	PW FUEL	5677198921	6	600-53718-341-000	31.55
Total 75067:									631.00
08/19	08/23/2019	75068	16450	BRANDT, RENEE	OT MEALS REIMBURSEMENT	RB081819	1	100-52200-141-000	25.00
Total 75068:									25.00
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01001	1	600-53616-241-000	10.89
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01001	2	605-53440-241-000	10.89
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01001	3	600-53718-241-000	10.90
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01001	4	100-53000-241-000	39.95
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01148	1	600-53616-241-000	88.59
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01148	2	605-53440-241-000	88.59
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01148	3	600-53718-241-000	88.58
08/19	08/23/2019	75069	2024	BURRIS EQUIPMENT	MOWER PARTS	PI01148	4	100-53000-241-000	324.81
Total 75069:									663.20
08/19	08/23/2019	75070	16961	CAPITAL COFFEE LLC	COFFEE	139927	1	100-52100-330-000	124.95
08/19	08/23/2019	75070	16961	CAPITAL COFFEE LLC	WATER FILTER CHARGE	140143	1	100-52100-330-000	49.95
Total 75070:									174.90
08/19	08/23/2019	75071	17168	CENTRAL WISCONSIN SOCCER	PARK DEPOSIT REFUND	080819	1	100-1624	100.00
Total 75071:									100.00
08/19	08/23/2019	75072	2245	CGC, INC	MATERIAL TESTING	53636	1	100-53000-370-000	100.00
Total 75072:									100.00
08/19	08/23/2019	75073	172	CITY OF MADISON TREASURE	LERMS ANNUAL FEE	23559	1	100-52100-210-000	8,214.99
Total 75073:									8,214.99

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/19	08/23/2019	75074	1989	CORPORATE BUSINESS SYSTE	COPIER LEASE	25335626	1	205-55110-240-000	142.30
Total 75074:									142.30
08/19	08/23/2019	75075	247	DANE CO TREASURER	JAIL & SURCHARGES FOR JULY 2019	154-080119	1	100-45110-000	1,008.00
Total 75075:									1,008.00
08/19	08/23/2019	75076	16319	DANE CO TREASURER	DANECOM COSTS JAN-JUN2019	35915	1	100-53000-221-000	2,106.00
08/19	08/23/2019	75076	16319	DANE CO TREASURER	DANECOM COSTS JAN-JUN2019	35915	2	100-52100-221-000	2,106.00
08/19	08/23/2019	75076	16319	DANE CO TREASURER	DANECOM COSTS JAN-JUN2019	35915	3	100-52200-221-000	2,106.00
Total 75076:									6,318.00
08/19	08/23/2019	75077	17170	DAVE JONES INC	WATER HEATER REPLACEMENT	37367	1	400-57610-825-102	8,590.00
Total 75077:									8,590.00
08/19	08/23/2019	75078	267	DEMCO INC	LIBRARY SUPPLIES	6660516	1	205-55110-310-000	123.54
Total 75078:									123.54
08/19	08/23/2019	75079	16600	DENNIS, CHRIS	MILEAGE	CD080319	1	100-52200-141-000	81.20
Total 75079:									81.20
08/19	08/23/2019	75080	281	DIGGERS HOTLINE INC	WATER LOCATES	190 7 37601	1	600-53710-210-000	265.42
08/19	08/23/2019	75080	281	DIGGERS HOTLINE INC	SEWER LOCATES	190 7 37601	2	600-53610-210-000	265.41
Total 75080:									530.83
08/19	08/23/2019	75081	343	ETIcorp	PET/LIQUOR LICENCE SOFTWARE	082019	1	100-51420-310-000	254.00
Total 75081:									254.00
08/19	08/23/2019	75082	390	GBR CORPORATION	MC ROOF REPAIR	DF1394	1	605-53440-242-000	47.29
08/19	08/23/2019	75082	390	GBR CORPORATION	MC ROOF REPAIR	DF1394	2	600-53616-242-000	47.29
08/19	08/23/2019	75082	390	GBR CORPORATION	MC ROOF REPAIR	DF1394	3	600-53716-242-000	47.29
08/19	08/23/2019	75082	390	GBR CORPORATION	MC ROOF REPAIR	DF1394	4	100-51600-242-000	173.40

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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 75082:									315.27
08/19	08/23/2019	75083	17092	GENERAL ENGINEERING COMP	BUILDING INSPECTION SERVICES	06	1	100-52400-211-000	9,394.30
Total 75083:									9,394.30
08/19	08/23/2019	75084	2003	GERICK, PATRICK	PARK SHELTER DEPOSIT REFUND	081419	1	100-1624	200.00
Total 75084:									200.00
08/19	08/23/2019	75085	17025	HALL, ROBIN	PROPERTY TAX OVERPAYMENT	011119	1	100-2364	4,230.28
Total 75085:									4,230.28
08/19	08/23/2019	75086	1694	HEARTLAND LITHO	PERMIT STICKERS	65295	1	100-55200-340-000	163.61
Total 75086:									163.61
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - 2019-13 LAKESTO	4184-073119	1	100-51100-321-000	36.04
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - 2019-14 BREMER	4184-073119	2	100-51100-321-000	33.31
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - KAPINUS CSM	4184-073119	3	100-51100-321-000	25.13
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	VILLAGE BOARD MINUTES	4184-073119	4	100-51100-321-000	268.68
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	CROSSING GUARD AD	4184-073119	5	100-51420-211-000	385.00
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	STREET SUPERINTENDENT AD	4184-073119	6	600-53610-321-000	55.21
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	STREET SUPERINTENDENT AD	4184-073119	7	600-53710-321-000	39.96
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	STREET SUPERINTENDENT AD	4184-073119	8	605-53440-321-000	38.28
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	STREET SUPERINTENDENT AD	4184-073119	9	610-53620-321-000	17.03
08/19	08/23/2019	75087	442	HOMETOWN NEWS LIMITED PA	STREET SUPERINTENDENT AD	4184-073119	10	100-51420-321-000	179.52
Total 75087:									1,078.16
08/19	08/23/2019	75088	452	HYDRITE CHEMICAL	WATER CHEMICALS	02277448	1	600-53717-340-000	377.55
Total 75088:									377.55
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	COURT	17922	1	100-51200-210-000	82.21
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	GEN ADMIN	17922	2	100-51450-210-000	328.86
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	POLICE	17922	3	100-52100-210-000	845.47

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	FIRE/EMS	17922	4	100-52200-240-000	360.38
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	OUTREACH	17922	5	100-54600-210-000	109.71
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	COMM DEV	17922	6	100-52400-210-000	82.21
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	PUBLIC WORKS	17922	7	100-53000-210-000	112.10
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	WATER	17922	8	600-53710-210-000	44.79
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	SEWER	17922	9	600-53610-210-000	44.79
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	STORMWATER	17922	10	605-53440-310-000	44.68
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	EM MGT	17922	11	100-52500-221-000	27.40
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	FAMILY FESTIVAL	17922	12	100-51450-210-000	27.40
08/19	08/23/2019	75089	16783	INFORMATION TECHNOLOGY P	SERVER AND BACK UP	17922	13	100-51450-210-000	3,167.60
Total 75089:									5,277.60
08/19	08/23/2019	75090	17172	JE CUSTOM CARPENTRY	BOOK DISPLAY CABINET	000240	1	400-57610-811-106	4,650.00
Total 75090:									4,650.00
08/19	08/23/2019	75091	345	JFTCO, INC	EQUIPMENT PARTS	C100276	1	605-53440-241-000	104.84
08/19	08/23/2019	75091	345	JFTCO, INC	EQUIPMENT PARTS	C100276	2	600-53616-241-000	104.84
08/19	08/23/2019	75091	345	JFTCO, INC	EQUIPMENT PARTS	C100276	3	600-53718-241-000	104.84
08/19	08/23/2019	75091	345	JFTCO, INC	EQUIPMENT PARTS	C100276	4	100-53000-241-000	384.42
Total 75091:									698.94
08/19	08/23/2019	75092	2272	LABSOURCE, INC	EMS SUPPLIES	006501317	1	100-52200-340-000	83.36
Total 75092:									83.36
08/19	08/23/2019	75093	2121	LAKESIDE INTERNATIONAL LLC	PD - CHIEF'S CAR MAINTENANCE	8180923P	1	100-52100-241-000	427.04
08/19	08/23/2019	75093	2121	LAKESIDE INTERNATIONAL LLC	DIESEL FLUID & BRAKE CLEANER	8183724P	1	100-52200-341-000	40.38
Total 75093:									467.42
08/19	08/23/2019	75094	765	LEGAL SHIELD	LEGAL SHIELD	0108629-081	1	100-2156	240.25
Total 75094:									240.25
08/19	08/23/2019	75095	16835	LFGEORGE INC	FR - ATV REPAIR	RC42691	1	100-52200-241-000	1,855.74

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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 75095:									1,855.74
08/19	08/23/2019	75096	17166	MARCHANT, KATHERINA	EVENBRITE - FIRE CONFERENCE	KM081719	1	100-52200-331-000	50.00
Total 75096:									50.00
08/19	08/23/2019	75097	9	MCFARLAND PICK N SAVE	RETITUTION TO PICK N SAVE - MORAN	080619	1	100-2645	313.27
Total 75097:									313.27
08/19	08/23/2019	75098	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	780367	1	205-55110-345-000	39.99
Total 75098:									39.99
08/19	08/23/2019	75099	17173	MOLDENHAUER, APRIL/KIRK	REFUND OF DUPLICATE UTILITY PAYMENT	081619	1	001-1115	82.14
Total 75099:									82.14
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676596	1	600-53616-241-000	29.30
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676596	2	605-53440-241-000	29.30
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676596	3	600-53718-241-000	29.30
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676596	4	100-53000-241-000	107.44
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	M4 FILTERS	676598	1	100-52100-241-000	8.74
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676698	1	100-53000-241-000	15.42
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676698	2	600-53718-241-000	4.21
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676698	3	600-53616-241-000	4.21
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676698	4	605-53440-241-000	4.20
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676713	1	100-53000-241-000	28.27
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676713	2	600-53718-241-000	7.71
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676713	3	600-53616-241-000	7.71
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676713	4	605-53440-241-000	7.71
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676865	1	600-53616-241-000	1.14
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676865	2	605-53440-241-000	1.13
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676865	3	600-53718-241-000	1.14
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	676865	4	100-53000-241-000	4.16
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677270	1	100-53000-241-000	87.05
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677270	2	600-53718-241-000	23.74
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677270	3	600-53616-241-000	23.74

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677270	4	605-53440-241-000	23.75
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677306	1	100-53000-241-000	17.55
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677306	2	600-53718-241-000	4.78
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677306	3	600-53616-241-000	4.79
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677306	4	605-53440-241-000	4.79
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	R84 BATTERY	677842	1	100-52200-241-000	134.55
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	677907	1	600-53616-241-000	10.00-
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	R82 BELT	677963	1	100-52200-241-000	59.58
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678442	1	605-53440-241-000	18.36
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678442	2	600-53616-241-000	18.35
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678442	3	600-53718-241-000	18.36
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678442	4	100-53000-241-000	67.31
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678453	1	605-53440-241-000	4.89-
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678453	2	600-53616-241-000	4.89-
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678453	3	600-53718-241-000	4.89-
08/19	08/23/2019	75100	1896	NAPA AUTO PARTS	VEHICLE PARTS	678453	4	100-53000-241-000	17.94-
Total 75100:									755.18
08/19	08/23/2019	75101	2082	NASSCO INC	CLEANING SUPPLIES	S2505116.00	1	100-51600-242-000	113.93
Total 75101:									113.93
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302329732	1	100-53000-310-000	11.57
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302329732	2	600-53710-310-000	3.16
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302329732	3	600-53610-310-000	3.15
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302329732	4	605-53440-310-000	3.15
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302333170	1	605-53440-310-000	2.20
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302333170	2	600-53610-310-000	2.20
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302333170	3	600-53710-310-000	2.20
08/19	08/23/2019	75102	17164	NEWEGG BUSINESS, INC.	COMPUTER ACCESSORIES	1302333170	4	100-53000-310-000	8.06
Total 75102:									35.69
08/19	08/23/2019	75103	16994	NUTRI-SYSTEMS CORPORATIO	THERMAL LUNCH BAGS	49410	1	100-54600-340-000	60.47
Total 75103:									60.47
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	1	100-51420-331-000	25.00

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08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	2	100-51200-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	3	100-51410-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	4	100-52100-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	5	100-52200-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	6	100-52500-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	7	100-53000-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	8	100-54600-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	9	600-53610-331-000	25.00
08/19	08/23/2019	75104	17169	OUTREACH LGBT COMMUNITY	DIVERSITY TRAINING	081319	10	600-53710-331-000	25.00
Total 75104:									250.00
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80194958	1	605-53440-241-000	36.00
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80194958	2	600-53616-241-000	36.00
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80194958	3	600-53718-241-000	36.00
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80194958	4	100-53000-241-000	132.00
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80195541	1	605-53440-241-000	25.29
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80195541	2	600-53616-241-000	25.29
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80195541	3	600-53718-241-000	25.29
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	MOWER TIRES	80195541	4	100-53000-241-000	92.71
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80195696	1	605-53440-241-000	4.35
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80195696	2	600-53616-241-000	4.35
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80195696	3	600-53718-241-000	4.35
08/19	08/23/2019	75105	756	POMP'S TIRE SERVICE INC	TRUCK TIRES	80195696	4	100-53000-241-000	15.95
Total 75105:									437.58
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	423452	1	605-53440-210-000	5.85
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	423452	2	600-53610-210-000	5.85
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	423452	3	600-53710-210-000	5.85
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	423452	4	100-53000-340-000	21.45
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	423453	1	600-53610-210-000	6.90
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	423453	2	605-53440-210-000	6.90
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	423453	3	600-53710-210-000	6.90
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	423453	4	100-51600-340-000	25.30
08/19	08/23/2019	75106	1245	PROFESSIONAL PEST CONTRO	PEST CONTROL	426472	1	205-55110-242-000	95.00
Total 75106:									180.00

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
08/19	08/23/2019	75107	802	RENNERT'S FIRE EQUIP SRV IN	LADDER 8 REPAIRS	41122	1	100-52200-241-000	105.90
Total 75107:									105.90
08/19	08/23/2019	75108	9137	RICOH USA INC	RICOH COPIER EXTRA	5057231240	1	100-52100-240-000	18.71
Total 75108:									18.71
08/19	08/23/2019	75109	837	SCHMIDT'S AUTO INC	TOW VEHICLE	080119	1	100-52100-210-000	115.00
Total 75109:									115.00
08/19	08/23/2019	75110	879	SOUTH CENTRAL LIBRARY SYS	PROJECTOR	18-755	1	400-57610-813-101	833.82
08/19	08/23/2019	75110	879	SOUTH CENTRAL LIBRARY SYS	PC & MONITORS	19-301	1	400-57610-813-101	1,094.52
08/19	08/23/2019	75110	879	SOUTH CENTRAL LIBRARY SYS	MEETING EXPENSE	19-623	1	205-55110-330-000	12.00
08/19	08/23/2019	75110	879	SOUTH CENTRAL LIBRARY SYS	LIBRARY SUPPLIES	19-642	1	400-57610-813-101	56.72
Total 75110:									1,997.06
08/19	08/23/2019	75111	1738	STATE OF WI TREASURER	MONTHLY COURT FEES - JULY 2019	154-080119	1	100-45110-000	3,146.49
Total 75111:									3,146.49
08/19	08/23/2019	75112	16857	STRAND ASSOCIATES	URSO/SCHUETZ PARK PLANNING	0151609	1	400-57620-827-116	4,364.50
08/19	08/23/2019	75112	16857	STRAND ASSOCIATES	DPW FACILITY PLANNING	0151934	1	100-53000-211-000	4,520.40
08/19	08/23/2019	75112	16857	STRAND ASSOCIATES	FACILITIES PLANNING	0151935	1	100-53000-211-000	917.69
Total 75112:									9,802.59
08/19	08/23/2019	75113	16322	STRYKER SALES CORP	STRYKER CODESTAT	2750727	1	400-57220-813-101	2,263.20
Total 75113:									2,263.20
08/19	08/23/2019	75114	2042	THOMSON REUTERS	WEST INFORMATION CHARGES	840735048	1	100-52100-210-000	167.08
Total 75114:									167.08
08/19	08/23/2019	75115	16913	TIM O'BRIEN HOMES	REFUND OF UTILITY CREDIT BALANCE	081619	1	001-1115	56.79

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75115:									56.79
08/19	08/23/2019	75116	957	TOM'S AUTO CENTER INC	M8 MAINTENANCE	0043813	1	100-52100-241-000	258.53
Total 75116:									258.53
08/19	08/23/2019	75117	958	TOWN & COUNTRY ENGINEER	PAULSON RD DUPLEXES - MC106	20534	1	100-2640	358.75
08/19	08/23/2019	75117	958	TOWN & COUNTRY ENGINEER	EXCHANGE ST PRELIM ENG - MC134	20535	1	400-57310-821-000	1,443.75
08/19	08/23/2019	75117	958	TOWN & COUNTRY ENGINEER	2018 VERIDIAN/JUNIPER RIDGE - MC140	20536	1	100-2640	7,766.10
08/19	08/23/2019	75117	958	TOWN & COUNTRY ENGINEER	2019 LOWER YAHARA TRAIL - MC142	20537	1	400-57620-827-116	1,025.30
08/19	08/23/2019	75117	958	TOWN & COUNTRY ENGINEER	2019 STREET/WATERMAIN IMP - MC148	20538	1	400-57310-821-000	5,884.45
08/19	08/23/2019	75117	958	TOWN & COUNTRY ENGINEER	2019 STREET MAINTENANCE - MC150	20539	1	400-57310-820-101	564.35
Total 75117:									17,042.70
08/19	08/23/2019	75118	1704	UNIQUE MANAGEMENT SERVI	COLLECTION SERVICE	556377	1	205-55110-210-000	8.95
Total 75118:									8.95
08/19	08/23/2019	75119	2270	UNITY POINT HEALTH	BLOODWORK	080519	1	100-52100-210-000	71.30
Total 75119:									71.30
08/19	08/23/2019	75120	17051	UW HEALTH - EEC	HEALTH CARE PROVIDER CARDS	8790	1	100-52200-331-000	5.00
Total 75120:									5.00
08/19	08/23/2019	75121	1709	VON BRIESEN & ROPER S.C.	PERSONNEL ISSUES	294604	1	100-51300-210-103	412.50
Total 75121:									412.50
08/19	08/23/2019	75122	1910	ZURBUCHEN OIL INC	FIRE OIL	236958	1	100-52200-341-000	837.45
08/19	08/23/2019	75122	1910	ZURBUCHEN OIL INC	PW OIL	236958	2	100-53000-240-000	1,209.65
08/19	08/23/2019	75122	1910	ZURBUCHEN OIL INC	DYED DIESEL FUEL	236961	1	100-53000-341-000	472.61
Total 75122:									2,519.71
08/19	08/23/2019	75123	1909	CATERPILLAR FINANCIAL SERV	END LOADER LEASE	20142116	1	400-57310-811-102	1,593.00

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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 75123:									1,593.00
08/19	08/23/2019	75124	16965	CITY OF MADISON	MADISON INTERCEPT PAYMENT	082219	1	100-46230-000	156.59
Total 75124:									156.59
08/19	08/23/2019	75125	15033	CITY OF MONONA AMBULANCE	MONONA INTERCEPT	082219	1	100-46230-000	1,125.90
Total 75125:									1,125.90
08/19	08/23/2019	75126	16319	DANE CO TREASURER	SPILLMAN ACCESS	35956	1	100-52100-210-000	50.00
Total 75126:									50.00
08/19	08/23/2019	75127	16514	IIMC	MEMBERSHIP	080719	1	100-51420-320-000	195.00
Total 75127:									195.00
08/19	08/23/2019	75128	1452	JACOBSEN, NATE	MEAL AT INSERVICE	NJ081319	1	100-52100-331-000	7.00
Total 75128:									7.00
08/19	08/23/2019	75129	2237	MADISON COLLEGE	SCHROECKENTHALER - CLASS	CORP-00000	1	100-52100-331-000	35.00
Total 75129:									35.00
08/19	08/23/2019	75130	16782	MADISON EMERGENCY PHYSI	MEDICAL DIRECTION	MCFARLAN	1	100-52200-211-000	700.00
08/19	08/23/2019	75130	16782	MADISON EMERGENCY PHYSI	MEDICAL DIRECTION	MCFARLAN	1	100-52200-211-000	700.00
Total 75130:									1,400.00
08/19	08/23/2019	75131	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	18620	1	100-53000-241-000	1,592.25
08/19	08/23/2019	75131	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	18620	2	600-53718-241-000	434.25
08/19	08/23/2019	75131	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	18620	3	600-53616-241-000	434.25
08/19	08/23/2019	75131	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	18620	4	605-53440-241-000	434.25
Total 75131:									2,895.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
08/19	08/23/2019	75132	17176	MORTENSON, TYLER	DRONE CERTIFICATION	082219	1	100-52500-331-000	150.00
Total 75132:									150.00
08/19	08/23/2019	75133	16880	OREGON POLICE DEPARTMEN	APRIL 2019 INSERVICE TRAINING	APRIL2019	1	100-52100-331-000	625.00
Total 75133:									625.00
08/19	08/23/2019	75134	802	RENNERT'S FIRE EQUIP SRV IN	LADDER 8 REPAIRS	41165	1	100-52200-241-000	72.21
Total 75134:									72.21
08/19	08/23/2019	75135	1011	VERIZON WIRELESS	PD CELL PHONES	9835902369	1	100-52100-221-000	55.95
Total 75135:									55.95
Grand Totals:									1,091,272.45

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-1115	138.93	.00	138.93
001-2120	.00	138.93-	138.93-
100-1624	300.00	.00	300.00
100-2120	17.94	80,798.47-	80,780.53-
100-2156	240.25	.00	240.25
100-2364	4,230.28	.00	4,230.28
100-2640	8,124.85	.00	8,124.85
100-2645	313.27	.00	313.27
100-45110-000	4,154.49	.00	4,154.49
100-46230-000	2,507.68	.00	2,507.68
100-51100-321-000	363.16	.00	363.16
100-51200-210-000	82.21	.00	82.21
100-51200-331-000	25.00	.00	25.00
100-51300-210-103	412.50	.00	412.50
100-51410-331-000	25.00	.00	25.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-51420-211-000	876.63	.00	876.63
100-51420-240-000	190.54	.00	190.54
100-51420-310-000	254.00	.00	254.00
100-51420-320-000	195.00	.00	195.00
100-51420-321-000	179.52	.00	179.52
100-51420-331-000	25.00	.00	25.00
100-51450-210-000	3,523.86	.00	3,523.86
100-51600-220-000	3,414.07	.00	3,414.07
100-51600-242-000	1,760.43	.00	1,760.43
100-51600-340-000	61.05	.00	61.05
100-52100-210-000	9,463.84	.00	9,463.84
100-52100-221-000	2,161.95	.00	2,161.95
100-52100-240-000	18.71	.00	18.71
100-52100-241-000	694.31	.00	694.31
100-52100-330-000	174.90	.00	174.90
100-52100-331-000	692.00	.00	692.00
100-52100-341-000	2,173.32	.00	2,173.32
100-52200-141-000	106.20	.00	106.20
100-52200-211-000	1,400.00	.00	1,400.00
100-52200-221-000	2,106.00	.00	2,106.00
100-52200-240-000	360.38	.00	360.38
100-52200-241-000	2,227.98	.00	2,227.98
100-52200-331-000	80.00	.00	80.00
100-52200-340-000	623.36	.00	623.36
100-52200-341-000	1,844.35	.00	1,844.35
100-52400-210-000	82.21	.00	82.21
100-52400-211-000	9,394.30	.00	9,394.30
100-52500-221-000	27.40	.00	27.40
100-52500-331-000	175.00	.00	175.00
100-53000-210-000	112.10	.00	112.10
100-53000-211-000	5,438.09	.00	5,438.09
100-53000-221-000	2,106.00	.00	2,106.00
100-53000-240-000	1,209.65	.00	1,209.65
100-53000-241-000	2,909.29	17.94-	2,891.35
100-53000-291-000	733.72	.00	733.72
100-53000-310-000	19.63	.00	19.63
100-53000-331-000	25.00	.00	25.00
100-53000-340-000	21.45	.00	21.45
100-53000-341-000	1,351.32	.00	1,351.32
100-53000-370-000	100.00	.00	100.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-54600-210-000	109.71	.00	109.71
100-54600-331-000	25.00	.00	25.00
100-54600-340-000	60.47	.00	60.47
100-55200-220-000	64.09	.00	64.09
100-55200-340-000	1,447.95	.00	1,447.95
205-2120	.00	5,746.95-	5,746.95-
205-55110-210-000	8.95	.00	8.95
205-55110-220-000	2,433.23	.00	2,433.23
205-55110-240-000	142.30	.00	142.30
205-55110-242-000	539.75	.00	539.75
205-55110-310-000	123.54	.00	123.54
205-55110-330-000	12.00	.00	12.00
205-55110-344-000	2,447.19	.00	2,447.19
205-55110-345-000	39.99	.00	39.99
315-2120	.00	961,225.07-	961,225.07-
315-58000-610-000	930,000.00	.00	930,000.00
315-58000-620-000	31,225.07	.00	31,225.07
400-2120	.00	32,363.61-	32,363.61-
400-57220-813-101	2,263.20	.00	2,263.20
400-57310-811-102	1,593.00	.00	1,593.00
400-57310-820-101	564.35	.00	564.35
400-57310-821-000	7,328.20	.00	7,328.20
400-57610-811-106	4,650.00	.00	4,650.00
400-57610-813-101	1,985.06	.00	1,985.06
400-57610-825-102	8,590.00	.00	8,590.00
400-57620-827-116	5,389.80	.00	5,389.80
600-2120	89.12	8,846.15-	8,757.03-
600-53610-210-000	332.70	.00	332.70
600-53610-211-000	1,687.00	.00	1,687.00
600-53610-310-000	36.47	.00	36.47
600-53610-321-000	55.21	.00	55.21
600-53610-331-000	25.00	.00	25.00
600-53615-210-000	.00	69.34-	69.34-
600-53615-341-000	79.88	.00	79.88
600-53616-241-000	793.45	14.89-	778.56
600-53616-242-000	183.96	.00	183.96
600-53616-341-000	159.76	.00	159.76
600-53710-210-000	332.71	.00	332.71
600-53710-211-000	1,687.00	.00	1,687.00
600-53710-310-000	36.48	.00	36.48

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-53710-321-000	39.96	.00	39.96
600-53710-331-000	25.00	.00	25.00
600-53710-341-000	159.76	.00	159.76
600-53716-220-000	1,776.96	.00	1,776.96
600-53716-242-000	183.97	.00	183.97
600-53717-340-000	377.55	.00	377.55
600-53718-241-000	793.45	4.89-	788.56
600-53718-341-000	79.88	.00	79.88
605-2120	4.89	2,222.70-	2,217.81-
605-53440-210-000	22.50	.00	22.50
605-53440-211-000	843.50	.00	843.50
605-53440-241-000	793.45	4.89-	788.56
605-53440-242-000	183.96	.00	183.96
605-53440-310-000	81.15	.00	81.15
605-53440-321-000	38.28	.00	38.28
605-53440-341-000	239.65	.00	239.65
605-53440-530-000	20.21	.00	20.21
610-2120	.00	42.52-	42.52-
610-53620-211-000	25.49	.00	25.49
610-53620-321-000	17.03	.00	17.03
Grand Totals:	1,091,496.35	1,091,496.35-	.00

Report Criteria:
Report type: GL detail

08/09/2019	PC	08/15/2019	70076	WOLLERMAN, SHELLY K	665	440.17
08/09/2019	PC	08/15/2019	70308	WOLLERMAN, SHELLY K	665	297.03
08/09/2019	PC	08/15/2019	75043	WOLLERMAN, SHELLY K	665	440.17
08/09/2019	PC	08/15/2019	75044	WOLLERMAN, SHELLY K	665	297.03
08/17/2019	PC	08/23/2019	75050	SEYMOUR, ABBY	4011	574.96
08/17/2019	PC	08/23/2019	75051	BREMER, ANDREW	5006	1,106.07
08/17/2019	CDPT	08/23/2019	75052	WI AFSCME COUNCIL 32	7	43.29
08/17/2019	CDPT	08/23/2019	75053	WI SCTF	5	207.89
08/17/2019	CDPT	08/23/2019	75054	WPPA TREASURER	6	504.00

Payroll Related

\$2,436.01

cc
8-13-19

Cassandra Wy 858-8155

	Event Permit Pursuant to Village Ordinance Chapter 11
	For parades, run/walks, car shows, community events, and special events in which 200 or more attendees are anticipated at one time or that is likely to have a significant impact on neighborhood parking or the free-flow of traffic (only pertains to events that are open to the public). ☐ - Application Fee - \$100 (due with application)

Public Property vs. Private Property		Note - Instructions	
1. Will any portion of this event take place on public property? ☒ - Yes ☐ - No <i>Madison Curling Club is owned by Village</i>		If yes, please complete entire application. If no, please complete question 1a.	
1a. If no, will the event involve the sale of alcohol? ☐ - Yes ☒ - No		If yes, please complete the entire application. If no, please contact Village Administration to determine if you need to complete the application	

Applicant Information	
Name (First, M.I., Last) of Primary Contact: <i>LISA A. Seidel</i>	Phone: <i>608-347-5652</i>
Address: —	
Email Address: <i>halfpintresale@gmail.com</i> <i>halfpintresale@gmail.com</i>	

Agency/Organization Information (if applicable)	
Name: <i>Half-Pint Resale LLC</i>	Phone: <i>608-347-5652</i>
Address: <i>226 Oak Street, Madison, WI 53704</i>	
Email Address: <i>halfpintresale@gmail.com</i>	

Event Information		
Name of Event: <i>Half-Pint Resale</i>	Type of Event: <i>Children's Consignment Sale</i>	
Location of Event: <i>Madison Curling Club</i>		
Event Date(s): <i>9/7 + 9/8 public event dates</i>	Event Time(s): <i>9/7:</i> <i>8am - 7pm</i>	<i>9/8:</i> <i>8am - 1pm</i>
Total number of anticipated attendees: <i>500+</i>	Total Number of attendees anticipated being at the event at one time: <i>100+</i>	
Set up Start Time: <i>7am 9/4/19</i>	Tear Down End Time: <i>10pm 9/8/19</i>	

Event Questionnaire	Notes/Instructions
1. Is this event proposed to take place on a Village street? ☐ - Yes ☒ - No	If yes, please attach map of route including all intersections and road closures.
2. Will the event involve closure of a Village Street(s)? ☐ - Yes ☒ - No	
3. Does this event include a parade which will take place on any portion of a Village street? ☐ - Yes ☒ - No	If yes, please attach map of route. *only allowed for community organizations
4. Is this event predicted to have 200 attendees at one time? ☐ - Yes ☐ - No <i>* unsure</i>	This only pertains to events open to the public, not private parties.
5. Will there be outdoor amplified sound? ☐ - Yes ☒ - No	
6. Will the event generate amplified sound after 10 p.m.? ☒ - No ☐ - Yes, a variance is requested as part of this application	All events generating noise after 10 p.m. require a variance from the Village Board.
7. Will alcohol be consumed? ☐ - Yes ☒ - No	
7a. If yes, will minors be present where alcohol is served? ☐ - Yes, a variance is requested as part of this application ☐ - No	All events that allow for the presence of minors where alcohol is served require a variance from the Village Board.
7b. Will alcohol be sold? ☐ - Yes ☒ - No	A temporary alcohol license is required. Please contact the Clerk at 608-838-3153. Form may also be accessed at: Mcfarland.wi.us/licensespermits
8. Will a Village Park be used? ☐ - Yes ☒ - No Please identify the park: _____	Reservations should be made at: Mcfarland.wi.us/parks_reserve
9. Will the event involve tents, or any other activities that will require digging or turf disturbance? ☐ - Yes ☒ - No	*You are required to contact digger's hotline no less than 5 days prior to the event to provide a locate.
10. Has this event been previously approved in prior years by the Village? ☐ - Yes ☒ - No	If yes, when: _____ (month/year)
10a. If yes, have any of the event details changed from the prior years? ☐ - Yes ☐ - No	If yes, describe changes(attach additional sheets if necessary):

Required Attachments

☒ - Detailed event schedule

☐ - Site Plan Requirement – a site plan must be attached that identifies the event layout for the event including stages, tents, equipment, fencing, alcohol sale and carding areas, etc.

☐ - (if applicable) If the event will take place on a Village street, include a map of all routes or activities.

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

Event Details and Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting.

please contact me to discuss or provide a contact for me to reach out to I do on-scene crime response

Event Coordinator

Village requires each event to identify event coordinators who shall serve as direct contacts for the event. These should be individuals that are not directly participating in the event activities, but rather specifically assigned to monitor and assist in coordinating the activities of the event.

Identify Event coordinators (identify 1 for every 50 expected attendees) – attach additional sheets if necessary.

Name	Location at Event (Ex: Race Start, supply tent)	Time On-site (ex: 10 a.m. to 2 p.m.)	Cell Phone
Lisa Seidel	Kitchen	Sam - 10pm	608-347-5652
Ellen Carlson	volunteer		608-692-9978
	check-in		

Indemnification Agreement

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

Applicant Signature:

Date:

Lisa Seidel
mpchaff
8/10/19
Hug Rint Resale - 11/18

Certification Section

PLEASE READ CAREFULLY BEFORE SIGNING

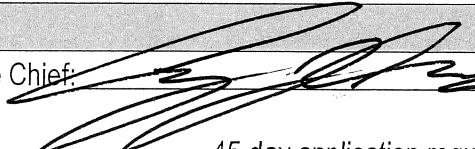
I understand the application and event requirements and agree to the following:

- ☒ - I agree to adhere to all applicable, federal, state and municipal laws and understand the violation of such laws will be subject to applicable fines and penalties, and failure to do so is ground for revocation of the event permit.
- ☒ - I understand that my event permit may be revoked at any time, if the Chief of Police, Fire/EMS Chief, Public Works Director, or designee, in their sole discretion, determine that health or general welfare to the public is endangered.
- ☒ - I agree to return the site to the condition that existed before the event within twenty-four (24) hours or the expiration of my parks reservation.
- ☒ - I agree to abide by all including any additional conditions imposed by the Village, and understand failure to adhere to conditions will result in revocation of the event permit.

Applicant Signature:

Date:

Hug Rint Resale LLC
8/10/19

FOR VILLAGE USE ONLY			
☒ - Approved	☐ - Denied	Police Chief: 	Date: <u>08-23-19</u>
Application Received: _____		45-day application requirement met?: ☐ - Yes ☐ - No	
Public Safety Committee Date: _____		☐ - Approved ☐ - Denied ☐ - Not applicable	
Village Board Meeting Date: _____		☐ - Approved ☐ - Denied	

Detailed Security Plan Requirements – Appendix A

**Police Department to provide criteria regarding security plan requirements. This would include number of event coordinators required per number of attendees, security requirements when alcohol is served, etc.

Detailed Emergency Management Expectations and Requirements – Appendix B

- Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation.
 - Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire & Rescue Department will be notified while questions are being obtained.
 - If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
 - Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
 - Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
 - In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.
- Actions to be taken in the event of a medical emergency.
 - Call 911 to report the incident. The 911 operator will have several questions but know the Fire & Rescue Department will be notified while questions are being obtained.
 - Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.



Special Event Liability Application

Please attach a copy of the event flyer or promotional literature

Agency Name 0 Agency # _____
Producer Name Cary Neess Phone 608-830-5817 Email caryn@baerinsurance.com

Applicant Information

- Name of Applicant Half Pint Resale
- Address c/o Lisa Seidel 226 Oak Street
Street City County State Zip
- Web site https://halfpintresale.com/
- Contact Name, telephone and email _____
- Business Type
☐ Individual ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ Other _____

Event Details

- Name of the Event Half Pint Resale
- Location of Event Madison Curling Club
Name of Venue
4802 Marsh Rd McFarland Dane WI 53558
Street City County State Zip

* If multiple location addresses, please attach a schedule of location addresses.

- Effective Dates (please include setup and teardown time) From 9 / 5 / 2019 to 9 / 8 / 2019

Event Date	Daily Attendance	Hours of Operation
9/4 set up date	75	from <u>10</u> : <u>00</u> AM/PM to <u>8</u> : <u>00</u> AM/PM
<u>5</u>	<u>75</u>	from <u>9</u> : <u>00</u> AM/PM to <u>12</u> : <u>am</u> AM/PM
<u>6</u>	<u>400</u>	from <u>8</u> : <u>00</u> AM/PM to <u>10</u> : <u>pm</u> AM/PM
<u>7</u>	<u>400</u>	from <u>8</u> : <u>00</u> AM/PM to <u>10</u> : <u>pm</u> AM/PM
<u>8</u>	<u>400</u>	from <u>8</u> : <u>00</u> AM/PM to <u>10</u> : <u>pm</u> AM/PM

- Please provide a description of the Event, including a complete list of activities childrens consignment sale, toys and clothes
- Has this event been held previously? ☒ Yes ☐ No
If yes, please provide the following:
Name of Insurance Company Secura Premium \$ \$351
☐ This event was not previously insured.

Coverage Information

- Liability Coverage
Liability Limits Requested (per occurrence/aggregate)
☐ \$300,000/\$600,000 ☐ \$500,000/\$500,000 ☐ \$500,000/\$1,000,000
☐ \$1,000,000/\$1,000,000 ☒ \$1,000,000/\$2,000,000 ☐ \$1,000,000/\$3,000,000
- Auto Coverage
Please indicate if you would like to include a quote for Hired and Nonowned Auto Liability (Not eligible for demo derbies or motorized stunts/events):
☒ No
☐ Yes, please include a quote at limit equal to the liability occurrence limit requested above
Will you be providing transportation for spectators or participants? ☐ Yes ☐ No
Please describe how the vehicles will be used for the event _____

Describe the use _____
 Will the mobile equipment be kept in a locked storage facility and their keys kept in a separate secured location?
 ____ Yes ____ No

24. Will the Event include any of the following activities?
 x ____ Not Applicable – there won't be any of these activities

Activity Description	Applicant Operations	or Vendors and Exhibitors Operations
Hot Air Balloon Rides	☐ Yes, I am operating or sponsoring these activities	☐ Vendor will be operating and sponsoring these activities.
Helicopter/Airplane Rides	*Note these activities will be excluded on the policy.	Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
Carnival Rides		
Fireworks		
Parades	☐ Yes, I am operating or sponsoring this activity ____ Number of units Throwing candy ☐ Yes ☐ No	☐ Vendor will be operating and sponsoring the activity. Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
Demolition Derby ☐	☐ Yes, I am operating or sponsoring this activity	☐ Vendor will be operating and sponsoring the activity.
Motor Vehicle Demonstration ☐	Concrete barrier ☐ Yes ☐ No	Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
Tractor Pull ☐		<i>If Yes is checked, the insured is required to obtain Certificates from vendors for motor related events.</i>
Steam Powered Equipment Demonstration ☐		
Dunk Tank ☐	☐ Yes, I am operating or sponsoring this activity	☐ Vendor will be operating and sponsoring the activity.
Inflatable ☐		Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
	Is the dunk tank ☐ homemade? or ☐ made by a commercial manufacturer?	
Petting Zoo	☐ Yes, I am operating or sponsoring this activity	☐ Vendor will be operating and sponsoring the activity.
Animal Rides		Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
	Is there a hand washing station and a sign warning people to wash their hands after touching the animals to prevent illness? ☐ Yes ☐ No	
Wagons	☐ Yes, I am operating or sponsoring this activity Photo Required	☐ Vendor will be operating and sponsoring the activity.
	Sides four feet tall or higher? ☐ Yes ☐ No	Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
	Four sides to wagon? ☐ Yes ☐ No	
Triathlons	☐ Yes, I am operating or sponsoring this activity	☐ Vendor will be operating and sponsoring the activity.
		Will you obtain a Certificate of Insurance listing you as an additional insured on their policy? ☐ Yes ☐ No
	Is the event sanctioned? ☐ Yes ☐ No	
	Are wetsuits required? ☐ Yes ☐ No	

25. Are all vendors or exhibitors required to have their own Insurance with minimum liability limits equal to your own, and provide a Certificate of Insurance listing you as an additional insured on their policy? ____ Yes ____ No
26. Are there any Additional Insureds? ____ Yes, please indicate how many ____ x ____ No
 If yes, please provide the following information for each Additional Insured request:



Envelope Data

Subject: 2019 Fall Sale
Documents: Secura Half Pint event app (2).pdf
Document Hash: 13083119
Envelope ID: ENV84364755-3068-BCBE-8318-AEEE
Sender: Cary Neess
Sent: 7/26/2019 4:30:51 PM EDT
Status: Completed
Status Date: 8/4/2019 10:04:43 PM EDT

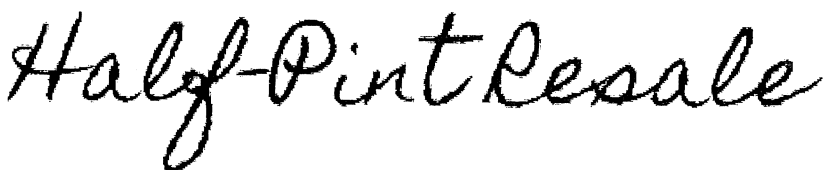
Recipient(s) / Roles

Name / Role	Address	Type
Cary Neess	caryn@baerinsurance.com	Sender
Lisa Seidel	halfpintresale@gmail.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Cary Neess	caryn@baerinsurance.com	96.60.109.211	7/26/2019 4:30:51 PM EDT	Created
Lisa Seidel	halfpintresale@gmail.com	108.217.35.130	8/4/2019 10:04:44 PM EDT	Signed
			8/4/2019 10:04:43 PM EDT	Status - Completed

Signer Signatures

Signer Name / Roles	Signature
Lisa Seidel	



McFarland Fire & Rescue Department

5915 Milwaukee Street • PO Box 110 • McFarland, WI 53558-0110

(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

August 21, 2019

Re: Event Permit Review – Half-Pint Resale Consignment Sale

I have reviewed the submitted event application by Lisa Seidel for Half-Pint Resale Event to occur on September 7, 2019, from 8:00 am to 7:00 pm and September 8, 2019 from 8:00 am to 1:00 pm at the Curling Club 4802 Marsh Road in the Village of McFarland.

The event is a repeat event with no previous concerns noted by the Fire & Rescue Department. The application is substantially complete, and I recommend approval of the permit with the condition that event staff monitors attendees to ensure any conflicts with providing emergency services to the event and the building are corrected immediately.

Sincerely,

A handwritten signature in black ink that reads "Christopher C. Dennis".

Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland



Village of McFarland Police Department

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

Craig J. Sherven • Chief of Police

DATE: August 23, 2019

TO: McFarland Village Board

FROM: Craig J. Sherven, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the special event license application for the annual Half Pint Consignment Sale event to be held September 7th and 8th, 2019 at the Madison Curling Club. I am recommending approval of the application, with the following conditions:

- Event coordinators will provide one staff member for every 50 attendees to monitor activities, serve as points of contact for attendees, and to assist emergency responders as needed in the event of an incident.
- These staff members will wear a brightly colored shirt with wording that clearly identifies themselves as staff.
- Event coordinators will have in place a plan for handling a medical emergency, fire or severe weather event.
- Event coordinators will adhere to the condition placed by Fire/Rescue Department Chief Dennis regarding the monitoring of attendees and attendee's parking activities so as to ensure access by Fire/Ems vehicles is not restricted.
- Any additional conditions imposed by the Public Works Department.

Attached you will find a letter of approval submitted by Chief Dennis of the McFarland Fire/Rescue Department.

Respectfully,

Craig J. Sherven

Craig J. Sherven
Chief of Police

Cassandra Suettinger

From: Brad Czebotar
Sent: Friday, August 16, 2019 12:09 PM
To: Cassandra Suettinger
Subject: Committee Appointments

Hi Cassandra,

Please include on the August 26 village board agenda the nomination of Blake to the Board of Zoning Appeals and the Communication and Technology Committee.

Thanks,
Brad

Hi Brad -

Here is my bio:

I am a software developer for the U.S. Geological Survey Upper Midwest Water Science Center in Middleton. I am a recent arrival to McFarland, having just purchased a home on Indian Mound Drive with my partner, Megan Adams. We moved here from Grinnell, Iowa, but we were only there for one year and before that we lived in east Madison for 8 years. I am interested in getting involved with the community in McFarland and I am also in the process of applying to the Fire Department to be a paid on call volunteer firefighter. I have no professional experience in zoning issues, but I am interested in learning more and I hope to use this committee position to meet more folks in the community and learn more about McFarland.

Let me know if you need anything more specific in that bio, Brad.

Thanks,
Blake

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



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator, Jim Hessling, Public Works Director

AGENDA ITEM: Discussion and action regarding the award of contract for the Orchard Hill Frisbee Golf Course project and approval for Change Order 2019-01.

PREVIOUS ACTION:

The Committee authorized rebidding the project at its May 16th meeting. The results of which were evaluated at the meeting on June 27th and further reviewed on July 18th. At its last meeting on August 15th the Committee recommended approval of the project as presented which included a reduction in the scope combined with assistance from Village Staff.

ISSUE SUMMARY:

As part of the second phase of improvements for Orchard Hill Park (Urso/Schuetz), the Village has been working to plan, design, bid and hopefully construct a Frisbee golf course. The first phase included a parking lot off of Hidden Farm Road, woodland clearing/restoration, and boardwalk within the dog park.

Frisbee golf was conceived in the Master Plan for the Park that was accepted by the Village in 2017. Most of 2018 was used for design work and the project was sent for bidding in 2019. The planning process conceived an 18 hole course that was worked into the existing terrain generally on the west side of the park. A consultant that specializes in course development was utilized and recommended only 9 holes that had two different tee styles per hole while also making other recommendations to reshape the terrain in some areas to create a more "championship" level course. Town and Country Engineering ultimately created the final design, specifications, and bid package.

The 9 hole design was accepted and the first round of bidding only yielded one contractor with a very high cost. That bid presented a cost of \$485,495.50 compared to the engineer's estimate of \$205,054 not including alternates. This bid was rejected and the project rebid with some additional changes to the bid specifications to hopefully be more specific on some areas.

The project was bid a second time in June and received 3 responses this time with the low bidder still in excess of the Engineer's estimate for the project. The low bidder this time came in



at \$345,034 compared to the engineer's estimate of \$194,611 not including alternates. The Parks Committee evaluated the bid and requested Staff to go back to the contractor to provide more specifics on the excavation that was planned (this is the largest cost), and the ability for Village Staff to supplement some of the work.

The Committee at its last meeting reviewed a scaled down version of the project that was presented as a hybrid approach with the contractor doing the main work to construct the course itself through turf restoration and Village Staff filling the final details to make the course operational according to the design. Additionally the Village was to provide the needed fill onsite through the spoils of our 2019 Street and Water Main Project. See attached memorandum detailing these final costs to complete the project. The project as now proposed is inline with the character of the master plan as was originally accepted and within budget parameters that were established within the approved 2019 Capital Projects Fund Budget.

FINANCIAL/BUDGET IMPACT:

The Village has borrowed \$350,000 this year for improvements to this park which is referred to as Phase 2 of the Master Plan. The project as proposed for construction in 2020 is estimated at approximately \$246,000 which is \$104,000 under the budgeted amount. This variance will leave funds available for other park improvements within the master plan that can be considered in either in late 2019 or in 2020 as part of the third phase of work.

VILLAGE PLAN REFERENCE:

Urso/Schuetz Park Master Plan Update - October 2017

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Parks, Recreation, and Natural Resources Committee has recommended approval of the following:

- Acceptance of the base bid from MZ Construction Inc. of Livingston, WI in the amount of \$330,034 which includes the alternate deduction of \$15,000 for completion in 2020.
- Acceptance of Change Order 2019-01 which further reduces the contract amount to \$197,040 including the alternate deduction of \$15,000 for completion in 2020 according to the revised quote issued on July 8, 2019.
- Acceptance of Staff's proposal for the Village to complete the project with the remainder of the tasks listed to be completed by Village Staff for a cost not to exceed of \$246,000 including the revised contract following change order and 10% contingency for the project detailed in a memorandum from the Village Administrator on August 9, 2019.

This is the action recommended for approval by Committee in order to facilitate and complete



the construction of a Frisbee golf course in Orchard Hill Park per the guidance of its Master Plan.

ATTACHMENTS:

1. Disc Golf Design
2. Frisbee Golf Second Bid Opening Recommendation Letter 06262019
3. Frisbee Golf Revised Quote 07082019
4. Frisbee Golf Project Development Memorandum 08092019 mgs
5. Frisbee Golf Change Order 08202019

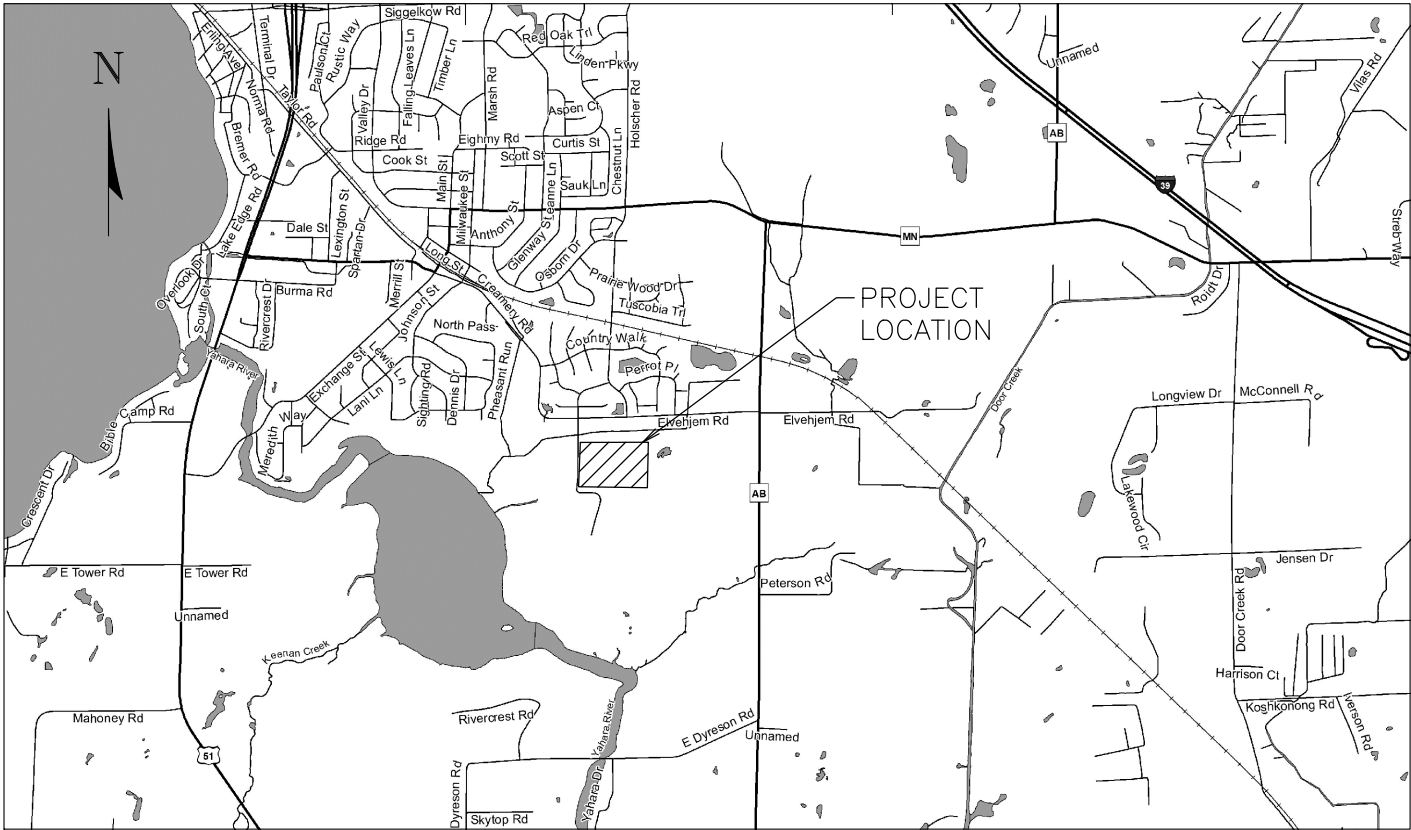
2019 SITE IMPROVEMENTS

ORCHARD HILL PARK

DISC GOLF COURSE

Village of McFarland, Wisconsin

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	EROSION CONTROL PLAN AND GENERAL NOTES
2	EROSION CONTROL AND STANDARD CONSTRUCTION DETAILS
3	SITE PLAN HOLES 1-3 AND 7-9
4	SITE PLAN HOLES 4-6



NO SCALE

MEMBER

ONE CALL SYSTEMS INTERNATIONAL

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE.

LEGEND

UNDERGROUND TELE. — UT — UT — UT — UT —

UNDERGROUND CATV. — CBL — CBL — CBL — CBL —

UNDERGROUND ELEC. — UE — UE — UE — UE —

OVERHEAD — OH — OH — OH — OH —

EXISTING GAS — G — G — G — G —

PROPERTY LINE — — — — —

EXISTING WATER MAIN — — — — —

EXISTING SANITARY SEWER — — — — —

EXISTING STORM SEWER — x — x — x — x — x —

EXISTING FENCE LINE — — — — —

SAWCUT — — — — —

NEW STORM SEWER — — — — —

NEW WATER MAIN — — — — —

NEW SANITARY SEWER — — — — —

NEW ITEMS:

WATER VALVE

CURB STOP

HYDRANT

MANHOLE

CURB INLET

ENDWALL

GAS WARNING

EXISTING ITEMS:

FLAG POLE

MAILBOX

POWER POLE

LIGHT POLE

LAMP POST

PULL BOX

WATER VALVE

CURB STOP

HYDRANT

WELL

MONITORING WELL

TRACER WIRE

SANITARY MANHOLE

SANITARY VALVE

CLEANOUT

STORM MANHOLE

CURB INLET

CIRCULAR INLET

SQUARE INLET

ENDWALL

STUMP

DECID. TREE (RELATIVE SIZE SHOWN)

EVERGREEN

SHRUB OR HEDGE

SIGN

CATV. PED.

TELE. PED.

ELEC. PED.

GAS VALVE

STREET SIGN

IRON PIPE

IRON ROD

NOTES:

1.) EXISTING FEATURES AND LABELS ARE SHOWN WITH SCREENED, LIGHTER LINES.

2.) NEW CONCRETE IS SHOWN SHADED IN PLAN VIEWS

3.) CONCRETE REMOVALS ARE SHOWN BY CROSS-HATCHING

2912 Marketplace Drive
Suite 103
TOWN & COUNTRY
ENGINEERING, INC.
Madison, WI 53719
(608) 273-3350
www.tceengineers.net

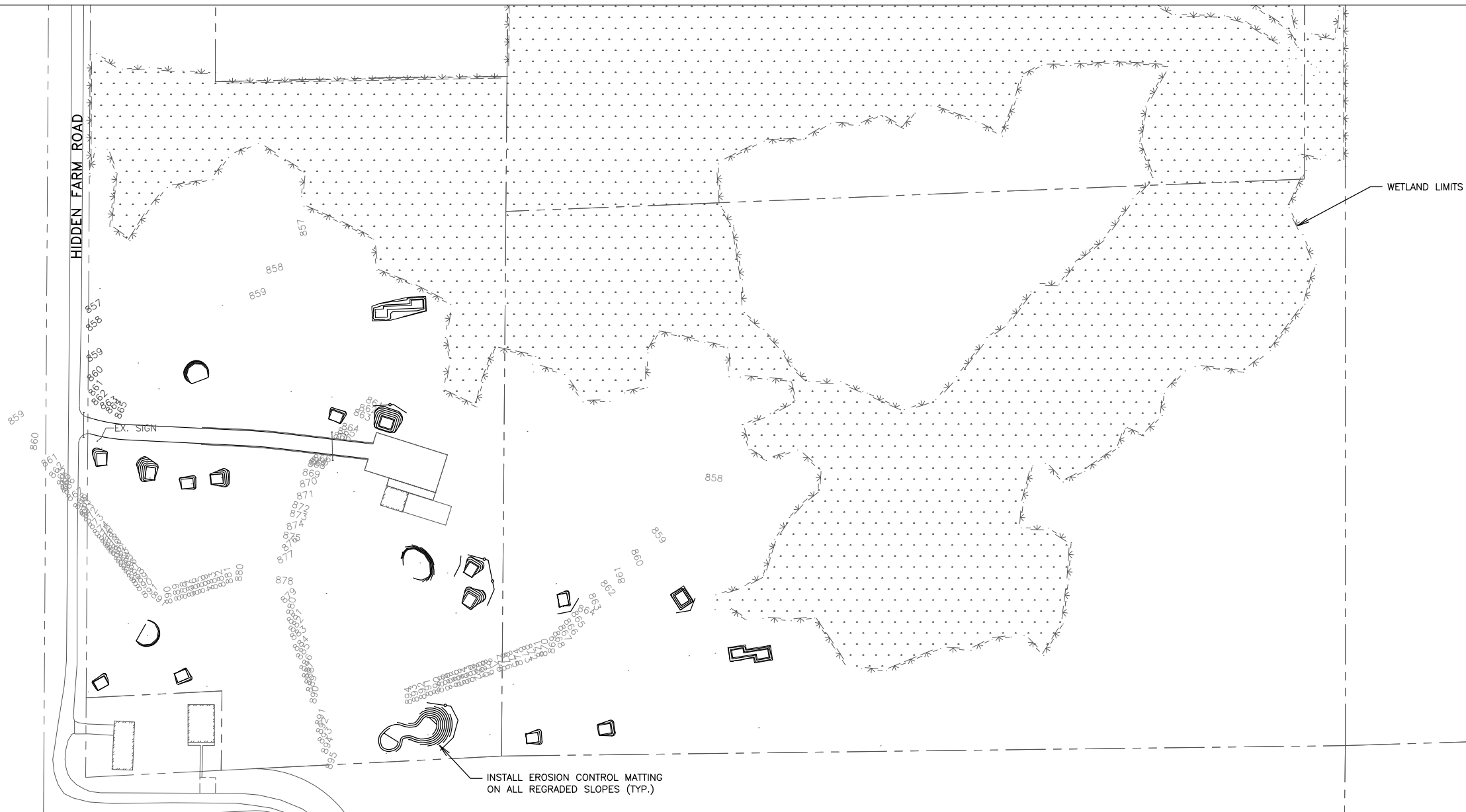
BY: DATE: REVISIONS: SHEET: 1

2019 SITE IMPROVEMENTS
ORCHARD HILL PARK
DISC GOLF COURSE
Village of McFarland, Wisconsin

DRAWN BY: J.R.K.
CHECKED BY: T.J.S.
REV. DATE: 5-7-19

PROJECT NO.: MC 142
DRAWING FILE: GOLF.DWG
DATE: 5-7-19

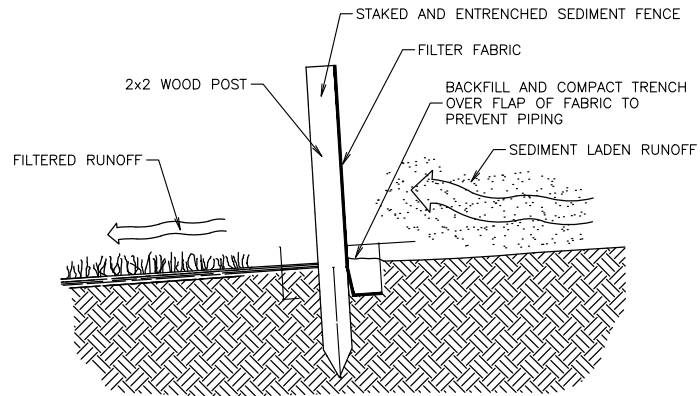
Page 46 of 207



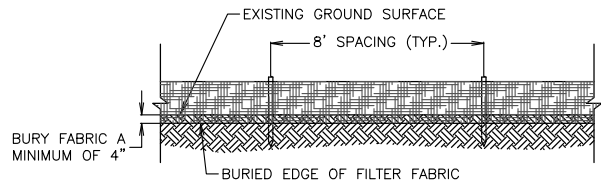
EROSION CONTROL NOTES:

- LOCATIONS MARKED WITH "X" TO RECEIVE INLET FILTER PROTECTION DURING CONSTRUCTION. ALL NEW STREET INLETS MUST ALSO RECEIVE INLET FILTER PROTECTION. IF NO INLET IS AT THE MARKED LOCATION, CONSTRUCT A STONE CHECK DAM IN GUTTER LINE.
- SURFACE FLOW DIRECTION IS INDICATED WITH 
- SILT FENCE INSTALLATION IS INDICATED WITH 
- POST WDNR CERTIFICATE OF PERMIT COVERAGE ON SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED, THE SITE IS STABILIZED, AND A NOTICE OF TERMINATION IS FILED WITH WDNR.
- KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
- SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE WDNR AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
- THE CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
- INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
- WHEN POSSIBLE: PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
- REFER TO THE WDNR STORMWATER CONSTRUCTION TECHNICAL STANDARDS AT http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
- INSTALL PERIMETER EROSION CONTROLS AND ROCK TRACKING PAD CONSTRUCTION ENTRANCE(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD STONE TRACKING PAD AND TIRE WASHING #1057 FOR ROCK CONSTRUCTION ENTRANCE(S).
- INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES #1060.
- STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.

- NOTIFY THE OWNER IF DEWATERING IS SCHEDULED TO OCCUR IN AREAS OF SOIL AND/OR GROUNDWATER CONTAMINATION, OR IF DEWATERING WILL OCCUR FROM A HIGH CAPACITY WELL (70 GPM OR MORE). DEWATER ONLY AFTER THE APPROPRIATE WDNr DEWATERING DISCHARGE PERMIT HAS BEEN OBTAINED.
 - PROVIDE ANTI-SCOUR PROTECTION AND MAINTAIN NON-EROSIVE FLOW DURING DEWATERING. LIMIT PUMPING RATES TO EITHER (A) THE SEDIMENT BASIN/TRAP DESIGN DISCHARGE RATE, OR (B) THE BASIN DESIGN RELEASE RATE WITH THE CORRECTLY-FITTED HOSE AND GEOTEXTILE FILTER BAG. PERFORM DEWATERING OF ACCUMULATED SURFACE RUNOFF IN ACCORDANCE WITH WDNr TECHNICAL STANDARD DE-WATERING #1061.
 - INSTALL AND MAINTAIN SILT FENCING PER WDNr TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.
 - REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS). LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNr TECHNICAL STANDARD DITCH CHECKS #1062.
 - IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
 - IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE. OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.
 - STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
 - SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY THE OWNER. SEPARATE SWEEP MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
 - THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNr TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES #1068.
 - PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO THE RECEIVING CHANNEL.
 - COORDINATE WITH THE OWNER TO UPDATE THE LAND DISTURBANCE PERMIT TO INDICATE THE ANTICIPATED OR LIKELY DISPOSAL LOCATIONS FOR ANY EXCAVATED SOILS OR CONSTRUCTION DEBRIS THAT WILL BE HAULED OFF-SITE FOR DISPOSAL. THE DEPOSITED OR STOCKPILED MATERIAL NEEDS TO INCLUDE PERIMETER SEDIMENT CONTROL MEASURES (SUCH AS SILT FENCE, HAY BALES, FILTER SOCKS, OR COMPACTED EARTHEN BERMS).
 - FOR NON-CANNELIZED FLOW ON DISTURBED OR CONSTRUCTED SLOPES, PROVIDE CLASS I, II OR III TYPE A EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOT'S WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNr TECHNICAL STANDARD NON-CHANNEL EROSION MAT #1052.
 - FOR CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED AREAS, PROVIDE CLASS I, II, OR III TYPE B EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOT'S WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNr TECHNICAL STANDARD CHANNEL EROSION MAT #1053.
 - MAKE PROVISIONS FOR WATERING DURING THE FIRST 8 WEEKS FOLLOWING SEEDING OR PLANTING OF DISTURBED AREAS WHENEVER MORE THAN 7 CONSECUTIVE DAYS OF DRY WEATHER OCCUR.
 - INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES (SUCH AS TEMPORARY SEDIMENT BASINS, DITCH CHECKS, EROSION CONTROL MATTING, SILT FENCING, FILTER SOCKS, WATTLES, SWALES, ETC.), OR AS DIRECTED BY THE OWNER.
 - THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE WDNr REMEDIATION AND WASTE MANAGEMENT REQUIREMENTS FOR HANDLING AND DISPOSING OF CONTAMINATED MATERIALS. SITE-SPECIFIC INFORMATION FOR AREAS WITH KNOWN OR SUSPECTED SOIL AND/OR GROUNDWATER CONTAMINATION CAN BE FOUND ON WDNr'S BUREAU OF REMEDIATION AND REDEVELOPMENT TRACKING SYSTEM (BRRTS) PUBLIC DATABASE AT: <http://dnr.wi.gov/botw/>



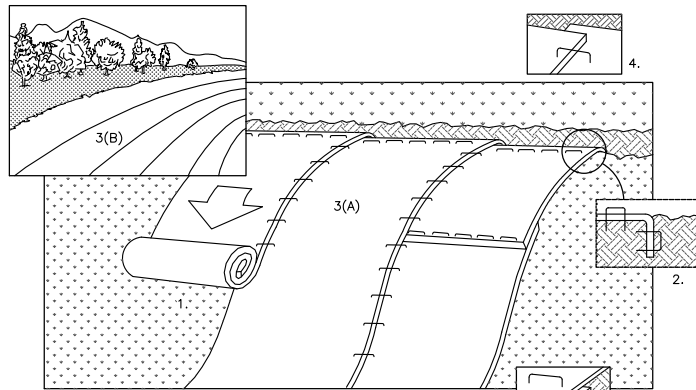
CROSS-SECTION OF A PROPERLY INSTALLED SEDIMENT FENCE



SEDIMENT FENCE DETAIL

EROSION CONTROL DETAILS

DETAIL NO. 02270-A

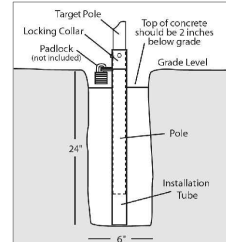
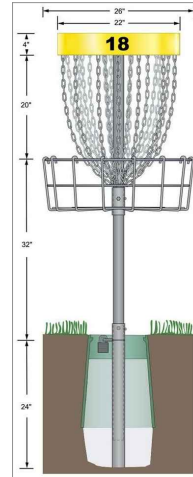


NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.
6. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

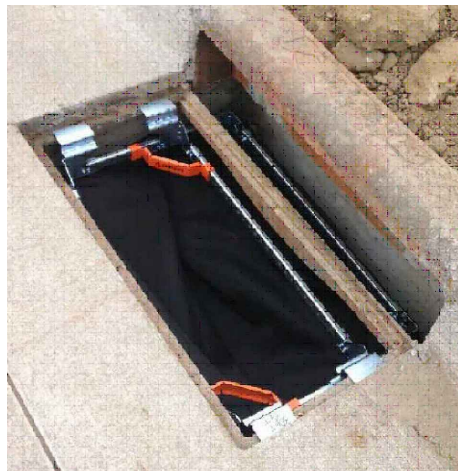
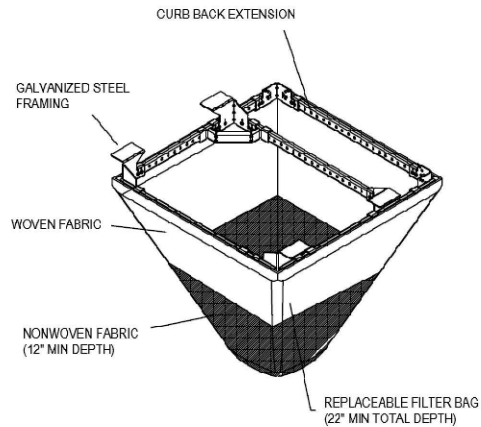
EROSION CONTROL MAT - SLOPE INSTALLATION

DETAIL 02270-H



PERMANENT TARGET INSTALLATION

DETAILS



GENERAL NOTES:

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

FRAMED INLET PROTECTION SHALL BE COMPLIANT WITH ALL ASTM STANDARD D8057-17 REQUIREMENTS, INCLUDING:

- A. BYPASS OVERFLOW THAT MEETS OR EXCEEDS INLET DESIGN FLOW
- B. FRAME AND BAG STRONG ENOUGH TO HANDLE FULL SEDIMENT LOAD.

INSTALLATION NOTES:

NO PART OF INLET PROTECTION SHALL BE PROJECTING ABOVE THE GRATE.

FOR COMBINATION INLETS, PROTECTION SHALL CAPTURE RUNOFF ENTERING BOTH GRATE AND CURB OPENING.

A DUAL FABRIC FILTER BAG, WITH NON-WOVEN BOTTOM AND WOVEN TOP SHALL BE USED.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

FRAMED INLET PROTECTION (WITH CURB BOX)

PROJECT NO.:

MC 148

DRAWING FILE:

GOLFING

DRAWN BY:

JSR/K

CHECKED BY:

MAB.

DATE:

2-06-13

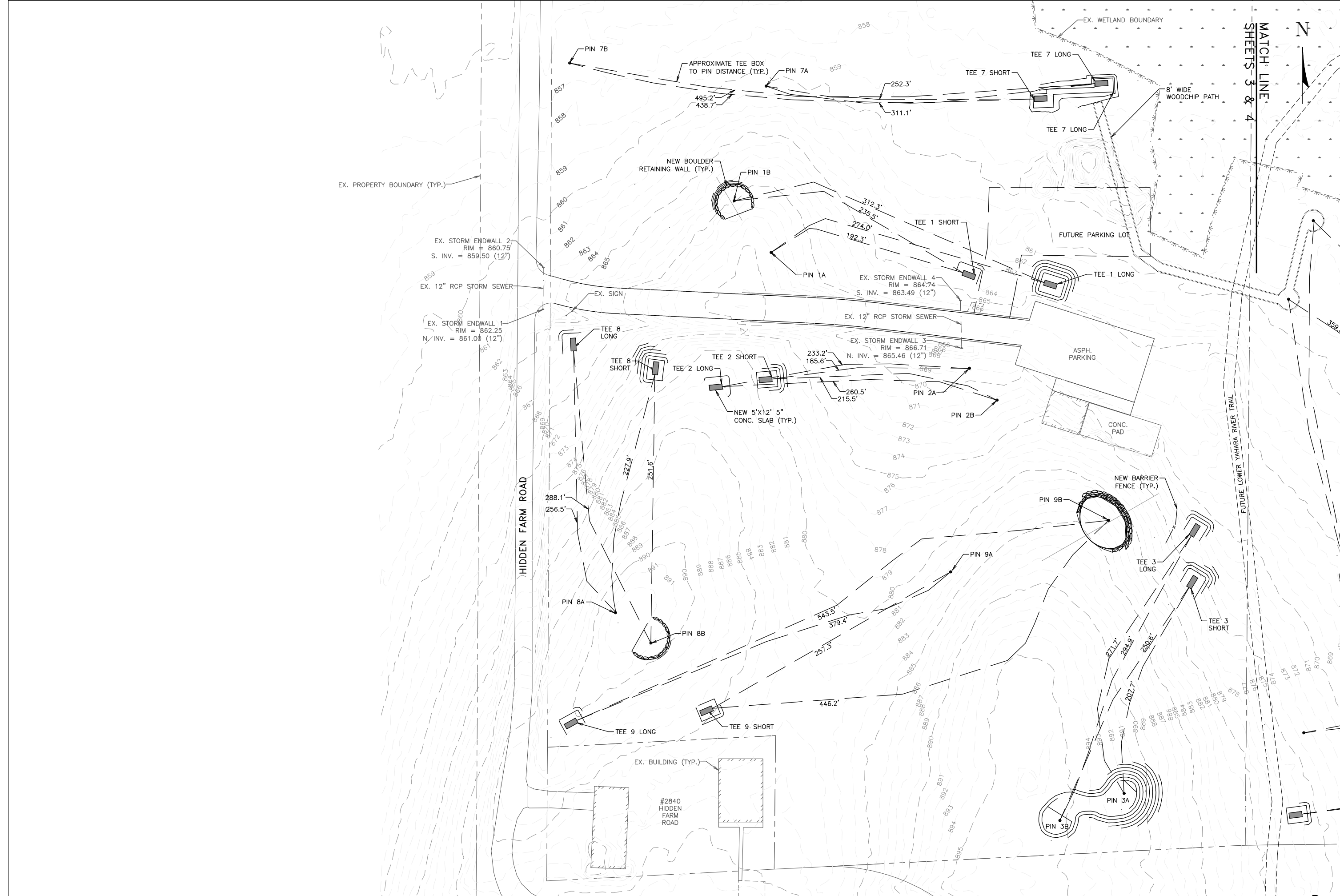
REVISIONS:

SCALE:

N.T.S.

SHEET:

2



2912 Marketplace Drive
Suite 103
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

tc
TOWN & COUNTRY
ENGINEERING, INC.

SITE PLAN
HOLES 1-3 AND 7-9

2019 SITE IMPROVEMENTS
ORCHARD HILL PARK
DISC GOLF COURSE
Village of McFarland Wisconsin

PROJECT NO.:
MC 142

DRAWING FILE:
GOLF.DWG

DRAWN BY:
J.R.K.

CHECKED BY:
T.J.S.

DATE:
5-7-19

REVISIONS:

SCALE:
0 10 20 40

SHEET:
3

June 26, 2019

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

Attention: Mr. Matthew Schuenke, Village Administrator

Subject: Analysis of Bids and Recommendation for Award of Contracts;
2019 Site Improvements – REBID
Orchard Hill Park Disc Golf Course; Village of McFarland

Bid Deadline: June 20, 2019 at 11:00 a.m. local time

Ladies and Gentlemen:

The purpose of this letter is to analyze the bids received for the rebid of the 2019 Site Improvements project and to provide a recommendation for award of a contract. This project involves construction of a new 9-hole disc golf course, including grading, landscaping, sidewalk construction, fence installation, and retaining wall construction. An alternate bid for a 2020 completion date, and supplemental bid items for imported woodchips and excavation and disposal of bad subbase below subgrade were also included.

The pre-bid estimate for the base bid was \$194,611.00. Seven general contractors, subcontractors, and material suppliers requested sets of the plans, specifications and bidding documents. Three contractors submitted bids.

A summary of the bids is as follows:

Contractor	Base Bid	Alternate Bid Total	Supplemental Bid Total
MZ Construction, Inc.	\$ 345,034.00	\$ (15,000.00)	\$ 11,200.00
Joe Daniels Construction	\$ 418,343.50	\$ 0.00	\$ 11,800.00
Maddrell Excavating LLC	\$ 586,817.40	\$ (200,000.00)	\$ 9,400.00

All of the bids were properly submitted, except that MZ Construction, Inc. submitted their Bidder's Proof of Responsibility with their bid and Maddrell Excavating incorrectly indicated a positive value for their alternate bid. These may be may be waived as minor informalities, and we so recommend.

The low bidder, using the base bid only, the base bid and alternate bid, or the base bid, alternate bid and supplemental bid is MZ Construction, Inc. of Livingston, Wisconsin, an experienced excavation and general contractor that has completed projects with our firm at wastewater treatment facilities. The bid prices are higher than the original budget by a significant amount and the Committee now has multiple potential options for how to proceed. A few options are presented and outlined below:

Option 1- Reject the Bids

Given bidder responses received for both the original bid and for this round of rebidding, it seems unlikely that the Village would receive more competitive pricing in another round of bidding. If the Committee chooses to reject bids and still wishes to proceed with the project, it may be necessary to significantly reduce the project scope.

Option 2- Accept Low Bid for 2019 Construction

This option would entail accepting the low bid from MZ Construction, Inc. in the amount of \$345,034.00. This would allow the Village to see significant progress on the project before the end of the year.

Option 3- Accept Low Bid for 2020 Construction and with immediate change contingency

Attached to this letter is a revised quote from MZ Construction. The quote revision assumes that the Village provides the fill material necessary to complete the work to the project site and that construction is able to be extended to 2020. If implemented, this revised quote would result in a total contract price of \$279,034.00

If the Committee wishes to proceed with this scope for the project, we recommend that MZ Construction be awarded a contract for the base bid, plus the alternate bid, if the budgets allow, for a total of \$330,034.00. We recommend that this award be made contingent upon the immediate execution of a deduction change order following contract execution for the provision of fill material to the site in the amount of \$51,000.00. Upon execution, the change order would bring the contract price to \$279,034.00.

This will be a unit price contract. That is, the contractor will be paid for the work actually performed on the basis on the unit prices bid. This means that the final line item costs could be either greater than or less than the bid totals. Also, unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended 10% contingency within the overall Village budget for this work.

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

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.

Tim Stieve

Tim Stieve, P.E., ENV-SP
Project Engineer

TJS:sai

J:\JOB#S\McFarland\MC-142-M9 2019 Lower Yahara River Trail Extension\Bidding\Recommendation Ltr.docx

BID TABULATION

PAGE 1 OF 1

Project: 2019 Site Improvements – REBID Orchard Hill Park Disc Golf Course; Village of McFarland
 Engineer's Project Number: MC 142 Bid Deadline: June 20, 2019 at 11:00 a.m. local time

ITEM NO.		BID		PRE-BID ESTIMATE		MZ Construction, Inc. Livingston, WI		Joe Daniels Construction Madison, WI		Maddrell Excavating LLC Brodhead, WI	
	DESCRIPTION OF WORK	QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
1.	Excavation/Fill to Subgrade	1	lump sum	\$75,000.00	\$ 75,000.00	\$ 225,000.00	\$225,000.00	\$ 262,944.00	\$ 262,944.00	\$ 465,000.00	\$ 465,000.00
2.	0.75" Crushed Aggregate Base Course	46	tons	\$ 20.00	\$ 920.00	\$ 35.00	\$ 1,610.00	\$ 30.00	\$ 1,380.00	\$ 26.00	\$ 1,196.00
3.	5" Thick Concrete Sidewalk	1,080	sq. ft.	\$ 15.00	\$ 16,200.00	\$ 15.00	\$ 16,200.00	\$ 20.00	\$ 21,600.00	\$ 13.00	\$ 14,040.00
4.	Boulder Retaining Wall	504	face sq. ft.	\$ 55.00	\$ 27,720.00	\$ 60.00	\$ 30,240.00	\$ 50.00	\$ 25,200.00	\$ 65.00	\$ 32,760.00
5.	New 8' Fence, Picket-Type	125	lin. ft.	\$ 90.00	\$ 11,250.00	\$ 100.00	\$ 12,500.00	\$ 90.30	\$ 11,287.50	\$ 100.00	\$ 12,500.00
6.	8' Wide Woodchip Path	5,842	sq. ft.	\$ 0.50	\$ 2,921.00	\$ 2.00	\$ 11,684.00	\$ 1.00	\$ 5,842.00	\$ 0.45	\$ 2,628.90
7.	New Permanent Disc Golf Target Basket	18	each	\$ 700.00	\$ 12,600.00	\$ 1,000.00	\$ 18,000.00	\$ 880.00	\$ 15,840.00	\$ 1,285.00	\$ 23,130.00
8.	Erosion Control	1	lump sum	\$20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 7,500.00	\$ 7,500.00
9.	Sediment Control Barrier	300	lin. ft.	\$ 6.00	\$ 1,800.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 3.00	\$ 900.00
10.	Coconut Erosion Control Matting	550	sq. yds.	\$ 4.00	\$ 2,200.00	\$ 6.00	\$ 3,300.00	\$ 5.00	\$ 2,750.00	\$ 5.75	\$ 3,162.50
11.	Topsoil Restoration, Seeding, Fertilizing and Mulching	3,000	sq. yds.	\$ 8.00	\$ 24,000.00	\$ 5.00	\$ 15,000.00	\$ 10.00	\$ 30,000.00	\$ 8.00	\$ 24,000.00
	TOTAL BASE BID				\$194,611.00		\$345,034.00		\$ 418,343.50		\$ 586,817.40
ALTERNATE BID											
A1.	2020 Construction Completion	1	lump sum		\$ -	\$ (15,000.00)	\$ (15,000.00)	\$ -	\$ -	\$ (200,000.00)	\$ (200,000.00)
SUPPLEMENTAL BID ITEMS											
S1.	Imported Woodchips	40	cu. yds.	\$ 28.00	\$ 1,120.00	\$ 30.00	\$ 1,200.00	\$ 45.00	\$ 1,800.00	\$ 55.00	\$ 2,200.00
S2.	Excavation and Disposal of Bad Subbase Below Subgrade	200	cu. yds.	\$ 40.00	\$ 8,000.00	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 36.00	\$ 7,200.00
	SUPPLEMENTAL BID TOTAL				\$ 9,120.00		\$ 11,200.00		\$ 11,800.00		\$ 9,400.00

NO.	DESCRIPTION OF WORK	ESTIMATED QUANT.	UNITS	NUMERICAL UNIT PRICE	SUBTOTAL
BASE BID					
1.	Excavation/Fill to Subgrade	1	lump sum	(\$ 174,000.00)	\$ 174,000.00
2.	0.75" Crushed Aggregate Base Course	46	tons	(\$ 35.00)	\$ 1,610.00
3.	5" Thick Concrete Sidewalk	1,080	sq. ft.	(\$ 15.00)	\$ 16,200.00
4.	Boulder Retaining Wall	504	face sq. ft.	(\$ 60.00)	\$ 30,240.00
5.	New 8' Fence, Picket-Type	125	lin. ft.	(\$ 100.00)	\$ 12,500.00
6.	8' Wide Woodchip Path	5,842	sq. ft.	(\$ 2.00)	\$ 11,684.00
7.	New Permanent Disc Golf Target Basket	18	each	(\$ 1,000.00)	\$ 18,000.00
8.	Erosion Control	1	lump sum	(\$ 10,000.00)	\$ 10,000.00
9.	Sediment Control Barrier	300	lin. ft.	(\$ 5.00)	\$ 1,500.00
10.	Coconut Erosion Control Matting	550	sq. yds.	(\$ 6.00)	\$ 3,300.00
11.	Topsoil Restoration, Seeding, Fertilizing and Mulching	3,000	sq. yds.	(\$ 5.00)	\$ 15,000.00
TOTAL BASE BID				\$	294,034.00

ALTERNATE BID

A1.	2020 Construction Completion	1	lump sum	(\$ -15,000.00)	\$ -15,000.00
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SUPPLEMENTAL BID ITEMS

S1.	Imported Woodchips	40	cu. yds.	(\$ 30.00)	\$ 1,200.00
S2.	Excavation and Disposal of Bad Subbase Below Subgrade	200	cu. yds.	(\$ 50.00)	\$ 10,000.00

SUPPLEMENTAL BID TOTAL **\$ 11,200.00**

We deducted \$51,000.00 from our excavation (item #1) price because the City is providing the excavation materials.

NO.	DESCRIPTION OF WORK	ESTIMATED QUANT.	UNITS	NUMERICAL UNIT PRICE	SUBTOTAL
BASE BID					
1.	Excavation/Fill to Subgrade	1	lump sum	(\$ 152,000.00)	\$ 152,000.00
2.	0.75" Crushed Aggregate Base Course	46	tons	(\$ Owner Furnished)	\$ Owner Furnished
3.	5" Thick Concrete Sidewalk	1,080	sq. ft.	(\$ Owner Furnished)	\$ Owner Furnished
4.	Boulder Retaining Wall	504	face sq. ft.	(\$ 60.00)	\$ 30,240.00
5.	New 8' Fence, Picket-Type	125	lin. ft.	(\$ Owner Furnished)	\$ Owner Furnished
6.	8' Wide Woodchip Path	5,842	sq. ft.	(\$ Owner Furnished)	\$ Owner Furnished
7.	New Permanent Disc Golf Target Basket	18	each	(\$ Owner Furnished)	\$ Owner Furnished
8.	Erosion Control	1	lump sum	(\$ 10,000.00)	\$ 10,000.00
9.	Sediment Control Barrier	300	lin. ft.	(\$ 5.00)	\$ 1,500.00
10.	Coconut Erosion Control Matting	550	sq. yds.	(\$ 6.00)	\$ 3,300.00
11.	Topsoil Restoration, Seeding, Fertilizing and Mulching	3,000	sq. yds.	(\$ 5.00)	\$ 15,000.00
TOTAL BASE BID				\$	212,040.00

ALTERNATE BID

A1.	2020 Construction Completion	1	lump sum	(\$ -15,000.00)	\$ -15,000.00
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SUPPLEMENTAL BID ITEMS

S1.	Imported Woodchips	40	cu. yds.	(\$ 30.00)	\$ 1,200.00
S2.	Excavation and Disposal of Bad Subbase Below Subgrade	200	cu. yds.	(\$ 50.00)	\$ 10,000.00

SUPPLEMENTAL BID TOTAL

\$ 11,200.00

Memorandum

To: Parks, Recreation, and Natural Resources Committee

From: Matthew G. Schuenke, Village Administrator

Cc: Jim Hessling, Public Works Director
Tim Stieve, Village Engineer

Date: August 9, 2019

Re: **Frisbee Golf Project Development Memorandum**

Executive Summary

The Committee reviewed the bids again at its meeting in July following the initial opening in June. It was asked that further information be provided on the areas Staff plans to supplement with internal resources in order to complete the project. This memorandum is meant to summarize these supplemental resources in order to provide better perspective on the project overall.

Financial Implications

Revenues

Borrowed Money	350,000
Total	\$350,000

Expenses

Excavation Contract	197,040
0.75" Crushed Aggregate Base Course	460
5" Thick Concrete Sidewalk	7,560
New 8' Fence, Picket Type	10,000
8' Wide Woodchip Path	0
New Permanent Disc Golf Baskets	9,000
Contingency (10%)	22,402
Rounding	(462)
Total Costs	\$246,000

Variance	\$104,000
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Expense Details

The following are the details and descriptions of the expenses listed above:

- Excavation Contract – This is a set amount through the bidding process that identified MZ Construction of Livingston, WI as the low bidder. The amount listed is the revised cost to complete the project in 2020. The work that they would complete includes excavation, fill to subgrade, install boulder retaining wall, install erosion control, provide sediment control barrier, use erosion control matting, and restore the topsoil through seeding, fertilizing, and mulching.
- 0.75" Crushed Aggregate Base Course – This is used under the sidewalk that would be constructed and used as tee boxes. Staff will buy the materials directly and haul to site using Village vehicles.

This will be placed also using Village equipment and the cost included here is only inclusive of the material costs.

- 5" Thick Concrete Sidewalk – Similar to the previous item, Staff would lay the concrete for each of these pads. The cost included is for the material costs to purchase concrete directly from the supplier.
- New 8' Fence, Picket Type – Staff will solicit bids for the fence directly with fence contractors. Based on the cost estimates received we will assess whether to construct the fence internally or complete it externally.
- 8' Wide Woodchip Path – We have woodchips in supply already through the woodland restoration work that was completed last year. These can be used by Staff and placed where needed without having to purchase the material or hire someone to place it.
- New Permanent Disc Golf Baskets – The Village will buy these direct from the suppliers and utilize Staff to complete the install.

Recommendation

The cost for this project is more than was originally estimated since it has been publically bid twice now; however, it remains within budgetary amounts provided for this year. The project as a whole will still be under budget by approximately \$104,000 which will allow for further woodland restoration of the park over the winter and for dog park improvements being planned for Phase III in 2020. Furthermore, the original bid came in at \$345,034 and we have done a lot to adjust the project to bring it in line with fundable levels. The Committee will need to make a recommendation to the Village Board for the project on contract award if it feels the project is in line with the Master Plan as it was conceived and design as it was prepared.

Date of	8/26/19	Effective Date:	8/26/19
Issuance:			
Owner:	Village of McFarland	Engineer's Project No.:	MC 142
Contractor:	MZ Construction, Inc.		
Engineer:	Town & Country Engineering, Inc.		
Project:	2019 Site Improvements- ReBid Orchard Hill Park Disc Golf Course		

The Contract is modified as follows upon execution of this Change Order:

This change order executes a reduction to the overall contract amount. The reduced contract amount is due to the provision of fill material to the site by the Village and the elimination of several items from the contract. This change order adjusts the quantity and unit pricing of each original base bid item as listed below.

Description:	Quant.	Unit	Unit Price	Amount
Item 1	Excavation/Fill to Subgrade	1 lump sum	\$152,000.00	\$152,000.00
Item 2	0.75" Crushed Aggregate Base Course	0 tons	\$0.00	\$0.00
Item 3	5" Thick Concrete Sidewalk	0 sq. ft.	\$0.00	\$0.00
Item 4	Boulder Retaining Wall	504 face sq. ft.	\$60.00	\$30,240.00
Item 5	New 8' Fence, Picket-Type	0 lin. ft.	\$0.00	\$0.00
Item 6	8' Wide Woodchip Path	0 sq. ft.	\$0.00	\$0.00
Item 7	New Permanent Disc Golf Target Basket	0 each	\$0.00	\$0.00
Item 8	Erosion Control	1 lump sum	\$10,000.00	\$10,000.00
Item 9	Sediment Control Barrier	300 lin. ft.	\$5.00	\$1,500.00
Item 10	Coconut Erosion Control Matting	550 sq. yds.	\$6.00	\$3,300.00
Item 11	Topsoil Restoration, Seeding, Fertilizing and Mulching	3000 sq. yds.	\$5.00	\$15,000.00
TOTAL				\$212,040.00

Attachments: none.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$345,034.00	Original Contract Times: Substantial Completion: June 30, 2020 Ready for Final Payment: June 30, 2020 days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$345,034.00	Contract Times prior to this Change Order: Substantial Completion: June 30, 2020 Ready for Final Payment: June 30, 2020 days or dates
[Increase] [Decrease] of this Change Order: -\$132,994.00	[Increase] [Decrease] of this Change Order: Substantial Completion: none Ready for Final Payment: none days or dates
Contract Price incorporating this Change Order: \$212,040.00	Contract Times with all approved Change Orders: Substantial Completion: June 30, 2020 Ready for Final Payment: June 30, 2020 days or dates

RECOMMENDED:
By: Tim Steve
Engineer (Authorized Sign.)
Title: Project Engineer
Date: 8/20/2019

ACCEPTED:
By: _____
Owner (Authorized Sign.)
Title: _____
Date: _____

ACCEPTED:
By: Curtis Zimmerman
Contractor (Authorized Sign.)
Title: President
Date: August 21, 2019



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action on proposed Certified Survey Map from Lakestone Properties, LLC for the property located at 4719 Farwell Street in order to create two lots for a mixed use development.

PREVIOUS ACTION:

The Village Board approved Ordinance 2019-13 on July 22, 2019 to rezone the property from from C-G (General Commercial) to PD-I (Planned Development - Infill) including the General Plan to develop a mixed-use (Phase 1) and commercial building (Phase 2).

The Plan Commission met on August 19, 2019 and following public hearing unanimously recommended approval of the CSM.

ISSUE SUMMARY:

Lakestone Properties LLC is requesting to combine the existing three lots into two lots as part of their previously approved mixed use development. The Village owns the land but Lakestone was selected earlier this year to proceed with this project. The CSM as presented is consistent with the previously approved Phase 1 Planned Development Infill District- Detailed Plan Approved (PDI-DPA) and Phase 2 Planned Development Infill District – General Plan Approved (PDI-GPA), and compliant with what is required for such requests, but there is one item of note:

Public Dedication. Because the two parcels will have their water service coming off of a single public main, there will be an easement to the Village covering the public main (red line on the attached Utility Plan), and an easement for the west parcel's water lateral (blue line on the attached Utility Plan) to cross the east parcel. The water main easement will be 30 feet wide and the lateral easement will be 20 feet, centered on the pipe. The easements are shown on the CSM.

The CSM has been reviewed by the Village Engineer and Village Attorney and are recommended by staff for approval as submitted.

FINANCIAL/BUDGET IMPACT:

This has already been evaluated by the CDA and Village Board through the Tax Increment Financing application. That analysis showed that project will add a significant amount of value to the site and further enhance the financial performance of TID #5.

VILLAGE PLAN REFERENCE:

Property is identified for Mixed Use/Flex Commercial in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Section 56-39 Certified Survey Map

Section 56-71 Technical Requirements for Certified Survey Maps



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

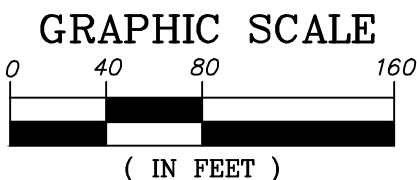
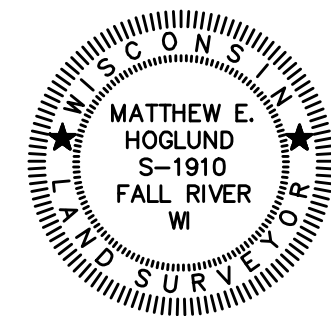
ATTACHMENTS:

1. Appendix A Farwell Street CSM 8-14-19
2. Appendix B Lakestone 4719 Farewell Utility Plan-marked up

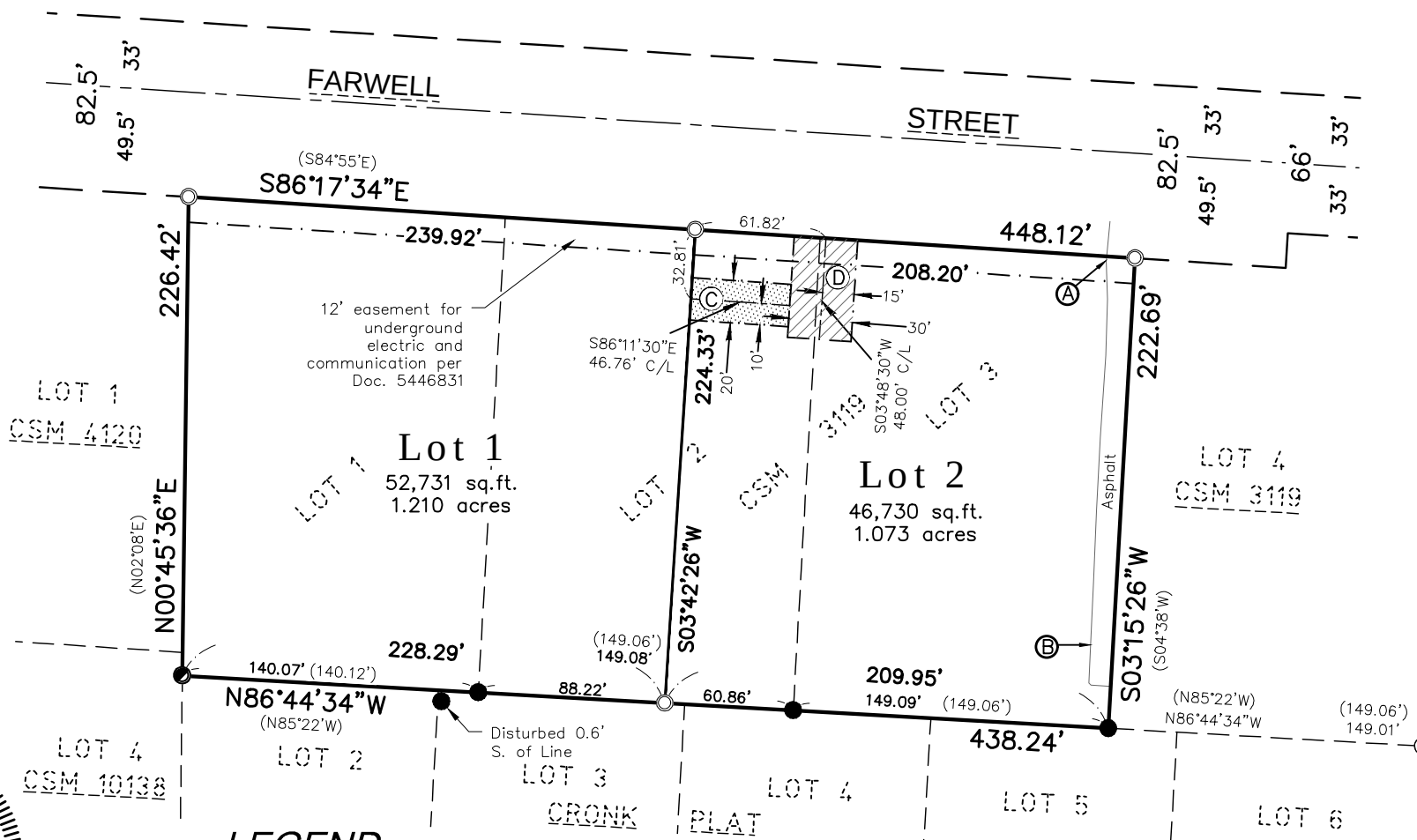
DANE COUNTY
CERTIFIED SURVEY MAP #

Lots 1, 2, and 3 of CSM 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, T.6N., R.10E., Village of McFarland, Dane County, Wisconsin

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____



Bearings are referenced to the South line of CSM 3119, which bears N86°44'34"W on the Dane County Coordinate System



LEGEND

- 1-1/4" Iron Pipe Found
- 3/4" Rebar Found
- ⊙ 1" Iron Pipe Found
- ⊙ 3/4" by 24" Iron Rebar Set - 1.5 lbs./ft.
- (448.12') Record Data (if different)
- Boundary Line
- Lot Division Line
- - - - - Platted Lot Line
- - - - - R/W Line
- - - - - Easement Line
- - - - - Easement Center Line

Notes:

- Date of field survey - March 22, 2019
- Ⓐ Adjoining driveway encroaches 13.5' west of property line
 - Ⓑ Adjoining driveway encroaches 10.6' west of property line
 - Ⓒ 20' Non-exclusive private water lateral easement over Lot 2 for the benefit of Lot 1 (Dot hatched)
 - Ⓓ 30' Non-exclusive water main easement dedicated to the Village of McFarland (Cross hatched)

Owner & Subdivider:
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Total Area:
99,461 sq.ft.
2.283 acres

QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD - SUITE A MCFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # SP-20-19

AUGUST 14, 2019
SHEET 1 OF 3

Drawn By: MEH
Project # SP-20-19

DANE COUNTY
CERTIFIED SURVEY MAP # _____

Lots 1, 2, and 3 of CSM 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, T.6N., R.10E., Village of McFarland, Dane County, Wisconsin

SURVEYOR’S CERTIFICATE:

I, Matthew E. Hoglund, Registered Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey being Lots 1, 2 and 3 of Dane County Certified Survey Map No. 3119, recorded as Document No. 1612253 of Dane County Records in Volume 12 of Certified Survey Maps on Page 153, being located in the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin

BEING SUBJECT TO all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Brian Spanos, agent for the owner of said land; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of McFarland Subdivision Regulations in surveying, dividing, and mapping the same.

Dated this 14th day of August, 2019.

Quam Engineering, LLC
By: Matthew E. Hoglund
P.L.S. S-1910



VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

This land division is hereby approved by the Plan Commission of the

Village of McFarland on this ____ day of _____, 2019.

Cassandra Suettinger, Clerk, Village of McFarland

VILLAGE OF McFARLAND BOARD CERTIFICATE:

Resolved, that this Certified Survey Map is hereby approved and dedications accepted by the Village Board of the Village of McFarland

Dated this ____ day of _____, 2019.

Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

Drawn By: MEH
Project # SP-20-19

DANE COUNTY
CERTIFIED SURVEY MAP # _____

Lots 1, 2, and 3 of CSM 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, T.6N., R.10E., Village of McFarland, Dane County, Wisconsin
CORPORATE OWNERS CERTIFICATE:

The Village of McFarland, a Wisconsin municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. The Village of McFarland does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, the said Village of McFarland has caused these presents to be signed by _____ and _____, _____ at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 20__.

In the presence of: _____

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ____ day of _____, 20__, _____ and _____, of the above named Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be the _____ and _____ of said Wisconsin municipal corporation and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

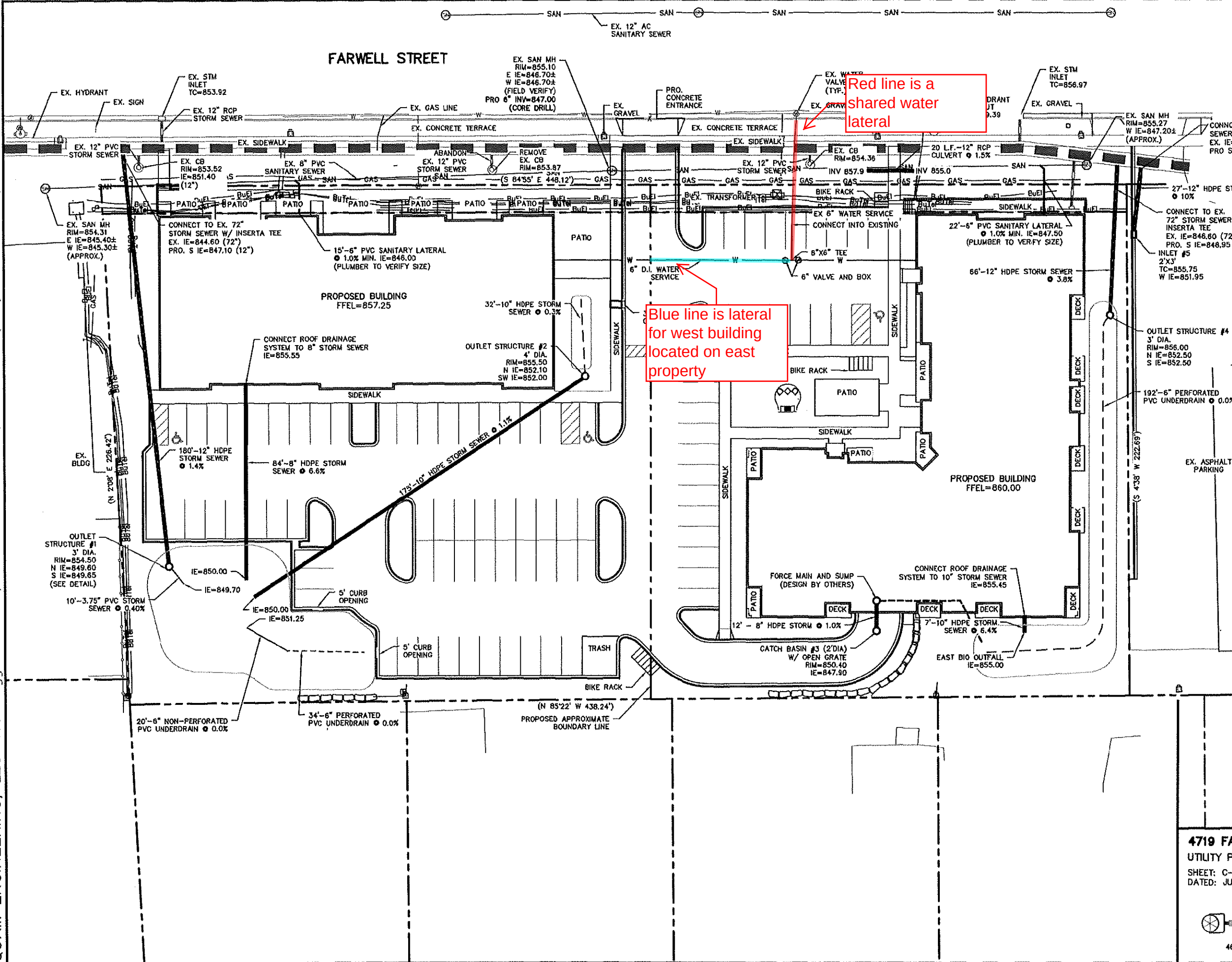
(Notary Seal) _____ Notary Public, _____, Wisconsin
My commission expires _____.



REGISTER OF DEEDS CERTIFICATE:

Received for recording this ____ day of _____, 20__, at _____ o'clock __ M. and recorded in Volume _____ of Certified Survey Maps on Pages _____ as Document No. _____.

Kristi Chlebowska, Dane County Register of Deeds



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
 1-800-242-8511
 TOLL FREE
 TDD (FOR THE HEARING IMPAIRED) (800) 542-2289
 WIS. STATUTE 182.0175 (1974)
 REQUIRES MIN. OF 3 WORK DAYS
 NOTICE BEFORE YOU EXCAVATE

4719 FARWELL STREET DEVELOPMENT
 UTILITY PLAN
 SHEET: C-4
 DATED: JUNE 25, 2019
QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggekow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding a Certified Survey Map from Jack Kapinus for the property located at 6116 Overlook Drive in order to combine residential parcels.

PREVIOUS ACTION:

The Plan Commission met on August 19, 2019 and following public hearing unanimously recommended approval of the CSM.

ISSUE SUMMARY:

The applicant is requesting approval of a Certified Survey Map to combine two lots described as Lot 8, part of lot 7, Block 1 of the Plat of Wa-Che –Etcha. The properties are currently zoned R-1B, Single Family Residence. A map showing the current conditions is enclosed plus the requested CSM. As shown on the map, there is a three foot strip of land (parcel 061004400851) that is a "remnant of Lot 8". The owners of Lot 8 (parcel 061004400781) were able to obtain title to the remnant lot via a Dane County Circuit Court judgement (see attached). Based on research by the Village Attorney, it appears that sometime between when the plat was recorded in 1911 and 1945 the southerly three feet of Lot 8 was separated from Lot 8. By approving the CSM the owners will be able to clean up the remnant lot and increase the conformity of the existing structures on the larger lot to the required side yard setbacks of the R-1B district. The CSM as presented is compliant with what is required for such requests and has been reviewed by the Village Attorney.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

Property is identified for Single Family Residential in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Section 56-39 Certified Survey Map

Section 56-71 Technical Requirements for Certified Survey Maps

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval with the following condition:

1. Update Village of McFarland Clerk to Cassandra Suettinger on Sheet 3 of 3 of the CSM.

ATTACHMENTS:

1. Appendix A 6116 Overlook Dr - Kapinus - CSM
2. Appendix B Kapinus Aerial Map



3. Appendix C Kapinus Order for Judgment

**Village of McFarland
Community Development Department**

RECEIVED

JUL 03 2019

Plan Commission Application – 2019

VILLAGE OF MCFARLAND

~Please complete application in full~

Applicant - Owner	<u>Tack Kapinus</u>	Applicant's Agent	<u>Williamson Surveying</u>
		Name	<u>Chris Adams</u>
Address	<u>6116 Overlook DR, McFarland</u>	Address	<u>104A W. Main St, Wausaukee</u>
Email	<u>SRKAPI@gmail.com</u>	Email	<u>chris@williamsonsurveying.com</u>
Phone #	<u>575-2555</u>	Phone #	<u>608-255-5705</u>
Fax #		Fax #	<u>608-849-9760</u>

Type of Proposal – Please check boxes below that apply - Parcel No(s). 061004400781 & 061004400851

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	\$500+AF	☐ Conditional Use	\$275+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	\$500+BF	☐ Rezoning (map)	\$175+	☐ Dev. Agreement Including Addendums	\$400 F
☒ Certified Survey Map	\$300+F	☐ Zoning Amendment (text)	\$250+F	☐ Final Plat	\$500 +CF
☐ Condominium	\$300+EF	☐ Variance-Board of Zoning Appeals	\$250+F	☐ Final Plat (reapplication)	\$400 +DF
				☐ Site/Design Review	\$400 + F
				Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
				☐ R-E, R-3 & PD (up to 50 acres)	\$5,000
				☐ R-E, R-3 & PD (greater than 50 acres)	\$10,000
				☐ Commercial Site/Design Review (5,000 sq. ft. or more)	\$2,000
				☐ All Plats including condominiums	\$5,000

+ = Plus publication and notification charges

A = Plus \$50.00 per lot

B = Any preliminary plat which has previously been reviewed/revised within the last 36 months

C = Plus \$50.00 for each lot within the final plat

D = Any final plat which has been previously reviewed or/ revised within the last 36 months

E = Plus \$40.00 for each unit shown

F = Plus actual legal, engineering and financial consulting costs incurred by the Village

G = Plus \$25.00 per lot for two or more lots.

Nature of the development proposal: Must provide address of proposed development, legal description, current zoning and description of proposal. (Attach additional paper if needed)

6116 Overlook DR - Lot 8, part of Lot 7, Block 1 PLAT
of Wa-che-Etcha, Combine multiple parcels and eliminate old Lot Lines.

What action is the applicant requesting of the Plan Commission?

Approved the combination of parcels into 1 lot

Has this specific proposal been previously discussed or acted upon by the Plan Commission?

☐ YES ☒ NO (If "yes" state the nature and the date(s) of the previous application.)

PLEASE READ AND SIGN ON THE REVERSE SIDE - AT THE BOTTOM

Schedule: The Village of McFarland Plan Commission conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices, all potential agenda item materials are required to be submitted, per the schedule listed below. * **Twelve (12) Copies** of all materials, **one copy must be 8 1/2 x 11, - 11 copies to be 11 x 17** (only *one* copy of application, completed in full, is necessary) shall be submitted to the Community Development Department (608-838-3154), with fees paid **by NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2019 Schedule

***Submittal Deadline Noon on:**

For Scheduled 2019 Meeting date of:

December 12 (2018) -----	January Tuesday Jan. 22
January 8 -----	February 18
February 12 -----	March 18
March 12 -----	April 15
April 9 -----	May 20
May 14 -----	June 17
June 11 -----	July 15
July 9 -----	August 19
August 13 -----	September 16
September 10 -----	October 21
October 8 -----	November 18
November 5 -----	December 16 (Pending)
December 10 -----	(Pending) Tuesday, Jan. 21, 2020

*** Submittal deadline: No exceptions can be given for above deadlines**

- **Materials submitted for review after the submittal deadline date (or incomplete submittals) will be held over until the next scheduled meeting.**
- **I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan Commission. In addition any fees not paid for (i.e. legal notices, mailings, etc.) will require any permits to be withheld until all payments are made in full.**

X *Jack Kapenur*
Signature of Applicant/Agent

7-1-19
Date

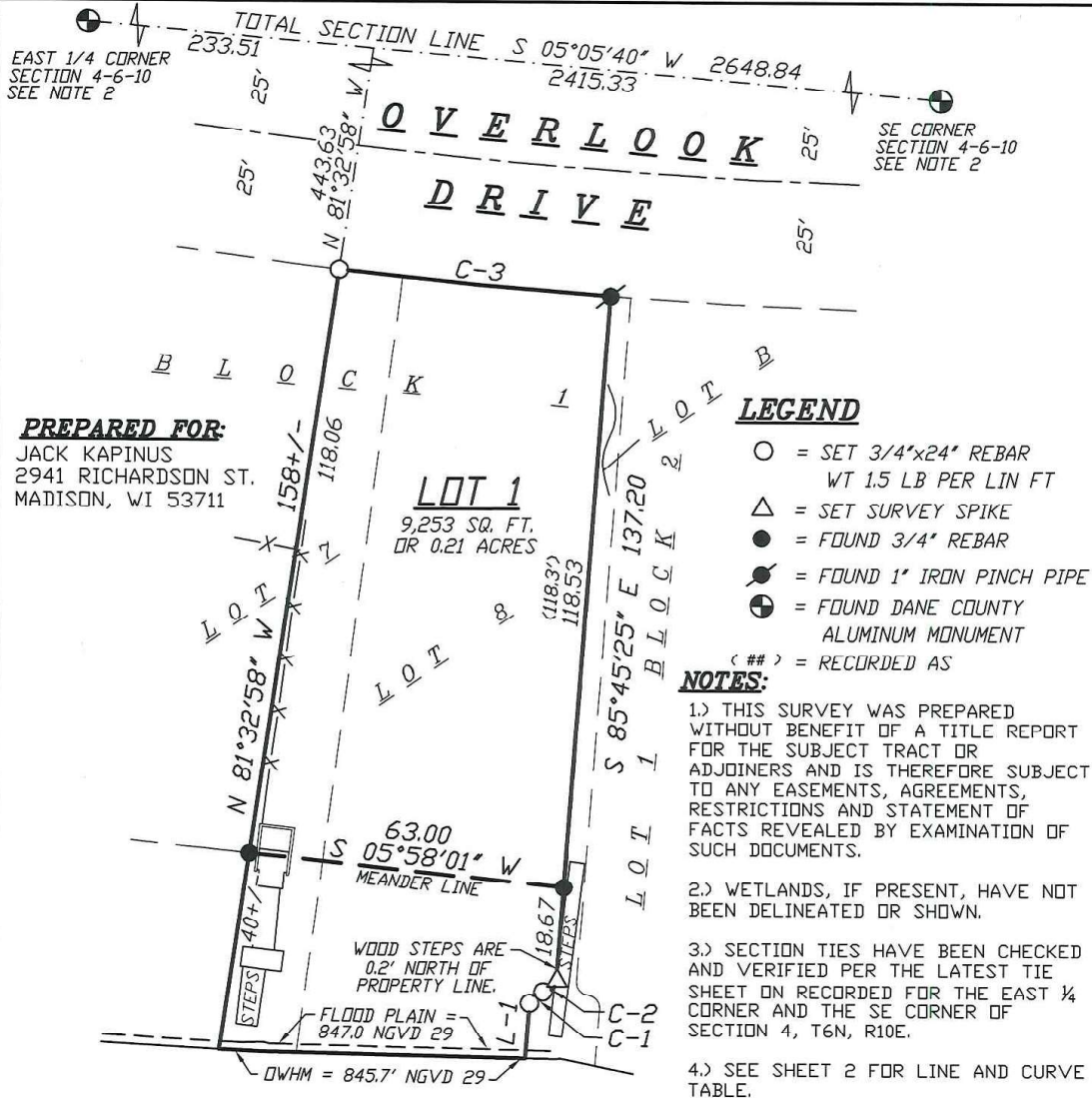


CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NE 1/4 of the SE 1/4 of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha.



PREPARED FOR:
JACK KAPINUS
2941 RICHARDSON ST.
MADISON, WI 53711

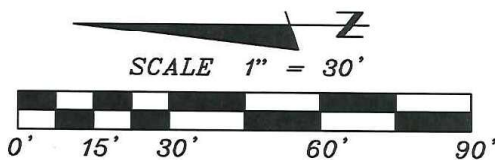
LOT 1
9,253 SQ. FT.
OR 0.21 ACRES

LEGEND

NOTES:

L A K E
W A U B E S A

WATER ELEVATION 8-26-2015 = 844.86 NGVD 29



DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

WCCS-DANE COUNTY
BEARINGS ARE REFERENCED TO
THE EAST LINE OF THE SE
1/4 OF SECTION 4-6-10
TO BEAR S 05°05'40" W

Sheet 1 of 3

SURVEYORS SEAL

RECEIVED
JUL 03 2019
VILLAGE OF MCFARLAND

19W-136



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NOA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha.

SURVEYOR'S CERTIFICATE

I, Noa T. Prieve, Professional Land Surveyor hereby certify that this survey is correct to the best of the professional surveyor's knowledge and belief and is in full compliance with the provisions of Chapter A-E 7 and Chapter 236.34 Wisconsin Statutes, the subdivision regulations of Dane County, and by the direction of the owners listed below, I have surveyed, divided, and mapped a correct representation of the exterior boundaries of the land surveyed and the division of that land, Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha, recorded in the Dane County Register of Deeds Office in Volume 4 of Plats, Page 36A, as Document No. 311441, more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 4; thence S $05^{\circ}05'40''$ W along the East line of the Southeast $\frac{1}{4}$, 233.51 feet; thence N $81^{\circ}32'58''$ W, 443.63 feet to the point of beginning.

Thence continue N $81^{\circ}32'58''$ W, 118.06 feet to the meander line; thence S $05^{\circ}58'01''$ W along said meander line, 63.00 feet; to the South line of said Lot 8, Block 1, thence S $85^{\circ}45'25''$ E along the said South line of Lot 8, Block 1, 118.53 feet to the West right-of-way of Overlook Drive; thence along said West right-of-way of Overlook Drive along an arc of a curve concaved easterly having a radius of 1178.10 feet and a long chord bearing of N $05^{\circ}25'03''$ E, 54.32 feet to the point of beginning. Along with Dane County Circuit Court Judgment Case Number 19-CV-791 being the southerly 3 feet of Lot 8, Block 1, Plat of Wa-Che-Etcha. This parcel contains 9,253 sq. ft. or 0.21 acres and includes all that land lying between the meander line and the ordinary high water mark thereof.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

Date _____

Noa T. Prieve S-2499
Professional Land Surveyor

CURVE TABLE:

C-#	RADIUS	CHORD BEARING	CHORD DIST.	ARC	DELTA
C-1	2.50	S $40^{\circ}45'25''$ E	3.54	3.93	$90^{\circ}00'00''$
C-2	2.50	S $40^{\circ}45'25''$ E	3.54	3.93	$90^{\circ}00'00''$
C-3	1178.10	N $05^{\circ}25'03''$ E	54.32	54.32	$02^{\circ}38'31''$

LINE TABLE:

L-#	BEARING	DISTANCE
L-1	S $85^{\circ}45'25''$ E	11+/-

SURVEYORS SEAL

Sheet 2 of 3

19W-136



CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NDA T. PRIEVE & CHRIS W. ADAMS, PROFESSIONAL LAND SURVEYORS
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T6N, R10E, Village of McFarland, Dane County, Wisconsin. Including all of Lot 8 and part of Lot 7, Block 1, Plat of Wa-Che-Etcha.

VILLAGE OF MCFARLAND APPROVAL

Resolved that this certified survey map is hereby acknowledged and approved by the Village of McFarland on this ____ day of _____, 20__.

Tanya O'Malley
Village of McFarland Clerk

REGISTER OF DEEDS:

Received for recording this ____ day of _____, 20__ at ____ o'clock ____M. and recorded in Volume _____ of Dane County Certified Surveys on pages ____ through ____.

Kristi Chlebowski
Register of Deeds

SURVEYORS SEAL

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

Sheet 3 of 3

19W-136



143.6'

FILED
05-23-2019
CIRCUIT COURT
DANE COUNTY, WI
2019CV000791

DATE SIGNED: May 23, 2019

Electronically signed by Stephen E Ehlke
Circuit Court Judge

RECEIVED
MAY 28 2019
VILLAGE OF MCFARLAND

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

JACK KAPINUS and
RENEE KAPINUS
6116 Overlook Drive
McFarland, WI 53558,

Plaintiffs,

v.

Case Number: 19-CV-791
Other Real Estate: 30405

ISLAND LAKE LAND COMPANY,
a dissolved Wisconsin corporation, and
ALL PERSONS UNKNOWN CLAIMING ANY RIGHT,
TITLE, OR INTEREST IN OR LIEN UPON THE SOUTHERLY
THREE FEET OF LOT 8, BLOCK 1, WA-CHE-ETCHA,
MCFARLAND, WISCONSIN

Defendants.

ORDER FOR JUDGMENT AND JUDGMENT IN REM AS TO REAL PROPERTY

The above-entitled matter having come on for hearing on Plaintiffs' Motion for Default Judgment in Rem as to Real Property on May 23, 2019, the Honorable Stephen E. Ehlke presiding, that based upon the submissions of the Plaintiffs, arguments of counsel, due proof of service of process as required by law, and the entire file herein, and for the reasons set forth on the record,

IT IS HEREBY ORDERED THAT:

1. All material allegations of the Plaintiffs' Complaint are true and correct.
2. Notice of pendency of this action was properly filed with the Dane County Register of Deeds.
3. Plaintiffs' Motion for Default Judgment in Rem as to Real Property is granted.
4. Legal title to the fee of the following described property in Dane County, Wisconsin (the "Remnant of Lot 8") is hereby vested in the name of Jack Kapinus and Renee Kapinus, husband and wife, as survivorship marital property:

The southerly 3 feet of Lot 8, Block 1, WA-CHE-ETCHA, Village of McFarland, Dane County, Wisconsin

Tax Key No.: 154/0610-044-0085-1

Address: No parcel address available

5. A copy of this Order may be recorded with the Dane County Register of Deeds.
6. All persons, other than the Plaintiffs, claiming a right, title or interest in and to the Remnant of Lot 8 that arose prior to the date of this Order, are forever barred and foreclosed of all right, title, or interest in and to the Remnant of Lot 8.

RECEIVED

MAY 28 2019

VILLAGE OF MCFARLAND



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding a Condominium Plat and Declaration from Bizy Lou LLC for the property located at 4719 Siggelkow Road creating Park Woods Condominiums consisting for 6 residential duplex buildings.

PREVIOUS ACTION:

On June 18, 2018 the Plan Commission approved a site plan for the development. The Village Board approved Ordinance 2018-08 on June 25, 2018 to rezone the property to R-3 General Residence.

At its meeting on August 19, 2019, the Plan Commission considered this request to convert the properties to condominiums and following public hearing unanimously recommended to the Village Board its approval.

ISSUE SUMMARY:

Lou Cheramy and Dave Bisbee known as Bizy Lou LLC, propose to construct 6 duplex buildings for a total of 12 units on one 2.38 acre lot. The property is zoned R-3 General Residence. This area has been surrounded by a mix of multi-family, commercial as well as single-family zoning districts for the last 20 years. The Village Board approved Ordinance 2018-08 on June 25, 2018 to rezone the property to R-3 General Residence. On June 18, 2018 the Plan Commission approved a site plan for the development.

The attached application is consistent with the previous approvals. The only change requested is to change the development to a condominium. Under Section 56-8 of the Village's Subdivision Code, condominium developments follow the same approval process as a preliminary plat. There is no final plat approval process for the condominium plat. Once this makes it through the Village's approval process, then the developer must comply with recording requirements under Chapter 703 of the Wisconsin Statutes. The condominium documents have been reviewed by the Village Engineer and Village Attorney and staff recommends approval as submitted.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

Property is identified for Mixed Use/Flex Commercial in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Section 56-8 Condominium Developments.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:

1. Appendix A Bizy Lou LLC - Condo PC app Siggelkow Rd 7.10.19
2. Appendix B PARK WOODS PLAT OF CONDO (7-24-19)
3. Appendix C Disclosure Materials - Park Woods 05.31.19 (02016679x0)
4. Appendix D Executive Summary - Park Woods - DRAFT - 07.03.19 (02048678x9CDD3)
5. Appendix E Park Woods Declaration of Condominium (02016635x0)
6. Appendix F Park Woods Condominium Association - Articles of Incorporation (02016791x9CDD3)
7. Appendix G Bylaws - Park Woods Condominium Association 05.31.19 (02016866x0)
8. Appendix H Admin Rules Regulations - Park Woods - DRAFT - 07.03.19 (02048650x9CDD3)
9. Appendix I Monthly Operating Budget - Park Woods - DRAFT - 07.03.19 (02048682x9CDD3)

**Village of McFarland
Community Development Department**

RECEIVED
JUL 10 2019
VILLAGE OF MCFARLAND

Plan Commission Application – 2019

~Please complete application in full~

Applicant - Owner	LOUIS CHERAMY	Applicant's Agent	
	BIZY LOW LLC	Name	
Address	5212 VALLEY DR. MCF	Address	
Email	cheramybuilders@charter.net	Email	
Phone #	608-235-8131	Phone #	
Fax #		Fax #	

Type of Proposal – Please check boxes below that apply - Parcel No(s). 0710-343-0521-1

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	\$500+AF	☐ Conditional Use	\$275+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	\$500+BF	☐ Rezoning (map)	\$175+	☐ Dev. Agreement Including Addendums	\$400 F
☐ Certified Survey Map	\$300+F	☐ Zoning Amendment (text)	\$250+F	☐ Final Plat	\$500 +CF
☒ Condominium	\$300+EF	☐ Variance-Board of Zoning Appeals	\$250+F	☐ Final Plat (reapplication)	\$400 +DF
				☐ Site/Design Review	\$400 + F
				Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
				☐ R-E, R-3 & PD (up to 50 acres)	\$5,000
				☐ R-E, R-3 & PD (greater than 50 acres)	\$10,000
				☐ Commercial Site/Design Review (5,000 sq. ft. or more)	\$2,000
				☐ All Plats including condominiums	\$5,000

+ = Plus publication and notification charges

A = Plus \$50.00 per lot

B = Any preliminary plat which has previously been reviewed/revised within the last 36 months

C = Plus \$50.00 for each lot within the final plat

D = Any final plat which has been previously reviewed or/ revised within the last 36 months

E = Plus \$40.00 for each unit shown

F = Plus actual legal, engineering and financial consulting costs incurred by the Village

G = Plus \$25.00 per lot for two or more lots.

Nature of the development proposal: Must provide address of proposed development, legal description, current zoning and description of proposal. (Attach additional paper if needed)

CONDOMINIUMS

What action is the applicant requesting of the Plan Commission?

CHANGE APPROVED DUPLEX DEVELOPEMENT To Condominiums

Has this specific proposal been previously discussed or acted upon by the Plan Commission?

☐ YES ☒ NO (If "yes" state the nature and the date(s) of the previous application.)

PLEASE READ AND SIGN ON THE REVERSE SIDE - AT THE BOTTOM

Schedule: The Village of McFarland Plan Commission conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices, all potential agenda item materials are required to be submitted, per the schedule listed below. * **Twelve (12) Copies** of all materials, **one copy must be 8 ½ x 11, - 11 copies to be 11 x 17** (*only one copy of application, completed in full, is necessary*) shall be submitted to the Community Development Department (608-838-3154), with fees paid **by NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2019 Schedule

***Submittal Deadline Noon on:**

For Scheduled 2019 Meeting date of:

December 12 (2018) -----	January Tuesday Jan. 22
January 8-----	February 18
February 12-----	March 18
March 12-----	April 15
April 9-----	May 20
May 14-----	June 17
June 11-----	July 15
July 9-----	August 19
August 13-----	September 16
September 10-----	October 21
October 8-----	November 18
November 5-----	December 16 (Pending)
December 10-----	(Pending) Tuesday, Jan. 21, 2020

*** Submittal deadline: No exceptions can be given for above deadlines**

- **Materials submitted for review after the submittal deadline date (or incomplete submittals) will be held over until the next scheduled meeting.**
- **I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan Commission. In addition any fees not paid for (i.e. legal notices, mailings, etc.) will require any permits to be withheld until all payments are made in full.**

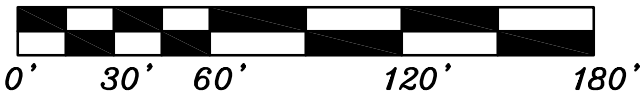
X 
Signature of Applicant/Agent

07/10/19
Date

PREPARED FOR:
 CHERAMY BUILDERS
 5212 VALLEY DRIVE
 MCFARLAND, WI 53558

BEARINGS ARE THE WEST LINE OF LOT 11
 ASSESSOR'S PLAT No. 4 TOWNSHIP OF
 BLOOMING GROVE. LINE TO BEAR = N 02°24'23" W

SCALE 1" = 60'



LEGEND

- = FOUND 3/4" REBAR
 ⦿ = FOUND 1 1/4" REBAR
 (##) = RECORDED AS

PARK WOODS PLAT
 OF
 CONDOMINIUM
 DANE COUNTY, WISCONSIN
 WILLIAMSON SURVEYING & ASSOCIATES, LLC

SURVEYOR'S CERTIFICATE:

I, Chris W. Adams, Professional Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
 by Noa T. Prieve & Chris W. Adams

DATE: _____

Chris W. Adams S-2748
 Professional Land Surveyor

NOTES:

- 1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
 2.) AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS OR ARCHITECTURAL PLANS DIMENSIONS AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.
 3.) DRIVEWAYS ARE LIMITED COMMON ELEMENTS.
 4.) SIDEWALKS ARE LIMITED COMMON ELEMENTS.
 5.) FUTURE PATIOS ARE LIMITED COMMON ELEMENTS.
 6.) FUTURE WOOD DECKS ARE LIMITED COMMON ELEMENTS.
 7.) ALL OTHER AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, IS A COMMON ELEMENT. (CE)
 8.) AREA = 103,950 SQ.FT. OR 2.38 ACRES
 9.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.
 10.) FLOOD PLAIN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this ____ day of _____, 20____

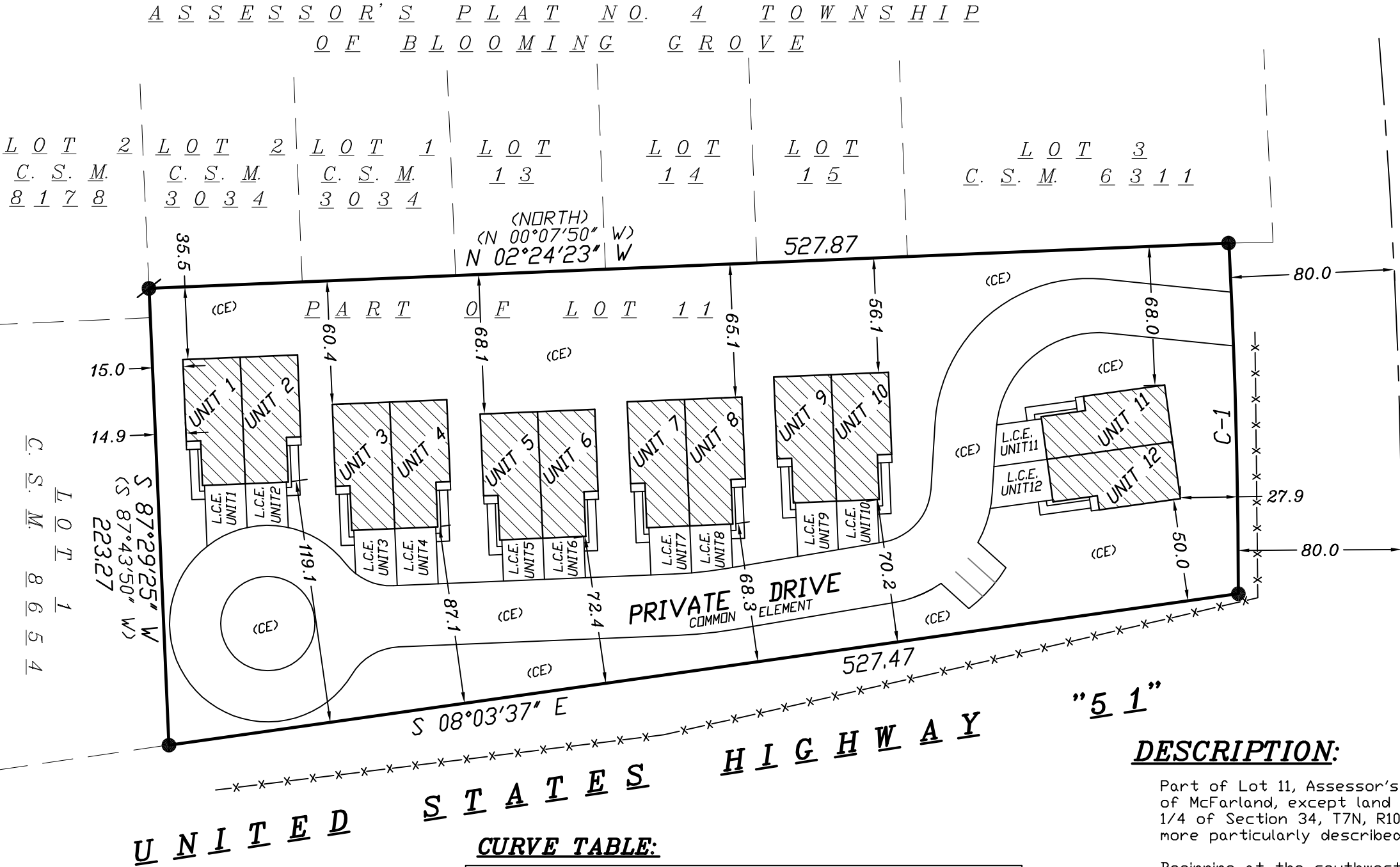
Dane County Planning and Development

SURVEYORS SEAL

DRAWN BY NEIL BORTZ

DRAWING NO. 19W-198

SHEET 1 OF 2



CURVE TABLE:

C-#	RADIUS	CHORD BEARING	ARC	DELTA
C-1	3194.04	N 88°27'08" E 171.32	171.34	03°04'25"

DESCRIPTION:

Part of Lot 11, Assessor's Plat No. 4 Township of Blooming Grove (now the Village of McFarland, except land to the D.O.T. in R16865/4, all in the NE 1/4 of the SW 1/4 of Section 34, T7N, R10E, in the Village of McFarland, Dane County, Wisconsin more particularly described as follows:

Beginning at the southwest corner of said Lot 11; thence N 02°24'23" W, 527.87 feet to the south right of way of Siggelkow Road; thence along the arc of a curve concaved southerly having a radius of 3194.04 feet and a long chord bearing N 88°27'08" E, a distance of 171.32 feet to the westerly right of way of U.S. Highway "51"; thence S 08°03'37" along said right of way, 527.47 feet; thence S 87°29'25" W, 223.27 feet to the point of beginning.

RECEIVED FOR RECORDING THIS _____ DAY OF _____, AT _____ O'CLOCK _____ M. AND RECORDED IN VOLUME _____ OF CONDOS ON PAGES _____ AND _____, DOCUMENT NO. _____, REGISTER OF DEEDS



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NOA T. PRIEVE & CHRIS W. ADAMS

PROFESSIONAL LAND SURVEYORS

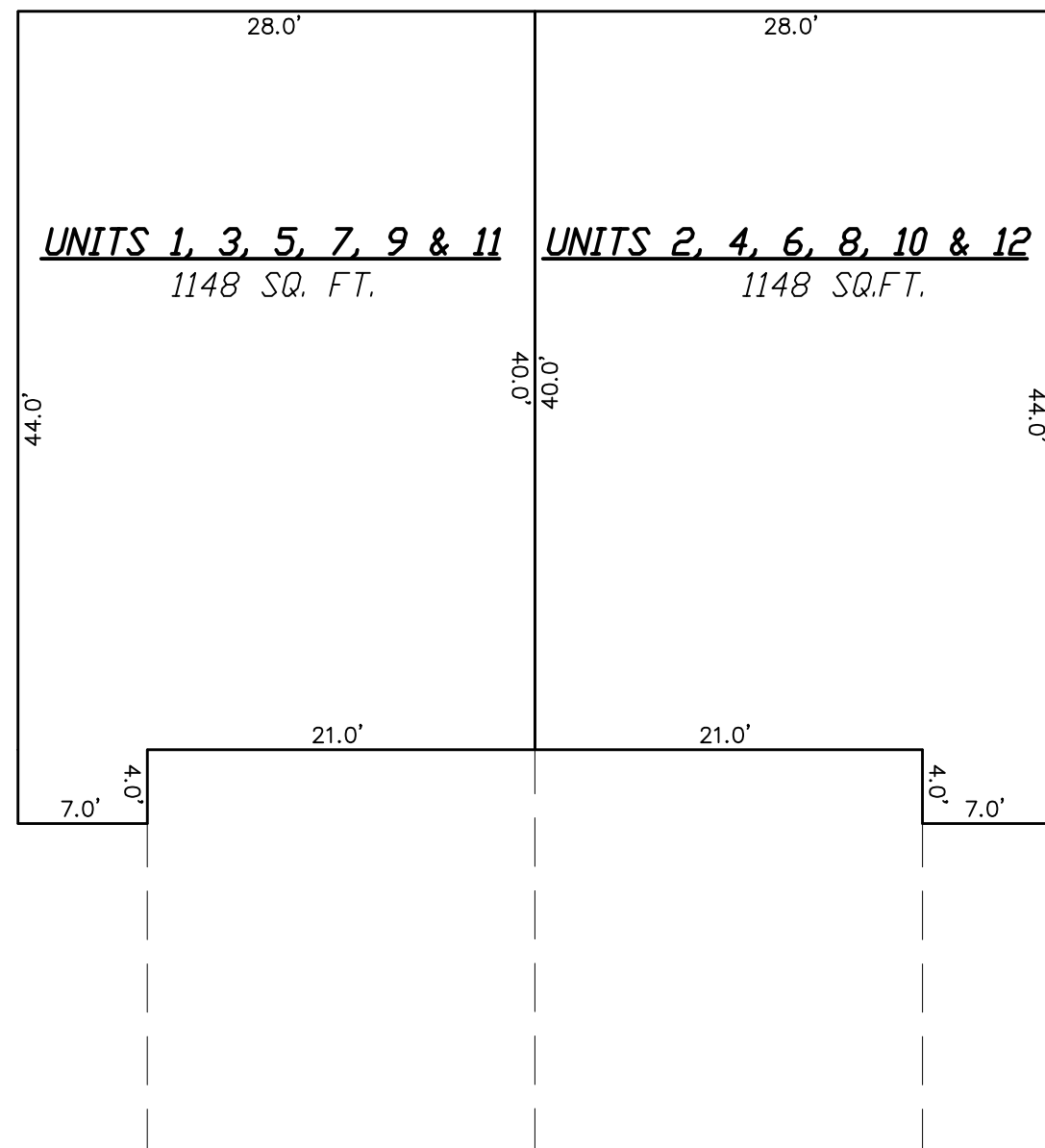
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

NOTES:

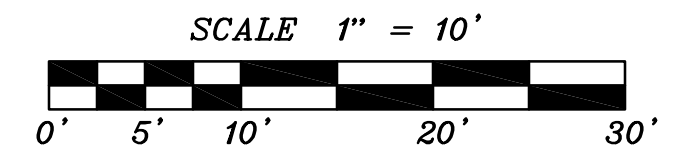
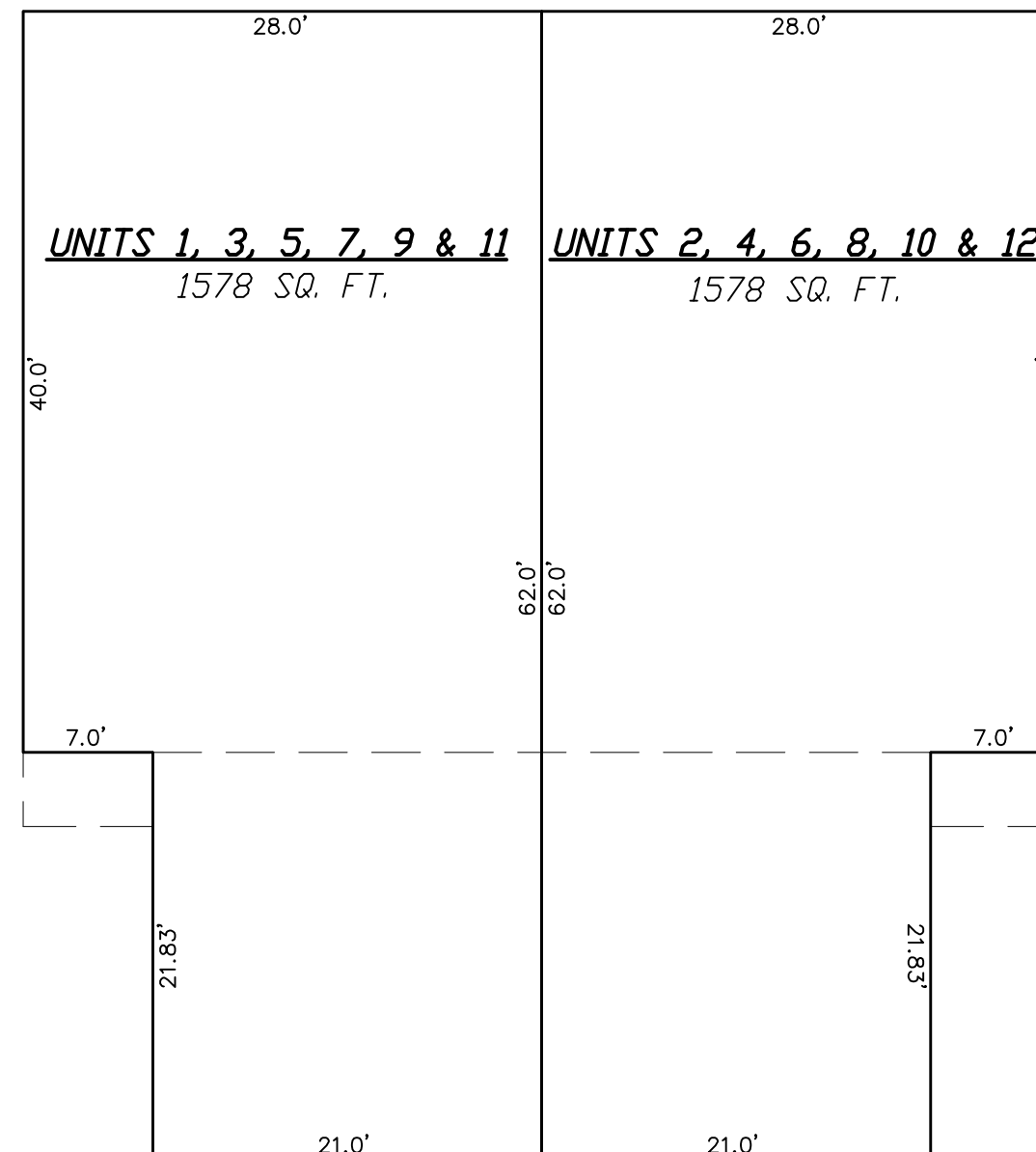
AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS
OR ARCHITECTURAL PLANS DIMENSIONS AND DO NOT SUPERSEDE UNIT
BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.

PARK WOODS PLAT
OF CONDOMINIUM
DANE COUNTY, WISCONSIN
WILLIAMSON SURVEYING & ASSOCIATES, LLC

BASEMENT



FIRST FLOOR



SURVEYORS SEAL



WILLIAMSON SURVEYING & ASSOCIATES, LLC

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.

NDA T. PRIEVE & CHRIS W. ADAMS

PROFESSIONAL LAND SURVEYORS

PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

DRAWN BY NEIL BORTZ

DRAWING NO. 19W-198

SHEET 2 OF 2

PARK WOODS CONDOMINIUM
CONDOMINIUM DISCLOSURE MATERIALS

This booklet contains materials to be disclosed to prospective purchasers of condominium units at Park Woods Condominium before the units are first offered for public sale. This information is provided for your protection and assistance. You should be sure to read it carefully.

DECLARANT:

Bizy-Lou, LLC
5212 Valley Dr.
McFarland, WI 53558

DECLARANT'S AGENT:

David Bisbee
1972 Barber Way
Stoughton, WI 53589

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

PARK WOODS CONDOMINIUM

Index to Disclosure Materials

Begins on

1. Executive Summary: The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium.

Page: Tab 1

2. Declaration of Condominium: The Declaration establishes and describes the Condominium, the Units, the Common Areas and rights of Unit Owners.

Page: Tab 2

3. Articles of Incorporation: The operation of the Condominium is governed by the Water's Edge Condominium (a non-stock, not-for-profit corporation) of which each Unit Owner is a member. Powers, duties and operation of the Association are specified in the Bylaws.

Page: Tab 3

4. Bylaws: The Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners.

Page: Tab 4

5. Rules: The use of the Condominium is governed by rules adopted under the Bylaws.

Page: Tab 5

6. Annual Operating Budget: The Association incurs expenses for the operation of the Condominium. The Annual Operating Budget is an estimate of those expenses which are assessed to the Unit Owners in addition to their other ownership expenses, such as mortgage payments, real estate taxes, insurance and utilities.

Page: Tab 6

7. Management or Employment Contracts: Certain services may be provided to the Condominium under contract with individuals or private firms.

Page: Tab 7

8. Leases: In some condominiums, units are sold subject to one or more leases of property which are not a part of the condominium. There are no such leases at the Condominium.

Page: Tab 8

9. Floor Plan and Map: A floor plan of the Unit being offered for sale and a map of the Condominium showing the location of the Unit you are considering and all facilities and common areas which are part of the Condominium.

Page: Tab 9

EXECUTIVE SUMMARY OF PARK WOODS CONDOMINIUM

1. **Condominium Identification:** The name of the condominium is Park Woods Condominium.
2. **Governance:**
 - a. The name and address of the Condominium Association is Park Woods Condominium Owners Association, Inc., 1972 Barber Drive, Stoughton, WI 53589.
 - b. The association is self-managed.
 - c. The Declarant may be contacted at 608-444-5200 regarding the condominium in general.
4. **Special Amenities:** None
5. **Maintenance and Unit Repairs:** A description of the Unit owner's responsibility for maintenance and repairs is located in paragraphs 6.04 and 7.03 of the Declaration of Condominium. Additional requirements are found in paragraphs 3.02, 3.04 and 3.05 of the Association Rules and Regulations.
6. **Maintenance, Repair and Replacement of Common Elements:** The Declarant and subsequently the Condominium Association shall be responsible for the maintenance, repair, and replacement of common elements subject to the terms of the Declaration, Bylaws and Rules and Regulations of the Association. The costs of such maintenance, repair and replacement may be funded from either reserve funds, special assessments or both.
7. **The Rental of Units:** Pursuant to Section 3.03 of the Association Rules and Regulations, the Unit Owners other than the Declarant must obtain the permission of the Association before renting any Unit.
8. **Unit Alterations:** Pursuant to Article IV of the Association Rules and Regulations, Architectural Alterations to Units must be approved by the Board of the Directors of the Association.
9. **Parking:** Parking is limited to the limited common areas appurtenant to each Unit. Parking of boats, trailers, campers, RVs and other vehicles are restricted by Section 3.09 of the Association Rules and Regulations.
10. **Pets:** Pursuant to Section 3.01 of the Association Rules and Regulations, no more than two pets are allowed per unit. Pets are not allowed to cause a nuisance, damage to the property or create unreasonable disturbance.

11. **Reserves:** The Association budget does provide for a reserve for repair or replacement. The Association does not maintain a statutory reserve account under Wis. Stat. 703.163.
12. **Fees for New Units:** Pursuant to Section 6.10 of the Declaration, the Declarant is not obligated to pay assessments on unsold units until four months after the first Unit is sold.
13. **Amendments:** Unit purchaser's rights and responsibilities may be altered by an amendment of the Condominium Declaration or Association Bylaws. Pursuant to Article XII of the Declaration, the Declaration may be amended only by agreement of 67% of the Unit owners. A Unit owner wishing to amend must also obtain the agreement of that Unit owners Mortgagee. Pursuant to Article IX of the Association Bylaws, the Bylaws may be amended only by agreement of 67% of the Unit owners. The Board of Directors of the Association may, pursuant to Article IX amend the Bylaws by majority vote.

DECLARATION OF CONDOMINIUM
FOR
PARK WOODS CONDOMINIUM

DRAFT

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (the "Declarations"), is made this _____ day of _____, 2019, by Bizy-Lou, LLC, a Wisconsin limited liability company ("Declarant").

ARTICLE I. DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"). The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon to the condominium form of Ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE II. NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is Park Woods Condominium.

2.02 Legal Description. The real estate comprising the Property (the "Land") is located in the Village of McFarland, County of Dane, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 4749, 4747, 4743, 4741, 4739, 4737, 4733, 4731, 4727, 4725, 4721, 4719 Siggelkow Road, Village of McFarland, County of Dane, State of Wisconsin.

2.04 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to, without limitation:

- (a) General taxes not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water and other utilities;
- (c) All other easements, ground leases, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances; and

(e) All other governmental laws and regulations applicable to the Condominium.

2.05 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III. DESCRIPTION OF UNITS

3.01 Identification of Units. The buildings subject to this Declaration contain a total of twelve (12) Units in twelve (12) buildings. A plat map of the Land showing the location of the buildings is attached hereto as Exhibit B.

3.02 Boundaries of Units. The Unit boundaries described below apply to each Unit and to each portion of a Unit comprised of noncontiguous areas, whether presently subject to this Declaration or hereafter added by amendment. Ceilings and floors between the various levels of a Unit are part of the Unit.

(a) Upper Boundary. The upper boundary is the plane(s) of the interior face of the framing members of the uppermost ceiling surface(s) of the Unit extended to an intersection with the perimetrical boundaries. In Units or portions of Units with vaulted ceilings, the upper boundary may include more than one plane and said planes may be sloping, whereas in Units or portions of Units with standard uppermost ceilings, the plane will be horizontal.

(b) Lower Boundary. The lower boundary is the horizontal plane of the top face of the cement foundation slab, or of the interior face of the framing members of the basement of the Unit, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries are the vertical planes of the interior face of the framing members of the perimeter walls of the Unit extending to intersections with each other and with the upper and lower boundaries. Any wall between the various rooms of the space of a Unit, or between the Unit and another adjacent area which is part of that Unit, is not a perimeter wall.

3.03 Adjustment of Unit Boundaries; Separation of Units. Boundaries between Units may be reallocated only by a duly-enacted amendment to this Declaration meeting the requirements of Article XII and only upon compliance with Section 703.13(6) of the Condominium Ownership Act. No boundaries of any Units may be reallocated and no Unit may be separated hereunder without the consent of all Mortgagees (as defined in Article XI) having an interest in the Unit or Units affected.

3.04 Ingress and Egress. Each Unit Owner and shall have a perpetual right of ingress and egress over the Common Elements to and from such Owner's Unit. This right is appurtenant to, and shall pass with title to, each Unit.

ARTICLE IV. COMMON ELEMENTS

4.01 Common Elements. The Common Elements include the Land and all other parts of the Condominium not contained within the Units including, without limitation, building structural components, roofs, building exteriors, sidewalks, yards, common grounds lighting, landscaping and all other improvements or amenities not located within the Units.

4.02 Limited Common Elements. Each Unit Owner shall be entitled to the exclusive possession and use of any entranceway stoop, deck, driveway, outdoor parking area and any other fixture improvement or area designed to serve the single Unit which is expressly designated as being a Limited Common Element appertaining to the Unit in the Condominium Plat or in this Declaration, or which is constructed by the Unit Owner pursuant to the Association's rules and regulations. Each Unit Owner shall also be entitled to the exclusive possession and use of the mailbox and any newspaper box designated for the Unit and any outdoor lighting in the Unit entranceway areas operated by and billed directly to the Unit Owner. Notwithstanding the above, underground utilities including, but not limited to sewer laterals running underneath Limited Common Elements shall be Common Elements.

ARTICLE V. PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than the division of condemnation or insurance proceeds under Articles IX and X shall be equal to a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium.

5.02 Percentage Interest for Condemnation Proceeds. For the purposes of establishing a Unit Owner's percentage of condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles X, each Unit Owner shall have a percentage interest in the condemnation proceeds equal to a fraction, the numerator of which is the square footage of such Unit and the denominator of which is the square footage of all Units in the Condominium. For purposes of this computation, such square footage shall include the square footage of decks and/or balconies which are limited common elements appurtenant to such Units.

5.03 Percentage Interest for Insurance Proceeds. A Unit Owners percentage interest of insurance proceeds in the event the Condominium is completely destroyed and is not reconstructed pursuant to Section 9.02 shall be determined by comparing the assessed value (as of the most recent past assessment date) for real estate tax purposes ("Assessed Value") of each Unit to the sum of the Assessed Value of all Units.

5.04 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.05 Voting. The vote of each Unit at meetings of the Association (as defined in Article VI) shall be equal to one vote per Unit.

5.06 Multiple Owners. If there are multiple Unit Owners of any Unit, then any vote allocated to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentage of ownership, unless the multiple Unit Owners have designated a single Unit Owner to exercise the vote appertaining to their Unit and shall file written notice of such designation with the secretary of the Association, in which case the vote cast by a person so designated shall be deemed to be the unanimous act of the multiple Unit Owners.

5.07 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI. CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the Park Woods Condominium Owners Association, Inc. (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities and Limited Common Elements of the Condominium. The Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, and the bylaws, rules and regulations of the Association. The powers and duties of the Association shall

include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

6.02 Declarant Control. Except as provided in Section 703.15 (2)(d), Wisconsin Statutes, as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of ten (10) years from the date, the first Unit is conveyed by the Declarant to any person other than the Declarant; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (b) determine, levy, and collect assessments, (c) grant easements, and (d) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

6.03 Termination of Declarant Control; Board of Directors. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sale activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the right of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such right. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

6.04 Maintenance and Repairs; Easements for Access to Units. The Association shall be responsible for the management and control of the Common Elements and shall maintain the

same in good, clean and attractive order and repair. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within the Condominium, for maintaining the landscaping of the Common Elements and for snow plowing all driveways within the Condominium. Each Unit Owner shall be responsible for the cleaning and maintenance (excluding the painting or staining of decks) and excluding snow removal, of the Limited Common Elements appurtenant to its Unit and the cleaning, maintenance, repair and replacement of its Unit (including the electrical, heating, gas and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating, gas or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. The Association shall have an easement to enter any Unit upon reasonable notice to the Owner for the purpose of gaining access to any Common Element for the purpose of maintaining, replacing or repairing the same. The Association shall repair any damage caused by such access. Furthermore, each Unit Owner shall have an easement to enter any neighboring Unit upon reasonable notice to the neighboring Unit Owner and the Association for the purpose of gaining access to the Unit Owner's mechanical and plumbing equipment for the purpose of maintaining, repairing or replacing the same, if such equipment is not otherwise accessible. All entries by one Unit Owner into a neighboring Unit shall be made under the Association's supervision and in the presence of an Association officer. The Unit Owner exercising the right of access under such easement shall repair any damage caused by such access. If the Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof to the Unit Owner under Section 6.07.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements (exclusive of maintenance of certain Limited Common areas (i.e., decks, balconies and storage areas) and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insurance premiums; a reserve fund for maintenance, repairs and replacements of Common Elements; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The amount of each General Assessment shall be assessed against the Unit Owners in proportion to their percentage interests as determined under Section 5.01 hereof. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest and costs of collection (which include, without limitation, reasonable attorneys fees), shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership

Act. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 9.06 and Section 10.06; for defraying the cost of improvements to the Common Elements, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest and costs of collection (which include, without limitation, reasonable attorneys fees), shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.07 and Section 10.07, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests under Section 5.01 to the extent that such surplus results from General Assessment for Common Expense. Common Surplus may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Assessments Against Units Owned by Declarant. Until four (4) months from the closing of the sale of the first Unit (determined for purposes of this Section in terms of each phase of the Condominium) to a third party purchaser, assessments under Sections 6.06 and 6.07 shall be modified such that all such costs are borne by the Units not owned by Declarant. After such time, Declarant shall pay the monthly assessments on those Units owned by Declarant as to which

an occupancy permit has been issued by the Village of McFarland. Declarant's assessment with respect to unsold and unoccupied Units shall be limited to those Common Expenses which are assessed to Units in proportion to their percentage interests determined under Section 5.01. Any Unit which has been rented by Declarant shall be assessed in the same manner as Units owned by third parties during the term of such rental.

ARTICLE VII. USE RESTRICTIONS

7.01 Single-Family Residences. All Units shall be used for single-family residential purposes and for no other purpose; provided, however, that the Declarant shall be entitled to use Units owned by Declarant as models and for sales activities. A Unit shall be deemed to be used for "single-family residential purposes" if it is utilized as a residence by no more than one family. The definition of the word "family" shall be the same as the definition of the word "family" contained in the General Ordinances of the Village of McFarland.

7.02 Effect of Bylaws, Rules and Other Restrictions. In addition to the restrictions set forth herein, each Unit shall be subject to any provisions regarding use set forth in the Bylaws or any rules promulgated thereunder. Each Unit Owner shall have exclusive ownership and possession of its Unit subject to the provisions of municipal zoning ordinances, this Declaration, the Condominium Ownership Act, the Articles and Bylaws, and rules and regulations promulgated by the Declarant or the Association.

7.03 Exterior Maintenance and Repair No Unit anywhere within the Condominium shall be permitted to fall into disrepair, and each Unit shall at all times be kept in good condition and repair. If any Unit Owner shall permit any Unit to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit Owner's Unit for the purpose of doing so, and such Unit Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article VI. The Unit Owner of the offending property shall be personally liable, and such Unit Owner's Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Unit Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be added to the amounts payable by such Unit Owner as assessments under Article VI.

ARTICLE VIII. INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire Condominium, including all Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association. With respect to a Unit, the Association's insurance coverage shall cover only those portions of a Unit that were constructed by Declarant, including any construction upgrades but not including any improvements subsequently made by the Owner following completion of construction of the Unit. The Condominium shall be insured for not less than the full replacement value thereof, except the Association shall not be required to obtain personal property insurance covering any personal property owned by any Unit Owner, nor shall the Association be required to obtain any insurance coverage for any improvements to any Unit beyond those portions of the Unit that were included as part of the Units as originally constructed. Insurance coverage shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests determined under Section 5.03. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit, provided such Unit Owner's own insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of the Association because of the negligent acts of the Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to obtain liability insurance to insure its own Unit for its own personal benefit.

8.03 Fidelity Insurance. The Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or

administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure the personal property in his or her respective Unit and any insurable portion of the Unit not covered by the Association's insurance as specified herein and nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units and Limited Common Elements appurtenant to such Units.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner each hereby release each other to the extent of any perils to be insured against by either of the parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Article VIII by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE IX.

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Association as Attorney-in-Fact. The Association is hereby designated to represent all Unit Owners and Mortgagees in any proceedings, negotiations, settlements or agreements with the Condominium insurer with respect to any damage or destruction of any part or all of the Condominium and with respect to any losses or proceeds resulting therefrom. Each Unit Owner, by such Unit Owner's acceptance and recording of the deed to such Unit Owner's Unit, specifically appoints the Association as the Unit Owners attorney-in-fact for these purposes.

9.02 Determination to Reconstruct Or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged Property shall be repaired or reconstructed except as herein specifically provided otherwise. If the cost to repair or reconstruct the damaged Property is greater than the available insurance proceeds, the damaged Property shall be repaired or reconstructed unless within thirty (30) days of the date the Association notifies the Unit Owners and Mortgagees with respect to the repair or reconstruction estimates it has received, the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit), and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing

to not repair or reconstruct the damaged Property and instead, to subject the Condominium to partition.

9.03 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications contained in the Condominium Instruments, unless:

(a) The Board of Directors of the Association and a majority of the Mortgagees (one vote per mortgaged Unit) approve and authorize the variance in the case of reconstruction of or repair to the Common Elements; or

(b) The Board of Directors of the Association, the respective Unit Owner of the damaged Unit, and the Mortgagee of the damaged Unit approve and authorize the variance in the case of reconstruction of or repair to a Unit.

In the event that a variance from the maps, plans, and specifications contained in the Condominium Instruments is authorized and approved, amendments to the Condominium Instruments shall be recorded by the Association setting forth such authorized variance.

9.04 Responsibility for Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section 8, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.05 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements, and then for the repair or reconstruction of damaged Units in proportion to the respective costs of reconstruction and repair of each said Unit. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit subsequent to completion of the Unit by Declarant or any Personal Property of any Unit Owner. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined to not rebuild pursuant to Section 9.02 and the Condominium Property is partitioned as set forth in Section 9.08, or unless there is a surplus of insurance proceeds after the damaged Condominium Property has been completely restored or repaired as set forth in Section 9.07.

9.06 Assessments for Deficiencies in Construction Fund. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Assessments for damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements, and individual Unit Owners shall be assessed for any costs of reconstructing and repairing their respective Units to the extent said costs are not defrayed by the insurance proceeds. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.07 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction or repair, such balance shall be proportionately distributed to the Unit Owners of such Units to the extent that such balance is due to a deficiency assessment levied against such Unit Owners for the cost of reconstruction or repair to their respective Units. In all other cases, such balance shall be divided among the Unit Owners according to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

9.08 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit) , and at least sixty-seven (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Property shall be subject to an action for partition. In the case of partition, the net proceeds of sale together with any net proceeds of the Condominium insurance shall be considered as one fund and shall be divided among the Unit Owners according to their Insurance Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE X. TAKING UNDER THE POWER OF EMINENT DOMAIN

10.01 Association as Attorney-in-Fact. The Association is hereby designated to represent all Unit Owners and Mortgagees in any proceedings, negotiations, settlements or agreements with respect to the taking of all or part of the Condominium under the power of eminent domain and with respect to any damages awarded therefor. Each Unit Owner, by such Unit Owner's acceptance and recording of the deed to such Unit Owner's Unit, specifically appoints the Association as the Unit Owner's attorney in fact for these purposes.

10.02 Allocation of Award. Any damages for a taking of all or part of a Condominium shall be awarded as follows:

(a) The entire award for the taking of all or part of a Unit and for consequential damages to the Unit shall be allocated to the respective Unit Owner.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

(c) The award and any net proceeds from the sale of any other Common Elements of the Condominium shall be allocated as set forth in Section 10.08 below if the Common Elements are not reconstructed and the Condominium is subjected to partition.

All damages awarded shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

10.03 Determination to Reconstruct. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed except as herein provided. If the extent of the taking makes reconstruction or restoration impractical, the Common Elements shall not be restored or reconstructed if within thirty (30) days of the date the Association notifies the Unit Owners and Mortgagees with respect to the reconstruction estimates it has received, the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit) , and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) shall consent in writing not to reconstruct the Common Elements taken.

10.04 Plans and Specifications. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications contained in the Condominium Instruments, unless seventy-five percent (75%) of the Unit Owners and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. An amendment to the Condominium Instruments shall be recorded by the Association setting forth such authorized variances.

10.05 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.06 Assessments for Deficiencies in Construction Fund. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each Unit Owner's percentage interest in the Common Elements and shall constitute a Common Expense.

10.07 Surplus in Construction Fund. It shall be presumed the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a balance in a construction fund after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

10.08 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes (one vote per Unit), and sixty-seven percent (67%) of the first Mortgagees (one vote per mortgaged Unit) consent in writing to subject the Condominium to an action for partition, the net proceeds of the sale together with the award for taking shall be considered as one fund and shall be divided among the Unit Owners in proportion to their Insurance Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

10.09 Percentage Interests Following Taking. The taking of all or part of a Unit shall not include the percentage interests appurtenant to the Unit. Following the taking of any part of any Unit, the percentage interests appurtenant to that Unit and all other Units remaining in the Condominium shall be the percentage obtained upon dividing the remaining square footage of each respective Unit remaining in the Condominium by the sum of the remaining square footage of all Units remaining in the Condominium.

10.10 Voting Following Taking. A taking of all or part of a Unit shall not include the vote appurtenant to the Unit. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate.

ARTICLE XI. MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested the Association in a writing received by the Association as agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.

(c) Any condemnation or casualty loss to the Common Elements in an amount exceeding One Hundred Thousand Dollars (\$100,000).

(d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Article XI nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Condominium Liens. In the event a mortgagee of a mortgage of record recorded prior to the making of an assessment obtains title to the Unit as a result of foreclosure of a mortgage or as a result of a conveyance in lieu of foreclosure, such mortgagee or its successors and assigns shall not be liable for the assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which assessments became due prior to the acquisition of title. Such unpaid share of assessments shall be deemed to be a Common Expense collectible proportionately from all of the Unit Owners.

ARTICLE XII. AMENDMENT

Except as otherwise provided by the Condominium Ownership Act with respect to termination of the Condominium form of ownership, this Declaration may be amended with the written consent of not less than sixty-seven percent (67%) of the Unit Owners (who shall together hold not less than sixty-seven percent (67%) of the total voting interests held by all Unit Owners), or such greater percentage that may be required under the Wisconsin Condominium Ownership Act. No Unit Owner's written consent shall be effective unless it is approved by each Mortgagee (if any) of such Unit. So long as the Declarant maintains control of the Association pursuant to Section 6.02, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until such time as the first Unit is conveyed, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII. REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata.

ARTICLE XIV. GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting, by and in the discretion of its board of directors, the right to grant to the Village of McFarland, and County of Dane or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.05. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

14.03 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.04 Declarant Access. During any period of construction of buildings and other improvements on the Land by the Declarant, and during any period of replacement or repair of any Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction, replacement or repair, and shall have easements for the installation, construction, replacement and repair of buildings, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.05 Agent for Service of Process. The Association's agent for service of process in any action against the Association or brought under the Condominium Ownership Act shall be designated by the Association pursuant to its bylaws. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. Initially, the registered agent shall be David Bisbee, 1972 Barber Drive, Stoughton, WI 53589.

14.06 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

(SIGNATURES ON NEXT PAGE)

DRAFT

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of the date first written above.

PARK WOODS CONDOMINIUM

By: _____
David Bisbee, President
Bizy-Lou, LLC (“Declarant”)

**ACKNOWLEDGMENT
AUTHENTICATION**

The signature of David Bisbee, President Bizy-Lou, LLC, a Wisconsin limited liability company, on the foregoing Declaration of Condominium, is hereby authenticated by the undersigned on _____.

Joia S. Wodarczyk
Member, State Bar of Wisconsin

In witness thereof the first mortgage holder, _____, pursuant to Wis. Stats. 703.09(1c) hereby consents and agrees to submit this property to the condominium form of ownership as provided in Chapter 703

This document was drafted by,
and should be returned to:
Attorney Joia S. Wodarczyk
DeWitt LLP
2 E. Mifflin Street, Suite 600
Madison, WI 53703

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DRAFT

EXHIBIT B

[Copy of Condominium Plat Attached]

DRAFT



Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: Park Woods Condominium Owners
Association, Inc.

Principal Office

Mailing Address: 1972 Barber Drive
City: Stoughton
State: WI
Zip Code: 53589

Registered Agent

Registered Agent Individual: David Bisbee
Name of Entity:
Street Address: 1972 Barber Drive
City: Stoughton
State: WI
Zip Code: 53589

Select Statement

Select one statement: The corporation will have members
Is this corporation authorized to
make distributions under the
statute?: Yes
This document was drafted by: Joia N. Sanders

Incorporator

Name: David Bisbee
Street Address: 1972 Barber Drive
City: Stoughton
State: WI
Zip Code: 53589
Name: Joia N. Sanders
Street Address: 2 E. Mifflin Street, Suite 600
City: Madison
State: WI
Zip Code: 53703

Incorporator Signature

I understand that checking this
box constitutes a legal Yes

signature:

Incorporator Signature:

Joia N. Sanders

Optional Articles

The purpose(s) for which the corporation is incorporated:

Delayed Effective date:

Directors

Optional Contact Information

Name: Joia N. Sanders
Address: 2 E. Mifflin Street, Suite 600
City: Madison
State: WI
Zip Code: 53703
Phone Number: 6082529250
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Endorsement

Received Date: FILED
05/31/2019

**BYLAWS
OF
PARK WOODS
CONDOMINIUM OWNERS ASSOCIATION, INC.
(a Wisconsin nonstock corporation)**

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BYLAWS
OF
PARK WOODS
CONDOMINIUM OWNERS ASSOCIATION, INC.
(a Wisconsin nonstock corporation)

ARTICLE I. NAME AND ADDRESS

1.1 Name. The name of this corporation shall be Park Woods Condominium Owners Association, Inc. (hereinafter "Association").

1.2 Registered Agent. The registered agent of the corporation shall be David Bisbee, 1972 Barber Drive, Stoughton, WI 53589.

1.3 Address. The principal office of the Association shall be located at 1972 Barber Drive, Stoughton, WI 53589. This address shall also be the mailing address of the Association.

ARTICLE II. MISCELLANEOUS

2.1 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Park Woods Condominium, a condominium located in the Village of McFarland, Dane County, Wisconsin (the "Declaration").

2.2 Binding Effect. These Bylaws shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of the Condominium.

2.3 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles of Incorporation, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes. In the case of any conflict Chapter 181 of the Wisconsin Statutes shall control. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

ARTICLE III. MEMBERS

3.1 Membership. The members of the Association shall be the Unit Owners. The membership of the Association shall include land contract vendees, but shall not include land

contract vendors. Persons holding an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) shall not be members of the Association.

3.2 Commencement and Termination. Membership shall commence upon acquisition by a Unit Owner of an ownership interest in a Unit of the Condominium. Membership shall terminate upon such Unit Owner's conveyance of the ownership interest. If a Unit Owner dies and such Unit Owner's ownership interest passes to the Unit Owner's personal representative or to a Trustee, the personal representative or Trustee receiving such interest shall become a member of the Association.

3.3 Withdrawal or Expulsion. A Unit Owner may not voluntarily withdraw or be expelled from membership in the Association.

3.4 Membership Certificates. Membership certificates shall not be issued by the Association.

3.5 Membership List. The Association shall maintain a current membership list which shall contain the following information: (i) the name and address of each Unit Owner, (ii) the Mortgagee of each Unit, if any, and (iii) in the case of multiple owners of a Unit, the person, if any, designated to vote on behalf of such Unit under Section 5.06 of the Declaration.

3.6 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon transfer of the Unit. Any Unit Owner causing a transfer of a Unit shall, as soon as possible thereafter, provide the Association with written notice of the transfer. The notice shall identify the Unit so transferred and shall state the following (i) the name and address of the new owner, (ii) the date of transfer, (iii) the name of the person designated to vote on behalf of the Unit, if any, (iv) in the case of multiple owners, the percentage of ownership for each owner, and (v) the mortgagee of the Unit, if any. The Association shall, upon receipt of the foregoing information, make appropriate changes to the membership list. A Unit Owner shall not be entitled to vote at meetings of the Association until the requirements of this paragraph are satisfied.

3.7 Effect of Condominium Lien. A Unit Owner shall not be entitled to vote on any matter submitted to a vote of the Unit Owners if a statement of condominium lien on the Unit has been recorded by the Association and the amount necessary to release the lien has not been paid by the Unit Owner prior to the vote.

3.8 Annual Meeting. The first annual meeting of the Unit Owners shall be held on the second Monday of the first March after the Declarant has ceased to control the Association as provided in Section 6.03 of the Declaration. The meeting shall be at a time determined by the Board of Directors and shall be for the purpose of electing directors and for the transaction of such other business as may come before the meeting. Thereafter, annual meetings of the Unit Owners shall be held on the second Monday of March of each succeeding year. Such meetings shall be for the

purpose of electing directors and for the transaction of such other business as may come before the meetings.

3.9 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary upon receipt of a written request for a meeting by Unit Owners holding at least twenty-five percent (25%) of the votes entitled to be cast at such meeting. The business to be transacted at a special meeting of the Unit Owners shall be limited to the objects stated in the notice of such meeting.

3.10 Notice; Waiver. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than 10 nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181 of the Wisconsin Statutes, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President or the Secretary to each Unit Owner. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Unit Owner at the Unit Owner's address as it appears on the records of the Association, with postage thereon prepaid. Whenever any notice is required to be given to a Unit Owner under the Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof, in writing, signed at anytime, whether before or after the time of meeting, by the Unit Owner entitled to such notice, shall be deemed equivalent to the giving of such notice. Such waiver shall contain the same information as would have been required in such notice, except that the time and place of the meeting need not be stated. The attendance of a Unit Owner at a meeting shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened.

3.11 Quorum; Voting Rights. Unit Owners holding one-half of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of Unit Owners. Each Unit shall have one vote on any matter submitted to a vote of the Unit Owners.

3.12 Manner of Acting. The act of a majority of the votes entitled to be cast by Unit Owners present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the Unit Owners, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or Chapter 703 of the Wisconsin Statutes, or these Bylaws.

3.13 Conduct of Meetings.

The President or, in his or her absence, any Unit Owner chosen by a majority of the Unit Owners present, shall call meetings of the Unit Owners to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any Unit Owner to act as Secretary of the meeting. The Secretary of the meeting shall be responsible for, among other things, counting the votes cast by Unit Owners on matters voted upon.

3.14 Order of Business.

The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Meeting called to order.
- (b) Roll call of Unit Owners and certification of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.15 Presumption of Assent. A Unit Owner who is present at a meeting of the Unit Owners at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Unit Owner who voted in favor of such action.

3.16 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the Unit Owners at a meeting may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS

4.1 Powers and Duties. Except for those powers and duties specifically given to or required of the Unit Owner, all of the powers and duties of the Association under the Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and Chapter 181 of the Wisconsin Statutes shall be exercised by the Board of Directors. The powers and duties of the Board of Directors shall include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures and reserves.
- (b) Levy and collect General Assessments and Special Assessments against Unit Owners and disburse funds in payment of the Association's expenses.
- (c) Manage, maintain, repair, replace, improve, operate and regulate the Common Elements.

- (d) Grant easements through or over the Common Elements.
- (e) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.
- (f) Sue on behalf of all Unit Owners.
- (g) Make contracts and incur liabilities.
- (h) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium; provided the Board of Directors shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements without prior written approval of two-thirds (2/3) of the Unit Owners other than the Declarant.
- (j) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) Adopt and amend rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.
- (l) Insure the Condominium property against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.
- (m) Keep all of the books and records and prepare accurate reports of all transactions of the Association.
- (n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts.
- (p) Delegate any or part of the powers and duties of the Board of Directors or Association officers to a manager or managing agent.

4.2 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the Board to perform such duties and services as the Board shall have authorized including, without limitation, the duties enumerated in Section 4.1.

4.3 Number and Membership in Association. The initial Board of Directors shall be composed of three directors selected by Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to six (6). At such time as the Declarant has ceased control of the Association as provided in Section 6.02 of the Declaration, the number of directors on the Board of Directors shall be decreased to three (3), only one of whom may be a person who is not a Unit Owner. No more than one director at any given time may be a person who is not a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 6.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only. At no time shall the number of directors be less than three (3).

4.4 Term of Office. The initial board of directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three (3) directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the Common Element interest and shall serve until the Declarant has conveyed fifty percent (50%) of the Common Element interest of the Condominium to purchasers. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect two (2) directors to serve on the Board of Directors. The Declarant shall elect the remaining four (4) directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the Common Element interest and shall serve until the next election upon expiration of the period of Declarant control. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.8. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year and until his or her successor shall be elected or until his or her prior death, resignation or removal.

4.5 Election of Directors. Prior to each annual meeting of the Unit Owners, the Secretary of the Association shall mail all Unit Owners a notice setting a deadline for nominations for the Board of Directors. All nominations shall be returned to the Secretary. Unit Owners must obtain the prior consent of any person they nominate and they may nominate themselves. If the number of nominees is equal to the number of directors to be elected, the nominees shall automatically be elected as directors and shall take office at the annual meeting. If the number of nominees is less than the number of directors to be elected, the Secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the Secretary shall conduct an election by

mail with all written ballots due prior to the deadline set by the Secretary. Each Unit Owner shall be entitled to cast one vote per Unit for each director on the Board of Directors. The persons receiving the largest number of votes shall be elected and shall take office at the annual meeting.

4.6 Vacancy and Replacement. Any vacancy occurring on the Board of Directors by reason of death, resignation, disqualification or removal from office shall be filled until the next election of directors by the affirmative vote of a majority of the directors in office (even if less than a quorum).

4.7 Removal. Prior to the expiration of the period of Declarant control, only the Declarant shall have the right to remove a director, with or without cause, from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.8 Compensation. A director shall not receive any compensation for his or her services as director of the Association other than reimbursement for out-of-pocket expenses incurred in the performance of such director's duties.

4.9 Annual Meeting. Until the expiration of Declarant control, the annual meeting of the Board of Directors shall be held annually on the second Monday of March at the time and place designated in the notice of such meeting. Thereafter, annual meetings of the board of directors shall be held, without other notice than this bylaw, following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to adjourn the meeting. The purpose of each annual meeting shall be to elect officers and to transact such other business as may come before the meeting.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any two directors. The business to be transacted at a special meeting shall be limited to the objects stated in the notice of such meeting.

4.12 Notice; Waiver. Notice of annual and special meetings of the Board of Directors shall be given by telephone or by written notice delivered personally or by mail or telegram to each director at his/her business address or at such other address as the director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or telegram shall be given not less than forty-eight (48) hours prior to the time of the meeting. If mailed, such notice shall be delivered at least ninety-six (96) hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the

Articles of Incorporation, these Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting solely to object to the holding thereof because the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. No notice need be given for a regular meeting when the time and place of such regular meeting has been fixed by a duly adopted resolution of the Board of Directors.

4.13 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

4.14 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

4.15 Conduct of Meeting. The President and, in the President's absence, any director chosen by the directors present shall call meetings of the Board of Directors to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any director or other person to act as Secretary of the meeting.

4.16 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof and shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.17 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the directors then in office.

4.18 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken through the use of any means of communication by which (a) all participating directors may simultaneously hear each other during the meeting, or (b) all communication during the meeting is

immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors.

4.19 Committees. The Board of Directors, by resolution adopted by a majority of the number of directors fixed pursuant to these bylaws, may establish such committees as it deems necessary or desirable to enable the Corporation to carry out its business. Each committee shall consist of three (3) or more directors elected by the Board of Directors. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request.

ARTICLE V. OFFICERS

5.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer (the "Principal Officers") and such other officers as determined by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

5.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the Board of Directors contemporaneously with the adoption of these Bylaws; or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the Board of Directors at each annual meeting of the Board. Officers shall hold office for a period of one (1) year and until their successors are duly elected and qualified or until their prior death, resignation or removal. An officer may serve consecutive terms in the same office.

5.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board of Directors whenever in the Board's judgment the best interests of the Association will be served thereby.

5.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term.

5.5 President. The President shall be the chief executive officer of the Association and shall perform all business and duties customarily pertaining to the office of President and such other duties as he or she may be directed to perform by the Board of Directors. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control), and shall execute, in the name of the Association, other significant documents and papers concerning the business of the Association.

5.6 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

5.7 Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors in books provided for that purpose, and shall keep the Bylaws, and such other books and papers as the Board of Directors may direct. The Secretary shall attend to the giving and serving of notices of all meetings of the Board of Directors and otherwise. When required, the Secretary shall execute with the President, in the name of the Association, all contracts and instruments which have been first approved by the Board of Directors. The Secretary shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Secretary and as directed by the President or the Board of Directors.

5.8 Treasurer. The Treasurer shall receive and deposit all funds of the Association in the depository institution or institutions selected by the Board of Directors, which funds shall be withdrawn only by checks or orders executed in the name of the Association by the Treasurer and President (or subordinates under their direction and control). The Treasurer shall also account for all receipts, disbursements and balance on hand and report regarding the same when and as requested by the President or Board of Directors. The Treasurer shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Treasurer and as directed by the President or the Board of Directors.

5.9 Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

5.10 Salaries. No salaries shall be paid to any of the Principal Officers.

ARTICLE VI. ARTICLE VI. INDEMNIFICATION

6.1 Indemnification for Successful Defense. Within 20 days after receipt of a written request pursuant to Section 6.3, the Association shall indemnify a director or officer, to the extent he

or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

6.2 Other Indemnification.

(a) In cases not included under Section 6.1, the Association shall indemnify a director or officer against all liabilities and expenses incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the Association, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

(1) A willful failure to deal fairly with the Association in connection with a matter in which the director or officer has a material conflict of interest.

(2) A violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or conduct was unlawful.

(3) A transaction from which the director or officer derived an improper personal profit.

(4) Willful misconduct.

(b) Determination of whether indemnification is required under this Section shall be made pursuant to Section 6.5.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this Section.

6.3 Written Request. A director or officer who seeks indemnification under Section 6.1 or 6.2 shall make a written request to the Association.

6.4 Nonduplication. The Association shall not indemnify a director or officer under Sections 6.1 or 6.2 if the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceedings. However, the director or officer shall have no duty to look to any other person for indemnification.

6.5 Determination of Right to Indemnification.

(a) Unless otherwise provided by the Articles of Incorporation or by written agreement between the director or officer and the Association, any director or officer seeking

indemnification under Section 6.2 shall select one of the following means for determining his or her right to indemnification:

(1) By a majority vote of a quorum of the Board of Directors consisting of directors who are not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by majority vote of a committee duly appointed by the Board of Directors and consisting solely of two or more directors who are not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

(2) By independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in sub. (1) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings.

(3) By a panel of three arbitrators consisting of one arbitrator selected by those directors entitled under sub. (2) to select independent legal counsel, one arbitrator selected by the director or officer seeking indemnification and one arbitrator selected by the two arbitrators previously selected.

(4) By an affirmative vote of the members at a meeting of the members in which a quorum is present.

(5) By a court under Section 6.8.

(6) By any other method provided for in any additional right to indemnification permitted under Section 6.7.

(b) In any determination under sub. (a), the burden of proof shall be on the Association to prove by clear and convincing evidence that indemnification under Section 6.2 should not be allowed.

(c) A written determination as to a director's or officer's right to indemnification under Section 6.2 shall be submitted to both the Association and the director or officer within 60 days of the selection made under sub. (a).

(d) If it is determined that indemnification is required under Section 6.2, the Association shall pay all liabilities and expenses not prohibited by Section 6.4 within 10 days after receipt of the written determination under sub. (c). The Association shall also pay all expenses incurred by the director or officer in the determination process under sub. (a).

6.6 Expenses as Incurred. Within 10 days after receipt of a written request by a director or officer who is a party to a proceeding, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

(b) A written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 6.5 that indemnification under Section 6.2 is not required and that indemnification is not ordered by a court. The undertaking under this subsection shall be an unlimited, general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

6.7 Nonexclusivity.

(a) Except as provided in sub. (b), Sections 6.1, 6.2 and 6.6 do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under any of the following:

- (1) The Articles of Incorporation;
- (2) A written agreement between the director or officer and the Association;
- (3) A resolution of the Board of Directors; and
- (4) A resolution of the members of the Association.

(b) Regardless of the existence of an additional right under (a), the Association shall not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 6.2(a)(1), (2), (3) or (4). A director or officer who is a party to the same or related proceedings for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

(c) Sections 6.1 to 6.11 do not affect the Association's power to pay or reimburse expenses incurred by a director or officer in any of the following circumstances:

- (1) As a witness in a proceeding to which he or she is not a party.
- (2) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, director or officer of the Association.

6.8 Court-Ordered Indemnification. Except as provided otherwise by written agreement between the director or officer and the Association, a director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court under Section 6.5(a)(4) or for review by the court of an adverse determination under Section 6.5(a)(1), (2), (3) or (5).

6.9 Indemnification of Employees or Agents. The Association may indemnify and allow reasonable expenses of an employee or agent who is not a director or officer to the extent provided by the Articles of Incorporation or Bylaws by general or specific action of the Board of Directors or by contract.

6.10 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, director or officer, or arising from his or her status as an employee agent, director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 6.1, 6.2, 6.5, 6.7 and 6.9.

6.11 Liberal Construction. In order for the Association to obtain and retain qualified directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

ARTICLE VII. CONTRACTS AND FINANCIAL MATTERS

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction, if (1) the fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (2) the fact of such relationship or interest is disclosed or known to the Unit Owners, which authorize, approve or ratify such contract or transaction; or (3) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

7.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

7.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

7.5 Audit. The Board of Directors shall cause to be conducted, no less frequently than annually, an audit of the Association's books and records. The Board of Directors shall select the auditors.

7.6 Budget. The Board of Directors shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

ARTICLE VIII. CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE IX. AMENDMENTS

9.1 By Unit Owners. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Unit Owners if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than sixty-seven percent (67%) of the votes of all Unit Owners present in person or by proxy represented at an annual or special meeting of the Unit Owners at which a quorum is in attendance.

9.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors if such amendment or other change in the Bylaws is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance. Notwithstanding the foregoing, no Bylaw adopted by the Unit Owners shall be amended or repealed by the Board of Directors unless such authority is conferred by the Unit Owners on the Board.

ARTICLE X. BOOKS AND RECORDS

10.1 Inspection. The books, records, minutes and papers of the Association shall at all times, and during reasonable business hours, be subject to inspection by the Unit Owners. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Unit

Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies of which may be purchased at reasonable cost.

10.2 Report of Unit Owner Defaults. The Association shall, within ten (10) days of a request by a prospective Unit Purchaser, report to such person the amount of any due and unpaid assessments against the Unit being purchased.

10.3 Current Roster. Each Unit Owner shall promptly notify the Secretary upon (i) acquisition of an ownership interest in any Unit, (ii) any change in such Unit Owner's name or address, and (iii) any transfer of ownership interest in the Unit. In the event that a Unit Owner mortgages its Unit (or any interest therein), such Unit Owner shall notify the Secretary of the name and mailing address of the Mortgagee. The Unit Owner shall also notify the Secretary upon a release of such mortgage. The Secretary shall maintain all information contemplated by this section in the current roster of the Association.

10.4 Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE XI. BUDGET, ASSESSMENT, AND ANNUAL REPORT

11.1 Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

11.2 Budget. The Board of Directors shall adopt a projected annual operating budget for the Association, which budget shall be subject to approval by the Unit Owners. The budget shall be effective for the period beginning January 1 of the year in which it is adopted through December 31 of the succeeding year.

11.3 Levying and Payment of General Assessments. Based on the projected annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective percentage interest set forth in Section 5 of the Declaration. Declarant shall be fully liable for payment of the full share of General Assessments against any unsold Unit for any period after which an occupancy permit for such Unit has been issued. No Unit shall be subject to assessments, general or special, prior to the date an occupancy permit has been issued therefor. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such

installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

11.4 Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

11.5 Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the due date at the rate of sixteen percent (16%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the assessed Units, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owner personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of the Unit.

11.6 Annual Report. Each March, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, Common surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner.

ARTICLE XII. RULES OF CONSTRUCTION

Should there be any conflict between the terms of the Declaration, the Articles of Incorporation and these Bylaws, the terms of the Declaration shall prevail over the Articles of Incorporation and these Bylaws, and terms of the Articles of Incorporation shall prevail over these Bylaws.

[END]

**ADMINISTRATIVE RULES AND REGULATIONS
OF
PARK WOODS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

**ADMINISTRATIVE RULES AND REGULATIONS
OF
PARK WOODS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

The following administrative rules and regulations are adopted by the Park Woods Condominium Owners Association, Inc. ("Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**ARTICLE I.
GENERAL**

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Park Woods Condominium Owners Association, Inc. ("Declaration").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

1.05 Doorways. Unit Owners shall not prop open the Building's doors to the stairways, garage or to the outside.

1.06 Communication Equipment. Unit Owners shall not use, place or install satellite dishes, antennas or any other communication equipment on the Building, the grounds or any deck or balcony without first informing the Association in writing and obtaining written permission from the Association for the same. The Association shall grant permission to Unit Owners only when required to do so by applicable state or federal law.

ARTICLE II. APPEARANCE

2.01 Signs. No sign or banner of any kind shall be displayed to the public view on any Unit without prior written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Protrusions. No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium or upon any of the Limited Common Elements without the prior written consent of the Association.

2.03 Laundry. No laundry shall be hung on the balcony or upon any decks or patios or in windows for any reason.

2.04 Limited Common Elements. All balconies, decks and patios which are open to public view shall be kept in a neat and orderly condition. All balconies, decks and patios shall be kept free from all personal property except deck and patio furniture and grills.

ARTICLE III. USE RESTRICTIONS

3.01 Animals. The maximum number of pets in any Unit shall not exceed two (2). The pets may consist of 2-cats, 2-dogs or a combination of 1-cat and 1-dog. All pets must display a friendly demeanor toward people as well as other pets. No pet will be allowed in common areas at any time unless it is on a leash of no longer than thirty inches ("30"), or is being carried. Owners shall immediately clean up common areas of all debris and feces from their pets. No pet shall be permitted to cause a nuisance, damage to property or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be promptly and permanently removed upon owner being given notice by the Board of Directors.

3.02 Damage to Common Elements. Damages to the Common Elements or Limited Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Unit Rental. With the exception of Units owned by the Declarant and Units foreclosed upon by Mortgagees who have reserved the right to rent the same, no portion of a Unit or an entire Unit may be rented without prior approval of the Association. Units may be leased as single family residences only, and must be approved in writing by the Association. A Unit shall be deemed to be used for a single family residential purposes if it meets the definition of the same set forth in the

Declaration. Any lease that is allowed hereunder shall be subject and subordinate in all respects to the Declaration, the Association's Bylaws and to these Administrative Rules and Regulations, and the Association shall have the right, in addition to all other rights and remedies available to it in law or in equity, to evict and/or eject any tenant of any Unit who has violated the terms of the Declaration, the Association's Bylaws or these Administrative Rules and Regulations.

3.04 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.05 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements and Limited Common Elements.

3.06 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit.

3.07 Noises and Odors. Unit Owners shall not allow any sounds to be generated in their Unit which are unreasonably loud and interfere with the quiet enjoyment of the Condominium. Unit Owners shall not allow odors to be unreasonably dispelled from their Units.

3.08 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements or Limited Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.09 Recreational Vehicles. No boats, trailers, campers, vans equipped for overnight use, RV motor homes, vehicles with boats on top and other RVs shall be parked in any limited common area for more than 48 hours in any seven-day period, without the consent of the Association.

3.10 Weapons. No rifle, shotgun, crossbow, bow and arrow, air rifle, slingshot or any type of weapon whatsoever shall be discharged or operated on the property.

3.11 Trash Disposal. No Unit Owner shall allow trash, rubbish, garbage, or other refuse to accumulate on the Common or Limited Common Elements. All such material shall be stored in sanitary, covered containers, hidden from general view to the greatest extent practical, except when placed for collection in a collection area as designated by the Association; no such material shall be placed for collection for a period of more than six (6) hours, unless in an animal proof container.

3.12 Lawn Care. No planting, landscaping or gardening shall be allowed and no fences, hedges or walls shall be erected or maintained on the Property except in accordance with the initial construction of the improvements located thereon or as expressly approved by the Association; provided, however, this shall not prohibit planting flowers on each Unit's Limited Common Elements or within a five foot space so long as such plantings do not impede the Association's ability to maintain the lawn or rain garden.

3.13 Snow Removal. Snow removal for driveways and private drive are the responsibility of the Association.

ARTICLE IV. ARCHITECTURAL RESTRICTIONS

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure of a Unit without the prior written consent of the Board of Directors of the Association. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first-class quality, new and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01, above, the Board of Directors may require the Unit Owner to provide, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the proposed architectural changes upon the structure and building systems.

4.03 Minimal Disruption. In implementing any architectural changes approved by the Board of Directors, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

ARTICLE V. AMENDMENTS

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

**PARK WOODS CONDOMINIUM
OWNERS ASSOCIATION, INC.
Monthly Operating Budget**

The following is the projected monthly operating budget for the Condominium for its month to month operations. It is derived from the Declarant's prior experience and consultation with third parties. Amounts may vary from year to year as operation costs change. Expenses are only for the costs which are not the responsibility of individual Unit Owners, and a Unit Owner's individual expenses for taxes and other individualized expenses of a Unit are not contained in this budget.

Lawn Care	\$ 45.00
Snow Removal	\$ 65.00
Insurance	\$ 75.00
Management	\$ 15.00
Reserve	<u>\$ 50.00</u>
Total	\$250.00

The projected monthly General Assessment for each unit of the Condominium, based on this budget, is approximately \$250.00. The assessment for reserves will vary over time depending on the Unit Owners' decision(s) regarding a sinking fund for major repairs to the Building.



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Matt Schuenke, Village Administrator, Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance #2019-15: an ordinance to amend the zoning code regarding definitions related to yards and the modification of yard setback requirements in the R1-B (Single Family Residence District).

PREVIOUS ACTION:

The Plan Commission met on August 19, 2019 and following public hearing unanimously recommended approval of the ordinance.

ISSUE SUMMARY:

The Plan Commission discussed this item in concept at their July 15, 2019 meeting. Staff has recently encountered a problem regarding the application of setbacks on corner lots within the R-1B District and clarification of yard definitions. This District is primarily along Lake Waubesa in some of the older areas of the Village where the properties were developed in very close proximity many years ago. Many of these lots would not be able to meet the terms of our more modern R-1 requirements that apply in newly platted subdivisions. As is customary then a special district is created to help protect the character and nature of this area.

Corner lots are typically required to have two front setbacks applied on both street yards. This then requires 20 feet on either side based upon how the lot lays out. In some cases a reverse corner lot may also apply if the front of the house is not on the main street and there is a slightly different setback afforded in that situation. However, what we have found in this area is that when applying these standards as you would in other districts that have corner lots it becomes restrictive in attempting to site a property. There is currently one vacant property that is used as an example; however, there are likely more than 2 dozen corner lots these standards would apply to that a change here is likely mindful.

Ordinance 2019-15 has been prepared by the Village Attorney and is recommended by staff for approval. A redlined summary of the proposed changes is also included in the packet.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

Section 62-4 Definitions

Section 62-70 - Bulk Residential Standards

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:

1. ORDINANCE 2019-15 Amending the Zoning Code regarding Yards and R-1B District Setbacks
2. Changes for Ordinance 2019-15 redlined
3. Section 62-68(g) - R1B
4. Section 62-70 - Bulk Standard - Residential Districts

ORDINANCE 2019-15

AN ORDINANCE TO AMEND THE ZONING CODE REGARDING DEFINITIONS RELATED TO YARDS AND THE MODIFICATION OF YARD SETBACK REQUIREMENTS IN THE R-1B (SINGLE FAMILY RESIDENCE DISTRICT) IN THE VILLAGE OF MCFARLAND

Purpose: To amend the Zoning Code to revise certain definitions related to yards and to modify the side and street yard setbacks in the R-1B Single Family Residence District.

Sponsor: Village Administrator Schuenke

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

WHEREAS, the Zoning Code has definitions for certain types of yards and some of the definitions are duplicative and can be clearer, specifically as it relates to side yards and street yards; and

WHEREAS, the R-1B Single Family Residence District encompasses areas in the Village that are near Lake Waubesa and include lots that are smaller in area than other residential districts and lots that are part of older developments; and

WHEREAS, the current Zoning Code provides yard setback requirements for street yards on corner lots that may, under certain circumstances, be inconsistent with the purpose of the Code and the use of these lots; and

WHEREAS, the Village Board finds that amending the Zoning Code with respect to certain definitions related to yards and the setback requirements for corner lots in the R-1B District is in the public interest;

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

1. Section 62-4 – Definitions, of the McFarland Municipal Code is amended to reflect the following changes:

-Paragraph (137) *Side yard*, is deleted.

-Paragraph (142) *Street yard*, is amended to read:

A yard facing a street and extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing street or highway right-

of-way line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have two or more street yards.

-Paragraph (159) *Yard, rear*, is amended to read:

A yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the principal building.

-Paragraph (160) *Yard, side*, is amended to read:

A yard extending from the front yard to the rear yard, lying between the main building and a side lot line. The width of a side yard shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. A side yard does not include any yard that is a street yard.

All other definitions in Section 62-4 not modified by these changes remain in effect.

2. Section 62-70 – Bulk Standards – Residential Districts, of the McFarland Municipal Code is amended to reflect the following changes:

-Footnote 11 is created for Front yard under Bulk Standards to read:

⁽¹¹⁾ All street yards are subject to the requirements for front yards, unless otherwise provided.

-Footnote 6 under Front yard standards for R-1B is amended to read:

⁽⁶⁾ Corner lots have at least two street yards, one of which is the front yard. In the R-1B District, the front yard is subject to the 20-foot yard requirement, and additional street yards are subject to the 7-foot yard requirement, unless it is a reversed corner lot, in which case the 15-foot setback for reversed corner yards applies.

-The Front yard setback for R-1B is amended to provide a 20-foot setback for front yards and a 7-foot setback for other street yards.

These amendments will be shown under Section 62-70 as follows:

RESIDENTIAL DISTRICT BULK STANDARDS

Bulk Standards	A-1	R-1	R-1A ⁽⁹⁾	R-1B ⁽⁹⁾	R-2 ⁽³⁾	R-3 ⁽³⁾	R-MH	R-E	RH-1
Yards ⁽⁷⁾⁽¹⁰⁾									
Front yard (ft.) ⁽¹¹⁾	-	25	25	20/7 ⁽⁶⁾	25	25 or 35 ⁽⁴⁾	25	25	40

(6) Corner lots have at least two street yards, one of which is the front yard. In the R-1B District, the front yard is subject to the 20-foot yard requirement, and additional street yards are subject to the 7-foot yard requirement, unless it is a reversed corner lot, in which case the 15-foot setback for reversed corner yards applies.

(11) All street yards are subject to the requirements for front yards, unless otherwise provided.

All other provisions in Section 62-70 not modified by these changes remain in effect.

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

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-
Treasurer

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

~~(137) *Side yard.* A yard extending from the street yard to the rear yard of the lot, the width of which shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure.~~

(142) *Street yard.* A yard **facing a street** and extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing street or highway right-of-way line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have two **or more** street yards.

(159) *Yard, rear.* A yard extending across the full width of the lot and lying between the rear **lot** line ~~of the lot~~ and the nearest line of the principal building.

(160) *Yard, side.* **A yard extending from the front yard to the rear yard, lying between the main building and a side lot line. The width of a side yard shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. A side yard does not include any yard that is a street yard. The part of the yard lying between the main building and a side lot line, and extending from the required front yard (or from the front lot line, if there is no required front yard) to the required rear yard.**

All other definitions in Section 62-4 not modified by these changes remain in effect.

1. Section 62-70 – Bulk Standards – Residential Districts, of the McFarland Municipal Code is amended to reflect the following changes:

RESIDENTIAL DISTRICT BULK STANDARDS

Bulk Standards	A-1	R-1	R-1A ⁽⁹⁾	R-1B ⁽⁹⁾	R-2 ⁽³⁾	R-3 ⁽³⁾	R-MH	R-E	RH-1
Yards ⁽⁷⁾⁽¹⁰⁾									
Front yard (ft.) ⁽¹¹⁾	-	25	25	20/7 ⁽⁶⁾	25	25 or 35 ⁽⁴⁾	25	25	40

⁽⁶⁾ **Corner lots have at least two street yards, one of which is the front yard. In the R-1B District, the front yard is subject to the 20-foot yard requirement, and additional street yards are subject to the 7-foot yard requirement, unless it is a reversed corner lot, in which case the 15-foot setback for reversed corner yards applies. ~~The front yard is the same as the street yard.~~**

⁽¹¹⁾ **All street yards are subject to the requirements for front yards, unless otherwise provided.**

outlying as well as some inlaying urban parts of the Village, and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-1A Single-Family Residence District is limited primarily to single-family dwellings and certain community recreational facilities to serve residents of the district.

- (g) ***R-1B Single-Family Residence District.*** The purpose of the R-1B Single-Family Residence District is to stabilize and protect the essential characteristics of existing low density residential areas normally located near or in close proximity to the Lake Waubesa or Yahara River areas, and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-1B Single-Family Residence District is limited primarily to single-family dwellings and certain community recreational facilities to serve residents of the district.
- (h) *R-2 Single- and Two-Family Residence District.* The R-2 Single- and Two-Family Residence District is established to protect the essential characteristics of certain low-density residential areas of the Village and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-2 Single- and Two-Family Residence District is limited primarily to single-family and two-family detached dwellings and certain community and recreational facilities to serve residents of the district.
- (i) *R-3 General Residence District.* The R-3 General Residence District is established to stabilize and protect certain medium density residential areas in the Village and to promote and encourage a suitable environment for family life where children are members of most families. Development in the R-3 District is limited primarily to smaller multiple-family dwellings, boarding homes, convalescent homes and recreational facilities to serve residents of the district.
- (j) *R-MH Manufactured Home Residence District.* The R-MH Manufactured Home Residence District is established to provide for the permanent placement of manufactured homes in a low- to medium-density residential area of the Village and to promote and encourage a suitable environment for family life where children are members of many families. Development in the R-MH Manufactured Home Residence District is limited primarily to manufactured houses and single-family residences on smaller lots and certain community and recreational facilities to serve residents of the district.
- (k) *R-E Elderly Residence District.* The R-E Elderly Residence District is established to stabilize and protect certain medium density residential areas in the Village and to promote and encourage a suitable environment for elderly persons in duplex and multiple-family dwellings, pursuant to state and federal regulations.
- (l) *C-G General Commercial District.* The C-G District is intended to provide an area for the business and commercial needs of the community, especially those which can be most suitably located in a compact and conveniently located business district. Residences that are compatible with surrounding uses are allowed as conditional uses.
- (m) *C-P Commercial Park District.* The C-P District is established to provide an esthetically attractive working environment exclusively for and conducive to the development and protection of offices, non-nuisance type manufacturing operations, research and development institutions and limited retail businesses. The essential purpose of this district is to achieve development, which is an asset to the owners, neighbors and the Village, and to promote and maintain desirable economic development in a park-like setting.
- (n) *C-H Highway Commercial District.* The C-H District is intended to provide an area for those business and commercial activities which especially have to do with motor vehicles or highway transportation, or which provide goods or services primarily to travelers on a highway, or for which location adjacent to a major

Sec. 62-70. - Bulk standard—Residential Districts.

No structure or lot shall be developed, used or occupied unless it meets the minimum lot frontage, lot area, yard requirements, height limits and other dimensional standards set forth in the following table:

RESIDENTIAL DISTRICT BULK STANDARDS

Bulk Standards	A-1	R-1	R-1A (9)	R-1B (8)	R-2 ⁽³⁾	R-3 ⁽³⁾	R-MH	R-E	RH-1
Minimum lot area (sq. ft.)	35 acres	10,000	6,000	6,000	10,000	None	6,000	None	1 acre
Minimum lot width (ft.)	-	80	50	50	80	80	50	80	150
Building height (ft.)	35 ⁽¹⁾	35	35	35	35	35	35	35	35
Yards ⁽⁷⁾⁽¹⁰⁾									
Front yard (ft.)	-	25	25	20 ⁽⁶⁾	25	25 or 35	25	25	40
Front yard with snout garage ⁽²⁾	-	30	30	20	30	25 or 35	30	30	40
Side yard (ft.)									
One story building	6	6	7	7	8	8	6	8	10
Both sides combined	14	14	14	14	18	20	14	20	20
Two story building	7	7	7	7	8	10	7	10	10

Both sides combined	18	18	14	14	18	20	18	25	20
Reversed corner	25	25	25	15	25	25 or 30	15	25	40
Rear yard (ft.)	30	30	30	30 or 40	30	35	25	30	50
Usable open space per dwelling unit (sq. ft.)	-	1,300	1,000	1,000	750	500	1,000	500	4,000
Minimum lot area per dwelling unit (sq. ft.)	-	10,000	6,000	6,000	5,000	5,445	6,000	4,356	1 acre
As conditional use	-	10,000	6,000	6,000	5,000	2,904	6,000	2,178	1 acre
Parking spaces required per dwelling unit (sq. ft.)									
Efficiency		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
One bedroom	-	2.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0
Two bedrooms	-	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Three bedrooms	-	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Four+ bedrooms	-	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum landscaping points ⁽⁵⁾									

Per 100 ft. of bldg. foundation					50		45	
Per 1,000 sq. ft. gross floor area					20		20	
Per 100 ft./street frontage					50		45	
Per 10,000 sq. ft. of paved area					100		90	

- (1) Barns, sheds, silos and other farm buildings shall not exceed in height twice their distance from the nearest lot line; however, these buildings have to be setback at least 60 feet from the street and no closer than 100 feet from the property line of adjacent properties, if those properties are located in a Residence District.
- (2) Attached garages that are closer to a street than any other portion of structure are snout garages.
- (3) R-2 and R-3 Districts allow zero lot line duplexes of 5,000 square feet minimum lot area and a 40 feet minimum lot width, with side yard setback requirements of eight feet for a one-story structure and ten feet for a two-story structure.
- (4) Twenty-five feet applies to lots if no motor vehicle garage door opening faces street side; 35 feet applies if motor vehicle garage door opening faces street side.
- (5) See Appendix B, Village of McFarland Landscaping Standards.
- (6) The front yard is the same as the street yard.
- (7) All yards abutting upon navigable waterways set back at least 40 feet unless superseded by Wisconsin Department of Natural Resources or Dane County regulations.
- (8) Twenty-five feet applies to street side with no motor vehicle garage door opening; 30 feet applies to street side with a motor vehicle garage door opening.

(9) The side yard setback amendments enacted by Ordinance No. 2014-13 shall apply only to property for which a new home construction permit is issued after December 11, 2014.

(10) All yards in the RH-1 District abutting a collector or arterial street shall be set back 60 feet from the property line.

(Code 1998, § 13-1-49; Ord. No. 2003-03, § 1(13-1-49), 3-24-2003; Ord. No. 2005-08, § 1, 4-25-2005; Ord. No. 2011-06, § 3, 5-23-2011; Ord. No. 2014-13, § 1, 10-27-2014; Ord. No. 2018-02, § 9, 1-22-2018)



PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Fire/EMS

CONTACT: Chris Dennis, Chief

AGENDA ITEM: Discussion and action regarding Ordinance #2019-16: an ordinance amending the fire prevention and protection code.

PREVIOUS ACTION:

The Public Safety Committee met on August 14, 2019 and following discussion unanimously recommended approval of the revisions to ordinance.

ISSUE SUMMARY:

Certain changes to the Fire Prevention Code are recommended in order to bring our ordinances in line with State Statutes and other fire prevention standards that have changed over time. A summary memo is provided by the Chief within your packet plus the proposed changes.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

Chapter 26 - Fire Prevention and Protection

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:

1. Prevention Code Proposed Changes Background
2. Ordinance 2019-16 - Amending the Fire Prevention and Protection Code



McFarland Fire & Rescue Department

5915 Milwaukee Street • PO Box 110 • McFarland, WI 53558-0110

(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

August 8, 2019

Re: Proposed revisions to Chapter 26 Fire Prevention and Protection

The Fire & Rescue Department has noticed items conflicting between the building codes and the fire prevention code. The Department would like to align the codes to allow simplified enforcement. The fire prevention code does require modification to align with the 2011 Wisconsin Act 21 which prohibits municipalities from enacting more restrictive building ordinances. Additionally, the Department has been receiving complaints of open burning during the last several years. The modifications being proposed will strengthen the requirements on prohibiting outdoor burning while preserving the ability of individuals to utilize outdoor fireplaces and fire pits.

- Sec. 26-80 (b) (6) – Added language to be more consistent to adjoining urban municipalities and reduce possible complaints from neighboring property owners.
- Sec. 26-82 (a) & (c) – Modification to align with current building code and planned adoption of International Fire Code (IFC) for fire prevention code to allow gas grilles on fire sprinkler protected decks and balconies of multi-family buildings while keeping other fuel grills not permitted.
- Sec. 26-83 (b) & (c) – Elimination of adoption of NFPA codes referenced in Wis. Admin. Codes and adopting IFC as referenced in Wis. Admin. Codes as the model fire prevention code instead of NFPA 1
- Sec. 26-83 (d) – Addition of the IFC Appendix D as a standard for site development providing consistent guidelines for developers.
- Sec. 26-113 – Eliminated due to conflict with 2011 Wis. Act 21
- Sec. 26-114 – Not required and eliminated due to conflict with 2011 Wis. Act 21

- Sec. 26-115 - Not required and eliminated due to conflict with 2011 Wis. Act 21
- Sec. 26-116 – Eliminated due to conflict with 2011 Wis. Act 21
- Sec. 26-117 – Eliminated due to conflict with 2011 Wis. Act 21
- Sec. 26-118 (e) – Eliminated due to conflict with 2011 Wis. Act 21
- Sec. 26-119 – Eliminated due to conflict with 2011 Wis. Act 21
- Sec. 26-120 – Combined in to Sec. 26-146
- Sec. 26-121 – Modification to eliminate confusion with updating NFPA codes not in sequence of Wis. Admin Codes
- Sec. 26-146 – Modified to include all new commercial building as previously was only fire sprinkler protected buildings and previously was majority of commercial buildings.



Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland

ORDINANCE 2019-16

AN ORDINANCE AMENDING THE FIRE PREVENTION AND PROTECTION CODE

Purpose: To update the Fire Prevention and Protection Code to comply with Wisconsin Law, and to amend restrictions regarding open burning.

Sponsor: Chief Christopher C. Dennis, Fire & Rescue Department

Recommended Referral: Public Safety Committee

Public Hearing: Not Required

WHEREAS, the Public Safety Committee has reviewed and approved changes to the Fire Prevention and Protection Code proposed by the Fire & Rescue Department Chief; and,

WHEREAS, the proposed changes align with State Law and provide additional protections regarding outdoor burning; and,

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

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

1. Chapter 26 of the McFarland Municipal Code – Fire Prevention and Protection, is amended to reflect the changes depicted in the attached Exhibit A to this ordinance.

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

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-
Treasurer

ORDINANCE 2019 -16	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL	
VOTING RECORD	
Adrian	Kolk
Brassington	Lytle
Utter	Kryzenske
Czebotar	
VOTING	
RESULTS	
Motion Carried	
Motion Defeated:	

Chapter 26 - FIRE PREVENTION AND PROTECTION

ARTICLE I. - IN GENERAL

Secs. 26-1—26-39. - Reserved.

ARTICLE II. - ADMINISTRATION^{[1][1]}

Footnotes:

--- (1) ---

State Law reference— Fire department, Wis. Stats. § 61.65(2); mutual assistance, Wis. Stats. §§ 66.0314(1)(c), 66.03125; arson investigation, Wis. Stats. § 165.55; firefighting service, Wis. Stats. § 213.01 et seq.

DIVISION 1. - GENERALLY

Sec. 26-40. - Goals of the fire defense program.

- (a) The primary objective of the fire defense program is to serve all citizens, without prejudice or favoritism, by safeguarding, collectively and individually, their lives against the effects of fires and explosions.
- (b) The second objective of the fire defense program is to safeguard the general economy and welfare of the community by preventing major conflagrations and the destruction by fire of industries and businesses.
- (c) The third objective of the fire defense program is to protect the property of all citizens against the effects of fire and explosions. All property deserves equal protection regardless of location or monetary value.

(Code 1998, § 5-2-1(d); Ord. No. 2013-14, § 36, 11-11-2013)

Editor's note— Section 36 of Ord. No. 2013-14, adopted Nov. 11, 2013, renumbered former § 26-42 as § 26-40.

Sec. 26-41. - Duty of bystanders to assist.

Every person who shall be present at a fire shall be subject to the orders of the Fire Chief or officer in command and may be required to render assistance or in removing or guarding property. Such officer shall have the power to cause the arrest of any person refusing to obey said orders.

(Code 1998, § 5-2-9; Ord. No. 2013-14, § 45, 11-11-2013)

Editor's note— Section 45 of Ord. No. 2013-14, adopted Nov. 11, 2013, renumbered former § 26-52 as § 26-41.

State Law reference— Assistance at fires, Wis. Stats. § 213.095(2).

Secs. 26-42—26-53. - Reserved.

DIVISION 2. - RESERVED^{[2][2]}

Footnotes:

--- (2) ---

Editor's note— Ord. No. 2013-14, §§ 33—35, 37—44, 46, adopted Nov. 11, 2013, repealed former Div. 2, Fire Department, §§ 26-40, 26-41, 26-43—26-47, 26-49—26-51, 26-53, which pertained to Fire Department recognized, appropriations, compensation, organization and membership, powers and duties of the Fire Chief, department equipment, impeding fire equipment prohibited, fire inspection duties, damaging fire hose prohibited, parking by hydrants; blocking fire lanes, adjacent property, vehicles to yield right-of-way, and derived from the 1998 Code §§ 5-2-1(a)—(c), (e), 5-2-2—5-2-5, 5-2-6(b)—5-2-10. Subsequently, Ord. No. 2013-20, § 2, adopted Dec. 9, 2013, repealed § 26-48, which pertained to police power of the Fire Chief, and derived from the 1998 Code, § 5-2-6(a).

Secs. 26-54—26-79. - Reserved.

ARTICLE III. - FIRE PREVENTION CODE

DIVISION 1. - GENERALLY

Sec. 26-80. - Open burning.

- (a) *Prohibited.* No person, firm or corporation shall build any outdoor fire within the corporate limits of the Village excepting as set forth in Subsection (b) of this Section. This prohibition on burning includes burning of construction waste and debris at construction sites.
- (b) *Exceptions.*
- (1) Outdoor cooking over a fire contained in a device or structure designed for such use is permissible;
 - (2) Controlled burning of grass or similar vegetation for environmental management purposes, with the prior written approval of the Fire/EMS Chief, may be permitted; this exception is not to be used for the burning of grass, leaves or other lawn debris;
 - (3) Ceremonial campfire or bonfires, with prior written approval of the Fire/EMS Chief, may be permitted;
 - (4) Other occasions of desirable outdoor burning not specified by this Subsection, but not as an alternative to refuse removal or disposal of which other methods are available, may be granted single occasion approval as in Subsections (b)(2) and (b)(3) of this Section;
 - (5) Any person desiring to burn wood, ~~grass, brush~~ or other combustible material shall apply to the Fire/EMS Chief. Any person obtaining a permit to burn shall follow the instructions and directions prescribed by said Fire/EMS Chief and shall permit said Fire/EMS Chief or designee to come upon the property in order to exercise the supervisory function. Whenever approval and special permit are granted by the Fire/EMS Chief under this Section, the permit may specify and be conditioned on observance of safety restrictions and insurance requirements set forth therein;
 - (6) Campfires and fire pits burning untreated firewood only (not construction materials) that do not unreasonably disturb neighbors ~~and are attended at all times by an adult at least 18 years old. Campfires and fire pits must be 10 feet or more from any lot line, utility pole or overhead wire. Properties with commercial buildings and residential buildings containing three or more dwellings units are permitted only with a listed fire pit or fireplace with a spark arrestor.~~
- (c) *Chief may prohibit.* The Fire/EMS Chief may prohibit any or all bonfires and outdoor fires when atmospheric conditions or local circumstances make such fires hazardous.
- (d) *Burning on streets.* No materials may be burned upon any street, curb, gutter or sidewalk.
- (e) *Liability.* Persons utilizing and maintaining outdoor fires shall be responsible for any liability resulting from damage caused by such person's fire.

(Code 1998, § 5-2-11; Ord. No. 2013-14, §§ 47—49, 11-11-2013)

Sec. 26-81. - Reserved.

Editor's note— Section 50 of Ord. No. 2013-14, adopted Nov. 11, 2013, repealed § 26-81, which pertained to Fire Department highway response fees, and derived from Ord. No. 2006-06, § 1(5-2-12), adopted Feb. 27, 2006.

Sec. 26-82. - Use and storage of grills and other outdoor cooking stoves.

- (a) ~~(a)~~ — *Location of use regulated.*

- (1) No person shall light or otherwise ignite any barbecue grill, hibachi or other stove designed for outdoor use, ~~powered by charcoal, whether powered by charcoal, liquid propane gas or any~~

~~other heating source~~, at any location less than 15 feet from any exterior wall of any structure containing three or more residential dwelling units.

~~(4)(2) No person shall light or otherwise ignite any barbecue grill, hibachi or other stove designed for outdoor use, powered by liquid propane gas or natural gas, at any location less than 15 feet from any exterior wall of any structure containing three or more residential dwelling units unless the structure, including decks, patios and balconies, is protected by a fire sprinkler system.~~

(b) *Storage of grills and other outdoor cooking stoves.* The following regulations shall apply to the storage of grills and other outdoor cooking stoves within any structure containing three or more residential dwelling units or any accessory building thereto. No grill powered by liquid propane gas shall be placed inside a garage, basement or any other indoor location unless the liquid propane gas supply source is disconnected from the heat and/or flame producing portion of the grill. No person shall knowingly place a grill containing smoldering charcoal or hot ashes inside a garage, basement or other indoor location.

~~(c) *Storage of LP gas containers.* The standards set forth in NFPA 58-3.4.9.2 are hereby adopted by reference. Containers having water capacities greater than 2½ pound (1Kg) (nominal one pound (0.5 Kg)) LP gas capacity shall not be placed on a balcony, patio, or any other location less than 15 feet from any exterior wall of any structure containing three or more residential dwelling units.~~

(dc) *Penalty.* Any person violating the provisions of this Section shall be subject to a penalty as provided in Section 1-16.

(Code 1998, § 5-3-5)

Sec. 26-83. - Adoption of fire prevention standards.

(a) The following Chapters of the Wisconsin Administrative Code, as set forth therein and as amended from time to time, are hereby adopted by reference and incorporated as fully as if set forth at length as part of the Fire Prevention Code of the Village:

- (1) Wis. Admin. Code Ch. SPS 303, Petition for Variance Procedures;
- (2) Wis. Admin. Code Ch. SPS 305, Licenses, Certifications and Regulations;
- (3) Wis. Admin. Code Ch. SPS 307, Explosive Materials;
- (4) Wis. Admin. Code Ch. SPS 308, Mines, Pits and Quarries;
- (5) Wis. Admin. Code Ch. SPS 310, Flammable and Combustible Liquids;
- (6) Wis. Admin. Code Ch. SPS 314, Fire Prevention;
- (7) Wis. Admin. Code Ch. SPS 316, Electrical;
- (8) Wis. Admin. Code Ch. SPS 318, Elevators, Escalators and life devices;
- (9) Wis. Admin. Code Ch. SPS 328, Smoke Detectors;
- (10) Wis. Admin. Code Ch. SPS 330, Fire Department Safety and Health;
- (11) Wis. Admin. Code Ch. SPS 334, Amusement Rides and Attractions;
- (12) Wis. Admin. Code Ch. SPS 335, Infectious Agents;
- (13) Wis. Admin. Code Ch. SPS 340, Gas Systems;
- (14) Wis. Admin. Code Ch. SPS 341, Boiler and Pressure Vessels;
- (15) Wis. Admin. Code Ch. SPS 343, Anhydrous Ammonia;
- (16) Wis. Admin. Code Ch. SPS 345, Mechanical Refrigeration;
- (17) Wis. Admin. Code Ch. SPS 361—366, Wisconsin Commercial Building Code;
- (18) Wis. Admin. Code Ch. SPS 375—379, Buildings Constructed Prior to 1914;

- (19) Wis. Admin. Code Ch. SPS 390, Public Swimming Pools.
- (b) The *International Fire Code*®, subject to modifications by the Wisconsin Administrative Codes and as specified in this Chapter. The edition of the *International Fire Code*® adopted herein shall be the edition adopted by Wisconsin Administrative Code Chapter SPS 361.
- (C) The *International Fire Code*®, as referenced in this Chapter, is adopted as the Alternate Model Fire Code in accordance with Wisconsin Administrative Code Chapter SPS 314.001.
- (d) Appendix D of the adopted edition of the International Fire Code for fire apparatus access roads.
- ~~(b) The following standards of the National Fire Prevention Association are hereby adopted by reference and incorporated as fully as if set forth at length as part of the Fire Prevention Code of the Village:~~
- ~~(1) NFPA 1, Uniform Fire Code, 2009 Edition;~~
 - ~~(2) NFPA 10, Portable Fire Extinguishers, 2007 Edition;~~
 - ~~(3) NFPA 13, Standard for the Installation of Sprinkler Systems, 2007 Edition;~~
 - ~~(4) NFPA 13D, Standards for the Installation of Sprinkler Systems in One and Two Family Dwellings and Mobile Homes, 2007 Edition;~~
 - ~~(5) NFPA 13E, Recommended Practice for Fire Department Operation in Properties Protected by Sprinkler and Standpipe Systems, 2005 Edition;~~
 - ~~(6) NFPA 13R, Sprinkler Systems in Residential Occupancies Up to and Including Four Stories in Height, 2007 Edition;~~
 - ~~(7) NFPA 14, Standard for the Installation of Standpipe and Hose System, 2007 Edition;~~
 - ~~(8) NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection, 2007 Edition;~~
 - ~~(9) NFPA 16, Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems, 2007 Edition;~~
 - ~~(10) NFPA 17, Standard for Dry Chemical Extinguishing Systems, 2009 Edition;~~
 - ~~(11) NFPA 17A, Standard for Wet Chemical Extinguishing Systems, 2009 Edition;~~
 - ~~(12) NFPA 24, It is Standard for Installation of Private Fire Service Mains and Their Appurtenances, 2007 Edition;~~
 - ~~(13) NFPA 25, Standard for the Inspection, Testing and Maintenance of Water Based Fire Protection Systems, 2008 Edition;~~
 - ~~(14) NFPA 30, Flammable and Combustible Liquids Code, 2008 Edition;~~
 - ~~(15) NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages, 2008 Edition;~~
 - ~~(16) NFPA 31, Standard for the Installation of Oil Burning Equipment, 2006 Edition;~~
 - ~~(17) NFPA 33, Standard for Spray Application Using Flammable and Combustible Liquids, 2007 Edition;~~
 - ~~(18) NFPA 58, Liquefied Petroleum Gas Code, 2008 Edition;~~
 - ~~(19) NFPA 70, National Electrical Code, 2008 Edition;~~
 - ~~(20) NFPA 72, National Fire Alarm Code, 2007 Edition;~~
 - ~~(21) NFPA 80, Standard for Fire Doors and Other Opening Protectives, 2007 Edition;~~
 - ~~(22) NFPA 75, Standard for the Protection of Information Technology Equipment, 2009 Edition;~~
 - ~~(23) NFPA 101, Life Safety Code, 2009 Edition.~~

(Code 1998, § 5-3-1; Ord. No. 2013-14, § 51, 11-11-2013)

Sec. 26-84. - Applicability of Fire Prevention Code.

- (a) *Applicability.* The Fire Prevention Code of the Village shall be applicable in its scope and intent to the multifamily, commercial and industrial zones of the Village Zoning Code, as well as multifamily, commercial and industrial uses found in properties with other zoning classifications in the Village.
- (b) *Existing conditions.* The Fire Prevention Code of the Village shall apply equally to new and existing conditions, except that existing conditions not in strict compliance with the terms of the Fire Prevention Code shall be permitted to continue where the existing conditions do not constitute an exceptional hazard to life or adjoining property, and as further set forth in specific provisions of the Fire Prevention Code.
- (c) *Fire sprinkler regulations.* The automatic fire sprinkler regulations found in Division 2 of this Article shall be considered a part of the Fire Prevention Code of the Village.
- (d) *Additions to and remodeling of existing buildings.* Where an existing building is remodeled or expanded, the following requirements shall apply:
 - (1) The entire building shall be made to conform with the requirements of Division 2 of this Article if more than 50 percent of the gross interior area of the building is remodeled or added to the building. In applying this percentage, successive additions, if made within a period of 20 years, shall be aggregated and treated as a single addition.
 - (2) Only the addition or remodeled area shall be made to conform with the requirements of Division 2 of this Article if 25 percent to 50 percent of the gross interior area of the building is remodeled or added to the building. In applying this percentage, successive additions, if made within a period of 20 years, shall be aggregated and treated as a single addition.
 - (3) The requirements of Division 2 of this Article need not be satisfied if less than 25 percent is remodeled or added to the gross interior area of the building, unless the addition involves additional dwelling units.
 - (4) Regardless of the percentages set forth herein, if the addition or remodeling is for uses set forth in Section 26-116(d), (e), (f), (g) or (h), the addition or remodeled area shall conform to the requirements of this Section.
 - (5) These requirements shall not apply if the building being remodeled or expanded contains less than 7,000 square feet of gross interior area upon completion of the addition or remodeling project.
 - (6) Any party who feels that strict adherence to this Section would cause undue hardship or create conditions causing greater harmful effects than the conditions existing without compliance with this Section may request a variance from the requirements of this Section. Such requests shall be made to the Village Board. Other than the processing by the Village Board, the application, hearing and decision process for any variance requested shall be as set forth in Chapter 62, Article II, Division 5.

(Code 1998, § 5-3-7)

Secs. 26-85—26-111. - Reserved.

DIVISION 2. - AUTOMATIC FIRE SPRINKLER SYSTEMS

Sec. 26-112. - Scope.

Automatic sprinkler systems shall be installed and maintained in operable condition ~~in~~ for all construction covered by this Chapter and as set forth in Section 26-84.

(Code 1998, § 15-1-21(a))

~~Sec. 26-113. — Installation.~~

~~Except for one and two family dwellings, the installation of any automatic fire sprinkler systems shall be completed in accordance with the National Fire Protection Association standards adopted in Section 26-83(b).~~

(Code 1998, § 15-1-21(b))

~~Sec. 26-114. — Monitoring requirements.~~

~~New automatic sprinkler systems installed under this Chapter shall be monitored by an approved central station monitoring service, except in the following occupancies:~~

- ~~(a) — One and two family dwellings or mobile homes.~~

(Code 1998, § 15-1-21(c))

~~Sec. 26-115. — Maintenance; annual inspection.~~

~~All automatic sprinkler systems shall be properly maintained for efficient service as specified in National Fire Protection Association Pamphlet 25.~~

(Code 1998, § 15-1-21(d))

~~Sec. 26-116. — Where required.~~

~~Automatic sprinkler systems shall be installed and maintained in operable condition in the following occupancies and locations:~~

- ~~(a) — Within all new factories, workshops, office buildings, mercantile establishments, warehouses, passenger terminals, exhibition buildings and places of public assembly with less than a 100-person occupant load:
 - ~~(1) — Where the building is of type I.A or I.B fire resistive construction and is 10,000 square feet or more in total area;~~
 - ~~(2) — Where the building is of type II.A, II.B, III.A, III.B, IV, V.A, or V.B non-fire resistive construction and is 7,000 square feet or more in total area; or~~
 - ~~(3) — Buildings of three interior stories or more in height regardless of area.~~~~
- ~~(b) — Within new repair garages, motor vehicles storage garages and body shops;
 - ~~(1) — Where the building is of type I.A or I.B fire resistive construction, and is 10,000 square feet or more in total area;~~
 - ~~(2) — Where the building is of type II.A, II.B, III.A, III.B, IV, V.A, or V.B non-fire resistive construction, and is 7,000 square feet or more in total area;~~
 - ~~(3) — Where the building has three interior stories or more in height regardless of area; or~~
 - ~~(4) — In any basement or sub-basement if a vehicle can be parked therein.~~~~
- ~~(c) — Within the following residential occupancies:
 - ~~(1) — Multiple family dwellings, apartment buildings, townhouses, condominiums, hotels, motels, dormitories, fraternities, sorority houses and other places of abode except one and two family dwellings:
 - ~~a. — New residential buildings having three interior stories or less in height or having no more than four living units shall have sprinklers installed in the basements, crawl spaces, stairways and corridors.~~~~~~

- ~~b. New residential buildings with more than three interior stories in height or containing more than a total of four living units shall be protected by an automatic sprinkler system installed throughout the building regardless of size or type of construction.~~
- ~~c. New residential buildings with no common interior area shall have a separate heated room for the sprinkler system riser. The room shall be provided with direct access to the outside of the building for use by Fire and Emergency Medical Services Department personnel.~~
- ~~(2) Automatic sprinkler systems are not required in one and two family dwellings, but when installed shall meet the following requirements:~~
 - ~~a. Any installation of an automatic sprinkler system within a one or two family dwelling shall be installed in accordance with National Fire Protection Association Pamphlet 13D.~~
 - ~~b. Automatic sprinkler systems installed within one and two family dwellings shall have two plans submitted to the Fire and Emergency Medical Services Department for review and conditional approval.~~
 - ~~c. Residential quick response sprinkler heads are to be used in buildings of this type.~~
 - ~~d. The installation of the sprinkler system shall be inspected by the Fire and Emergency Medical Services Department prior to enclosing of wall and ceiling spaces.~~
 - ~~e. A hydrostatic test shall be conducted on the system in the presence of the Fire Inspector.~~
 - ~~f. A final inspection by the Fire and Emergency Medical Services Department shall be conducted prior to placing the system in service.~~
- ~~(d) New theaters and buildings of public assembly over 100-person occupancy. Automatic sprinklers shall be installed throughout such buildings regardless of size or type of construction.~~
- ~~(e) New health care facilities including hospitals, nursing homes, convalescent and group care centers. Automatic sprinklers shall be installed throughout such buildings regardless of size or type of construction.~~
- ~~(f) New detention and correctional facilities. Automatic sprinklers shall be installed throughout the building regardless of size or construction.~~
- ~~(g) New schools, colleges and universities.~~
 - ~~(1) Where the building is of type I.A or type I.B fire resistive construction, and is 10,000 square feet or more in total area, automatic sprinklers shall be installed throughout the building.~~
 - ~~(2) Where the building is of type II.A, II.B, III.A, III.B, IV, V.A, or V.B type of construction, automatic sprinklers shall be installed throughout the building.~~
- ~~(h) High hazard occupancy. Throughout any new building that by reason of its construction or combustible occupancy is deemed a severe life or property hazard by the Fire/EMS Chief. This includes, but shall not be limited to:~~
 - ~~(1) Aircraft/helicopter hangers, aircraft/helicopter servicing.~~
 - ~~(2) Dry cleaning establishments using or storing volatile or flammable liquids.~~
 - ~~(3) Enameling or Japanning operations.~~
 - ~~(4) Mills.~~
 - ~~(5) Paint and varnish: manufacturing, storage, handling, spraying or other related operations.~~
 - ~~(6) Pyroxylin products.~~
 - ~~(7) Smokehouses.~~

- ~~(8) Storage of combustible and flammable gasses such as acetylene, hydrogen, liquid propane, etc., in excess of 1,000 cubic feet.~~
- ~~(9) Storage of combustible and flammable liquids such as kerosene, oil, gasoline, etc., in excess of 500 gallons.~~
- ~~(10) Chemical works.~~
- ~~(11) Warehouses with materials piled 15 feet or more in height.~~
- ~~(12) Explosive and pyrotechnic manufacturing and storage.~~
- ~~(13) Basements over 2,500 square feet and containing combustible materials or storage within.~~

(Code 1998, § 15-1-21(e); Ord. No. 2013-14, §§ 52—56, 11-11-2013)

Note— Classification of construction is determined under Wis. Admin. Code § Comm. 51.03.

~~Sec. 26-117. Exceptions.~~

~~Automatic fire sprinkler systems are not required in the following:~~

- ~~(a) Rooms or buildings used for the manufacture or storage of aluminum powder, calcium carbide, calcium phosphide, metallic sodium or potassium, quick lime, magnesium powder, sodium peroxide or like materials where the application of water may cause or increase combustion.~~
- ~~(b) Any location where the Fire Chief determines that the use of water as a fire extinguishing agent would increase the hazard. However, an automatic fire suppression system using an extinguishing agent other than water, or an automatic smoke detection system, shall be installed.~~
- ~~(c) One and two family dwellings.~~
- ~~(d) In new factories, workshops, office buildings, mercantile establishments, warehouses, passenger terminals, exhibition buildings, places of public assembly with less than a 100-person-occupant load, and new repair garages, motor vehicle storage garages and body shops, if:

 - ~~(1) The building is of type I.A or I.B fire resistive construction and is less than 10,000 square feet in total area.~~
 - ~~(2) The building is of type II.A, II.B, III.A, III.B, IV, V.A, or V.B non-fire resistive construction and is less than 7,000 square feet in total area.~~~~

(Code 1998, § 15-1-21(f))

Sec. 26-118. - Plan review; installation; inspection.

- (a) *Approval of plans required.* No automatic sprinkler equipment shall be installed or altered in any building until plans have been submitted to and reviewed by the Fire and Emergency Medical Services Department. Three copies of the plans and specifications shall be submitted for review. Conditionally approved plans shall be stamped with the date of review. One copy shall be returned to the owner; two retained by the Fire and Emergency Medical Services Department for field use and property file reference.
- (b) *Plans.* Plans for sprinkler systems (including drawings, diagrams as needed) shall be submitted to the Fire and Emergency Medical Services Department for review and conditional approval. Plans shall be conditionally approved prior to any installation or construction.
- (c) *Calculations.* Calculations shall be submitted with all plans. In the event a pipe schedule is used, a written report with verified pressure information shall be submitted. The engineer completing such calculations shall stamp and sign the report.
- (d) *Installation and inspection services required.*

- (1) The installation of underground piping shall be inspected by the Fire and Emergency Medical Services Department prior to being covered.
- (2) The installer shall provide advance notice to the Fire and Emergency Medical Services Department for any required installation inspection.

~~(e) System requirements. All required building automatic sprinkler systems shall comply with the following, provided existing systems not in compliance on the effective date of the ordinance from which this Section is derived shall have 12 months to come into compliance.~~

~~(1) System drain. The building automatic sprinkler system shall have a drain piped to the outside of the building or to a drain suitable to handle the required flows.~~

~~(2) Inspector's test valve. The system shall have an inspector's test valve piped so as to discharge to the outside of the building.~~

~~(3) Alarm bells or horns. Alarm bells or horns shall be installed on all systems. One bell or horn shall be installed on the inside of the building and a second bell or horn installed on the outside of the building. The sprinkler alarm shall be tied into the building alarm system in buildings equipped with a local alarm system.~~

(ef) *Acceptance test.* The sprinkler system shall have a hydrostatic test performed by the installer in the presence of the Fire and Emergency Medical Services Department Inspector. The sprinkler system shall be tested by flows of the main drain and inspector's test. The installer shall notify the Fire and Emergency Medical Services Department prior to any test being conducted.

(Code 1998, § 15-1-21(g); Ord. No. 2013-14, §§ 57—59, 11-11-2013)

~~Sec. 26-119. Annual testing.~~

~~A qualified sprinkler technician shall inspect the automatic sprinkler system at least annually. The provisions of National Fire Protection Association Pamphlet 25 shall be used as the inspection criteria.~~

(Code 1998, § 15-1-21(h))

~~Sec. 26-120. Key box required.~~

~~Buildings equipped with an automatic sprinkler system shall be provided with a standard key box of a type approved by the Fire and Emergency Medical Services Department. The key box shall be located in a place approved by the Fire and Emergency Medical Services Department. Properly identified keys to gain access to the building and the building automatic sprinkler system shall be maintained in the key box. Removal of any key by persons other than Fire and Emergency Medical Services Department personnel shall be a violation of this Section.~~

(Code 1998, § 15-1-21(i); Ord. No. 2013-14, § 60, 11-11-2013)

Sec. 26-121. - Reference standards.

NFPA standards. All references to National Fire Protection Association Standards shall refer to the ~~2006~~most current ~~E~~edition unless and until a different version is adopted by the Wisconsin Department of Commerce.

(Code 1998, § 15-1-21(j); Ord. No. 2004-12, § 1, 5-24-2004)

Secs. 26-122—26-140. - Reserved.

DIVISION 3. - DISCLOSURE OF HAZARDOUS MATERIALS AND INFECTIOUS AGENTS, REIMBURSEMENT FOR CLEANUP OF SPILLS

Sec. 26-141. - Application.

- (a) All persons, firms or organizations using, researching or producing hazardous materials and/or infectious agents shall notify the Fire and Emergency Medical Services Department as prescribed by this Section.
- (b) The provisions of this Section shall apply to all persons, firms or organizations using, researching, producing or storing hazardous materials and/or infectious agents on and after the effective date of the ordinance from which this Section is derived.

(Code 1998, § 5-3-2(a); Ord. No. 2013-14, § 61, 11-11-2013)

Sec. 26-142. - Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- (a) *Infectious agent*. A bacterial, mycoplasmal, fungal, parasitic or viral agent known to cause illness in humans, which is used, researched, produced or stored within or on premises.
- (b) *Hazardous materials*. Those materials that can cause death or disabling injury from brief exposure; those materials that could cause a lost-time injury from exposure; and those materials that could cause temporary disability or injury without permanent effects which are used, researched, produced or stored within or on premises except those household consumer products used at the point of consumption and not used for commercial or experimental purposes. This definition of hazardous materials shall include radioactive materials.

(Code 1998, § 5-3-2(b))

Sec. 26-143. - Information required.

- (a) Any person, firm or organization using, researching, producing and/or storing any hazardous materials shall provide in writing to the Fire and Emergency Medical Services Department the following information:
 - (1) The address, location of where hazardous materials are used, researched, stored or produced;
 - (2) The trade name of the hazardous material;
 - (3) The chemical name and any commonly used synonym for the hazardous material and the chemical name and any commonly used synonym for its major components;
 - (4) The exact locations on the premises where materials are used, researched, stored and/or produced;
 - (5) Amounts of hazardous materials on premises per exact location;
 - (6) The boiling point, vapor pressure, vapor density, solubility in water, specific gravity, percentage volatile by volume, evaporation rate for liquids and appearance and odor of the hazardous material;
 - (7) The flashpoint and flammable limits of the hazardous substance;
 - (8) Any permissible exposure level, threshold limit value or other established limit value for exposure to a hazardous material;
 - (9) The stability of the hazardous substance;
 - (10) Recommended fire extinguishing media, special firefighting procedures and fire and explosion hazard information for the hazardous material;
 - (11) Any effect of over-exposure to the hazardous material, emergency and first aid procedures and telephone numbers to call in an emergency;
 - (12) Any condition or material that is incompatible with the hazardous material and must be avoided;

- (13) Any personal protective equipment to be worn or used and special precautions to be taken when handling or coming into contact with the hazardous materials;
- (14) Procedures for handling or coming into contact with the hazardous materials.
- (b) Any person, firm or organization using, researching, producing and/or storing infectious agent and/or carrier of an infectious agent shall provide in writing to the Fire and Emergency Medical Services Department the following:
 - (1) The name and any commonly used synonym of the infectious agent;
 - (2) The address/location where infectious agents are used, researched, stored and/or produced;
 - (3) The exact locations where infectious agents are used, researched, stored and/or produced;
 - (4) Amount of infectious agent on premises per exact locations;
 - (5) Any methods of route of transmission of the infectious agents;
 - (6) Any symptoms of effect of infection, emergency and first aid procedure and a telephone number to be called in an emergency;
 - (7) Any personal protective equipment to be worn or used and special precautions to be taken when handling or coming in contact with the infectious agent;
 - (8) Procedures for handling, clean-up and disposal of infectious agents leaked or spilled.

(Code 1998, § 5-3-2(c); Ord. No. 2013-14, § 62, 11-11-2013)

Sec. 26-144. - Reimbursement for cleanup of spills.

Any person who possesses or controls a hazardous material or infectious agent that was discharged or caused the discharge of a hazardous material or infectious agent shall reimburse the Village for actual and necessary expenses incurred by the Village or its agent to contain, remove or dispose of the hazardous substance or infectious agent or take any other appropriate action that is deemed appropriate under the circumstance.

(Code 1998, § 5-3-2(d))

Sec. 26-145. - Recovery of costs.

- (a) *Compliance with regulations.* Every person, firm or corporation using, storing, handling or transporting flammable or combustible liquids, chemicals, gasses or other hazardous materials shall comply with the requirements of Wis. Admin. Code Ch. Comm. 8 as the same is now in force and may hereafter from time to time be amended.
- (b) *Clean-up costs.* Every person, firm or corporation using, storing, handling or transporting (whether by rail or on the highways) flammable or combustible liquids, chemicals, gasses or other hazardous materials shall be liable to the Village for the actual cost of labor and materials associated with the use of any specialized extinguishing agent, chemical, neutralizer or similar material or equipment employed to extinguish, confine or clean up any such hazardous material that is involved in any accidental spill or in threat of any fire or accidental spill.
- (c) *Inspection of installations or modifications to tanks for flammable or combustible liquids.* See Fee Schedule, Appendix A to this Code.
- (d) *Inspection of closures of tanks for flammable or combustible liquids.* See Fee Schedule, Appendix A to this Code.

(Code 1998, § 5-3-3; Ord. No. 2006-01, § 1, 2-23-2006)

Sec. 26-146. - Key boxes.

- (a) *Required. Newly constructed commercial buildings and residential buildings containing three or more dwelling units, or* ~~When~~ access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for lifesaving or firefighting purposes, the Fire/EMS Chief may require that a key box be installed in an accessible location. The key box shall be a type approved by the Fire and Emergency Medical Services Department and shall contain those keys found to be necessary to provide emergency access.
- (b) *Property owner responsible.* The property owner is responsible to ensure that keys maintained within a key box are those of the current type. When a change of locks within the building is necessary, the Fire and Emergency Medical Services Department shall be notified with new keys placed in the key box.
- (c) *Removal of key prohibited.* Removal of any key by other than Fire and Emergency Medical Services Department personnel shall subject the violator to a penalty as provided in Section 1-16.

(Code 1998, § 5-3-4; Ord. No. 2013-14, § 63, 11-11-2013)

Secs. 26-147—26-175. - Reserved.

DIVISION 4. - FIRE HYDRANTS

Sec. 26-176. - Installation required.

Where the Village water system is available, and any portion of a commercial or industrial building containing 7,000 square feet or more of gross interior area, or a residential building containing more than two dwelling units and containing 7,000 square feet or more of gross interior area, is set back more than 300 feet from the centerline of the nearest abutting public right-of-way, the owner shall install approved fire hydrants at such owner's expense. The set back distances shall be determined by measuring the travel distance from a municipal hydrant along the centerline of a municipal street or private road suitable for travel by fire apparatus.

(Code 1998, § 5-3-6(a))

Sec. 26-177. - Location.

- (a) Hydrants determined to be necessary in accordance with Section 26-176 shall be freestanding and shall be installed not more than 75 feet nor less than 40 feet from the building. One hydrant shall be located at the main entryway to such building or complex. Additional hydrants shall be provided around the perimeter of the building or complex so that no hydrant is more than 400 feet from any other approved hydrant as described in Section 26-176.
- (b) All water mains, hydrants and their location shall be approved by the Fire and Emergency Medical Services Department. The hydrants shall be installed in such a manner and locations so as to be accessible at all times to the Fire and Emergency Medical Services Department.
- (c) Water lines serving hydrants and hydrants shall be located within lands in which the owner grants the Village an access easement for maintenance of the hydrant and water line. Following installation of all water lines and hydrants, the owner shall dedicate such facilities to the Village. Thereafter, the Village shall be responsible for maintenance of these facilities.

(Code 1998, § 5-3-6(b); Ord. No. 2013-14, § 64, 11-11-2013)

Sec. 26-178. - Installed prior to construction.

For new construction, hydrants required by this Division shall be installed and made operable prior to permitting construction to progress beyond the footing and foundation stage.

(Code 1998, § 5-3-6(c))

Sec. 26-179. - Specifications.

All water lines between the municipal water main and approved fire hydrants shall be no less than eight inches inside diameter. All water mains and hydrants shall be installed in compliance with the standards of the Village Public Works Department.

(Code 1998, § 5-3-6(d))

Sec. 26-180. - Blocking of fire hydrants prohibited.

No person shall park any motor vehicle within ten feet of any fire hydrant or otherwise interfere with the accessibility of any fire hydrants by piling, dumping or placing any other obstructive material or object within ten feet of a fire hydrant without first obtaining written permission from the Fire and Emergency Medical Services Department. Any person who shall violate the provisions of this Subsection shall, upon conviction thereof, be subject to a forfeiture pursuant to Section 1-16. Every day during which such interference continues shall constitute a separate offense.

(Code 1998, § 5-3-6(e); Ord. No. 2013-14, § 65, 11-11-2013)

Sec. 26-181. - Marking of fire hydrants.

Fire hydrants shall be marked with the curb painted yellow. The curb shall be painted to produce a 20-foot stripe extending ten feet to each side of the hydrant. Areas without curbs shall have a four inch wide yellow stripe placed on the pavement.

(Code 1998, § 5-3-6(f))

Sec. 26-182. - Applicability.

- (a) Except as hereinafter provided, fire hydrants outside the public right-of-way need not be installed on private property to service buildings constructed prior to January 1, 1997, unless otherwise required by this Section.
- (b) Where an existing building is expanded or remodeled, the following requirements shall apply:
 - (1) If more than 50 percent of the gross interior area of the existing building is added to the building, the owner shall provide fire hydrants in conformity with this Section. In applying this percentage, successive additions, if made within a period of 20 years, shall be aggregated and treated as a single addition.
 - (2) Regardless of the percentage set forth in Subsection (b)(1) of this Section, if the additional area is a high hazard occupancy as set forth in Section 26-116(h), or involves an addition to any building with three or more stories, area of public assembly or theater, or any hospital, nursing home or convalescence center, the property must meet the requirements of this Section.
 - (3) If more than 50 percent of the gross interior area of the building is remodeled into a high hazard occupancy as set forth in Section 26-116(h), or the building contains three or more stories, area of public assembly or theater, or any hospital, nursing home or convalescence center, the property must meet the requirements of this Section.

(Code 1998, § 5-3-6(g))

Sec. 26-183. - Variance.

Any party who feels that strict adherence to this Section would cause undue hardship or create conditions causing greater harmful effects than the conditions existing without compliance with this Section may request a variance from the requirements of this Section. Such requests shall be made to the Village Board. Other than the processing by the Village Board, the application, hearing and decision process for any variance requested shall be as set forth in Chapter 62, Article II, Division 5.

(Code 1998, § 5-3-6(h))



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Aimee Irwin

AGENDA ITEM: Discussion and action regarding the approval of a simplified water rate increase with the Wisconsin Public Service Commission.

PREVIOUS ACTION:

The Public Utilities Committee evaluated this request at its meeting on August 20, 2019, and unanimously recommended its approval.

ISSUE SUMMARY:

Following our financial review of the Water Utility by our Auditor, it was recommended the Village pursue a simplified rate increase in 2019 to help boost rates to keep up with ongoing expenses. The last rate increase by the Village was in October of 2010 and was also a simplified rate increase at 3% (our last full rate case was in 2001). Naturally during almost the last decade our rates have become one of the lowest in Dane County; however, we also incurred debt and other operating expenses in that time as well. The net operating income in 2018 decreased approximately 11% from the previous year due to stagnant to no increases in collected revenue. Furthermore, this led the authorized rate of return to dip to 2.39% for 2018 which is down from 3.19% the previous year and well under the 7.25% formerly authorized by the PSC. The net operating income and rate of return are two indicators the PSC looks at as part of its regulations to provide enough cash flow to ensure the continuity of operations for the utility.

The timeline for this rate increase if approved would be to provide public notice on September 5th and then file on or around September 17th which after a 45 day waiting period make the new rates effective on November 1, 2019. It should also be noted that this change applies exclusively to water rates at this time. Charges for sanitary sewer and stormwater remain unchanged based on this action.

FINANCIAL/BUDGET IMPACT:

The current fixed rate is \$13.91 per customer followed by a usage charge of \$1.93 per thousand gallons of water used. For residential customers that might use 10,000 gallons within a month, they might expect to receive a bill of around \$33.21. An increase of 3% would raise that monthly bill to around \$34.21 or about \$1 more than the previous month and about \$12 for the year per customer. Rates vary though by meter size and property usage.



VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:

1. Email regarding rate increase
2. Email from PSC
3. 2BillingsPerBiMonthly - McFarland Example
4. Email from PSC historial information

Aimee Irwin

From: Aimee Irwin
Sent: Tuesday, August 6, 2019 3:08 PM
To: Matt Schuenke; Jim Hessling; Cassandra Suettinger
Subject: RE: SRC Application Question
Attachments: Message from "RNP002673D3FFA4"

Good Afternoon,

A few updates for everyone on this. Per the PSC we have to pick 1 date that the new rates would be effective (we clarified given that we have 2 cycles in the Village). Based on my conversations with Caselle this will cause some complexity and I'll be emailing them back about the PSC directive. Based on the Simplified Rate Case Application Instructions (see attached), we need to notify our customers first prior to filing the application.

With this information I think we would need to look at a date further out than mid-October for the switch given the need to notify customers first then complete the application process.

Please let me know of any questions.

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

From: Matt Schuenke
Sent: Monday, August 5, 2019 9:58 PM
To: Aimee Irwin <aimee.irwin@mcfarland.wi.us>; Jim Hessling <Jim.Hessling@mcfarland.wi.us>; Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Subject: RE: SRC Application Question

Close enough, that works for me.

From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Sent: Monday, August 5, 2019 12:26 PM
To: Jim Hessling <Jim.Hessling@mcfarland.wi.us>; Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>; Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Subject: RE: SRC Application Question

Afternoon,

If we file on 8/27/19 then a minimum of 45 days (as per the PSC) would be around 10/11/19. I'm going to email Caselle on this because I think the changes in the system are going to be the complicated part of this rate increase. For PSC's purposes a date after 10/11/19 would work as long as the public has been notified.

Thank you,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

From: Jim Hessling
Sent: Monday, August 5, 2019 11:38 AM
To: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>; Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Cc: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Subject: RE: SRC Application Question

Aimee,
Please check with the PSC on a time line starting with an anticipated filing date of August 27. Then we can notify customers with a better start date and hopefully it coincides with the start of the 4th quarter. I thought that I heard we need about 45 days for this although not sure.
Thanks,
Jim

Jim Hessling | Director of Public Works | Village of McFarland | 5115 Terminal Drive | McFarland, WI 53558 |
| 608-838-7287 | jim.hessling@mcfarland.wi.us | Proud member of the WI American Public Works Association



From: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Sent: Monday, August 05, 2019 11:01 AM
To: Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Cc: Aimee Irwin <aimee.irwin@mcfarland.wi.us>; Jim Hessling <Jim.Hessling@mcfarland.wi.us>
Subject: RE: SRC Application Question

Looks like we want to have Public Utilities Committee approve on August 20th followed by Village Board approval on August 26th so I would think you could file it on August 27th then when the approval is granted.

As far as the effective date is concerned, I would align it with the billing cycle as best you can plus out far enough to give people a heads up its coming. Maybe timing it around the beginning of the fourth quarter of 2019?

From: Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Sent: Monday, August 5, 2019 9:08 AM
To: Matt Schuenke <Matt.Schuenke@mcfarland.wi.us>
Cc: Aimee Irwin <aimee.irwin@mcfarland.wi.us>; Jim Hessling <Jim.Hessling@mcfarland.wi.us>
Subject: FW: SRC Application Question

Matt,

Do you know what we are shooting for with these two dates for the simplified rate case?

Cassandra

From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>

Sent: Monday, August 5, 2019 8:57 AM

To: Jim Hessling <Jim.Hessling@mcfarland.wi.us>; Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>

Subject: FW: SRC Application Question

Morning,

Based on the email response below, I'm under the assumption that we could sit down and complete the online application. We would need the two dates below to get started.

Utility Name:

Date Application will be Filed with the PSC:
(MM/dd/yy)

Proposed Effective Date:
(MM/dd/yy)

Industry:

Thank you,

Aimee Irwin

Assistant to the Public Works Director

Village of McFarland

5115 Terminal Drive

McFarland, WI 53558

608.838.2385

From: PSC WaterApp Mail [<mailto:PSCWaterAppMail@wisconsin.gov>]

Sent: Monday, August 5, 2019 8:21 AM

To: Aimee Irwin <aimee.irwin@mcfarland.wi.us>

Subject: RE: SRC Application Question

Hi Aimee,

In order to file a simplified rate case you would not need to gather any information from your accounting firm. Our online application process does all the checks that are needed to see if a utility qualifies for a simplified rate case. The only information the Utility would need to provide is the effective date of the new rates. Also, the Utility would need to decided how/where they are going to post the public notice.

Thank You

Troy

From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>

Sent: Friday, August 2, 2019 11:13 AM

To: PSC WaterApp Mail <PSCWaterAppMail@wisconsin.gov>

Subject: SRC Application Question

Good Afternoon,

The Village of McFarland is looking to complete a simplified rate case and would like a bit more background information before we get started. We are wondering what all information would be required for the application. We may need to work with multiple sources to gather all the information prior to completing the application online (such as gathering information from our accounting firm).

If you could provide us any further guidance prior to us starting this process it would be greatly appreciated.

Thank you,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

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Aimee Irwin

From: PSC WaterApp Mail <PSCWaterAppMail@wisconsin.gov>
Sent: Monday, August 5, 2019 3:55 PM
To: Aimee Irwin
Subject: RE: SRC Application Question
Attachments: 2BillingsPerBiMonthly - McFarland Example.pdf

The docket would have a single effective date. Attached is a PDF that should help visualize this.

Thank You

From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Sent: Monday, August 5, 2019 2:21 PM
To: PSC WaterApp Mail <PSCWaterAppMail@wisconsin.gov>
Subject: RE: SRC Application Question

Good Afternoon,

Another question that arose today is regarding the effective dates. Our Village operates in 2 cycles for billing. Is it possible to make rates effective for 1 cycle on one date and then the 2 cycle on another date? Or would we have to make one effective date for all customers?

Thank you,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

From: PSC WaterApp Mail [<mailto:PSCWaterAppMail@wisconsin.gov>]
Sent: Monday, August 5, 2019 8:21 AM
To: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Subject: RE: SRC Application Question

Hi Aimee,

In order to file a simplified rate case you would not need to gather any information from your accounting firm. Our online application process does all the checks that are needed to see if a utility qualifies for a simplified rate case. The only information the Utility would need to provide is the effective date of the new rates. Also, the Utility would need to decide how/where they are going to post the public notice.

Thank You
Troy

From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Sent: Friday, August 2, 2019 11:13 AM
To: PSC WaterApp Mail <PSCWaterAppMail@wisconsin.gov>
Subject: SRC Application Question

Good Afternoon,

The Village of McFarland is looking to complete a simplified rate case and would like a bit more background information before we get started. We are wondering what all information would be required for the application. We may need to work with multiple sources to gather all the information prior to completing the application online (such as gathering information from our accounting firm—Baker Tilly).

If you could provide us any further guidance prior to us starting this process it would be greatly appreciated.

Thank you,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

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	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar
Billing Cycle 1								
	2 months at old rates		2 months at new rates			2 months at new rates		
Billing Cycle 2								
		1 month at old rates	1 month at new rates	2 months at new rates		2 months at new rates		

Example: 10/1/2019
Effective Date

Aimee Irwin

From: Butzlaff, Kathy - PSC <Kathy.Butzlaff@wisconsin.gov>
Sent: Tuesday, July 30, 2019 1:37 PM
To: Aimee Irwin
Subject: RE: McFarland Public Works--Rate Question

Aimee,

Yes, the Utility has only done one SRC since the last conventional rate case – so rates have only been increased 3%.

Kathy

From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Sent: Tuesday, July 30, 2019 1:29 PM
To: Butzlaff, Kathy - PSC <Kathy.Butzlaff@wisconsin.gov>
Subject: RE: McFarland Public Works--Rate Question

Hello Again,

Are you able to clarify if we would be able to complete a Simplified Rate Case again? I see that in one of the test criteria that the “cumulative increase of all SRCs since the last conventional rate case must not exceed 40 percent.” I’m newer to my role and do not have all the historical data to answer this question.

Thank you for your assistance with this,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

From: Butzlaff, Kathy - PSC [<mailto:Kathy.Butzlaff@wisconsin.gov>]
Sent: Tuesday, July 30, 2019 1:12 PM
To: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Cc: Roades, Jennifer - PSC <Jennifer2.Roades@wisconsin.gov>; Schmidt, Denise - PSC <Denise.Schmidt@wisconsin.gov>
Subject: FW: McFarland Public Works--Rate Question

Hi Aimee,

The rate increase of any type for Mc Farland was a Simplified Rate Case in 2010.

The last Conventional Rate Case was in 2001.

Kathleen Butzlaff
Audit Manager

From: Roades, Jennifer - PSC <Jennifer2.Roades@wisconsin.gov>
Sent: Tuesday, July 30, 2019 12:47 PM
To: Butzlaff, Kathy - PSC <Kathy.Butzlaff@wisconsin.gov>
Subject: FW: McFarland Public Works--Rate Question

Hi again😊

Staff from McFarland are also looking for rate case information. Who should I forward this to?

Jennifer Roades
Executive Staff Assistant
Division of Water Utility Regulation & Analysis
608-267-1201



From: Aimee Irwin <aimee.irwin@mcfarland.wi.us>
Sent: Monday, July 29, 2019 11:46 AM
To: Roades, Jennifer - PSC <Jennifer2.Roades@wisconsin.gov>
Subject: McFarland Public Works--Rate Question

Good Morning Jennifer,

I sent the below email to Denise and it appears she is out of the office. Would you be able to assist me with my question below?

If you have any additional questions please feel free to email me or call me at 608-838-7287.

Thank you,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385



From: Aimee Irwin
Sent: Monday, July 29, 2019 11:42 AM
To: Denise.Schmidt@wisconsin.gov
Subject: McFarland Public Works--Rate Question

Good Morning Denise,

The McFarland Water Utility is in the exploration phase of increasing our rates. We wanted to inquiry about conventional rate increase v. simplified rate increase. Do you happen to know when the utility last completed a conventional rate increase? We were leaning towards completing a simplified rate increase but wanted to clarify for meeting the three criteria.

If you're the incorrect person to clarify this with please let me know.

Thank you,

Aimee Irwin
Assistant to the Public Works Director
Village of McFarland
5115 Terminal Drive
McFarland, WI 53558
608.838.2385

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VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Jim Hessling, Public Works Director

AGENDA ITEM: Discussion and action regarding Change Order 2019-01 for the Main Street Water Main and Road Construction Project in order to replace fire hydrants and complete additional storm sewer improvements.

PREVIOUS ACTION:

The Public Utilities Committee evaluated this request at its meeting on August 20, 2019 and unanimously recommended its approval.

ISSUE SUMMARY:

The Department of Public Works is requesting a change order to facilitate the replacement of approximately 12 additional fire hydrants as part of the Main Street reconstruction project. The hydrants in question are approximately 60 years old which makes the availability of parts virtually non-existent. We do hold onto old hydrants when they go out of service to salvage parts but that supply too is running out. Since this is also a road repaving project, it is necessary to do so now when the road is tore up otherwise we'll have to return later to do so on a relatively new surface. A lot of these hydrants are located in the North Autumn and Timber Lane areas. The Fire and Rescue Department is supportive of this change order.

When the project was conceived it focuses on the work within the roadway including the mains, services, and road surface. It should have also evaluated the hydrants that hook up to these mains given how dated they are. These will be worked into the design part of the project going forward where needed so they are part of the original bid.

The second part of this request is to add additional storm sewer inlets and piping in the area of the Scott Street and Tina intersection. After this project was bid, it was discovered through maintenance work, that the current inlet and piping is not correct which creates a constricted flow when inundated. We are proposing to add additional piping and inlets in order to improve the drainage in the area. This would be the optimal time to correct this and have a better end product with the road paving scheduled at the same time.

FINANCIAL/BUDGET IMPACT:

The total cost of the Change Order for both projects is estimated at \$54,000. The total contingency for the entire project is \$60,000 so some of these funds will be allocated to the



change while the remainder of the funding will come from the respective funds.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

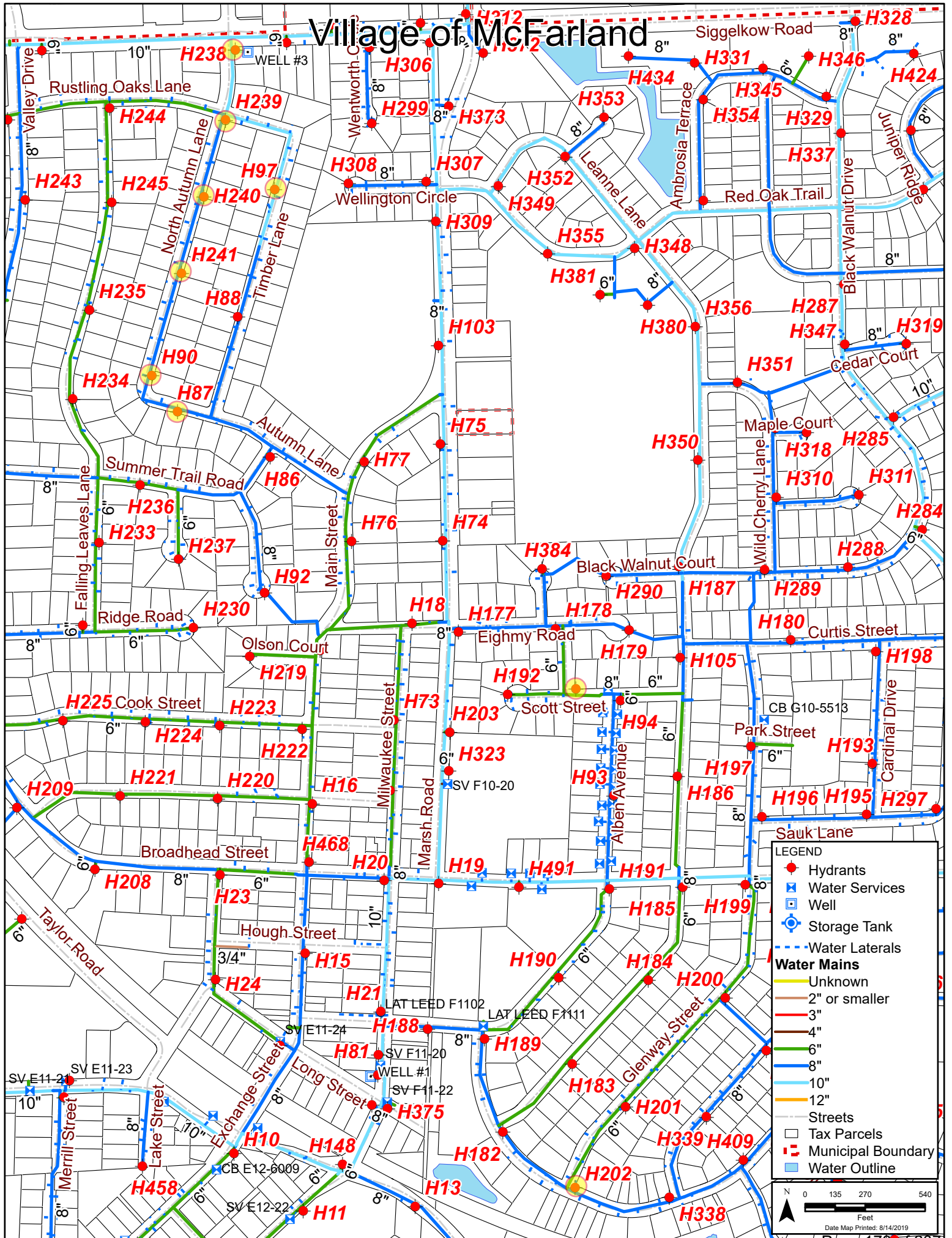
BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

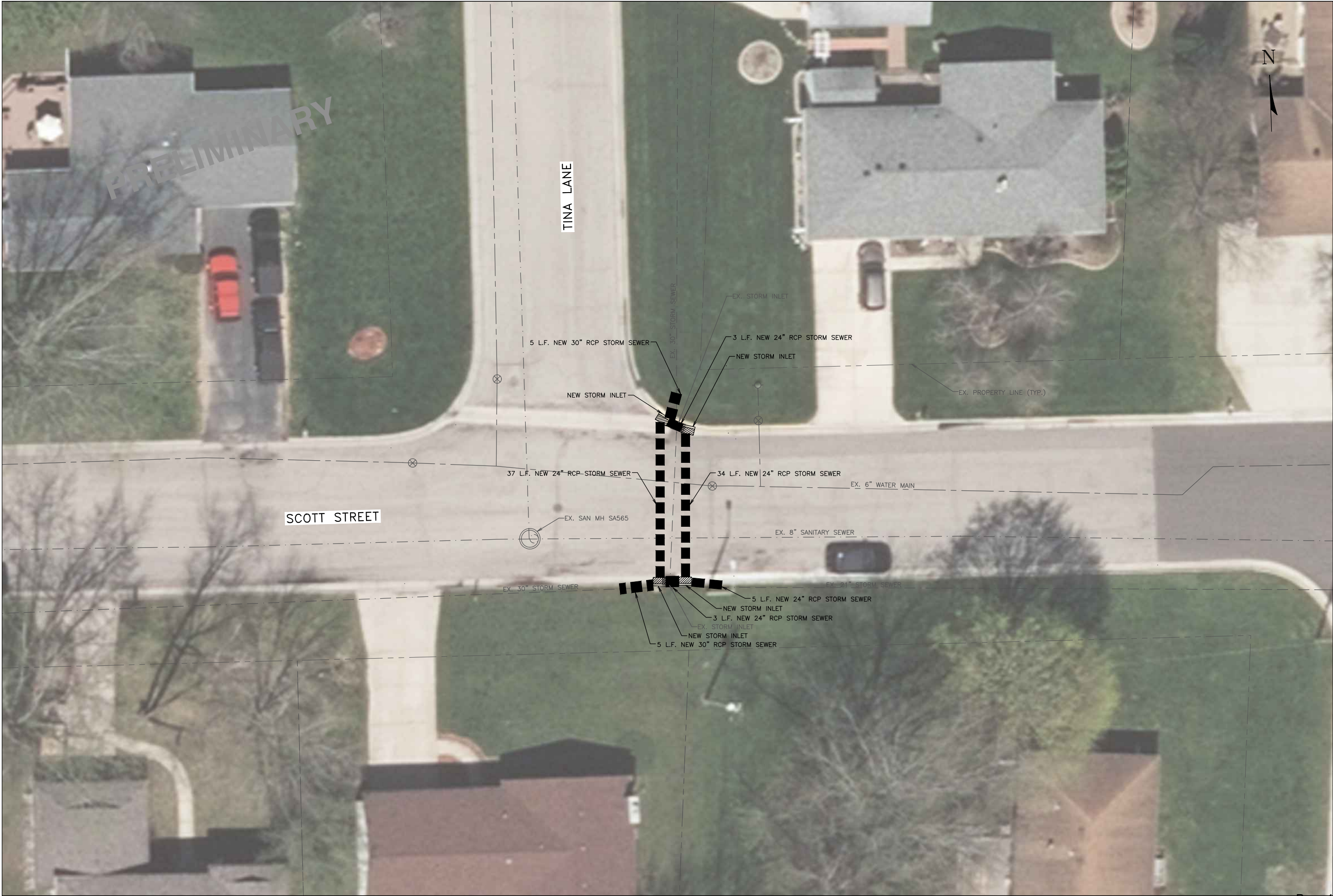
Presented for approval.

ATTACHMENTS:

1. Hydrant Replacement Map
2. MC 148 SHEETS- Scott Street Storm Sewer

Village of McFarland





PRELIMINARY

TINA LANE

SCOTT STREET



2912 Marketplace Drive
Suite 103
Madison, WI 53719
(608) 273-3350
www.tcengineers.net



SCOTT STREET STORM SEWER
IMPROVEMENTS SKETCH

2019 STREET AND UTILITY IMPROVEMENTS
Village of McFarland, Wisconsin

PROJECT NO.:	MC 148
DRAWING SHEETS-	HS DRIVE.DWG
DRAWN BY:	T.J.S.
CHECKED BY:	B.R.B.
DATE:	8-16-19
REVISIONS:	



SHEET:
18



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Outreach

CONTACT: Lori Andersen, Director, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action in order to proceed with contract development between the Village and those municipalities provided senior outreach services within the Focal Point.

PREVIOUS ACTION:

The Senior Outreach Committee met on August 15th to discuss the proposed contract and unanimously recommended the Village Board authorize its use.

ISSUE SUMMARY:

Village Staff under the general direction of the Senior Outreach Committee has been discussing with communities entering into a formal contract for service beginning in 2020. This discussion began last year around this time with the Committee and Village Board as it has been shown the funding provided by communities we provide service as a donation does not always keep up with actual costs. Staff has met with each community within the focal point and discussed this issue with all communities thus far verbally agreeable to working out a resolution to the issues. Enclosed within this packet is a summary of the funding problem and the proposed contract. It is setup to determine payment based on their utilization with a reconciliation process built in, this is a similar arrangement that we have with Fire and Rescue contracts. We will review these points in the meeting.

FINANCIAL/BUDGET IMPACT:

The budgetary impact will better align revenue we receive with where the expenses are associated. As it stands now, we apply more of the tax levy provided by properties in McFarland to cover additional expenses elsewhere since their revenue does not cover all costs. By entering into these agreements and putting together a funding formula rather than donations we will be able to bring that into more acceptable levels.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



The Committee wanted the Village Board to be ok with the terms provided for in the agreement before Staff goes out to implement with the member communities. Action on Monday is to authorize the use of this contract and direct Staff to implement this contract within their community.

ATTACHMENTS:

1. VOM Senior Outreach Services Agreement 08212019 mgs

**CONTRACT FOR SENIOR OUTREACH SERVICES
WITH THE VILLAGE OF MCFARLAND**

This Contract for Services, entered into this _____ day of _____, 2019, by and between the Village of McFarland ("McFarland") and the _____ of _____ ("municipality name"), to become effective January 1, 2020.

WITNESSETH:

WHEREAS, McFarland and _____ seek to promote the welfare of their respective residents through the provision of adequate facilities and programs for the delivery of case management and nutrition based services for the elderly;

WHEREAS, provision of such services should be made on a cost-effective basis without unduly burdening the taxpayers of either community;

WHEREAS, McFarland owns and provides for the operation of case management and nutrition based services through its Senior Outreach Department (the "Department"), which is the focal point as mandated through contract by Dane County for the delivery of services to older adult residents who reside within the prescribed boundaries of the communities served by the Department;

WHEREAS, the provision of those services is intended to assist older adults so that they may remain in their own homes and in their community, and to live as independently as possible; and

WHEREAS, the sharing of responsibility and expenses among both municipalities in funding the continued operation of these services is an efficient means of delivering beneficial services to the communities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. _____ shall appropriate annually and pay to McFarland as its contribution to the funding of the operations of McFarland's Senior Outreach Department an amount determined as follows:
 - a. An annual budget for operation of the Department shall be prepared by McFarland and provided to _____ not later than October 31 of each year. Total projected expenses for operation of the Department, less capital equipment, specialized services, building debt service and anticipated revenues to be received from Dane County, shall provide the net expenses.
 - b. _____ shall contribute financially to the cost of case management services based on the average percentage over the previous 5 years of case management units within _____ as compared to the total case management units within the focal point. The percentage shall be recalculated annually at the time of preparation of the Department's budget based on the previous 12 months' experience.
 - c. _____ shall contribute financially to the cost of nutrition based services based on the actual direct costs to provide those services within _____.

- d. One-half of the total amounts to be paid by _____ to McFarland shall be paid by January 31 with the final payment paid by July 31.
- e. Following the completion of McFarland's annual independent financial audit, a final billing statement will be sent adjusting any overpayment or underpayment of prior year contributions based on the actual audited year-end revenue and expense figures of the Department. The adjustment to be made will be based on the same formula in Sub. (b) as compared to the actual year end entries.

2. In consideration of the payment or payments described above, the Department will provide the same case management and nutrition based services _____'s senior citizens as are provided to McFarland's senior citizens. McFarland shall not discriminate in any manner in the provision of any activity, service or program on the basis of residency within or outside of McFarland. An annual report detailing the activities, services and programs provided to the users of the Department will be provided to _____ in February of each year.

3. McFarland shall be the employer of all Department staff. The staff shall be governed by all rules and regulations and receive such compensation and benefits determined by McFarland.

4. McFarland shall be responsible for administering all accounting, payroll, accounts receivable/payable as well as all contracts with Dane County for the operation of the Department and its staff. The financial and other records of the activities of the Department will be included in McFarland's annual audit.

5. This Contract for Services shall remain in force and effect unless terminated in writing by either party with a minimum of one hundred eighty (180) days' notice prior to the anniversary of the effective date of this Contract.

APPROVED FOR THE VILLAGE OF MCFARLAND BY:

Brad Czebotar

Date

Cassandra M. Suettinger

Date

APPROVED FOR THE _____ OF _____ BY:

XXXX XXXX

Date

XXXX XXXX

Date



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Fire/EMS

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

AGENDA ITEM: Discussion and action to approve the filling of a vacancy of 24 hour Emergency Medical Technician position within the Fire and Rescue Department.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Village Staff are requesting to fill a 24 hour Emergency Medical Technician (EMT) of what would be a new vacancy proposed to be created in the 2020 Budget. This is not a new position as there are presently four full-time individuals within these roles. Until a resignation earlier this January, there were five of these positions; however, the Village utilized that funding to reestablish the long vacant Administrative Captain position. That position is scheduled to be staffed beginning in September. The 2019 Budget has only enough funding for 4 EMT's after we converted the fifth position to Administrative Captain, and the 2020 Budget will propose adding funding to the budget for next year to restore that fifth position. Staff recognizes that it is customary and logical for this type of request to come after budget has been approved, but for several reasons we also felt we could not wait that long.

The main reason is timing. Once we initiate any new recruitment for an EMT, it takes 4-6 months to complete through the Police and Fire Commission. Similar to a Police Officer, it takes longer through the prescribed process to hire public safety personnel. If we begin now, we can fill this position sometime between December of 2019 and February of 2020. If we wait till the end of the budget process that range shifts to March through May of 2020. We are requesting this now out of necessity rather than waiting till almost the mid-way point of next year. Some of the reasons for that recommendation are as follows.

We have been trending fewer volunteers to serve in the roles of driver and crew chief on the ambulance over the last decade and the positions are required to have the staff. While we are able to obtain individuals willing to be volunteer EMTs, the challenge is having individuals take on the additional training to fill other needed roles is difficult. With the current staffing, the volunteers are required to provide 5,096 hours of staffing annually before any full-time staff time-off as a crew chief or driver. In 2015, we had 21 volunteer crew chiefs or drivers and the



number slowly decreased to 14 towards the end of 2018. In 2019 the trend continued and we began training Emergency Medical Responders (1st Responders, not EMTs) to be drivers, while not ideal it began to help. We also experienced individuals resigning or requesting leaves. We were able to get our number of drivers and crew chiefs back to 18, but have recently experienced as many as four departures altogether, and an additional four members not able to or not wanting to serve in the driver or crew chief role. That leaves 10 volunteers remaining to provide 5,096 plus hours in any given year which averages 42.5 hours per month.

An additional concern we are experiencing is individuals willing to staff weeknights as they have full-time jobs they need to work the next day. They are finding it difficult to work after being up 2-3 hours for a single call and multiple calls are becoming more frequent with overall increasing call volumes. The demands at home and work are increasing for volunteers and in turn, is making their availability for volunteering to decrease when we need them the most more difficult. We are not the only community facing this issue and this is common discussion in the County.

All of our Volunteers are a tremendous asset and we value their service to the Community. However, the traditional model we have followed for volunteer staffing has not been able to keep pace with the service demands of the job. In order to maintain this service and properly manage our response to call volume, we need to add this fifth position and begin the recruitment immediately. The Public Safety Analysis completed earlier this year called for 3 additional full-time command staff positions and 3-6 full-time EMTs added within the next 10 years. The Administrative Captain addresses the first issue but was not a new position. The addition of this EMT begins to address the second issue in line with this trend.

FINANCIAL/BUDGET IMPACT:

This is a Union position that is governed by a collective bargaining agreement that will expire at the end of 2020. The 2020 Budget will provide enough funding to cover the wages at the starting level as well as associated benefits. The total additional cost is projected around \$70,000 and we will begin to review that in more detail starting next month.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Village Staff recommends approval to fill the vacancy.



ATTACHMENTS:

1. 2303 7 24 Hour EMT

24 Hour EMT

POSITION DESCRIPTION

Position Title: 24 Hour EMT
Department: Fire and Rescue
Reports to: Fire/EMS Chief

FLSA: Non-exempt
Represented: AFSCME
Employment Status: Full Time

POSITION SUMMARY

Job Summary

Under the direction of the Fire/EMS Chief, the 24 Hour EMT position is responsible for protecting lives through knowledge and application of emergency medicine on emergency incidents. The 24 Hour EMT often acts as the Ambulance Crew Chief or Driver of the ambulance crew. Additionally, the 24 Hour EMT assists in providing training to the members of the Fire and Rescue Department and also provides community education through CPR, first aid and fire prevention training programs. The 24 Hour EMT is also responsible for clerical assistance and/or the custodial care and minor maintenance of the Village Municipal Center as assigned by the Fire/EMS Chief.

Supervision Received

The 24 Hour EMT works under the direction of the Fire/EMS Chief.

Supervision Exercised

Ambulance crew when acting as Ambulance Crew Chief

DESCRIPTION OF WORK

Duties and Responsibilities

NOTE: Duties shall be assigned as needed to utilize personnel, methods, and means in the most appropriate and efficient manner possible for the operation of the McFarland Fire & Rescue Department and the Village of McFarland.

EMT Duties:

NOTE: In some of the EMT duties, it shall be understood that the EMT must be able to perform the functions while wearing turnout gear and any other applicable personal protective equipment deemed necessary by the incident commander or crew leader.

- Responds as a member of a medical team to bring medical care to the citizens of the service area and neighboring communities following department approved protocols.
- Responds to fire alarms as a medical team member to provide EMS services to firefighters or patients at the emergency scene and/or stand by for other EMS calls.

- Ensures emergency vehicles and equipment are ready to respond to emergencies with daily, weekly and monthly checks.
- Performs routine maintenance of department EMS vehicles, equipment, and grounds.
- Prepares written reports and maintains records per department policies and State standards/statutes.
- Participates in scheduled training exercises and classroom lectures.
- Performs duties as a licensed EMT according to criteria and standards set forth by the department.
- Conducts demonstrations, station tours, and public speeches on emergency medical services, CPR, first-aid, and other subjects to the public, when assigned.
- May perform ancillary firefighting duties.
- Performs other related duties assigned by the Fire/EMS Chief.

Clerical Duties:

- Provides general clerical support functions, including word processing, data entry, desktop publishing, filing, photocopying, and distributing mail
- Assists with Department record keeping creation, processing and filing
- Screens and routes calls, and refers visitors to appropriate personnel
- Assists with performing fire inspections to commercial buildings as assigned.
- Assists with scheduling EMTs to fill evening and weekend ambulance coverage needs
- Assists with developing and maintaining Department Recruitment Programs
- Assists Department Officers with training, health/safety, inventory, equipment and training programs.

Cleaning Duties:

- Sweeps, vacuums, mops, and dusts floors, carpets, and furniture.
- Dumps trash and recycling containers and relines cans with liners.
- Cleans and sanitizes restrooms and replenishes supplies; cleans drinking fountains; cleans interior windows and door glass, mirrors, blinds, light fixtures, tables, and walls.
- Inspects and maintains assigned custodial equipment and small tools for proper operating condition.
- Inventories and orders cleaning supplies and paper products.
- Sets up, takes down, and rearranges furniture as needed.
- Opens and closes, locks and unlocks facilities as needed.
- Performs other related duties as required or assigned by the Fire/EMS Chief.

Equipment Used

Ambulance and various staff vehicles, patient restraints, oxygen, blood pressure equipment, defibrillators, testing equipment, or any other first aid and medical equipment carried on the vehicle that the employee is fully trained on and is within their scope of practice; mobile and portable radios, pager, personal computer/printer with various software applications, phone, copier, fax machine, vacuums, mop, broom, dusting equipment, ladder.

Work Environment and Working Conditions

Works in a normal office setting with moderate noise levels; also works under uncontrolled field conditions; attendance at evening meetings during regularly scheduled and assigned overtime shifts required; work is sometimes performed in emergency and stressful situations; exposure to extreme weather conditions, smoke, fumes, noxious odors, toxic chemicals and hazardous substances can be encountered; requires heavy lifting and strenuous physical activity; exposure to dangers of smoke, fire and explosion, moving mechanical parts, bloodborne/airborne pathogens, risk of electrical shock, vibration, and high noise levels; may work in high or precarious places.

TECHNICAL REQUIREMENTS

Knowledge of

- * All department EMS apparatus, equipment, tools and radios.
- * Principles, practices, methods, techniques and department protocols of emergency medical care up to the Advanced EMT scope of practice.
- * Equipment, materials, and supplies used in building cleaning and light maintenance.
- * Methods and techniques used in building cleaning and light maintenance.
- * Standard occupational safety measures used in the assigned fields of work.

Ability to

- † Maintain effective working relationships with the public, other fire and/or EMS departments and other local agencies, fellow employees, supervisors, and volunteers; ability to communicate clearly and concisely, both orally and in writing.
- † Act effectively in emergency and stressful situations.
- † Respond to emergency situations.
- † Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals while adhering to Department protocols.
- † Interpret and apply Federal, State and local policies, protocols, laws and regulations.
- † Carry out assigned tasks with a minimum level of direction and supervision and complete a daily work schedule.
- † Maintain confidentiality of sensitive records and materials.
- † Lift heavy objects and work on feet for long periods of time.
- † Maintain a valid driver's license.
- † Maintain physical condition appropriate to the performance of assigned duties and responsibility.

GENERAL COMPETENCIES

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. The employee must possess specific vision abilities as per DMV requirements.

In addition, the employee must be able to satisfy the following competency requirements.

- ◆ **ANALYTICAL SKILLS:** Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ **COMMUNICATION SKILLS:** Communicate ideas and information effectively in both written and oral form.
- ◆ **PROBLEM-SOLVING SKILLS:** Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ **PLANNING AND ORGANIZATIONAL SKILLS:** Establish systematic methods of accomplishing goals.
- ◆ **READING ABILITY:** Effectively read and understand information contained in memoranda, reports, ordinances, statutes, codes, technical manuals, bulletins.
- ◆ **TECHNICAL COMPREHENSION:** Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ **ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS:** Effectively follow verbal or written instructions from supervisor.
- ◆ **TIME MANAGEMENT SKILLS:** Set priorities in order to meet assignment deadlines.
- ◆ **ABILITY TO WORK IN STRESSFUL SITUATIONS:** Work under hazardous conditions and extreme pressure in life and death situations.

REQUIRED QUALIFICATIONS (AT TIME OF APPOINTMENT)

- Maintain a valid State of Wisconsin regular driver's license
- Maintain a valid State of Wisconsin AEMT or EMT Intermediate Technician License or higher
- Maintain Health Care Provider Level CPR training through the American Heart Association (or equivalent)
- Legible writing, reasonable writing/documentation skills and the ability to use computer programs such as Microsoft Office, Image Trend, and Firehouse
- Completed or ability to complete within 1 year ICS-100, ICS-200, ICS-700, ICS-800

WHILE NOT REQUIRED, OTHER USEFUL QUALIFICATIONS INCLUDE

- Three years' experience as an EMS professional
- Previous experience as a fulltime EMT in a combination EMS / Fire Department
- Wisconsin Emergency Services Instructor I
- Wisconsin Firefighter I certification

Updated
July 22, 2016

Village of McFarland

NOTES

1. *The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*
2. *The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*
3. *The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description. Dated this _____ day of _____, 20_____.

Employee Signature

Department Head Signature



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator, Cassandra Suettinger, Village Clerk/Treasurer, Craig Sherven, Chief, Chris Dennis, Chief

AGENDA ITEM: Discussion and action to make a referral to the Public Safety Committee regarding desired changes to Section 11-64(n) for outdoor consumption as a condition of licensure.

PREVIOUS ACTION:

The Village Board last discussed changes to these requirements at its meeting on March 12, 2018. At that meeting, the board discussed possible changes to the code and referred that discussion to the Public Safety Committee for further consideration following public hearing. The Committee completed its work at its meet on June 19, 2018 and made a recommendation to not change the ordinance.

ISSUE SUMMARY:

At our last meeting we considered an expansion of a licensed premise to allow for outdoor consumption. This establishment had been approved for this expansion in the Spring in conformance with our codes but following site/design review (and that approval), changes were made that brought the overall plan out of conformance with the requirements for outdoor consumption. While there were some options that were discussed, the Village Board directed Staff to bring the code requirements on outdoor consumption back to them specifically for review and discussion regarding possible changes it desired to make. The Village Board requested from Staff possible areas for discussion on changes, information on what other Communities do in this respect, and some feedback from businesses.

Enclosed within your packet is what has been provided:

- Outdoor Consumption Ordinance - The ordinance in its entirety is enclosed for review. Only one change is called out based on the discussion at the last meeting regarding how outdoor area is calculated. This change is in line with the action that was desired at that time. All other areas are simply highlighted for ongoing discussion to see what, if anything, is desired for further change. These areas are highlighted and short comments provided as to the issues surrounding them. These highlights arise from our most recent discussion and discussions had last year on this same topic.
- Comparable Information - The Village Clerk/Treasurer has contacted her counterparts in



other communities to bring together how they address these situations. As you will be able to see, several of the same standards we apply exist in other municipalities at varying degrees. Ultimately we decide what we think is appropriate, and this information is presented as background.

- Business Input - A little over a year ago the Village sent a letter to licensed establishments inviting them to a Committee meeting in which they could comment on the requirements for outdoor consumption. A few showed up to that meeting and provided commentary. Enclosed are those minutes for review. We have not reached out again since essentially following this input nothing has changed. If changes are desired, we can reach out again and get their reactions as is desired.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

Section 11-64(n) - Outdoor Consumption (Conditions of a License).

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item is presented in two parts:

1. Desired Revision - Based on the change presented and the other areas highlighted, the Village Board should be specific and provide direction as to what areas of this code it wishes to further address. We can either make changes directly in the meeting and/or provide direction to Staff to follow up on certain aspects of this work.
2. Referral to Committee - Once its decided what the desired revisions are, it was discussed this should be sent down to the Public Safety Committee for review with the ordinance marked up. The intent of which will provide the Committee a more focused review on the code knowing what the board is looking at versus last year's more open ended approach.

If we are comfortable with the changes that have been made following discussion, then a motion may be made to refer consideration of those changes to the Public Safety Committee. Their next meeting is on September 11th at which they can address these issues.

If we are not yet comfortable with the changes that are to be discussed on Monday, then we could continue this discussion until the Board's September 9th meeting for final review prior to it being on the Committee's agenda on September 11th.

ATTACHMENTS:

1. Section 11-64(n) - Outdoor Consumption



2. 04.11.18 - PSC Minutes
3. 08.23.19 Outdoor Consumption Comparables

Sec. 11-64. - Conditions of license.

(n) Outdoor consumption. Licensed premises under a "Class B," Class "B" or "Class C" license may include areas outside a fully enclosed building in accordance with the following:

(1) Any application for a new license, a renewal of an existing license or an application to expand the premises' description of an existing license which seeks to include an outdoor area within the licensed premises' description shall require notice to each person owning property within 500 feet of the proposed premises. The applicant shall prepay the cost of sending such notice before the notices are sent. The notice shall include a copy of the application and the date, time and location of any public hearings or other public meetings at which the application is scheduled to be considered.

(2) The Village Board, in addition to any general conditions or conditions set forth under subsection (n)(3), may impose conditions or stricter conditions upon the license specific to any outdoor areas within the premises' description to prevent undo adverse impact on neighboring property, the character of the surrounding neighborhood, traffic conditions, parking or any other matter affecting the public health, safety, welfare or convenience, including, but not limited to:

- a. Limiting the size and location of any outdoor premises;
- b. Restricting the hours during which alcohol consumption may be permitted within the outdoor area;
- c. Requiring additional parking to address increased capacity;
- d. Regulating lighting.

(3) In addition to any conditions imposed at the Village Board's discretion, the following shall be minimum conditions of all licenses with respect to outdoor areas:

- a. Outdoor areas are prohibited within 50 feet of the lot line of a parcel used for residential purposes whether as a primary use or in conjunction with commercial uses. This prohibition shall not apply to prohibit an outdoor area where an accessory apartment exists on the same parcel as the licensed premises.
- b. The hours during which alcohol consumption may be permitted within the outdoor area is restricted to 11:00 a.m. to 9:00 p.m.

Commented [MS1]: We might consider replacing this section with a description on process to apply for the outdoor consumption. There is no reference to site/design review in the Zoning Code and that process essentially deals with these issues however there is no reference to that process. Changing this section to align with that process in conjunction with meeting these standards could likely be more efficient and accomplish the same things.

Commented [MS2]: Do we want to further define what "residential purposes" means? The distance requirement appears reasonable but the land use it applies too could be more specific.

Commented [MS3]: Evaluate comparables and possibly stagger hours between weekdays and weekend uses.

c. The perimeter of any outdoor portion of a licensed premises not bordered by a main building shall be enclosed by a permanent fence not less than four feet. Such fence shall be constructed of wood, plastic, or metal and erected and maintained in accordance with all applicable Village ordinances. If the outdoor portion of a licensed premises is an outdoor sports area, the enclosure may instead be made by temporary netting not less than ten feet high. Such netting shall not be installed sooner than 14 days prior to, and shall be removed no later than 14 days after, the season or the period established under Section 11-69(f)(6)c., whichever is shorter. The outdoor area shall comply with all applicable building code requirements including the provision of readily distinguishable means of egress for fire and emergency purposes.

d. The outdoor area may not be covered by a roof.

Commented [MS4]: Is this relevant whether its covered or not?

e. Amplified music, speakers, microphones, televisions or other audio or video devices are prohibited.

Commented [MS5]: Could allow this but under noise limitations within our ordinances (which is what the next item is trying to say) and also in line with hours of operation for the outdoor area itself.

f. At no time shall unreasonable noise emanate from any outdoor area that tends to disturb the peace and quiet enjoyment of property in the vicinity contrary to Section 20-58.

g. The outdoor area shall not have an undue adverse impact upon nearby property, the character of the neighborhood, traffic conditions, parking or other matter affecting the public health, safety, welfare, or convenience.

h. The size of the outdoor area is restricted to 30 percent of the ~~public usage area~~ licensed premise of the portion of the licensed premises which is inside the building. Interior building capacity shall not be increased as a result of the addition of the outdoor area. The playing area of any outdoor sports area permitted under Section 11-69 shall not be included for purposes of determining compliance with this subparagraph so long as the playing area is not permitted to be occupied by persons not participating in the sporting activity for which the playing area is designed.

i. The outdoor area shall have no entrance or exit, except for fire exits, other than to or from the interior of the main building of the licensed premises.

Commented [MS6]: Another item to further evaluate based on comparables regarding access to the area, whether it is strictly from the establishment itself or if there is some ability for some access to be granted to these areas from the outside.

j. A conspicuous notice shall be posted at each fire exit stating: "No Beer, Liquor or Wine May Be Carried in an Open Container Off the Premises."

k. No bar shall be permitted in outdoor areas, however, wait staff may serve in the outdoor area.

l. Except for outdoor sports activities permitted under Section 11-69, the outdoor area shall not be used for any activities other than service and consumption of food and drink. Smoking may be permitted in accordance with applicable State and local regulations. Food service shall be available in the outdoor area at all times during which it is open to patrons for alcohol consumption.

Commented [MS7]: Evaluate comparables and possibly adjust this section that requires food present. Food and drink are not always synonymous with areas that have outdoor consumption.

m. Except for playing areas and other areas adjacent thereto that are primarily intended for use by participants in outdoor sports activities permitted under Section 11-69, the outdoor area must be located on an paved surface or hard all-weather decking material.

n. The outdoor area shall be accessible to the disabled, and the license holder shall at all times comply with all applicable federal, state and village laws, ordinances and regulation concerning accessibility.

o. The outdoor area cannot be within 300 feet of any property used for a school or church as measured from the edge of the outdoor area to the property line of the school or church.

Commented [MS8]: Is this relevant anymore?

p. Outdoor areas may not be placed on any rooftop.

Commented [MS9]: Is this relevant anymore?

q. Containers for refuse disposal and regular cleanup shall be placed inside of the outdoor area.

r. Improper control of the outdoor area could result in loss of the premises alcohol beverage license.

s. Construction of an outdoor area shall not reduce the minimum number of parking stalls required of the establishment.

t. If the outdoor area is used for outdoor sports activities as permitted under Section 11-69 and persons under the age of 21 are allowed to be present on the licensed premises, all persons 21 years of age or older who intend to consume alcohol beverages in the outdoor area, shall be issued a wristband that is bright in color which shall be issued only upon showing valid identification proving the person is 21 years of age or older.

(4) If the outdoor area is greater than 1,000 feet from any property line of a property in residential use, the conditions established in subsections (3)b., e., h., and m. may be modified by the Village Board.

Commented [MS10]: There is not a single licensed establishment within the Village that can meet this threshold. All of them are within 1,000 of a property that is for "residential use". Need to consider how applicable this is given how high the standard is by addressing the distance threshold and again providing better definition on the term "residential use".

(5) The application shall be accompanied by detailed plans or drawings demonstrating the size and location of the outdoor area, location of required fencing and any other information necessary to determine compliance with this subsection. Plans and drawings shall be reviewed for a recommendation by the Plan Commission, followed by a review and recommendation on the application from the Public Safety Committee.

(Code 1998, § 7-2-14; Ord. No. 2013-01, §§ 1, 2, 4-22-2013; Ord. No. 2015-07, §§ 1—4, 7-27-2015; Ord. No. 2016-01, § 1, 1-25-2016)

Commented [MS11]: Need to consider what if any the Plan Commission role continues to be. See comments above about site/design review, that is something they are responsible for while license premise descriptions is not. Again, clarifying the process and linking the site/design review process could help with that.

PUBLIC SAFETY COMMITTEE**Wednesday, April 11, 2018****6:30 pm****McFarland Municipal Center**
*Conference Room A*Minutes

1. CALL TO ORDER, ROLL CALL.
 - a. Trustee Adrian called the April 11, 2018 meeting of the Public Safety Committee to order at 6:32 pm at the McFarland Municipal Center in Conference Room A.
 - b. **Members Present:** Trustees Jerry Adrian and Carolyn Clow, Resident Members Tom Mooney, Rich Staley, Ken Machtan, Sandy Bakk.
 - c. **Members Absent:** Kathy Lyons
 - d. **Staff Present:** Police Chief Craig Sherven, Fire Chief Chris Dennis, Emergency Management Director Chuck DiPiazza, Village Administrator Matt Schuenke
 - e. **Others Present:** None
2. PUBLIC APPEARANCES. - None
3. STAFF REPORTS.
 - a. **Fire and Rescue Department** – Chief Dennis reviewed the monthly report
 - b. **Police Department** – Chief Sherven reviewed the monthly report
 - c. **Emergency Management** – EM Director DiPiazza reviewed the monthly report
4. APPROVAL OF MINUTES.
 - a. **Review and possible action regarding the draft minutes of March 14, 2018 meeting.**
- Motion by Machtan, second by Staley and carried unanimously 6-0 to approve the minutes of the March 14, 2018 meeting.

5. BUSINESS.

- a. **Public Hearing on amendment to Chapter 11 article II of the Village code of ordinances regarding the outdoor consumption of alcohol.** – Chair Adrian provided a brief background on the matter. The Public Hearing was opened at 6:56 p.m.

Damian Kraemer, owner of 5100, indicated that they have spent thousands of dollars trying to get approval for outdoor seating based on the ordinance and had found that the process was frustrating and that the rules had not been applied equally.

Rick Hubanks, owner of Angelo's, indicated that the ordinance was working well for him but that he would like to see changes in the following areas: 1) Hours. 9 pm was

too early and surrounding communities have it set at 10 pm on weekdays and 11 pm on weekends. 2) Size. 30% allowance was too small and 50% would be better. 3) Amplified Music. Soft music could be playing and not be a nuisance, especially in a business district.

Shaun O'Hearn, owner of McFarland House Café, indicated that the 30% allowance was too small. He felt that the ordinance should be applied on a case by case basis and that variances from the guidelines should be granted. He would like to see a vibrant downtown and the ordinance was too restrictive. He would like to see changes to the parts of the ordinance that addressed access to the outdoor areas, amplified music, and the requirement for a paved surface.

Colleen Welch, 5204 Paulson Ct, indicated that the ordinance appears to be made for a bigger city and that it was too strict. It should be applied on a case by case basis to help businesses improve and provide people and families a place to go.

The Public Hearing was closed at 7:12 p.m.

Written correspondence in support of making changes to the outdoor consumption ordinance was received from Steve Oleson, Andrea Barnes, Leslie Riemen, Daniel Taylor, Meg Chin, Kelly Coffey, and Jill Mallory. Written correspondence in opposition of making changes to the outdoor consumption ordinance was received from Anne Byers and Mark Daspit.

- b. **Discussion and recommendation on a Class A alcohol license for the Madison Curling Club for the period of July 1, 2018 through June 30, 2019.** – Motion by Adrian, second by Mooney and carried unanimously 6 – 0 to table the discussion and recommendation on a Class A alcohol license for the Madison Curling Club until the Curling Club has responded to the Chief's letter.
 - c. **Discussion and recommendation on an ordinance amendment regarding the licensing of Mobile Food Carts.** – Motion by Adrian, second by Machtan and carried unanimously 6 – 0 to recommend to the Village Board for approval of the amendment to the ordinance, Article XII Mobile Food Establishment.
 - d. **Discussion and recommendation on an ordinance amendment regarding special event license requirements.** – At the previous meeting, the Committee directed Chief Sherven to draft a proposed Ordinance amendment to expand the ordinance to include larger events that may not involve alcohol. A draft was presented to the Committee for review and discussion at a future meeting.
6. **ADJOURNMENT.** - Motion by Machtan, second by Bakk to adjourn at 7:35 pm and carried 6-0 by acclamation.

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,

Tanya O'Malley
Deputy Clerk



MEMORANDUM

To: Village Board

From: Cassandra Suettinger, Village Clerk/Treasurer

Date: August 23, 2019

RE: Outdoor Consumption Comparables

Below is a compilation of the outdoor consumption ordinances of the Village's comparables. The survey focused in on the main eight restrictions within the Village's current ordinance that have been identified by the business community as too restrictive.

**Of the 17 communities surveyed, the following communities were surveyed, but DID NOT regulate outdoor consumption areas through licensing: Village of Waunakee, City of Fitchburg, Village of DeForest, City of Delevan, Village of Grafton, City of Portage, City of Verona, City of Delafield, Village of Hartland and Village of Mount Horeb. It is of note that over 50% of our comparables do not specifically regulate outdoor consumption through licensing. This survey did not focus on zoning requirements that provide regulation of outdoor areas, it only focused on the regulation of outdoor consumption through the alcohol licensing ordinance.

1. Residential Area Buffer – amount of buffered required between the outdoor patio and the nearest residential property.

McFarland – 50 Feet	Monona – 100 Feet
Oregon – 100 Feet	Sun Prairie – 100 Feet
Baraboo – No Restriction	Stoughton – No Restriction
Sussex – No Restriction	Cottage Grove – 75 Feet

2. Hours of Operation Restriction

McFarland – 11 a.m. to 9 p.m.	Monona – No Later than 9 p.m. *
Oregon – No Restriction	Sun Prairie – 7 a.m. to 10 p.m.
Baraboo – No later than 10 p.m.	Stoughton – 8 a.m. to 11 p.m. Fri & Sat, 8 a.m. to 10 p.m. Mon-Thurs
Sussex – No Restriction	Cottage Grove – No later than 11 p.m. on Fri & Sat, no later than 10 p.m. all other nights.

3. Fencing Requirement

McFarland – Fence required, no less than 4 feet	Monona – Can be required by Plan Commission
Oregon – Fence required, no less than 6 feet high	Sun Prairie – Fence required , no less than 5 feet
Baraboo – Fence required , no less than 6 feet high	Stoughton – Fence required, no specifications listed
Sussex – No restriction provided	Cottage Grove – 75 Feet

4. Roof Requirement

McFarland – Outdoor area may not have a roof.	Monona – No restriction provided
Oregon – No restriction provided	Sun Prairie – No restriction provided
Baraboo – No restriction provided	Stoughton – No restriction provided
Sussex – No restriction provided	Cottage Grove – No restriction provided

5. Amplified music, speakers, microphones, televisions, or other audio or video devices.

McFarland – Prohibited	Monona – Must follow noise ordinance
Oregon – Must follow noise ordinance	Sun Prairie – Must follow noise ordinance
Baraboo – Permitted for certain events, number of permits issued is restricted	Stoughton – Prohibited
Sussex – No restriction provided	Cottage Grove – No restriction provided

6. Size Restriction on Outdoor Patio Area

McFarland – 30% of public usage area of the interior building space.	Monona – Capacity limited to no more than 40 people*
Oregon – No greater than the indoor area	Sun Prairie – 50% of indoor premise.
Baraboo – No restriction provided	Stoughton – No more than the max. capacity for the indoor portion
Sussex – No restriction provided	Cottage Grove – 50% of adjoining premise.

7. Entrance/Exit Prohibition

McFarland – Outdoor patio may not have a separate entrance/exit	Monona – No restriction provided
Oregon – No restriction provided	Sun Prairie – No restriction provided
Baraboo – Outdoor patio may not have a separate entrance/exit	Stoughton – No restriction provided
Sussex – No restriction provided	Cottage Grove – No restriction provided

Additional Notes:

1. *Monona allows variances from their ordinance. Currently 6 of the 8 establishments with an outdoor area, have a variance from one and or multiple provisions of the ordinance.
2. Baraboo had restrictions for two different zoning districts. One set of restrictions pertained to the Central Business District, and another set of restrictions existed for the residential business district.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, August 26, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to accept the 2019/2020 Goals and Objectives with action plan as prepared.

PREVIOUS ACTION:

The Village Board held its first retreat on June 25th to establish the Goals and Objectives for the coming year as well as discuss potential action steps.

Following the first retreat, a second retreat was held on August 14th to meet with Department Heads to go over all of the action steps with assignments, timelines, and costs applied.

ISSUE SUMMARY:

Enclosed is the final draft of the 2020 Goals and Objectives with action steps following our last meeting. This is presented for acceptance by the Village Board and will be worked into the 2020 Budget that will be submitted next month.

FINANCIAL/BUDGET IMPACT:

Not all action steps have costs applied. Those that do are included within the attachment.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for acceptance.

ATTACHMENTS:

1. 2019 Village Board Goals-Objectives - Action Steps 08212019 mgs

2019/2020 - Village Board Goals

*****All goals should be consistent with the Village Mission statement and vision statement.***

A. Goal: A safe, healthy, and secure community.

Objective		Committee	Staff
1	Develop opportunities to create amenities for special needs kids, adults, and other health/wellness initiatives not otherwise provided through Community.	Parks Senior Outreach	Hessling Andersen
Action Steps:		Cost	Timeline
Continue to evaluate alternatives for Senior Outreach.		TBD	December 31, 2019
Research devel. of park amenities for those with special needs.		\$10,000	March 31, 2020
Review Public/Private Partnerships in Parks as Econ. Benefit.		TBD	June 30, 2020
Collaborate with other public entities to achieve VB objective.		TBD	December 31, 2020
Phased Implementation of Urso/Schuetz Master Plan.		\$500,000	December 31, 2020
2	Address traffic, transportation, biking, and walking deficiencies through joint initiatives and capital projects.	Public Works	Hessling, Berquist
Action Steps:		Cost	Timeline
Evaluate pedestrian alt. with constr. projects and develop.		\$100,000	December 31, 2019
Develop sign installation and replacement policy/program.		None	March 31, 2020
Develop policy on pedestrian improvement implementation.		None	June 30, 2020
Improve bike route connectivity through paths and lanes.		\$10k - \$100k	June 30, 2020
Study bus transportation, consult State and County Reps.		TBD	December 31, 2020
3	Implement recommendations from Comprehensive Building Security Plan prepared for all Village Buildings.	Public Safety	Sherven
Action Steps:		Cost	Timeline
Reassess implementation of Security Plan for Parks, Other		\$50,000	June 30, 2020
Develop policy on the use of lighting as safety enhancement.		None	June 30, 2020
Reassess implementation of Security Plan for Municipal Center.		\$150,000	December 31, 2020
4	Proactive recommendations from Public Safety Departments that advance services and meet necessary demands.	Public Safety Senior Outreach	Dennis Sherven Andersen
Action Steps:		Cost	Timeline
Changes to Fire Personnel Staffing Schedule.		\$15,000	June 30, 2020
Evaluate need for comprehensive Senior check in program.		TBD	June 30, 2020
Create uniform employee identification cards for display.		\$2,500	June 30, 2020
Foster relationships btw families w/ special needs, Police.		Ongoing	December 31, 2020
5	Develop measureable actions and standards for the advancement of sustainable initiatives within the Village.	As Assigned	Bremer Hessling
Action Steps:		Cost	Timeline
Complete hiring of Comm and Econ Devel Director.		Ongoing	August 15, 2019
Assess energy consumption through energy use audit.		\$25,000	June 30, 2020
Develop program that promotes sustainability in Community.		TBD	December 31, 2020
Build in sustainable features into facilities planning.		TBD	December 31, 2020

2019/2020 - Village Board Goals

B. Goal: A well-run, efficient and responsive government that provides a high level of quality-of-life services to the community.

Objective	Committee	Staff
1 Continue to work with Community to advance recommendations from Facilities Master Plan that includes the development of a Public Safety Building and Community Center.	Village Board	Schuenke
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Reaffirm Community Center development as a priority.	None	September 30, 2019
Study Public Safety Facility concept through master planning.	\$15,000	March 31, 2020
Study Community Center concept through master planning.	\$15,000	March 31, 2020
Decide steps necessary to transition from plan to design.	None	June 30, 2020
2 Engage a strategic planning process for the Village.	Village Board	Schuenke
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Participate in the input development process.	None	July 31, 2019
Attend workshops that engage discussion on long term vision.	None	August 31, 2019
Collectively review and prepare final plan for acceptance.	None	September 30, 2019
Actively follow plan for implementation.	TBD	January 1, 2020
3 Creation of a program that advances and promotes community art throughout the Village.	Village Board	Schuenke
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Develop mural design on well house at Discovery Garden Park.	None	March 31, 2020
Implement mural design on well house.	\$5,000	September 30, 2020
Develop plan for art feature at "Conversation Corner".	None	December 31, 2020
Inventory other areas for possible community art development.	None	December 31, 2020
4 Prioritize and update Village policies as may be applicable and necessary.	Village Board	Schuenke Suettinger
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Develop Policy List inventory with relevant tracking.	None	December 31, 2019
Make accessible on website all applicable Village policies.	None	March 31, 2020
Create priority new development and revision list with VB.	None	June 30, 2020
5 Complete the transition of meeting development process to online management platform including paperless packets.	Village Board	Suettinger
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Convert all meetings to paperless format.	None	December 31, 2019
Paper packets for all meetings to be provided by request only.	None	January 1, 2020
Link meeting videos with meeting agendas (if possible).	TBD	March 31, 2020
Upload historical agendas and minutes to CivicClerk.	\$2,500	March 31, 2020
Continue to market subscription ability to CivicClerk platform.	None	June 30, 2020
6 The injection and incorporation of technology to improve the efficiency of day to day operations.	Village Board Comm Tech	Suettinger Miller
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Update records retention policy and procedures.	None	December 31, 2019
Convert to a digital time sheet process within payroll.	\$10,000	December 31, 2019
Review and draft process to digitize Village records.	None	June 30, 2020
Upgrade Meeting Room(s) Technology	\$50,000	December 31, 2020
Integrate paperless process into website.	TBD	December 31, 2020

2019/2020 - Village Board Goals

C. Goal: A government that promotes and supports active citizenry participation in the community

Objective		Committee	Staff
1	Enhance Community communication and presence through a strategic communications plan which includes improved electronic mediums and meetings with various community groups, entities, and stakeholders.	Comm Tech	Miller Schuenke
<u>Action Steps:</u>		<u>Cost</u>	<u>Timeline</u>
Create policy for better utilization of Polco.		\$3,000	December 31, 2019
Implementation of E-Newsletter.		\$500	December 31, 2019
New opportunities for social media interaction.		TBD	March 30, 2020
Develop and maintain a Community Calendar		\$1,000	June 30, 2020
Electronic/digital sign development to promote various events.		\$50,000	September 30, 2020
Develop Village Board program to increase public interaction.		TBD	December 31, 2020
Create interactive map showing projects under consideration.		TBD	December 31, 2020

2	Research committee structure and make recommendations to improve meeting efficiency and communication.	Village Board	Schuenke Suettinger
<u>Action Steps:</u>		<u>Cost</u>	<u>Timeline</u>
Develop master roster/list of Committees.		None	December 31, 2019
Align efficient and consistent minutes with meeting mgmt.		None	March 30, 2020
Conduct orientation program for new members and chairs.		None	March 30, 2020
Consider creation of instructional videos on various topics.		None	December 31, 2020

3	Create and promote opportunities to become involved in the Community.	Volunteer	Andersen
<u>Action Steps:</u>		<u>Cost</u>	<u>Timeline</u>
Enhance community Volunteer Day.		TBD	March 30, 2020
Showcase other opportunities to volunteer in the Community.		TBD	June 30, 2020

2019/2020 - Village Board Goals

D. Goal: A healthy and growing, regionally and globally integrated economy that supports local initiatives.

Objective	Committee	Staff
1 Actively promote and support affordable housing in the Village.	Village Board	Bremer Schuenke
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Education efforts on the benefits and options for AH.	\$5,000	June 30, 2020
Conduct Gap Analysis, utilize State, County, CARPC.	\$25,000	September 30, 2020
Review, leverage opportunities as available.	TBD	December 31, 2020
Establish Benchmarks, Goals to address Gap	None	December 31, 2020
2 Continuation of the implementation of Branding Initiative (Phase 2)	Comm Tech	Miller
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Trademark new logo and tagline.	\$10,000	March 31, 2020
Implement banner program with new brand design.	\$5,000	March 31, 2020
Develop inventory of personal items with new branding.	\$5,000	June 30, 2020
Initiate phase replacement of park signage.	\$20,000	June 30, 2020
Pursue new Gateway Signage on USH 51.	\$50,000	September 30, 2020
Design new wayfinding system with new brand.	\$25,000	December 31, 2020
3 Continue Streetscaping enhancements through out the Village as applicable.	CDA Public Works	Bremer Hessling
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Plan for Phase 2 of Farwell Underground Utility Work	\$25,000	March 31, 2020
Develop inventory of areas desired for streetscape impr.	None	June 30, 2020
Consider additional decorative Downtown Streetlight.	\$100,000	September 30, 2020
Engage consultant on planning/design effort for inventory.	TBD	December 31, 2020
4 Evaluation of ways to become more business friendly and flexible for economic growth.	Village Board	Bremer Schuenke
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Pursue annexation requests to diversify land use.	\$5,000	Case by Case basis
Pursue land acquisitions that advance local economy.	TBD	Case by Case basis
Build relationship with banks, brokers, developers.	None	Ongoing
Build more formal relationship with Chamber of Commerce.	None	Ongoing
Business wayfinding signage from bike trail.	\$15,000	September 30, 2020
Survey local businesses to identify areas of improvement.	\$10,000	December 31, 2020
Review code efficiencies to support Development.	\$5,000	December 31, 2020
5 Study and pursue opportunities for shared services with other local governments.	Village Board	Schuenke
<u>Action Steps:</u>	<u>Cost</u>	<u>Timeline</u>
Each Department Head will determine 1-3 Opportunities.	None	March 30, 2020
Each Opportunity will be vetted with surrounding municipalities.	None	June 30, 2020
Committees will evaluate each opportunity case by case.	TBD	September 30, 2020