

**Monday, September 23, 2019**

**Village Board**  
**7:00 PM**

**McFarland Municipal Center**  
*Community Room*

AGENDA

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
  - a. Public Announcements
    - 1) WisDOT US 51 Corridor Study Update Public Meeting scheduled for Thursday, September 26, 2019 from 5:00 to 8:00 pm at Stoughton High School.
  - b. Public Communications
4. CONSENT AGENDA.
  - a. Motion to approve the minutes of the September 9, 2019 Village Board and Library Board joint meeting.
  - b. Motion to approve the minutes of the September 9, 2019 Village Board meeting.
  - c. Motion to approve pre-paid checks #75226-75235 in the amount of \$11,162.53 and current checks #75236-75316 in the amount of \$138,939.98.
  - d. Motion to approve the alcohol beverage operator's licenses for Andrew Strasburg, (Loeder Oil), Christian Walker (Loeder Oil), Jacqueline Keeser (Loeder Oil), and Delores Barber (Loeder Oil) for the period ending June 30, 2020
  - e. Motion to approve an Event Permit application from the Madison Curling Club, with the requested variances, and a Temporary Class "B" Beer/"Class B" Wine License for the Madtown Doubledown event to be held November 1-3, 2019
  - f. Motion to approve the temporary alcohol beverage operator's license for Scott Hamilton for the Madtown Doubledown Event on November 1-3, 2019
  - g. Motion to appoint Andrew Briddell, Peter Morehouse, Becky Rogers, Pauline Beverley-Boness, Ginger Hummer, and Don Peterson to the 2020 Central Count Committee.
  - h. Motion to appoint Andrew Bremer as the 2020 Census Liaison.
  - i. Motion to approve Resolution 2019-22: A Resolution updating the local official authorized to transfer funds in to and from the Local Government Investment Pool.

- j. Motion to approve appointing David Wilson, Andy Jakubowski, and Sarah Kuba to serve on the Parks, Recreational, and Natural Resources Committee for a term ending April 30, 2020.
- k. Motion to approve appointing Austen Conrad to serve on the Community Development Authority for a term ending April 30, 2023.

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. Community Development Authority (Trustees Brassington & Kolk)
  - 1) Discussion and action regarding a Real Estate Acquisition and Development Agreement by and between the Village of McFarland and Lakestone Properties & Management, LLC for 4719 Farwell Street.
- b. Plan Commission (President Czebotar & Trustee Kolk)
  - 1) Discussion and action regarding Ordinance No. 2019-17: an ordinance to rezone the property owned by Damian Kraemer generally located at 4519 & 4521 Field Avenue from C-G Commercial General to R-2 Single and Two Family Residence.
  - 2) Discussion and action on a Certified Survey Map, request by Damian Kraemer, in order to combine parcels located at 5100 Erling Avenue.
  - 3) Discussion and action on a Certified Survey Map, request by John Fontain Inc., to create four residential parcels located at 5406 Siggelkow Road.
- c. Public Safety Committee (Trustees Adrian & Brassington)
  - 1) Discussion and action regarding Ordinance #2019-19: an ordinance to update Section 11-64(n) regarding the outdoor consumption of alcohol within the Village Code of Ordinances.
- d. Public Utilities Committee (Trustees Lytle & Kryzenske)
  - 1) Discussion and action regarding a proposal from Town and Country Engineering to complete a Sanitary Sewer Collection System Inflow and Infiltration Evaluation.
- e. Transmittal of the draft 2020 Budget from Village staff to Village Board for review and consideration.
- f. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

7. ADJOURNMENT.

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



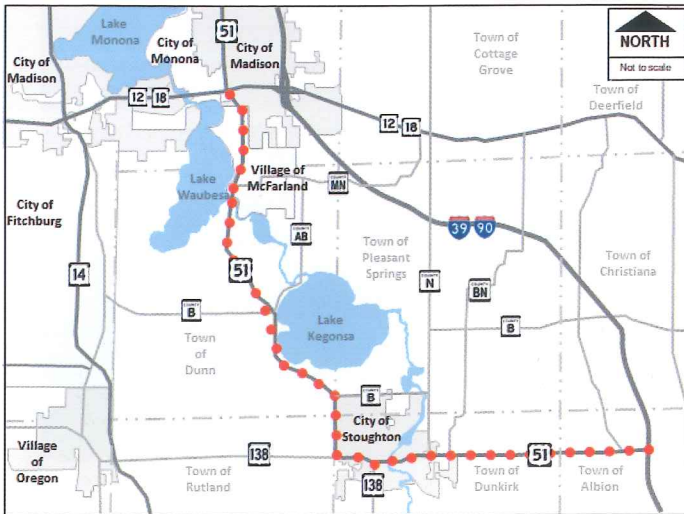
# US 51 Corridor Study Update

I-39/90 to US 12/18 (Stoughton to McFarland)  
Dane County



September 2019

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US 51 corridor study map, I-39/90 to US 12/18

## Contacts

For more information, contact:

### Jeff Berens

WisDOT Project Manager  
WisDOT – Southwest Region  
2101 Wright Street  
Madison, WI 53704  
Phone: (608) 245-2656  
Jeff.berens@dot.wi.gov

### Michael Bie

WisDOT Communications Manager  
Phone: (608) 246-7928  
Michael.bie@dot.wi.gov

## Study Website

<http://www.wisconsinstate.gov/Pages/projects/by-region/sw/5139901218/default.aspx>

## Public Meeting Scheduled

Thursday, September 26, 2019

5 to 8 P.M.

Stoughton High School  
600 Lincoln Avenue  
Stoughton, WI

Open-house style format with a formal presentation starting at 5:30 P.M.

Maps and exhibits will provide details about the study, needs, alternatives, impacts, and project schedule. WisDOT invites the public to participate and provide comments.

## What's happened with the US 51 Corridor Study since the last public meeting in 2015?

The Wisconsin Department of Transportation (WisDOT) and the Federal Highway Administration (FHWA) are conducting the US 51 Corridor Study, from I-39/90 to US 12/18 (Stoughton to McFarland), to evaluate alternatives that will improve safety, pavement condition, and congestion along the corridor and address the needs of bicyclists and pedestrians where feasible. Recent key decision points and upcoming milestones are described below.

August  
2015

The last public meeting was held on August 26, 2015.

November  
2015

After review of corridor alternatives, public and agency comments, WisDOT identified Alternative H as the preferred alternative for the Environmental Assessment (EA).

➤ See pages 2 and 3 for a description of Alternative H, the preferred alternative.

June  
2016

A newsletter identified to the public Alternative H as the preferred alternative. It also announced that due to statewide priorities and funding limitations, the US 51 EA and public hearing were postponed.

2018

WisDOT initiated design of roundabouts at the closely-spaced intersections of WIS 138 (west), Hoel Avenue, and Roby Road in Stoughton, with approved funding for construction in 2021. A roundabout at the US 51/County B/AB intersection between Stoughton and McFarland was approved for funding for construction in 2024. These roundabout projects are currently under design and have their own environmental documentation separate from the US 51 EA study.

2019

In Spring 2019, WisDOT re-initiated the US 51 study and 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.

Bicycle accommodations have changed in the design of Alternative H due to changes in state law (Wis. Stat. 32.015). Bike accommodations that would require right of way acquisition will no longer be included. On-street bike accommodations in portions of Stoughton and along the urban section in McFarland have been removed. The multiuse path from County B (east) to Skyline Drive is also no longer part of Alternative H.

A public meeting is scheduled on September 26, 2019 at the Stoughton High School to present updates to Alternative H.



## Project purpose and need

The purpose of this project is to provide a safe and efficient transportation system in the US 51 corridor that serves present and long-term travel demand while minimizing disturbance to the environment. Needs include:

- Improve Safety
- Improve Deteriorating Pavement
- Accommodate Travel Demand
- Improve Bicycle and Pedestrian Accommodations
- Corridor Preservation and Long-Term Planning



## Preferred alternative description

The preferred alternative is Alternative H (see page 3 for a schematic map of the alternative). Alternative H would reconstruct the US 51 corridor on existing alignment from I-39/90 through Stoughton to Larson Beach Road in McFarland. North of Larson Beach Road, Alternative H would replace the pavement and add an auxiliary lane in each direction between Siggelkow Road and Terminal Drive/Voges Road just south of US 12/18. Pedestrian accommodations are proposed along both sides of the urban sections of the US 51 corridor. Bicycles would be accommodated on paved shoulders in the rural sections of the US 51 corridor. In the urban sections of the corridor, various options for accommodating bicycles, depending on the location, would be provided where determined feasible.

Additional details about Alternative H, by location, are provided below:

- **East of Stoughton (I-39/90 to Spring Road)**  
Reconstruction of the approximate 5.5-mile, 2-lane rural section of US 51 east of Stoughton would include two 12-foot travel lanes, 10-foot shoulders, and an eastbound passing lane between Washington Road and Tower Drive.
- **Through Stoughton (Spring Road to Hoel Avenue)**  
The existing 2-lane and 4-lane urban sections of US 51 through Stoughton would be reconstructed.
- **Along the west side of Stoughton (WIS 138 to County B (east))**  
The approximate 1.5-mile section of US 51 from WIS 138 to County B (east) would be reconstructed to a 4-lane section:
  - From WIS 138 to Velkommen Way, the existing 2- and 4-lane roadway would be reconstructed to a uniform 4-lane urban section with a curbed median, sidewalk on both sides, and full shoulders. The Hoel Avenue, WIS 138 (west), and Roby Road intersections are currently scheduled to be converted to roundabouts as separate projects prior to construction of Alternative H.
  - From Velkommen Way to County B (east), the existing 2-lane roadway would become a 4-lane urban section with a curbed median, sidewalk on both sides, and full shoulders. The County B (east) intersection would be converted to a roundabout.
- **Between Stoughton to McFarland (County B (east) to Exchange Street)**  
Reconstruction of the approximately 5.6-mile, 2-lane rural section of US 51 between County B (east) and Exchange Street would include two 12-foot travel lanes with a curbed median for most of the length, improved intersections with designated left- and right-turn lanes, 10-foot shoulders, and improved roadway curves. The County B/AB intersection is currently scheduled to be converted to a roundabout as a separate project prior to construction of Alternative H. The Exchange Street intersection would be converted to a roundabout.

Continued on page 3



# US 51 Corridor Study

September 2019

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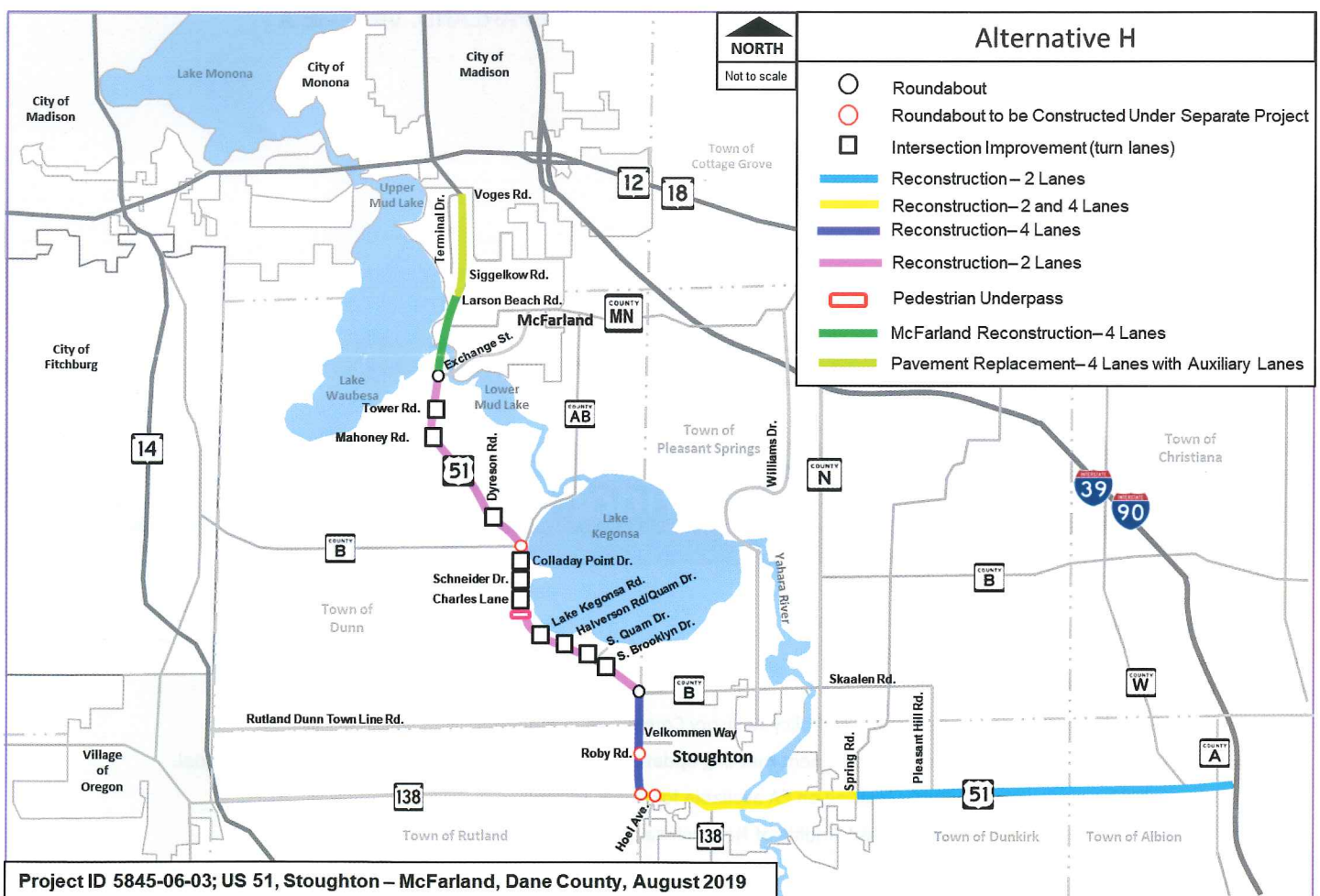
## Preferred alternative description (continued)

### ➤ 4-lane urban section in McFarland (Exchange Street to Larson Beach Road)

In McFarland, the proposed improvements between Exchange Street and Larson Beach Road would include reconstruction of the existing 4-lane roadway with a median or two-way left-turn lane, replacement of the bridge over the Yahara River, and sidewalks on both sides of US 51.

### ➤ Expressway section in McFarland (Larson Beach Road to Terminal Drive/Voges Road)

Pavement would be replaced along the existing 4-lane expressway section from Larson Beach Road to Terminal Drive/Voges Road. An auxiliary lane (outside lane) would be added in each direction between the north ramps of the Siggelkow Road interchange and Terminal Drive/Voges Road intersection. The US 51 southbound bridge over Taylor Road and the railroad would be replaced.



Map of Alternative H improvements.





**Public Meeting at the Stoughton High School  
September 26, 2019  
See inside for updates on US 51 Corridor Study.**



WisDOT SW Region  
2101 Wright Street  
Madison, WI 53704  
Attn. Jeff Berens, P.E.

PRSRT STD  
U.S. Postage  
**PAID**  
Oshkosh, WI  
Permit No. 89

\*\*\*\*\*  
\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 53527  
MATT SCHUENKE 12755 21 16  
5915 MILWAUKEE ST VILLAGE OF MCFARLAND. VILLAGE A  
PO BOX 110  
MC FARLAND WI 53558-0110

## US 51 Corridor Study

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### Project schedule

#### Environmental Assessment (EA)

|                    |                                                                                       |
|--------------------|---------------------------------------------------------------------------------------|
| August 2019        | Technical and Policy Advisory Committee meetings.                                     |
| September 26, 2019 | Public involvement meeting update public on the project at the Stoughton High School. |
| Spring 2020        | Public hearing on EA available for public review.                                     |
| Fall 2020          | Anticipated Finding of No Significant Impact.                                         |

#### Construction Schedule

|                    |                                                                                                                                                                               |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2021               | Construction of roundabouts at Hoel Avenue, WIS 138 (west), and Roby Road.<br>(separate projects with their own environmental documentation and public involvement processes) |
| 2024               | Construction of roundabout at County B/AB.<br>(a separate project with its own environmental documentation and public involvement process)                                    |
| Mid- to Late-2020s | Anticipated construction of US 51 Alternative H improvements.                                                                                                                 |

## Joint Village Board and Library Board Minutes

*Monday, September 9, 2019 - 5:30 PM*

### 1. CALL TO ORDER.

President Czebotar and Chairperson Sobol called the meeting to order at 5:30 pm.

### 2. ATTENDANCE/ROLL CALL.

Village Board members present: Village President Brad Czebotar, and Village Trustees Jerry Adrian, Stephanie Brassington, Dan Kolk, Mary Pat Lytle, Eric Kryzenske, and Clair Utter.

Library Board members present: Chairperson Peter Sobol, and Members Mary Pat Lytle, Ken Machtan, Karen Mandli, Evan Richards, and Michael Shumway

Members not present: Village Trustee Eric Kryzenske (Village Board) and Member Sharon Payne (Library Board).

Staff Present: Library Director Heidi Cox and Administrator Matt Schuenke.

### 3. PUBLIC APPEARANCES.

None

### 4. BUSINESS.

#### *b. Presentation regarding Library utilization.*

Director Cox provided a presentation going over the Library's utilization over the previous year, highlighting various programs, and reviewing major initiatives.

#### *c. Discussion regarding current Library Goals and Objectives.*

Director Cox presented several major initiatives as their goals and objectives in the future years. Both the Village Board and Library Board discussed these items as it affect general operations, future capital needs, and other issues as applicab

#### *a. Discussion regarding synergies and opportunities between the Library and Village Board.*

The Village Board and Library Board discussed several synergies between two entities and reinforced their commitment to work together on these issues as they come forward.

### 5. ADJOURNMENT.

A motion was made by Trustee Adrian, seconded by Trustee Brassington, and unanimously carried for the Village Board to adjourn the joint meeting at 6:36 pm.

VILLAGE OF MCFARLAND

**Village Board Minutes**

*Monday, September 9, 2019 - 7:00 PM*

**1. CALL TO ORDER.**

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

**2. ATTENDANCE/ROLL CALL.**

Village Board members present: Village Trustee Clair Utter, Village Trustee Mary Pat Lytle, Village Trustee Dan Kolk, Village Trustee Stephanie Brassington, Village Trustee Jerry Adrian, Village President Brad Czebotar

Village Board members not present: Village Trustee Eric Kryzenske

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

**3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.**

a. Public Announcements

b. Public Communications

**4. CONSENT AGENDA.**

a. Motion to approve the minutes of the August 26, 2019 Village Board meeting.

b. Motion to approve pre-paid checks #75136-75145 in the amount of \$119,131.30 and current checks #75146-75225 in the amount of \$86,624.83.

c. Motion to approve the alcohol beverage operator's license for Jim Bergeman (American Legion) for the period ending June 30, 2020

d. Motion to approve reappointing Jeff Sorenson to serve on the Ethics Board for a term ending April 30, 2022.

e. Motion to approval Resolution 2019-20: A Resolution requesting exemption from county library tax.

- f. Motion to approve appointing Sean Braziel to serve on the Communications & Technology Committee and Public Safety Committee for a term ending April 30, 2020.  
Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve the consent agenda as presented. Motion carries 6 - 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.  
Dale Meyer, 5801 Running Deer, spoke to request the Village Board respond to his previous two public comment appearances.

## 6. BUSINESS.

- a. Public Safety Committee (Trustees Adrian & Brassington)
- 1) Discussion and action on an event permit application from the McFarland Family Festival to hold an event September 20-22, 2019.  
Motion by Village Trustee Jerry Adrian, second by Village Trustee Stephanie Brassington, to approve an event permit application from the McFarland Family Festival to hold an event September 20-22, 2019. Motion carries 6 - 0 - 0 by acclamation.
- 2) Discussion and action on a Temporary Class B license to serve fermented malt beverages for the McFarland Family Festival on September 21, 2019.  
Motion by Village President Brad Czebotar, second by Village Trustee Stephanie Brassington, to approve a Temporary Class B license to serve fermented malt beverages for the McFarland Family Festival on September 21, 2019 with the conditions noted in Chief Sherven's letter dated August 14, 2019. Motion carries 5 - 1 - 0 by acclamation with Trustee Mary Pat Lytle voting nay.
- 3) Discussion and action on the temporary alcohol beverage operator's licenses for Kathy Pakes, Lynn Gilpin-Parks, and Sarah Rowe for the Family Festival Event on September 21, 2019  
Motion by Village Trustee Jerry Adrian, second by Village Trustee Stephanie Brassington, to approve the temporary alcohol beverage operator's licenses for Kathy Pakes, Lynn Gilpin-Parks, and Sarah Rowe for the Family Festival Event on September 21, 2019. Motion carries 5 - 1 - 0 by acclamation with Trustee Mary Pat Lytle voting nay.
- b. 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.

Trustee Kolk provided a report on the proposal to award a contract for the Orchard Hill Frisbee Golf Course Project.

Motion by Village Trustee Dan Kolk, second by Village Trustee Stephanie Brassington, to approve the award of contract for the Orchard Hill Frisbee Golf Course project to MZ Construction in the amount of \$330,034 and accept Change Order 194611 to authorize the project in an amount not to exceed \$246,000.

President Czebotar discussed hesitation with moving the project forward while being in the midst of strategic planning. He suggested the Board wait until the strategic planning process provided prioritization for the many projects the Village would like to do including the frisbee golf course. Trustee Kolk disagreed with President Czebotar and discussed the Board had already prioritized and funded the disc golf course for 2019 and should move forward accordingly.

Motion by President Brad Czebotar, second by Trustee Jerry Adrian, to amend the motion to postpone the award of a contract for the Orchard Hill Frisbee Golf Course project and approval for Change Order 2019-01 until such time as the Board has completed its strategic planning process. Amendment fails 3 - 3 - 0 with Kolk, Brassington, and Lytle voting nay.

The Board returned to the original motion to approve the award of contract for the Orchard Hill Frisbee Golf Course project to MZ Construction in the amount of \$330,034 and accept Change Order 194611 to authorize the project in an amount not to exceed \$246,000. Motion carries 4 - 2 - 0 by acclamation with Trustee Adrian and Utter voting nay.

c. Discussion and action on Resolution #2019-21: a resolution ratifying and approving a purchase agreement for property located at 4900 Larson Beach Road.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve Resolution #2019-21: a resolution ratifying and approving a purchase agreement for property located at 4900 Larson Beach Road. Motion carries 6 - 0 - 0 by acclamation.

d. Discussion and action on a request for proposals for cleaning services for Village facilities.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve a request for proposals for cleaning services for Village facilities. Motion carries 5 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

e. Discussion and action on purchasing a new board table and equipment for the Community Room.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve purchasing a new board table and equipment for the Community Room. Motion carries 6 - 0 - 0 by acclamation.

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

Non

**7. ADJOURNMENT.**

Motion by Village Trustee Dan Kolk, second by Village Trustee Stephanie Brassington, to adjourn at 7:59 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 |
|--------------|------------------|--------------|---------------|--------------------------|--------------------------|----------------|------------------|--------------------|--------------|
| 09/19        | 09/13/2019       | 75227        | 30            | ALLIANT ENERGY/WP&L      | STREET LIGHTING (1)      | 082919         | 1                | 100-53000-291-000  | 9,097.94     |
| Total 75227: |                  |              |               |                          |                          |                |                  |                    | 9,097.94     |
| 09/19        | 09/13/2019       | 75228        | 158           | CHARTER COMMUNICATIONS   | PW INTERNET              | 0026239090     | 1                | 100-53000-221-000  | 107.16       |
| Total 75228: |                  |              |               |                          |                          |                |                  |                    | 107.16       |
| 09/19        | 09/13/2019       | 75229        | 1989          | CORPORATE BUSINESS SYSTE | ADMIN COPIERS            | 25462545       | 1                | 100-51420-240-000  | 190.54       |
| 09/19        | 09/13/2019       | 75229        | 1989          | CORPORATE BUSINESS SYSTE | PW COPIER                | 25511917       | 1                | 600-53610-310-000  | 31.12        |
| 09/19        | 09/13/2019       | 75229        | 1989          | CORPORATE BUSINESS SYSTE | PW COPIER                | 25511917       | 2                | 600-53710-310-000  | 31.12        |
| 09/19        | 09/13/2019       | 75229        | 1989          | CORPORATE BUSINESS SYSTE | PW COPIER                | 25511917       | 3                | 605-53440-310-000  | 31.12        |
| Total 75229: |                  |              |               |                          |                          |                |                  |                    | 283.90       |
| 09/19        | 09/13/2019       | 75230        | 16644         | DUERK, CHRIS             | PARK DEPOSIT REFUND      | 080919         | 1                | 100-1624           | 100.00       |
| Total 75230: |                  |              |               |                          |                          |                |                  |                    | 100.00       |
| 09/19        | 09/13/2019       | 75231        | 16257         | CORPORATE BUSINESS SYSTE | PW COLOR COPY OVERAGES   | 264771         | 1                | 605-53440-310-000  | 43.83        |
| 09/19        | 09/13/2019       | 75231        | 16257         | CORPORATE BUSINESS SYSTE | PW COLOR COPY OVERAGES   | 264771         | 2                | 600-53610-310-000  | 43.83        |
| 09/19        | 09/13/2019       | 75231        | 16257         | CORPORATE BUSINESS SYSTE | PW COLOR COPY OVERAGES   | 264771         | 3                | 600-53710-310-000  | 43.83        |
| 09/19        | 09/13/2019       | 75231        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES           | 264771         | 4                | 605-53440-310-000  | 34.00        |
| 09/19        | 09/13/2019       | 75231        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES           | 264771         | 5                | 600-53710-310-000  | 34.00        |
| 09/19        | 09/13/2019       | 75231        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES           | 264771         | 6                | 600-53610-310-000  | 34.00        |
| Total 75231: |                  |              |               |                          |                          |                |                  |                    | 233.49       |
| 09/19        | 09/20/2019       | 75236        | 26            | ALERT-ALL CORPORATION    | FIRE COMMUNITY RELATIONS | W23200         | 1                | 100-52200-391-000  | 1,110.00     |
| Total 75236: |                  |              |               |                          |                          |                |                  |                    | 1,110.00     |
| 09/19        | 09/20/2019       | 75237        | 1397          | ALL COMFORT SERVICES     | MC HVAC REPAIRS          | 600154         | 1                | 100-51600-242-000  | 496.50       |
| 09/19        | 09/20/2019       | 75237        | 1397          | ALL COMFORT SERVICES     | MC HVAC MAINTENANCE      | 600508         | 1                | 100-51600-242-000  | 262.50       |

M = Manual Check, V = Void Check

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Description               | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|---------------------------|-------------------|---------------------|-----------------------|-----------------|
| Total 75237: |                     |                 |                  |                           |                           |                   |                     |                       | 759.00          |
| 09/19        | 09/20/2019          | 75238           | 30               | ALLIANT ENERGY/WP&L       | MUNICIPAL CENTER          | 091119            | 1                   | 100-51600-220-000     | 3,221.50        |
| 09/19        | 09/20/2019          | 75238           | 30               | ALLIANT ENERGY/WP&L       | LIBRARY                   | 091119            | 2                   | 205-55110-220-000     | 2,224.06        |
| 09/19        | 09/20/2019          | 75238           | 30               | ALLIANT ENERGY/WP&L       | SOCCER BUILDING           | 091119            | 3                   | 100-55200-220-000     | 16.12           |
| Total 75238: |                     |                 |                  |                           |                           |                   |                     |                       | 5,461.68        |
| 09/19        | 09/20/2019          | 75239           | 10               | ARAMARK                   | MATS                      | 1640879960        | 1                   | 205-55110-242-000     | 37.00           |
| 09/19        | 09/20/2019          | 75239           | 10               | ARAMARK                   | MATS                      | 1640884679        | 1                   | 205-55110-242-000     | 37.00           |
| 09/19        | 09/20/2019          | 75239           | 10               | ARAMARK                   | MATS                      | 1640889371        | 1                   | 205-55110-242-000     | 37.00           |
| Total 75239: |                     |                 |                  |                           |                           |                   |                     |                       | 111.00          |
| 09/19        | 09/20/2019          | 75240           | 1359             | AUTO CLEAN LLC            | SQUAD WASHES              | 3858              | 1                   | 100-52100-241-000     | 100.00          |
| Total 75240: |                     |                 |                  |                           |                           |                   |                     |                       | 100.00          |
| 09/19        | 09/20/2019          | 75241           | 17141            | BADGERLAND DISPOSAL       | PORTABLE RESTROOM RENTALS | 0000841638        | 1                   | 100-55200-340-000     | 330.00          |
| Total 75241: |                     |                 |                  |                           |                           |                   |                     |                       | 330.00          |
| 09/19        | 09/20/2019          | 75242           | 74               | BAKER & TAYLOR BOOKS      | ADULT BOOKS               | 2034764583        | 1                   | 205-55110-344-000     | 501.73          |
| 09/19        | 09/20/2019          | 75242           | 74               | BAKER & TAYLOR BOOKS      | JUVENILE BOOKS            | 2034765997        | 1                   | 205-55110-344-000     | 483.29          |
| 09/19        | 09/20/2019          | 75242           | 74               | BAKER & TAYLOR BOOKS      | ADULT BOOKS               | 2034773016        | 1                   | 205-55110-344-000     | 243.66          |
| 09/19        | 09/20/2019          | 75242           | 74               | BAKER & TAYLOR BOOKS      | JUVENILE BOOKS            | 2034784808        | 1                   | 205-55110-344-000     | 72.34           |
| 09/19        | 09/20/2019          | 75242           | 74               | BAKER & TAYLOR BOOKS      | ADULT BOOKS               | 2034791047        | 1                   | 205-55110-344-000     | 652.58          |
| 09/19        | 09/20/2019          | 75242           | 74               | BAKER & TAYLOR BOOKS      | ADULT BOOKS               | 5015698970        | 1                   | 205-55110-344-000     | 146.79          |
| Total 75242: |                     |                 |                  |                           |                           |                   |                     |                       | 2,100.39        |
| 09/19        | 09/20/2019          | 75243           | 1019             | BAKER TILLY VIRCHOW KRAUS | PARK IMPACT FEE           | BT1468307         | 1                   | 400-57120-211-000     | 1,920.00        |
| Total 75243: |                     |                 |                  |                           |                           |                   |                     |                       | 1,920.00        |
| 09/19        | 09/20/2019          | 75244           | 1264             | BARNES INC                | DROPOFF SITE              | 128930            | 1                   | 610-53620-212-000     | 14,109.97       |
| 09/19        | 09/20/2019          | 75244           | 1264             | BARNES INC                | PW SUMMER APPLICATION     | 128930            | 2                   | 100-53000-340-000     | 63.25           |
| 09/19        | 09/20/2019          | 75244           | 1264             | BARNES INC                | PW SUMMER APPLICATION     | 128930            | 3                   | 600-53716-340-000     | 17.25           |

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| 09/19        | 09/20/2019       | 75244        | 1264          | BARNES INC                | PW SUMMER APPLICATION | 128930         | 4                | 600-53616-340-000  | 17.25        |
| 09/19        | 09/20/2019       | 75244        | 1264          | BARNES INC                | PW SUMMER APPLICATION | 128930         | 5                | 605-53440-340-000  | 17.25        |
| Total 75244: |                  |              |               |                           |                       |                |                  |                    | 14,224.97    |
| 09/19        | 09/20/2019       | 75245        | 79            | BAYCOM INC                | RADIO MIC             | EQUIPINV_0     | 1                | 100-52100-340-000  | 106.40       |
| Total 75245: |                  |              |               |                           |                       |                |                  |                    | 106.40       |
| 09/19        | 09/20/2019       | 75246        | 1256          | BOUND TREE MEDICAL, LLC   | TRAINING SUPPLIES     | 83331744       | 1                | 100-52200-331-000  | 38.49        |
| 09/19        | 09/20/2019       | 75246        | 1256          | BOUND TREE MEDICAL, LLC   | EMS - SUPPLIES        | 83334278       | 1                | 100-52200-340-000  | 168.56       |
| Total 75246: |                  |              |               |                           |                       |                |                  |                    | 207.05       |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | PI01953        | 1                | 100-53000-241-000  | 40.14        |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | PI01953        | 2                | 600-53718-241-000  | 10.95        |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | PI01953        | 3                | 600-53616-241-000  | 10.95        |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | PI01953        | 4                | 605-53440-241-000  | 10.94        |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | SI53554        | 1                | 100-53000-241-000  | 329.84       |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | SI53554        | 2                | 600-53718-241-000  | 89.95        |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | SI53554        | 3                | 600-53616-241-000  | 89.96        |
| 09/19        | 09/20/2019       | 75247        | 2024          | BURRIS EQUIPMENT          | MOWER PARTS           | SI53554        | 4                | 605-53440-241-000  | 89.95        |
| Total 75247: |                  |              |               |                           |                       |                |                  |                    | 672.68       |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 1                | 100-51420-321-000  | 612.84       |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 2                | 605-53440-321-000  | 12.45        |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 3                | 305-51410-210-000  | .71          |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 4                | 310-51410-210-000  | .69          |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 5                | 600-53610-321-000  | 156.89       |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 6                | 600-53710-321-000  | 55.57        |
| 09/19        | 09/20/2019       | 75248        | 139           | CAPITAL NEWSPAPERS        | JOB POSTING           | 2542657        | 7                | 600-53710-321-000  | 89.85        |
| Total 75248: |                  |              |               |                           |                       |                |                  |                    | 929.00       |
| 09/19        | 09/20/2019       | 75249        | 16382         | CITY OF MONONA POLICE DEP | PURCHASE OF SUPPLIES  | 090519         | 1                | 100-52100-340-000  | 120.00       |
| Total 75249: |                  |              |               |                           |                       |                |                  |                    | 120.00       |

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| 09/19        | 09/20/2019       | 75250        | 16247         | CITY TREASURER           | STORMWATER CHARGE             | 71006-09091    | 1                | 605-53440-530-000  | 20.21        |
| Total 75250: |                  |              |               |                          |                               |                |                  |                    | 20.21        |
| 09/19        | 09/20/2019       | 75251        | 196           | CONNEY SAFETY PRODUCTS   | SAFETY CONES-POLICE           | 05754785       | 1                | 100-52100-340-000  | 58.44        |
| Total 75251: |                  |              |               |                          |                               |                |                  |                    | 58.44        |
| 09/19        | 09/20/2019       | 75252        | 1989          | CORPORATE BUSINESS SYSTE | COPIER LEASE                  | 25528024       | 1                | 205-55110-240-000  | 142.30       |
| Total 75252: |                  |              |               |                          |                               |                |                  |                    | 142.30       |
| 09/19        | 09/20/2019       | 75253        | 16296         | DANE CO DEPT OF HUMAN SV | MEALSITE DONATION - MCFARLAND | AUGUST201      | 1                | 100-2435           | 2,639.00     |
| 09/19        | 09/20/2019       | 75253        | 16296         | DANE CO DEPT OF HUMAN SV | MEALSITE DONATION - CAMBRIDGE | AUGUST201      | 2                | 100-2435           | 711.00       |
| Total 75253: |                  |              |               |                          |                               |                |                  |                    | 3,350.00     |
| 09/19        | 09/20/2019       | 75254        | 261           | DECKER SUPPLY CO INC     | SIGN PARTS                    | 907070         | 1                | 100-53000-340-000  | 22.15        |
| 09/19        | 09/20/2019       | 75254        | 261           | DECKER SUPPLY CO INC     | SHOP SUPPLIES                 | 907070         | 2                | 100-53000-340-000  | 126.06       |
| 09/19        | 09/20/2019       | 75254        | 261           | DECKER SUPPLY CO INC     | SHOP SUPPLIES                 | 907070         | 3                | 600-53716-340-000  | 34.38        |
| 09/19        | 09/20/2019       | 75254        | 261           | DECKER SUPPLY CO INC     | SHOP SUPPLIES                 | 907070         | 4                | 600-53616-340-000  | 34.38        |
| 09/19        | 09/20/2019       | 75254        | 261           | DECKER SUPPLY CO INC     | SHOP SUPPLIES                 | 907070         | 5                | 605-53440-340-000  | 34.38        |
| Total 75254: |                  |              |               |                          |                               |                |                  |                    | 251.35       |
| 09/19        | 09/20/2019       | 75255        | 281           | DIGGERS HOTLINE INC      | LOCATES SEWER                 | 190837601      | 1                | 600-53610-210-000  | 285.93       |
| 09/19        | 09/20/2019       | 75255        | 281           | DIGGERS HOTLINE INC      | LOCATES WATER                 | 190837601      | 2                | 600-53710-210-000  | 285.94       |
| Total 75255: |                  |              |               |                          |                               |                |                  |                    | 571.87       |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | PARK SUPPLIES                 | 1679223        | 1                | 100-55200-340-000  | 56.66        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1680401        | 1                | 100-53000-241-000  | 38.85        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1680401        | 2                | 600-53718-241-000  | 10.60        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1680401        | 3                | 600-53616-241-000  | 10.60        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1680401        | 4                | 605-53440-241-000  | 10.59        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1681399        | 1                | 100-53000-241-000  | 151.66       |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1681399        | 2                | 600-53718-241-000  | 41.36        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1681399        | 3                | 600-53616-241-000  | 41.36        |
| 09/19        | 09/20/2019       | 75256        | 338           | ENGELHART INC            | MOWER PARTS                   | 1681399        | 4                | 605-53440-241-000  | 41.37        |

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|--------------|---------------------|-----------------|------------------|--------------------------|---------------------------------|-------------------|---------------------|-----------------------|-----------------|
| Total 75256: |                     |                 |                  |                          |                                 |                   |                     |                       | 403.05          |
| 09/19        | 09/20/2019          | 75257           | 1200             | EZ OFFICE PRODUCTS       | FOLDERS FOR BUILDING INSPECTORS | 454893-1          | 1                   | 100-52400-310-000     | 31.98           |
| Total 75257: |                     |                 |                  |                          |                                 |                   |                     |                       | 31.98           |
| 09/19        | 09/20/2019          | 75258           | 361              | FIRST SUPPLY LLC MADISON | WATER MAIN REPAIR PARTS         | 11851552-00       | 1                   | 600-53718-822-102     | 434.00          |
| Total 75258: |                     |                 |                  |                          |                                 |                   |                     |                       | 434.00          |
| 09/19        | 09/20/2019          | 75259           | 366              | FOREMOST PROMOTIONS      | FIRE PREVENTION MATERIALS       | 482428            | 1                   | 100-52200-391-000     | 200.16          |
| Total 75259: |                     |                 |                  |                          |                                 |                   |                     |                       | 200.16          |
| 09/19        | 09/20/2019          | 75260           | 372              | FOX VALLEY TECH COLLEGE  | SCHROECKENTHALER - CLASS        | TPB0000546        | 1                   | 100-52100-331-000     | 75.00           |
| Total 75260: |                     |                 |                  |                          |                                 |                   |                     |                       | 75.00           |
| 09/19        | 09/20/2019          | 75261           | 390              | GBR CORPORATION          | MC ROOF REPAIR                  | DF1411            | 1                   | 100-51600-242-000     | 165.51          |
| 09/19        | 09/20/2019          | 75261           | 390              | GBR CORPORATION          | MC ROOF REPAIR                  | DF1411            | 2                   | 600-53716-242-000     | 45.14           |
| 09/19        | 09/20/2019          | 75261           | 390              | GBR CORPORATION          | MC ROOF REPAIR                  | DF1411            | 3                   | 600-53616-242-000     | 45.14           |
| 09/19        | 09/20/2019          | 75261           | 390              | GBR CORPORATION          | MC ROOF REPAIR                  | DF1411            | 4                   | 605-53440-242-000     | 45.14           |
| Total 75261: |                     |                 |                  |                          |                                 |                   |                     |                       | 300.93          |
| 09/19        | 09/20/2019          | 75262           | 395              | GENERAL COMMUNICATIONS I | VEHICLE MAINTENANCE             | 271644            | 1                   | 100-52100-241-000     | 675.00          |
| Total 75262: |                     |                 |                  |                          |                                 |                   |                     |                       | 675.00          |
| 09/19        | 09/20/2019          | 75263           | 17092            | GENERAL ENGINEERING COMP | BUILDING INSPECTION SERVICES    | 07                | 1                   | 100-52400-211-000     | 10,010.26       |
| Total 75263: |                     |                 |                  |                          |                                 |                   |                     |                       | 10,010.26       |
| 09/19        | 09/20/2019          | 75264           | 2223             | GILBERTS, MARY           | MCF N - TRAINING MILEAGE        | MG081119          | 1                   | 100-54600-330-000     | 12.18           |
| 09/19        | 09/20/2019          | 75264           | 2223             | GILBERTS, MARY           | MCF N - KITCHEN SUPPLIES        | MG081119          | 2                   | 100-54600-340-000     | 8.58            |
| Total 75264: |                     |                 |                  |                          |                                 |                   |                     |                       | 20.76           |

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| 09/19        | 09/20/2019       | 75265        | 16701         | GOODLUND, JENNY          | PARK DEPOSIT REFUND                    | 090819         | 1                | 100-1624           | 200.00       |
| Total 75265: |                  |              |               |                          |                                        |                |                  |                    | 200.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 1                | 100-51410-331-000  | 200.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 2                | 100-51420-331-000  | 150.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 3                | 100-52100-331-000  | 150.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 4                | 100-52200-331-000  | 150.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 5                | 100-52400-331-000  | 150.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 6                | 100-53000-331-000  | 150.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 7                | 100-54600-331-000  | 150.00       |
| 09/19        | 09/20/2019       | 75266        | 17186         | GOVHR USA                | PERFORMANCE EVAL TRAINING              | 3-09-19-258    | 8                | 100-55200-331-000  | 150.00       |
| Total 75266: |                  |              |               |                          |                                        |                |                  |                    | 1,250.00     |
| 09/19        | 09/20/2019       | 75267        | 17183         | HEARTLAND AG SYSTEMS     | VEHICLE MAINTENANCE                    | IF01199        | 1                | 100-53000-241-000  | 11.53        |
| 09/19        | 09/20/2019       | 75267        | 17183         | HEARTLAND AG SYSTEMS     | VEHICLE MAINTENANCE                    | IF01199        | 2                | 600-53718-241-000  | 3.15         |
| 09/19        | 09/20/2019       | 75267        | 17183         | HEARTLAND AG SYSTEMS     | VEHICLE MAINTENANCE                    | IF01199        | 3                | 600-53616-241-000  | 3.14         |
| 09/19        | 09/20/2019       | 75267        | 17183         | HEARTLAND AG SYSTEMS     | VEHICLE MAINTENANCE                    | IF01199        | 4                | 605-53440-241-000  | 3.14         |
| Total 75267: |                  |              |               |                          |                                        |                |                  |                    | 20.96        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | UTILITY BILLS                          | 65310          | 1                | 600-53610-310-000  | 69.57        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | UTILITY BILLS                          | 65310          | 2                | 600-53710-310-000  | 69.57        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | UTILITY BILLS                          | 65310          | 3                | 605-53440-340-000  | 69.56        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | ENVELOPES                              | 65322          | 1                | 100-51420-310-000  | 510.72       |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | ENVELOPES                              | 65322          | 2                | 600-53610-310-000  | 95.76        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | ENVELOPES                              | 65322          | 3                | 600-53710-310-000  | 95.76        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | ENVELOPES                              | 65322          | 4                | 605-53440-310-000  | 95.76        |
| 09/19        | 09/20/2019       | 75268        | 1694          | HEARTLAND LITHO          | COURT OFFICE SUPPLIES                  | 65323          | 1                | 100-51200-310-000  | 283.00       |
| Total 75268: |                  |              |               |                          |                                        |                |                  |                    | 1,289.70     |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA | PLAN PUBLIC HEARING - 2019-17 KRAEMER  | 4184-083119    | 1                | 100-51100-321-000  | 30.60        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA | PLAN PUBLIC HEARING - KUEHL CUP        | 4184-083119    | 2                | 100-51100-321-000  | 22.58        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA | PLAN PUBLIC HEARING - BIZY LOU         | 4184-083119    | 3                | 100-51100-321-000  | 25.13        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA | PLAN PUBLIC HEARING - LAKESTONE CSM    | 4184-083119    | 4                | 100-51100-321-000  | 34.09        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA | PLAN PUBLIC HEARING - 2019-15 ZONING C | 4184-083119    | 5                | 100-51100-321-000  | 58.98        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA | PLAN PUBLIC HEARING - FONTAIN CSM      | 4184-083119    | 6                | 100-51100-321-000  | 24.44        |

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| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA   | PLAN PUBLIC HEARING - KRAEMERCSM    | 4184-083119    | 7                | 100-51100-321-000  | 24.44        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA   | MCF HOUSE CAFE PREMISE EXP          | 4184-083119    | 8                | 100-51100-321-000  | 10.65        |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA   | VILLAGE BOARD MINUTES               | 4184-083119    | 9                | 100-51100-321-000  | 122.63       |
| 09/19        | 09/20/2019       | 75269        | 442           | HOMETOWN NEWS LIMITED PA   | PW CREWPERSON AD                    | 4184-083119    | 10               | 100-51420-211-000  | 330.00       |
| Total 75269: |                  |              |               |                            |                                     |                |                  |                    | 683.54       |
| 09/19        | 09/20/2019       | 75270        | 452           | HYDRITE CHEMICAL           | WATER CHEMICALS                     | 02287082       | 1                | 600-53717-340-000  | 588.36       |
| Total 75270: |                  |              |               |                            |                                     |                |                  |                    | 588.36       |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109574       | 1                | 100-55200-340-000  | 23.40        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109574       | 2                | 600-53616-340-000  | 89.39        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109574       | 3                | 600-53716-340-000  | 89.39        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109574       | 4                | 100-53000-340-000  | 242.16       |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109574       | 5                | 605-53440-340-000  | 62.41        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | EQUIPMENT MAINTENANCE               | IN109590       | 1                | 100-52200-240-000  | 160.70       |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | EQUIPMENT MAINTENANCE               | IN109591       | 1                | 100-52200-240-000  | 11.70        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109592       | 1                | 100-52100-240-000  | 19.50        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109594       | 1                | 100-51600-242-000  | 65.42        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109594       | 2                | 600-53716-242-000  | 17.84        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109594       | 3                | 600-53616-242-000  | 17.85        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | FIRE EXTINGUISHER MAINTENANCE       | IN109594       | 4                | 605-53440-242-000  | 17.84        |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | TURNOUT GEAR                        | IN109764       | 1                | 400-57220-811-103  | 8,277.00     |
| 09/19        | 09/20/2019       | 75271        | 476           | JEFFERSON FIRE & SAFETY IN | PASSPORT SHIELDS                    | IN110047       | 1                | 100-52200-343-000  | 120.00       |
| Total 75271: |                  |              |               |                            |                                     |                |                  |                    | 9,214.60     |
| 09/19        | 09/20/2019       | 75272        | 2205          | JOB, JEREMY                | UNIFORM ALLOW - JOB                 | JJ082919       | 1                | 100-52100-142-000  | 57.11        |
| Total 75272: |                  |              |               |                            |                                     |                |                  |                    | 57.11        |
| 09/19        | 09/20/2019       | 75273        | 485           | JP COOKE CO                | CAT LICENSE/DOG PARK TAGS AND RINGS | 1089437        | 1                | 100-55200-340-000  | 89.00        |
| 09/19        | 09/20/2019       | 75273        | 485           | JP COOKE CO                | CAT LICENSE/DOG PARK TAGS AND RINGS | 1089437        | 2                | 100-51420-310-000  | 44.00        |
| Total 75273: |                  |              |               |                            |                                     |                |                  |                    | 133.00       |
| 09/19        | 09/20/2019       | 75274        | 16412         | LAFORCE                    | MC DOOR PARTS                       | 1109788        | 1                | 100-51600-242-000  | 49.50        |
| 09/19        | 09/20/2019       | 75274        | 16412         | LAFORCE                    | MC DOOR PARTS                       | 1109788        | 2                | 600-53716-242-000  | 13.50        |

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| 09/19        | 09/20/2019       | 75274        | 16412         | LAFORCE                    | MC DOOR PARTS                      | 1109788        | 3                | 600-53616-242-000  | 13.50        |
| 09/19        | 09/20/2019       | 75274        | 16412         | LAFORCE                    | MC DOOR PARTS                      | 1109788        | 4                | 605-53440-242-000  | 13.50        |
| Total 75274: |                  |              |               |                            |                                    |                |                  |                    | 90.00        |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184461P       | 1                | 605-53440-241-000  | 4.95         |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184461P       | 2                | 600-53616-241-000  | 4.95         |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184461P       | 3                | 600-53718-241-000  | 4.95         |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184461P       | 4                | 100-53000-241-000  | 18.15        |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184582P       | 1                | 100-53000-241-000  | 182.31       |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184582P       | 2                | 600-53718-241-000  | 49.72        |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184582P       | 3                | 600-53616-241-000  | 49.73        |
| 09/19        | 09/20/2019       | 75275        | 2121          | LAKESIDE INTERNATIONAL LLC | TRUCK PARTS                        | 8184582P       | 4                | 605-53440-241-000  | 49.72        |
| Total 75275: |                  |              |               |                            |                                    |                |                  |                    | 364.48       |
| 09/19        | 09/20/2019       | 75276        | 548           | LIBRARY PETTY CASH         | LIBRARY OFFICE SUPPLIES            | 091819         | 1                | 205-55110-310-000  | 42.64        |
| 09/19        | 09/20/2019       | 75276        | 548           | LIBRARY PETTY CASH         | PROGRAM SUPPLIES                   | 091819         | 2                | 205-55110-391-000  | 9.99         |
| 09/19        | 09/20/2019       | 75276        | 548           | LIBRARY PETTY CASH         | POSTAGE                            | 091819         | 3                | 205-55110-311-000  | 19.29        |
| Total 75276: |                  |              |               |                            |                                    |                |                  |                    | 71.92        |
| 09/19        | 09/20/2019       | 75277        | 563           | LW ALLEN LLC               | LIST STATION #2 REPAIRS            | 100397         | 1                | 600-53616-340-000  | 7,717.45     |
| Total 75277: |                  |              |               |                            |                                    |                |                  |                    | 7,717.45     |
| 09/19        | 09/20/2019       | 75278        | 1759          | MANDT SANDFILL TRUCKING    | WATER MAIN REPAIRS                 | 47613          | 1                | 600-53718-822-101  | 80.00        |
| 09/19        | 09/20/2019       | 75278        | 1759          | MANDT SANDFILL TRUCKING    | STREET SWEEPINGS                   | 47613          | 2                | 605-53440-210-000  | 165.00       |
| 09/19        | 09/20/2019       | 75278        | 1759          | MANDT SANDFILL TRUCKING    | WATER MAIN REPAIRS                 | 47923          | 1                | 600-53718-822-101  | 507.61       |
| Total 75278: |                  |              |               |                            |                                    |                |                  |                    | 752.61       |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | ITEMS FOR CROSSING GUARDS - PUT ON | 60925-08311    | 1                | 100-52100-340-000  | 30.53        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | LIBRARY                            | 95094-08311    | 1                | 205-55110-242-000  | 25.98        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | PD                                 | 95094-08311    | 2                | 100-52100-241-000  | 8.16         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | CHAINS AW SHARPENER                | 95094-08311    | 3                | 100-52200-240-000  | 28.00        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | CHAINS AW CHAIN                    | 95094-08311    | 4                | 100-52200-240-000  | 21.38        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | MISC                               | 95094-08311    | 5                | 100-52200-340-000  | 11.58        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE       | PW ITEMS                           | 95094-08311    | 6                | 100-53000-241-000  | 20.10        |

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| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 7                | 100-53000-340-000  | 170.48       |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 8                | 100-51600-242-000  | 8.39         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 9                | 100-55200-340-000  | 256.99       |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 10               | 600-53718-241-000  | 5.48         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 11               | 600-53616-241-000  | 5.48         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 12               | 605-53440-241-000  | 5.48         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 13               | 600-53716-340-000  | 46.17        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 14               | 600-53616-340-000  | 46.17        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 15               | 605-53440-340-000  | 46.18        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 16               | 600-53716-242-000  | 2.29         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 17               | 600-53616-242-000  | 2.29         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PW ITEMS                    | 95094-08311    | 18               | 605-53440-242-000  | 2.29         |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | FAN - NUTRITION             | 95094-08311    | 19               | 100-54600-340-000  | 43.18        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | PD CROSSING BOXES           | 95094-08311    | 20               | 100-52100-340-000  | 25.13        |
| 09/19        | 09/20/2019       | 75279        | 618           | MCFARLAND TRUE VALUE | FINANCE CHARGE              | 95094-08311    | 21               | 100-53000-310-000  | 8.33         |
| Total 75279: |                  |              |               |                      |                             |                |                  |                    | 820.06       |
| 09/19        | 09/20/2019       | 75280        | 640           | MGE                  | STREET LIGHTS               | 11299443-09    | 1                | 100-53000-291-000  | 682.66       |
| Total 75280: |                  |              |               |                      |                             |                |                  |                    | 682.66       |
| 09/19        | 09/20/2019       | 75281        | 17189         | MONTREY, SYDNEY      | OVERPAYMENT ON CITATION     | 091719         | 1                | 100-45110-000      | 12.60        |
| Total 75281: |                  |              |               |                      |                             |                |                  |                    | 12.60        |
| 09/19        | 09/20/2019       | 75282        | 1976          | MURPHY DESMOND SC    | LAKESTONE PROPERTIES ESCROW | 8088198        | 1                | 100-2640           | 1,950.00     |
| Total 75282: |                  |              |               |                      |                             |                |                  |                    | 1,950.00     |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680301         | 1                | 100-53000-241-000  | 5.62         |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680301         | 2                | 600-53718-241-000  | 1.53         |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680301         | 3                | 600-53616-241-000  | 1.53         |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680301         | 4                | 605-53440-241-000  | 1.53         |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680437         | 1                | 100-53000-241-000  | 162.25       |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680437         | 2                | 600-53718-241-000  | 44.25        |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680437         | 3                | 600-53616-241-000  | 44.25        |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | VEHICLE PARTS               | 680437         | 4                | 605-53440-241-000  | 44.25        |
| 09/19        | 09/20/2019       | 75283        | 1896          | NAPA AUTO PARTS      | MOWER MAINTENANCE           | 680597         | 1                | 605-53440-241-000  | 5.96         |

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| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Description                   | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|-------------------------------|-------------------|---------------------|-----------------------|-----------------|
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | MOWER MAINTENANCE             | 680597            | 2                   | 600-53616-241-000     | 5.96            |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | MOWER MAINTENANCE             | 680597            | 3                   | 600-53718-241-000     | 5.96            |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | MOWER MAINTENANCE             | 680597            | 4                   | 100-53000-241-000     | 21.84           |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | VEHICLE PARTS                 | 680711            | 1                   | 100-53000-241-000     | 30.25-          |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | VEHICLE PARTS                 | 680711            | 2                   | 600-53718-241-000     | 8.25-           |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | VEHICLE PARTS                 | 680711            | 3                   | 600-53616-241-000     | 8.25-           |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | VEHICLE PARTS                 | 680711            | 4                   | 605-53440-241-000     | 8.25-           |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | FILTERS FOR SQUADS            | 681943            | 1                   | 100-52100-241-000     | 19.28           |
| 09/19        | 09/20/2019          | 75283           | 1896             | NAPA AUTO PARTS           | VEHICLE PARTS                 | 681953            | 1                   | 605-53440-241-000     | 14.17           |
| Total 75283: |                     |                 |                  |                           |                               |                   |                     |                       | 323.38          |
| 09/19        | 09/20/2019          | 75284           | 2082             | NASSCO INC                | PARK SUPPLIES                 | S2519112.00       | 1                   | 100-55200-340-000     | 130.72          |
| Total 75284: |                     |                 |                  |                           |                               |                   |                     |                       | 130.72          |
| 09/19        | 09/20/2019          | 75285           | 705              | NFPA                      | FIRE PREVENTION WEEK SUPPLIES | 7563795Y          | 1                   | 100-52200-391-000     | 58.55           |
| Total 75285: |                     |                 |                  |                           |                               |                   |                     |                       | 58.55           |
| 09/19        | 09/20/2019          | 75286           | 16984            | NORTH CENTRAL UTILITY OF  | TRUCK PARTS                   | 553600            | 1                   | 100-53000-241-000     | 20.66           |
| 09/19        | 09/20/2019          | 75286           | 16984            | NORTH CENTRAL UTILITY OF  | TRUCK PARTS                   | 553600            | 2                   | 600-53718-241-000     | 5.63            |
| 09/19        | 09/20/2019          | 75286           | 16984            | NORTH CENTRAL UTILITY OF  | TRUCK PARTS                   | 553600            | 3                   | 600-53616-241-000     | 5.63            |
| 09/19        | 09/20/2019          | 75286           | 16984            | NORTH CENTRAL UTILITY OF  | TRUCK PARTS                   | 553600            | 4                   | 605-53440-241-000     | 5.63            |
| Total 75286: |                     |                 |                  |                           |                               |                   |                     |                       | 37.55           |
| 09/19        | 09/20/2019          | 75287           | 16890            | PIRTEK MADISON            | VEHICLE MAINTENANCE           | S3011564.00       | 1                   | 600-53616-241-000     | 31.30           |
| 09/19        | 09/20/2019          | 75287           | 16890            | PIRTEK MADISON            | VEHICLE MAINTENANCE           | S3011564.00       | 2                   | 605-53440-241-000     | 31.29           |
| 09/19        | 09/20/2019          | 75287           | 16890            | PIRTEK MADISON            | VEHICLE MAINTENANCE           | S3011564.00       | 3                   | 600-53718-241-000     | 31.30           |
| 09/19        | 09/20/2019          | 75287           | 16890            | PIRTEK MADISON            | VEHICLE MAINTENANCE           | S3011564.00       | 4                   | 100-53000-241-000     | 114.75          |
| Total 75287: |                     |                 |                  |                           |                               |                   |                     |                       | 208.64          |
| 09/19        | 09/20/2019          | 75288           | 764              | PREMIER PAINT & WALLPAPER | PAINT                         | 55215             | 1                   | 100-52200-242-000     | 71.98           |
| Total 75288: |                     |                 |                  |                           |                               |                   |                     |                       | 71.98           |
| 09/19        | 09/20/2019          | 75289           | 748              | PURCHASE POWER            | REFILL OF POSTAGE             | 091019            | 1                   | 100-1622              | 1,820.00        |

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| 09/19        | 09/20/2019       | 75289        | 748           | PURCHASE POWER              | REFILL CHARGE                      | 091019         | 2                | 100-51420-311-000  | 20.99        |
| Total 75289: |                  |              |               |                             |                                    |                |                  |                    | 1,840.99     |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | QUAM TERMINAL DRIVE DEVELOPMENT    | 64771          | 1                | 100-2640           | 2,019.00     |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | LAKESTONE FARWELL DEVELOPMENT      | 64773          | 1                | 100-2640           | 4,215.00     |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | JUNIPER RIDGE ESCROW               | 64774          | 1                | 100-2640           | 144.00       |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | PARK VIEW ESTATES ESCROW           | 64776          | 1                | 100-2640           | 45.00        |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | GENERAL LEGAL                      | 64781          | 1                | 100-51300-210-101  | 166.50       |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | PROSECUTIONS                       | 64786          | 1                | 100-51300-210-102  | 3,010.00     |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | GENERAL LEGAL                      | 64791          | 1                | 100-51300-210-101  | 8,434.50     |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | PROSECUTIONS                       | 64791          | 2                | 100-51300-210-102  | 942.00       |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | LEGAL - IMPACT STUDY               | 64791          | 3                | 400-57120-211-000  | 444.00       |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | LEGAL - LAND PURCHASE              | 64791          | 4                | 400-57620-826-000  | 3,182.00     |
| 09/19        | 09/20/2019       | 75290        | 16829         | REUTER, WHITISH & EVANS, S. | LEGAL - WATER SERVICE              | 64791          | 5                | 600-53710-210-000  | 352.00       |
| Total 75290: |                  |              |               |                             |                                    |                |                  |                    | 22,954.00    |
| 09/19        | 09/20/2019       | 75291        | 9137          | RICOH USA INC               | RICOH COPIER EXTRA                 | 5057452979     | 1                | 100-52100-240-000  | 34.29        |
| Total 75291: |                  |              |               |                             |                                    |                |                  |                    | 34.29        |
| 09/19        | 09/20/2019       | 75292        | 818           | ROTO ROOTER SEWER SERVI     | LIFTSTATION CLEANING               | 190894         | 1                | 600-53616-242-000  | 2,675.00     |
| Total 75292: |                  |              |               |                             |                                    |                |                  |                    | 2,675.00     |
| 09/19        | 09/20/2019       | 75293        | 17190         | RUDOLF, ROB                 | REFUND OF OVERPAYMENT - HOUSE MOVE | 091919         | 1                | 100-46220-000      | 211.75       |
| Total 75293: |                  |              |               |                             |                                    |                |                  |                    | 211.75       |
| 09/19        | 09/20/2019       | 75294        | 17185         | SCHMITT, MICHAEL            | SPEAKER'S FEE                      | 1000           | 1                | 205-55110-391-000  | 150.00       |
| Total 75294: |                  |              |               |                             |                                    |                |                  |                    | 150.00       |
| 09/19        | 09/20/2019       | 75295        | 16268         | SCHROECKENTHALER, MATTH     | INSERVICE MEAL                     | MS082619       | 1                | 100-52100-331-000  | 7.00         |
| Total 75295: |                  |              |               |                             |                                    |                |                  |                    | 7.00         |
| 09/19        | 09/20/2019       | 75296        | 1165          | SPRANG, SARA                | CM MILEAGE                         | SS083019       | 1                | 100-54600-141-000  | 74.24        |

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| Total 75296: |                  |              |               |                          |                                     |                |                  |                    | 74.24        |
| 09/19        | 09/20/2019       | 75297        | 17188         | SSM HEALTH MEDICAL GROUP | SSM HEALTH PHYSICALS                | 2609882        | 1                | 100-52200-210-000  | 561.00       |
| Total 75297: |                  |              |               |                          |                                     |                |                  |                    | 561.00       |
| 09/19        | 09/20/2019       | 75298        | 906           | STOUGHTON HOSPITAL       | BLOOD WORK                          | 090919         | 1                | 100-52100-210-000  | 63.00        |
| Total 75298: |                  |              |               |                          |                                     |                |                  |                    | 63.00        |
| 09/19        | 09/20/2019       | 75299        | 17184         | TELEFLEX LLC             | EMS - SUPPLIES                      | 9501630096     | 1                | 100-52200-340-000  | 562.50       |
| Total 75299: |                  |              |               |                          |                                     |                |                  |                    | 562.50       |
| 09/19        | 09/20/2019       | 75300        | 2042          | THOMSON REUTERS          | WEST INFORMATION CHARGES            | 840902350      | 1                | 100-52100-210-000  | 167.08       |
| Total 75300: |                  |              |               |                          |                                     |                |                  |                    | 167.08       |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | VEHICLE MAINT                       | 0044185        | 1                | 100-53000-241-000  | 166.39       |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | VEHICLE MAINT                       | 0044185        | 2                | 600-53718-241-000  | 45.38        |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | VEHICLE MAINT                       | 0044185        | 3                | 600-53616-241-000  | 45.38        |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | VEHICLE MAINT                       | 0044185        | 4                | 605-53440-241-000  | 45.37        |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | TRUCK REPAIR                        | 0044233        | 1                | 100-53000-241-000  | 166.39       |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | TRUCK REPAIR                        | 0044233        | 2                | 600-53718-241-000  | 45.38        |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | TRUCK REPAIR                        | 0044233        | 3                | 600-53616-241-000  | 45.38        |
| 09/19        | 09/20/2019       | 75301        | 957           | TOM'S AUTO CENTER INC    | TRUCK REPAIR                        | 0044233        | 4                | 605-53440-241-000  | 45.37        |
| Total 75301: |                  |              |               |                          |                                     |                |                  |                    | 605.04       |
| 09/19        | 09/20/2019       | 75302        | 16640         | TOP PACK DEFENSE LLC     | SHERVEN-UNIFORM ALLOWANCE           | 2705           | 1                | 100-52100-142-000  | 59.05        |
| 09/19        | 09/20/2019       | 75302        | 16640         | TOP PACK DEFENSE LLC     | ONKEN - UNIFORM ALLOWANCE           | 2707           | 1                | 100-52100-142-000  | 259.99       |
| 09/19        | 09/20/2019       | 75302        | 16640         | TOP PACK DEFENSE LLC     | MAURER - UNIFORM ALLOWANCE          | 2708           | 1                | 100-52100-142-000  | 60.29        |
| Total 75302: |                  |              |               |                          |                                     |                |                  |                    | 379.33       |
| 09/19        | 09/20/2019       | 75303        | 958           | TOWN & COUNTRY ENGINEER  | 2018 VERIDIAN/JUNIPER RIDGE - MC140 | 20634          | 1                | 100-2640           | 9,615.50     |
| 09/19        | 09/20/2019       | 75303        | 958           | TOWN & COUNTRY ENGINEER  | 2019 LOWER YAHARA TRAIL - MC142     | 20635          | 1                | 400-57620-827-116  | 1,076.20     |
| 09/19        | 09/20/2019       | 75303        | 958           | TOWN & COUNTRY ENGINEER  | 2019 STREET/WATERMAIN IMP - MC148   | 20636          | 1                | 400-57310-821-000  | 16,807.55    |

M = Manual Check, V = Void Check

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Description               | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|---------------------------|-------------------|---------------------|-----------------------|-----------------|
| Total 75303: |                     |                 |                  |                           |                           |                   |                     |                       | 27,499.25       |
| 09/19        | 09/20/2019          | 75304           | 9140             | TRITECH FORENSICS INC     | INVESTIGATION SUPPLIES    | 196825            | 1                   | 100-52100-340-000     | 131.57          |
| Total 75304: |                     |                 |                  |                           |                           |                   |                     |                       | 131.57          |
| 09/19        | 09/20/2019          | 75305           | 1704             | UNIQUE MANAGEMENT SERVI   | COLLECTION AGENCY         | 557743            | 1                   | 205-55110-210-000     | 8.95            |
| Total 75305: |                     |                 |                  |                           |                           |                   |                     |                       | 8.95            |
| 09/19        | 09/20/2019          | 75306           | 1005             | VANNGUARD UTILITY PARTNER | LOCATES                   | 7795              | 1                   | 100-53000-291-000     | 82.50           |
| Total 75306: |                     |                 |                  |                           |                           |                   |                     |                       | 82.50           |
| 09/19        | 09/20/2019          | 75307           | 2298             | VIKING ELECTRIC SUPPLY    | LIBRARY LIGHTING SUPPLIES | S002944743.       | 1                   | 205-55110-242-000     | 44.15           |
| Total 75307: |                     |                 |                  |                           |                           |                   |                     |                       | 44.15           |
| 09/19        | 09/20/2019          | 75308           | 1709             | VON BRIESEN & ROPER S.C.  | LABOR & PERSONNEL         | 297573            | 1                   | 100-51300-210-103     | 55.00           |
| Total 75308: |                     |                 |                  |                           |                           |                   |                     |                       | 55.00           |
| 09/19        | 09/20/2019          | 75309           | 16292            | WCM TREASURER             | CONFERENCE                | 541               | 1                   | 200-55600-320-000     | 55.00           |
| Total 75309: |                     |                 |                  |                           |                           |                   |                     |                       | 55.00           |
| 09/19        | 09/20/2019          | 75310           | 1093             | WI STATE LABORATORY OF HY | WATER TESTS               | 604186            | 1                   | 600-53710-210-000     | 26.00           |
| Total 75310: |                     |                 |                  |                           |                           |                   |                     |                       | 26.00           |
| 09/19        | 09/20/2019          | 75311           | 1098             | WIEDENBECK INC            | PARK SUPPLIES             | 910475            | 1                   | 100-55200-340-000     | 136.58          |
| 09/19        | 09/20/2019          | 75311           | 1098             | WIEDENBECK INC            | SHOP SUPPLIES             | 910475            | 2                   | 100-53000-340-000     | 40.49           |
| 09/19        | 09/20/2019          | 75311           | 1098             | WIEDENBECK INC            | SHOP SUPPLIES             | 910475            | 3                   | 600-53716-340-000     | 11.04           |
| 09/19        | 09/20/2019          | 75311           | 1098             | WIEDENBECK INC            | SHOP SUPPLIES             | 910475            | 4                   | 600-53616-340-000     | 11.04           |
| 09/19        | 09/20/2019          | 75311           | 1098             | WIEDENBECK INC            | SHOP SUPPLIES             | 910475            | 5                   | 605-53440-340-000     | 11.04           |
| Total 75311: |                     |                 |                  |                           |                           |                   |                     |                       | 210.19          |

M = Manual Check, V = Void Check

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee                    | Description      | Invoice Number | Invoice Sequence | Invoice GL Account | Check Amount |
|---------------|------------------|--------------|---------------|--------------------------|------------------|----------------|------------------|--------------------|--------------|
| 09/19         | 09/20/2019       | 75312        | 1103          | WINGRA STONE CO          | SHOULDER GRAVEL  | 16976          | 1                | 100-53000-230-000  | 398.23       |
| Total 75312:  |                  |              |               |                          |                  |                |                  |                    | 398.23       |
| 09/19         | 09/20/2019       | 75313        | 16489         | ZIETSMA, JOEL            | UAS FAA TEST     | JZ090419       | 1                | 100-52100-331-000  | 150.00       |
| Total 75313:  |                  |              |               |                          |                  |                |                  |                    | 150.00       |
| 09/19         | 09/20/2019       | 75314        | 1910          | ZURBUCHEN OIL INC        | DYED DIESEL FUEL | 237576         | 1                | 100-53000-341-000  | 526.24       |
| Total 75314:  |                  |              |               |                          |                  |                |                  |                    | 526.24       |
| 09/19         | 09/20/2019       | 75315        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES   | 265634         | 1                | 100-51420-310-000  | 445.73       |
| 09/19         | 09/20/2019       | 75315        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES   | 265634         | 2                | 600-53610-310-000  | 83.58        |
| 09/19         | 09/20/2019       | 75315        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES   | 265634         | 3                | 600-53710-310-000  | 83.58        |
| 09/19         | 09/20/2019       | 75315        | 16257         | CORPORATE BUSINESS SYSTE | COPIER CHARGES   | 265634         | 4                | 605-53440-340-000  | 83.57        |
| Total 75315:  |                  |              |               |                          |                  |                |                  |                    | 696.46       |
| 09/19         | 09/20/2019       | 75316        | 2299          | EMBURY, LTD              | SHELVING         | 125965         | 1                | 400-57610-811-107  | 7,343.87     |
| Total 75316:  |                  |              |               |                          |                  |                |                  |                    | 7,343.87     |
| Grand Totals: |                  |              |               |                          |                  |                |                  |                    | 148,762.47   |

## Summary by General Ledger Account Number

| GL Account        | Debit     | Credit     | Proof      |
|-------------------|-----------|------------|------------|
| 100-1622          | 1,820.00  | .00        | 1,820.00   |
| 100-1624          | 300.00    | .00        | 300.00     |
| 100-2120          | 30.25     | 74,190.97- | 74,160.72- |
| 100-2435          | 3,350.00  | .00        | 3,350.00   |
| 100-2640          | 17,988.50 | .00        | 17,988.50  |
| 100-45110-000     | 12.60     | .00        | 12.60      |
| 100-46220-000     | 211.75    | .00        | 211.75     |
| 100-51100-321-000 | 353.54    | .00        | 353.54     |

M = Manual Check, V = Void Check

| GL Account        | Debit     | Credit | Proof     |
|-------------------|-----------|--------|-----------|
| 100-51200-310-000 | 283.00    | .00    | 283.00    |
| 100-51300-210-101 | 8,601.00  | .00    | 8,601.00  |
| 100-51300-210-102 | 3,952.00  | .00    | 3,952.00  |
| 100-51300-210-103 | 55.00     | .00    | 55.00     |
| 100-51410-331-000 | 200.00    | .00    | 200.00    |
| 100-51420-211-000 | 330.00    | .00    | 330.00    |
| 100-51420-240-000 | 190.54    | .00    | 190.54    |
| 100-51420-310-000 | 1,000.45  | .00    | 1,000.45  |
| 100-51420-311-000 | 20.99     | .00    | 20.99     |
| 100-51420-321-000 | 612.84    | .00    | 612.84    |
| 100-51420-331-000 | 150.00    | .00    | 150.00    |
| 100-51600-220-000 | 3,221.50  | .00    | 3,221.50  |
| 100-51600-242-000 | 1,047.82  | .00    | 1,047.82  |
| 100-52100-142-000 | 436.44    | .00    | 436.44    |
| 100-52100-210-000 | 230.08    | .00    | 230.08    |
| 100-52100-240-000 | 53.79     | .00    | 53.79     |
| 100-52100-241-000 | 802.44    | .00    | 802.44    |
| 100-52100-331-000 | 382.00    | .00    | 382.00    |
| 100-52100-340-000 | 472.07    | .00    | 472.07    |
| 100-52200-210-000 | 561.00    | .00    | 561.00    |
| 100-52200-240-000 | 221.78    | .00    | 221.78    |
| 100-52200-242-000 | 71.98     | .00    | 71.98     |
| 100-52200-331-000 | 188.49    | .00    | 188.49    |
| 100-52200-340-000 | 742.64    | .00    | 742.64    |
| 100-52200-343-000 | 120.00    | .00    | 120.00    |
| 100-52200-391-000 | 1,368.71  | .00    | 1,368.71  |
| 100-52400-211-000 | 10,010.26 | .00    | 10,010.26 |
| 100-52400-310-000 | 31.98     | .00    | 31.98     |
| 100-52400-331-000 | 150.00    | .00    | 150.00    |
| 100-53000-221-000 | 107.16    | .00    | 107.16    |
| 100-53000-230-000 | 398.23    | .00    | 398.23    |
| 100-53000-241-000 | 1,450.48  | 30.25- | 1,420.23  |
| 100-53000-291-000 | 9,863.10  | .00    | 9,863.10  |
| 100-53000-310-000 | 8.33      | .00    | 8.33      |
| 100-53000-331-000 | 150.00    | .00    | 150.00    |
| 100-53000-340-000 | 664.59    | .00    | 664.59    |
| 100-53000-341-000 | 526.24    | .00    | 526.24    |
| 100-54600-141-000 | 74.24     | .00    | 74.24     |
| 100-54600-330-000 | 12.18     | .00    | 12.18     |
| 100-54600-331-000 | 150.00    | .00    | 150.00    |

M = Manual Check, V = Void Check

| GL Account        | Debit     | Credit     | Proof      |
|-------------------|-----------|------------|------------|
| 100-54600-340-000 | 51.76     | .00        | 51.76      |
| 100-55200-220-000 | 16.12     | .00        | 16.12      |
| 100-55200-331-000 | 150.00    | .00        | 150.00     |
| 100-55200-340-000 | 1,023.35  | .00        | 1,023.35   |
| 200-2120          | .00       | 55.00-     | 55.00-     |
| 200-55600-320-000 | 55.00     | .00        | 55.00      |
| 205-2120          | .00       | 4,878.75-  | 4,878.75-  |
| 205-55110-210-000 | 8.95      | .00        | 8.95       |
| 205-55110-220-000 | 2,224.06  | .00        | 2,224.06   |
| 205-55110-240-000 | 142.30    | .00        | 142.30     |
| 205-55110-242-000 | 181.13    | .00        | 181.13     |
| 205-55110-310-000 | 42.64     | .00        | 42.64      |
| 205-55110-311-000 | 19.29     | .00        | 19.29      |
| 205-55110-344-000 | 2,100.39  | .00        | 2,100.39   |
| 205-55110-391-000 | 159.99    | .00        | 159.99     |
| 305-2120          | .00       | .71-       | .71-       |
| 305-51410-210-000 | .71       | .00        | .71        |
| 310-2120          | .00       | .69-       | .69-       |
| 310-51410-210-000 | .69       | .00        | .69        |
| 400-2120          | .00       | 39,050.62- | 39,050.62- |
| 400-57120-211-000 | 2,364.00  | .00        | 2,364.00   |
| 400-57220-811-103 | 8,277.00  | .00        | 8,277.00   |
| 400-57310-821-000 | 16,807.55 | .00        | 16,807.55  |
| 400-57610-811-107 | 7,343.87  | .00        | 7,343.87   |
| 400-57620-826-000 | 3,182.00  | .00        | 3,182.00   |
| 400-57620-827-116 | 1,076.20  | .00        | 1,076.20   |
| 600-2120          | 16.50     | 15,315.52- | 15,299.02- |
| 600-53610-210-000 | 285.93    | .00        | 285.93     |
| 600-53610-310-000 | 357.86    | .00        | 357.86     |
| 600-53610-321-000 | 156.89    | .00        | 156.89     |
| 600-53616-241-000 | 395.60    | 8.25-      | 387.35     |
| 600-53616-242-000 | 2,753.78  | .00        | 2,753.78   |
| 600-53616-340-000 | 7,915.68  | .00        | 7,915.68   |
| 600-53710-210-000 | 663.94    | .00        | 663.94     |
| 600-53710-310-000 | 357.86    | .00        | 357.86     |
| 600-53710-321-000 | 145.42    | .00        | 145.42     |
| 600-53716-242-000 | 78.77     | .00        | 78.77      |
| 600-53716-340-000 | 198.23    | .00        | 198.23     |
| 600-53717-340-000 | 588.36    | .00        | 588.36     |
| 600-53718-241-000 | 395.59    | 8.25-      | 387.34     |

M = Manual Check, V = Void Check

| GL Account        | Debit             | Credit             | Proof      |
|-------------------|-------------------|--------------------|------------|
| 600-53718-822-101 | 587.61            | .00                | 587.61     |
| 600-53718-822-102 | 434.00            | .00                | 434.00     |
| 605-2120          | 8.25              | 1,215.24-          | 1,206.99-  |
| 605-53440-210-000 | 165.00            | .00                | 165.00     |
| 605-53440-241-000 | 409.71            | 8.25-              | 401.46     |
| 605-53440-242-000 | 78.77             | .00                | 78.77      |
| 605-53440-310-000 | 204.71            | .00                | 204.71     |
| 605-53440-321-000 | 12.45             | .00                | 12.45      |
| 605-53440-340-000 | 324.39            | .00                | 324.39     |
| 605-53440-530-000 | 20.21             | .00                | 20.21      |
| 610-2120          | .00               | 14,109.97-         | 14,109.97- |
| 610-53620-212-000 | 14,109.97         | .00                | 14,109.97  |
| Grand Totals:     | <u>148,872.47</u> | <u>148,872.47-</u> | <u>.00</u> |

## Report Criteria:

Report type: GL detail

| Pay Period<br>Date | Journal<br>Code | Check<br>Issue Date | Check<br>Number | Payee                | Payee<br>ID | Amount |
|--------------------|-----------------|---------------------|-----------------|----------------------|-------------|--------|
| 09/08/2019         | PC              | 09/12/2019          | 75228           | VENTURINO, JOHN      | 1194        | 233.04 |
| 09/14/2019         | PC              | 09/20/2019          | 75232           | TRAISMAN-WADDELL, JE | 208         | 255.88 |
| 09/14/2019         | PC              | 09/20/2019          | 75233           | ENGLER, ANN          | 4012        | 551.15 |
| 09/14/2019         | CDPT            | 09/20/2019          | 75234           | WIAFSCME COUNCIL 32  | 7           | 40.50  |
| 09/14/2019         | CDPT            | 09/20/2019          | 75234           | WIAFSCME COUNCIL 32  | 7           | 52.00  |
| 09/14/2019         | CDPT            | 09/20/2019          | 75235           | WI SCTF              | 5           | 207.89 |

PAYROLL RELATED

\$1,340.04





## **PUBLIC SAFETY COMMITTEE SUMMARY SHEET**

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Administration

**CONTACT:** Craig Sherven, Police Chief, Cassandra Suettinger, Village Clerk/Treasurer

**AGENDA ITEM:** Motion to approve an Event Permit application from the Madison Curling Club, with the requested variances, and a Temporary Class "B" Beer/"Class B" Wine License for the Madtown Doubledown event to be held November 1-3, 2019

**PREVIOUS ACTION:**

### **ISSUE SUMMARY:**

The Madison Curling Club will be hosting the Madtown double down November 1-3, 2019. This will be a public event held at the Madison Curling Club.

### **FINANCIAL/BUDGET IMPACT:**

Permitting Revenue

### **VILLAGE PLAN REFERENCE:**

N/A

### **ORDINANCE REFERENCE:**

N/A

### **BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

The Public Safety Committee recommended approval to the Village Board of the request for an event permit and Temporary Class B licensed for Beer and Wine for the Madtown Doubledown to be held on November 1st through the 3rd, 2019 with the conditions outlined in Police Chief Sherven's letter dated September 5, 2019.

### **ATTACHMENTS:**

1. Madtown Doubledown Event
2. Madtown Doubledown Temp. Alcohol
3. Madtown Doubledown Approval Letter - Sherven
4. Approval Letter - Dennis
5. Approval Letter - Hessling

#13133

Get to cassandra by 8/30/19 @ 4:30pm

**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                                                                                                        |                                                                                                                                                      | Notes/Instructions |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. Will any portion of this event take place on public property?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No | If yes, please complete entire application.<br>If no, please complete question 1a.                                                                   |                    |
| 1a. If no, will the event involve the sale of alcohol?<br><input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No           | If yes, please complete the entire application.<br>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:<br><i>Scott A. Hamilton</i> | Phone:<br><i>608-345-6657</i> |
| Address:<br><i>6112 INDIAN MOUND DR. MCFARLAND, WI 53558</i>            |                               |
| Email Address:<br><i>scottstuf06@yahoo.com</i>                          |                               |

| Agency/Organization Information - (If applicable)      |                               |
|--------------------------------------------------------|-------------------------------|
| Name:<br><i>Madison Curling Club</i>                   | Phone:<br><i>608-838-5875</i> |
| Address:<br><i>4802 Marsh Rd. McFarland WI 53558</i>   |                               |
| Email Address:<br><i>info @ madisoncurlingclub.com</i> |                               |

| Event Information                                    |                                                                                     |
|------------------------------------------------------|-------------------------------------------------------------------------------------|
| Name of Event:<br><i>Madtown Doubledown</i>          | Type of Event:<br><i>Curling Tournament</i>                                         |
| Location of Event:<br><i>Madison Curling Club</i>    |                                                                                     |
| Event Date(s):<br><i>Nov 1st 2019 - Nov 3rd 2019</i> | Event Time(s):<br><i>8am - midnight, all 3 days</i>                                 |
| Total number of anticipated attendees:<br><i>300</i> | Total Number of attendees anticipated being at the event at one time:<br><i>150</i> |
| Set up Start Time:<br><i>Nov 1st 8am</i>             | Tear Down End Time:<br><i>Nov 3rd 10pm</i>                                          |

| Event Questionnaire                                                                                                                                                                         | Notes/Instructions                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Is this event proposed to take place on a Village street?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - 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)?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No                                                        |                                                                                                                                                                                                       |
| 3. Does this event include a parade which will take place on any portion of a Village street?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - 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?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No                                                    | This only pertains to events open to the public, not private parties.                                                                                                                                 |
| 5. Will there be outdoor amplified sound?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No                                                                        |                                                                                                                                                                                                       |
| 6. Will the event generate amplified sound after 10 p.m.? <input type="checkbox"/> - Yes, a variance is requested as part of this application <input checked="" type="checkbox"/> - No      | All events generating noise after 10 p.m. require a variance from the Village Board.                                                                                                                  |
| 7. Will alcohol be consumed?<br><input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No                                                                                     |                                                                                                                                                                                                       |
| 7a. If yes, will minors be present where alcohol is served?<br><input checked="" type="checkbox"/> - Yes, a variance is requested as part of this application <input type="checkbox"/> - 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?<br><input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No                                                                                        | A temporary alcohol license is required. Please contact the Clerk at 608-838-3153. Form may also be accessed at: <a href="http://Mcfarland.wi.us/licensespermits">Mcfarland.wi.us/licensespermits</a> |
| 8. Will a Village Park be used? <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No<br>Please identify the park: _____                                                  | Reservations should be made at: <a href="http://Mcfarland.wi.us/parks_reserve">Mcfarland.wi.us/parks_reserve</a>                                                                                      |
| 9. Will the event involve tents, or any other activities that will require digging or turf disturbance? <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - 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?<br><input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No                                       | If yes, when: _____ (month/year)                                                                                                                                                                      |
| 10a. If yes, have any of the event details changed from the prior years?<br><input type="checkbox"/> - Yes <input type="checkbox"/> - No                                                    | If yes, describe changes(attach additional sheets if necessary):                                                                                                                                      |

| Required Attachments                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> - Detailed event schedule → Going each day from 8am to 10pm                                                                                                                                                                                                                                                                                                                              |
| <input type="checkbox"/> - 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. → Same setup as MCC events in PAST                                                                                                                                                               |
| <input type="checkbox"/> - (if applicable) If the event will take place on a Village street, include a map of all routes or activities.                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/> - 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:

### Event Coordinators

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.

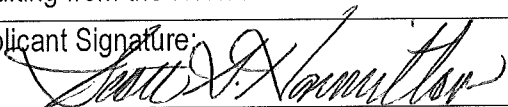
Identify Event coordinators (identify 1 for every 50 expected attendees) – attach additional sheets if necessary.

| Name            | Location at Event<br>(Ex: Race Start, supply tent) | Time On-site<br>(ex: 10 a.m. to 2 p.m.) | Cell Phone   |
|-----------------|----------------------------------------------------|-----------------------------------------|--------------|
| Steven Trac     | At the curling club                                | 11/1 8am - 11/3 10pm                    | 954 599 3838 |
| Kroy Nernberger | At the curling club                                | 11/1 8am - 11/3 10pm                    | 715 965 1408 |
| Tim Wenzler     | At the curling club                                | 11/1 8am - 11/3 10pm                    | 608 695 7341 |
|                 |                                                    |                                         |              |
|                 |                                                    |                                         |              |

### 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:

8/30/2019

### 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:

8/30/2019

| FOR VILLAGE USE ONLY                                                             |               |                                                                                                                 |  |
|----------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------|--|
| <input checked="" type="checkbox"/> - Approved <input type="checkbox"/> - Denied | Police Chief: | Date: <u>07-25-19</u>                                                                                           |  |
| Application Received: _____                                                      |               | 45-day application requirement met?: <input type="checkbox"/> - Yes <input type="checkbox"/> - No               |  |
| Public Safety Committee Date: _____                                              |               | <input type="checkbox"/> - Approved <input type="checkbox"/> - Denied <input type="checkbox"/> - Not applicable |  |
| Village Board Meeting Date: _____                                                |               | <input type="checkbox"/> - Approved <input type="checkbox"/> - Denied                                           |  |

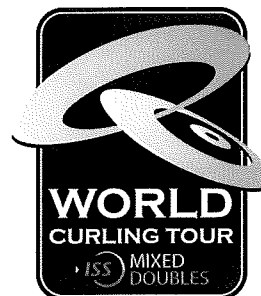
### **Detailed Security Plan Requirements – Appendix A**

**\*\*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.

# Madison Curling Club



Presented by *Leinenkugel's*

November 1 - 3, 2019

**Contact Info:** [madtowndoubledown@gmail.com](mailto:madtowndoubledown@gmail.com)

**Bonspiel Info:** The Madison Curling Club is excited to bring back the Madtown Doubledown Mixed Doubles Bonspiel for another year. It is a unique mixed doubles bonspiel split into two events. One is a competitive World Curling Tour event and the other is designed for club level curlers. Get a chance to curl next to or against the best mixed doubles curlers in the world! Here are the details (subject to change):

|                                   | <u>Club Level</u>                       | <u>World Level</u>                            |
|-----------------------------------|-----------------------------------------|-----------------------------------------------|
| <b>Teams:</b>                     | 24 teams max                            | 24 teams max                                  |
| <b>Entry fee:</b>                 | \$160                                   | \$600                                         |
| <b>Format:</b>                    | 4 events, 8 end games, 3 game guarantee | Triple knockout, 8 end games.<br>8 Qualifiers |
| <b>Prizes:</b>                    | Pins for event finalists                | \$24,000 total payout                         |
| <b>1<sup>st</sup> Draw Times:</b> | 2:15 or 5 pm on Friday, 11/1            | 8 or 9:45 am on Friday, 11/1                  |
| <b>Finals Held:</b>               | 1 pm on Sunday, 11/3                    | 8 pm on Sunday, 11/3                          |

**Food:** There will be free food, beer, and soda for all teams. Breakfast, lunch, and dinner included on Friday and Saturday. Breakfast and lunch on Sunday.

**Sign up:** To register, please fill out the form here, [Madtown Doubledown Registration Form 2019](#).

#13133

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

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

FEE \$ 10

Application Date: 8/25/2019

☐ Town ☒ Village ☐ City of McFarland

County of Dane

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

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

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

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

1. Organization (check appropriate box) →

☒ Bona fide Club ☐ Church ☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization ☐ Fair Association

(a) Name The Madison Curling Club

(b) Address 4802 Marsh Rd.  
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 1920

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Carol Hassemer 818 10<sup>th</sup> Ave New Glarus, WI 53524

Vice President Amanda Hampton 7609 Kenyon Dr Middleton, WI 53562

Secretary Sara Eastland 2477 Fletcher Ln McFarland WI

Treasurer ALLAN VETER 5663 BARBARA DR. FITCHBURG, WI 53711 52558

(g) Name and address of manager or person in charge of affair: \_\_\_\_\_

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

(a) Street number 4802 Marsh Rd McFarland WI 53558

(b) Lot Parcel 0710 2111 8310 2 Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: First floor club room, kitchen, locker rooms, walk in cooler

3. Name of Event

(a) List name of the event Madtown Doubledown

(b) Dates of event November 1st - 3rd, 2019

DECLARATION

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

Officer Carol A Hassemer 8/18/19 (Signature/date)

Madison Curling Club  
(Name of Organization)

Officer [Signature] 8/18/19 (Signature/date)

Officer [Signature] 8/18/19 (Signature/date)

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

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

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

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



# 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:** September 5, 2019

**TO:** McFarland Village Board, McFarland Public Safety Committee

**FROM:** Craig J. Sherven, Chief of Police

**REFERENCE:** Recommendation of Approval

I have reviewed the special event license and temporary class B retailer's license applications for the Madison Curling Club Madtown Doubledown curling event to be held November 1<sup>st</sup> – 3, 2019. I am recommending approval of both applications with a variance requested to allow for minors to be present where alcohol is sold. The following conditions apply:

- Event staff will be required to card attendees that appear to be under the age of 30 at or prior to the point of sale of alcohol to assure compliance with underage drinking laws.
- They will also be required to utilize a wrist band, hand stamp or other means of identifying those of legal age subsequent to being carded.
- They will be required to have in place a plan to mitigate a fire, severe weather, medical or other emergency.
- They will be required to provide at minimum one staff member per 50 attendees, assigned to the function of assisting attendees and monitoring alcohol service and consumption.
- These staff members will be required to wear a brightly colored shirt that clearly identifies them as "staff" or "security" with large print wording on the front and back of the shirt.
- Staff will contact law enforcement in the event of any alcohol violation, disturbance or other law violation and cooperate with law enforcement in any related investigation.

There will likely be amplified music throughout, however the event is indoors and should not present issues. The nature of the music and the event itself does not in my opinion require the hiring of professional security staff.

**Respectfully,**

**Craig J. Sherven**

Craig J. Sherven  
Chief of Police





## McFarland Fire & Rescue Department

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

(608) 838-3278 • Fax: (608) 838-3619

**Emergency: 911**

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September 5, 2019

Re: Event Permit Review – Madtown Doubledown

I have reviewed the submitted event application by Scott A. Hamilton for the Madtown Doubledown Event to occur on November 1, 2019 through November 3, 2019, from 8:00 am to 10:00 pm at the Curling Club located at 4802 Marsh Road in the Village of McFarland.

The application is substantially complete, no items of concern noted with the application and I recommend approval of the permit.

Sincerely,

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

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



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

September 5, 2019

RE: Madtown Doubledown Permit  
November 1-3, 2009

The Public Works Department does not have any issues with the issuance of a permit for this event.

A handwritten signature in black ink, appearing to read 'James Messing', is written over a light blue horizontal line.

Director of Public Works





## Parks, Recreation and Natural Resources Committee

Wilson, David <DWilson@cityofmadison.com>

Wed 7/11/2018 4:58 PM

To: Brad Czebotar <Brad.Czebotar@mcfarland.wi.us>;

Brad,

I would be interested in serving on the Parks, Recreation and Natural Resources Committee. Can you give me an idea of the commitment for that committee? I served on the McFarland BOR for five years but that was only a once a year commitment. My educational background is in business, geography (including urban planning and environmental courses) and geographic information systems. I could send a formal resume if you wish.

Thanks,

Dave Wilson  
Property Appraiser  
Office of the City Assessor  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
608-267-8794  
dwilson@cityofmadison.com

**From:** Andy Jakubowski <jakubowski.andy@gmail.com>  
**Sent:** Thursday, July 19, 2018 9:20:31 PM  
**To:** Brad Czebotar  
**Subject:** Parks, Recreation, and Natural Resources Committee

Hi Brad,

I'm interested in serving as a citizen member of the Parks, Recreation, and Natural Resources Committee. My family and I have lived in McFarland for approximately 2.5 years and I'm interested in becoming more involved in our community. I believe that with my background, knowledge, and experience, I would be a great addition to the committee.

**Qualifications:**

have worked extensively in the space of land use, agriculture, restoration, ecology, and their intersections with a focus on developing and implementing recommendations that benefit all stakeholders. I have numerous scientific publications in the space of land use and natural resources.

have lived in McFarland for 2.5 years with my wife Kristin and our three children (Rory 5, Lacey 2, and Charlie 10 months) and we are extensive users of our Village of McFarland and Dane County park systems.

Today, I lead a team at American Family Insurance where we leverage data, analytics, and empathy to design and implement solutions to meet and exceed our customers expectations.

**Education:**

Ph.D. 2013 University of Wisconsin-Madison: Plant Breeding and Plant Genetics.

M.S. 2009 University of Wisconsin-Madison: Environment and Resources.

B.S. 2007 University of Wisconsin-Madison: Conservation Biology. Environmental Studies certificate.

Thank you,  
Andrew Jakubowski  
201 Falling Leaves Lane  
McFarland WI, 53558

<https://outlook.office.com/owa/?path=/mail/inbox>

7/24/2018

## Parks, Recreation and Natural Resources Committee

Sarah Kuba <sekuba@uwalumni.com>

Sun 7/15/2018 4:12 PM

To: Brad Czebotar <Brad.Czebotar@mcfarland.wi.us>;

Dear Mr. Czebotar,

I'm interested in serving on the Parks, Recreation and Natural Resources Committee. My family and I have lived in McFarland for the past 5 years and are frequent users of McFarland parks and trails. My daughter is in her second year of T-ball and both kids take swimming lessons at the high school.

I am member of the academic staff at UW-Madison where I have served on numerous committees including the Academic Staff Executive Committee. I would like to serve on the Parks, Recreation and Natural Resources Committee to help McFarland maintain its numerous parks, expand its walking and bike trails, and continue to offer innovative sport and recreational opportunities to village members of all ages. Please contact me if you have any questions about my interest or qualifications.

thank you,  
Sarah

[sekuba@uwalumni.com](mailto:sekuba@uwalumni.com)  
608-695-1824

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**From:** Austen Rolison Conrad <[austen@austenconrad.com](mailto:austen@austenconrad.com)>

**Sent:** Monday, May 21, 2018 6:13:11 PM

**To:** Brad Czebotar

**Subject:** CDA vacancy

Good evening Brad,

My name is Austen Conrad and I live at 5420 Preston Place. I saw on the Village homepage that there is a vacancy on the CDA. If there is still an opening, I would like to submit my interest in serving for consideration.

My educational and work experience is well aligned to the tasks of CDA. I have a Master of Architecture degree and a graduate certificate in real estate development from UW-Milwaukee. I'm currently a senior architectural designer at Strang architects, and prior to my current job I spent several years as a project lead in real estate development.

I'm happy to commit to serving the community through the CDA should you and staff think my background could be useful in helping CDA achieve its goals and mandate.

Sincerely,

Austen

Austen Rolison Conrad

iPhone: 608.279.3531

E-Mail: [Austen@AustenConrad.com](mailto:Austen@AustenConrad.com)



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Community Development

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

**AGENDA ITEM:** Discussion and action regarding a Real Estate Acquisition and Development Agreement by and between the Village of McFarland and Lakestone Properties & Management, LLC for 4719 Farwell Street.

### PREVIOUS ACTION:

March 2019, Lakestone selected as the preferred developer for 4719 Farwell Street.

June 2019, Approval of TIF Application for Phase 1 Mixed-Use Development.

July 2019, Approval of Ordinance 2019-13 rezone the property from C-G to PD-I.

August 2019, Approval of a CSM to create two lots for a mixed use development.

### ISSUE SUMMARY:

At the June 2019 CDA and Village Board meetings, the Village approved a TIF Application from Lakestone Properties to provide a development incentive for the redevelopment project at 4719 Farwell Street. The next step in the TIF application process is the approval of a Development Agreement specifying the obligations of the Village and Lakestone. Highlights of the Agreement include sale of Lots 1, 2, and 3 of CSM No. 3119 (collectively 4719 Farwell Street) to Lakestone for the purchase price of \$1.00 and an additional \$350,000 development incentive in the form of a Tax Increment Loan.

Per Section IV.C. of the attached Agreement those funds would be disbursed to Lakestone as follows:

1. 20% after installation of the footings and foundations for Phase 1.
2. 30% upon completion of the framing for Phase 1.
3. 30% upon completion of all mechanicals for Phase 1.
4. 20% after final inspection and issuance of a certificate of occupancy for Phase 1.

Per Lakestone's TIF Application, the guaranteed minimum assessment value of the property, on January 1, 2021 will be 75% of the full value to be established on January 1, 2022. The full value to be established is \$4,600,000 and this provides some flexibility to complete the project in an efficient manner. The CDA reviewed this provision and was agreeable. The Development Agreement has been reviewed by the Village Attorney and staff recommends approval. We are





still hopeful the project will break ground as planned before year end.

**FINANCIAL/BUDGET IMPACT:**

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

**VILLAGE PLAN REFERENCE:**

TID #5 Project Plan (12-11-2017).

**ORDINANCE REFERENCE:**

Development Agreements are required under Wis. Stat. 66.1005(2)(f)2.d., and the TID #5 Project Plan, when development incentives are requested.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Recommended for approval by the CDA with the condition that final approval be subject to review and approval by the Village Attorney.

**ATTACHMENTS:**

1. Real Estate Acquisition and Development Agreement 4719 Farwell

**REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT  
MCFARLAND, WISCONSIN**

This Real Estate Acquisition and Development Agreement ("Agreement") is entered into as of the \_\_\_\_ day of September, 2019, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and The Atwater LLC, a Wisconsin limited liability company, with offices located at 5910 Main Street, Suite 1, McFarland, WI 53558-8946 ("Lakestone") and Lakestone Holdings LLC, a Wisconsin limited liability company ("Holdings").

**RECITALS**

- A. The Village owns certain land which it is holding for purposes of redevelopment.
- B. Holdings desires to acquire those lands described in Article II.A. below (the "Property") in order to lease the Property to Lakestone for the construction and operation of a mixed-use residential and commercial facility with related improvements;
- C. The Village is willing to convey the Property to Holdings, and to assist Lakestone by providing funding to defray a portion of the costs of the development of the Project (as defined below) consistent with the terms and conditions of this Agreement, specifying how the construction of the Project and provision of the development assistance shall be accomplished.
- D. The Property is located within the boundaries of Tax Incremental District No. 5, Village of McFarland ("TID #5"), which was created to encourage redevelopment within the Village.
- E. The Property was identified as Mixed-Use/Flex Commercial in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was also identified as a redevelopment site in the TID #5 Project Plan adopted December 11, 2017.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**ARTICLE I  
DEFINITIONS/EXHIBITS**

- A. Definitions. As used in this Agreement, the following terms when having an initial capital letter shall have the following meanings:

1. Agreement. This Agreement between the Village, Lakestone and Holdings, as amended and supplemented from time to time.
  2. Plans and Specifications. The construction plans and specifications for the Project, as approved by the Village in connection with the redevelopment of the Project Site and the issuance of building permits for the Project.
  3. Project. The development of a mixed-use project comprised of a new building containing 47 apartment units and approximately 2,200 ft<sup>2</sup> of commercial space with those features and amenities identified for Phase I in Exhibit A (any reference to the square footage of the commercial space for Phase I set forth in Exhibit A shall be replaced with that set forth in the foregoing definition of the Project).
  4. Project Site or Property. The land described in Section II.A. below when owned by Holdings and leased to Lakestone.
  5. TID No. 5. Tax Incremental District No. 5, Village of McFarland, Wisconsin.
  6. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to TID No. 5.
  7. Tax Increments. The tax increments derived from the Project which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.
- B. **Exhibits**. The following exhibits are hereby attached to and incorporated into this Agreement:
- |             |                      |
|-------------|----------------------|
| Exhibit "A" | TIF Application      |
| Exhibit "B" | Guarantees           |
| Exhibit "C" | Fixed Rate Note      |
| Exhibit "D" | Real Estate Mortgage |

## ARTICLE II CONVEYANCE OF REAL ESTATE

A. Sale and Purchase of Property. On the terms set forth in this Agreement, the Village agrees to sell, and Holdings agrees to purchase from the Village and thereafter lease to Lakestone, the Property which is legally described as follows:

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

B. Purchase Price. The purchase price for the Property shall be One Dollar (\$1.00) payable in cash at Closing (as defined below).

C. Deed and Conveyance. The Village shall convey the Property to Holdings by warranty deed (the "Deed"), free and clear of all liens and encumbrances except municipal and zoning ordinances, general taxes for the year of closing, and such other matters as may be approved, or objections thereto waived, pursuant to Section II.E. of this Agreement (collectively, "Permitted Encumbrances").

D. Closing. The closing of this transaction ("Closing") shall take place on or before November 29, 2019 ("Closing Date"), at the Madison, Wisconsin office of First American Title Insurance Company, or at such other time and place as may be agreed to by the parties in writing. At the Closing, all general real estate taxes for the year of Closing, rents and other expenses related to the Property shall be prorated by Holdings and the Village as of the Closing Date. Village shall pay the Wisconsin Real Estate Transfer Fee, if any, applicable to the conveyance of the Property to Holdings.

E. Evidence of Title.

- (1) Within twenty (20) days after execution of this Agreement by all parties, the Village will provide Holdings with a commitment for a policy of title insurance (the "Commitment") issued by First American Title Insurance Company ("Title Company"), showing the condition of title to the Property as of a date not more than fifteen days prior to the effective date of the Commitment.
- (2) Holdings shall have fifteen (15) days after receipt of the Commitment in which to provide the Village with written notice of any objections ("Objection Notice") to matters of title reflected in the Commitment, including objections to any title matters which comprise Permitted Encumbrances.
- (3) Village shall have fifteen (15) days from receipt of the Objection Notice in which to cure or remove such objectionable items. Village shall be obligated to remove any mortgages, liens, special assessments and special charges encumbering the Property prior to or upon Closing, and to use commercially reasonable efforts to cure or remove other objectionable items within said fifteen (15) day period, provided, however, that the Village shall have no obligation to attempt to vacate public highways or utility easements affecting the Property. If such other objectionable items remain at the end of such cure period, Holdings shall have the option to either: (i) terminate this Agreement by written notice to the Village delivered on or before the tenth (10<sup>th</sup>) day following the expiration of the cure period, in which case none of the parties shall have further obligations hereunder; or (ii) accept title in the condition reflected in the Commitment, including such previously objected to matters as the Village was unable to cure, in which case,

such waived objection(s) shall be considered additional Permitted Encumbrances to the deed by which conveyance of the Property is made and the Village's warranty of title.

- (4) Costs of title, including, without limitation, the Commitment, search and related fees, closing fees and title policy premium (including a gap endorsement) and related charges and recording of the CSM shall be paid by the Village.

F. Contingencies. Holdings and Lakestone's obligation to conclude this transaction shall be contingent on the following:

- (1) *Warranties True at Closing*. All of the Village's warranties and representations in this Agreement shall be true, complete and correct as of Closing.
- (2) *Compliance with Agreements*. Village shall have performed and complied with all agreements and conditions required in this Agreement to be performed and complied with by Village prior to or at the Closing.
- (3) *Permits /Variances*. Lakestone shall have received all governmental authorizations deemed necessary by Lakestone to permit construction and operation of the Project. Village agrees to use reasonable efforts to cooperate with Lakestone to obtain such approvals, permits, variances or waivers.
- (4) *Soils, Floodplain, Property Condition, Development*. Lakestone shall have verified to its satisfaction that the condition of the soils and the topography of the Property are satisfactory for construction of the proposed Project without undue expense, no portion of the Property is within floodplain, wetland or environmental corridor, and Lakestone otherwise verifying to Lakestone's satisfaction in its discretion that the Property is suitable in all respects for the Project and that the Project may be completed at a cost acceptable to Lakestone within the timelines anticipated by this Agreement. This contingency shall be deemed waived unless Lakestone provides notice to the Village terminating this Agreement not later than thirty (30) days prior to the date set for Closing.
- (5) *Environmental*. Lakestone's receipt of a Phase I environmental assessment performed on the Property at Lakestone's expense reporting no environmental condition and not recommending any further investigation and otherwise acceptable to Lakestone. This contingency shall be deemed waived unless Lakestone provides notice to the Village terminating this Agreement not later than thirty (30) days prior to the date set for Closing.

G. Possession and Access. Village shall deliver possession of the Property to Holdings on the Closing Date. Village hereby grants to Lakestone, for itself and its agents and contractors, a right of access to the Property at reasonable times after execution of this Agreement and prior to Closing to make inspections, tests and surveys as determined by Lakestone, at Lakestone's expense

unless otherwise set forth herein. Lakestone shall have the further right to commence grading work on the Property according to plans and specifications approved by Village's engineer at any time after execution of this Agreement to prepare the site for construction and to facilitate stormwater runoff management, at Lakestone's sole risk and expense. Lakestone shall indemnify and hold Village, harmless from any and all liability for injury or damage to persons or property arising out of Lakestone's exercise of the rights granted under this Section II.G. except to the extent caused by the active negligence or misconduct of Village and, in the event this transaction fails to close for any reason whatsoever, Lakestone shall, except as to authorized site grade changes, restore the Property, to the extent practicable, to the condition it was in immediately prior to the exercise of such rights.

H. Real Estate Broker. The Village shall be solely responsible for payment of any commission or fee to any real estate agent or broker retained by the Village payable as a result of this transaction, and Lakestone shall be solely responsible for payment of any commission or fee to any broker or agent retained by Lakestone.

I. Representation of Village. Village represents and warrants to Holdings and Lakestone, and covenants with Lakestone and Holdings that:

- (1) *Authority to Act.* The Village has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver the Deed and each and every other instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Village will result in the breach of any charter, contract, restriction, covenant or agreement, or order, judgment or decree by which Village is bound or affected.
- (2) *Authority of Signatories.* Each individual signing on behalf of the Village is duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Village, and such signatures are sufficient to bind the Village hereto.
- (3) *Condemnation.* The Village has no notice or knowledge of any proceeding pending for condemnation or other taking by eminent domain of the Property or any part thereof, and, to the knowledge of Village, no such proceeding is threatened.
- (4) *Utilities.* Water, natural gas, electric and sanitary sewer services are, or prior to Closing will be, located at or within the public right-of-way adjacent to the lot line of the Property and available for connection to the Project.
- (5) *Bankruptcy and Foreclosure.* Neither the Property nor Village is the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

- (6) *Litigation.* Village has no notice or knowledge of any claims, legal actions, suits, arbitrations, or other legal or administrative proceedings against Village or the Property pending or threatened, which will in any way affect the Property or the consummation of this transaction;
- (7) *Condition of Soil.* The Village has no notice or knowledge that the sub-surface condition of the Property is unsuitable for construction of the proposed Project, or that there are unusual sub-surface conditions at the Property which would render the construction of such Project unusually difficult or expensive.
- (8) *Violations of law.* The Village has no notice or knowledge of any violations of any laws, ordinances, orders or regulations issued by public authorities pertaining to health, safety, fire or otherwise affecting or pertaining to the Property; and Village has no notice or knowledge of any pending investigations or proceedings pertaining to any of the same;
- (9) *Environmental.* The Village has no notice or knowledge of any condition on the Property which violates any environmental, hazardous or toxic substance or waste, sewage, building, underground storage tank or other federal, state or local law, code, ordinance or regulation; nor any notice or knowledge that the Property contains any toxic substance or hazardous waste, as those terms are defined by any local governmental authority, Federal or state law or regulation, including without limitation the Comprehensive Environmental Recovery, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, or petroleum, petroleum products and oil (collectively, "Hazardous Substances"), and to Village's knowledge the Property does not contain any underground storage tanks, surface impoundment, lagoon, or other storage facility or landfill or similar waste disposal area. Village represents and warrants to Lakestone and Holdings that it has disclosed all information the Village has concerning the Property regarding environmental matters described above and all other matters relating to the Property known to Village as may reasonably be a material detriment to the Property and Project.
- (10) *Possession/Occupancy.* There are no persons, in possession or occupancy of the Property or any part thereof, nor are there any other persons who have possessory rights in respect to the Property or any part thereof except Cheramy Creative LLC and Reilly, Penner and Benton LLP which the Village represents and warrants occupy the Property under written month-to-month lease agreements. The Village represents and warrants that true and correct copies of the leases to such tenants have been delivered to Holdings and Lakestone and that there is no breach or default by any party under such leases. The Village will not modify the terms of any tenancy within the Property prior to the Closing or termination of this Agreement.

J. Representations of Lakestone. Lakestone and Holdings each represent and warrant to the Village and covenant with the Village that:

(1) *Authority to Act.* It has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution and delivery, nor performance of this Agreement, will result in the breach of any contract, covenant or agreement, or order, judgment or decree by which such party is bound or affected.

(2) *Authority of Signatories.* The individuals signing on behalf of such party are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of such entity, and such signatures are sufficient to bind such party hereto.

K. Condemnation. In the event of a material taking or taking for use of all or any part of the Property by eminent domain, or the commencement of proceedings therefor, at or prior to the Closing, Lakestone, by notice in writing given prior to closing and within five (5) business days after it receives notice of such intended taking, shall have the right to terminate this Agreement, in which event this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other, except (a) any obligation under this Agreement of any party to provide indemnification based on acts, omissions or events occurring prior to termination and (b) any obligation of Lakestone to restore the Property to its former condition as provided in Section II.G.; or Lakestone may consummate this transaction and in that event Lakestone shall have the sole right to any award made for such taking.

L. Additional Documents. The parties will, upon request of either party at any time after the closing, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and deeds, as may be reasonably necessary to carry out the purposes and intent of this Agreement.

M. Notices. Any notice required or permitted to be given hereunder by the parties may be delivered personally, sent electronically via e-mail or facsimile or delivered by nationally recognized commercial overnight courier. Notices shall be addressed as follows:

IF TO VILLAGE:

Village of McFarland  
5915 Milwaukee Street  
McFarland, WI 53558  
Attn: Village Administrator  
Email: Matt.Schuenke@mcfarland.wi.us



COPY TO: Allen D. Reuter  
Reuter, Whitish & Evans, S.C.  
44 East Mifflin Street, Suite 306  
Madison, WI 53073-2895  
Email: areuter@rwelaw.net

IF TO LAKESTONE: The Atwater LLC  
Attn: Brian Spanos  
5910 Main Street, Suite 1  
McFarland, WI 53558-8946  
Email: brian@thespanoscompany.com

COPY TO: Nathan J. Wautier  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 700  
Madison, WI 53703  
Email: nwautier@reinhartlaw.com

IF TO HOLDINGS: Lakestone Holdings, LLC  
Attn: Brian Spanos  
5910 Main Street, Suite 1  
McFarland, WI 53558-8946  
Email: brian@thespanoscompany.com

COPY TO: Nathan J. Wautier  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 700  
Madison, WI 53703  
Email: nwautier@reinhartlaw.com

Notices personally delivered or sent electronically via email or facsimile shall be deemed received when given, if prior to 3:00 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

N. Subsequent Conveyance by Lakestone. Within the fifteen (15) year period commencing on the date of occupancy permit issuance for the Project, Lakestone and Holdings shall not, without the prior approval of Village, in Village's sole discretion, allow the Property to be put to any use that would render it fully or partially exempt from real property taxes, and Holdings shall not convey the Property to any entity unless such entity agrees in writing to be bound by the provisions of this section and Section III.C. to the same extent as Lakestone and Holdings. No sale of the Property or any part thereof by Holdings shall terminate the obligations

set forth in this Agreement, unless Village approves the assignment of such obligations in writing, which approval shall not be unreasonably withheld.

O. Permits and Approvals. The Village shall assist Lakestone in obtaining all necessary governmental authorizations for the construction and operation of the Project as contemplated by this Agreement, provided, however, that nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such authorization, nor to guaranty that any authorization will be granted. The parties acknowledge that such approvals will be granted or denied in accordance with applicable legal requirements.

### **ARTICLE III LAKESTONE OBLIGATIONS**

A. Completion of Development. Lakestone shall redevelop the Project Site by removing the existing building and constructing the Project. The Project shall include all material components and features as generally identified in **Exhibit A** and be constructed in accordance with all approved building plans, site plans and other applicable governmental approvals and regulations.

B. Operation and Management. Until the TIF Loan described in Article IV has been fully paid and all other obligations of Lakestone and Holdings under this Agreement have been satisfied Lakestone and Holdings shall assure that the Project is managed and operated by a professional real estate management company.

C. Guarantee of Tax Increment.

- (1) Required Value. Lakestone and Holdings shall assure that the Project Site shall have a taxable fair market value as of January 1, 2022, as determined under Wis. Stats. §70.32(1), of not less than \$4,605,000 (the “Required Value”). In addition, Lakestone and Holdings shall assure that the Project Site shall have a taxable fair market value as of January 1, 2021 of not less than \$3,453,750 determined in the same manner (the “Initial Required Value”).
- (2) Payment of Tax Deficiency. If the taxable fair market value of the Project Site as of January 1, 2021 is less than the Initial Required Value, or if the taxable fair market value as of January 1, 2022 or any succeeding year during the life of TID No. 5 is less than the Required Value, Lakestone shall pay to Village a sum (“Deficiency Payment”) which is the difference between the general property taxes, if any, actually generated by the Project Site in that year and the amount of general property taxes that would have been generated by the Project Site if the Initial Required Value or the Required Value, as applicable, had been achieved. For avoidance of doubt, the Deficiency Payment required by this subsection, when added to the real property taxes actually received by the Village in a given year,

shall equal the real property taxes the Village would have received if the promised Project Site value for that year had been achieved. Deficiency Payments shall be calculated in each year for which the taxable fair market value is less than the Initial Required Value or Required Value, as applicable, and shall be payable in equal installments on or before January 31 and July 31 next following the year in which the valuation shortfall occurred, with credit against such Deficiency Payments given for any amounts previously paid in real property taxes in excess of the minimum required and not previously credited against prior Deficiency Payments. Deficiency Payments will be refunded to Lakestone to the extent future payments of general property taxes exceed the minimum required (and are not credited against Deficiency Payments) provided, however, that no such refund shall be given after the expiration of the TIF expenditure period for TID #5 as specified in §66.1105(6)(am)1 of the Wisconsin Statutes. Notwithstanding the foregoing, the obligation of Lakestone and Holdings to make Deficiency Payments shall terminate at such time as the aggregate tax increments received by the Village after January 1, 2020 equal or exceed the Minimum Increment as defined in Section F, below.

D. Personal Guaranty. The parties acknowledge that the Village is relying on the professional ability and personal investment of Lakestone and Lakestone's principals, Brian Spanos and Brett Riemen in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Brian Spanos and Brett Riemen (the "Guarantors") agree to guaranty to the Village the prompt payment and performance of all obligations of Lakestone under this Agreement. Concurrently with the execution of this Agreement, the Guarantors shall fully execute and provide to the Village documentation of such guarantees in the form attached hereto as **Exhibit B**.

E. Application of Funds. Tax increments generated by the Project Site shall be applied in the discretion of the Village, provided that this Agreement and Lakestone's and any Guarantor's obligations to guaranty tax increment under the Agreement shall terminate upon the earlier of (i) the payment to the Village of aggregate tax increments attributable to the Project Site, plus any shortfall amounts paid by Lakestone or any Guarantor, in an amount equal to the sum of the following: (a) One Million Two Hundred Eighty Thousand Dollars (\$1,280,000) and (c) interest expenses incurred by the Village for the funds borrowed to purchase the Project Site (such sums collectively referred to as the "Minimum Increment"); and (ii) the termination of TID #5. The parties acknowledge and agree that the Village's borrowing for acquisition of the Project Site was part of a larger bond issuance and that the interest calculation contemplated in the previous sentence shall be based only on the purchase price and the interest rate of 3.19% on the Village's bonds. At such time as Lakestone's and the Guarantor's guarantees terminate, the Village shall execute an acknowledgment of termination or a release of this Agreement, the business note, the guarantees and a satisfaction of the real estate mortgage in recordable form. Unless Lakestone has been paid in full all amounts owed to it under this Agreement, the Village covenants and agrees not to cause the early termination of TID No. 5 prior to its full statutory life (such statutory life

shall include any extensions of the term of TID No. 5 approved in accordance with applicable statutory requirements from time to time).

F. Financial Disclosure. Lakestone and the Guarantors shall each furnish current financial statements certified to be true, correct and complete effective January 1, 2019, and annually effective each January 1, thereafter until the termination of this Agreement. Such financial statements shall be delivered to the Village attorney by March 31 of each such year. The financial statements shall be deemed to be records obtained under pledge of confidentiality. In the event of an open records request for information regarding the Project or this Agreement, the Village shall immediately give Lakestone written notice of the request to allow Lakestone to seek a protective order or other appropriate remedy to prevent public disclosure of those statements.

G. Insurance Policies. Lakestone shall furnish to the Village certificates of insurance for all insurance policies required to be delivered under this Agreement. The policies shall include the following:

- (1) A commercial general liability insurance policy against all claims for personal injury, death or property damage for which Lakestone might be liable, occurring upon, in or about the Project Site to the limit of not less than \$5,000,000 of combined single limit coverage.
- (2) A policy insuring the Project Site (including construction in progress), in an amount at least equal to the full replacement value thereof, without deduction for depreciation, against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures. The minimum insured value shall, in all cases, be at least equal to the Required Value as specified in Section III.C of this Agreement.
- (3) Lakestone shall assure that any insurance policies issued hereunder shall provide the Village with 30 days' prior notice of cancellation of any such insurance policy.

H. Village Fees. The residential portion of the development is subject to fees in lieu of parkland dedication and to impact fees. Lakestone shall pay such fees to the Village in accordance with the established Village schedule at the same time and on the same schedule as other such development in the Village is required to pay such fees.

#### **ARTICLE IV TIF FINANCING**

A. The TIF Loan. In order to induce Lakestone to undertake redevelopment of the Project Site as required by this Agreement, the Village agrees to provide Lakestone with economic development assistance through tax increment financing pursuant to Wis. Stats. §66.1105 in the form of a loan in an amount up to \$350,000 (the "TIF Loan"). The TIF Loan shall be utilized solely

to pay for project costs, as defined in Wis. Stats. §66.1105(2)(f) and as specified in the project plan for TID No. 5 and including those identified in **Exhibit A**, incurred by Lakestone for work done at the Project Site for purposes directly related to the redevelopment and construction of the Project. In no event shall any portion of the TIF Loan be used to pay general property taxes or to reimburse Lakestone or any other person or entity for the payment of general property taxes.

B. The Village's obligation to disburse any amounts of the TIF Loan shall be conditioned upon all of the following:

- (1) Lakestone shall have executed a contract with a design professional for architectural and/or engineering services necessary for completion of the Plans and Specifications for the Project.
- (2) Lakestone shall have executed and provided to the Village (or its attorney) a construction contract with costs of construction redacted (the "Construction Contract") with a contractor for all construction necessary for completion of the Project.
- (3) Lakestone shall have entered into a separate agreement with the Village governing the construction, inspection and dedication to the Village of any proposed public infrastructure improvements related to the Project and shall have recorded an appropriate agreement, restrictive covenant or other instrument providing for the perpetual maintenance of any proposed private stormwater, sanitary sewer, shared driveway or access road, or water distribution facilities serving each potential building on the Project Site in a form approved by the Village and enforceable by the Village.
- (4) Lakestone shall have provided an accepted financing commitment or evidence of available funds in a form acceptable to the Village, agreeing to provide financing or credit enhancement for the Project.
- (5) Lakestone shall have delivered to the Village certificates of insurance required to be in force by Section III.G. of this Agreement in a form acceptable to and approved by the Village Attorney, along with any policies, endorsements or other documents necessary to confirm the existence of the required coverage.
- (6) Lakestone shall have obtained all approvals, permits, and licenses necessary to complete construction of the Project, including:
  - (a) all zoning, site plan and other approvals required to commence construction;
  - (b) all approvals of the Plans and Specifications, including plans for public water mains and related facilities;

(c) a Village of McFarland building permit.

- (7) Lakestone shall have the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor the performance of this Agreement by Lakestone will result in the breach of any of the contract, covenant or agreement or judgment or decree by which Lakestone is then bound or affected.
- (8) Lakestone shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.
- (9) The Project and the Project Site shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations, or a compliance plan acceptable to the Village shall be in effect to achieve such compliance.
- (10) Lakestone and the Project shall be in full compliance with this Agreement.

C. The Village agrees, on the terms and subject to the conditions contained in this Agreement, to disburse the TIF Loan to Lakestone as follows:

- (1) Twenty percent after satisfactory inspection by the Building Inspector of the footings and foundation for the Project;
- (2) Thirty percent upon completion of framing in of the Project;
- (3) Thirty percent upon satisfactory completion of all mechanicals for the Project; and
- (4) Twenty percent after final inspection and the issuance of a certificate of occupancy by the Building Inspector.

D. The specific amounts of the TIF Loan shall be disbursed to Lakestone within 15 business days of receipt by Village from Lakestone of a written statement itemizing the expenses paid by Lakestone for which payment from the TIF Loan is requested, along with the following written documentation reasonably satisfactory to the Village:

- (1) A copy of the recorded conveyance document and title insurance policy confirming that the Project Site is owned in fee simple by Holdings and leased to Lakestone.

- (2) Documentation demonstrating that lien waivers have been given for each and every contractor, subcontractor and material supplier for all costs incurred for the work performed on the Project Site, above.
- (3) Documentation in a form reasonably acceptable to the Village confirming Lakestone's compliance with the position opening requirements of Wis. Stats. §66.1105(6c).
- (4) A fully executed business note for the TIF Loan in the form attached hereto as **Exhibit C**.
- (5) A fully executed mortgage securing the TIF Loan in the form attached hereto as **Exhibit D**.

E. Default. The Village may withhold any disbursements from Lakestone at any time Lakestone is not in compliance with any of its obligations under this Agreement, including, but not limited to its guarantee of the value of the Project Site.

F. Loan Due on Sale. Notwithstanding any other provision in this Agreement, the TIF Loan shall become fully due and payable upon any transfer of all or a portion of the fee simple interest in the Project Site or Project to a third party without the prior written consent of the Village, such consent subject to the reasonable discretion of the Village. For purposes of this provision, a transfer of a controlling interest in Lakestone to any third party shall be deemed a transfer. Lakestone covenants and agrees to notify the Village prior to any such transfer.

G. Subordination. The Village's rights in the Project Site arising in connection with the TIF Loan shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Upon reasonable request by Lakestone or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village's subordination agreement shall not apply to any subsequent advances made by the first mortgage lender after the disbursement by the lender of the original principal loan amount without the written consent of the Village.

## **ARTICLE V REMEDIES**

A. General. In the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor in interest to such party, such party or successor shall have the right to cure or remedy such default or breach within thirty (30) days of written notice thereof, unless a longer term is specified or unless such default or breach requires more than the payment of money to cure and cannot reasonably be cured or remedied within such thirty (30) day period, in which case, no default or breach shall be deemed to exist if the party

alleged to be in default immediately commences to cure the default and diligently continues to take such reasonable action as are necessary to effect a complete cure as soon as practicable thereafter. In case such action is not taken or is not pursued as described in the previous sentence, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations. Nothing in this Agreement shall be construed to, in any way, affect or control the Village's exercise of its police power.

B. No Waiver by Delay. Either party shall have a right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that neither party shall feel compelled to institute legal action so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of waiver, laches, or otherwise at a time when it may still hope otherwise to resolve the problems created by the default informally); nor shall any waiver made by a party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this section or with respect to the particular default except to the extent specifically waived in writing.

C. Force Majeure. For the purposes of any provisions of this Agreement, neither Lakestone and any successor in interest nor the Village shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Project or progress in respect thereto to the extent delay in the performance of such obligations is due to unforeseeable causes entirely beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision, that in the event of the occurrence of any such forced delay, the times of performance of any of the obligations of Lakestone with respect to construction of the Project shall be extended for the period of the forced delay.

D. Remedies for Failure to Construct. Notwithstanding any other provision in this Agreement, and in addition to all other remedies available to the Village, in the event Lakestone has not commenced construction of the Project on or before November 1, 2020, Holdings shall, upon written request of the Village made prior to commencement of building construction, reconvey the Property to the Village for the same consideration paid by Holdings, free and clear of all liens or encumbrances created by the act or default of Holdings or Lakestone.

E. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at



the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party. No waiver made by either such party with respect to the performance, manner, or time thereof or any obligation of any other party or any of the conditions to its obligations under the Agreement shall be considered a waiver of any other rights of the party making the waiver or any other obligations of any other party.

F. Indemnification. Lakestone and its successors and assigns shall indemnify, save harmless and defend the Village and its officers, agents, attorneys, consultants and employees of and from any and all liability as well as from lawsuits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them because of injuries or damages received or sustained by any persons or property on account of or arising out of the approval or construction of the Project occasioned wholly or in partly from any act or omission on Lakestone's part or on the part of Lakestone's agents, contractors, subcontractors, invitees or employees, at any time.

G. Notification of Position Openings. Lakestone is aware that the Village has incurred real property assembly costs within the meaning of §66.1105(2)(f) l.c., Wis. Stats. and that, pursuant to §66.1105(6c)(b), Wis. Stats. Lakestone is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832 of any positions to be filled by Lakestone in Dane County within one year following the date of Closing.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and may be amended only by a written agreement executed by both parties.

B. Severability. The various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect.

C. Disclaimer of Relationships. Lakestone acknowledges that nothing contained in this Agreement or any contract between Lakestone and the Village or any act by the Village or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship of third-party beneficiary, principal, or agent; limited or general partnership or joint venture or of any association or relationship involving the Village.

D. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

E. Section Captions. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

F. Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns. The obligations shall run with the land and be binding on any party acquiring title to the Project Site.

G. Non-merger. The warranties, covenants and agreements set forth herein shall not merge into the deed and shall survive the closing.

H. Non-Discrimination. Lakestone for itself, its successors, and assigns, agrees that in the performance of all obligations under the terms and conditions of this Agreement that neither the Project nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation of the Project shall be in compliance with all laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds as may be in effect from time to time.

I. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

J. Recording. Either party may record a copy of this Agreement or a memorandum providing notice of this Agreement in the office of the Register of Deeds for Dane County.

K. Estoppel Certificates. The Village shall, within twenty (20) days of receipt of written request, furnish promptly to Lakestone, its mortgage lender or a purchaser of the Project, a written statement setting forth the amount of Lakestone's remaining liability under this Agreement and that there are, on the part of the party executing the statement, no events of default or then-existing circumstances which could, solely with the passage of time, become events of default or specifying such events and circumstances.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

**LAKESTONE:**

THE ATWATER LLC

By: \_\_\_\_\_  
Brian Spanos, Member

By: \_\_\_\_\_  
Brett Riemen, Member

**HOLDINGS:**

LAKESTONE HOLDINGS, LLC

By: \_\_\_\_\_  
Brian Spanos, Member

By: \_\_\_\_\_  
Brett Riemen, Member

**VILLAGE OF McFARLAND**

By: \_\_\_\_\_  
Brad Czebotar, Village President

By: \_\_\_\_\_  
Cassandra Suettinger, Clerk/Treasurer



## PLAN COMMISSION SUMMARY SHEET

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Community Development

**CONTACT:** Andrew Bremer, Comm & Eco Dev Director

**AGENDA ITEM:** Discussion and action regarding Ordinance No. 2019-17: an ordinance to rezone the property owned by Damian Kraemer generally located at 4519 & 4521 Field Avenue from C-G Commercial General to R-2 Single and Two Family Residence.

**PREVIOUS ACTION:**

The Plan Commission reviewed this item at its meeting on September 16, 2019 and recommends approval.

**ISSUE SUMMARY:**

The owners of 5100 Erling Avenue are seeking to consolidate the multiple commercial lots that encompass the property as Lot 1 of the attached proposed CSM. The properties are zoned C-G, General Commercial. A portion of an adjacent duplex lot (4519 & 4521 Field Avenue) encroaches onto one of the existing commercial lots (Edwards Park, Lot 4, Block 4), refer to attached map. The applicant is therefore seeking approval of a CSM to consolidate the portion of the encroached lands from Lot 4 to the adjacent duplex property (Edwards Park, Lot 5, Block 4), as Lot 2 of the proposed CSM. In order to consolidate these lands the portion of the encroached lands on Lot 4 must be rezoned as these lands are currently zoned C-G Commercial General and the duplex property is zoned R-2 Single and Two-Family Residence. The rezoning request is being considered as a separate agenda prior to the CSM request.

**FINANCIAL/BUDGET IMPACT:**

None.

**VILLAGE PLAN REFERENCE:**

Lot 1 of the proposed CSM is identified as Mixed-Use/Flex Commercial in the Village's Comprehensive Plan, while Lot 2 is identified as Single Family Residence.

**ORDINANCE REFERENCE:**

Chapter 62 Zoning, Division 4 Changes and Amendments to the Zoning Code

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Presented for approval.

**ATTACHMENTS:**

1. ORDINANCE 2019-17 Rezoning 4519 & 4521 Bremer Road
2. 5100 Erling Avenue Site Map
3. 5100 Erling Ave - PC app- CSM & rezone 9-16-19



4. Edwards Park Lot 4 Block 4 Plat of Survey
5. Edwards Park Lot 4 Block 4 Legal Description

**ORDINANCE 2019-17**

**AN ORDINANCE TO REZONE LANDS ON FIELD AVENUE FROM THE C-G COMMERCIAL GENERAL DISTRICT, TO THE R-2 ZONE, SINGLE AND TWO-FAMILY RESIDENCE DISTRICT.**

Purpose: To rezone certain lands on Field Avenue to the R-2 Zone.

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

**WHEREAS**, the owner of lands located along Field Avenue, in the Village of McFarland, has applied for approval of a Certified Survey Map (CSM) to consolidate multiple commercial lots; and

**WHEREAS**, as part of the CSM the owner desires to deed a portion of Edwards Park Lot 4, Block 4 to the adjacent Edwards Park Lot 5, Block 4 (4519 & 4521 Field Avenue) and rezone of the same property from the C-G Zone to the R-2 Zone;

**WHEREAS**, Lot 5 is zoned R-2 Single and Two Family Residence; and

**WHEREAS**, the owner has submitted a proposed Certified Survey Map for rezoning and land division purposes, and a copy which is attached hereto as Exhibit A; and

**WHEREAS**, the owner has submitted documents fulfilling the requirements for approval of the rezoning; and

**WHEREAS**, the proposed rezoning is consistent with the Village of McFarland Comprehensive Plan, which designates the subject land as Single-Family Residential Use; and

**WHEREAS**, the Village Board is willing to grant approval of the request to rezone and the Village Board finds approval thereof is in the public interest;

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

1. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map are hereby amended so that the following described real estate is hereby rezoned from the C-G Zone, Commercial General District, to the R-2 Zone, Single and Two-Family Residence District:

PART OF LOT 4, BLOCK 4, EDWARDS PARK, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Beginning at an iron pipe at the most Westerly Corner of said Lot; thence N40°42'29"E along the NW Line of said Lot, 6.14 feet to an iron pin; thence S37°58'48"E 140.41 feet to an iron pin; thence S40°42'29"W 36.0 feet to an iron pin at the most Southerly Corner of said Lot; thence N26°39'41"W 149.17 feet to the place of beginning.

2. The Zoning Administrator is hereby directed to label these changes on the Official Zoning Map, once the rezoning is effective.

3. Section 1 of this ordinance shall not take effect until final approval and recording of a Certified Survey Map for the lands described above. If the owner fails to record the applicable Certified Survey Map within one (1) year after adoption of this ordinance, then Section 1 of this ordinance shall become null and void, and the zoning of the afore stated lands shall continue to be the existing C-G Zone.

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 -17       |             |
|--------------------------|-------------|
| MOTION                   | SECOND      |
|                          |             |
| ACTION                   | DATE        |
| Adopted                  |             |
| Referred                 |             |
| Tabled                   |             |
| Withdrawn                |             |
| Defeated                 |             |
| Published                |             |
| INDIVIDUAL VOTING RECORD |             |
| Adrian -                 | Kryzenske - |
| Brassington -            | Lytle -     |
| Czebotar -               | Utter -     |
| Kolk -                   |             |
| VOTING RESULTS           |             |
| Motion Carried           |             |
| Motion Defeated:         |             |



# 5100 Erling Avenue

Field Avenue

Erling Avenue

Larson Street

Glenview

Rezone from C-G to R-2

**LEGEND**

- Streets
- Tax Parcels
- Municipal Boundary
- Water Outline

N 0 10 20 40 Feet  
Date Map Printed: 9/9/2019



Village of McFarland  
Community Development Department

RECEIVED

AUG 12 2019

VILLAGE OF MCFARLAND

Plan Commission Application – 2019

~Please complete application in full~

|                   |                                  |                   |                                               |
|-------------------|----------------------------------|-------------------|-----------------------------------------------|
| Applicant - Owner | Damian Kraemer                   | Applicant's Agent | Combs & Associates, Inc.                      |
|                   |                                  | Name              | Ronald J. Combs                               |
| Address           | S11680 Blau Rd. Spring Green, WI | Address           | 109 W. Milwaukee Street, Janesville, WI 53548 |
| Email             | damionk@charter.net              | Email             | rjcombs@combssurvey.com                       |
| Phone #           | (608) 576-7664                   | Phone #           | (608) 752-0575                                |
| Fax #             |                                  | Fax #             | (608) 752-0534                                |

Type of Proposal – Please check boxes below that apply - Parcel No(s). 0710-343-3104-0

| Requires Public Hearing (Class One)                       | FEES     | Requires Public Hearing (Class Two)                       | FEES    | Public Hearing Not required                                                                 | FEES      |
|-----------------------------------------------------------|----------|-----------------------------------------------------------|---------|---------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Preliminary Plat                 | \$500+AF | <input type="checkbox"/> Conditional Use                  | \$275+F | <input type="checkbox"/> Annexation                                                         | At cost   |
| <input type="checkbox"/> Preliminary Plat (reapplication) | \$500+BF | <input checked="" type="checkbox"/> Rezoning (map)        | \$175+  | <input type="checkbox"/> Dev. Agreement Including Addendums                                 | \$400 F   |
| <input checked="" type="checkbox"/> Certified Survey Map  | \$300+F  | <input type="checkbox"/> Zoning Amendment (text)          | \$250+F | <input type="checkbox"/> Final Plat                                                         | \$500 +CF |
| <input type="checkbox"/> Condominium                      | \$300+EF | <input type="checkbox"/> Variance-Board of Zoning Appeals | \$250+F | <input type="checkbox"/> Final Plat (reapplication)                                         | \$400 +DF |
|                                                           |          |                                                           |         | <input type="checkbox"/> Site/Design Review                                                 | \$400 + F |
|                                                           |          |                                                           |         | Escrow Deposits<br>(covers costs for outside consultants; e.g., engineers, attorneys, etc.) |           |
|                                                           |          |                                                           |         | <input type="checkbox"/> R-E, R-3 & PD (up to 50 acres)                                     | \$5,000   |
|                                                           |          |                                                           |         | <input type="checkbox"/> R-E, R-3 & PD (greater than 50 acres)                              | \$10,000  |
|                                                           |          |                                                           |         | <input type="checkbox"/> Commercial Site/Design Review (5,000 sq. ft. or more)              | \$2,000   |
|                                                           |          |                                                           |         | <input type="checkbox"/> 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 and description of proposal. (Attach additional paper if needed)

Transfer of land between adjoining parcels, part of Lot 4 being combined with Lot 5.

What action is the applicant requesting of the Plan Commission?

To Rezone Part of Lot 4 from Commercial to R-2 and Approve a GSM Combining Part of Lot 4 & Lot 5

and combined the remainder of Lot 4, Lots 1-3 and 14-17.

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

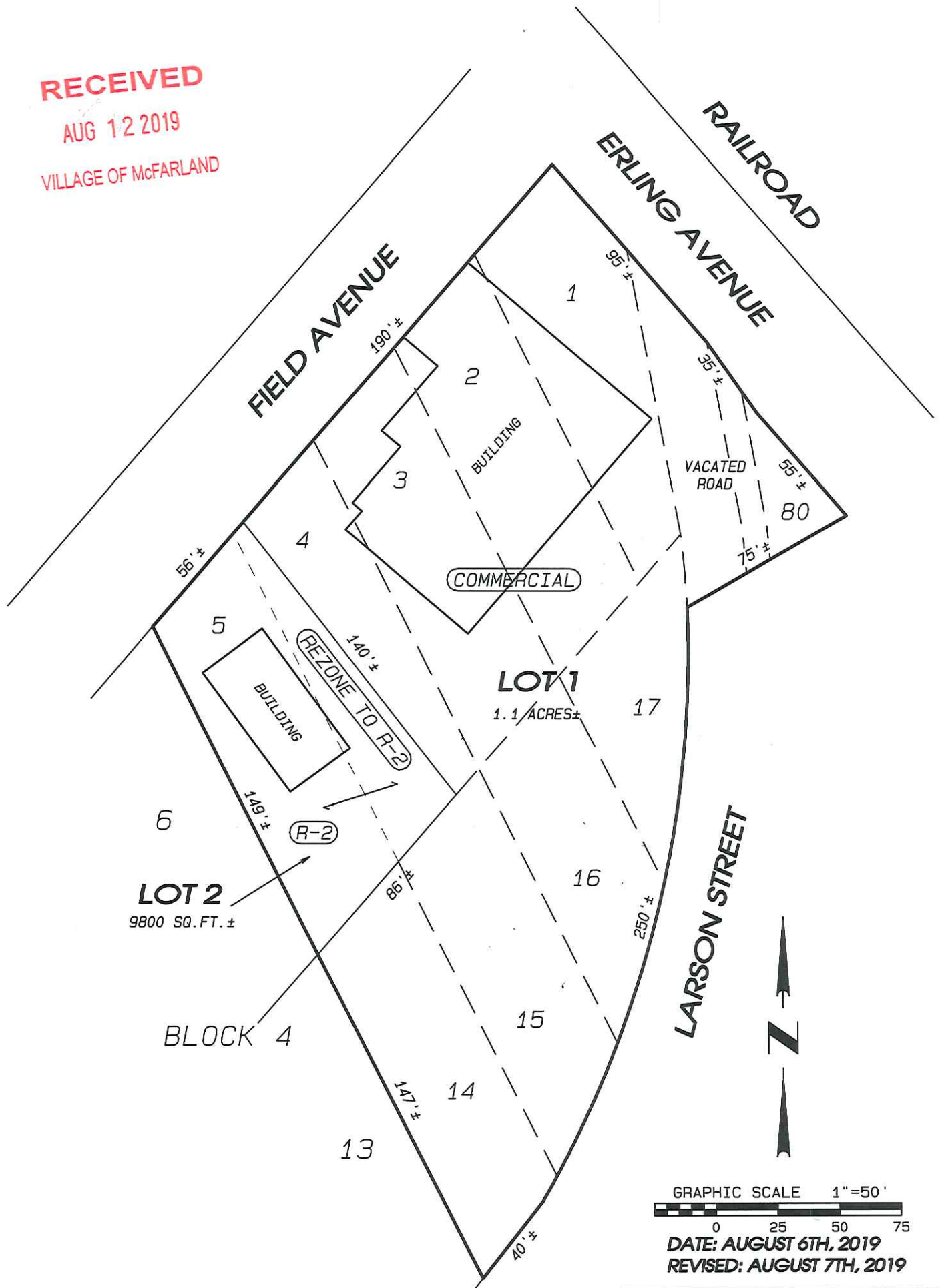
☐ YES ☒ NO (If "yes" state the nature and the date(s) of the previous application.)

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

# PRELIMINARY CERTIFIED SURVEY MAP

LOTS 1,2,3,4,5,14,15,16,17, BLOCK 4 AND PART OF LARSON STREET (PRIVATE ROAD LOT 23)  
EDWARD'S PARK AND LOT 80 AND PART OF THE 10 FOOT UN-NAMED STREET IN IDLEWOOD,  
AND BEING LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 34, T.7N., R.10E. OF THE 4TH  
P.M., VILLAGE OF MC FARLAND, DANE COUNTY, WISCONSIN.

RECEIVED  
AUG 12 2019  
VILLAGE OF MCFARLAND



NOTE: THIS MAP IS SUBJECT TO ANY AND ALL EASEMENTS  
AND AGREEMENTS, RECORDED AND UNRECORDED.

THE BASIS OF BEARINGS IS ASSUMED.

Project No. 119 - 183 For: CRAMER

**Combs**  
& ASSOCIATES

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combsurvey.com

tel: 608 752-0575  
fax: 608 752-0534

# PLAT OF SURVEY

PART OF LOT 4, BLOCK 4, EDWARDS PARK, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Beginning at an iron pipe at the most Westerly Corner of said Lot; thence N40°42'29"E along the NW Line of said Lot, 6.14 feet to an iron pin; thence S37°58'48"E 140.41 feet to an iron pin; thence S40°42'29"W 36.0 feet to an iron pin at the most Southerly Corner of said Lot; thence N26°39'41"W 149.17 feet to the place of beginning.

NOTE: The above description is for the transfer of land between owners of adjoining property and cannot be transferred as a separate parcel.

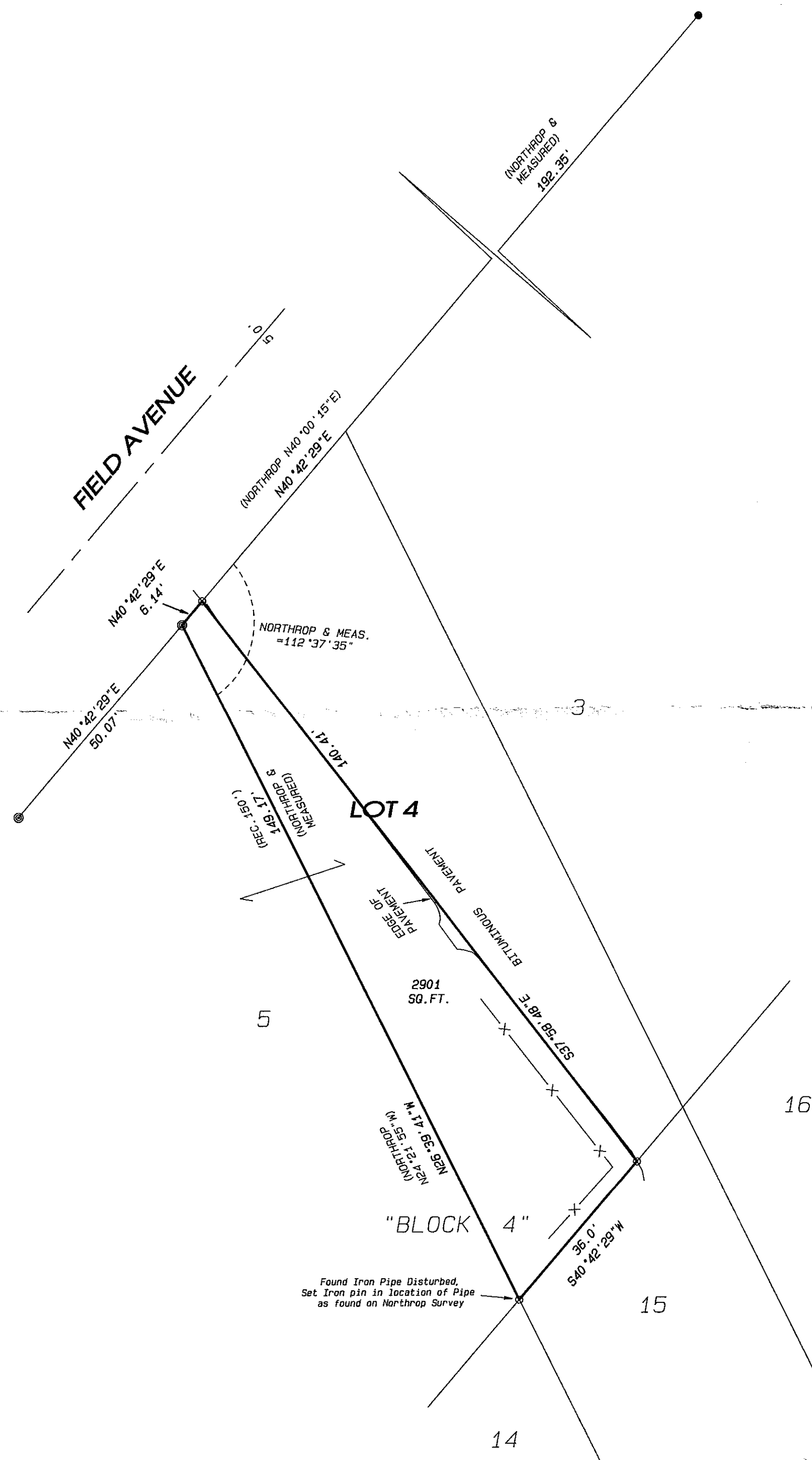
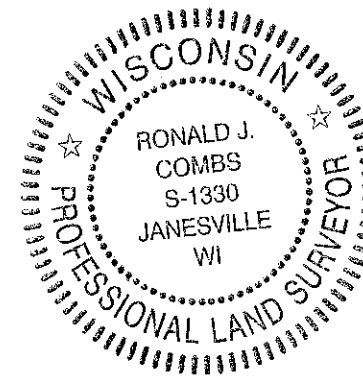
STATE OF WISCONSIN  
COUNTY OF ROCK SS.

I HEREBY CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PROPERTY DESCRIBED ABOVE FOR THE EXCLUSIVE USE OF DAMTON CRAMER AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND ITS LOCATION AND COMPLIES WITH CHAPTER A-E7.

GIVEN UNDER MY HAND AND SEAL THIS 3RD DAY OF JUNE, 2019, AT JANESVILLE, WISCONSIN.

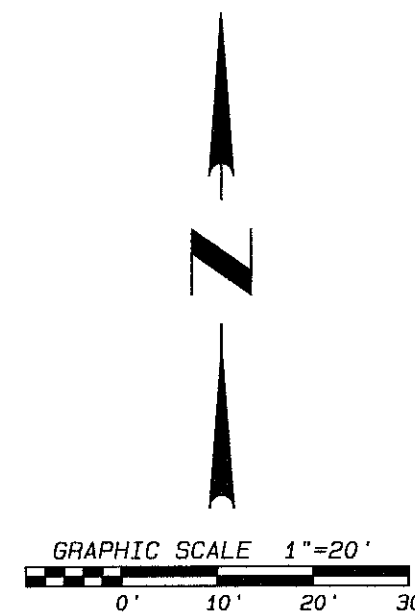
Ronald J. Combs  
P.L.S. Number 1330

If the surveyor's signature is not red in color, the map is a copy and may contain unauthorized alterations. The certification contained hereon shall not apply to any copies.



**LEGEND:**

- SET IRON PIN, 3/4"x 24"  
1.5 LBS./LIN.FT.
  - FOUND 3/4" IRON PIN
  - ◎ FOUND 1" IRON PIPE
- X— FENCE



## NOTES

FIELD WORK COMPLETED JUNE 3, 2019.

A SURVEY BY GLEN NORTHROP DATED AUGUST 28, 2014  
WAS USED IN RETRACING THE BOUNDARIES FOR THIS SURVEY.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

ASSUMED N40°42'44"E ALONG THE NW LINE LOT SAID LOT 4.



109 W. Milwaukee St.  
Janesville, WI 53548  
[www.combsurvey.com](http://www.combsurvey.com)

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608 752-0575  
fax: 608 752-0534

|             |          |
|-------------|----------|
| DATE        | 05/30/19 |
| BY          | sl       |
| PROJECT NO. | 119-183  |
| CLIENT      | CRAMER   |





- Land Surveying
- Land Planning
- Civil Engineering

DATE: May 31, 2019

TO: Damion Cramer

RE: Description of

PART OF LOT 4, BLOCK 4, EDWARDS PARK, VILLAGE OF MCFARLAND, DANE COUNTY,  
WISCONSIN.

DESCRIBED AS FOLLOWS: Beginning at an iron pipe at the most Westerly Corner of said Lot; thence N40°42'29"E along the NW Line of said Lot, 6.14 feet to an iron pin; thence S37°58'48"E 140.41 feet to an iron pin; thence S40°42'29"W 36.0 feet to an iron pin at the most Southerly Corner of said Lot; thence N26°39'41"W 149.17 feet to the place of beginning.

***NOTE: The above description is for the transfer of land between owners of adjoining property and cannot be transferred as a separate parcel.***

***NOTE: The above description is subject to any and all easements and agreements, recorded or unrecorded.***

Project No. 119-183 For: CRAMER



## PLAN COMMISSION SUMMARY SHEET

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Community Development

**CONTACT:** Andrew Bremer, Comm & Eco Dev Director

**AGENDA ITEM:** Discussion and action on a Certified Survey Map, request by Damian Kraemer, in order to combine parcels located at 5100 Erling Avenue.

**PREVIOUS ACTION:**

The Plan Commission considered this request at its meeting on September 16, 2019 and recommends approval.

**ISSUE SUMMARY:**

The owners of 5100 Erling Avenue are seeking to consolidate the multiple commercial lots that encompass the property as Lot 1 of the proposed CSM. The properties are zoned C-G, General Commercial. A portion of an adjacent duplex lot (4519 & 4521 Field Avenue) encroaches onto one of the existing commercial lots (Edwards Park, Lot 4, Block 4), refer to attached map. The applicant is therefore seeking approval of a CSM to consolidate the portion of the encroached lands from Lot 4 to the adjacent duplex property (Edwards Park, Lot 5, Block 4), as Lot 2 of the proposed CSM. In order to consolidate these lands the portion of the encroached lands on Lot 4 must be rezoned as these lands are currently zoned C-G Commercial General and the duplex property is zoned R-2 Single and Two-Family Residence. The rezoning request is being considered as a separate agenda prior to the CSM request.

**FINANCIAL/BUDGET IMPACT:**

None.

**VILLAGE PLAN REFERENCE:**

Lot 1 of the proposed CSM is identified as Mixed-Use/Flex Commercial in the Village's Comprehensive Plan, while Lot 2 is identified as Single Family Residence.

**ORDINANCE REFERENCE:**

Chapter 56-39 Certified Survey Map

Chapter 56-71 Technical Requirements for Certified Survey Maps

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Presented for approval.

**ATTACHMENTS:**

1. 5100 Erling Ave - PC app- CSM & rezone 9-16-19 (2)



Village of McFarland  
Community Development Department

RECEIVED

AUG 12 2019

VILLAGE OF MCFARLAND

Plan Commission Application – 2019

~Please complete application in full~

|                   |                                  |                   |                                               |
|-------------------|----------------------------------|-------------------|-----------------------------------------------|
| Applicant - Owner | Damian Kraemer                   | Applicant's Agent | Combs & Associates, Inc.                      |
|                   |                                  | Name              | Ronald J. Combs                               |
| Address           | S11680 Blau Rd. Spring Green, WI | Address           | 109 W. Milwaukee Street, Janesville, WI 53548 |
| Email             | damionk@charter.net              | Email             | rjcombs@combssurvey.com                       |
| Phone #           | (608) 576-7664                   | Phone #           | (608) 752-0575                                |
| Fax #             |                                  | Fax #             | (608) 752-0534                                |

Type of Proposal – Please check boxes below that apply - Parcel No(s). 0710-343-3104-0

| Requires Public Hearing (Class One)                       | FEES     | Requires Public Hearing (Class Two)                       | FEES    | Public Hearing Not required                                                                 | FEES      |
|-----------------------------------------------------------|----------|-----------------------------------------------------------|---------|---------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Preliminary Plat                 | \$500+AF | <input type="checkbox"/> Conditional Use                  | \$275+F | <input type="checkbox"/> Annexation                                                         | At cost   |
| <input type="checkbox"/> Preliminary Plat (reapplication) | \$500+BF | <input checked="" type="checkbox"/> Rezoning (map)        | \$175+  | <input type="checkbox"/> Dev. Agreement Including Addendums                                 | \$400 F   |
| <input checked="" type="checkbox"/> Certified Survey Map  | \$300+F  | <input type="checkbox"/> Zoning Amendment (text)          | \$250+F | <input type="checkbox"/> Final Plat                                                         | \$500 +CF |
| <input type="checkbox"/> Condominium                      | \$300+EF | <input type="checkbox"/> Variance-Board of Zoning Appeals | \$250+F | <input type="checkbox"/> Final Plat (reapplication)                                         | \$400 +DF |
|                                                           |          |                                                           |         | <input type="checkbox"/> Site/Design Review                                                 | \$400 + F |
|                                                           |          |                                                           |         | Escrow Deposits<br>(covers costs for outside consultants; e.g., engineers, attorneys, etc.) |           |
|                                                           |          |                                                           |         | <input type="checkbox"/> R-E, R-3 & PD (up to 50 acres)                                     | \$5,000   |
|                                                           |          |                                                           |         | <input type="checkbox"/> R-E, R-3 & PD (greater than 50 acres)                              | \$10,000  |
|                                                           |          |                                                           |         | <input type="checkbox"/> Commercial Site/Design Review (5,000 sq. ft. or more)              | \$2,000   |
|                                                           |          |                                                           |         | <input type="checkbox"/> 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 and description of proposal. (Attach additional paper if needed)

Transfer of land between adjoining parcels, part of Lot 4 being combined with Lot 5.

What action is the applicant requesting of the Plan Commission?

To Rezone Part of Lot 4 from Commercial to R-2 and Approve a GSM Combining Part of Lot 4 & Lot 5

and combined the remainder of Lot 4, Lots 1-3 and 14-17.

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.)

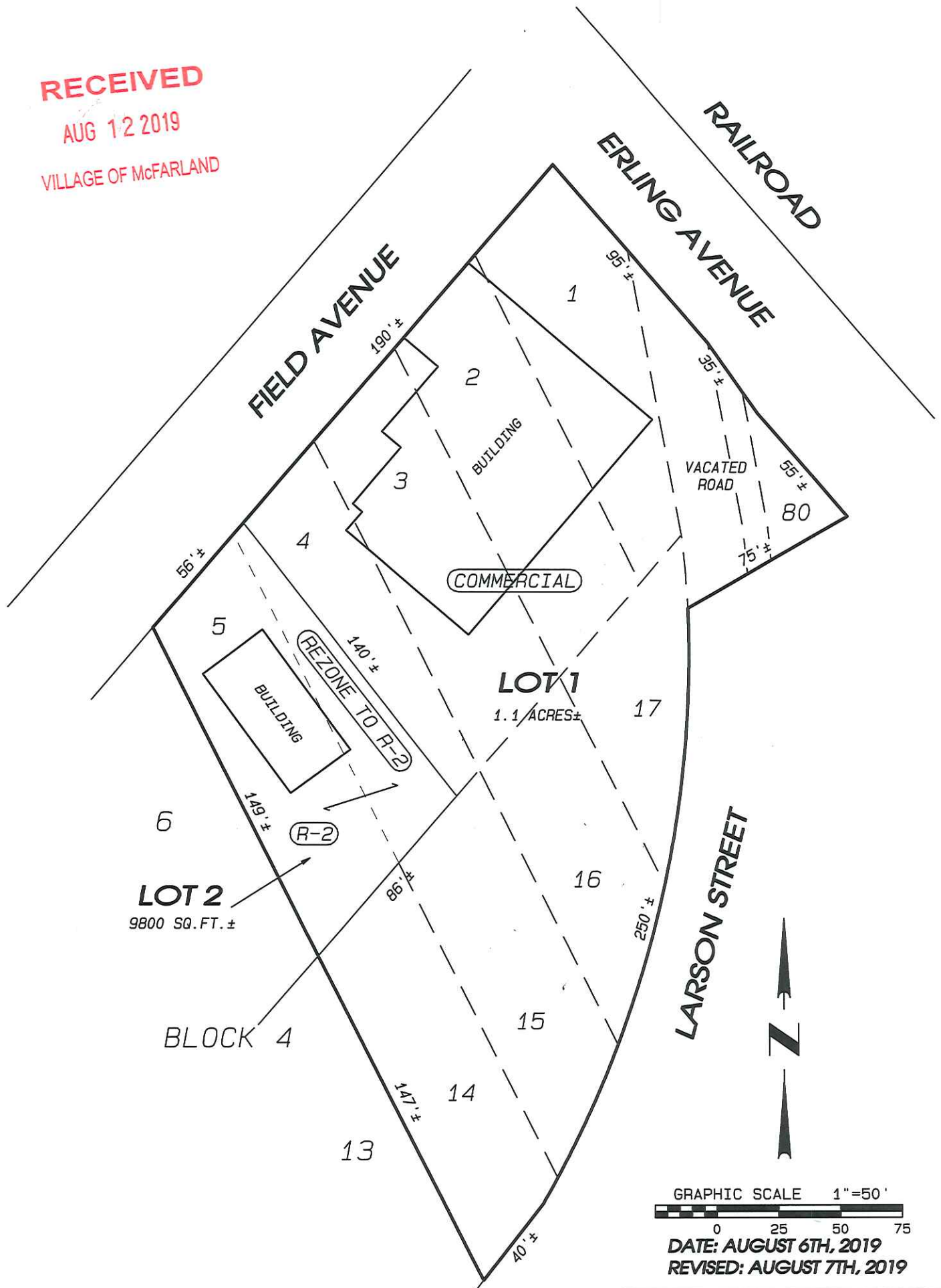
PLEASE READ AND SIGN ON THE REVERSE SIDE - AT THE BOTTOM



# PRELIMINARY CERTIFIED SURVEY MAP

LOTS 1,2,3,4,5,14,15,16,17, BLOCK 4 AND PART OF LARSON STREET (PRIVATE ROAD LOT 23)  
EDWARD'S PARK AND LOT 80 AND PART OF THE 10 FOOT UN-NAMED STREET IN IDLEWOOD,  
AND BEING LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 34, T.7N., R.10E. OF THE 4TH  
P.M., VILLAGE OF MC FARLAND, DANE COUNTY, WISCONSIN.

RECEIVED  
AUG 12 2019  
VILLAGE OF MCFARLAND



NOTE: THIS MAP IS SUBJECT TO ANY AND ALL EASEMENTS  
AND AGREEMENTS, RECORDED AND UNRECORDED.

THE BASIS OF BEARINGS IS ASSUMED.

Project No. 119 - 183 For: CRAMER

**Combs**  
& ASSOCIATES

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
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fax: 608 752-0534





## **PLAN COMMISSION SUMMARY SHEET**

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Community Development

**CONTACT:** Andrew Bremer, Comm & Eco Dev Director

**AGENDA ITEM:** Discussion and action on a Certified Survey Map, request by John Fontain Inc., to create four residential parcels located at 5406 Siggelkow Road.

### **PREVIOUS ACTION:**

A previous CSM to divide this lot was approved in 2005 by the Plan Commission but never recorded by the previous property owner. The Plan Commission reviewed this item at its meeting on September 16, 2019 and recommends approval.

### **ISSUE SUMMARY:**

The applicant (agent Brandon Cook) is seeking to divide 5406 Siggelkow Road. The existing property is zoned R-1 Single Family Residence, is 1.18 acres in size, and consists of an older home and associated detached accessory farm structures. The CSM would create four lots, each slightly larger than 12,800 square feet. The applicant is proposing to raise the existing structures so that four new single family homes could be developed on the property. The proposed lots meet the minimum lot size, depth and width requirements for the R-1 District. In addition, existing sanitary and water laterals are stubbed to each proposed lot. Section 56-176 of the Subdivision Code provides that the Plan Commission shall make a recommendation to the Village Board whether to require parkland dedication or fees in lieu of parkland dedication whenever residential land is to be developed. Village staff recommends requiring fees in lieu of land dedication given the project consists of infill development on only four lots.

### **FINANCIAL/BUDGET IMPACT:**

There are deferred special assessments for the property related to prior Siggelkow Road improvements. The Village Engineer as calculated this cost as \$41,190 (adjusted for inflation). These lots will also be required to pay MMSD hook-up fees. The Village will also benefit from additional tax base, building and impact fees from infill development of this site.

### **VILLAGE PLAN REFERENCE:**

The property is identified as Single Family Residential in the Village's Comprehensive Plan.

### **ORDINANCE REFERENCE:**

Chapter 56-39 Certified Survey Map

Chapter 56-71 Technical Requirements for Certified Survey Maps



Chapter 56-176 Fees in Lieu of Parkland Dedication

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Presented for approval including recommendation to require fees in lieu of parkland dedication.

**ATTACHMENTS:**

1. 5406 Siggelkow Rd CSM app 9.16.19

**Village of McFarland  
Community Development Department**

**RECEIVED**

AUG 13 2019

**Plan Commission Application – 2019**

VILLAGE OF MCFARLAND

~Please complete application in full~

|                   |                          |                   |                              |
|-------------------|--------------------------|-------------------|------------------------------|
| Applicant - Owner | John Fountain Inc        | Applicant's Agent | Brandon Cook                 |
|                   |                          | Name              |                              |
| Address           | PO Box 694 Madison WI    | Address           | 465 N. Baldwin St Madison WI |
| Email             | RentMadisonNow@gmail.com | Email             | →                            |
| Phone #           | 608-279-7962             | Phone #           | →                            |
| Fax #             |                          | Fax #             |                              |

**Type of Proposal – Please check boxes below that apply - Parcel No(s).** 154-0710-341-7501-3

| Requires Public Hearing<br>(Class One)                    | FEES     | Requires Public Hearing<br>(Class Two)                    | FEES    | Public Hearing<br>Not required                              | FEES      |
|-----------------------------------------------------------|----------|-----------------------------------------------------------|---------|-------------------------------------------------------------|-----------|
| <input type="checkbox"/> Preliminary Plat                 | \$500+AF | <input type="checkbox"/> Conditional Use                  | \$275+F | <input type="checkbox"/> Annexation                         | At cost   |
| <input type="checkbox"/> Preliminary Plat (reapplication) | \$500+BF | <input checked="" type="checkbox"/> Rezoning (map)        | \$175+  | <input type="checkbox"/> Dev. Agreement Including Addendums | \$400 F   |
| <input checked="" type="checkbox"/> Certified Survey Map  | \$300+F  | <input type="checkbox"/> Zoning Amendment (text)          | \$250+F | <input type="checkbox"/> Final Plat                         | \$500 +CF |
| <input type="checkbox"/> Condominium                      | \$300+EF | <input type="checkbox"/> Variance-Board of Zoning Appeals | \$250+F | <input type="checkbox"/> Final Plat (reapplication)         | \$400 +DF |
|                                                           |          |                                                           |         | <input type="checkbox"/> Site/Design Review                 | \$400 + F |

+ = 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.

**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

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

Subdivide lot. 5406 Siggelkow

**What action is the applicant requesting of the Plan Commission?**

**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.)

~ 2009

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

---

**From:** Rentmadisonnow <rentmadisonnow@gmail.com>  
**Sent:** Thursday, August 15, 2019 10:48 AM  
**To:**  
**Subject:** 5406 siggelkow

Karen-

Parcel Number: 154-0710-341-7501-3

Legal description: Lot 1, Calico Valley Plat, in the Village of McFarland, Dane County, Wisconsin.

The current property consists of a single family home and several agriculture structures. Everything is in poor condition. My intent is to parcel the property into four equal lots and build new single family homes on each lot. I have own the property for several months.

About 10 years ago the previous owner was approved to parcel this lot into four parcels. He did not record the CSM, so I am required to get this re approved.

Thanks,

Brandon

Sent from iPhone

RECEIVED

AUG 13 2019

VILLAGE OF McFARLAND

# CERTIFIED SURVEY MAP

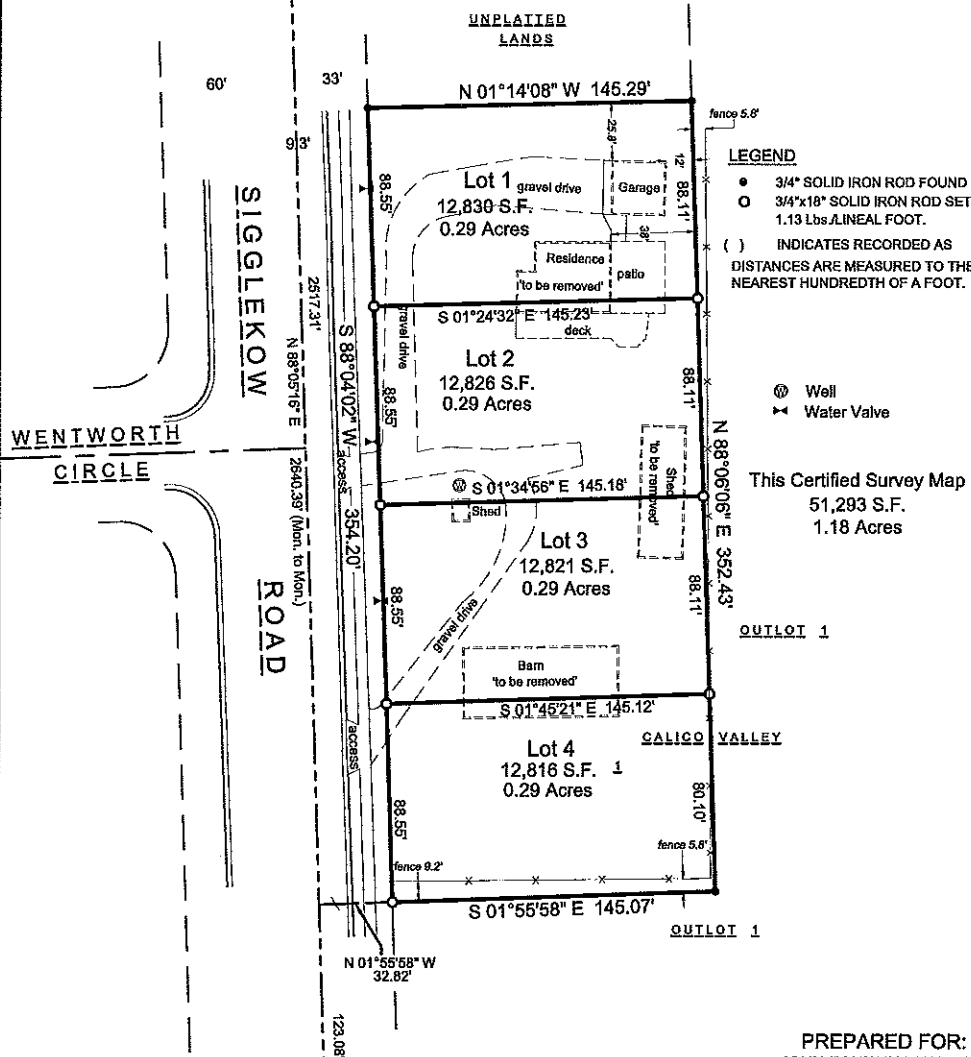
Located in:

Lot 1 of Calico Valley Plat, all in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , of Section 34, T7N, R10E Village of McFarland, Dane County, Wisconsin

Grid North

Center of Section Corner of  
Section 34, T7N, R10E,  
Found 1.25" Diameter Solid Iron Rod in  
PLSS Round Monument Box

BEARINGS ARE REFERENCED TO THE  
WISCONSIN COUNTY COORDINATE  
SYSTEM, DANE COUNTY ZONE, THE SOUTH  
LINE OF THE NE  $\frac{1}{4}$  OF SECTION 34, T7N, R10E,  
BEARS N 89°05'16" E



MAP NO. \_\_\_\_\_  
DOCUMENT NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

East  $\frac{1}{4}$  Section Corner of  
Section 34, T7N, R10E,  
Found 1.25" Diameter Solid Iron Rod in  
PLSS Round Monument Box

PREPARED FOR:  
JOHN FONTAIN REALTY  
P.O. BOX 694  
MADISON, WI 53701  
(608) 279.7962

PREPARED BY:  
ISTHMUS SURVEYING, LLC  
450 NORTH BALDWIN STREET  
MADISON, WI 53703  
(608) 244.1090  
www.isthmussurveying.com

C:\PROJECTS\2019\190710-FONTAIN\_5406SIGGELKOW\190710-FONTAIN\_5406SIGGELKOW.csm.DWG

SHEET 1 OF 3

RECEIVED

AUG 13 2019

VILLAGE OF MCFARLAND

# CERTIFIED SURVEY MAP

Located in:

Lot 1 of Calico Valley Plat, all in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , of Section 34, T7N, R10E Village of McFarland, Dane County, Wisconsin

Surveyor's Certificate:

I, Paul A. Spetz, Registered Land Surveyor for Isthmus Surveying LLC, hereby certify: that under the direction of Brandon Cook, of John Fontain Inc., owners of said land, I have surveyed, divided, and mapped the following parcel(s) of land:

Lot One (1), Calico Valley, as recorded in Volume 57-016B, Pages 57-58, as Document Number 2666978, in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 34, T7N, R10E, in the Village of McFarland, Dane County, Wisconsin. This Certified Survey Map contains 51,293 Square Feet, or 1.18 acres.

I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes and the Land Division Ordinance of the Village of McFarland in surveying, dividing, and mapping the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
OWNERS CERTIFICATE: Paul A. Spetz, S 2525

I, Brandon Cook, of John Fontain Inc., owner, hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Map hereon. I further certify that this Certified Survey Map is required by Chapter 236.34 of the State Statutes and to be submitted to the Village of McFarland for approval.

Witness the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_,  
Brandon Cook, John Fontain, Inc.

State of Wisconsin )  
                                  )ss  
County of Dane)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named Brandon Cook, of John Fontain, Inc., owner, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires: \_\_\_\_\_ signed: \_\_\_\_\_  
Notary Public, State of Wisconsin

MAP NO. \_\_\_\_\_  
DOCUMENT NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

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SHEET 2 OF 3

RECEIVED

AUG 13 2019

VILLAGE OF McFARLAND

# CERTIFIED SURVEY MAP

Located in:

Lot 1 of Calico Valley Plat, all in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , of Section 34, T7N, R10E Village of McFarland, Dane County, Wisconsin

## VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE

This Land Division Is hereby Approved by the Plan Commission of the Village of McFarland, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_ Clerk of the Village of McFarland

## VILLAGE OF McFARLAND BOARD CERTIFICATE

Resolved that this Certified Survey Map is hereby Approved and accepted by the Village Board of the Village of McFarland, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_ Clerk of the Village of McFarland

## REGISTER OF DEEDS CERTIFICATE

Received for recording on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ o'clock \_\_\_\_\_ m.  
and recorded in Volume \_\_\_\_\_ of Certified Survey Maps on pages \_\_\_\_\_, as Document  
Number \_\_\_\_\_.

\_\_\_\_\_  
Kristi Chlebowski, Dane County Register of Deeds

MAP NO. \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

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SHEET 3 OF 3



## **PUBLIC SAFETY COMMITTEE SUMMARY SHEET**

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Administration

**CONTACT:** Matt Schuenke, Village Administrator

**AGENDA ITEM:** Discussion and action regarding Ordinance #2019-19: an ordinance to update Section 11-64(n) regarding the outdoor consumption of alcohol within the Village Code of Ordinances.

### **PREVIOUS ACTION:**

At its meeting on August 26th, the Village Board took action to refer these changes to the Public Safety Committee for review and recommendation back to them.

The Public Safety Committee reviewed these proposed changes at their meeting on September 11, 2019 and recommended approval as presented with the condition that further public comment is gathered.

### **ISSUE SUMMARY:**

Enclosed within your packet are changes to Section 11-64(n) regarding outdoor consumption for licensed establishments. The specific changes presented in the packet are based upon the direction by the Village Board to address areas it wished to see changed following their review of the code. They requested the Public Safety Committee review these changes and make a recommendation to the Village Board prior to potentially adopting the revisions. The Public Safety Committee has completed their work and recommended approval to the Village Board as a result. We will go through these changes as needed as we review the code in the meeting.

### **FINANCIAL/BUDGET IMPACT:**

None.

### **VILLAGE PLAN REFERENCE:**

None.

### **ORDINANCE REFERENCE:**

None.

### **BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

The Public Safety Committee recommended the changes as presented be approved with the condition that the Village Board solicit further public input on the matter.

### **ATTACHMENTS:**

1. Section 11-64(n) - Outdoor Consumption 09062019 mgs





2. 2019-19 Outdoor Drinking Ordinance

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 the~~ renewal of an existing license or ~~a an application to expand the premises' change in the~~ description of ~~an existing~~ licensed premises 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 licensed 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.

**Commented [ADR1]:** Clarifies that the measurement is from the licensed portion of the premises, not the lot line of the premises themselves.

(2) The application shall be accompanied by detailed plans or drawings demonstrating the size, location, surface and building materials, and use of the outdoor area, including fencing and signage, and any other information necessary to determine compliance with this subsection. The outdoor consumption application, along with associated plans and drawings, shall be reviewed for a recommendation by the Public Safety Committee and a final decision made by the Village Board.

(3) 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 of~~ the licensed premises' ~~description as deemed necessary~~ to prevent undue adverse impacts on neighboring property, the character of the surrounding neighborhood, traffic conditions, parking or any other matter ~~affecting to protect~~ the public health, safety, welfare or convenience, including, but not limited to:

~~a. Limiting the size and location of any outdoor premises;~~

a. Restricting the hours during which alcohol consumption may be permitted within the outdoor area;

b. Requiring additional parking ~~beyond the minimum required by the Zoning Code; to address increased capacity;~~

c. Regulation of lighting ~~and screening.~~

d. Any conditions recommended by the Public Safety Committee.

e. Any conditions imposed by the Plan Commission as part of its required site plan review under sec. 62-310 of this Code.

(4) In addition to any specific conditions imposed ~~at the Village Board's discretion under sub. (2) and (3)~~, the following shall be minimum conditions of all licenses with respect to outdoor areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare:

a. Outdoor areas are prohibited within 50 feet of the lot line of a parcel zoned, or lawfully used for residential land purposes. ~~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.~~ 10:00 p.m. on Sunday through Thursday; and 11:00 a.m. to 11:00 p.m. on Friday and Saturday.

c. The perimeter of any outdoor portion of a licensed premises ~~not bordered by a main building~~ shall be enclosed by a permanent, secure fence not less than four feet in height. 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 during the applicable sports season. 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.~~

d. Amplified music, speakers, microphones, televisions or other audio or video devices ~~are prohibited~~ shall be subject to Chapter 20, Article III of the Village Code of Ordinances regarding Noise and section 11-69(f) if applicable.

~~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.~~

e. 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.

f. The size of the outdoor area ~~is restricted to~~ may not be larger than 50 percent ~~30 percent~~ of the ~~public usage area licensed premise of the gross floor area of the portion of the licensed~~ premises within a permanent building, 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.~~

g. 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~~ Beyond this Point."

h. No bar/counter service shall be permitted in outdoor areas, however, wait staff may serve in the outdoor area.

~~j. 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/or 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.~~

~~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.~~

i. 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.~~

~~p. Outdoor areas may not be placed on any rooftop.~~

k. 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.~~

l. 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.~~

~~(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 and aby the Village BoardPlan Commission, followed by a review and recommendation on the application from the Public Safety Committee.~~

**Commented [ADR2]:** This provision is unnecessary, but they don't hurt anything in my view. Sec. 11-67 provides for revocation or suspension for any violation of the liquor licensing provisions.

**Commented [ADR3]:** I don't see this adding anything to the ordinance. The parking requirements are based on 30% of the capacity of the premises, so the only way one could argue that adding an outdoor area would reduce the number of required spaces would be if the addition of the outdoor area reduced the overall capacity of the business. I don't see how that could happen.

**Commented [MS4]:** Addressed now under (4) above.

**Commented [MS5]:** Addressed now under (2) above.

(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)

## ORDINANCE 2019-19

### AN ORDINANCE AMENDING THE STANDARDS FOR THE OUTDOOR CONSUMPTION OF ALCOHOL

Purpose: To amend license premise standards for the outdoor consumption of alcohol for “Class B”, Class “B” and “Class C” establishments.

Sponsor: Village Administrator Matt Schuenke

Recommended Referral: Public Safety

Public Hearing: Not Required

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

1. Section 11-64(n) of the McFarland Municipal Code are amended to read as follows:

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-the~~ renewal of an existing license or ~~an application to expand the premises'~~change in the description of ~~an existing-~~licensed ~~premises'~~premises 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 licensed 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 application shall be accompanied by detailed plans or drawings demonstrating the size, location, surface and building materials, and use of the outdoor area, including fencing and signage, and any other information necessary to determine compliance with this subsection. The outdoor consumption application, along with associated plans and drawings, shall be reviewed for a recommendation by the Public Safety Committee and a final decision made by the Village Board.

(3) 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-of~~ the licensed premises' ~~description-as deemed necessary~~ to prevent undue adverse impacts on neighboring property, the character of the surrounding neighborhood, traffic conditions, parking or any other

matter ~~affecting to protect~~ the public health, safety, welfare or convenience, including, but not limited to:

~~a. Limiting the size and location of any outdoor premises;~~

a. Restricting the hours during which alcohol consumption may be permitted within the outdoor area;

b. Requiring additional parking beyond the minimum required by the Zoning Code; to address increased capacity;

c. Regulation of lighting and screening.

d. Any conditions recommended by the Public Safety Committee.

e. Any conditions imposed by the Plan Commission as part of its required site plan review under sec. 62-310 of this Code.

(4) In addition to any specific conditions imposed ~~at the Village Board's discretion under sub. (2) and (3)~~, the following shall be minimum conditions of all licenses with respect to outdoor areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare:

a. Outdoor areas are prohibited within 50 feet of the lot line of a parcel ~~zoned, or lawfully used for residential land purposes, 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.~~ 10:00 p.m. on Sunday through Thursday; and 11:00 a.m. to 11:00 p.m. on Friday and Saturday.

c. The perimeter of any outdoor portion of a licensed premises ~~not bordered by a main building~~ shall be enclosed by a permanent, secure fence not less than four feet in height. 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 during the applicable sports season. 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.~~

d. Amplified music, speakers, microphones, televisions or other audio or video devices ~~are prohibited~~ shall be subject to Chapter 20, Article III of the Village Code of Ordinances regarding Noise and section 11-69(f) if applicable.

~~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.~~

e. 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.

f. The size of the outdoor area ~~is restricted to~~ may not be larger than 50 percent ~~30 percent~~ of the public usage area licensed premise of the gross floor area of the portion of the licensed premises within a permanent building, 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.~~

g. 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~~Beyond this Point."

h. No bar/counter service shall be permitted in outdoor areas, however, wait staff may serve in the outdoor area.

~~i.~~ 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/or 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.~~

~~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.~~

j. 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.~~

~~p.—Outdoor areas may not be placed on any rooftop.~~

k. 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.~~

l. 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.~~

~~(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 and aby the Village BoardPlan Commission, followed by a review and recommendation on the application from the Public Safety Committee.~~

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

APPROVED:

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Brad Czebotar, Village President

ATTEST:

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Cassandra Suettinger, Village Clerk-  
Treasurer

| ORDINANCE 2019 – 19         |           |
|-----------------------------|-----------|
| MOTION                      | SECOND    |
|                             |           |
| ACTION                      | DATE      |
| Adopted                     |           |
| Referred                    |           |
| Tabled                      |           |
| Withdrawn                   |           |
| Defeated                    |           |
| Published                   |           |
| INDIVIDUAL VOTING<br>RECORD |           |
| Adrian                      | Kolk      |
| Brassington                 | Lytle     |
| Utter                       | Kryzenske |
| Czebotar                    |           |
| VOTING RESULTS              |           |
| Motion Carried              |           |
| Motion Defeated:            |           |



## **VILLAGE BOARD SUMMARY SHEET**

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:** Jim Hessling, Public Works Director, Aimee Irwin, Assistant to the Public Works Director

**AGENDA ITEM:** Discussion and action regarding a proposal from Town and Country Engineering to complete a Sanitary Sewer Collection System Inflow and Infiltration Evaluation.

### **PREVIOUS ACTION:**

The Public Utilities Committee provided a recommendation of acceptance to the annual Audit at its meeting on July 16, 2019. At its meeting on September 17, 2019 it provided a recommendation of approval for this proposal.

### **ISSUE SUMMARY:**

During the Audit process it was discussed in Committee why the Village sends more water to MMSD for treatment than it takes out of the ground for actual usage. Annually the Village pumps about 580,000 gallons of water per day but sends to the treatment plant about 740,000 gallons per day. This study will evaluate our system to try and make recommendations to curb inflow and infiltration which refers to "clear" water getting its way into the system. Town and County Engineering will conduct the Study and included a proposal within your packet that describes the work that it entails. The Committee requested previously to conduct this work to better understand this variance.

### **FINANCIAL/BUDGET IMPACT:**

The cost for Phase 1 of this study as described is provided for at \$21,500. The second phase has a few different alternatives we will consider later based upon the recommendations of Phase 1. The cost for this will be paid out of the Utilities Fund and specifically split between Consultant Services and Miscellaneous within Sanitary Sewer Services.

### **VILLAGE PLAN REFERENCE:**

None.

### **ORDINANCE REFERENCE:**

None.

### **BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**



Presented for approval.

**ATTACHMENTS:**

1. Inflow-Infiltration Proposal

## MEMORANDUM

Date: August 16, 2019

To: Jim Hessling, Director of Public Works – Village of McFarland

From: Brian Berquist, President – Town and Country Engineering

Subject: Scope of Services – Collection System Inflow and Infiltration Evaluation

The Village of McFarland's sanitary sewer collection system is made up of approximately 37 miles of between 8" and 18" diameter pipe and 867 manholes. In addition to the publicly owned sewer infrastructure there are many miles of private laterals, typically 4" and 6" diameter pipes, feeding into the sanitary sewer. As these sewers age and deteriorate, clear water can begin to infiltrate into the pipes, taking up needed capacity for both the sewers and pumping stations. This clear water is considered inflow and infiltration (I/I).

Inflow is considered clear water entering the sanitary sewer system via direct connections, which may include roof drains, open pick-hole manholes, connections with storm drains, home drain tiles, etc., and typically causes rapid and short lived increases in flow through the system. Infiltration is considered a more constant flow of clear water into the system, such as cracked pipes, leaking manholes, etc., and results in long term increases in flow when wet weather occurs.

Recent utility audits have shown that the Village is sending considerably more sewage flow to Madison Metropolitan Sewerage District (MMSD) than the drinking water wells are pumping for water use. This has spurred a request for this proposal from the Public Utilities Committee.

The I/I study is proposed to be accomplished in two phases, with recommendations from the first phase guiding actions taken in the second phase. The scope of these phases will include:

### Phase 1 – Flow Monitoring and Data Evaluation

The first phase of the I/I study will work to identify areas of high I/I contributions through flow monitoring in select areas of the Village. This work will include:

- Mapping/Staff Review: A kickoff meeting will be held with Village staff to discuss known areas of high I/I and desired areas of investigations to lay out a detailed approach to subsequent flow monitoring efforts. This will include a review of data gathered by the Village thus far, and a review of mapping comments included in the GIS system. This review would be used to identify sewer-sheds that will be used to prioritize areas for flow monitoring.
- Preliminary Flow Monitoring Visit: After the preliminary kickoff meeting a site visit will be performed during the day to visit each of the identified sewer-sheds and investigate manholes within each of these sewer-sheds. This will be a "Big Picture" field review of the collection system and identify exact manholes in which flow monitoring will be performed and how access can be achieved. During this visit a flow meter will be brought along to identify sewer flows in the manholes. For this task, the Village would ideally provide two people to complement our staff.
- Long Term Flow Monitoring: Long term flow monitoring refers to fixed installations of flow meters within the collection system. The duration of the installation can vary from a couple days to months, depending upon the application. Based upon the results of the kickoff

meeting and preliminary areas will be identified that would benefit from long-term review of flows. Ideally this would coincide with some sort of wet weather event, though it is also valuable for identifying base I/I contributions through the system. The budget estimate assumes multiple long term meters will be installed at two events and 20 meter-weeks (# of installed meters x installed weeks). For this task we ask that at least one Village staff be present to aid in access and installation of flow meters in manholes.

- **Nighttime Flow Monitoring:** Flow monitoring between 11:00 PM and 6:00 AM provides a good picture of I/I flow contributions as measurements are generally assumed to have little or no sewage contributions. Nighttime flow monitoring also allows a much larger study area as measurements will only be taken to establish base flow at each manhole, allowing many manholes to be investigated per night. Nighttime flow monitoring is best performed during significant wet weather events and as a result will likely be completed over a 1-2 year period. The budget estimate assumes five nighttime flow monitoring events during wet weather. For this task, the Village would again provide two people to complement our staff for working between 11:00 p.m. and 6:00 a.m.
- **Summary and Recommendations:** A summary memo will be prepared to provide an update on the I/I study after completion of the flow metering. This will also prepare a more detailed list of recommended follow-up actions to be performed as a part of Phase 2.

**The estimated cost for the above scope will be completed on an hourly basis and is estimated to be \$21,500.**

#### Phase 2 – Follow-Up Investigations

Following the first phase of investigations recommendations will be prepared for additional investigations. These could include the following items:

- **Smoke Testing:** Smoke testing is used to find direct connections to the sanitary sewer that may include roof drains, storm drains, broken clean-outs, etc. Smoke testing involves setting non-toxic smoke flares in the collection system and setting a high capacity gas powered fan over a manhole to force the smoke into the piping system. People then inspect the surrounding blocks to identify areas where smoke is exiting the system. Smoke testing is best performed during dry weather. This follow-up investigation is typically best suited in areas where high inflow is suspected and often includes downtown areas and older neighborhoods. **A budgetary estimate for smoke testing is \$9,000, assuming two smoke testing events.** Many Village staff would be required for this activity to complete the smoke surveys of the surrounding areas.
- **Dye Testing:** Dye testing can be used to identify sources of inflow or in conjunction with storm sewer flooding to identify infiltration to the sanitary systems. This may be recommended dependent upon the findings of the flow monitoring and would be billed on an hourly basis depending upon the scope.
- **Televising:** Televising will be recommended for specific lines depending upon the findings of the flow metering. Televising is recommended to identify the sources of I/I; such as cracked pipes, leaking laterals, sump pumps (dependent on timing) and will provide a better idea of the corrective actions required. Televising will be completed by a contractor hired by the Village.

A report will be prepared summarizing the findings of all actions in both Phase 1 and Phase 2 that will be provided to the Village as a plan for I/I corrective actions as well as a document that can be submitted to DNR for CMOM compliance and potential project funding.

We would need assistance from Village staff to provide us with data and to assist in field operations. Two persons are recommended, but we can use one Village staff and one additional member of our staff for additional cost.

We at Town and Country Engineering, Inc. wish to thank you for allowing us to serve the Village of McFarland on this project. If you have any questions regarding the above material, please feel free to call.

**BRB**

J:\JOB#S\McFarland\Mc-00-00\Correspondence\2019\Inflow-Infiltration Proposal.docx



## **VILLAGE BOARD SUMMARY SHEET**

**MEETING DATE:** Monday, September 23, 2019

**SECTION:** Business

**DEPARTMENT:** Administration

**CONTACT:** Matt Schuenke, Village Administrator

**AGENDA ITEM:** Transmittal of the draft 2020 Budget from Village staff to Village Board for review and consideration.

**PREVIOUS ACTION:**

None.

**ISSUE SUMMARY:**

The Staff Submittal of the draft 2020 Budget is now complete and transmitted to the Village Board for review and consideration. All funds are included for review at this time. The total Operating Budget for next year is proposed at \$9,024,500 which is just over a 10% increase from the previous year for all funds with some inclusion of tax levy support. Total cost for debt service has risen with recent borrowings to \$1,707,500 or an approximate 6% increase from 2019.

The tax levy to support the operating budget is proposed to increase by 4.58% or \$278,750 to a level of \$6,370,500 for the coming year. The tax rate, however, will result in a significant decrease for the second year in a row falling from \$6.77 the previous year to \$6.49 projected for next year. This is attributed to the significant growth the Village has experienced which allows the levy to be spread over more value helping to decrease the actual rate. The median home value in 2018 was \$264,200 and in 2019 this rose to \$275,000. Someone with a home of that value would expect to pay about 0.14% LESS in their Village taxes or about \$2.43 less compared to the previous year.

These numbers are provided as a brief summary for initial perspective and are only reflective of how the budget is presented at this point in the process. As the hand off now goes from Staff to the Board, these numbers will change throughout the review as we work towards the final approval.

**FINANCIAL/BUDGET IMPACT:**

The Annual Budget sets the spending plan and authority for the Village within the next calendar year. As such, the financial impact this document has is significant and will be reviewed by the Village Board over the course of the next several weeks.





The Village Board was provided paper copies of the budget within their binder; however, a complete electronic copy is available on the Village website. This includes a table of contents with links and bookmarks to sections that you want to review. It also has its own set of page numbers to keep track of the whole document rather than by fund as its presented in the binder.

This can be viewed at:

<https://www.mcfarland.wi.us/budget>

**VILLAGE PLAN REFERENCE:**

None.

**ORDINANCE REFERENCE:**

None.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

No action needed at this point as we are beginning the Board's review of the budget. Several meeting dates for budget review are provided here as a reminder:

- October 10 at 7:00 pm - This is a special meeting for budget review.
- October 14 at 7:00 pm - The review will take place during the regularly scheduled board meeting.
- October 28 at 7:00 pm - The review will take place during the regularly scheduled board meeting.
- November 7 at 5:30 pm - This is a special meeting for budget review.
- November 25 at 7:00 pm - This is when the public hearing and final approval will be granted within a regular board meeting.

A detailed schedule is provided as part of the support documentation.

**ATTACHMENTS:**

None