

Monday, November 25, 2019

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) Presentation of service awards to members of the Police Department.
 - 2) Presentation of service awards to members of the Fire and Rescue Department.
 - b. Public Communications
 - 1) December 1, 2019 - Residents may begin circulating nomination papers for the April 7, 2019 Spring Local Election.
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the November 7, 2019 Village Board special meeting.
 - b. Motion to approve the minutes of the November 11, 2019 Village Board meeting.
 - c. Motion to approve an Event Permit application from the McFarland Chamber of Commerce for the Christmas in the Village event to be held December 7, 2019 with the conditions provided in Chief Sherven's letter dated November 19, 2019.
 - d. Motion to approve pre-paid checks #75679-75688 in the amount of \$7,808.41 and current checks #75689-75771 in the amount of \$354,861.15.
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. PUBLIC HEARING.
 - a. On the proposed budget for the year 2020 and establishing the 2019 payable in 2020 property tax levy for the Village of McFarland.
7. BUSINESS.

- a. Discussion and action on Ordinance 2019-24: an ordinance approving the budget for the year 2020 and establishing the 2019 payable in 2020 property tax levy for the Village of McFarland.
- b. Discussion and action to approve an offer to purchase with MSP Real Estate Inc. for the property located at 4900 Larson Beach Road.
- c. Plan Commission (President Czebotar & Trustee Kolk)
 - 1) Discussion and action regarding Ordinance 2019-21: an ordinance to rezone property at 4845 Taylor Road and 4900 Larson Beach Road from Commercial Highway (C-H) to Planned Development Infill - General Implementation Plan (PDI-GIP) as requested by MSP Real Estate Inc.
 - 2) Discussion and action regarding Ordinance 2019-23: an ordinance authorizing the annexation of lands included in the Lighfoot et al annexation petition #14264, from the Town of Cottage Grove and the Town of Pleasant Springs, to the Village of McFarland.
- d. Public Works Committee (Trustees Kolk & Adrian)
 - 1) Discussion and action regarding a proposal for architectural services related to the design and bidding of improvements to the Public Works Facility.
- e. Discussion and action regarding a proposal to exchange property with the McFarland School District.
- f. Discussion and action regarding Ordinance 2019-25: an ordinance to update animal licensing fees and zoning fees within the Fee Schedule in Appendix A of the Code of Ordinances.
- g. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

8. ADJOURNMENT.

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



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: December 1, 2019 - Residents may begin circulating nomination papers for the April 7, 2019 Spring Local Election.

PREVIOUS ACTION:

ISSUE SUMMARY:

Residents may begin circulating nomination papers for the April 7, 2020 Spring Election. Current seats up for election include three Village trustees and the Municipal Judge. Nomination papers must be turned into the Village Clerk/Treasurer by January 7, 2020 at 5 p.m. to be placed on the April 7th ballot.

Village residents should contact the Village Clerk/Treasurer for a candidates handbook an applicable handbook, or with any questions they may have.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. TYPE A spring 2020

TYPE A NOTICE FOR VILLAGE OF MCFARLAND

NOTICE OF SPRING ELECTION

VILLAGE OF MCFARLAND

April 7, 2020

NOTICE IS HEREBY GIVEN, that at an election to be held in the Village of McFarland, on Tuesday, April 7, 2020, the following offices are to be elected to succeed the present incumbents listed. The term for village trustee begins on April 21, 2021. All terms are for two years unless otherwise indicated.

Office

Incumbent

Village Trustee
Village Trustee
Village Trustee

Jerry Adrian
Dan Kolk
Mary Pat Lytle

Municipal Judge (4 Year Term)

Randi Othrow

NOTICE IS FURTHER GIVEN, that the first day to circulate nomination papers is December 1, 2019 and the final day for filing nomination papers is 5:00 p.m., on Tuesday, January 2, 2020 in the office of the village clerk.

NOTICE IS FURTHER GIVEN, that if a primary is necessary, the primary will be held on Tuesday, February 18, 2020

Acceptable Photo ID will be required to vote at this election. If you do not have a photo ID you may obtain a free ID for voting from the Division of Motor Vehicles.

Done in the Village of McFarland on
November 14, 2019

/s/ Cassandra Suettinger, Village Clerk/Treasurer

VILLAGE OF MCFARLAND

Village Board Minutes

Thursday, November 7, 2019 - 5:30 PM

1. CALL TO ORDER.

Village President Czebotar called the special meeting of the McFarland Village Board to order at 5:30 pm in the Community Room of the McFarland Municipal Center.

2. ATTENDANCE/ROLL CALL.

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

Village Board members not present: (None)

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Community and Economic Development Director Andrew Bremer, and Fire/EMS Director Chris Dennis.

3. 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.*

Ann Kleinhaus, 2669 CTH AB, spoke in favor the Village expanding its Community Arts program.

4. BUSINESS.

- b. *Discussion and review of the 2020 Budget including the following sections:*

- 1) *Changes since the last distribution.*

Village Administrator Schuenke reported on changes to the draft budget since the last budget.

- 2) *Review of the 2019 Municipal Levy Limit Worksheet as it relates to the proposed 2020 Budget.*

Village Administrator Schuenke provided an overview of the draft 2019 Municipal Levy Limit worksheet based on the proposed 2020 budge.

- 3) *Presentation regarding the feasibility of future inclusion within the State Expenditure Restraint Program.*

Village Administrator Schuenke reported that based on the proposed 2020 budget, the Village will not be eligible for the 2020 state expenditure restraint program.

- a. Discussion and action regarding proposed changes to the 2020 Budget presented by the Village Board members:

1) General Fund (100):

- i. Reduce funding for meeting and training expenses within the Community Development Department budget.

Motion by President Brad Czebotar, second by Trustee Mary Pat Lytle, to reduce line item 100-52400-330-000 Community Development meeting expenses by \$500.

Motion fails 2 - 5 - 0 with Brassington, Kolk, Kryzenske, Lytle, and Utter voting nay.

Motion by President BraCzebotar to reduce line item 100-52400-331-000 Community Development training expenses by \$500. Motion fails for lack of second.

- ii. Increase funding for a Community Arts Program within the Community Development Department budget.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve increasing funds for line item 100-52400-390-000 by \$3000 for a Community Arts Program within the Community Development Department budget. Motion carries 7 - 0 - 0 by acclamation.

- iii. Reduce funding for facility maintenance within the Public Works Department budget.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to reduce line item 100-53000-242-000 Public Works facility maintenance by \$6000.

Motion carries 7 - 0 - 0 by acclamation.

- iv. Increase funding for enforcement at the yard waste site drop off within the Public Works Department budget.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to increase line item 100-53000-390-000 Parks miscellaneous expenses by \$2000 to add additional funding for enforcement at the yard waste site drop off. Motion carries 5 - 2 - 0 by acclamation with Kryzenske and Utter voting nay.

- v. Increase funding for enforcement at the dog park within the Parks budget.

Motion by Village President Brad Czebotar, second by Village Trustee Jerry Adrian, to Increase funding for line item 100-55200-390-000 by \$2000 for additional enforcement at the dog park within the Parks budget. Motion fails 2 - 5 - 0 by acclamation with Brassington, Kolk, Kryzenske, Lytle, and Utter voting nay.

2) Library Fund (205):

i. Increase funding for fine revenue collection within the Library budget.

Motion by President Brad Czebotar, second by Trustee Dan Kolk, to postpone the elimination of library funds until 2021 and increase line item 100-45190-000 by \$7,500. President Brad Czebotar withdrew his motion with no objections.

Motion by President Brad Czebotar, second by Trustee Dan Kolk, to restore library fine revenue anticipated for line item 100-45190-000 to \$12,500. President Brad Czebotar withdrew his motion with no objections.

Motion by President Czebotar, second by Trustee Dan Kolk, to increase the revenue line for line item 100-45190-000 to \$7,250. Motion carries 6 - 1 - 0 by acclamation with Trustee Kryzenske voting nay.

ii. Reduce funding for support services within the Library budget.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to reduce funding for line item 100-55110-210-000 Library support services by \$5250. Motion carries 5 - 2 - 0 by acclamation with Trustee Clair Utter and Trustee Eric Kryzenske voting nay.

3) Capital Projects Fund (400):

i. Apply 2019 operating surplus from Police and Fire/Rescue Departments to fund 2020 capital equipment requests.

Motion by President Brad Czebotar, second by Trustee Mary Pat Lytle, to reduce borrowed funds by \$22,000 for line item 400-57210-811-101 Police equipment acquisition and use Village surplus funds. Motion carries 7 - 0 - 0 by acclamation.

Motion by President Brad Czebotar, second by Trustee Mary Pat Lytle, to reduce borrowing by \$10,000 for line item 400-57210-813-101 Police Technology and use Village surplus fund. Motion carries 7 - 0 - 0.

Motion by President Brad Czebotar, second by Trustee Dan Kolk, to reduce borrowing by \$34,500 for line item 400-57220-813-101 for Fire/EMS technology and use Village surplus funds. Motion carries 7 - 0 - 0.

- ii. Reduce funding for consultant services as it relates to aquatics and reallocate same funding for development of special needs park within the Park budget.

Motion by Trustee Jerry Adrian, second by Trustee Stephanie Brassington, to reduce line item 400-57620-211-000 by \$100,000 and increase line item 400-57620-827-XXX by \$100,000. Motion fails 3 - 4 - 0 by acclamation with President Brad Czebotar, Trustee Dan Kolk, Trustee Mary Pay Lytle, and Trustee Clair Utter voting nay.

Motion by President Brad Czebotar, second by Trustee Jerry Adrian, to reduce line item 400-57620-211-000 by \$85,000.

Motion by Trustee Dan Kolk, discussion provided the second, to amend the motion to reduce line item 400-57620-211-000 by \$60,000 and the remaining \$50,000 be used for consultant services for the plan and design of park improvements. Motion to accept amendment of the motion the motion passes 5 - 2 - 0 by acclamation with Trustee Clair Utter and Trustee Jerry Adrian voting nay. Amended motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- iii. Reduce funding for consultant services as it relates to aquatics within the Parks budget.

Item discussed as part of 4b(3)(ii).

4) Utilities Fund (600):

- i. Increase funding for support services for the Water Service budget.

Motion by Trustee Mary Pat Lytle, second by Trustee Clair Utter, to increase line item 600-53710-210-000 by \$10,000 to provide funding for a conventional rate case. Motion carries 7 - 0 - 0 by acclamation.

- c. Discussion regarding amended budget summary following review of Village Board requested changes.

Village Administrator Schuenke provided the amended budget summary following the changes approved in the meeting.

5. ADJOURNMENT.

Motion by Village Trustee Jerry Adrian, second by Village Trustee Mary Pat Lytle, to adjourn at 7:25 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Village Clerk/Treasurer

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, November 11, 2019 - 7:00 PM

1. CALL TO ORDER.

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

2. ATTENDANCE/ROLL CALL.

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

Village Board members not present: (none).

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, anPolice Chief Craig Sherven.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

President Czebotar recognized Veteran's Day and thanked those who have served our country to preserve our freedom.

President Czebotar announced the annual Police & Fire recognition awards will occur at the next Village Board meeting on November 25th.

1) 2020 Budget Public Hearing scheduled for Monday, November 25, 2019 at 7:00 pm.

b. Public Communications

4. CONSENT AGENDA.

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

b. Motion to approve pre-paid checks #75600-75609 in the amount of \$92,965.51 and current checks #75610-75678 in the amount of \$170,484.35.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve the consent agenda with corrections noted to the minutes. Motion carries 7 - 0 - 0 by acclamation.

5. PUBLIC APPEARANCES.

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

None.

6. BUSINESS.

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

- 1) Discussion and action to make a recommendation to the Village Board regarding contracted Building Inspection Services.

Motion by Village President Brad Czebotar, second by Village Trustee Clair Utter, to approve contracting for Building Inspection Services. Motion carries 7 - 0 - 0 by acclamation.

- b. Discussion and possible action on Ordinance 2019-22: An Ordinance amending the retention schedule for public records

Motion by Village President Brad Czebotar, second by Village Trustee Stephanie Brassington, to approve an Ordinance 2019-22: An Ordinance amending the retention schedule for public records Motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- c. Discussion and action to cancel the December 23, 2019 meeting of the Village Board.

Motion by Village President Brad Czebotar, second by Village Trustee Clair Utter, to approve canceling the December 23, 2019 meeting of the Village Board. Motion carries 7 - 0 - 0 by acclamation.

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

None.

7. CLOSED SESSION.

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

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to enter into Closed Session at 7:18 p.m. pursuant to Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to consider land transactions and service conversions with the McFarland School District. Motion carries 5 - 2 - 0 by on a roll call vote with Trustee Eric Kryzenske and Trustee Clair Utter voting nay.

b. Discussion and action to reconvene into Open Session.

Motion by Village Trustee Clair Utter, second by Village Trustee Stephanie Brassington, to enter back into Open Session at 8:21 pm. Motion carries 7 - 0 - 0 by acclamation.

8. ADJOURNMENT.

Motion by Village Trustee Clair Utter, second by Village Trustee Stephanie Brassington, to adjourn at 8:22 pm.

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

Respectfully submitted,
Cassandra M. Suettinger
Village Clerk/Treasurer



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: Motion to approve an Event Permit application from the McFarland Chamber of Commerce for the Christmas in the Village event to be held December 7, 2019 with the conditions provided in Chief Sherven's letter dated November 19, 2019.

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. CIV 2019 Event Permit



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: November 19, 2019

TO: McFarland Village Board, McFarland Public Safety Committee

FROM: Craig J. Sherven, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the Event/Parade permit application for the Christmas In the Village event to be held on December 7, 2019. I am recommending approval of the application. The following conditions apply:

- Event organizers will follow and comply with all direction given by Police, Fire and Public Works officials before, throughout and at the conclusion of the event.
- Chief Dennis has indicated the need for the issuance of a Burning Permit.

Chief Dennis has indicated his approval of the event (see attached letter).

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

November 11, 2019

Re: Event Permit Review – Christmas in the Village

I have reviewed the submitted event application by Becky Rogers, McFarland Chamber of Commerce for the Christmas in the Village Event to occur on December 7, 2019 located at various locations in the Village including a parade from 5915 Milwaukee Street to Taylor Road side of Arnold Larson Park and gathering at Arnold Larson Park.

The application is substantially complete, please note a burn permit will need to be issued separately through the Village Administration Department at no charge. I recommend approval of the permit.

Sincerely,

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

Proudly Serving the Communities of McFarland, Town of Dunn & Town of Pleasant Springs



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? ■ - Yes □ - No	If yes, please complete entire application. If no, please complete question 1a.	
1a. If no, will the event involve the sale of alcohol? □ - Yes ■ - No	If yes, please complete the entire application. If no, please contact Village Administration to determine if you need to complete the application	

Applicant Information	
Name(First, M.I., Last) of Primary Contact: Toni Stolarik or Becky Rogers	Phone: [REDACTED]
Address: PO BOX 372, McFarland, WI	
Email Address: info@mcfarlandchamber.com or [REDACTED]	

Agency/Organization Information – (If applicable)	
Name: McFarland Chamber of Commerce	Phone: 608-838-4011
Address: PO Box 372, McFarland, WI 53558	
Email Address: [REDACTED]	

Event Information	
Name of Event: Christmas in the Village	Type of Event Parade and bon fire
Location of Event: Downtown, Fire station to Exchange St	
Event Date(s): December 7, 2019	Event Time(s): (4:30pm?) Begins at dusk
Total number of anticipated attendees: 100-1200 weather dependant	Total Number of attendees anticipated being at the event at one time: 100-1200
Set up Start Time: 2pm	Tear Down End Time: 9pm

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

Required Attachments
☐ - Detailed event schedule ☐ - Site Plan Requirement – a site plan must be attached that identifies the event layout for the event including stages, tents, equipment, fencing, alcohol sale and carding areas, etc. ☐ - (if applicable) If the event will take place on a Village street, include a map of all routes or activities. ☐ - Insurance - The applicant shall furnish a certificate to the Village demonstrating that applicant has in force and will maintain during the time the Event Permit is in effect public liability insurance of not less than \$1,000,000 per one person, \$2,000,000 per occurrence for personal injury and \$1,000,000 for property damage naming the Village as an additional insured.

Event Details and Security Plan

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

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.

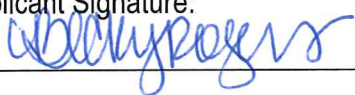
Identify Event coordinators (identify 1 for every 50 expected attendees) – attach additional sheets if necessary.

Name	Location at Event (Ex: Race Start, supply tent)	Time On-site (ex: 10 a.m. to 2 p.m.)	Cell Phone

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:

10/15/19

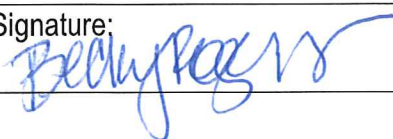
Certification Section

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:

10/15/2019

FOR VILLAGE USE ONLY☒ - Approved☐ - Denied

Police Chief: _____

Date: _____

Application Received: _____

45-day application requirement met?: ☐ - Yes ☐ - No

Public Safety Committee Date: _____

☐ - Approved☐ - Denied☐ - Not applicable

Village Board Meeting Date: _____

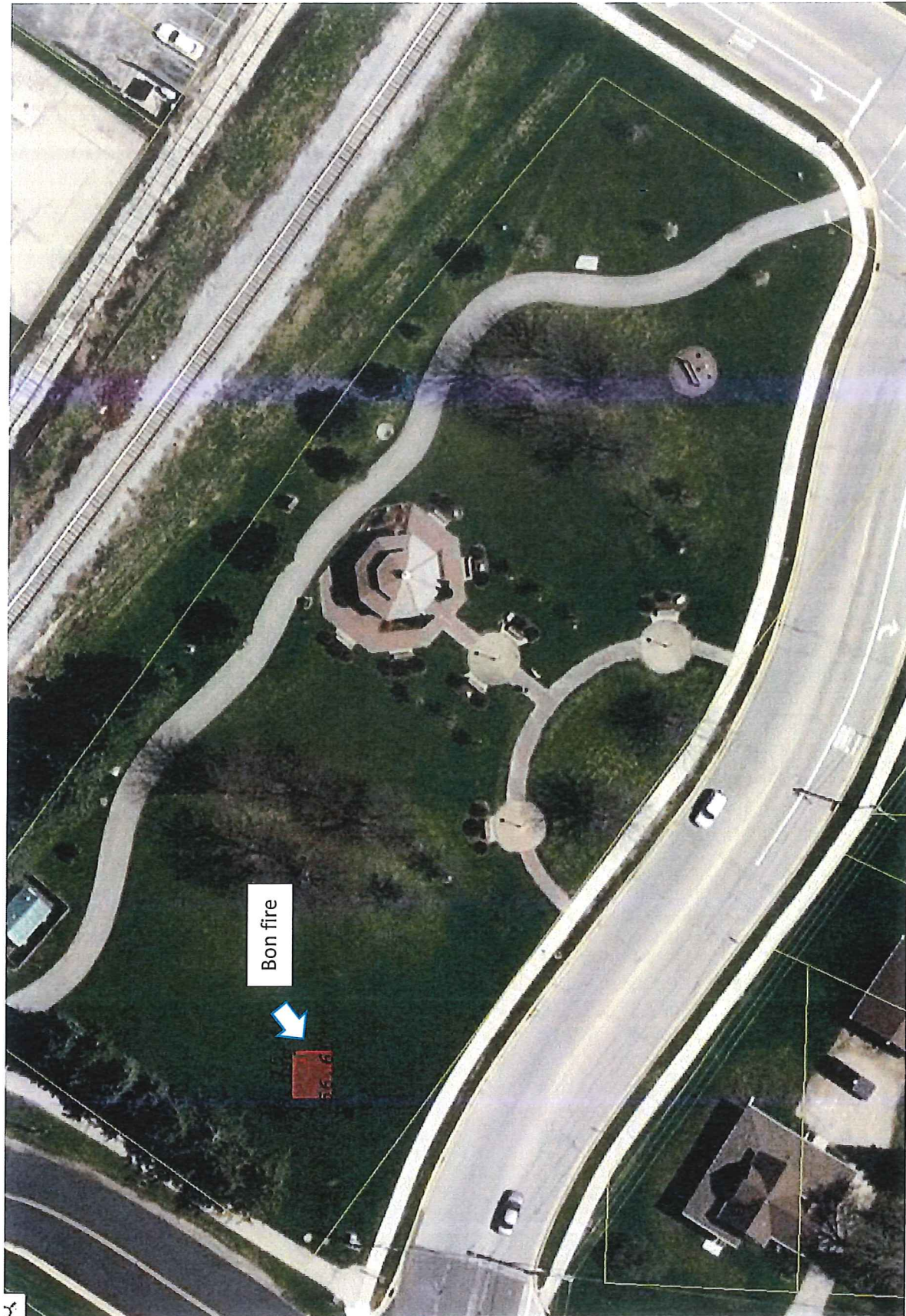
☐ - Approved☐ - Denied**Detailed Security Plan Requirements – Appendix A**

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

Detailed Emergency Management Expectations and Requirements – Appendix B

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

Christmas in the Village – Site Map



Various events take place as businesses through the day (as detailed in the example schedule from 2018). The main event is from 4:30 p.m. to 6:30 pm. The event includes hot cocoa, cider, food and drink and a bon fire.

Christmas in Village – Parade Route

Route:

1. Start at Municipal Center
2. Head down Milwaukee St.
3. Take Left on Hough St.
4. Take a left on to Main St.
5. Turn right on Farwell St.
6. Turn Right on Taylor Road
7. Drop Santa at the start of the path into Arnold Larson Park



Schedule of Events **Sat. December 7, 2019**

- 7am–Noon **McFarland Boy Scout Troop 53** – Annual Pancake Breakfast at McFarland Lutheran Church 5529 Marsh Road. Bring the entire family and start your day with a hearty breakfast of pancakes, sausage, ham, milk, o.j. and plenty of coffee. Purchase tickets at the door. There will be a drawing for some great prizes too!
- 7am–4pm **Premier Paint & Wallpaper** – Open House – Enjoy hot chocolate and doughnuts. Enter our drawing for many great prizes. 4950 Voges Road.
- 7am–7pm **McFarland House Café** – Join us at the Café for a hot drink, soup and food specials. Stop in Dec. 1–7 to enter to win a Café Gift Basket. 5923 Exchange Street.
- 8:30am–11am **The Dog Hut** – Bring your dog & family for a picture with Santa – All donations given to DCHS. Enjoy refreshments. TODAY ONLY enter our drawing for 2 days of Doggie Day Care or Full Grooming (up to \$50). 4311 Triangle Street.
- 9am–Noon **Edward Jones - Joe Mueting, CFP®, AAMS®, Financial Advisor** – Open House with refreshments. Stop in and enter to win a door prize. 5702 US Hwy 51.
- 9am–Noon **Edward Jones - Tyler Wedel, Financial Advisor** – Happy Holidays – Please join us for an Open House with treats and refreshments. Enter our drawing for a restaurant gift card. 4604 Siggelkow Road.
- 9am–Noon **Farmers Insurance - Michael Chandler** – Open House. Stop in to enjoy coffee, spiced punch and treats. Enter to win Door Prizes. 5910 Main Street.
- 9am–Noon **McFarland State Bank** – Celebrate *Christmas in the Village* with us! Hourly drawings start at 10am. Begin the holiday season with FREE treats, live MUSIC, great FUN and pictures with Santa! Enter to win a \$100 MSB Visa gift card. 5990 US Hwy 51
- 9am–Noon **Realty Executives Capital City** – Open House. Come enjoy hot cocoa, get a temporary Christmas tattoo and enter our many drawings and giveaways. 5708 US Hwy 51.
- 9am–Noon **Total Body Training McFarland** – Open House. Join us for “12 Days of Christmas” workout! Suitable for all fitness levels. Workouts will start on the hour and the half hour. New guests to TBT enter to win a Free Month Membership just for stopping in. 5206 Farwell Street.
- 9am–2pm **Christ The King Church** – St. Nick’s Children’s Gift Shop – For children up to 18 years old to shop for Christmas gifts. No item over \$3.00. Gift wrapping included. Also shop on Dec. 8 & Dec. 15 from 9am–noon. 5306 Main Street.
- 9am–2pm **Dan Chin Homes, Inventure Realty Group, Inc.** – Open House – Celebrate the holiday season with refreshments (including mimosas!), treats and a chance to win new Apple AirPods Pro! 5920 Exchange Street.
- 9am–2pm **McFarland Farmers’ Market** – Visit us at the McFarland Municipal Center Nov. 2–Dec. 21 9am–2pm. Best of Wisconsin Indoor Farmers’ Market of McFarland. Enter our drawing for a Gift Basket. 5915 Milwaukee Street.
- 9am–3pm **Forward Pharmacy** – Come celebrate the holidays with us. We will have refreshments, gourmet food samples, Christmas cookies and 25% off a wide variety of merchandise. Enter to win a gift basket. We offer complimentary gift wrapping. 4880 Larson Beach Road.
- 9am–3pm **McFarland Animal Hospital** – Open House – Shop our holiday toy selection or buy a fresh baked dog treat. New this year - Ma, Paws, and Me Rescue will have adoptable pets for meet and greet. Bring a donation of foods/treats/toys for the rescue and receive a Free gift! Enjoy a complimentary brownie & hot cider. Enter to win a \$50 gift certificate. 5620 US Hwy 51.
- 9am–3pm **McFarland Youth Center** – Visit the Artisan Craft Fair held at the McFarland Youth Center (hosted by McFarland Makers in support of MYC). Buy local, one-of-a-kind, handmade gifts to support the McFarland Youth Center and shop our bake sale for homemade cookies, fudge bars and more! FREE hot chocolate and cider for attendees! 5114 Farwell Street.
- 9am–3pm **Tamed Hare Barber & Beauty Salon** – Open House – Come and enjoy some food & beverages. Free Hair Consultations. Enter our drawing for a Gift Basket. 5202 Farwell Street.
- 9:30am–4pm **E.D. Locke Public Library** – Used book sale, featuring a large selection of gently used books, including many holiday themed items. On Sunday from noon–4pm we will have a Bag Sale – fill a grocery bag for a donation of your choice! * Christmas Craft-Palooza! Sat. 9:30am–1pm in the Library meeting room. All ages (under 7 must be supervised). Many crafts to choose from including holiday cards, gift bags, ornaments and more, also a craft for adults. Bring your unused holiday cards for the holiday card exchange. More info: mcfarlandlibrary.org. 5920 Milwaukee Street.
- 10am–1pm **Spartan Animal Hospital** – Open House featuring Zoozort (Live Animal Programs), free pictures with Santa for you and/or your pet (bring your camera), free pet toys, cookies and refreshments. 4811 Larson Beach Road.
- 10am–2pm **ANEU Med Spa** – Open House – Celebrate the holiday season with 25% OFF products. Enjoy refreshments, treats and enter our drawings for a chance to win Hydrafacial Luxe Giveaway, 20 units of BOTOX Giveaway, 50 units of Dysport Giveaway or Skincare Gift Basket. 4717 Dale-Curtin Drive.



Please look for business locations & hours in advertisements in this flyer or visit our online membership directory at www.mcfarlandchamber.com



- 10am–2pm **Edwards-Foye American Legion Post #534** – Open House – Free sugar cookies to decorate. Free cards and ornaments to make and take or donate to veterans. Support pregnant veterans and the homeless by purchasing items to fill care bags. Enter to win one of two fishing poles. 4911 Burma Road.
- 10am–2pm **Lake Waubesa Bible Camp** – Enjoy some Christmas cheer at Lake Waubesa Bible Camp. Come out and enjoy the zipline and warm up in the Lodge with hot cocoa and crafts. Enter our drawing to win a \$100 gift certificate to use for any camp event. 2851 Crescent Drive.
- 10am–2pm **McFarland Family Chiropractic** – Open House. Join us for our 7th annual Christmas ornament making event. Enjoy refreshments and healthy snacks. Enter our drawing for an essential oils basket, massage gift certificate and more. 4701 Dale-Curtin Drive.
- 10am–2pm **Spartan Day Camp** – Open House and Open Gym at our new location, with cookie decorating and coloring. 4814 Freedom Ring Road.
- 10am–2pm **Spartan Nutrition** – Open House – Come see our new facility and enjoy specials and discounts on our shakes and energy teas. Enter our drawings for a \$50 gift card and a prize bag filled with healthy goodies (\$50 value). Brings a non perishable food item for the food pantry and get an extra raffle ticket. 4802 Farwell Street.
- 10am–2pm **State Farm - Jim Hartman** – Open House. Stop by for a slice of Jim's homemade lemon cheesecake! Pick up your 2020 calendar – many choices plus a nylon drawstring bag to carry your goodies! 5706 US Hwy 51.
- 10am–2pm **Stoughton Hospital** – Free Health Screenings – Stoughton Hospital booth in the Vendor Village located at the McFarland Municipice Center. Enter our drawing for Madison Capitols Hockey tickets. 5915 Milwaukee Street.
- 10am–2pm **Vendor Village** – Held at the McFarland Municipice Center. Check out local vendors and enter drawing to win many gift baskets. List of vendors on page 11. 5915 Milwaukee Street.
- 10am–3pm **McFarland Sparks 4-H Club** – Brat & Bake Sale in the Dale Center Parking lot, US Hwy 51 across from Edward Jones. Buy a brat to support McFarland 4-H club. Buy baked goods for your family and dog biscuits for your 4-legged friends to support McFarland's K-9 Unit.
- 10am–4pm **McFarland Historical Society – Larson House Museum** – The annual Very Victorian Christmas features lovely Christmas music on the grand piano, Christmas carols and a reading of "T'was the Night Before Christmas" at about 3:00pm. Holiday treats, gift baskets and plants for sale. Themed Christmas trees in nearly every room. Free tours and a special display of wedding gowns through the decades. 6003 Exchange Street.
- 10am–10pm **Culver's McFarland** – Please come visit us Dec. 7 and enjoy a \$1.00 Small Turtle Sundae! 4700 Farwell Street.
- 11am–1pm **Ferraro Real Estate Team** – Open House – Pictures with Santa. Holiday Cookies & Hot Chocolate Bar. Please bring a donation for Toys for Tots. 4810 Larson Beach Road.
- 11am–2pm **McFarland True Value Hardware** – Grilling Demo, weather permitting. Special deals on Weber, Green Egg and Kamado Joe Grills. Specials on Paint. 5210 Farwell Street.
- 11am–2pm **Rock N Rollz** – Stop in today to build and decorate a Gingerbread House. Enter to win a Holiday gift book \$30 gift certificate. 5208 Farwell Street.
- 11:30am–2:30pm **Infinity Martial Arts** – Winter Carnival – Play Games, Win Prizes! Enter to win a one month membership. 4801 Voges Road.
- Noon–2pm **Schraml Realty Group** – Open House – Stop in and enjoy some snacks and beverages. Enter our drawing to win a Ring Doorbell. 5164 Farwell Street.
- 1pm–3pm **The Little Gym of McFarland** – Drop by The Little Gym's Workshop to meet "The Elf on the Shelf" and explore the gym. Enter our drawings for 3-hour Winter Camps, and a FREE month of classes! 5120 Farwell Street.
- 1pm–3pm **FREE Horse Drawn Carriage Rides** by Karen's Karriages in the Dale Center parking lot on US Hwy 51. Sponsored by Cress Funeral & Cremation Service, McFarland Animal Hospital and Heartland Litho. Rides originating near the McFarland Animal Hospital.
- 4:30pm–5:30pm **Holiday Bonfire/Community Tree Lighting** – Arnold Larson Park (west side). Warm up by the fire while enjoying FREE hot cider or cocoa. Christmas Carols performed by the McFarland High School Choir and accompanied by *Solstice Brass* led by Quinn Leonard. Santa Claus will arrive by Fire Truck, courtesy of the McFarland Fire & Rescue Department. A special Thank You to the Village of McFarland Administration and the Public Works Department for storing, maintaining and hanging the community tree lights and holiday decorations throughout the Village of McFarland.
- 4:30–6pm **Tailgate with Santa – New this year** – In the gazebo at Arnold Larson Park. For \$6.00 enjoy a brat or hot dog, chips, fruit, dessert and water. Proceeds will support the McFarland Baseball and Softball programs.
- 5:00pm **Illuminated Fire Truck Parade** – Beginning at the Fire Station, the trucks will parade around our historic downtown area before arriving at the bonfire to drop off Santa and then will proceed back to the fire station. A huge Thank You to the McFarland Fire & Rescue Department volunteers who made this parade possible.



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
11/19	11/15/2019	75682	30	ALLIANT ENERGY/WP&L	MUNICIPAL CENTER	110819	1	100-51600-220-000	2,383.08
11/19	11/15/2019	75682	30	ALLIANT ENERGY/WP&L	LIBRARY	110819	2	205-55110-220-000	1,698.49
11/19	11/15/2019	75682	30	ALLIANT ENERGY/WP&L	WELL #4	110819	3	600-53716-220-000	1,357.67
Total 75682:									5,439.24
11/19	11/15/2019	75683	158	CHARTER COMMUNICATIONS	PW INTERNET	00262391101	1	100-53000-221-000	108.76
Total 75683:									108.76
11/19	11/15/2019	75684	16247	CITY TREASURER	STORM WATER CHARGE	71006-11071	1	605-53440-530-000	20.21
Total 75684:									20.21
11/19	11/15/2019	75685	1989	CORPORATE BUSINESS SYSTE	ADMIN COPIERS	25847356	1	100-51420-240-000	190.54
11/19	11/15/2019	75685	1989	CORPORATE BUSINESS SYSTE	PW COPIER	25886395	1	600-53710-310-000	31.12
11/19	11/15/2019	75685	1989	CORPORATE BUSINESS SYSTE	PW COPIER	25886395	2	600-53610-310-000	31.12
11/19	11/15/2019	75685	1989	CORPORATE BUSINESS SYSTE	PW COPIER	25886395	3	605-53440-310-000	31.12
Total 75685:									283.90
11/19	11/15/2019	75686	16257	CORPORATE BUSINESS SYSTE	PW COLOR COPY OVERAGES	268739	1	600-53710-310-000	59.15
11/19	11/15/2019	75686	16257	CORPORATE BUSINESS SYSTE	PW COLOR COPY OVERAGES	268739	2	600-53610-310-000	59.15
11/19	11/15/2019	75686	16257	CORPORATE BUSINESS SYSTE	PW COLOR COPY OVERAGES	268739	3	605-53440-310-000	59.15
11/19	11/15/2019	75686	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE	268752	1	205-55110-240-000	14.53
11/19	11/15/2019	75686	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE	268753	1	205-55110-240-000	121.91
Total 75686:									313.89
11/19	11/15/2019	75687	640	MGE	STREET LIGHT	11299443-11	1	100-53000-291-000	623.10
Total 75687:									623.10
11/19	11/15/2019	75688	748	PURCHASE POWER	METER LEASE	111019	1	100-51420-311-000	94.74

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75688:									94.74
11/19	11/22/2019	75689	30	ALLIANT ENERGY/WP&L	SOCCER BUILDING	111819	1	100-55200-220-000	68.89
11/19	11/22/2019	75689	30	ALLIANT ENERGY/WP&L	FLOOD LIGHT - 2860 HIDDEN FARM RD	111819	2	100-55200-220-000	27.75
11/19	11/22/2019	75689	30	ALLIANT ENERGY/WP&L	3234 CTY RD AB	111819	3	100-55200-220-000	17.85
Total 75689:									114.49
11/19	11/22/2019	75690	10	ARAMARK	MATS	1640922879	1	205-55110-242-000	41.65
11/19	11/22/2019	75690	10	ARAMARK	MATS	1640927592	1	205-55110-242-000	41.65
Total 75690:									83.30
11/19	11/22/2019	75691	17187	B&H PHOTO	VILLAGE BOARD TABLE UPGRADES	164133355	1	400-57140-825-101	233.28
Total 75691:									233.28
11/19	11/22/2019	75692	17141	BADGERLAND DISPOSAL	PORTABLE RESTROOM RENTALS	0000895802	1	100-55200-340-000	330.00
Total 75692:									330.00
11/19	11/22/2019	75693	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034914827	1	205-55110-344-000	450.79
11/19	11/22/2019	75693	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034918458	1	205-55110-344-000	1,052.36
11/19	11/22/2019	75693	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034922902	1	205-55110-344-000	587.95
11/19	11/22/2019	75693	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	5015833867	1	205-55110-344-000	77.46
Total 75693:									2,168.56
11/19	11/22/2019	75694	1264	BARNES INC	DROPOFF SITE	131919	1	605-53440-214-000	7,207.52
11/19	11/22/2019	75694	1264	BARNES INC	CURBSIDE CHIPPING - ZONE 1 & 2	131919	2	610-53620-214-000	14,109.97
Total 75694:									21,317.49
11/19	11/22/2019	75695	16285	BATTERIES & BULBS	MUNICIPAL EMERGENCY LIGHTS	P20913152	1	100-51600-242-000	30.69
11/19	11/22/2019	75695	16285	BATTERIES & BULBS	MUNICIPAL EMERGENCY LIGHTS	P20913152	2	600-53716-242-000	8.37
11/19	11/22/2019	75695	16285	BATTERIES & BULBS	MUNICIPAL EMERGENCY LIGHTS	P20913152	3	600-53616-242-000	8.37
11/19	11/22/2019	75695	16285	BATTERIES & BULBS	MUNICIPAL EMERGENCY LIGHTS	P20913152	4	605-53440-242-000	8.37

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75695:									55.80
11/19	11/22/2019	75696	1256	BOUND TREE MEDICAL, LLC	EMS MEDICAL SUPPLIES	83405327	1	100-52200-340-000	9.52
11/19	11/22/2019	75696	1256	BOUND TREE MEDICAL, LLC	EMS MEDICAL SUPPLIES	83405328	1	100-52200-340-000	345.98
11/19	11/22/2019	75696	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83411113	1	100-52200-340-000	66.21
Total 75696:									421.71
11/19	11/22/2019	75697	115	BRANDT, BRETT	PLOWING MEAL	BB111119	1	100-53000-340-000	28.00
Total 75697:									28.00
11/19	11/22/2019	75698	2277	BRANDT, STEVE	PLOW MEALS	SB111119	1	100-53000-340-000	21.00
Total 75698:									21.00
11/19	11/22/2019	75699	17227	CARROT-TOP INDUSTRIES, INC	FLAG	44333900	1	100-52200-240-000	176.73
Total 75699:									176.73
11/19	11/22/2019	75700	172	CITY OF MADISON TREASURE	SIGNS	25372	1	100-53000-340-000	426.87
Total 75700:									426.87
11/19	11/22/2019	75701	194	CONCENTRA	CONCENTRA PHYSICAL	103075392	1	100-52200-210-000	214.50
Total 75701:									214.50
11/19	11/22/2019	75702	1989	CORPORATE BUSINESS SYSTE	COPIER LEASE	25894560	1	205-55110-240-000	142.30
Total 75702:									142.30
11/19	11/22/2019	75703	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - MCFARLAND	OCT2019	1	100-2435	1,832.00
11/19	11/22/2019	75703	16296	DANE CO DEPT OF HUMAN SV	MEALSITE DONATION - CAMBRIDGE	OCT2019	2	100-2435	633.50
Total 75703:									2,465.50
11/19	11/22/2019	75704	234	DANE CO EMERGENCY MGMT	HAZ MAT CONTRACT	111419	1	100-52200-320-000	214.29

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75704:									214.29
11/19	11/22/2019	75705	16378	DANE COUNTY REGISTER OF	ANNEXATION RECORDING FEE	112119-ORD	1	100-51420-310-000	30.00
Total 75705:									30.00
11/19	11/22/2019	75706	281	DIGGERS HOTLINE INC	WATER LOCATES	191 0 37601	1	600-53710-210-000	426.10
11/19	11/22/2019	75706	281	DIGGERS HOTLINE INC	SEWER LOCATES	191 0 37601	2	600-53610-210-000	426.10
Total 75706:									852.20
11/19	11/22/2019	75707	338	ENGELHART INC	PARK SUPPLIES	10763356	1	100-55200-340-000	1,049.41
11/19	11/22/2019	75707	338	ENGELHART INC	MOTO MIX	1688671	1	100-52200-341-000	28.76
Total 75707:									1,078.17
11/19	11/22/2019	75708	1200	EZ OFFICE PRODUCTS	COPY PAPER	458608-0	1	100-51420-310-000	46.57
11/19	11/22/2019	75708	1200	EZ OFFICE PRODUCTS	COPY PAPER	458608-0	2	600-53610-211-000	19.61
11/19	11/22/2019	75708	1200	EZ OFFICE PRODUCTS	COPY PAPER	458608-0	3	600-53710-211-000	19.61
11/19	11/22/2019	75708	1200	EZ OFFICE PRODUCTS	COPY PAPER	458608-0	4	605-53440-211-000	9.81
11/19	11/22/2019	75708	1200	EZ OFFICE PRODUCTS	COPY PAPER	458608-0	5	610-53620-211-000	2.45
Total 75708:									98.05
11/19	11/22/2019	75709	395	GENERAL COMMUNICATIONS I	GENERAL COMM 1	276102	1	400-57220-812-104	5,253.06
11/19	11/22/2019	75709	395	GENERAL COMMUNICATIONS I	GENERAL COMM 2	276103	1	400-57220-812-104	4,318.51
Total 75709:									9,571.57
11/19	11/22/2019	75710	16966	GOVOFFICE LLC	WEBSITE MGMT SYSTEM	INV9232	1	200-55600-211-000	3,280.00
Total 75710:									3,280.00
11/19	11/22/2019	75711	408	GRAINGER INC	EMS - CONNECTOR	9223165615	1	100-52200-241-000	1.98-
11/19	11/22/2019	75711	408	GRAINGER INC	POWER FLANGED INLET	9223165623	1	100-52200-241-000	1.59-
11/19	11/22/2019	75711	408	GRAINGER INC	PW DOOR CLOSURE	9354880511	1	100-53000-242-000	18.31
11/19	11/22/2019	75711	408	GRAINGER INC	PW DOOR CLOSURE	9354880511	2	600-53716-242-000	4.99
11/19	11/22/2019	75711	408	GRAINGER INC	PW DOOR CLOSURE	9354880511	3	600-53616-242-000	4.99

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
11/19	11/22/2019	75711	408	GRAINGER INC	PW DOOR CLOSURE	9354880511	4	605-53440-242-000	4.99
Total 75711:									29.71
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	WIPER BLADES	1123002	1	605-53440-241-000	1.08
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	WIPER BLADES	1123002	2	600-53616-241-000	1.08
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	WIPER BLADES	1123002	3	600-53718-241-000	1.08
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	WIPER BLADES	1123002	4	100-53000-241-000	3.96
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1123462	1	100-53000-340-000	35.70
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1123462	2	600-53716-340-000	9.74
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1123462	3	600-53616-340-000	9.74
11/19	11/22/2019	75712	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1123462	4	605-53440-340-000	9.72
Total 75712:									72.10
11/19	11/22/2019	75713	452	HYDRITE CHEMICAL	WATER CHEMICALS	02298717	1	600-53717-340-000	125.85-
11/19	11/22/2019	75713	452	HYDRITE CHEMICAL	CHEMICALS WATER	02302512	1	600-53717-340-000	380.25
11/19	11/22/2019	75713	452	HYDRITE CHEMICAL	WATER CHEMICALS	02304420	1	600-53717-340-000	380.25
Total 75713:									634.65
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	COURT	18714	1	100-51200-210-000	82.21
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	GEN ADMIN	18714	2	100-51450-210-000	328.86
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	POLICE	18714	3	100-52100-210-000	845.47
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	FIRE/EMS	18714	4	100-52200-240-000	360.38
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	OUTREACH	18714	5	100-54600-210-000	109.71
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	COMM DEV	18714	6	100-52400-210-000	82.21
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	PUBLIC WORKS	18714	7	100-53000-210-000	112.10
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	WATER	18714	8	600-53710-210-000	44.79
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	SEWER	18714	9	600-53610-210-000	44.79
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	STORMWATER	18714	10	605-53440-310-000	44.68
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	EM MGT	18714	11	100-52500-221-000	27.40
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	FAMILY FESTIVAL	18714	12	100-51450-210-000	27.40
11/19	11/22/2019	75714	16783	INFORMATION TECHNOLOGY P	SERVER AND BACK UP	18714	13	100-51450-210-000	4,587.60
Total 75714:									6,697.60
11/19	11/22/2019	75715	476	JEFFERSON FIRE & SAFETY IN	AMBULANCE	PB000072	1	400-57220-812-104	227,435.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75715:									227,435.50
11/19	11/22/2019	75716	2248	KELLN, JACK	PLOW MEALS	JK111119	1	100-53000-340-000	28.00
Total 75716:									28.00
11/19	11/22/2019	75717	17225	KREY, LINDSEY	PLOW MEALS	LK110719	1	100-53000-340-000	13.58
Total 75717:									13.58
11/19	11/22/2019	75718	2121	LAKESIDE INTERNATIONAL LLC	SHOP SUPPLIES	8187814P	1	100-53000-340-000	44.17
11/19	11/22/2019	75718	2121	LAKESIDE INTERNATIONAL LLC	SHOP SUPPLIES	8187814P	2	600-53716-340-000	12.05
11/19	11/22/2019	75718	2121	LAKESIDE INTERNATIONAL LLC	SHOP SUPPLIES	8187814P	3	600-53616-340-000	12.04
11/19	11/22/2019	75718	2121	LAKESIDE INTERNATIONAL LLC	SHOP SUPPLIES	8187814P	4	605-53440-340-000	12.04
Total 75718:									80.30
11/19	11/22/2019	75719	17226	LARSON, SAYER	PLOW MEALS	SL111119	1	100-53000-340-000	28.00
Total 75719:									28.00
11/19	11/22/2019	75720	538	LAWSON PRODUCTS INC	SHOP SUPPLIES	9307134513	1	605-53440-340-000	37.81
11/19	11/22/2019	75720	538	LAWSON PRODUCTS INC	SHOP SUPPLIES	9307134513	2	600-53616-340-000	37.81
11/19	11/22/2019	75720	538	LAWSON PRODUCTS INC	SHOP SUPPLIES	9307134513	3	600-53716-340-000	37.81
11/19	11/22/2019	75720	538	LAWSON PRODUCTS INC	SHOP SUPPLIES	9307134513	4	100-53000-340-000	138.66
Total 75720:									252.09
11/19	11/22/2019	75721	765	LEGAL SHIELD	LEGAL SHIELD	111519	1	100-2156	274.15
Total 75721:									274.15
11/19	11/22/2019	75722	16712	LIFE-ASSIST, INC	EMS MEDICAL SUPPLIES	955508	1	100-52200-340-000	121.52
Total 75722:									121.52
11/19	11/22/2019	75723	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-89816	1	605-53440-241-000	16.59
11/19	11/22/2019	75723	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-89816	2	600-53616-241-000	16.59

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
11/19	11/22/2019	75723	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-89816	3	600-53718-241-000	16.59
11/19	11/22/2019	75723	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-89816	4	100-53000-241-000	60.83
Total 75723:									110.60
11/19	11/22/2019	75724	1759	MANDT SANDFILL TRUCKING	WATER MAIN REPAIRS	48780	1	600-53718-822-101	480.47
11/19	11/22/2019	75724	1759	MANDT SANDFILL TRUCKING	STREET SWEEPINGS	48984	1	605-53440-210-000	165.00
11/19	11/22/2019	75724	1759	MANDT SANDFILL TRUCKING	STREET SWEEPINGS	49151	1	605-53440-210-000	110.00
Total 75724:									755.47
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	SENIOR OUTREACH	95094-10311	1	100-54600-391-000	32.82
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	2	100-51600-242-000	4.51
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	3	100-53000-241-000	14.33
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	4	100-53000-340-000	149.53
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	5	100-55200-340-000	243.10
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	6	600-53616-241-000	3.91
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	7	600-53616-242-000	3.72
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	8	600-53616-340-000	40.80
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	9	600-53716-242-000	1.22
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	10	600-53716-340-000	40.80
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	11	600-53718-241-000	3.91
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	12	600-53718-340-000	59.80
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	13	605-53440-241-000	3.92
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	14	605-53440-242-000	1.24
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-10311	15	605-53440-340-000	40.80
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	PD - CROSSING GUARDS	95094-10311	16	100-52100-340-000	43.15
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	ANCHORS	95094-10311	17	100-52200-310-000	1.61
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	CHAIRS - OPEN HOUSE	95094-10311	18	100-52200-391-000	385.00
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	BATTERIES	95094-10311	19	100-52200-240-000	21.58
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	BATTERIES	95094-10311	20	100-52200-240-000	16.99
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	KEYTAG	95094-10311	21	100-52200-390-000	8.99
11/19	11/22/2019	75725	618	MCFARLAND TRUE VALUE	LOCKSET	95094-10311	22	100-52200-390-000	9.89
Total 75725:									1,131.62
11/19	11/22/2019	75726	1941	MIDWEST TRAILER SALES	TRUCK PARTS	1101191-00	1	100-52200-241-000	363.67

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75726:									363.67
11/19	11/22/2019	75727	2185	MSA PROFESSIONAL SERVICE	COMMUNITY PARK ANNEXATION	R09361013.0	1	100-55200-210-000	3,500.00
Total 75727:									3,500.00
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689061	1	605-53440-241-000	15.16
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689061	2	600-53616-241-000	15.16
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689061	3	600-53718-241-000	15.17
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689061	4	100-53000-241-000	55.61
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689404	1	605-53440-241-000	.79
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689404	2	600-53616-241-000	.79
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689404	3	600-53718-241-000	.79
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	689404	4	100-53000-241-000	2.90
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	SHOP TOOL	689507	1	100-53000-340-000	54.99
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	SHOP TOOL	689507	2	600-53716-340-000	15.00
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	SHOP TOOL	689507	3	600-53616-340-000	15.00
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	SHOP TOOL	689507	4	605-53440-340-000	15.00
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690556	1	100-53000-241-000	8.05
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690556	2	600-53718-241-000	2.19
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690556	3	600-53616-241-000	2.19
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690556	4	605-53440-241-000	2.19
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690983	1	100-53000-241-000	56.55
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690983	2	600-53718-241-000	15.42
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690983	3	600-53616-241-000	15.42
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	VEHICLE PARTS	690983	4	605-53440-241-000	15.42
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	POLICE ATV	690984	1	100-52100-241-000	23.66
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	CREDIT FOR ITEM PURCHASED ON INV 663	691078	1	100-53000-241-000	54.79-
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	CREDIT FOR ITEM PURCHASED ON INV 663	691078	2	600-53718-241-000	14.94-
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	CREDIT FOR ITEM PURCHASED ON INV 663	691078	3	600-53616-241-000	14.94-
11/19	11/22/2019	75728	1896	NAPA AUTO PARTS	CREDIT FOR ITEM PURCHASED ON INV 663	691078	4	605-53440-241-000	14.94-
Total 75728:									247.84
11/19	11/22/2019	75729	16691	NEPPLE, SAM	SUPPLIES FOR RECRUITMENT OPEN HOUS	SN110319	1	100-52200-330-000	37.06
Total 75729:									37.06

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
11/19	11/22/2019	75730	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	557336	1	605-53440-241-000	5.84
11/19	11/22/2019	75730	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	557336	2	600-53616-241-000	5.84
11/19	11/22/2019	75730	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	557336	3	600-53718-241-000	5.84
11/19	11/22/2019	75730	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	557336	4	100-53000-241-000	21.44
Total 75730:									38.96
11/19	11/22/2019	75731	17096	PETERSON, SYDNEY	THERMAL WORK SHIRT-PETERSON	SP110219	1	100-52100-142-000	29.90
Total 75731:									29.90
11/19	11/22/2019	75732	756	POMP'S TIRE SERVICE INC	2015 AMBULANCE ALINGMENT	80202727	1	100-52200-241-000	125.00
Total 75732:									125.00
11/19	11/22/2019	75733	16398	POSPYHALLA, DAVID	PLOW MEALS	DP110619	1	100-53000-340-000	14.00
Total 75733:									14.00
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	438538	1	605-53440-210-000	5.85
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	438538	2	600-53610-210-000	5.85
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	438538	3	600-53710-210-000	5.85
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	438538	4	100-53000-340-000	21.45
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	438539	1	100-51600-340-000	25.30
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	438539	2	600-53710-210-000	6.90
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	438539	3	600-53610-210-000	6.90
11/19	11/22/2019	75734	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	438539	4	605-53440-210-000	6.90
Total 75734:									85.00
11/19	11/22/2019	75735	775	PUBLIC SERVICE COMM OF WI	PSC ASSESSMENT	1910-I-03490	1	600-53710-210-000	104.90
Total 75735:									104.90
11/19	11/22/2019	75736	802	RENNERT'S FIRE EQUIP SRV IN	E1 REPAIRS	41532	1	100-52200-241-000	669.49
Total 75736:									669.49
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	GENERAL LEGAL	65167	1	100-51300-210-101	5,099.84

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11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	PROSECUTIONS	65167	2	100-51300-210-102	1,572.00
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	LAKESTONE FARWELL DEVELOPMENT	65172	1	100-2640	1,972.10
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	PARK VIEW ESTATES ESCROW	65175	1	100-2640	405.00
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	GENERAL LEGAL	65180	1	100-51300-210-101	6,678.00
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	PROSECUTIONS	65182	1	100-51300-210-102	16.20
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	LEGAL - WATER SERVICE	65183	1	600-53710-210-000	128.00
11/19	11/22/2019	75737	16829	REUTER, WHITISH & EVANS, S.	PROSECUTIONS	65186	1	100-51300-210-102	1,936.55
Total 75737:									17,807.69
11/19	11/22/2019	75738	9137	RICOH USA INC	RICOH COPIER EXTRA	5057948397	1	100-52100-240-000	17.02
Total 75738:									17.02
11/19	11/22/2019	75739	818	ROTO ROOTER SEWER SERVI	SEWERLINE TELEWISE	190240	1	600-53616-242-000	400.00
11/19	11/22/2019	75739	818	ROTO ROOTER SEWER SERVI	PARKS SEWER CLEANUP	191049	1	100-55200-242-000	142.85
Total 75739:									542.85
11/19	11/22/2019	75740	17223	SANGCHAN, KENDALL	OVERPAYMENT ON CITATION	111119	1	100-45110-000	21.00
Total 75740:									21.00
11/19	11/22/2019	75741	836	SCHILLING SUPPLY COMPANY	BATHROOM SUPPLIES	745115-00	1	205-55110-340-000	586.55
Total 75741:									586.55
11/19	11/22/2019	75742	837	SCHMIDT'S AUTO INC	TOWING	531713	1	100-52200-241-000	626.00
Total 75742:									626.00
11/19	11/22/2019	75743	16577	SRB'S TREES INC	STREET TREES	7599	1	100-55200-210-000	2,257.50
Total 75743:									2,257.50
11/19	11/22/2019	75744	17188	SSM HEALTH MEDICAL GROUP	SSM HEALTH PHYSICALS	2610238	1	100-52200-210-000	26.00
Total 75744:									26.00

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11/19	11/22/2019	75745	16361	STAR SUPPLY	HOLIDAY TREES W/ ORNAMENTS	5434	1	100-54600-390-000	246.40
Total 75745:									246.40
11/19	11/22/2019	75746	2042	THOMSON REUTERS	WEST INFORMATION CHARGES	841252911	1	100-52100-210-000	167.08
Total 75746:									167.08
11/19	11/22/2019	75747	16993	TIMBERLINE GENERAL CONTR	GANNON PROPERTY EXPENSES	920	1	315-56700-242-000	115.00
Total 75747:									115.00
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	2019 LOWER YAHARA TRAIL - MC142	20870	1	400-57620-827-116	587.88
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	WINSLAMB MODEL UPDATES - MC145	20871	1	605-53440-211-000	1,000.00
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	2019 STREET/WATERMAIN IMP - MC148	20872	1	400-57310-821-000	25,179.65
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	2019 GIS SUPPORT	20873	1	100-52400-211-000	2,377.95
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	4703 TERMINAL (EZRA) REVIEW - MC152	20874	1	100-2640	803.50
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	4719 FARWELL ST RE-DEVELOPMENT - MC1	20875	1	100-2640	387.75
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	ELVEHJEM ROAD PATH IMPROVEMENTS - M	20876	1	400-57310-211-000	667.50
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	INFLOW/INFILTRATION STUDY SEWER	20877	1	600-53610-211-000	481.25
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	CONSULTING SERVICES	20878	1	100-53000-211-000	1,678.80
11/19	11/22/2019	75748	958	TOWN & COUNTRY ENGINEER	STORMWATER CONSULTING	20880	1	605-53440-211-000	516.25
Total 75748:									33,680.53
11/19	11/22/2019	75749	1704	UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY	560510	1	205-55110-210-000	35.80
Total 75749:									35.80
11/19	11/22/2019	75750	2270	UNITY POINT HEALTH	BLOODWORK	110519	1	100-52100-210-000	71.30
Total 75750:									71.30
11/19	11/22/2019	75751	1005	VANNGUARD UTILITY PARTNER	LOCATES	7911	1	100-53000-291-000	33.00
Total 75751:									33.00
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	PW SHOP	S003112303.	1	100-53000-340-000	33.33
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	PW SHOP	S003112303.	2	600-53716-340-000	9.09

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11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	PW SHOP	S003112303.	3	600-53616-340-000	9.09
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	PW SHOP	S003112303.	4	605-53440-340-000	9.09
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003116827.	1	600-53716-242-000	7.29
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003116827.	2	600-53616-242-000	7.29
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003116827.	3	605-53440-242-000	7.29
11/19	11/22/2019	75752	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003116827.	4	100-51600-242-000	26.75
Total 75752:									109.22
11/19	11/22/2019	75753	1709	VON BRIESEN & ROPER S.C.	LABOR & PERSONNEL	303521	1	100-51300-210-103	247.50
Total 75753:									247.50
11/19	11/22/2019	75754	16686	WARRENBURG, SPENCER	PLOWING MEALS	SW111119	1	100-53000-340-000	21.00
Total 75754:									21.00
11/19	11/22/2019	75755	16236	WEBER, MARK	PLOW MEALS	MW111119	1	100-53000-340-000	21.00
Total 75755:									21.00
11/19	11/22/2019	75756	1041	WERNER ELECTRIC SUPPLY C	LIGHTING SUPPLIES	S6008294.00	1	400-57220-825-103	44.17
Total 75756:									44.17
11/19	11/22/2019	75757	16241	WI DEPT OF JUSTICE	HIRING BACKGROUND CHECKS	L1373T-0930	1	100-51420-211-000	35.00
11/19	11/22/2019	75757	16241	WI DEPT OF JUSTICE	BACKGROUND CHECKS	L1373T-0930	2	100-51420-310-000	105.00
11/19	11/22/2019	75757	16241	WI DEPT OF JUSTICE	BACKGROUND CHECKS	L1373T-1031	1	100-51420-310-000	21.00
11/19	11/22/2019	75757	16241	WI DEPT OF JUSTICE	HIRING BACKGROUND CHECKS	L1373T-1031	2	100-51420-211-000	21.00
Total 75757:									182.00
11/19	11/22/2019	75758	16181	WiLS	DATABASE FEES	491627	1	205-55110-342-000	1,452.43
Total 75758:									1,452.43
11/19	11/22/2019	75759	16841	WRIGHT WORLD SPORTS	UNIFORMS	2110	1	100-52200-142-000	552.00
11/19	11/22/2019	75759	16841	WRIGHT WORLD SPORTS	UNIFORMS	2117	1	100-52200-142-000	2,032.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75759:									2,584.50
11/19	11/22/2019	75760	1910	ZURBUCHEN OIL INC	DYED DIESEL FUEL	239014	1	100-53000-341-000	805.26
Total 75760:									805.26
11/19	11/22/2019	75761	1452	JACOBSEN, NATE	UNIFORM ALLOWANCE-JACOBSEN	NJ110519	1	100-52100-142-000	168.76
Total 75761:									168.76
11/19	11/22/2019	75762	476	JEFFERSON FIRE & SAFETY IN	FIRE EXTINGUISHER MAINTENANCE	IN112305	1	100-52100-240-000	137.50
Total 75762:									137.50
11/19	11/22/2019	75763	1941	MIDWEST TRAILER SALES	WASHER FLUID	1101309-00	1	100-52100-241-000	19.20
Total 75763:									19.20
11/19	11/22/2019	75764	1896	NAPA AUTO PARTS	FILTERS FOR SQUADS	692724	1	100-52100-241-000	45.44
Total 75764:									45.44
11/19	11/22/2019	75765	903	STATZ, JACKIE	STATZ-UNIFORM ALLOW	JS111519	1	100-52100-142-000	580.24
Total 75765:									580.24
11/19	11/22/2019	75766	2203	WATCH GUARD	SOFTWARE MAINTENANCE & WARRANTY M	WARINV003	1	100-52100-210-000	5,225.00
Total 75766:									5,225.00
11/19	11/22/2019	75767	16489	ZIETSMA, JOEL	MEALS	JZ111419	1	100-52100-331-000	28.00
Total 75767:									28.00
11/19	11/22/2019	75768	16965	CITY OF MADISON	INTERCEPT PAYMENT	112119	1	100-46230-000	375.29
Total 75768:									375.29

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
11/19	11/22/2019	75769	1146	ENGRAVING & TROPHY SPECIA	ACCOUNTABILITY	59599	1	100-52200-340-000	25.50
Total 75769:									25.50
11/19	11/22/2019	75770	476	JEFFERSON FIRE & SAFETY IN	EQUIPMENT MAINTENANCE	IN112402	1	100-52200-240-000	216.90
Total 75770:									216.90
11/19	11/22/2019	75771	2082	NASSCO INC	CLEANING SUPPLIES	S2547155.00	1	100-51600-242-000	134.00
Total 75771:									134.00
Grand Totals:									361,744.99

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-2120	58.36	59,682.54-	59,624.18-
100-2156	274.15	.00	274.15
100-2435	2,465.50	.00	2,465.50
100-2640	3,568.35	.00	3,568.35
100-45110-000	21.00	.00	21.00
100-46230-000	375.29	.00	375.29
100-51200-210-000	82.21	.00	82.21
100-51300-210-101	11,777.84	.00	11,777.84
100-51300-210-102	3,524.75	.00	3,524.75
100-51300-210-103	247.50	.00	247.50
100-51420-211-000	56.00	.00	56.00
100-51420-240-000	190.54	.00	190.54
100-51420-310-000	202.57	.00	202.57
100-51420-311-000	94.74	.00	94.74
100-51450-210-000	4,943.86	.00	4,943.86
100-51600-220-000	2,383.08	.00	2,383.08
100-51600-242-000	195.95	.00	195.95
100-51600-340-000	25.30	.00	25.30
100-52100-142-000	778.90	.00	778.90

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-52100-210-000	6,308.85	.00	6,308.85
100-52100-240-000	154.52	.00	154.52
100-52100-241-000	88.30	.00	88.30
100-52100-331-000	28.00	.00	28.00
100-52100-340-000	43.15	.00	43.15
100-52200-142-000	2,584.50	.00	2,584.50
100-52200-210-000	240.50	.00	240.50
100-52200-240-000	792.58	.00	792.58
100-52200-241-000	1,784.16	3.57-	1,780.59
100-52200-310-000	1.61	.00	1.61
100-52200-320-000	214.29	.00	214.29
100-52200-330-000	37.06	.00	37.06
100-52200-340-000	568.73	.00	568.73
100-52200-341-000	28.76	.00	28.76
100-52200-390-000	18.88	.00	18.88
100-52200-391-000	385.00	.00	385.00
100-52400-210-000	82.21	.00	82.21
100-52400-211-000	2,377.95	.00	2,377.95
100-52500-221-000	27.40	.00	27.40
100-53000-210-000	112.10	.00	112.10
100-53000-211-000	1,678.80	.00	1,678.80
100-53000-221-000	108.76	.00	108.76
100-53000-241-000	223.67	54.79-	168.88
100-53000-242-000	18.31	.00	18.31
100-53000-291-000	656.10	.00	656.10
100-53000-340-000	1,079.28	.00	1,079.28
100-53000-341-000	805.26	.00	805.26
100-54600-210-000	109.71	.00	109.71
100-54600-390-000	246.40	.00	246.40
100-54600-391-000	32.82	.00	32.82
100-55200-210-000	5,757.50	.00	5,757.50
100-55200-220-000	114.49	.00	114.49
100-55200-242-000	142.85	.00	142.85
100-55200-340-000	1,622.51	.00	1,622.51
200-2120	.00	3,280.00-	3,280.00-
200-55600-211-000	3,280.00	.00	3,280.00
205-2120	.00	6,303.87-	6,303.87-
205-55110-210-000	35.80	.00	35.80
205-55110-220-000	1,698.49	.00	1,698.49
205-55110-240-000	278.74	.00	278.74

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
205-55110-242-000	83.30	.00	83.30
205-55110-340-000	586.55	.00	586.55
205-55110-342-000	1,452.43	.00	1,452.43
205-55110-344-000	2,168.56	.00	2,168.56
315-2120	.00	115.00-	115.00-
315-56700-242-000	115.00	.00	115.00
400-2120	.00	263,719.55-	263,719.55-
400-57140-825-101	233.28	.00	233.28
400-57220-812-104	237,007.07	.00	237,007.07
400-57220-825-103	44.17	.00	44.17
400-57310-211-000	667.50	.00	667.50
400-57310-821-000	25,179.65	.00	25,179.65
400-57620-827-116	587.88	.00	587.88
600-2120	155.73	5,376.81-	5,221.08-
600-53610-210-000	483.64	.00	483.64
600-53610-211-000	500.86	.00	500.86
600-53610-310-000	90.27	.00	90.27
600-53616-241-000	60.98	14.94-	46.04
600-53616-242-000	424.37	.00	424.37
600-53616-340-000	124.48	.00	124.48
600-53710-210-000	716.54	.00	716.54
600-53710-211-000	19.61	.00	19.61
600-53710-310-000	90.27	.00	90.27
600-53716-220-000	1,357.67	.00	1,357.67
600-53716-242-000	21.87	.00	21.87
600-53716-340-000	124.49	.00	124.49
600-53717-340-000	760.50	125.85-	634.65
600-53718-241-000	60.99	14.94-	46.05
600-53718-340-000	59.80	.00	59.80
600-53718-822-101	480.47	.00	480.47
605-2120	14.94	9,383.83-	9,368.89-
605-53440-210-000	287.75	.00	287.75
605-53440-211-000	1,526.06	.00	1,526.06
605-53440-214-000	7,207.52	.00	7,207.52
605-53440-241-000	60.99	14.94-	46.05
605-53440-242-000	21.89	.00	21.89
605-53440-310-000	134.95	.00	134.95
605-53440-340-000	124.46	.00	124.46
605-53440-530-000	20.21	.00	20.21
610-2120	.00	14,112.42-	14,112.42-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
610-53620-211-000	2.45	.00	2.45
610-53620-214-000	14,109.97	.00	14,109.97
Grand Totals:	362,203.05	362,203.05-	.00

Report Criteria:
Report type: GL detail

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
11/09/2019	PC	11/15/2019	75679	KREY, LINDSEY	384	621.59
11/09/2019	CDPT	11/15/2019	75680	WI AFSCME COUNCIL 32	7	43.29
11/09/2019	CDPT	11/15/2019	75680	WI AFSCME COUNCIL 32	7	52.00
11/09/2019	CDPT	11/15/2019	75681	WI SCTF	5	207.69

PAYROLL RELATED

\$924.57

VILLAGE OF MCFARLAND

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Village Board will hold a **Public Hearing** on the proposed 2020 Budget at the *McFarland Municipal Center, 5915 Milwaukee Street, McFarland, WI 53558* **on Monday, November 25, 2019 at 7:00 pm**. All interested parties are invited to attend and comment on the budget. The Budget is available for viewing at the McFarland Municipal Center from 8:00 am to 4:30 pm, Monday through Friday or on the Village website at www.mcfarland.wi.us.

Detailed below are the summaries of revenues, expenses, and fund balances of all Village funds as is required for reporting purposes by Wisconsin State Statute 65.90.

Summary of General Fund

Revenues

Revenue Category	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Taxes	3,507,250	3,626,500	3,626,500	3,623,500	3,820,500	5.35%
Special Assessments	0	0	0	0	0	0.00%
Intergovernmental Rev	536,485	604,250	239,317	609,978	716,750	18.62%
Licenses and Permits	534,677	339,500	204,735	408,208	393,750	15.98%
Fines, Forf, and Penalties	94,986	89,000	62,047	119,952	102,000	14.61%
Public Charges for Services	420,499	416,250	156,442	407,840	435,000	4.50%
Intergovern Charges	318,147	326,750	135,559	327,250	364,250	11.48%
Miscellaneous Revenue	240,319	184,750	136,740	278,005	248,500	34.51%
Other Financing Sources	286,665	345,000	249,144	584,144	317,500	-7.97%
Total REVENUES	5,939,028	5,932,000	4,810,484	6,358,877	6,398,250	7.86%

Expenses

Expense Category	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
General Government	794,390	788,000	494,063	804,513	810,500	2.86%
Public Safety	3,315,837	3,390,000	1,556,837	3,217,745	3,665,750	8.13%
Public Works	908,897	943,000	437,746	973,671	1,022,000	8.38%
Health & Human Serv	217,709	241,750	106,048	213,296	253,250	4.76%
Culture, Rec, and Ed	277,087	356,500	97,288	208,563	410,750	15.22%
Conserve & Develop	212,605	212,750	106,349	494,490	236,000	10.93%
Debt Service		See Debt Service - Fund 300				
Capital Outlay		See Capital Projects - Fund 400				
Other Financing Uses	166,219	0	210,000	326,428	0	0.00%
Total EXPENDITURES	5,892,744	5,932,000	3,008,331	6,238,706	6,398,250	7.86%

General Fund (Actual)	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget
Fund Balance - Begin	2,883,066	-----	-----	2,929,348	2,804,769
Fund Balance - End	2,929,348	-----	-----	2,804,769	2,820,019

Fund Balance Policy Requirement	%	2018	2019
Minimum Threshold - Percent of Budget Exp	20%	1,186,400	1,279,650
Maximum Threshold - Percent of Budget Exp	25%	1,483,000	1,599,563

	2018 Actual	2019 Actual	2020 Budget	% Change vs. 2019
Property Tax Rates	\$7.09	\$ 6.77	\$ 6.49	-4.11%

OUTSTANDING DEBT ** - as of	12/31/2016	12/31/2017	12/31/2018	Difference vs. 2017	% Change vs. 2017
Governmental Activities	7,502,512	10,246,580	14,483,479	4,236,899	41.35%
Business Type Activities	3,765,048	4,201,126	3,601,371	-599,755	-14.28%
Total Outstanding Debt	11,267,560	14,447,706	18,084,850	3,637,144	25.17%

** Including interest expense

Dated this 14th day of November, 2019.

Cassandra Suettinger, Village Clerk/Treasurer
McFarland, Wisconsin

VILLAGE OF MCFARLAND

Summary of Other Governmental Funds

Comm/Tech Fund 200	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019	Debt Service Fund 300	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	138,176	143,000	50,210	128,514	156,000	9.09%	Total Revenue	1,675,592	1,610,750	1,437,839	1,667,042	1,707,500	6.01%
Taxes	37,500	24,500	24,500	24,500	24,500	0.00%	Taxes	1,332,500	1,414,750	1,414,750	1,414,750	1,449,500	2.46%
Other Revenue	100,676	118,500	25,710	104,014	131,500	10.97%	Other Revenue	343,092	196,000	23,089	252,292	258,000	31.63%
Total Expense	114,702	143,000	66,704	128,514	156,000	9.09%	Total Expense	1,420,676	1,610,750	166,468	1,646,755	1,707,500	6.01%
Fund Balance - Begin	66,795	-----	-----	90,270	87,441		Fund Balance - Begin	582,853	-----	-----	837,769	858,056	
Fund Balance - End	90,270	-----	-----	87,441	87,441		Fund Balance - End	837,769	-----	-----	858,056	645,056	
Minimum Fund Balance Requirement of 50% of Exp				71,500	78,000		The Debt Service Fund is not required to maintain a minimum level of reserves beyond any unexpected revenues collected from impact fees.						

Library Fund 205	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019	TID #3 Fund 305	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	776,897	843,750	837,070	846,562	904,000	7.14%	Total Revenue	842,407	1,046,000	886,340	961,799	1,873,250	79.09%
Taxes	500,000	544,500	544,500	544,500	575,750	5.74%	Taxes	821,442	837,000	871,381	871,381	902,000	7.77%
Other Revenue	276,897	299,250	292,570	302,062	328,250	9.69%	Other Revenue	20,965	209,000	14,959	90,418	971,250	364.71%
Total Expense	747,626	843,750	398,217	794,436	904,000	7.14%	Total Expense	1,070,587	1,046,000	56,501	593,959	1,873,250	79.09%
Fund Balance - Begin	128,507	-----	-----	157,778	209,904		Fund Balance - Begin	1,455,485	-----	-----	1,227,304	1,595,145	
Fund Balance - End	157,778	-----	-----	209,904	209,904		Fund Balance - End	1,227,304	-----	-----	1,595,145	791,395	
Minimum Fund Balance Requirement of 10% of Exp				79,444	90,400								

Youth Center Fund 210	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019	TID #4 Fund 310	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	81,000	82,000	33,588	122,000	81,000	-1.22%	Total Revenue	341,728	260,500	93,135	109,559	122,000	-53.17%
Taxes	25,750	25,750	25,750	25,750	25,000	-2.91%	Taxes	84,834	88,000	93,135	93,135	96,500	9.66%
Other Revenue	55,250	56,250	7,838	96,250	56,000	-0.44%	Other Revenue	256,894	172,500	0	16,424	25,500	-85.22%
Total Expense	80,500	82,000	40,250	81,500	81,000	-1.22%	Total Expense	286,209	260,500	14,088	109,559	122,000	-53.17%
Fund Balance - Begin	1,000	-----	-----	1,500	42,000		Fund Balance - Begin	(488,822)	-----	-----	(433,303)	(433,303)	
Fund Balance - End	1,500	-----	-----	42,000	1,750		Fund Balance - End	(433,303)	-----	-----	(433,303)	(381,803)	

Dated this 14th day of November, 2019.

Cassandra Suettinger, Village Clerk/Treasurer
McFarland, Wisconsin

VILLAGE OF MCFARLAND

Summary of Other Governmental Funds

TID #5 <i>Fund 315</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	950,283	30,500	25,221	115,000	321,250	953.28%
Taxes	0	0	0	0	17,250	0.00%
Other Revenue	950,283	30,500	25,221	115,000	304,000	896.72%
Total Expense	1,087,045	30,500	32,946	124,377	363,250	1090.98%
Fund Balance - Begin	0	-----	-----	(136,762)	(146,139)	
Fund Balance - End	(136,762)	-----	-----	(146,139)	(188,139)	

Stormwater <i>Fund 605</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	593,475	664,000	277,567	591,967	723,500	8.96%
Taxes	0	0	0	0	0	0.00%
Other Revenue	593,475	664,000	277,567	591,967	723,500	8.96%
Total Expense	413,466	664,000	173,576	564,078	723,500	8.96%
Cash & Equiv - Begin	1,021,552	-----	-----	1,076,266	1,104,155	
Cash & Equiv - End	1,076,266	-----	-----	1,104,155	980,655	

Capital Projects <i>Fund 400</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	6,282,449	6,661,000	583,593	4,088,250	6,225,750	-6.53%
Taxes	300,000	310,000	310,000	310,000	320,000	3.23%
Other Revenue	5,982,449	6,351,000	273,593	3,778,250	5,905,750	-7.01%
Total Expense	6,770,573	6,661,000	1,333,303	3,812,569	6,225,750	-6.53%
Fund Balance - Begin	1,924,155	-----	-----	1,436,031	630,712	
Fund Balance - End	1,436,031	-----	-----	630,712	72,962	

The Capital Projects Fund shall maintain reserves as of December 31 of each year sufficient to pay the cost of projects under construction but not yet finished.

Solid Waste <i>Fund 610</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	460,380	539,250	532,969	537,635	555,750	3.06%
Taxes	118,500	95,750	95,750	95,750	101,000	5.48%
Other Revenue	341,880	443,500	437,219	441,885	454,750	2.54%
Total Expense	438,062	539,250	212,427	457,462	555,750	3.06%
Fund Balance - Begin	122,806	-----	-----	145,125	225,298	
Fund Balance - End	145,125	-----	-----	225,298	225,298	

Minimum Fund Balance Requirement of 10% of Exp 45,746 55,575

Parks <i>Fund 405</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	221,728	348,750	120,274	216,000	690,000	97.85%
Taxes	0	0	0	0	0	0.00%
Other Revenue	221,728	348,750	120,274	216,000	690,000	97.85%
Total Expense	337,263	348,750	0	0	690,000	97.85%
Fund Balance - Begin	596,759	-----	-----	481,222	697,222	
Fund Balance - End	481,222	-----	-----	697,222	232,222	

Retiree <i>Fund 700</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	50,000	150,000	52,111	55,000	150,000	0.00%
Taxes	50,000	50,000	50,000	50,000	50,000	0.00%
Other Revenue	0	100,000	2,111	5,000	100,000	0.00%
Total Expense	118,886	150,000	(89)	48,098	150,000	0.00%
Fund Balance - Begin	201,204	-----	-----	132,318	139,220	
Fund Balance - End	132,318	-----	-----	139,220	44,220	

Utilities <i>Fund 600</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	2,580,031	3,187,000	1,185,627	3,209,380	3,346,250	5.00%
Taxes	0	0	0	0	0	0.00%
Other Revenue	2,580,031	3,187,000	1,185,627	3,209,380	3,346,250	5.00%
Total Expense	2,278,992	3,187,000	700,502	3,014,896	3,346,250	5.00%
Cash & Equivalent - Begin	4,453,662	-----	-----	3,619,672	3,754,906	
Cash & Equivalent - End	3,619,672	-----	-----	3,754,906	3,686,406	

Canine <i>Fund 800</i>	2018 Actual	2019 Budget	YTD 6/30/2019	2019 Projected	2020 Budget	% Change vs. 2019
Total Revenue	0	27,250	10,425	21,000	22,250	-18.35%
Taxes	0	0	0	0	0	0.00%
Other Revenue	0	27,250	10,425	21,000	22,250	-18.35%
Total Expense	0	27,250	2,214	21,000	22,250	-18.35%
Fund Balance - Begin	0	-----	-----	0	(1,000)	
Fund Balance - End	0	-----	-----	(1,000)	(3,250)	



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action on Ordinance 2019-24: an ordinance approving the budget for the year 2020 and establishing the 2019 payable in 2020 property tax levy for the Village of McFarland.

PREVIOUS ACTION:

June 25 - Retreat I

July 9 - Set 2020 Budget Review Process and Schedule

August 14 - Retreat II

September 23 - Draft 2020 Budget Transmittal to Village Board

October 10 - Review Meeting #1

October 14 - Review Meeting #2

October 15 - Public Utilities Committee Review

October 16 - Finance Committee Review

October 28 - Review Meeting #3

November 7 - Review Meeting #4

ISSUE SUMMARY:

Included within your packets is an ordinance to officially adopt the 2020 Budget following public hearing earlier in the meeting. This is the culmination of our work that began in July with the review beginning in September and final changes authorized in November. Each of the 15 funds that have been reviewed by the Village Board are included within the ordinance followed by a 16th section within the ordinance to summarize and establish the tax levy. The total levy for the Village in 2019 payable in 2020 is \$6,366,250 which is 4.51% higher than the previous year. Due to high net new construction (i.e. growth factor) in Assessed Value, the Village tax rate is projected to decrease to approximately \$6.49 per \$1,000 of value which is a reduction of 28 cents or 4.11% from the prior year in which the rate was set at \$6.77. This is the lowest tax rate the Village has had since 2012 and marks the third consecutive year of decline.

FINANCIAL/BUDGET IMPACT:

The median home value as of January 1st increased from \$264,200 in 2018 to \$275,000 in 2019. A home owner with a median value of \$275,000 in 2019 would expect to see a tax bill 0.19% lower than the previous year for Village services or a reduction of about \$3.38. While the total tax levy went up, increases in overall value of the Village allows for it to be spread



across a larger area and in turn keeps the tax rate down. The Village is about a third of the total bill in addition to the property tax levy from the School District, Dane County, and Madison Area Technical College. A draft summary of the final levy totals are included in the packet to provide some perspective as these numbers are finalized as well.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

With review complete and no further comments/questions, Staff recommends adoption of Ordinance 2019-24 in order to approve the 2020 Budget.

ATTACHMENTS:

1. 2019-24 Ordinance to Adopt 2020 Budget
2. 2020 Budget - Taxation Summary
3. 11.21.2019 - 2020 Budget Review Changes
4. 11.07.2019 - 2020 Budget Village Board Changes FINAL

ORDINANCE #2019-24

AN ORDINANCE APPROVING THE BUDGETS AND APPROPRIATING FUNDS FOR THE GENERAL, COMMUNICATIONS/TECHNOLOGY, LIBRARY, YOUTH CENTER, DEBT SERVICE, TID #3, TID #4, TID #5, CAPITAL PROJECTS, PARKS, UTILITIES, STORMWATER UTILITY, SOLID WASTE, RETIREE, AND CANINE FUNDS FOR THE YEAR 2020 BUDGET AND ESTABLISHING THE 2019 PAYABLE IN 2020 PROPERTY TAX LEVY FOR THE VILLAGE OF MCFARLAND, WISCONSIN

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

SECTION 1. – There is hereby appropriated out of the receipts of the Village of McFarland for the year 2020, including monies received from the general property tax levy, to the various purposes specified in the General Fund (100) budget presented herewith for the purposes therein stated, the following amounts:

General Government	\$810,500
Public Safety	\$3,665,750
Public Works	\$1,022,000
Health and Social Services	\$253,250
Culture and Recreation	\$410,750
Conservation and Development	\$236,000
Other Financing Uses	<u>\$0</u>
Total All Expenses	\$6,398,250
Property Tax Levy	\$3,820,500
Fund Balance Applied	\$25,000
Other Revenue	<u>\$2,552,750</u>
Total All Revenues	\$6,398,250

SECTION 2. – There is hereby appropriated out of the receipts of the Communications and Technology Fund (200) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$156,000
Property Tax Levy	\$24,500
Fund Balance Applied	\$0
Other Revenue	<u>\$131,500</u>
Total All Revenues	\$156,000

SECTION 3. - There is hereby appropriated out of the receipts of the Library Fund (205) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$904,000
Property Tax Levy	\$575,750
Fund Balance Applied	\$0
Other Revenue	<u>\$328,250</u>
Total All Revenue	\$904,000

SECTION 4. – There is hereby appropriated out of the receipts of the Youth Center Fund (210) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$81,000
Property Tax Levy	\$25,000
Fund Balance Applied	\$40,250
Other Revenue	<u>\$15,750</u>
Total All Revenues	\$81,000

SECTION 5. – There is hereby appropriated out of the receipts of the Debt Service Fund (300) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$1,707,500
Property Tax Levy	\$1,449,500
Fund Balance Applied	\$213,000
Other Revenues	<u>\$45,000</u>
Total All Revenue	\$1,707,500

SECTION 6. – There is hereby appropriated out of the receipts of the Tax Incremental District #3 Fund (305) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$1,873,250
Property Tax Levy	\$0
Property Tax Increment	\$902,000
Fund Balance Applied	\$803,750
Other Revenue	<u>\$167,500</u>
Total All Revenues	\$1,873,250

SECTION 7. – There is hereby appropriated out of the receipts of the Tax Incremental District #4 Fund (310) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$122,000
Property Tax Levy	\$0
Property Tax Increment	\$96,500
Fund Balance Applied	\$0
Other Revenue	<u>\$25,500</u>
Total All Revenues	\$122,000

SECTION 8. – There is hereby appropriated out of the receipts of the Tax Incremental District #5 Fund (315) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$363,250
Property Tax Levy	\$0
Property Tax Increment	\$17,250
Fund Balance Applied	\$0
Other Revenue	<u>\$304,000</u>
Total All Revenues	\$321,250

SECTION 9. – There is hereby appropriated out of the receipts of the Capital Projects Fund (400) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$6,099,250
Property Tax Levy	\$320,000
Fund Balance Applied	\$557,750
New Borrowings	\$3,873,500
Other Revenues	<u>\$1,348,000</u>
Total All Revenues	\$6,099,250

SECTION 10. – There is hereby appropriated out of the receipts of the Parks Fund (405) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$690,000
Property Tax Levy	\$0
Fund Balance Applied	\$465,000
Other Revenue	<u>\$225,000</u>
Total All Revenues	\$690,000

SECTION 11. – There is hereby appropriated out of the receipts of the Utilities Fund (600) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Sewer Service	\$1,406,500
Water Service	<u>\$1,949,750</u>
Total All Expenses	\$3,356,250
Special Assessments	\$150,000
Public Charges for Services	\$1,147,750
Miscellaneous	\$40,250
Other Financing Sources	<u>\$68,500</u>
Total Sewer Revenue	\$1,406,500
Special Assessments	\$130,000
Public Charges for Services	\$1,069,500
Miscellaneous	\$40,250
Other Financing Sources	<u>\$710,000</u>
Total Water Revenue	\$1,949,750
Total All Revenues	\$3,356,250

SECTION 12. – There is hereby appropriated out of the receipts of the Utilities Fund (605) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$723,500
Special Assessments	\$20,000
Licenses and Permits	\$30,250
Public Charges for Services	\$524,250
Intergovernmental	\$0
Miscellaneous	\$25,500
Other Financing Sources	<u>\$123,500</u>
Total All Revenues	\$723,500

SECTION 13. – There is hereby appropriated out of the receipts of the Solid Waste Fund (610) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$555,750
Property Tax Levy	\$101,000
User Charge (\$141.00 per Res. Parcel)	\$423,000
Fund Balance Applied	\$0
Other Revenue	<u>\$31,750</u>
Total All Revenues	\$555,750

SECTION 14. – There is hereby appropriated out of the receipts of the Retiree Fund (700) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$150,000
Property Tax Levy	\$50,000
Fund Balance Applied	\$95,000
Other Revenue	<u>\$5,000</u>
Total All Revenues	\$150,000

SECTION 15. – There is hereby appropriated out of the receipts of the Canine Fund (800) of the Village of McFarland for the year 2020, to the various purposes specified in the budget presented herewith for the purposes therein stated, the following amounts:

Total All Expenses	\$22,250
Property Tax Levy	\$0
Fund Balance Applied	\$2,250
Other Revenue	<u>\$20,000</u>
Total All Revenues	\$22,250

SECTION 16. – There is hereby levied a tax of \$6,366,250 upon all taxable property in the Village of McFarland as returned by the Assessor as of January 1, 2019 for the uses and purposes set forth in the 2020 Budget as follows:

General Fund (100)	\$3,820,500
Communications/Technology Fund (200)	\$24,500
Library Fund (205)	\$575,750
Youth Center Fund (210)	\$25,000
Debt Service Fund (300)	\$1,449,500
Tax Increment District #3 Fund (305)	\$0
Tax Increment District #4 Fund (310)	\$0
Tax Increment District #5 Fund (315)	\$0
Capital Projects Fund (400)	\$320,000
Parks Fund (405)	\$0
Utilities Fund (600)	\$0
Stormwater Utility Fund (605)	\$0
Solid Waste Fund (610)	\$101,000
Retiree Fund (700)	\$50,000
Canine Fund (800)	\$0
Total 2019 Tax Levy Payable 2020	\$6,366,250

SECTION 17. – The Village Clerk/Treasurer is hereby authorized and directed to spread the said tax upon the current tax roll of the Village of McFarland, Wisconsin.

SECTION 18. – This ordinance shall be in force and effect from and after its adoption.

The above and foregoing ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 25th day of November, 2019.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk/Treasurer

Ordinance #2019-24

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:

2020 Village of McFarland Budget

	'18 payable '19	'19 payable '20	% Change
Total Operating Expenditures	\$ 8,158,500	\$ 8,980,750	10.08%
Property Tax Levy for Village Services	\$ 6,091,750	\$ 6,366,250	4.51%
Assessed Valuation	\$ 942,877,508	\$ 1,023,417,995	8.54%
Assessed Valuation (excluding TID)	\$ 900,026,651	\$ 980,887,499	8.98%
Tax Rate	\$ 6.77	\$ 6.49	-4.11%

Example of Property Taxes On Median Home Value

	1/1/2018	1/1/2019
Median Home Value	\$ 264,200.00	\$ 275,000.00

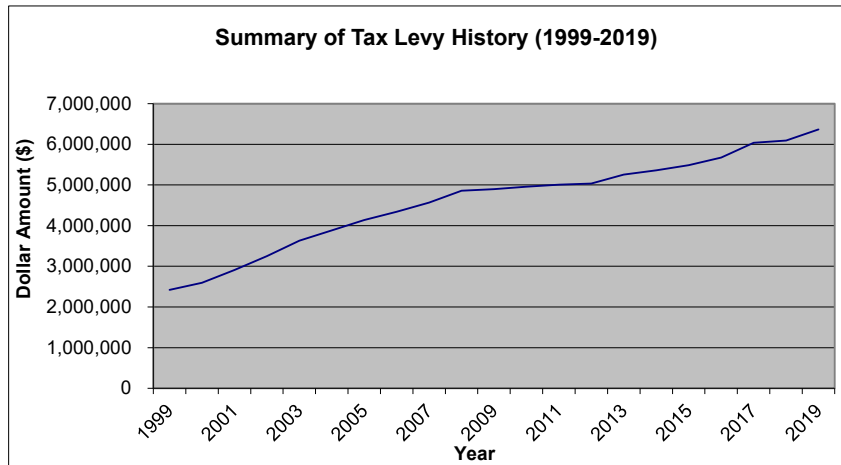
Taxing Jurisdiction	2018 Payable 2019	2019 Payable 2020	\$ Change	2020 % of Total
McFarland School District	\$ 3,142.01	\$ 3,170.95	\$ 28.94	57.49%
Village of McFarland	\$ 1,788.21	\$ 1,784.83	\$ (3.38)	32.36%
Dane County	\$ 778.01	\$ 822.09	\$ 44.08	14.90%
Madison Area Technical College	\$ 238.57	\$ 250.67	\$ 12.11	4.54%
State of Wisconsin	\$ -	\$ -	\$ -	0.00%
Minus School Property Tax Credit	\$ (506.96)	\$ (512.50)	\$ 5.54	-9.29%
Total	\$ 5,440	\$ 5,516	\$ 76.29	100.00%

* Jurisdiction levy plus portion of TID Levy as determined by State.

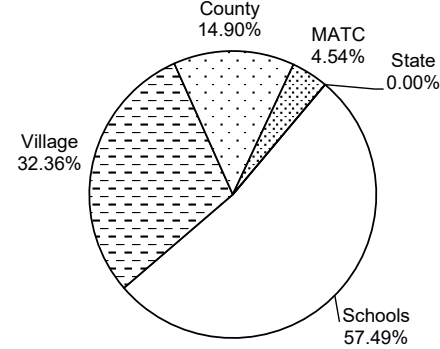
Where Your Property Taxes Go

Taxing Jurisdiction	2018 Levy Payable 2019	2019 Levy Payable 2020	% Change
McFarland School District	\$ 10,703,597.54	\$ 11,310,336.00	5.67%
Village of McFarland	\$ 6,091,750.00	\$ 6,366,250.00	4.51%
Dane County	\$ 2,650,364.70	\$ 2,932,274.51	10.64%
Madison Area Technical College	\$ 812,699.24	\$ 894,111.05	10.02%
State of Wisconsin	\$ -	\$ -	0.00%
Tax Increment Districts (#3 and #4)	\$ 964,516.07	\$ 932,352.28	-3.33%
Minus School Property Tax Credit *	\$ (1,809,226.28)	\$ (1,907,280.43)	5.42%
Total Property Tax Levy	\$ 19,413,701	\$ 20,528,043	5.74%

Overall Property Tax Rate \$ 20.59 \$ 20.06 -2.58%



Property Tax Breakdown by Jurisdiction



Summary of Tax Levy History (1999-2019)

	Population	Percent Change	Levy in Dollars	Percent Change	10-Year Average	5-Year Average
1999	6,199		2,420,404			
2000	6,416	3.50%	2,594,097	7.18%		
2001	6,540	1.93%	2,907,222	12.07%		
2002	6,682	2.17%	3,250,695	11.81%		
2003	6,919	3.55%	3,629,242	11.65%		
2004	7,051	1.91%	3,886,521	7.09%		9.96%
2005	7,179	1.82%	4,137,258	6.45%		9.81%
2006	7,289	1.53%	4,343,851	4.99%		8.40%
2007	7,336	0.64%	4,568,300	5.17%		7.07%
2008	7,359	0.31%	4,860,700	6.40%		6.02%
2009	7,368	0.12%	4,896,300	0.73%	7.35%	4.75%
2010	7,808	5.97%	4,957,000	1.24%	6.76%	3.71%
2011	7,818	0.13%	5,006,300	0.99%	5.65%	2.91%
2012	7,839	0.27%	5,034,743	0.57%	4.53%	1.99%
2013	7,876	0.47%	5,255,971	4.39%	3.80%	1.59%
2014	7,902	0.33%	5,358,054	1.94%	3.29%	1.83%
2015	7,946	0.56%	5,486,200	2.39%	2.88%	2.06%
2016	8,044	1.23%	5,672,559	3.40%	2.72%	2.54%
2017	8,200	1.94%	6,035,250	6.39%	2.85%	3.70%
2018	8,527	3.99%	6,091,750	0.94%	2.30%	3.01%
2019	8,700	2.03%	6,366,250	4.51%	2.68%	3.52%

2020 Budget Changes Since Distribution

Administrative Changes

Change Date	Change Number	Fund	Name	Type	Page	Dept	Line Item Description	Line Item Number	Old	New	Rev & (Exp)	New Levy Increase or (Decrease)	Change from Draft	New Rate
10/10/2019	1	100	General	Rev	46	Inter Rev	State - Highway Aid	43530-000	463,750	481,750	18,000	(18,000)	-0.28%	(0.02)
10/24/2019	1	100	General	Rev	75	Senior Outreach	County - Outreach Case Mgmt	47350-101	47,000	55,750	8,750	(26,750)	-0.42%	(0.03)
10/24/2019	1	100	General	Rev	75	Senior Outreach	County - Outreach Nutrition	47350-102	15,000	15,250	250	(27,000)	-0.42%	(0.03)
10/24/2019	1	100	General	Rev	75	Senior Outreach	Towns - Outreach Services	47350-103	52,250	43,500	(8,750)	(18,250)	-0.29%	(0.02)
10/10/2019	2	200	ComTec	Rev	85	Inter Rev	State - Cable Franchise Aid	43515-000	20,000	10,000	(10,000)	(8,250)	-0.13%	(0.01)
10/10/2019	2	200	ComTec	Rev	85	Licenses and Permits	Other Business Licenses	44120-000	110,000	120,000	10,000	(18,250)	-0.29%	(0.02)
11/07/2019	1	205	Library	Rev	95	Library	Library Fines	46710-000	5,000	7,250	2,250	(20,500)	-0.32%	(0.02)
10/24/2019	2	100	General	Exp	52	Municipal Court	Health Insurance	51200-130	2,750	6,750	(4,000)	(16,500)	-0.26%	(0.02)
10/24/2019	2	100	General	Exp	67	Fire and Rescue	Health Insurance	52200-130	106,500	117,250	(10,750)	(5,750)	-0.09%	(0.01)
11/21/2019	1	100	General	Exp	69	Comm Devel	Salaries	52400-110	141,750	90,250	51,500	(57,250)	-0.90%	(0.06)
10/28/2019	1	100	General	Exp	69	Comm Devel	Health Insurance	52400-130	22,750	30,500	(7,750)	(49,500)	-0.78%	(0.05)
11/21/2019	1	100	General	Exp	69	Comm Devel	Health Insurance	52400-130	30,500	17,750	12,750	(62,250)	-0.98%	(0.06)
11/21/2019	1	100	General	Exp	69	Comm Devel	Retirement	52400-131	9,750	6,250	3,500	(65,750)	-1.03%	(0.07)
11/21/2019	1	100	General	Exp	69	Comm Devel	Social Security/Medicare	52400-132	11,750	7,750	4,000	(69,750)	-1.09%	(0.07)
11/21/2019	1	100	General	Exp	69	Comm Devel	Other Employee Benefits	52400-135	500	250	250	(70,000)	-1.10%	(0.07)
11/21/2019	1	100	General	Exp	69	Comm Devel	Wage Adjustment	52400-140	3,500	2,500	1,000	(71,000)	-1.11%	(0.07)
11/21/2019	1	100	General	Exp	70	Comm Devel	Support Services	52400-210	2,000	75,000	(73,000)	2,000	0.03%	0.00
11/07/2019	2	100	General	Exp	70	Comm Devel	Miscellaneous	52400-390	500	3,500	(3,000)	5,000	0.08%	0.01
11/07/2019	3	100	General	Exp	74	Public Works	Facility Maintenance	53000-242	16,000	10,000	6,000	(1,000)	-0.02%	(0.00)
11/07/2019	4	100	General	Exp	74	Public Works	Miscellaneous		250	2,250	(2,000)	1,000	0.02%	0.00
11/07/2019	1	205	Library	Rev	99	Library	Support Services	55110-210	34,000	28,750	5,250	(4,250)	-0.07%	(0.00)
											4,250	6,366,250	-0.07%	6.49

Notes Regarding Administrative Changes

Changes made October 10, 2019:

- The State released the final payment information for General Transportation Aid in 2020 around October 1st. The Village realized a higher than expected share of these funds due in part to consistent local road investment, annexations, and county highway jurisdictional transfers.
- New in 2020 are payments for Franchise Fees from the State as aid for the 1% reduction they granted to the franchise fees cable providers pay. The State makes up that payment and released our estimate in early October. Overall, at least in 2020, we'll still expect to collect the same amount as before and is a balance between the two lines.

2020 Budget Changes Since Distribution

Administrative Changes

Notes Regarding Administrative Changes (continued)

Changes made October 24, 2019:

- 1 Dane County has updated its figures for 2020 Funding on Case Management and Nutrition. Both numbers were higher which in turn lowers the amount needed from the other Communities within the Focal Point. Further, the funding formula within the Focal Point was adjusted slightly to move the hours for the Volunteer Coordinator (who is a Case Manager) from Case Management to Specialized Services within the formula.
- 2 Changes to health insurance costs as made by employees through the State prescribed Open Enrollment period that generally runs in October of each year.

Changes made October 28, 2019:

- 1 Changes to health insurance costs as made by employees through the State prescribed Open Enrollment period that generally runs in October of each year. This is now final as the period to make changes ended on October 25, 2019.

Changes made November 7, 2019:

- 1 As part of the Village Board's review, the funding for revenue collected through fines was increased while still being a reduction from the prior year. The reduced anticipated revenue to be collected through fines is then offset by expenses within Support Services which is not needed at the previously thought higher level due to lower than expected cleaning costs.
- 2 Funds were added by the Village Board to use as seed money for a Community Art Program.
- 3 Funds were reduced by the Village Board to align better with actuals for the Facility and as a reflection of the large capital project planned in 2020.
- 4 Funds were added by the Village Board to provide increased oversight and inspection on the use of the yard waste drop site.

Changes made November 21, 2019:

- 1 Revisions were made to shift the expenses for Building Inspection services from a Personal Services expense category to Contractual Services. The change is cost neutral as the same amount reduced from wages and benefits was increased for contractual cost.

2020 Budget Changes Since Distribution

Original Submitted Budget Summary - September 23, 2019

	2019 Budget	2020 Budget	Difference vs. 2019	% Change vs. 2019
TOTAL ASSESSED VALUATION	942,877,508	1,023,552,695	80,675,187	8.56%
TID INCREMENT ASSESSED VALUATION	42,850,857	42,536,094	(314,763)	-0.73%
ASSESSED VALUATION MINUS TID INCREMENT	900,026,651	981,016,601	80,989,950	9.00%
MUNICIPAL PROPERTY TAX LEVY	6,091,750	6,370,500	278,750	4.58%
MUNICIPAL TAX RATE	6.77	6.49	(0.27)	-4.06%

1/1/2017 Median Home Value \$ 264,200 \$ 1,788.21

1/1/2018 Median Home Value \$ 275,000 \$ 1,785.79 \$ (2.43)

4.09% -0.14%

Amended Budget Summary following Village Board Review

	2019 Budget	2020 Budget	Change vs. 2019	% Change vs. 2019
TOTAL ASSESSED VALUATION	942,877,508	1,023,417,995	80,540,487	8.54%
TID INCREMENT ASSESSED VALUATION	42,850,857	42,530,496	(320,361)	-0.75%
ASSESSED VALUATION MINUS TID INCREMENT	900,026,651	980,887,499	80,860,848	8.98%
MUNICIPAL PROPERTY TAX LEVY	6,091,750	6,366,250	274,500	4.51%
MUNICIPAL TAX RATE	6.77	6.49	-0.28	-4.11%

1/1/2017 Median Home Value \$ 264,200 \$ 1,788.21

1/1/2018 Median Home Value \$ 275,000 \$ 1,784.83 \$ (3.38)

4.09% -0.19%

*** Final Statement of Assessment released by WisDOR on October 10, 2019 which now adds the final total for Manufacturing values to the value already set by the Village BOR. Staff's estimate in September was \$134,700 higher than the actual which does not equate to a material change in the tax rate.***

2020 Budget - Village Board Changes Review

i. General - Fund 100

Item	Elected Official	Fund	Name	Type	Page	Dept	Line Item Descp.	Line Item Number	Old	New	Describe Question and/or Nature of the Change Requested	Offsetting Changes to Rev/Exp to Account for Change
1	BC	100	General	Exp	70	Comm Devel	Meeting Expenses	52400-330	\$ 2,000	\$ 1,500	Reduction in line with 2019 Budget. Use TID \$ if more is needed.	Reduces tax levy by \$500.
1	BC	100	General	Exp	70	Comm Devel	Training Expenses	52400-331	\$ 2,500	\$ 2,000	Reduction in line with 2019 Budget. Use TID \$ if more is needed.	Reduces tax levy by \$500.
2	BC	100	General	Exp	70	Comm Devel	Misc.	52400-390	\$ 500	\$ 3,500	Seed money for Community Arts program.	Increases tax levy by \$3,000.
3	BC	100	General	Exp	74	Public Works	Facility Maint.	53000-242	\$ 16,000	\$ 10,000	Reduction in line with 2019 projected expenses.	Reduces tax levy by \$6,000.
4	BC	100	General	Exp	74	Public Works	Misc.	53000-390	\$ 250	\$ 2,250	Additional money for drop-off site enforcement.	Increases tax levy by \$2,000.
5	BC	100	General	Exp	78	Parks	Misc.	55200-390	\$ 750	\$ 2,750	Additional money for dog park enforcement.	Increases tax levy by \$2,000.

ii. Library - Fund 205

Item	Elected Official	Fund	Name	Type	Page	Dept	Line Item Descp.	Line Item Number	Old	New	Describe Question and/or Nature of the Change Requested	Offsetting Changes to Rev/Exp to Account for Change
1	BC	205	Library	Rev	95	Library	Library Fines	45190-000	\$ 5,000	\$ 7,250	Postpone Library fine elimination until 1/1/2021.	Reduces tax levy by \$2,250.
2	BC	205	Library	Exp	99	Library	Support Services	55110-210	\$ 34,000	\$ 28,750	Reduction in line with 2019 projected expenses.	Reduces tax levy by \$5,250.

2020 Budget - Village Board Changes Review

iv. Capital Projects - Fund 400

Item	Elected Official	Fund	Name	Type	Page	Dept	Line Item Descp.	Line Item Number	Old	New	Describe Question and/or Nature of the Change Requested	Offsetting Changes to Rev/Exp to Account for Change
1	BC	400	Capital	Exp	158	Police	Equipment - Acquisition	57210-811-101	\$ 22,000	\$ -	Use 2019 Budget surplus from Dept to cover exp.	Reduces borrowing by \$22,000.
1	BC	400	Capital	Exp	158	Police	Technology	57210-813-101	\$ 10,000	\$ -	Use 2019 Budget surplus from Dept to cover exp.	Reduces borrowing by \$10,000.
1	BC	400	Capital	Exp	160	Fire & Rescue	Equipment - Fire	57220-811-103	\$ 29,000	\$ -	Use 2019 Budget surplus from Dept to cover exp.	Reduces borrowing by \$29,000.
1	BC	400	Capital	Exp	160	Fire & Rescue	Equipment - EMS	57220-811-104	\$ 5,500	\$ -	Use 2019 Budget surplus from Dept to cover exp.	Reduces borrowing by \$5,500.
1	BC	400	Capital	Exp	160	Fire & Rescue	Technology	57220-813-101	\$ 269,000	\$ 234,500	Use 2019 Budget surplus from Dept to cover exp., equivalent of what's needed for Fire and EMS Equipment.	Reduces borrowing by \$34,500.
2	JA	400	Capital	Exp	168	Parks	Consultant Services	57620-211	\$ 110,000	\$ 10,000	Eliminate Aquatics Development. Apply all	Reduces borrowing by \$100,000.
2	JA	400	Capital	Exp	168	Parks	Park Development	57620-827-XXX	\$ -	\$ 100,000	funds to design and develop Special Needs park.	Increases borrowing by \$100,000.
3	BC	400	Capital	Exp	168	Parks	Consultant Services	57620-211	\$ 110,000	\$ 50,000	Monies for study of park projects as needed.	Reduces borrowing by \$60,000.

v. Utilities - Fund 600

Item	Elected Official	Fund	Name	Type	Page	Dept	Line Item Descp.	Line Item Number	Old	New	Describe Question and/or Nature of the Change Requested	Offsetting Changes to Rev/Exp to Account for Change
1	ML	600	Utilities	Exp	192	Water Service	Support Services	53710-210	\$ 40,000	\$ 50,000	Request is to provide funding for a conventional rate case with the PSC.	Increases expenses within water service by \$10,000.

Amended Budget Summary following Administrative Changes

As of Administrative Change Sheet Dated October 28, 2019

	2019 Budget	2020 Budget	Difference vs. 2019	% Change vs. 2019
TOTAL ASSESSED VALUATION	942,877,508	1,023,417,995	80,540,487	8.54%
TID INCREMENT ASSESSED VALUATION	42,850,857	42,530,496	(320,361)	-0.75%
ASSESSED VALUATION MINUS TID INCREMENT	900,026,651	980,887,499	80,860,848	8.98%
MUNICIPAL PROPERTY TAX LEVY	6,091,750	6,366,250	274,500	4.51%
MUNICIPAL TAX RATE	6.77	6.49	-0.28	-4.11%

1/1/2017 Median Home Value \$ 264,200 \$ 1,788.21

1/1/2018 Median Home Value \$ 275,000 \$ 1,784.83 \$ (3.38)

4.09% -0.19%

Amended Budget Summary following Village Board Changes

As of Village Board Change Sheet Submitted on November 7, 2019

	2019 Budget	2020 Budget	Difference vs. 2019	% Change vs. 2019
TOTAL ASSESSED VALUATION	942,877,508	1,023,417,995	80,540,487	8.54%
TID INCREMENT ASSESSED VALUATION	42,850,857	42,530,496	(320,361)	-0.75%
ASSESSED VALUATION MINUS TID INCREMENT	900,026,651	980,887,499	80,860,848	8.98%
MUNICIPAL PROPERTY TAX LEVY	6,091,750	6,357,750	266,000	4.37%
MUNICIPAL TAX RATE	6.77	6.48	-0.29	-4.24%

1/1/2017 Median Home Value \$ 264,200 \$ 1,788.21

1/1/2018 Median Home Value \$ 275,000 \$ 1,782.45 \$ (5.77)

4.09% -0.32%

Requested Changes Effect on Borrowed Money:

Increases	0
(Decreases)	(126,500)
Inc or Dec in Borrowing	(126,500)
New Est. Borrowing	3,747,000

Changes Effect on Property Tax Levy:

General Fund	(8,500)
Capital Projects Fund	0
New Levy Increase or (Decrease)	(8,500)



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Community Development

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

AGENDA ITEM: Discussion and action to approve an offer to purchase with MSP Real Estate Inc. for the property located at 4900 Larson Beach Road.

PREVIOUS ACTION:

Initial approval to extend an offer to purchased was provided at the meeting on August 26, 2019.

Final approval to purchase the property was provided at the meeting on September 9, 2019.

ISSUE SUMMARY:

The Village purchased the property at 4900 Larson Beach Road with intentions of reselling it for the development of the site as an affordable housing project. The adjoining vacant lot has an accepted offer for this purpose in a similar fashion and now with acceptance of this offer, the Developer can focus on a larger project on this site. More importantly it demonstrates to WHEDA for tax credit purposes their ability to own the property once the project is ready to move forward. The Developer has also requested to rezone the property which is the next item on this agenda and already considered by the Plan Commission. This offer will be in place for some time prior to actual closing due to the process to acquire tax credits for affordable housing. Application to WHEDA will take place in January while application to Dane County will take place in early Fall of next year. There are multiple contingencies in place should these not come to fruition and we will continue to work with and stay in touch with the Developer as this project progresses.

FINANCIAL/BUDGET IMPACT:

The purchase price is the same amount that the Village paid for the land at \$250,000 making the Village whole on its investment.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



The Village Attorney has reviewed this Offer to Purchase and finds it acceptable. Presented for approval.

ATTACHMENTS:

1. McFarland - OTP 11.4.19 - 4900 Larson Beach Road - ADR rev 11-22-19(3)(Clean)

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF BUYER)**
 2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, MSP Real Estate, Inc., its successors and/or assigns
 4 _____, offers to purchase the Property known as [Street Address] 4900 Larson
 5 Beach Road in the Village
 6 of McFarland, County of Dane,
 7 Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ **PURCHASE PRICE:** two hundred fifty thousand
 9 _____ Dollars (\$250,000).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money _____ will be
 11 mailed or commercially or personally delivered to listing broker or First American Title Insurance Company,
 12 25 W. Main Street, Suite 400, Madison, Wisconsin ("Title Company") as provided in Addendum A.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
 15 not excluded at lines 20-22, and the following additional items: n/a
 16 _____
 17 _____.

18 All personal property included in purchase price will be transferred by bill of sale or n/a
 19 _____.

20 ■ **NOT INCLUDED IN THE PURCHASE PRICE:** all personal property of Seller
 21 _____
 22 _____.

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
 24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
 28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
 30 Tuesday, November 26, 2019 at 5:00 p.m. Seller may keep the Property on the market and accept
 31 secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (□) ARE PART OF THIS OFFER ONLY IF
 34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
 36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** Giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
 38 Seller's recipient for delivery (optional): Attn: Matt Schuenke, Village Administrator

39 Buyer's recipient for delivery (optional): Attn: Mark Hammond (See Addendum A.)

40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____) _____

42 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
 43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address
 44 at line 47 or 48.

45 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
 46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 5915 Milwaukee St., McFarland, WI 53558, Attention: Matt Schuenke

48 Delivery address for Buyer: 7901 West National Ave, West Allis, WI 53214, Attention: Mark Hammond (See Addendum A.)

49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this
 50 is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
 51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
 52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): matt.schuenke@mcfarland.wi.us

54 E-Mail address for Buyer (optional): mhammond@msphousing.com (See Addendum A.)

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal
 56 delivery to, or Actual Receipt by, all Buyers or Sellers.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215)

See Addendum A INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. §709.05.

CLOSING This transaction is to be closed no later than See Addendum A.

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

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and n/a

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

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

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

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

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

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

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109 - 115 or 227-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) _____

_____. Insert additional terms, if any, at lines 109-115 or 227-286 or attach as an addendum per line 479.

☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposits, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs,

with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this Offer except: n/a

_____. If "Time is of the Essence" applies to a date

or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES See Addendum A.

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
 _____ [insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern
 with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer
 delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence
 substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and
 void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of
 acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants
 and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense,
 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increased
 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken)
 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

☐ **CHECK ALL THAT APPLY**, for the Property for its proposed use described at lines
 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly
 increase the cost of Buyer's proposed use, all within _____ days of acceptance.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither
 is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____
 days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____

_____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 encroachments upon the Property, the location of improvements, if any, and: _____

_____. **STRIKE AND COMPLETE AS APPLICABLE**

Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent
 streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

**CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
 when setting the deadline.**

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline
 for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null
 and void.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- ☐ A complete inventory of all furniture, fixtures and equipment and other personal property included in this transaction which is consistent
 with representations made prior to and in this Offer.
- ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and
 clear of all liens, other than liens to be released prior to or at closing.
- ☐ Rent roll.
- ☐ Other _____

_____. Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental
 site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits
 and licenses, recent financial operating statements, current and future rental agreements, notice of termination and non-renewal, and
 assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
 and any reproductions) to Seller if this Offer is terminated.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier
 of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that

this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

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

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

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or ~~significant~~ odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

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

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

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.

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

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES

This offer is contingent upon the Village of McFarland approving the combining of this lot and the adjacent lot (parcel #061003216801) by CSM.

Seller acknowledges that Buyer intends to redevelop the Property together with the adjacent property (parcel #061003216801) owned by Tricycle Motors Properties, LLC. Buyer's obligations under this Offer are contingent upon securing purchase agreements for the adjacent property and closing on the acquisition of the adjacent property. Buyer shall have the right to terminate this Offer in the event that the foregoing contingencies are not satisfied. If the closing on such adjacent property has not been completed by February 15, 2021, this Offer shall be void.

DEFINITIONS CONTINUED FROM PAGE 4

■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Natural Resources (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable and may include testing of the Property.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

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

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) ~~report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.~~

EARNEST MONEY

■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, ~~recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the~~ year of closing and matters shown in the Title Commitment and approved by Buyer in accordance with lines 361-371 below and those matters accepted by Buyer pursuant to Addendum A ("Permitted Exceptions").

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance including a Gap Endorsement in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin ~~in the Title Company~~. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within the Inspection Period (as defined in Addendum A) days ("15" if left blank) ~~after delivery of the title commitment to Buyer or Buyer's attorney~~. In such event, Seller shall have a reasonable time, but not exceeding 10 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments and other expenses, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a ~~material~~ violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or ~~material levels of~~ hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If **Buyer defaults**, Seller may:

- (1) ~~sue for specific performance and request the earnest money as partial payment of the purchase price; or~~ (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 (2) ~~terminate the Offer and have the option to: (a): (a) request the earnest money as liquidated damages; or (b) sue for actual damages.;~~
 or (b) sue for actual damages.

If **Seller defaults**, Buyer may:

- (1) sue for specific performance; or
 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the ~~Parties~~ **Buyer** may seek any other remedies available in law or equity.

~~The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.~~

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it and Addendum A, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

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

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

INSPECTIONS AND TESTING Buyer may ~~only~~ conduct inspections or tests if ~~specific contingencies are included as a part of this Offer.~~ An "Inspection" is defined as an observation of the Property which ~~does not may~~ include an appraisal or testing of the Property, ~~other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.~~ A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. ~~Except as otherwise provided, Seller's authorization for inspections does not authorizes~~ Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. ~~Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.~~ Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

449 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent
 450 upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent
 451 upon a qualified independent inspector or qualified independent third party performing an inspection of _____
 452 _____(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.)
 453 which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up
 454 inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified
 455 at line 461. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

458 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
 459 knowledge or written notice before signing the Offer.

460 **■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 461 Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects
 462 (Notice of Defects).

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

464 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right
 465 to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects
 466 stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report
 467 detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects
 468 and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice
 469 that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

470 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located
 471 at _____, no later than _____. If Seller accepts a bona fide secondary offer,
 472 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 473 Contingency and _____

475 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES,**
 476 **OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.))** within _____ hours of Buyer's Actual Receipt of said notice, this Offer
 477 shall be null and void.

478 ☒ **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

479 This Offer was drafted by [Licensee and Firm] _____

480 _____ on _____

481 Buyer Entity Name (if any): _____

482 (X) _____

483 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Mark Hammond, VP of Development Date ▲

484 (X) _____

485 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

486 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer

487 _____ Broker (By) _____

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

491 Seller Entity Name (if any): _____

492 (X) _____

493 Seller's/Authorized Signature ▲ Print Name/Title Here ► Village of McFarland, By Matt Schuenke Date ▲

494 (X) _____

495 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

496 This Offer was presented to Seller by [Licensee and Firm] _____

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

498 This Offer is rejected _____ This Offer is countered [See attached counter] _____

499 Seller Initials ▲ Date ▲ Seller Initials ▲ Date

**ADDENDUM A
TO COMMERCIAL OFFER TO
PURCHASE**

THIS ADDENDUM TO COMMERCIAL OFFER TO PURCHASE (the **Addendum**) is made this 4th day of November, 2019, by and between MSP Real Estate, a Minnesota Corporation, its successors and/or its assigns (the **“Buyer”**) and Village of McFarland (the **“Seller”**), for the real property located at 4900 Larson Beach Road, in the Village of McFarland, County of Dane, Wisconsin (Parcel Number:061003216501) (the **“Property”**). This Addendum is attached to and made a part of that certain Commercial Offer to Purchase between Buyer and Seller of even date herewith (the **“Offer to Purchase”**). The Offer to Purchase and this Addendum shall be read as one agreement known together as this **“Offer,”** provided that, in the event of any conflicts or inconsistencies between the Offer to Purchase and this Addendum, the terms and provisions of this Addendum shall control. Capitalized terms used in this Addendum but not otherwise defined shall have the meaning ascribed to them in the Offer to Purchase.

1. Property Documents. Except as provided in paragraph 17, below, Seller warrants that it has no documents in Seller's possession or control relating to the title or condition of the Property, including but not limited to, any existing environmental or geotechnical reports of the Property, or of surrounding properties which may have an impact on the Property, compaction reports, unrecorded deed restrictions or any other documents in connection with the environmental condition of the Property, Property inspection reports, surveys, easement documents, any agreements with any governmental authority related to the Property, including development agreements, agreements for deferred assessments or development fees, unrecorded deed restrictions and any documents in connection with the environmental condition of the Property, municipal notices and orders, (together, the **“Property Documents”**) other than records generated and maintained in its governmental capacity, such as zoning files, land division records, tax assessment records and similar documents (together **“Governmental Documents”**). During the term of this Offer, Seller shall have a continuing obligation to promptly deliver to Buyer any Property Documents it subsequently obtains if such documents will affect the Property as of the closing. Governmental Documents will be provided to Buyer upon request. After Seller's execution of this Offer, Seller shall not enter into any agreement affecting the Property which would fall into the definition of a Property Document and that would survive the closing, or be a title encumbrance at closing if recorded, without first securing the approval of the Buyer, provided, however, that Seller shall have the right to create or modify Governmental Documents as necessary to carry out its governmental obligations. If Buyer terminates this Offer, Buyer shall promptly return all Property Documents to Seller.

2. Existing Leases. Seller warrants and represents that there are no leases or any other agreements granting use or occupancy rights for the Property (collectively the **“Leases”**). Seller shall not enter into any leases or agreements granting use or occupancy rights for the Property without the prior written consent of Buyer.

3. Existing Contracts. Seller warrants and represents that there are no service contracts, management agreements or other agreements with any third parties pertaining to the provision of services by, to or of the Property (**“Contracts”**). Seller shall not, after execution of this

Offer, enter into any Contracts with respect to the Property that would remain in place as of the Closing Date without Buyer's prior written consent.

4. **General Inspection Period.** Buyer shall have until June 30, 2020 to inspect the Property and complete such market studies, appraisals, review the Property Documents, title, surveys, tests, inspections and investigations as Buyer may determine is necessary in its sole discretion, including, but not limited to Phase I and Phase II environmental site assessments, which may include the taking of soil samples and testing thereof (the "**Inspection Period**"). If any of Buyer's studies, tests, inspections or investigations are unsatisfactory to Buyer, in any manner or for any reason in Buyer's sole discretion, including without limitation for reasons relating to restrictions on use of the Property, matters relating to survey, tax credit compliance, zoning, engineering, appraised value, financing, environmental assessments or other matters impacting the condition or value of the Property to Buyer, Buyer may terminate this Offer. If Buyer notifies Seller, in writing, within the Inspection Period of Buyer's election to terminate this Offer, this Offer shall terminate, and the parties hereto shall have no further obligations hereunder. If Buyer fails to notify Seller, in writing, prior to the expiration of the Inspection Period of its election to terminate this Offer, Buyer's right to terminate this Offer under this Section shall expire.

5. **Governmental Approvals.** Buyer intends to redevelop the Property and to construct new improvements consisting of a development containing approximately 50 residential units (the "**Redevelopment Plan**"). The Redevelopment Plan will require approvals from the Village of McFarland and may include approval of certified survey map, rezoning, conditional use permits, variances, and other approvals (the "**Governmental Approvals**"). Buyer's obligation to close is conditioned upon Buyer obtaining the Governmental Approvals on a basis satisfactory to Buyer, in Buyer's sole discretion. Seller shall reasonably cooperate with Buyer, at no cost to Seller, in Buyer's efforts to satisfy the contingences and conditions in this Offer, which shall include, without limitation, Seller's timely execution of such petitions for the Governmental Approvals as may be requested by Buyer for the Redevelopment Plan. Notwithstanding the foregoing, the Buyer acknowledges that the Village of McFarland is a governmental entity that is required to make decisions on Governmental Approvals according to applicable laws and ordinances in accordance with the public interest. Nothing in this Agreement shall require Seller, in its governmental capacity, to grant any Governmental Approval. If Buyer is unable to obtain Governmental Approvals that are satisfactory to Buyer, in Buyer's reasonable discretion, Buyer shall have the right to terminate this Offer, by providing written notice to Seller on or before the end of the Inspection Period. If Buyer notifies Seller, in writing, within the Inspection Period, of Buyer's election to terminate this Offer, this Offer shall terminate.

6. **Tax Credit Contingency.** This Offer is contingent upon Buyer receiving a reservation of federal low income housing tax credits from the Wisconsin Housing and Economic Development Authority ("**WHEDA**") in connection with the purchase and development of the Property (the "**Tax Credits**"). Buyer shall submit an application for the Tax Credits to WHEDA during the 2020 tax credit application period. Buyer shall have until April 30, 2020 (the "**Tax Credit Contingency Period**") to receive a written Tax Credit reservation (the "**Reservation**") from WHEDA. In the event that Buyer does not notify the Seller in writing that it has received the Reservation in a form acceptable to Buyer, in its sole discretion, prior to the expiration of the Tax Credit Contingency Period, then either party shall have the right to terminate the Offer. If such notice has not been provided, and either party

notifies the other, in writing, within fifteen (15) days after expiration of the Tax Credit Contingency Period of that party's election to terminate this Offer, this Offer shall terminate, and the parties hereto shall have no further obligations hereunder. If neither party provides such termination notice the right of both parties to terminate this Offer under this Section shall expire.

7. **Survey.** During the Inspection Period, Buyer may obtain a survey (the "Survey") of the Property prepared by a registered Wisconsin land surveyor. If, prior to the expiration of the Inspection Period, Buyer reasonably determines that the facts revealed by the Survey are unsatisfactory, Buyer may (1) terminate the Offer by written notice to Seller; or (2) deliver to Seller written notice of any objections that Buyer has to the facts revealed by the Survey. In the event Buyer shall give an objection notice to Seller, then Seller may, but shall not be obligated, to cure any such objections contained in Buyer's notice. If Seller chooses to cure Buyer's survey objections, such cure shall be in a manner satisfactory to Buyer and effectuated on or before twenty (20) days after receipt of Buyer's objection notice. If Seller by written notice to Buyer affirmatively elects not to cure any such objections, or if such twenty (20) day period to cure such objections expires without the objections being cured in a manner satisfactory to Buyer, then Buyer shall have the option either to: (a) terminate this Offer, in which case this Offer shall be null and void; or (b) waive any survey objections and perform pursuant to the terms of this Offer, notwithstanding the survey objections. In the event Buyer does not affirmatively elect in writing either option (a) or (b) within the five (5) days after Seller's cure period has expired, then option (b) shall be deemed elected.

8. **Financing Contingency.** Buyer shall have until December 15, 2020 (the "Financing Contingency Period") to secure financing, low-income housing tax credit equity, and tax increment financing in amounts adequate to finance the acquisition and development of the Property on such terms and conditions as are otherwise acceptable to Buyer in its sole and absolute discretion. If Buyer does not notify Seller in writing that it has received acceptable financing commitments on or before the expiration of the Financing Contingency Period then either party shall have the right to terminate the Offer. If such notice has not been given, and either party notifies the other, in writing, within fifteen (15) days after the expiration of the Financing Contingency Period of that party's election to terminate this Offer, this Offer shall terminate, and the parties hereto shall have no further obligations hereunder. If neither party provides such notice within such fifteen (15) day period the Financing Contingency shall be deemed waived.

9. **Closing.** Provided that the Buyer does not terminate the Offer, the closing shall be held at the Title Company no later than ninety (90) days after the expiration of the Financing Contingency Period. Buyer and Seller shall each pay one-half of any closing fee charged by the Title Company.

10. **Brokers.** The Buyer and the Seller each represent and warrant to the other that they have not had any dealings with any real estate brokers, salesmen or agents in connection with the transaction contemplated herein.

11. **Consideration.** Buyer and Seller acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under this Offer in connection with negotiating and executing this Offer, conducting the inspections contemplated by this Offer, undertaking re-zoning, seeking financing, preparing the tax credit application and preparing

for closing, and that Buyer would not have executed the Offer without the availability of the contingencies contained herein. Buyer and Seller, therefore, agree that adequate consideration exists to support each of the party's obligations under this Offer, and Seller and Buyer each waive any and all rights to challenge the enforceability of this Offer on the basis that any of the conditions or contingencies set forth herein are at Seller's or Buyer's sole discretion or that any of the agreements contained herein are illusory, vague or indefinite.

12. Assignment. Buyer may assign its rights, title and obligations in, to and under this Offer, or any portion thereof, to an affiliate of Buyer provided that Buyer provides Seller with written notice of said assignment prior to closing and the assignee agrees to assume all of Buyer's rights, title and obligations in, to and under the Offer and agrees to be bound the terms contained herein.

13. Authority. Buyer and Seller each represent and warrant to the other that it has all requisite power and authority to enter into this Offer and all documents to be executed and delivered by that party pursuant to this Offer and to perform its obligations hereunder. Each party has obtained any consent necessary for it to enter into and perform under this Offer and the person signing below on behalf of such party is authorized to do so. The individuals signing on behalf of each party make the same representations and warranties in their individual capacities.

14. Notices. Copies of all notices to Buyer should be sent to: Foley & Lardner, LLP, Attn: Katherine R. Rist, 150 E. Gilman Street, Madison, Wisconsin 53703, krist@foley.com, Fax: 608-258-4258, in order for such notice to be effective as to Buyer.

15. Counterparts; Electronic Signature. This Offer may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature appearing on this Offer or a signature on a pdf version (or any other format sent via e-mail) of this Offer shall be given the same effect as if it were an original signature on an original Offer to Purchase.

16. Property Condition Disclosures. Buyer has been advised and acknowledges that Seller acquired title to the Property on October 7, 2019 and has never occupied the Property. Seller received the Property Condition Report attached hereto as Addendum A-1 in connection with such purchase and has no notice or knowledge of any facts inconsistent with such disclosure. Except for the express representations and warranties contained in this Offer and in the deed and other closing documents to be delivered at Closing, Seller makes no other warranty or representation regarding the condition of the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth above.

BUYER:

MSP Real Estate, Inc.

By: _____
Name: Mark Hammond
Its: VP of Development

SELLER:

Village of McFarland

By: _____
Name: Matt Schuenke
Its: Village Administrator

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 4900 Larson Beach Road
IN THE _____
(CITY) (VILLAGE) (TOWN) OF McFarland, COUNTY OF
Dane STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF Sept (MONTH) 6th (DAY), 2019 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

EXHIBIT A-1

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B. ENVIRONMENTAL

- | | | YES | NO | N/A |
|-----|--|--------------------------|-------------------------------------|--------------------------|
| B1. | Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | ☐ | ☒ | ☐ |
| B2. | Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| B3. | Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| B4. | Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | ☐ | ☒ | ☐ |
| B5. | Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | ☐ | ☒ | ☐ |
| B6. | Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | ☐ | ☒ | ☐ |
| B7. | Explanation of "yes" responses _____ | | | |
| | _____ | | | |
| | _____ | | | |
| | _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | | YES | NO | N/A |
|-----|--|--------------------------|-------------------------------------|--------------------------|
| C1. | Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | ☐ | ☒ | ☐ |
| C2. | Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | ☐ | ☒ | ☐ |
| C3. | Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| C4. | Are you aware of a joint well serving this property? | ☐ | ☒ | ☐ |
| C5. | Are you aware of a defect relating to a joint well serving this property? | ☐ | ☒ | ☐ |
| C6. | Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| C7. | Explanation of "yes" responses _____ | | | |
| | _____ | | | |
| | _____ | | | |
| | _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment? | ☐ | ☒ | ☐ |
| D2. Are you aware of pending special assessments? | ☐ | ☒ | ☐ |
| D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | ☐ | ☒ | ☐ |
| D4. Are you aware of any land division involving the property for which required state or local permits were not obtained? | ☐ | ☒ | ☐ |
| D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? | ☐ | ☒ | ☐ |
| D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property? | ☐ | ☒ | ☐ |
| D7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

E. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Are you aware of the property being part of or subject to a subdivision homeowners' association? | ☐ | ☒ | ☐ |
| E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | ☐ | ☒ | ☐ |
| E3. Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations? | ☐ | ☒ | ☐ |
| E4. Are you aware of any zoning code violations with respect to the property? | ☐ | ☒ | ☐ |
| E5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | ☐ | ☒ | ☐ |
| E6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | ☐ | ☒ | ☐ |
| E7. Are you aware of restrictive covenants or deed restrictions on the property? | ☐ | ☒ | ☐ |
| E8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements? | ☐ | ☒ | ☐ |
| E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | ☐ | ☒ | ☐ |
| E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | ☐ | ☒ | ☐ |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | ☐ | ☒ | ☐ |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | ☐ | ☒ | ☐ |

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | ☐ | ☒ | ☐ |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | ☐ | ☒ | ☐ |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | ☐ | ☒ | ☐ |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | ☐ | ☒ | ☐ |
| E15. Are you aware there is not legal access to the property? | ☐ | ☒ | ☐ |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | ☐ | ☒ | ☐ |
| E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | ☐ | ☒ | ☐ |
| E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | ☐ | ☒ | ☐ |
| E19. Are you aware of existing or abandoned manure storage facilities located on the property? | ☐ | ☒ | ☐ |
| E20. Are you aware that all or part of the property is enrolled in the managed forest land program?
The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html . | ☐ | ☒ | ☐ |
| E21. Explanation of "yes" responses _____

_____ | | | |

F. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property? | ☐ | ☒ | ☐ |
| F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property? | ☐ | ☒ | ☐ |
| F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide? | ☐ | ☒ | ☐ |
| F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? | ☐ | ☒ | ☐ |

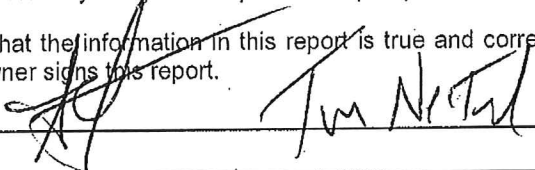
- | | YES | NO | N/A |
|--|-------------------------------------|-------------------------------------|--------------------------|
| F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property? | ☐ | ☒ | ☐ |
| F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) | ☐ | ☒ | ☐ |
| a. Electricity _____ | ☐ | ☒ | ☐ |
| b. Municipal water <u>Below Paved into S/C</u> | ☒ | ☒ | ☐ |
| c. Telephone _____ | ☐ | ☒ | ☐ |
| d. Cable television _____ | ☐ | ☒ | ☐ |
| e. Natural gas _____ | ☐ | ☒ | ☐ |
| f. Municipal sewer <u>Below Paved into S/C</u> | ☒ | ☒ | ☐ |
| F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | ☐ | ☒ | ☐ |
| F8. Are you aware of other defects affecting the property?
Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition. | ☐ | ☒ | ☐ |
| F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition? | ☐ | ☒ | ☐ |
| F10. The owner has owned the property for _____ years. | | | |
| F11. Explanation of "yes" responses _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner  Date 9-1-19
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

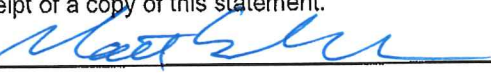
A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer  Date 9/5/2019
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance 2019-21: an ordinance to rezone property at 4845 Taylor Road and 4900 Larson Beach Road from Commercial Highway (C-H) to Planned Development Infill - General Implementation Plan (PDI-GIP) as requested by MSP Real Estate Inc.

PREVIOUS ACTION:

Village Board previously purchased 4900 Larson Beach Road for the purpose of facilitating development of the property.

MSP met with the Plan Commission on October 21, 2019 to review a draft concept plan for the development. The revised site plan includes the following modifications:

1. Reduced the number of one-bedroom units from 27 to 23 and increased the number of two-bedroom units from 16 to 18. The total number of units decreased from 53 to 51.
2. Shifted the building and parking to the north by six feet.
3. Illustration of the private walkways for the first floor units.
4. Identified a potential resident garden.
5. Reduced the number of parking stalls from 90 to 84. This includes reducing the underground parking from 54 to 53 stalls and the number of surface stalls from 36 to 31. The revised site plan includes identifies areas for up to 8 additional off-street parking stalls.
6. Reduced the floor area ratio from 0.96 to 0.95.
7. Reduced the impervious area ratio from 63% to 62%.
8. identified the location of the day care trash enclosure.
9. Identified the vision clearance triangles on Larson Beach Road.

ISSUE SUMMARY:

Refer to attached staff report.

FINANCIAL/BUDGET IMPACT:

Refer to attached staff report.

VILLAGE PLAN REFERENCE:

The property is identified as Mixed-Use/Flex Commercial in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:



Section 62.66 PD-I Planned Development Infill District

Section 62.67 PD Planned Development District

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

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Plan Commission unanimously recommends approval of Ordinance 2019-21 with the following conditionsl:

1. Approval of one access driveway onto Taylor Road as depicted on the General Implementation Plan.
2. Revise the site plan to include the building setback distance from the property line along Taylor Road.

ATTACHMENTS:

1. MSP Taylor Pointe Apartments, PDI-GIP, Staff Report_11.14.2019
2. 2019-21 Rezoning 4845 Taylor Road and 4900 Larson Beach Road
3. Exhibit A, Ordinance 2019-21_MSP Taylor Pointe Workforce Housing PC Submittal_11.01.19
4. Sample Renderings
5. CSM 11273
6. McFarland_Comprehensive_Plan_-_Future_Land_Use_Map
7. Figure 4.1(page 36)
8. McFarland_Zoning_Map_6-30-2018
9. Sec. 62.66-67 PD-I District

Memorandum

To: Plan Commission

From: Andrew Bremer, AICP, Community & Economic Development Director

Date: November 14, 2019

Re: Taylor Pointe Apartments, Staff Review, Planned Development Infill – General Implementation Plan

Request

MSP Real Estate, Inc. is requesting to rezone 4845 Taylor Road and 4900 Larson Beach Road from Commercial – Highway (C-H) to Planned Development Infill – General Implementation Plan (PDI-GIP). The proposed development consists of 51 multi-family workforce-housing apartments in one three-story structure with both surface and underground parking. The development includes a mix of one-, two-, and three-bedroom units. Over 90% of the units will be reserved for individuals and families earning less than 60% of the area median income.

Background

MSP Real Estate, Inc. has entered into a purchase agreement with the owner of 4845 Taylor Road for the purpose of constructing an affordable/workforce housing multi-family development. MSP intends to apply for WHEDA & Dane County funding assistance to finance the project. Village Staff met with representatives of MSP in August and encouraged the addition of the adjacent 4900 Larson Beach Road property to create a better project that included both vacant parcels. The Village Board authorized the purchase of 4900 Larson Beach Road with the intent of selling the lot to MSP upon notification of their WHEDA/Dane County funding applications. The reason the Village assisted with this purchase is because the WHEDA application is due in December and requires MSP have site control (i.e. options in place to acquire all lots and permitted zoning, PD-I Planned Development Infill - General Implementation Plan) prior to submittal of the application. Due to the WHEDA's, and Dane County's, application review timelines, MSP will not learn of all project awards until the Spring-Summer of 2020, and therefore, will not be able to close until financing is secured. MSP and the previous owner of 4900 Larson Beach Road were not able to come to terms on an offer to purchase that included the longer closing contingency needed by MSP due to the WHEDA/Dane County processes. The Village Board has previously expressed interest for infill development of these vacate parcels and is interested in advancing housing affordability per the 2019-2020 Village Board Goals & Objectives and the Village's Comprehensive Plan. Therefore, the Village Board is willing to enter into an offer to purchase with MSP with the longer closing contingency desired by the developer. The final offer to purchase from MSP is being reviewed by the Village Attorney and MSP's Attorney for approval by the Village Board at their November 25, 2019 meeting. That Board meeting will also include action on the recommendation of the Plan Commission concerning MSP's request to rezone 4845 Taylor Road and 4900 Larson Beach Road from C-H to PDI-GIP. MSP will be using a staged approach to plan approval whereby they will seek approval of just the General Implementation Plan prior to their submittal of the WHEDA application, which is due December 6, 2019. If WHEDA funds the project, MSP will seek approval of the Detailed Implementation Plan sometime in 2020.

At the October 21, 2019 Plan Commission meeting, MSP provided a presentation regarding background information on their company, experience, and their concept for the McFarland site. In addition, MSP provided an overview of Dane County defined income limits based on family size and those monthly rental amounts by bedroom size and IRS income limits. This information is summarized in the following tables.

Income/Family Size

Income %	1	2	3	4	5
30%	21,090	24,120	27,120	30,120	32,550
40%	28,120	32,160	36,160	40,160	43,400
50%	35,150	40,200	45,200	50,200	54,250
60%	42,180	48,240	54,240	60,240	65,100
CMI	70,300	80,400	90,400	100,400	108,500

Affordable/Market Mix		
CMI %	# of Units	% of Total
30%	11	22%
40%	3	6%
50%	16	31%
60%	18	35%
Market	3	6%
Total	51	100%

Rent by Bedroom Size			
CMI %	1 BR	2 BR	3 BR
30%	\$516 (10)		\$708 (1)
40%	\$704 (1)	\$842 (1)	\$969 (1)
50%	\$892 (5)	\$1,013 (5)	\$1,125 (6)
60%	\$926 (6)	\$1,088 (10)	\$1,175 (2)
Market	\$990 (1)	\$1,200 (2)	

Enclosures

The November meeting packet includes the following attachments:

- Ordinance 2019-21
- Appendix A – Exhibit A of Ordinance 2019-21 (project submittal, PDI-GIP)
- Sample renderings from other similar MSP developments in Wisconsin
- CSM 11273
- McFarland Comprehensive Plan Future Land Use Map and Figure 4.1
- McFarland Zoning Map
- Sec. 62.66-67 Planned Unit Development regulations

Consistency with the Village's Comprehensive Plan

The properties are identified for Mixed Use/Flex Commercial development on the Future Land Use Map in the Village's Comprehensive Plan. According to Figure 4.1 of the plan, this land use category allows for PD-I zoning as a "typical implementing zoning district." The general description of the Mixed-Use/Flex Commercial land use is "a carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single-family housing. All uses are served by public sewer and water systems."

The Village's Comprehensive Plan also includes a number of references to promoting affordable housing, including:

- Housing and Neighborhood Goal: "Promote quality, affordable housing for families and older residents within neighborhoods and mixed use settings that are organized around safety, conservation, recreation, and connection to the boarder community."
- Housing and Neighborhood Policies: "Direct eligible persons to Village, County, State, federal, and non-profit housing programs to promote and preserve decent, affordable housing for persons of different incomes, the elderly, and people with special housing needs."

In addition, as part of the Village's 2019/2020 Goals and Objectives, the Village Board identified "actively promoting and supporting affordable housing in the Village" as an objective. In the Director's opinion, the rezone request, and proposed development, are consistent with the Village Comprehensive Plan.

Compatibility with Adjacent Land Uses

Adjacent uses include small office and retail uses, pre-school, duplexes and multi-family developments. The block is already capped on the opposite side of the road by a multi-family apartment building (Woodland Commons); therefore, a similar treatment on the north side of the road is compatible with existing land development patterns. The proposed development also would serve as a transition from the lower density duplexes in Preston Place to the commercial developments along Larson Beach Road. The proximity to existing retail establishments including pre-school, grocery store, pharmacy, dentist office, etc., and the recreational trail along Taylor Road, also lend to the compatibility of this location for affordable/workforce housing as residents or families with one or less vehicles are within easy walking or biking distances to daily retail needs and to existing schools. In the Director's opinion, the rezone request, and proposed development, are compatible with adjacent land uses.

Conformance with Sec. 62.66-67 Planned Unit Development Regulations

Section 62.66 and 62.67 of the Village's Zoning Code provides the standards and processes for review and approval of PDI-GIP.

Standards and criteria for approval of a PD-I development include:

1. A maximum impervious surface ratio of 50%. Applicant proposes 62%.
2. A maximum floor area ratio of 70%. Applicant proposes 96%.
3. A minimum required useable open space per dwelling unit of 100 SF/DU. Applicant proposes 448 SF/DU.

In regards to satisfying standards 1 and 2 above:

- The maximum impervious surface ratio for PD-I non-residential and mixed-use projects is 70%. This is the same standard for the existing Commercial-Highway zoning classification. Therefore, the proposed project would provide less impervious surface than permitted by right under existing zoning or a mixed-use development.
- The project site is adjacent to Outlot 1 of Woodland Commons. This lot contains an existing stormwater pond that was constructed to serve adjacent properties and this development site. The presence of an existing stormwater pond provides the opportunity to utilize the site for higher density development providing more workforce housing units and tax base to the community.
- Per Section 62-66(f), the Plan Commission may grant exceptions to the standards subject to final approval by the Village Board. The following table provides a summary comparison of the proposed development versus other similar recent developments in terms of FAR, IAR, and density. Other existing developments have been approved with either FAR, IAR or densities exceeding the values of the proposed development. Note, that the other recent developments did not include existing on-site or adjacent stormwater management facilities which are available to MSP's project.

Project	FAR	Impervious Area Ratio	Density (DU/AC)
MSP Taylor Pointe (51 units)	0.95	0.62	37.1
Farwell Place (38 units)	1.05	0.58	40.4
Waubesa Shores (29 units)	0.72	0.58	14.5
The Atwater (4719 Farwell, 47 units)	0.64	0.68	20.6
Waubesa Village (74 units)	0.42	0.26	15.6

Sec. 62.66(e), additional standards for approval within the PD-I District are summarized below along with Director commentary (indent):

1. Screening and requirements for buffer yards shall be included as part of plan reviews. Such screening shall shield neighboring properties from any adverse external effects of the proposed developments. Screening and buffer yards shall also be used to shield the proposed development from the negative impacts of adjacent uses, such as streets, industrial uses, etc. Special emphasis shall be placed on screening the intrusion of automobile headlights on neighboring properties from parking areas and driveways.
 - ✓ The proposed site layout should result in minimal intrusion of automobile headlights on neighboring residential properties. Both the Woodland Commons Apartments and Preston Place duplexes are elevated above the site grade by approximately 10 feet and at sufficient distances from driveways that should minimize intrusion of automobile headlights from the driveways into residential units. The Detailed Development Plan will also include a landscaping plan to address on-site screening.
2. Pedestrian circulation should be carefully planned so as to prevent pedestrian use of vehicular ways and parking spaces. In all cases, pedestrian access shall be provided to public walkways.
 - ✓ All proposed building entrances are connected to proposed parking spaces and public sidewalks via planned private walkways.
3. The usable open space required for residential development projects and mixed use residential projects shall be designed for use of each individual dwelling unit or shall be located and designed to be of utility to every dwelling unit proposed. This required usable open space shall be designed to maximum privacy and usability to the residence.

- ✓ The site plan includes 448 SF of open space per dwelling unit and identifies “play areas” adjacent to the primary entrance and community room. The site plan also identifies an area for a “potential resident garden”. Specific details regarding these planned amenities will be reviewed during the Detailed Implementation Plan review phase.
- 4. Special emphasis shall be placed on trash collection points. Trash containers shall be screened and so designed so as to be conveniently accessible to their users and collectors.
 - ✓ Trash receptacles will be stored in the basement of the building and wheeled out on collection days.
- 5. Within the PD-I District, mixed land uses may be proposed. However, they must be found to be compatible based on the site and building design proposed. Compatibility will also be judged on the basis of how well the proposed project fits within the context of the neighborhood and abutting properties. The basic intent of this Chapter and Village Comprehensive Plan must be adhered to.
 - ✓ Not a mixed-use development. Refer to previous comments related to consistency with the Village Comprehensive Plan.
- 6. Snow removal areas and procedures must be described in the plans.
 - Presumably, snow storage will occur within the open space areas of the site for private walkways and along the north property line for surface parking and drive aisles. Advice confirmation during Plan Commission discussion with the Applicant as this was not expressly stated in MSP’s application.
- 7. All site lighting shall be controlled so as not to extend a direct light source onto abutting properties. Cutoff type luminaries shall be used and all lighting sheds shall be indicated in the plans.
 - ✓ A lighting plan will be addressed during the Detailed Implementation Plan review phase.
- 8. The physical attributes of the site shall be respected with particular concern for preservation of natural features, tree growth and open space.
 - ✓ Existing site does not contain significant natural features or trees.

Sec. 62.67, additional standards for approval within the PD-I District are summarized below along with Director commentary (indent):

- 9. Off-street parking and loading. There shall be no prescribed requirements for off-street parking and loading in the Planned Development District. However, in the review and approval of any general or detailed plan in a Planned Development District, due consideration shall be given to Subdivision IV of this Division of regulations and requirements for off-street parking and loading facilities for uses similar to those proposed in such plan.
 - ✓ Subdivision IV would require 107 off-street parking spaces given the proposed bedroom to unit mix, using the requirement of 2 spaces for each one- and two-bedroom unit and 2.5 spaces for each three-bedroom unit. The proposed development includes 53 below ground spaces and 31 surface parking spaces, for 84 total spaces. This translates to 1.65 spaces per unit and 0.94 spaces per bedroom. The site plan includes areas for an additional 8 off-street parking stalls. Since this is a planned development, the Village may

grant exceptions to the standards in Subdivision IV. In the Director's opinion, the amount of off-street parking spaces provided by MSP is sufficient given:

- Each unit will have one designated underground parking space with access to additional shared surface parking spaces.
- The requirement for two parking spaces for each one bedroom unit may be excessive given it is unlikely that each of these units will be occupied by tenants with more than one vehicle. A more modern requirement would be 1.5 spaces per one-bedroom and two spaces for two or more bedroom units. This translates to 90.5 spaces based on the proposed unit mix, which can be met based on the current site plan utilizing the additional 8 off-street parking stalls. If desired, the Plan Commission may require the all or a portion of the additional 8 stalls be installed as part of the original construction.
- The adjacent daycare was designed to allow for shared access and off-street parking with the eventual development of the subject properties. The daycare has approximately 30 spaces. Given the daycare is closed during the evenings, additional tenant or visitor parking can utilize these spaces and vice versa, during the day when tenants are at work, the daycare can utilize the parking spaces provided by the apartment building.

10. The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan.

- ✓ Refer to previous comments regarding consistency with the Village's Comprehensive Plan.

11. The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood.

- ✓ Refer to previous comments regarding compatibility with adjacent land uses.

12. Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians.

- ✓ The proposed development will utilize the existing access driveway on Larson Beach Road to the daycare and construct an additional access point to Taylor Road. In 2004, the Village approved CSM #11273, which included on its face the following note: *No access onto Taylor Road from Lot 3 (4845 Taylor Road) without the approval of the Village of McFarland Plan Commission.* It is unclear why this provision was required; however, it is clear the Plan Commission may approve the access drive onto Taylor Road. The additional access drive will serve the entrance to the underground parking and allow parents dropping off children at the daycare to pull through the site rather than having to utilize parking spaces to turn around; this should improve traffic flow and safety. The site plan also identifies that there should not be an obstruction within the vision clearance at the Larson Beach access drive or at the intersection of Larson Beach and Taylor Roads based on the proposed location of the building.

13. The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances.
 - ✓ There are no significant natural features or topography to the site. An erosion control and stormwater management plan will be addressed during the Detailed Implementation Plan review phase.
14. The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy.
 - ✓ The revised site plan has shifted the proposed building by approximately six feet to the north, as compared to the preliminary concept reviewed in October, in an effort to improve privacy and the harmonious grouping of buildings. The proposed building is now approximately 14 feet from the property line, 22 feet from the sidewalk and 37 feet from the edge of curb. For comparison purposes, Farwell Place Apartment is approximately 13 feet from the property line/sidewalk and 23 feet from the edge of curb. The proposed building is setback 44 feet from the edge of Taylor Road, which is compatible to the setback of the adjacent Woodland Commons, which is 42 feet from the curb on Taylor Road.
15. In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents.
 - ✓ The site plan includes 448 SF of open space per dwelling unit and identifies “play areas” adjacent to the primary entrance and community room. The site plan also identifies an area for a “potential resident garden”. Specific details regarding these planned amenities will be reviewed during the Detailed Implementation Plan review phase.
16. Planned Development District housing impacts on community resources in the same manner as other new developments, which are characterized by division of land into lots. In particular, the additional population density places demands upon Village parks and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate land or provide fees in lieu of land, in accordance with the procedures set forth in Section 62-64.
 - ✓ No parkland dedication is being proposed as part of this development. The proposed development will be required to provide fees in lieu of land dedication, and park impact fees, according to the policies of the Village, as approved by the Village Board, at the time the Detailed Implementation Plan is approved.
17. The planned development will not adversely affect the ability of public agencies to provide school or other municipal services.
 - ✓ The proposed development has been provided to the McFarland School District Administrator and the Department has not received any comments regarding concerns related to providing school services. The Village Fire Department has indicated that a Knox Box will be required to be installed and they will review fire alarm and sprinkler systems at the appropriate time. The Village Police Department did not have any initial concerns regarding the proposed development. The Village Engineer has reviewed the site plan and indicated that municipal sewer and water service already exist adjacent to

the site, some pavement patching may be necessary to reach them. Curb and gutter currently do not exist along the west side of Taylor Road. These improvements, along with an erosion control and stormwater management plan, will be required by the developer as part of the Detailed Implementation Plan approval process.

18. The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination of the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village.

✓ These standards will be addressed during the Detailed Implementation Plan approval process.

19. The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties.

✓ MSP's application includes their stated intention to utilize WHEDA and Dane County affordable housing tax credits and grants to fund the development project. MSP has utilized these funding sources for other projects, including projects in Dane County. The development of this site will provide a substantial increase in the property value and real estate taxes paid to the Village. The 2019 combined assessed value of the development site is \$696,700 and the Village share of property taxes paid is \$4,715.55. Construction costs for the new building are anticipated to be \$135-\$145/SF according to the developer. Using an average of \$140/SF, the project would cost approximately \$8M to construct. Assuming an assessed value of 70% of total construction costs, the completed building would be assessed at \$5.6M. Assuming a Village-only tax rate of \$6.50/1,000, the Village would receive approximately \$36,400 per year in property taxes, or an increase of about \$32k/year.

20. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point.

✓ MSP's application includes a development schedule based on the application schedules for WHEDA and Dane County sources of financing with an anticipated project start of Fall 2020 and project completion of Spring 2022.

Recommendation

Recommend approval of Ordinance 2019-13 with the following conditions of approval:

1. Approval of one access driveway onto Taylor Road as depicted on General Implementation Plan.
2. Revise the site plan to include the building setback distance from the property line along Taylor Road.

ORDINANCE 2019-21

AN ORDINANCE TO REZONE LANDS ON TAYLOR ROAD AND LARSON BEACH ROAD FROM THE C-H COMMERCIAL HIGHWAY DISTRICT, TO THE PLANNED DEVELOPMENT INFILL DISTRICT – GENERAL IMPLEMENTATION PLAN APPROVED.

Purpose: To rezone certain lands on Taylor Road and Larson Beach Road as part of the proposed Taylor Pointe Apartments, multi-family development at 4845 Taylor Road and 4900 Larson Beach Road.

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

WHEREAS, the developer of the proposed Taylor Pointe Apartments located at 4845 Taylor Road and 4900 Larson Beach Road, in the Village of McFarland, has applied for approval of rezoning of the same property from the C-H Commercial Highway District to the Planned Development Infill District; and,

WHEREAS, the developer has submitted documents fulfilling the requirements for approval of the General Implementation Plan, dated November 1, 2019, a copy which is attached hereto as Exhibit A; and

WHEREAS, the proposed rezoning is consistent with the Village of McFarland Comprehensive Plan, which designates the subject land as Mixed-Use/Flex Commercial; 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-H Commercial Highway District to the Planned Development Infill District – General Implementation Plan Approved:

4845 Taylor Road Legal Description (Parcel 0610-032-1680-1)
Lot Three (3) of Certified Survey Map No. 11273 recorded in the office of Register of Deeds for Dane County, Wisconsin on December 07, 2004, in Volume 68 of Certified

Survey Maps, Page 109 as Document No. 3998454, being a division of Lot 1, Woodland Commons and located in the NE 1/4 of the NW 1/4 of Section 3, Township 6 North, Range 10 East and the SE 1/4 of the SW 1/4 of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin.

4900 Larson Beach Road Legal Description (Parcel 0610-032-1650-1)

Lot 1 of Certified Survey Map No. 11273 recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 68 of Certified Survey Maps, page 109, as Document No. 3998454, being a division of Lot 1, Woodland Commons and located in the NE 1/4 of the NW 1/4 of Section 3, Township 6 North, Range 10 East and the SE 1/4 of the SW 1/4 of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin.

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

3. This ordinance does not constitute approval of any earthwork or building construction within any of the property described in the ordinance. No construction of any kind, including earthwork or building construction, is permitted on the parcel described in Section 1 of this ordinance until applicable Planned Development Infill – Detailed Implementation Plan, and associated erosion control, stormwater management, and building permits are approved by the Village. If the property owner fails to obtain development permits with the Village 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-H District.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 25th day of November 2019.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-Treasurer

ORDINANCE 2019 –21	
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:	

**Village of McFarland
Community Development Department**

Plan Commission Application – 2019

~Please complete application in full~

Applicant - Owner	Tricycle Motors Properties, LLC	Applicant's Agent	MSP Real Estate, Inc.
	Matt Kuehl	Name	Mark Hammond
Address	5224 Farwell St. McFarland, WI 53558	Address	1295 Northland Drive, Suite 270 Mendota Heights, MN 55120
Email	mjkuehl17@gmail.com	Email	mhammond@msphousing.com
Phone #	608-513-2989	Phone #	612-868-9997
Fax #		Fax #	952-935-7202

Type of Proposal – Please check boxes that apply. Parcel No(s). 061003216501 & 061003216801

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

+ = Plus publication and notification charges

A = Plus \$50.00 per lot

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

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

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

E = Plus \$40.00 for each unit shown

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

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

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

MSP is proposing a 51-unit multi-family workforce housing development proposal at 4845

Taylor Road and 4900 Larson Beach Road in the Village of McFarland. The building will be 3 stories with underground parking with a mix of 1, 2, and 3 bedrooms. See attached for the legal description of the 2 parcels.

What action is the applicant requesting of the Plan Commission?

MSP is seeking a rezone from C-H (Commercial Highway) to PD-I (Planned Development Infill).

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.)

This project was presented to the Plan Commission on October 21, 2019. No action was taken by the Plan Commission as this was solely an information presentation.

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

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

Village of McFarland Plan Commission 2019 Schedule

***Submittal Deadline Noon on:**

For Scheduled 2019 Meeting date of:

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

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

- **Materials submitted for review after the submittal deadline date (or incomplete submittals) will be held over until the next scheduled meeting.**
- **I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan**

Commission. In addition any fees not paid for (i.e. legal notiecs, mailings, etc.) will require any permits to be withheld until all payments are made in full.

X  _____
Signature of Applicant/Agent

11/1/2019
Date

Village of McFarland, WI
Planned Development Infill District – General Implementation Plan
For
Taylor Pointe Apartments

Statement of Owner’s Intent and Description of Development

MSP is pleased to introduce a proposed workforce multi-family housing project located at 4845 Taylor Road and 4900 Larson Beach Road in the Village of McFarland. The development will provide much needed workforce housing in the Village with over 90% of the units being reserved for individuals and families earning less than 60% of the area median income.

Document Date:

Document Contents, per Section 62-67(h)(1):

- a. A legal description of the entire tract of land included in the proposed development.
- b. A statement indicating the nature of the applicant’s interest in the land included in the proposed development.
- c. A statement describing the proposed development, including the character, method and operation of the development and a development schedule or timetable for construction.
- d. A statement as to the following data or graphic information referenced to a map or plan of the proposed development:
 1. The location and size of the site including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets, including all public utilities and public easements.
 2. The use and approximate location and bulk of buildings and structures including number of stories and dimensions of buildings.
 3. The approximate location of vehicular and pedestrian facilities, such as streets, sidewalks and off-street parking areas, including approximate number of parking spaces.
 4. The approximate location of areas for public or common open spaces and for other public or semipublic uses.
 5. A tabulation of land areas for the different types of uses in relation to the total area.
 6. A tabulation of the gross floor areas of buildings by types of uses.
 7. A tabulation of the number of types of dwelling units.

a. Legal Descriptions

4900 Larson Beach Road Legal Description (Parcel 0610-032-1650-1)

Lot 1 of Certified Survey Map No. 11273 recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 68 of Certified Survey Maps, page 109, as Document No. 3998454, being a division of Lot 1, Woodland Commons and located in the NE 1/4 of the NW 1/4 of Section 3, Township 6 North, Range 10 East and the SE 1/4 of the SW 1/4 of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin.

4845 Taylor Road Legal Description (Parcel 0610-032-1680-1)

Lot Three (3) of Certified Survey Map No. 11273 recorded in the office of Register of Deeds for Dane County, Wisconsin on December 07, 2004, in Volume 68 of Certified Survey Maps, Page 109 as Document No. 3998454, being a division of Lot 1, Woodland Commons and located in the NE 1/4 of the NW 1/4 of Section 3, Township 6 North, Range 10 East and the SE 1/4 of the SW 1/4 of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin.

b. Statement indicating applicant's interest in the land included in the proposed development.

MSP Real Estate, Inc. is proposing a workforce multi-family housing project located at 4900 Larson Beach and 4845 Taylor Road.

c. Statement describing the proposed development, including character, method and operation of development and a development schedule or timetable for construction.

MSP is proposing to develop a 3-story building with underground parking with a mix of 1, 2, and 3 bedrooms. The project will have a tenant target mix towards individuals, families, seniors, and veterans. Exterior elevations have not been completed at this time, but MSP is planning on featuring masonry at the base of the building that will turn into fiber cement lap siding with neutral colors that will complement the adjacent buildings.

Below is an anticipated development schedule for Taylor Pointe Apartments:

December 2019	Tax credit application submitted to WHEDA
March/April 2020	WHEDA announces tax credit awards
July 2020	Dane County affordable housing application submitted
September 2020	Dane County announces affordable housing awards
October 2020	Send out construction plans for bidding
December 2020	Close on construction/permanent financing and tax credit investor
January 2021	Submit for building permit/construction start
March 2022	Construction completed

d. Statement to the following data or graphic information referenced to a map or plan of the proposed development.

1. Location and size of the site including dimensioned exterior boundaries, topography, and other salient features, and existing buildings and structures, and also adjacent properties and streets, including all public utilities and public easements.

See attached site plan from Dimension IV Architects dated November 1, 2019.

2. The use and approximate location and bulk of buildings and structures including number of stories and dimensions of buildings.

Taylor Pointe Apartments will be one building consisting of 3 stories with underground parking. The building will consist of 51 units that will include approximately 23 1-bedrooms, 18 2-bedrooms, and 10 3-bedrooms. The dimensions of the building can be found on the attached site plan.

3. The approximate location of vehicular and pedestrian facilities, such as streets, sidewalks and off-street parking areas, including approximate number of parking spaces.

Taylor Pointe Apartments will have a total of 84 parking stalls (31 surface parking and 53 underground parking). This gives the project 1.65 parking stalls/unit. We have included on the site plan that we could add a potential 8 parking stalls and if needed, the project would have 1.80 parking stalls/unit.

4. The approximate location of areas for public or common open spaces and for other public or semipublic uses.

This project will feature a community room and play area outside for children. These uses will be for the residents that live at Taylor Pointe Apartments. There is also a potential for a garden that will allow residents to use at their discretion.

5. A tabulation of land areas for the different types of uses in relation to the total area.

See attached site plan.

6. A tabulation of the gross floor areas of buildings by types of uses.

See attached site plan.

7. A tabulation of the number of types of dwelling units.

See attached site plan.

MULTIFAMILY TAYLOR RD.

Taylor Rd., McFarland, WI



Architecture :

Dimension IV - Madison Design Group
6515 Grand Teton Plaza, Suite 120, Madison, WI 53719
p: 608.829.4444 www.dimensionivmadison.com

- Drawing List:
- Aerial Vicinity Map
- Site Plan/Ground Floor Plan
- Schematic Parking & Upper Floor Plans

REZONING



Aerial Vicinity Map



Site Area = 59,869sf

53 UG Parking
31 Surface Parking
84 Parking Total

Impervious Area

14,384sf road
3,044sf sidewalks
18,909sf building
936sf patios

TOTAL = 37,273sf = 62%

FAR

18,898 first floor
+19,023 2nd floor
+19,023 3rd floor
= 56,944 Bldg Area
56,944 / 59,869 = .95

Useable Open Space

Req'd = 100sf/Dwelling Unit = 5,300sf
Supplied = 22,851sf (Not Including
Balconies) = 448sf/Dwelling Unit

Trash Collection in Building

Maximum Building Height 42'

Flr	1	2	3	
1BR	1	11	11	23
2BR	2	8	8	18
3BR	10	0	0	10
TOTAL	13	19	19	51



14900
LIBRARY LANE

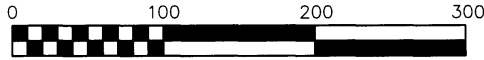




001941

CERTIFIED SURVEY MAP

BEING A DIVISION OF LOT 1, WOODLAND COMMONS, AS RECORDED IN VOLUME 58-039B OF PLATS, ON PAGES 212 AND 213, AS DOC. No. 3835104, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T6N, R10E AND THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R10E, VILLAGE OF McFARLAND, DANE CO., WISCONSIN.



SCALE : ONE INCH = ONE HUNDRED FEET

SURVEYED BY:

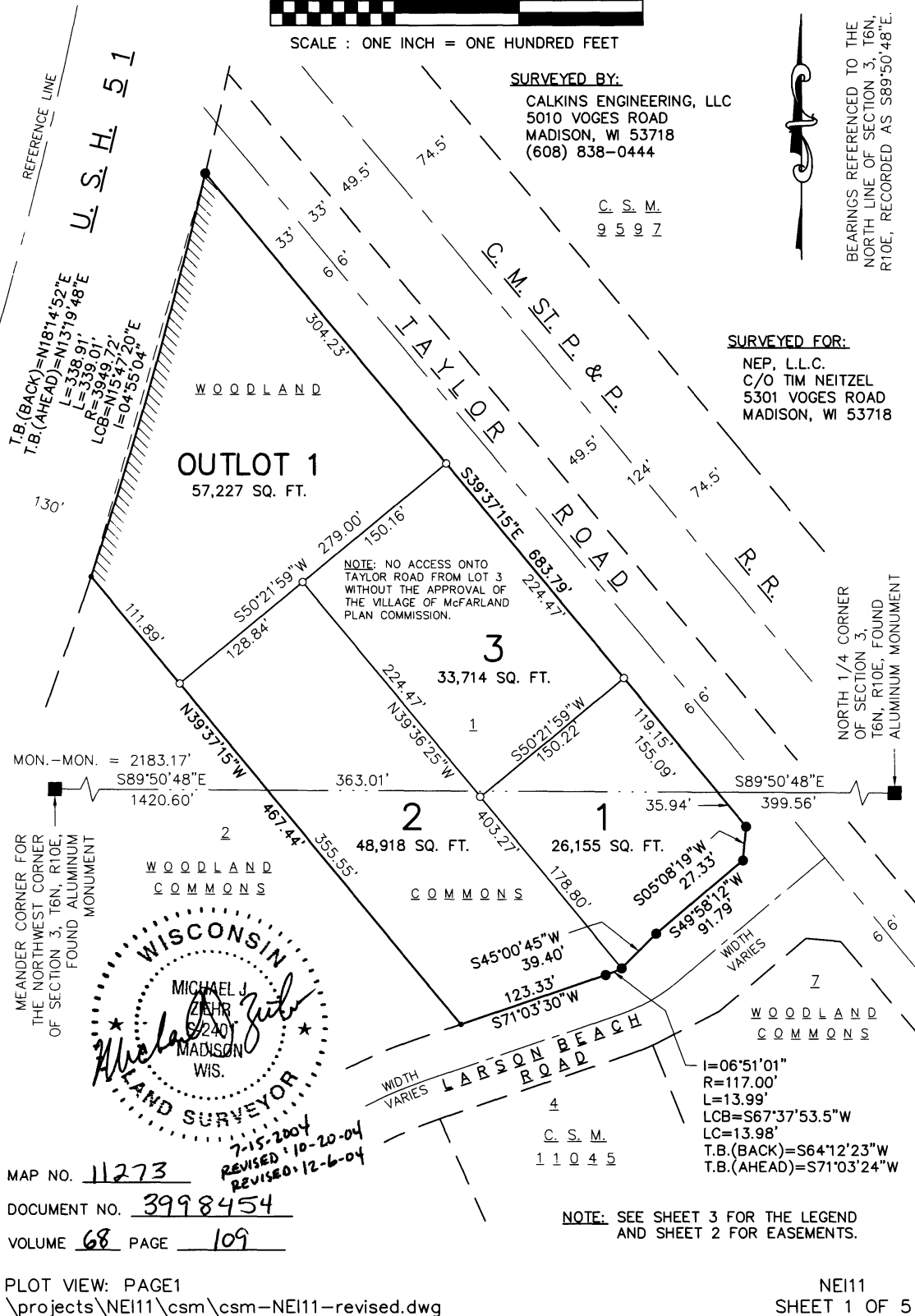
CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

C. S. M.
9 5 9 7

SURVEYED FOR:

NEP, L.L.C.
C/O TIM NEITZEL
5301 VOGES ROAD
MADISON, WI 53718

BEARINGS REFERENCED TO THE
NORTH LINE OF SECTION 3, T6N,
R10E, RECORDED AS S89°50'48"E.



MAP NO. 11273

DOCUMENT NO. 3998454

VOLUME 68 PAGE 109

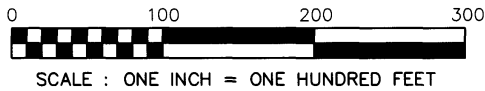
PLOT VIEW: PAGE1

NOTE: SEE SHEET 3 FOR THE LEGEND
AND SHEET 2 FOR EASEMENTS.

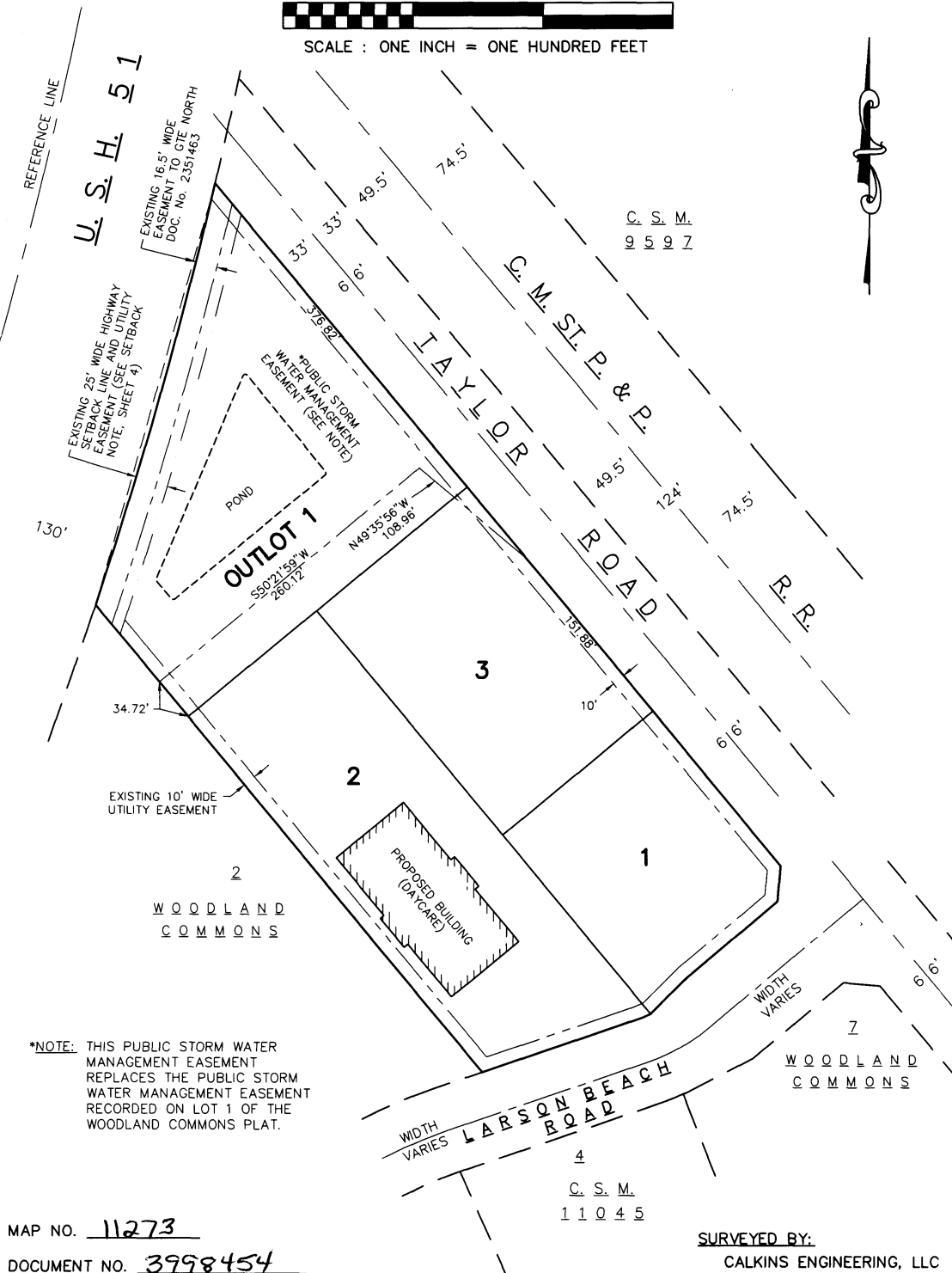
NEI11
SHEET 1 OF 5

CERTIFIED SURVEY MAP

BEING A DIVISION OF LOT 1, WOODLAND COMMONS, AS RECORDED IN VOLUME 58-039B OF PLATS, ON PAGES 212 AND 213, AS DOC. No. 3835104, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T6N, R10E AND THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R10E, VILLAGE OF McFARLAND, DANE CO., WISCONSIN.



SCALE : ONE INCH = ONE HUNDRED FEET



***NOTE:** THIS PUBLIC STORM WATER
MANAGEMENT EASEMENT
REPLACES THE PUBLIC STORM
WATER MANAGEMENT EASEMENT
RECORDED ON LOT 1 OF THE
WOODLAND COMMONS PLAT.

MAP NO. 11273
DOCUMENT NO. 3998454
VOLUME 68 PAGE 110

SURVEYED BY:
CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

PLOT VIEW: PAGE2
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NEI11
SHEET 2 OF 5

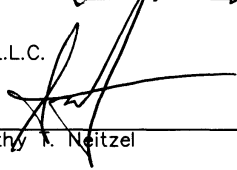
CERTIFIED SURVEY MAP

BEING A DIVISION OF LOT 1, WOODLAND COMMONS, AS RECORDED IN VOLUME 58-039B OF PLATS, ON PAGES 212 AND 213, AS DOC. No. 3835104, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T6N, R10E AND THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R10E, VILLAGE OF McFARLAND, DANE CO., WISCONSIN.

OWNER'S CERTIFICATE

NEP, L.L.C., as owner, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey Map is required by S.236.34 to be submitted to the Village of McFarland for approval. Witness the hand and seal of said owner this 6 day of Dec., 2004.

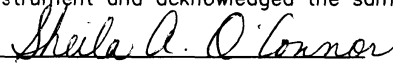
NEP, L.L.C.



 Timothy T. Neitzel

State of Wisconsin)
)ss
 County of Dane)

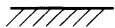
Personally came before me this 6th day of December, 2004, the above named Timothy T. Neitzel, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 My Commission expires: 4-1-07
 Notary Public, State of Wisconsin

LEGEND

- 3/4" SOLID IRON ROD FOUND
- 1-1/4" SOLID IRON ROD FOUND
- 3/4" x 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
- () INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE
 NEAREST HUNDREDTH OF A FOOT.



NO ACCESS ALLOWED

NOTE: UTILITY EASEMENTS. NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE. THE DISTURBANCE OF A SURVEY MONUMENT BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

MAP NO. 11273
 DOCUMENT NO. 3998454
 VOLUME 68 PAGE 111

SURVEYED BY:

CALKINS ENGINEERING, LLC
 5010 VOGES ROAD
 MADISON, WI 53718
 (608) 838-0444

PLOT VIEW: PAGE3
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NE11
 SHEET 3 OF 5



Stock No. 26273

001944

CERTIFIED SURVEY MAP

BEING A DIVISION OF LOT 1, WOODLAND COMMONS, AS RECORDED IN VOLUME 58-039B OF PLATS, ON PAGES 212 AND 213, AS DOC. No. 3835104, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T6N, R10E AND THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R10E, VILLAGE OF McFARLAND, DANE CO., WISCONSIN.

CONSENT OF MORTGAGEE

McFarland State Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said McFarland State Bank has caused these presents to be signed by James E. Walker, its Senior Vice President, and countersigned by Michael D. Lenz, its Ass't. Vice President, at McFarland, Wisconsin. This 6th day of December, 2004.

McFarland State Bank

By: James E. Walker MDL

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 6th day of December, 2004, James E. Walker and Michael D. Lenz of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such Sr. Vice President and Ass't. Vice President of said banking association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said banking association, by its authority.

Kathy J. Jansky
Notary Public, State of Wisconsin

My Commission expires: June 4, 2006

WISDOT NOTES (FROM PLAT):

Access Restriction note:

Access to USH 51 is restricted by WisDOT project T05-1(6).

Highway Setback Restriction note:

No improvements or structures are allowed between the right-of-way and the highway setback line. Improvements and structures include, but are not limited to signs, parking areas, driveways, wells, septic systems, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway department.

MAP NO. 11273
DOCUMENT NO. 3998454
VOLUME 68 PAGE 112

SURVEYED BY:

CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

PLOT VIEW: PAGE4
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NEI11
SHEET 4 OF 5

CERTIFIED SURVEY MAP

BEING A DIVISION OF LOT 1, WOODLAND COMMONS, AS RECORDED IN VOLUME 58-039B OF PLATS, ON PAGES 212 AND 213, AS DOC. No. 3835104, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T6N, R10E AND THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R10E, VILLAGE OF McFARLAND, DANE CO., WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Michael J. Ziehr, Registered Land Surveyor, hereby certify that under the direction of NEP, L.L.C., owner of said land, I have surveyed, divided and mapped Lot 1, WOODLAND COMMONS, as recorded in Volume 58-039B of Plats, on pages 212 and 213, as Document Number 3835104, Dane County Registry and located in the NE 1/4 of the NW 1/4 of Section 3, T6N, R10E and the SE 1/4 of the SW 1/4 of Section 34, T7N, R10E, Village of McFarland, Dane County, Wisconsin, described as follows:

Lot 1, WOODLAND COMMONS, as recorded in Volume 58-039B of Plats, on pages 212 and 213, as Document Number 3835104, Dane County Registry, Village of McFarland, Dane County, Wisconsin.

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 in surveying, dividing and mapping the same.

Dated this 15TH day of JULY, 2004.

Signed: Michael J. Ziehr
Michael J. Ziehr, R.L.S. S-2401



VILLAGE OF McFARLAND APPROVAL

This Certified Survey Map, including any dedication shown thereon, has been duly filed with and approved by the Village of McFarland, Dane County, Wisconsin.

Deb Neal
Deb Neal, Village Clerk

REGISTER OF DEEDS CERTIFICATE

Received for recording on this 7TH day of December, 2004, at 11:19 o'clock A. m. and recorded in Volume 68 of Certified Survey Maps on pages 109-113.

Dane Lichty
Dane County Register of Deeds

MAP NO. 11273
DOCUMENT NO. 3998454
VOLUME 68 PAGES 113

SURVEYED BY:
CALKINS ENGINEERING, LLC
5010 VOGES ROAD
MADISON, WI 53718
(608) 838-0444

PLOT VIEW: PAGE5
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NEI11
SHEET 5 OF 5



MAP 6

FUTURE LAND USE



COMPREHENSIVE PLAN

Legend

Future Land Use

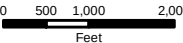
- Single Family Residential
- Two Family and Townhouse Residential
- Multiple Family Residential
- Neighborhood
- Downtown
- Highway and General Commercial
- Commercial Park
- Industrial
- Mixed Use/Flex Commercial
- Institutional and Governmental
- Public Lands, Recreation, and Environmental Corridor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

--- Village of McFarland Extraterritorial Jurisdiction Boundary

⬢ Village of McFarland Limits (8/18)

⬢ Other Municipal Limits (2018)

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



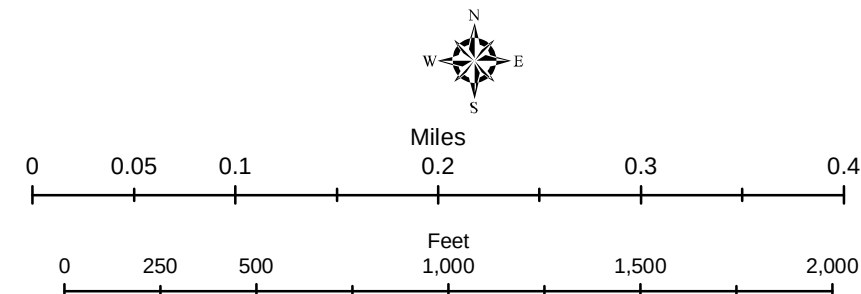
Date: May 2019

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



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

**Zoning Map of
The Village of McFarland**



DANE COUNTY
PLANNING & DEVELOPMENT

Dane County
Planning and Development

Last Revision: 6-30-2018.
Source:
Parcel Mapping: DCLIO, June 2018.
Zoning: DCPD, June 2018.

Zoning Districts

A-1	Exclusive Agricultural	C-G	General Commercial
CO	Conservancy	C-C	Central Commercial
R-1	Single Family Residence	C-H	Highway Commercial
R-1A	Single Family Residence	C-P	Commercial Park
R-1B	Single Family Residence	C-L	Limited Commercial
R-2	Single & Two-Family Residence	M-IC	Manufactured-Intensive
R-3	General Residence	PD	Planned Development
R-E	Elderly Residence	PD-I	Planned Development Infill
RH-1	Rural Homes		

A-1 or A-1(EX)
Dane County Zoning

A-1 or A-1(EX)
Dane County Zoning

Sec. 62-66. - PD-I Planned Development Infill District.

- (a) *Intent.* The PD-I District is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood. Mixed use may be allowed to the extent that no land use conflicts will result. It is a basic public expectation that landowners requesting the use of the PD-I District will develop design, building architecture, landscape design and construction materials. The extent of variation or exception that will be recommended by the Village Plan Commission with final approval by the Village Board in accordance with the standards specified in Subsection (d)(1) of this Section will be dependent on how well the above stated expectations are expressed in the proposed development plan.
- (b) *Application procedures.* The procedures and requirements for applying for a PD-I zoning change are the same as those for the basic PD rezoning request. The procedures call for a two-step submittal with approval of a General Implementation Plan (GIP) and the subsequent submittal of a Detailed Implementation Plan (DIP). The application procedure is stated in Section 62-67.
- (c) *PD-I zoning lot.* The minimum zoning lot, for purpose of a PD-I submittal, shall include all abutting or adjacent parcels owned or otherwise controlled by the applicant for the PD-I zoning. The zoning lot may include more than one parcel and more than one owner. For purposes of applying the criteria and standards for PD-I zoning, the total area of the zoning lot shall be considered as one parcel regardless of the number of parcel Subdivisions that may exist.
- (d) *Standards and criteria for approval of a PD-I.* In addition to the general requirements for approval listed in Section 62-67, the following standards and criteria shall be used by the Village Plan Commission and Village Board when acting on a rezoning application in PD-I:
 - (1) Maximum impervious surface ratio:
 - a. Five-tenths residential.
 - b. Seven-tenths nonresidential and mixed use.
 - (2) Maximum floor area ratio: 0.70.
 - (3) Minimum required usable open space per dwelling unit: 100 SF/DU.
- (e) *Additional standards.*
 - (1) Screening and requirements for buffer yards shall be included as part of plan reviews. Such screening shall shield neighboring properties from any adverse external effects of the proposed developments. Screening and buffer yards shall also be used to shield the proposed development from the negative impacts of adjacent uses, such as streets, industrial uses, etc. Special emphasis shall be placed on screening the intrusion of automobile headlights on neighboring properties from parking areas and driveways.
 - (2) Pedestrian circulation should be carefully planned so as to prevent pedestrian use of vehicular ways and parking spaces. In all cases, pedestrian access shall be provided to public walkways.
 - (3) The usable open space required for residential development projects and mixed use residential projects shall be designed for use of each individual dwelling unit or shall be located and designed to be of utility to every dwelling unit proposed. This required usable open space shall be designed to maximum privacy and usability to the residence.
 - (4) Special emphasis shall be placed on trash collection points. Trash containers shall be screened and so designed so as to be conveniently accessible to their users and collectors.
 - (5) Within the PD-I District, mixed land uses may be proposed. However, they must be found to be compatible based on the site and building design proposed. Compatibility will also be judged on the basis of how well the proposed project fits within the context of the neighborhood and abutting properties. The basic intent of this Chapter and Village Comprehensive Plan must be adhered to.

- (6) Snow removal areas and procedures must be described in the plans.
- (7) All site lighting shall be controlled so as not to extend a direct light source onto abutting properties. Cutoff type luminaries shall be used and all lighting sheds shall be indicated in the plans.
- (8) The physical attributes of the site shall be respected with particular concern for preservation of natural features, tree growth and open space.
- (f) *Exceptions to standards.* Exceptions to these standards may be recommended by the Village Plan Commission, subject to final approval given by the Village Board.

(Code 1998, § 13-1-45; Ord. No. 2003-03, § 1(13-1-45), 3-24-2003)

Sec. 62-67. - PD Planned Development District.

(a) *General requirements.*

- (1) *Use regulations.* The uses allowable in this district are the uses approved as part of the general or detailed plan for particular sites that are placed in the Planned Development District.
- (2) *Density and dimensional regulations.* This Section sets no prescribed density or dimensional regulations in the Planned Development District.
- (3) *Off-street parking and loading.* There shall be no prescribed requirements for off-street parking and loading in the Planned Development District. However, in the review and approval of any general or detailed plan in a Planned Development District, due consideration shall be given to Subdivision IV of this Division of regulations and requirements for off-street parking and loading facilities for uses similar to those proposed in such plan.
- (4) *Standards.* The following standards shall apply in the review of all general or detailed plans proposed for the Planned Development District:
 - a. The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan.
 - b. The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood.
 - c. Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians.
 - d. The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances.
 - e. The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy.
 - f. The following provisions shall apply:
 - 1. In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents.
 - 2. Planned Development District housing impacts on community resources in the same manner as other new developments, which are characterized by division of land into

lots. In particular, the additional population density places demands upon Village parks and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate land or provide fees in lieu of land, in accordance with the procedures set forth in Section 62-64.

- g. The planned development will not adversely affect the ability of public agencies to provide school or other municipal services.
 - h. The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination of the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village.
 - i. The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties.
 - j. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point.
- (5) *Minimum area.* A Planned Development District shall not be less than three acres of contiguous land under the same ownership. This Subsection shall not be interpreted to prohibit the post-development sale of all or part of an approved PD subject to the provision of this Section and all applicable statutes and Subdivision regulations.
- (6) *Subdivision review.* The applicable Subdivision review under Chapter 56 shall be carried out as an integral part of the review of a Planned Development District. The plan required must be submitted in a form that substantially satisfies requirements of the Subdivision regulations for the Preliminary and Final Plat approvals. Subdivision application may be submitted for the whole, a part, or parts of the overall planned development as indicated by phases in the detailed plan for staged development.
- (b) ***Procedure for establishment of Planned Development Districts.*** The provisions set forth in Division 4 of this Article shall apply for the establishment of any Planned Development District, provided the amendatory ordinance shall be considered only in conjunction with a general or detailed plan.
- (c) *Preapplication procedures.* Applicants are encouraged to seek preapplication, conceptual review of proposed plans by the Plan Commission. The Plan Commission is under no obligation to give a response to such submittals at the same meeting as they are presented. The Plan Commission is entitled to seek outside assistance and sources of critique. No responses by the Plan Commission or by individual Plan Commissioners shall bind the Plan Commission or the Village unless the response is on behalf of the Plan Commission, is in writing and is expressed as a binding response.
- (d) ***Approval of general or detailed plan and adoption of zoning ordinance amendment.*** In the event that the Village Board approves a general (or detailed) plan and adopts a zoning amendment creating a Planned Development District in connection with such general (or detailed) plan, the requirements of the plan shall constitute the zoning regulations for the district and the zoning district maps shall be amended to show all lands included in such general (or detailed) plan as within the Planned Development District. In the approval of any general (or detailed) plan, the Village Board may stipulate any conditions or restrictions in the establishment, maintenance and operation of any uses proposed in such plan and may also require any guarantees, including the filing of a contract together with a surety, satisfactory in form to the Village Attorney and satisfactory in amount to the Village Engineer, with the Village to ensure that improvements will be installed and completed as proposed in the plan.

- (e) **Recording of approved general or detailed plans and zoning ordinance amendments.** Whenever the Village Board designates land as being within a Planned Development District, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved general (or detailed) plan, together with a certified copy of the related zoning ordinance amendment and any other action taken thereon by the Village Board. The cost for preparing a facsimile copy of the general (or detailed) plan in recordable form and the recording fee shall be paid by the owners of the lands included in the general (or detailed) plan.
- (f) **Changes or modifications to general or detailed plans and zoning ordinance amendments.** Any approved general or detailed plan, together with the related zoning ordinance amendment, may be amended in whole or in part pursuant to the same procedure and subject to the same limitations by which general or detailed plans were approved and the zoning ordinance amended. However, minor modifications may be made by any general or detailed plan upon approval of the Village Plan Commission provided that such modifications shall be in general conformity with the approved general or detailed plan and shall not substantially change the concept of such approved plan. All approved minor modifications shall become a part of the approved general or detailed plan and shall be recorded as provided in Subsection (e) of this Section. The Plan Commission shall decide whether a proposed amendment is minor or major, with appeals made to the Village Board.
- (g) **Construction of building and establishment of uses.** No zoning or building permit shall be issued until the detailed plan and the related zoning ordinance amendment have been recorded as required above. Within one year of the date of recording of any detailed plan and the zoning ordinance, construction thereon must begin; and construction must be substantially completed throughout the project within three years of such date of recording, unless extensions are granted by the Village Board. If initial construction has not begun within one year of the date of recording or within the prescribed time period granted as an extension by the Village Board, the approval of the detailed plan and the related zoning ordinance amendment shall become null and void, and the zoning shall revert to the classification that applied prior to the approval of the PDD zoning. No occupancy of dwelling units shall occur until all public works that have been scheduled to be completed before occupancy are completed to the satisfaction of the Village.
- (h) **Procedure for establishment of the Planned Development District—General plan for staged development.**
- (1) **Submittal of general plan.** The general plan shall contain any information and representations deemed necessary by the Plan Commission and shall consist of a statement entitled "Planned Development District—General Plan, Statement of Owner's Intent and Description of Development," which shall include, without limitation, the following:
- a. A legal description describing all of the tract of land included in the proposed development.
 - b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.
 - c. A statement describing the proposed development, including the character, method and operation of the development and a development schedule or timetable for construction.
 - d. A statement as to the following data or graphic information referenced to a map or plan of the proposed development:
 1. The location and size of the site including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets, including all public utilities and public easements.
 2. The use and approximate location and bulk of buildings and structures, including number of stories and dimensions of buildings.
 3. The approximate location of vehicular and pedestrian facilities, such as streets, sidewalks and off-street parking areas, including approximate number of parking spaces.

4. The approximate location of areas for public or common open spaces and for other public or semipublic uses.
5. A tabulation of land areas for the different types of uses in relation to the total area.
6. A tabulation of the gross floor areas of buildings by types of uses.
7. A tabulation of the number of types of dwelling units.

(2) **Review of general plan.** The Plan Commission shall review the general plan and determine whether it complies with the standards set forth in Subsection (h)(1) of this Section. Following the review of the general plan, the Plan Commission shall forward the petition to the Village Board, together with a recommendation that the general plan be either approved as submitted, or approved with modifications or disapproved.

(3) **Approval of general plan.**

- a. In the event that the Village Board approves the general plan and adopts the related zoning ordinance amendment, the zoning district maps shall be amended to include all of the lands within the general plan as within the Planned Development District (general plan approved). However, no building construction shall be permitted in any portion of the approved general plan until a detailed plan prepared in accordance with the requirements hereunder has been approved by the Village as provided below.
- b. In the event the Village Board fails to approve the general plan and ordinance, the Village Board shall communicate its objections back to the Plan Commission for reconsideration and further discussions.

(i) *Procedure for establishment of the Planned Development District—Detailed plan for staged development.*

(1) *Submittal of plan.* Within one year after the recording of the general plan and the copy of the related zoning ordinance amendment, a detailed plan for at least one stage of the general plan shall be filed with the Village Clerk-Treasurer, unless an extension is granted by such Village Board. The detailed plan shall contain any information and representation deemed necessary by the Plan Commission and shall consist of a statement entitled, "Planned Development District—Detailed Plan, Statement of Owner's Intent and Description of Development," which shall include without limitations, the following:

- a. A legal description describing all of the tract of land included in the proposed development, referenced to a locational map indicating the relationship of the tract to the total general plan.
- b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.
- c. A statement describing the proposed development, including the character, method and operation of the development, and a development schedule or timetable for construction. Where the formation of organizations such as a homeowners' association is proposed, such statement shall include any agreements, bylaws or covenants which govern the organizational structure, use, maintenance and protection of the development and any of its common services, common open spaces or other common facilities.
- d. A statement as to the following data or graphic information referenced to a map of the proposed development:
 1. The location and size of the site, including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets.
 2. The use and location of all buildings or structures, including the architectural character and design of each building, the number of stories and dimensions of each building, and the dimensioned yards between buildings or structures and lot lines.

3. The location of vehicular and pedestrian facilities, including dimensioned streets, walkways, access driveways, off-street parking spaces and loading berths, and refuse receptacle areas.
4. The location and size of areas for public or common open spaces and for other public and semi-public uses.
5. A grading plan, including any storm sewer system, a landscaping plan, and an erosion control plan.
6. A sanitary sewer and water distribution system plan.
7. A tabulation of land areas for the different uses in relation to the total tract area.
8. A tabulation indicating the number of buildings and the use and the total gross floor area for each building.
9. A tabulation indicating the number and types of dwelling units in each building.

(2) *Review of the detailed plan.*

- a. The Plan Commission shall review the detailed plan as a conditional use review and shall determine whether the plan complies with the standards set forth in Subsection (h)(1) of this Section and is in general conformance with the approved general plan. Following Plan Commission approval of a detailed plan, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved detailed plan and a certified copy of the Plan Commission action approving the same. The costs for copies and recording shall be paid by the owners of land within the plan areas.
- b. The action of the Plan Commission on the proposed detailed plan shall be appealable to the Village Board. The Village Board shall consult with the Plan Commission before making its appeal decision, but in no case shall a detailed plan be approved that is out of conformity with a general plan approved.

(3) *Approval of detailed plan.* Once the detailed plan is approved, the zoning district maps shall be amended to include all of the lands within the detailed plan as Planned Development District—detailed plan approved.

- (j) *Planned Development District—Single-stage procedure.* Upon request by applicants and subject to Village Board concurrence, the general and detailed stages of plan review and approval can be combined. Under this option, the plan is submitted in detailed form and is processed as is a general plan.

(Code 1998, § 13-1-46; Ord. No. 2003-03, § 1(13-1-46), 3-24-2003; [Ord. No. 2017-13](#), § 29, 7-24-2017)



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance 2019-23: an ordinance authorizing the annexation of lands included in the Lightfoot et al annexation petition #14264, from the Town of Cottage Grove and the Town of Pleasant Springs, to the Village of McFarland.

PREVIOUS ACTION:

The Village Board acquired parcel 071131380509 for the purpose of planning and developing a new community park.

ISSUE SUMMARY:

Lightfoot et al petition #14264 is a petition for direct annexation by unanimous approval. The request includes nine parcels, totaling 178.262 acres, located east of CTH AB and south of Siggelkow Road in the Town of Cottage Grove and Town of Pleasant Springs. The Village is one of the petition co-signers. Earlier this year the Village Board acquired parcel 071131380509 for the purpose of planning and developing a new community park.

Existing land uses in territory include two single family homes (3063 Siggelkow Road and 3274 CTH AB), agricultural crop land and open spaces, and a landscaping/nursery business (Avant Gardening & Landscaping). The territory in the petition includes a private road used to access two single family residences and the landscaping business. The current population of the territory proposed to be annexed is four. The petition has been signed by all property owners and electors residing in the annexation area. The landowners collectively desire to annex to the Village in order to obtain public water and sewer utilities and to develop the properties under Village zoning and land use policies and ordinances.

The Village's Comprehensive Plan Future Land Use Map designates the future land uses of these properties based on their existing uses. The intent for these areas, at the time the Comprehensive Plan was adopted in 2017, was to maintain the existing uses of properties and to limit any additional development to assure that rural uses do not impede long-term urban development, road or utility extensions. The Village anticipates continued Village expansion to the east with additional development occurring based on East End Economic Opportunities, refer to Map 8 of the Comprehensive Plan. As part of the continued planning of the future community park included in the annexation area, Village Staff will work with the Plan Commission in 2020 to update the Future Land Use Map to reflect changes in the Village's municipal boundary (1.5-mile plat review jurisdiction) and future land use needs.



The properties in the annexation petition will retain their existing zoning districts and regulations as set by Dane County. A map of the existing Dane County Zoning is included in the packet. The existing landscaping business has a deed restriction limiting uses of the property. Refer to attachment in the packet. This deed restriction will remain in place until the Village takes separate action to change the zoning for all of the properties from County to Village zoning. During this interim period, the Village will administer the existing Dane County Zoning regulations for these properties. A second ordinance will come forward to rezone the properties under the Village's Zoning Code, likely sometime after the Future Land Use Map amendments.

Within Dane County, petitions for annexation to municipalities are submitted to the Department of Administration for review under s. 66.0217(6). Within the packet is a copy of the Village's response to the WDOA Annexation Questionnaire and the WDOA Review Letter. The WDOA's role is to provide an advisory opinion whether the annexation is in the public interest or is against the public interest. Per the attached letter, the WDOA has determined that the annexation is in the public interest.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

Comprehensive Plan, Map 6 Future Land Use & Map 8 East End Economic Opportunities

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Plan Commission recommended to the Village Board to approve Ordinance 2019-23.

ATTACHMENTS:

1. 14264 Petitioners Submittal
2. 14264 Questionnaire - McFarland Response_10.31.19
3. McFarland Comprehensive Plan_Map 6_Future Land Use
4. McFarland Comprehensive Plan__Map 8_East End Economic Opportunities
5. Lightfoot et al Dane County Zoning Map
6. Lightfoot Deed Restrictions
7. 14264_20191113_DOA Review Letter
8. 2019-23 Annexation Ordinance - Full Version

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

Name: **MATT SCHUENKE**

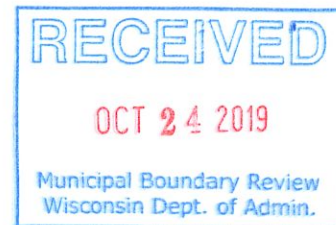
Address: **5915 MILWAUKEE STREET**

PO BOX 110

MCFARLAND, WI 53558

Email: **MATT.SCHUENKE@MCFARLAND.WI.US**

Office use only:



1. Town where property is located: **COTTAGE GROVE,
PLEASANT SPRINGS**

2. Petitioned City or Village: **MCFARLAND**

3. County where property is located: **DANE**

4. Population of the territory to be annexed: **4**

5. Area (in acres) of the territory to be annexed: **178.262**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **SEE PETITION**

Petitioners phone:

(608) 838-2303

Town clerk's phone:

**(608) 839-5021 COTTAGE
GROVE
(608) 873-3063 PLEASANT
SPRINGS**

City/Village clerk's phone:

(608) 838-3153

Contact Information if different than petitioner:

Representative's Name and Address:
ANDREW BREMER

5915 MILWAUKEE STREET

PO BOX 110

MCFARLAND, WI 53558

Phone: **(608) 838-2313**

E-mail:

ANDREW.BREMER@MCFARLAND.WI.US

Surveyor or Engineering Firm's Name & Address:
MSA PROFESSIONAL SERVICES

KEVIN LORD

1702 PANKRATZ STREET

MADISON, WI 53704

Phone: **(608) 242-6617**

E-mail: **KLORD@MSA-PS.COM**

Required Items to be provided with submission (to be completed by petitioner):

1. ☒ Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
2. ☒ Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
3. ☒ Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - ☒ Unanimous per [s. 66.0217 \(2\)](#), or,
 - OR
 - ☐ Direct by one-half approval per [s. 66.0217 \(3\)](#)
5. ☒ Check or money order covering review fee [see next page for fee calculation]

(2012)

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$350 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$1,400 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$1,750 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**



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

October 18, 2019

Department of Administration
Attn: Review of Annexations
PO Box 1645
Madison, WI 53701

RE: Unanimous Consent Annexation Petition

To whom it may concern:

Enclosed please find a copy of a Petition for Direct Annexation via Unanimous Consent filed with the Village Clerk for the Village of McFarland on October 18, 2019. This Petition includes a legal description (Exhibit A) of the area being considered for annexation and a scaled map (Exhibit B) depicting the same. The Village initiated this petition as Property Owner of 3234 County Highway AB (Parcel #018/0711-313-8050-9).

Please review and let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Schuenke', is written over a horizontal line.

Matthew G. Schuenke
Village Administrator

**PETITION FOR DIRECT ANNEXATION
UNDER WIS. STATS. § 66.0217(2)**

RECEIVED

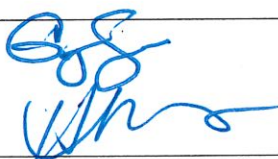
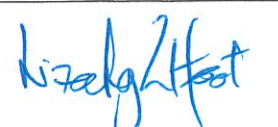
OCT 18 2019

Village of McFarland

To the Village Board of the Village of McFarland:

1. The undersigned hereby petitions for direct annexation of the territory described on Exhibit A attached hereto to the Village of McFarland, Dane County, Wisconsin, whereby said territory would be detached from the Town of Cottage Grove and Town of Pleasant Springs both within Dane County, Wisconsin, pursuant to Wis. Stats. § 66.0217(2).
2. Attached hereto as Exhibit B is a scale map which accurately reflects the legal description of the property to be annexed and the boundary of the annexing Village and includes a graphic scale on the face of the map.
3. The current population of the territory proposed to be annexed is 4.
4. This Petition is signed by the owners of all of the real property within the territory proposed to be annexed and by all electors residing in the territory proposed to be annexed. This is a unanimous Petition.

Owner of All Lands Within the Territory Proposed to be Annexed:

Address	Parcel Number	Signature	Printed Name	Date of Signing	Elector Population	Total Population
3274 County Highway AB	018/0711-313-8651-2		ORSO SPANIT Helen Williams	10/16/19 10/16/19	2	2
3234 County Highway AB	018/0711-313-8050-9		BRAD CZEBATAR	10/15/19	0	0
	018/0711-313-8030-3		ELIZABETH LIGHTFOOT	10/16/19	0	0
	018/0711-313-8003-6		ELIZABETH LIGHTFOOT	10/16/19	0	0
3055 Siggelkow Road	018/0711-314-9001-5		ELIZABETH LIGHTFOOT	10/16/19	0	0

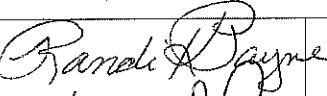
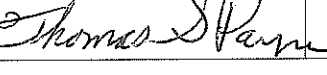
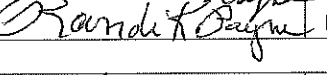
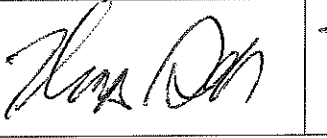
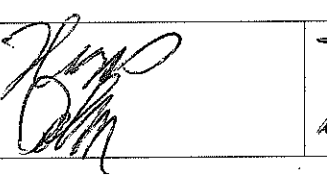
Address	Parcel Number	Signature	Printed Name	Date of Signing	Elector Population	Total Population
3063 Siggelkow Road	018/0711- 313-9550-2		Randi K Payne	10-17-19	2	2
			Tom S Payne	10-17-19		
	046/0611- 062-8020-1		Tom S Payne	10-17-19	0	0
			Randi K Payne	10-17-19		
	018/0711- 313-9002-5		Thomas DeBede	10/16/19	0	0
	046/0611- 062-8095-2		Thomas DeBede	10/16/19	0	0

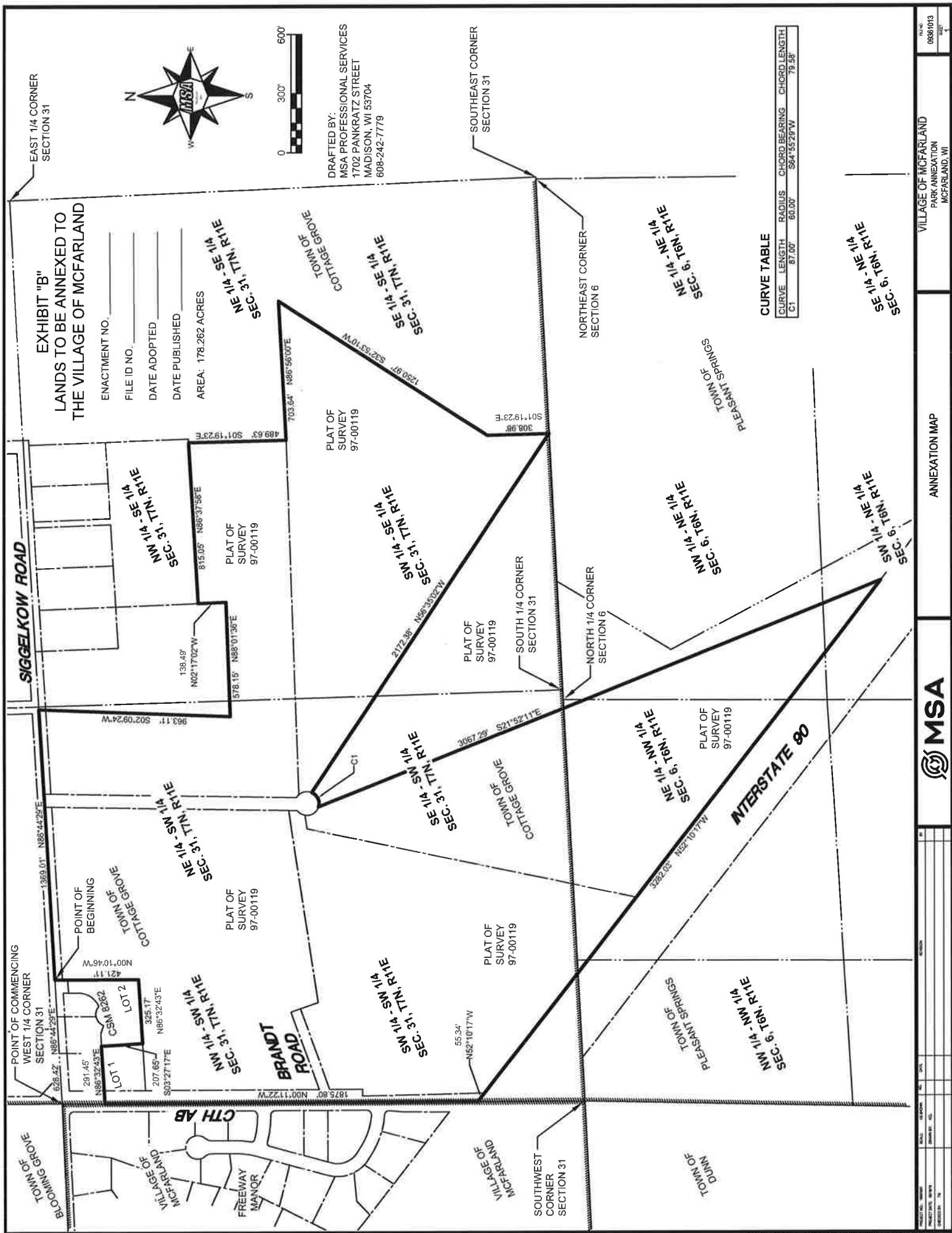
EXHIBIT A

Annexation Legal Description

Lot 1 of CSM 8262, and parts of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 7 North, Range 11 East, and parts of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 6 North, Range 11 East all in Dane County, Wisconsin, more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 31; thence North $86^{\circ}44'29''$ East along the North line of the Southwest $\frac{1}{4}$ of said Section 31, a distance of 628.42 feet to the Point of Beginning; thence continuing North $86^{\circ}44'29''$ East along the said North line, a distance of 1369.01 feet; thence South $02^{\circ}09'24''$ West, a distance of 963.11 feet; thence North $88^{\circ}01'36''$ East, a distance of 578.15 feet; thence North $02^{\circ}17'02''$ West, a distance of 138.49 feet; thence North $86^{\circ}37'58''$ East, a distance of 815.05 feet to the East line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31; thence South $01^{\circ}19'23''$ East along the said East line, a distance of 489.63 feet to a point on the South line of the North $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 31; thence North $86^{\circ}56'00''$ East along the said South line, a distance of 703.64 feet; thence South $32^{\circ}53'10''$ West, a distance of 1250.97 feet to a point on the said East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31; thence South $01^{\circ}19'23''$ East along the said East line, a distance of 308.98 feet; thence North $56^{\circ}35'02''$ West, a distance of 2172.38 feet; thence southwesterly 87.00 feet along a non-tangent curve to the right having a radius of 60.00 feet, the chord of said curve bears South $64^{\circ}55'29''$ West a distance of 79.58 feet; thence South $21^{\circ}52'11''$ East, a distance of 3067.29 feet to a point on the northeasterly right-of-way of Interstate 90; thence North $52^{\circ}10'17''$ West along the said northeasterly right-of-way, a distance of 3282.03 feet to a point on the easterly right-of-way of County Trunk Highway (CTH) AB; thence continuing North $52^{\circ}10'17''$ West along the said northeasterly right-of-way line of Interstate 90 extended northwesterly, a distance of 55.34 feet to the West line of the Southwest $\frac{1}{4}$ of said Section 31; thence North $00^{\circ}11'22''$ West along the said West line, a distance of 1875.80 feet to a point of intersection with the North line of Lot 1 of Certified Survey Map (CSM) No. 8262 extended West; thence North $86^{\circ}32'43''$ East along the North line of said Lot 1 extended westerly and the North line of said Lot 1, a distance of 291.45 feet to the Northeast corner of said Lot 1; thence South $03^{\circ}27'17''$ East along the East line of said Lot 1, a distance of 207.65 feet to the Southeast corner of said Lot 1; thence North $86^{\circ}32'43''$ East along the South line of Lot 2 of said CSM No. 8262, a distance of 325.17 feet to the Southeast corner of said Lot 2; thence North $00^{\circ}10'46''$ West along the East line of said Lot 2 and said line extended northerly, a distance of 421.11 feet to the Point of Beginning.

Said parcel contains 7,765,101 square feet or 178.262 acres more or less including areas within Sigglekow Road, CTH AB, and Brandt Road.



Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **Lightfoot et al**

Petition Number: **14264**

1. Territory to be annexed: From **TOWN OF COTTAGE GROVE and TOWN OF PLEASANT SPRINGS** To **VILLAGE OF MCFARLAND**

2. Area (Acres): 178.262

3. Pick one: ☒ Property Tax Payments

OR

☐ Boundary Agreement

a. Annual town property tax on territory to be annexed:

\$ \$30.19 T. Pleasant Springs, \$3,504.84 T. Cottage Grove

a. Title of boundary agreement _____

b. Year adopted _____

b. Total that will be paid to Town \$154.30 TPS
(annual tax multiplied by 5 years): \$17,524.20 TCG

c. Participating jurisdictions _____

d. Statutory authority (pick one)

c. Paid by: ☐ Petitioner ☐ City ☒ Village

☐ s.66.0307 ☐ s.66.0225 ☐ s.66.0301

☐ Other: _____

4. Resident Population: Electors: 4 Total: 4

5. Approximate **present land use** of territory:

Residential: 1.2 % Recreational: 0 % Commercial: 2.3 % Industrial: 0 %

Undeveloped: 96.5 %

6. If territory is undeveloped, what is the **anticipated use**?

Residential: 40 % Recreational: 20 % Commercial: 6 % Industrial: 0 %

Other: 34 % Other denotes environmental corridors

Comments: This area lies adjacent to the Village's Planned East Side Growth Area. The Village purchased land within the petition area for the purpose of constructing a community park to serve both existing residents and future neighborhoods in this area.

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☒ No

Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village?

Single Family Residential - Plat of Freeway Manor

In the town?: Interstate, agriculture & undeveloped open space, single family homes

9. What are the **basic service needs** that precipitated the request for annexation?

☒ Sanitary sewer ☒ Water supply ☒ Storm sewers

☒ Police/Fire protection ☒ EMS ☒ Zoning

Other Annexation of Village owned property to become new 36-acre community park.

Police service in the Town is provided by Dane County and Fire/EMS is provided by the Village of McFarland. Annexation would greatly improve response times for current and future residents for police service due to closer proximity. The Village is also capable of offering full public utility to the area including water, sewer, and storm sewer. The Village also has full jurisdictional control of its zoning. The ability to provide public utilities and full jurisdictional control of zoning offers greater density and more flexibility with land uses than within the Town.

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No

Town ☐ Yes ☒ No

If yes, approximate timetable for providing service:

Sanitary Sewers immediately
or, write in number of years.

City/Village ☐
5-10

Town ☐

Water Supply immediately
or, write in number of years.

☐
5-10

☐

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☒ Yes ☐ No

Existing sanitary sewer and water supply are 1.25 miles from the petition area. As development occurs in the planned East Side Growth Area public sanitary and water utilities will be extended to the boundary of the annexation area to support planned development in the petition area. Developments benefiting from these utilities will pay their proportionate share of the cost for necessary capital expenditures.

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town?

☒ Yes ☐ No

Is this annexation consistent with your comprehensive plan?

☒ Yes ☐ No

b. How is the annexation territory now zoned?

RR-1 Rural Residential, RM-16 Rural Mixed Use, AT-35 Agricultural Transition, A1-EX Exclusive Agriculture, FP-B Farmland Preservation Business, GC General Commercial

c. How will the land be zoned and used if annexed?

TBD, likely a combination of RH-1 Rural Homes, R-1 Single Family, A1 Agriculture Transition, CO Conservancy

12. Elections: ☒ New ward or ☐ Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

13. Other relevant information and comments bearing upon the public interest in the annexation:

This area lies adjacent to the Village's Planned East Side Growth Area. The Village purchased land within the petition area for the purpose of constructing a community park to serve both existing residents and future neighborhoods in this area. Other land owners within the petition desire to be included within the Village to gain access to Village services and enable future development under Village zoning and utilities.

Prepared by: ☐ Town ☐ City ☒ Village

Name: Andrew Bremer

Email: Andrew.Bremer@McFarland.wi.us

Phone: 608-838-3154

Date: 10-31-2019

(March 2018)

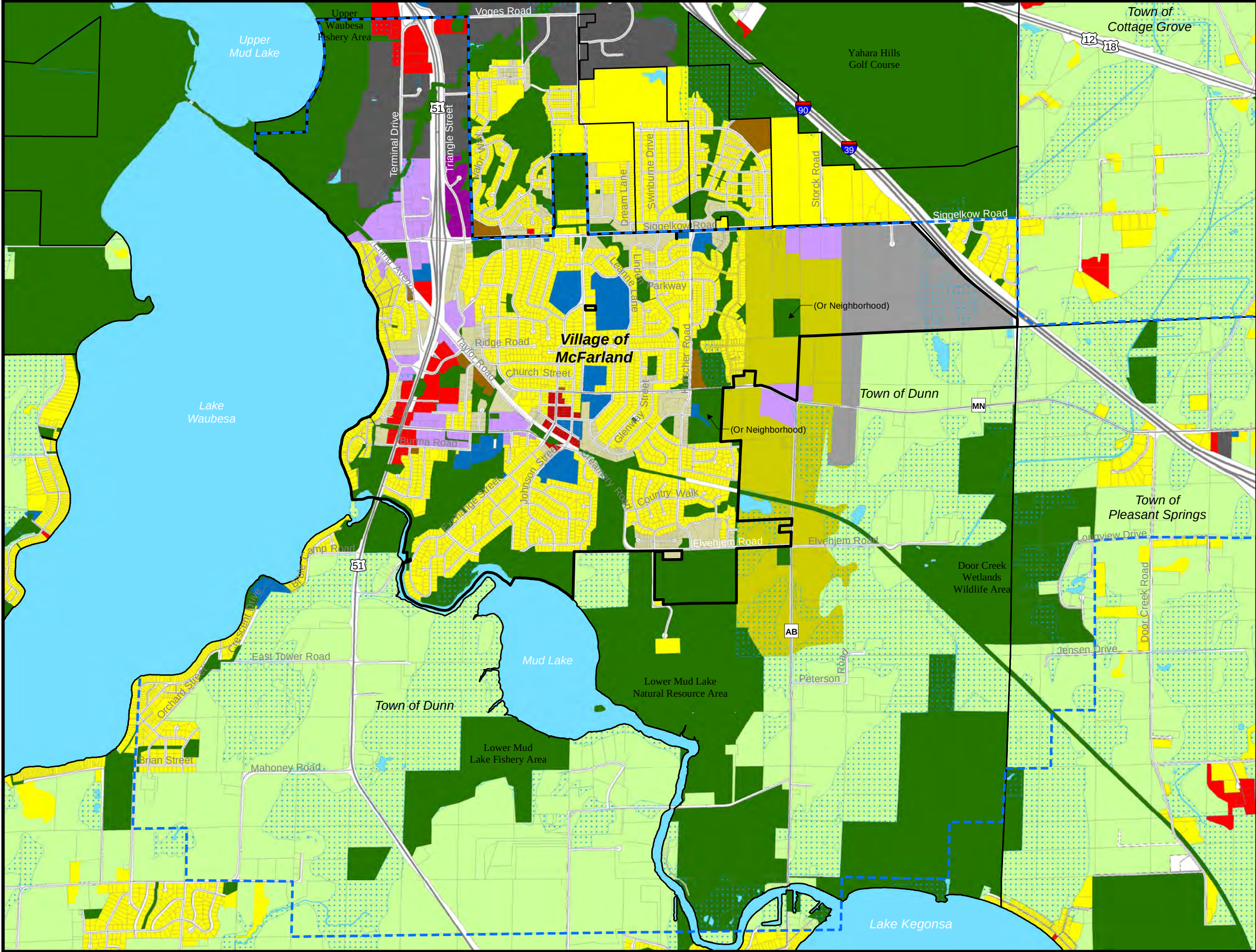
Please **RETURN PROMPTLY** to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104



MAP 6

FUTURE LAND USE



COMPREHENSIVE PLAN

Legend

Future Land Use

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

--- Village of McFarland Extraterritorial Jurisdiction Boundary

⬢ Village of McFarland Limits (8/18)

⬢ Other Municipal Limits (2018)

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



Date: May 2019

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



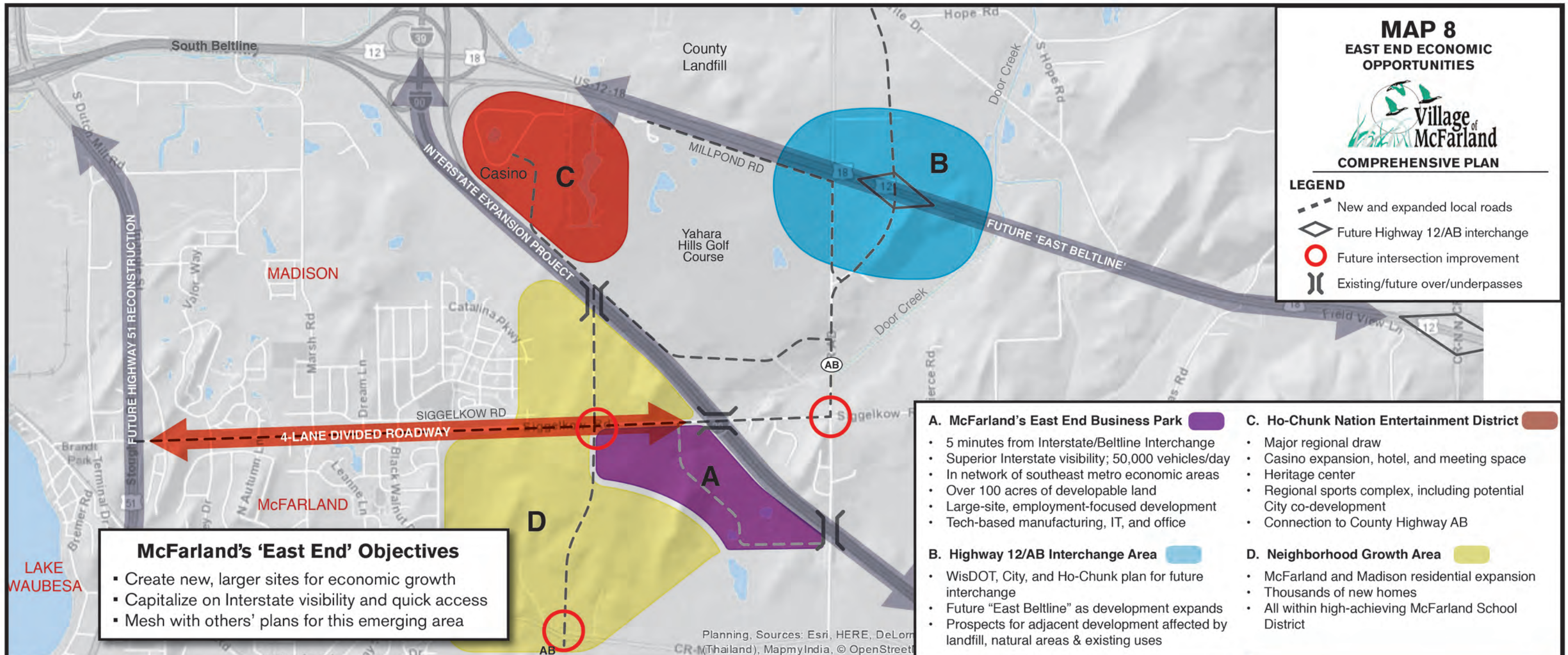
MAP 8 EAST END ECONOMIC OPPORTUNITIES



COMPREHENSIVE PLAN

LEGEND

- New and expanded local roads
- Future Highway 12/AB interchange
- Future intersection improvement
- Existing/future over/underpasses



McFarland's 'East End' Objectives

- Create new, larger sites for economic growth
- Capitalize on Interstate visibility and quick access
- Mesh with others' plans for this emerging area

A. McFarland's East End Business Park

- 5 minutes from Interstate/Beltline Interchange
- Superior Interstate visibility; 50,000 vehicles/day
- In network of southeast metro economic areas
- Over 100 acres of developable land
- Large-site, employment-focused development
- Tech-based manufacturing, IT, and office

B. Highway 12/AB Interchange Area

- WisDOT, City, and Ho-Chunk plan for future interchange
- Future "East Beltline" as development expands
- Prospects for adjacent development affected by landfill, natural areas & existing uses

C. Ho-Chunk Nation Entertainment District

- Major regional draw
- Casino expansion, hotel, and meeting space
- Heritage center
- Regional sports complex, including potential City co-development
- Connection to County Highway AB

D. Neighborhood Growth Area

- McFarland and Madison residential expansion
- Thousands of new homes
- All within high-achieving McFarland School District



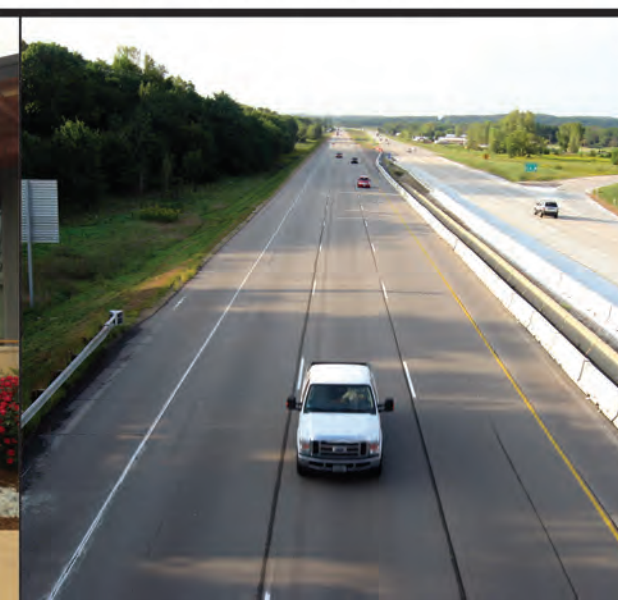
Larger business park sites



Planned highway improvements



Nearby lodging and meeting space

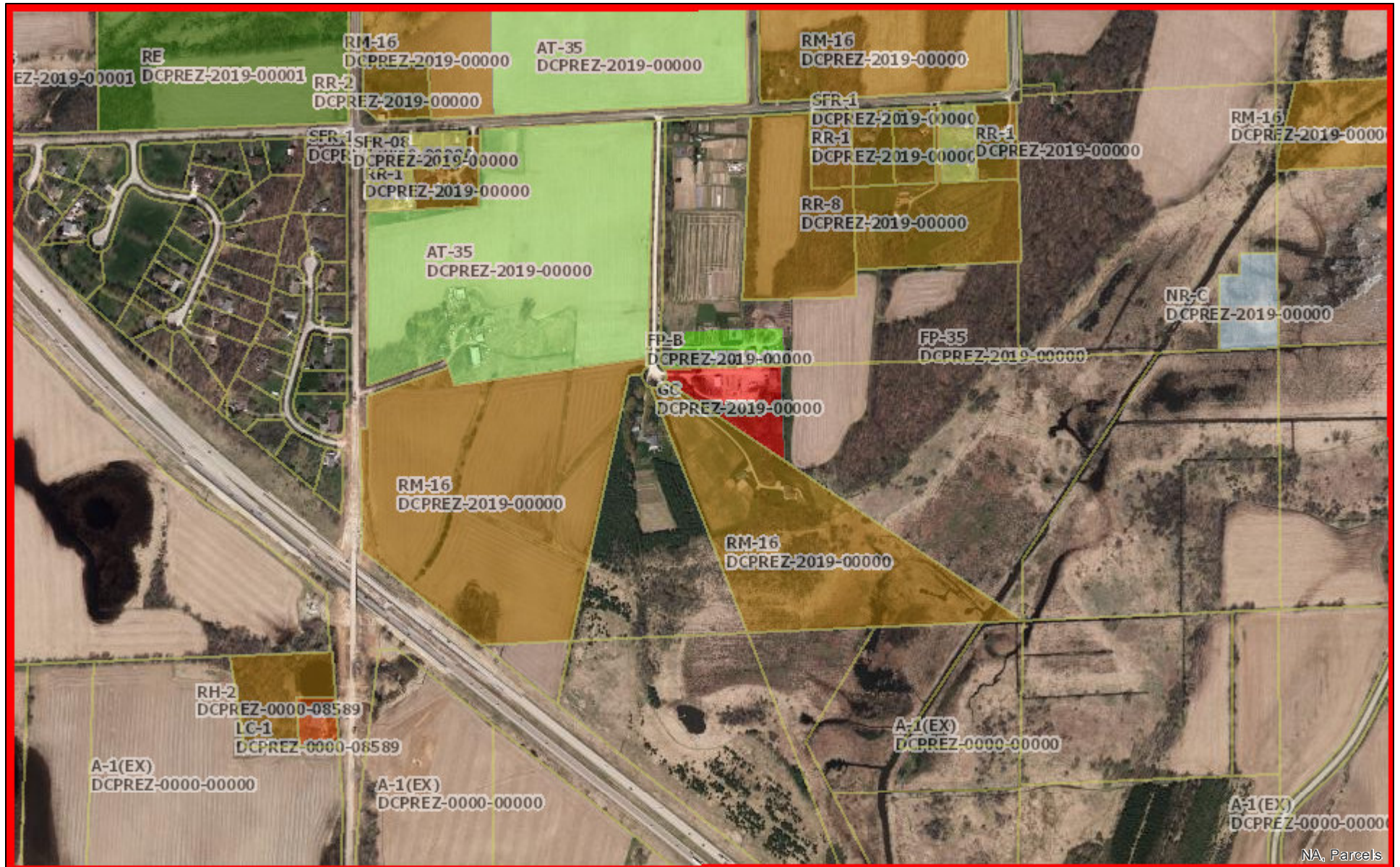


5-minute access to Interstate 39-90-94



Skilled, growing workforce nearby

Dane County Zoning Map



November 14, 2019

Parcels

0 437.5 875 1,750 Feet





9 1 2 1 6 0 2
Tx:8838110

Amendment of Restrictions

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5311561**

03/13/2017 12:47 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 4

Document Number

Document Title

Recording Area

Name and Return Address

Attorney Joseph P. Bartol
Stroud, Willink & Howard, LLC
P.O. Box 2236
Madison, WI 53701-2236

0711-314-9001-5; 0711-313-8003-6

Parcel Identification Number (PIN)

THIS INSTRUMENT DRAFTED BY:

Roger Lane
Dane County Zoning Administrator

This information must be completed by submitter: *document title, name & return address, and PIN (if required)*. Other information such as the *granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.*

AMENDMENT OF RESTRICTIONS

PETITION 11048

Use black ink & print legibly

This Amendment of Restrictions Agreement is made by and between the County of Dane, the Town of Cottage Grove, and Elizabeth Lightfoot, the owner of the following described real estate:

Recording area

Name and return address:

0711-314-9001-5;
0711-313-8003-6

PARCEL IDENTIFICATION NUMBER(S)

Property Description:

A-B Agricultural Business zoned property

A part of the Northeast 1/4 of the Southwest 1/4 and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, T7N, R11E, Town of Cottage Grove more fully described as follows: Commencing at the West 1/4 corner of said Section 31; thence N86°44'29"E, 1570.40 feet along the East-West quarter line; thence S00°54'36"E, 1271.42 feet; thence along a curve to the right with a radius of 60.00 feet, with a chord bearing and length of S50°36'53"E, 18.92 feet to the point of beginning; thence N31°46'54"E, 269.41 feet; thence N88°01'36"E, 461.10 feet; thence S02°34'39"E, 224.00 feet to a point on the south line of said 1/4 1/4; thence S88°01'36"W, 75.00 feet along said South line; thence N02°34'39"W, 135.00 feet; thence S88°01'36"W, 155.00 feet; thence S02°34'39"E, 135.00 feet to a point on the south line of said 1/4 1/4; thence S88°01'36"W, 383.15 feet along said South line to the point of beginning, containing 99,387 Sq. Feet or 2.28 Acres.

C-1 Commercial zoned property

A part of the Southeast 1/4 of the Southwest 1/4 and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, T7N, R11E, Town of Cottage Grove more fully described as follows: Commencing at the West 1/4 corner of said Section 31; thence N86°44'29"E, 1570.40 feet along the East-West quarter line; thence S00°54'36"E, 1271.42 feet; thence along a curve to the right with a radius of 60.00 feet, with a chord bearing and length of S50°36'53"E, 18.92 feet to a point on the North line of said 1/4 1/4 and the point of beginning; thence N88°01'36"E, 592.00 feet along said North line; thence S01°58'24"E, 193.24 feet; thence S88°01'36"W, 402.00 feet; thence N56°35'02"W, 223.29 feet; thence along a curve to the left with an arc length of 68.00 feet, with a radius of 60.00 feet, with a chord bearing and length of N09°04'32"W, 64.42 feet to a point on the North line of said 1/4 1/4 and the point of beginning, containing 158,334 Sq. Feet or 3.63 Acres.

WHEREAS, pursuant to the approvals granted under Dane County Zoning Ordinance Amendment #8623, the owner(s) of the above described land placed restrictions on said property limiting the agricultural business and limited commercial uses on the property found under Register of Deeds Document #3806289, recorded on September 9, 2003.

WHEREAS, the owner(s) of the subject property submitted a written petition under Dane County Zoning Ordinance Amendment #11048 to change the zoning district classifications of the above described property and calling for the amendment of the restrictions in document #3806289 to allow the expansion of agricultural business and commercial uses (retail sales of nursery stock and related landscaping materials produced on the property, and the operation of a landscape and gardening business).

WHEREAS, following the submittal of petition #11048, and after holding a public hearing, the Town Board of the Town of Cottage Grove, the Dane County Board of Supervisors, and the Dane County Executive approved the requested zoning map amendment and amendment of the restrictions.

WHEREAS, approval of zoning map amendment was published on December 1, 2016.

THEREFORE, the previous restrictions, recorded in document #3806289, attached herein as Exhibit A, are hereby amended and replaced by the following restrictions on the above-described property:

1. Uses of the A-B Agricultural Business and C-1 Commercial zoned areas described above are limited exclusively to: retail sales limited to nursery stock produced on the property, bagged soil, compost, and fertilizer; and operation of a landscape and gardening business.

Signature of County Clerk

By:

Scott McDonell, Dane County Clerk

STATE OF WISCONSIN, County of

Dane

Subscribed and sworn to before me on 12-12-2016 by the above named person(s).

Signature of notary or other person
authorized to administer an oath
(as per s. 706.06, 706.07)

Chrismore

Print or type name:

Chrismore

Title

Notary

Date commission expires:

12-18-18

Signature of Town Clerk

By:

Kim Banigan

Kim Banigan, Town of Cottage Grove Clerk

STATE OF WISCONSIN, County of

Dane

Subscribed and sworn to before me on 3/8/17 by the above named person(s).

Signature of notary or other person
authorized to administer an oath
(as per s. 706.06, 706.07)

Rose Schuett Brice

Print or type name:

Rose Schuett Brice

Title

Legal Assistant

Date commission expires:

6/25/17

Signature of Owner(s)

8 March 2017

Date

Date

Signature of Grantor (owner)

Elizabeth Lightfoot

Signature of Grantor (owner)

Joseph P. Bartol

*Name printed

*Name printed

STATE OF WISCONSIN, County of

Dane

Subscribed and sworn to before me on 3/8/2017 by the above named person(s).

Signature of notary or other person
authorized to administer an oath
(as per s. 706.06, 706.07)

Diana M. Eisenberg

Print or type name:

Diana M. Eisenberg

Title

Attorney

Date commission expires:

Permanent

This document was drafted by:
(print or type name below)

Dane County Zoning Administrator



TONY EVERS

GOVERNOR

JOEL BRENNAN

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

November 13, 2019

PETITION FILE NO. 14264

CASSANDRA SUETTINGER, CLERK
VILLAGE OF MCFARLAND
5915 MILWAUKEE ST
MC FARLAND, WI 53558-8962

KIM BANIGAN, CLERK
TOWN OF COTTAGE
GROVE
4058 COUNTY RD N
COTTAGE GROVE, WI
53527-9503

MARIA P. HOUGAN, CLERK
TOWN OF PLEASANT
SPRINGS
2354 COUNTY RD N
STOUGHTON, WI 53589-2875

Subject: LIGHTFOOT ET AL ANNEXATION

The proposed annexation submitted to our office on October 24, 2019, has been reviewed and found to be in the public interest.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory.

The subject petition is for territory that is contiguous to the Village along its western side and is homogenous to the Village given the annexation's overall configuration and the level of municipal services requested. Specifically, Petitioners request Village sewer and water service, storm sewers, police and fire protection, Emergency Medical Service (EMS), and Village zoning. In its returned questionnaire, the Village indicates that it can provide all these municipal services. Some services the Village can provide immediately, while others such as sewer and water service will require infrastructure improvements. To serve the annexation territory, the Village plans to construct a sewer lift station at the corner of Siggelkow Road and County Highway (CTH) AB.

This annexation territory falls within the Village's larger planned *East Side Growth Area*, which is an area the Village anticipates will develop rapidly over the next several years as the Ho Chunk Nation Entertainment District (just to the north) expands to include a hotel, conference center, and sports complex. The area also figures to develop rapidly due to WiDOT's possible construction of a new interchange at Highway 12/CTH AB as part of its ongoing *Madison Beltline Study*.¹ Two east-side Village business parks could further push new urban growth in this area. Furthermore, the Village is co-signer of this annexation petition because it recently purchased 36-acres of territory for use as future parkland to serve the *East Side Growth Area's* future residents.

In its returned questionnaires, the Towns of Cottage Grove and Pleasant Springs indicate that the Village's

¹ See: <https://wisconsindot.gov/Pages/projects/by-region/sw/madisonbeltline/default.aspx>

comprehensive plan does not include the annexation territory within its *East Side Growth Area*. Instead, the *East Side Growth Area* is shown as stopping just short on the other side of CTH AB. Wisconsin statutes do not require annexations to be consistent with local comprehensive plans. However, it is good planning practice that they be consistent. The Village indicates that development proposals in this area have outpaced comprehensive plan amendments, but that the Village does intend to update its comprehensive plan to extend the *East Side Growth Area* east of CTH AB.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14264 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2338>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,



Erich Schmidtke, Municipal Boundary Review

cc: petitioner

ORDINANCE NO. 2019-23
AN ORDINANCE ANNEXING LANDS FROM THE
TOWN OF COTTAGE GROVE AND TOWN OF
PLEASANT SPRINGS TO THE VILLAGE OF
MCFARLAND

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

WHEREAS, a proper petition having been presented seeking direct annexation, pursuant to Wis. Stats. §66.0217(2), of the property legally described on Exhibit “A,” attached hereto, to the Village of McFarland, Wisconsin; and

WHEREAS, the signatories on the petition constitute the qualified electors, and the owners of the real property in assessed value within the territory legally described in Exhibit “A;” and

Cassandra Suettinger
Village of McFarland
P.O. Box 110
McFarland, WI 53558-0110

Tax Parcel No. See Exhibit “C”

WHEREAS, a scale map of the land proposed for annexation is attached hereto as Exhibit “B;” and

WHEREAS, the current population of the annexed property is 4; and

WHEREAS, pursuant to Wis. Stats. §66.0217(14)(a)1. the Village shall pay to the Town of Cottage Grove for the property legally described in Exhibit "B," annually for 5 years, an amount equal to the property taxes that the Town of Cottage Grove would levy on the annexed territory identified in Exhibit "A" and as graphically depicted in Exhibit "B;" and

WHEREAS, pursuant to Wis. Stats. §66.0217(14)(a)1. the Village shall pay to the Town of Pleasant Springs for the property legally described in Exhibit "B," annually for 5 years, an amount equal to the property taxes that the Town of Pleasant Springs would levy on the annexed territory identified in Exhibit "A" and as graphically depicted in Exhibit "B;" and

WHEREAS, the Department of Administration has reviewed the proposed annexation under Wis. Stats. §66.0217(6)(a) and has found that the annexation is in the public interest; and

NOW, THEREFORE, the above-described property is hereby annexed from the Town of Cottage Grove and the Town of Pleasant Springs, respectively, and is hereby located in the following districts:

A. Portion located in the Southwest and Southeast Quarter of Section 31, Town 7 North, Range 11 East: Ward 13 of the Village of McFarland, and in the School District of McFarland, County Supervisory District 36, Assembly District 47 and Senate District 16.

B. Portion located in the Northwest and Northeast Quarter of Section 06, Town 6 North, Range 11 East; Ward 14 of the Village of McFarland, and in the School District of McFarland, County Supervisory District 34, Assembly District 47 and Senate District 16.

This Ordinance shall take effect upon its passage.

[signature page follows]

Adopted on roll call at a regular meeting of the Village Board of the Village of McFarland held on the 25th day of November, 2019.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Clerk

ORDINANCE 2019 -23	
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:	

I certify that on the 25th day of November, 2019, the foregoing Ordinance Annexing Lands from the Town of Cottage Grove and Town of Pleasant Springs to the Village of McFarland was adopted by a vote of __ ayes and __ nays by the Village Board of the Village of McFarland, Dane County, Wisconsin.

Cassandra Suettinger, Village Clerk-Treasurer

EXHIBIT A

Annexation Legal Description

Lot 1 of CSM 8262, and parts of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 7 North, Range 11 East, and parts of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 6 North, Range 11 East all in Dane County, Wisconsin, more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 31; thence North $86^{\circ}44'29''$ East along the North line of the Southwest $\frac{1}{4}$ of said Section 31, a distance of 628.42 feet to the Point of Beginning; thence continuing North $86^{\circ}44'29''$ East along the said North line, a distance of 1369.01 feet; thence South $02^{\circ}09'24''$ West, a distance of 963.11 feet; thence North $88^{\circ}01'36''$ East, a distance of 578.15 feet; thence North $02^{\circ}17'02''$ West, a distance of 138.49 feet; thence North $86^{\circ}37'58''$ East, a distance of 815.05 feet to the East line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31; thence South $01^{\circ}19'23''$ East along the said East line, a distance of 489.63 feet to a point on the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 31; thence North $86^{\circ}56'00''$ East along the said South line, a distance of 703.64 feet; thence South $32^{\circ}53'10''$ West, a distance of 1250.97 feet to a point on the said East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31; thence South $01^{\circ}19'23''$ East along the said East line, a distance of 308.98 feet; thence North $56^{\circ}35'02''$ West, a distance of 2172.38 feet; thence southwesterly 87.00 feet along a non-tangent curve to the right having a radius of 60.00 feet, the chord of said curve bears South $64^{\circ}55'29''$ West a distance of 79.58 feet; thence South $21^{\circ}52'11''$ East, a distance of 3067.29 feet to a point on the northeasterly right-of-way of Interstate 90; thence North $52^{\circ}10'17''$ West along the said northeasterly right-of-way, a distance of 3282.03 feet to a point on the easterly right-of-way of County Trunk Highway (CTH) AB; thence continuing North $52^{\circ}10'17''$ West along the said northeasterly right-of-way line of Interstate 90 extended northwesterly, a distance of 55.34 feet to the West line of the Southwest $\frac{1}{4}$ of said Section 31; thence North $00^{\circ}11'22''$ West along the said West line, a distance of 1875.80 feet to a point of intersection with the North line of Lot 1 of Certified Survey Map (CSM) No. 8262 extended West; thence North $86^{\circ}32'43''$ East along the North line of said Lot 1 extended westerly and the North line of said Lot 1, a distance of 291.45 feet to the Northeast corner of said Lot 1; thence South $03^{\circ}27'17''$ East along the East line of said Lot 1, a distance of 207.65 feet to the Southeast corner of said Lot 1; thence North $86^{\circ}32'43''$ East along the South line of Lot 2 of said CSM No. 8262, a distance of 325.17 feet to the Southeast corner of said Lot 2; thence North $00^{\circ}10'46''$ West along the East line of said Lot 2 and said line extended northerly, a distance of 421.11 feet to the Point of Beginning.

Said parcel contains 7,765,101 square feet or 178.262 acres more or less including areas within Sigglekow Road, CTH AB, and Brandt Road.

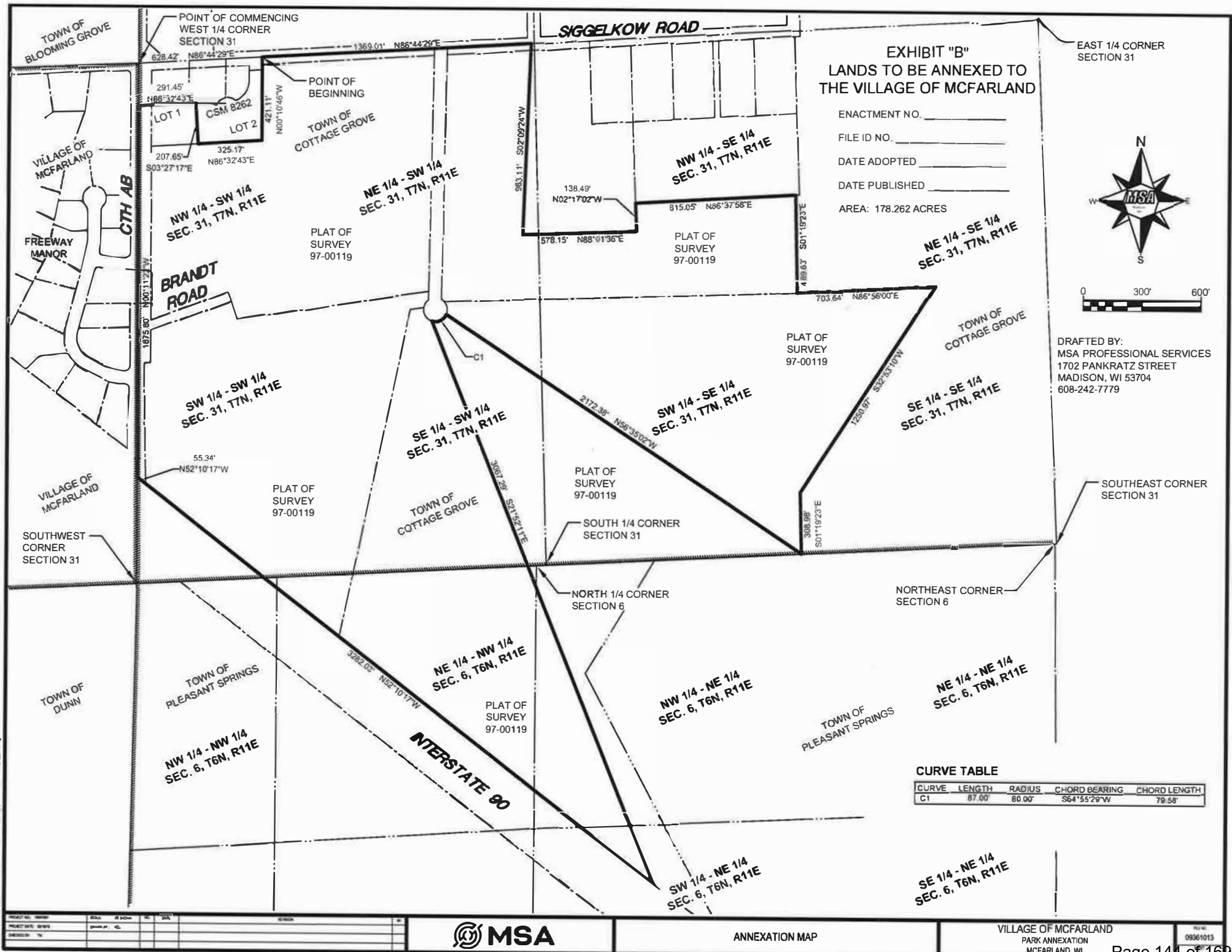


EXHIBIT "B"
LANDS TO BE ANNEXED TO
THE VILLAGE OF MCFARLAND

ENACTMENT NO. _____
FILE ID NO. _____
DATE ADOPTED _____
DATE PUBLISHED _____
AREA: 178.262 ACRES



DRAFTED BY:
MSA PROFESSIONAL SERVICES
1702 PANKRATZ STREET
MADISON, WI 53704
608-242-7779

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	87.00'	80.00'	S64°55'29"W	79.58'

PROJECT NO. 10000	DATE 08/20/2010	BY MSA
PROJECT NAME: PARK ANNEXATION	PROJECT NO. 10000	DATE 08/20/2010
DRAWN BY: TIA	CHECKED BY: TIA	DATE 08/20/2010



ANNEXATION MAP

VILLAGE OF MCFARLAND
PARK ANNEXATION
MCFARLAND, WI

09361013

EXHIBIT C
TAX PARCEL NUMBERS

018/0711-313-8651-2
018/0711-313-8050-9
018/0711-313-8030-3
018/0711-313-8003-6
018/0711-314-9001-5
018/0711-313-9550-2
046/0611-062-8020-1
018/0711-313-9002-5
046/0611-062-8095-2



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Public Works

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

AGENDA ITEM: Discussion and action regarding a proposal for architectural services related to the design and bidding of improvements to the Public Works Facility.

PREVIOUS ACTION:

The Public Works Committee reviewed the plan and toured the facility at its meeting on September 10, 2019.

The Public Works Committee reviewed the enclosed proposal at its meeting on November 19th and recommends approval.

ISSUE SUMMARY:

Earlier this year the Public Works Committee toured and reviewed plans for improvements to the Public Works Facility. The funding for which has already been included in the 2020 Program Year of the 2019-2023 Capital Improvement Plan and is also included within the soon to be approved 2020 Budget.

Enclosed within your packet is a conceptual drawing of the planned improvements as well as an estimated cost. The project will remodel the offices, create new work spaces, add new storage opportunities to the garage, repave the yard, replace roof, and add sustainable elements to the site. In order to implement this work we need to shift from planning to design and included within your packet is a proposal from the architect to move the project into the design/bid phase. Staff will work with the consultant to prepare a design for the Committee to review and approve prior to going for bid. Ultimately then once bids are received they will be brought back for consideration and final approval by the Village Board.

FINANCIAL/BUDGET IMPACT:

The 2020 Budget is set to be approved with \$1,000,000 in funds to support the proposed improvements estimated for the project. Only about \$700,000 of this is proposed for borrowing as the remainder will come from a sinking fund setup to address maintenance needs of our facilities. The final borrowing amount will be determined upon receipt of bids and other determinations of cost for the project.



The cost for the proposal is \$66,500 and is included within the total budget for the project.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

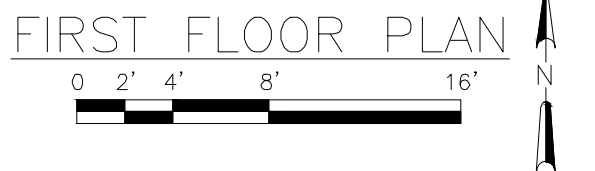
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval as recommended by Committee.

ATTACHMENTS:

1. 2019-08-15 DPW Preferred Alt
2. 2019-08-15 DPW OPPC
3. McFarland DPW Final Design and Bidding Proposal_Strand Associates



**FIRST FLOOR PLAN AND MEZZANINE
PREFERRED ALTERNATIVE**

PROJECT MGR.
BRENDAN KRESS



McFarland DPW Evaluation

Preliminary Project Budget - DPW

Date: 08/15/2019 - Rev. XX/XX/XXXX



Project Square Footage = 19,385

Square Foot Cost Estimate (hard costs)

Note: Cost primarily derived from RSMeans Cost Guides + recent project cost comparisons

System / Component	Qty	Unit	Unit \$	SD Budget	Notes
Site Repairs/Development					
Repave East Lot, Within Fence	1	LS		\$110,000	
		subtotal		\$110,000	
Exterior and Interior Improvements					
Roof Replacement - Roof Hugger System	19,385	sf	\$8	\$155,080	
Panel Replacement and Bollards (16)	1	LS	\$25,000	\$25,000	
Mezzanine	750	sf	\$100	\$75,000	
Level 1 Renovation	1,610	sf	\$40	\$64,400	1
Level 2 Renovation	945	sf	\$80	\$75,600	1
Level 3 Renovation and New Construction	400	sf	\$150	\$60,000	1
		subtotal		\$455,080	
		Sub-Total Component Costs		\$565,080	
General Requirements	10%			\$56,508	
Contractor Overhead and Profit	15%			\$84,762	
Estimating Contingency	10%			\$56,508	
		Estimated Construction Total		\$762,858	
Owner FF&E Costs (NIC by owner)					
FF&E Budget	2,955	sf	\$10.00	\$29,550	Office Area Only
		Total		\$29,550	
Project Soft Costs					
A/E Fee Budget				\$91,543	
Plan Review Fees				\$2,500	
Site Survey and Geotech				\$0	Not Req'd
Legal, Insurance, Testing				\$5,000	
Owner Contingency @ 5%				\$38,143	
		Total		\$137,186	
Total Project Cost Summary					
Construction Total				\$762,858	
FF&E Total				\$29,550	
Soft Cost Total				\$137,186	
				\$929,594	

Notes:

1 Costs per sf include demolition of existing and modifications to existing or new MEP systems



November 15, 2019

Mr. Matt Schuenke
Village Administrator
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Re: Proposal for Engineering Services for Department of Public Works Building Renovation

Dear Mr. Schuenke:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to provide our proposal for Final Design and Bid-Phase Services for the Village of McFarland Department of Public Works Building Renovation. This letter discusses our *Project Understanding*, *Scope of Services*, *Project Schedule*, and *Proposed Fees*.

Project Understanding

It is our understanding that the Village wishes to begin final design for renovations to the existing Public Works Building, which will include renovation of the existing entry and reception area to include a new entrance on the south side of the building; modifications to the existing storage room to create new office space; the addition of a new Lab/Water Testing Room; a new 750-square-foot (sf) mezzanine; modifications to the existing mechanical system, including a new air handling unit; and replacement of the roof. Site improvements will include repaving the storage yard to the east of the existing building. The scope below reflects our understanding of the necessary services to complete design of the facility.

Scope of Services

Our proposed Scope of Services is as follows:

- **Final Design Services**
 - Conduct a project kickoff meeting with the Village to review the program, general layouts, and project details based on the approved preliminary design prepared by our firm in August 2019.
 - Perform topographic survey of the project site, limited to the site work areas.
 - Review State of Wisconsin and Village of McFarland codes and requirements applicable to the Department of Public Works Building Renovation.
 - Prepare design development drawings, specifications (50 percent completion), and other documents to describe the size and character of the civil, architectural, structural, mechanical, electrical, and communication systems.
 - Prepare an opinion of probable cost at approximately 50 percent completion.
 - Participate in a 50 percent completion design development document review meeting to be held at the project site and attended by two staff members.
 - Incorporate review decisions and comments, as appropriate, into drawings and specifications following the 50 percent design development review meeting.

Mr. Matt Schuenke
 Village of McFarland
 Page 2
 November 15, 2019

- o Prepare bid documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings as follow:
 - Site drawings, as required, for the repaving of the existing east storage yard
 - Architectural and structural building drawings, sections, details, schedules, and specifications
 - Plumbing, heating, ventilation, and air conditioning drawings, details, isometric drawings, schedules, and specifications
 - Electrical and communications system drawings and specifications, including power and lighting
 - o Prepare a final opinion of probable cost.
 - o Participate in a 90 percent completion design development document review meeting to be held via screen-share technology.
 - o Submit final drawings and specifications sealed by a registered architect or engineer to the State of Wisconsin Department of Safety and Professional Services and the Village of McFarland.
- **Bid-Related Services**
 - o Distribute bid documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to the Village of McFarland for publishing. Prepare five hard copy sets of bid documents for the Village's use.
 - o Attend prebid meeting.
 - o Prepare addenda, if required, and answer questions during bidding.
 - o Attend bid opening, tabulate and analyze bid results, assist the Village in the award of a single lump sum Construction Contract, and provide a bid results letter to the Village.
 - o Prepare three sets of Contract Documents for signature by contractor and the Village.

Information Provided by the Village of McFarland

- Access to Village of McFarland Department of Public Works staff.
- Access to the existing Public Works Facility site.

Project Schedule

Task	Date
Executed Contract (Begin Work)	December 6, 2019
Final Design	December 6, 2019 – February 7, 2020
● Attend 50% Design Review Meeting	January 10, 2020
● Attend 90% Design Review Meeting	January 31, 2020
● Complete Final Design	February 7, 2020
Bid Phase	February 7, 2020 – April 3, 2020
● Advertise for Bidding	March 6, 2020
● Award Construction Contract	April 3, 2020
Construction Phase	April 3, 2020 – July 31, 2020

Mr. Matt Schuenke
Village of McFarland
Page 3
November 15, 2019

Proposed Fees

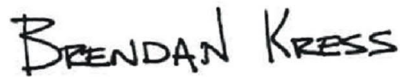
The services defined above can be provided for an estimated fee, based on hourly rate plus expenses, of \$58,800 for Final Design Services and \$7,700 for Bid-Phase Services.

This letter is not to be considered an agreement between Strand Associates, Inc.® and the Village of McFarland, but, rather, as an indication of the potential costs of a project of this nature. If approved, we will prepare a Task Order and submit it to the Village of McFarland for review and signature. Once the Task Order is executed, work on the project will begin.

Thank you again for the opportunity to submit this proposal. We look forward to continuing to work with the Village of McFarland and Department of Public Works staff. If the Village has any questions, comments, or needs additional information, please call me at (608) 251-4843.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink that reads "BRENDAN KRESS". The letters are slightly slanted and connected, with a casual, professional style.

Brendan Kress, AIA

9901971/BMK:mah



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding a proposal to exchange property with the McFarland School District.

PREVIOUS ACTION:

The Small Group meeting was held last on August 12, 2019 between our two entities. This group was supportive of the swap.

The Village Board met in closed session to discuss the swap on August 12, 2019 and November 11, 2019.

ISSUE SUMMARY:

Enclosed please find a memorandum outlining a proposal jointly presented by the Village Administrator and School Superintendent. Within this proposal, it outlines the general terms by which land would be swapped between our organizations. The land the Village would receive as detailed in the proposal would facilitate the siting of a Public Safety Facility while the land the School would receive would allow for a future school to be constructed as needed. This is important to both entities but very important to the Village as it gives an outlet to address needed facility shortfalls for our public safety services and upon their vacating existing space provides an opportunity to develop the Community Center concept at the Municipal Center.

The School District Board has reviewed this proposal and ratified it at their meeting on November 18th.

FINANCIAL/BUDGET IMPACT:

There will be some consultant costs in the form of surveyors and attorney's to complete the land division as well as deed process. This will be accounted for within existing funding levels to complete starting at the end of 2019 and going into 2020.

The key financial impact is that neither entity has to purchase more land to facilitate future facility needs, likely saving millions of dollars in debt service.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. District-Village Land Swap Memorandum 11082019 mgs
2. Exhibit A - Lecy Site
3. Exhibit B - Public Safety Site Plan
4. Exhibit C - Park Site
5. Exhibit D - School Site Plan

Memorandum

To: School Board for School District of McFarland
Village Board for Village of McFarland

From: Andrew Briddell, School Superintendent
Matthew G. Schuenke, Village Administrator

Date: November 8, 2019

Re: **Proposal Regarding School District/Village Land Swap**

Executive Summary

The School District and Village have been discussing a potential land swap to help advance future facility projects for their respective organizations. This discussion initially was held at the Staff level but evolved into the Small Group Meetings and our respective Boards to further evaluate and receive feedback on this work. The first Small Group Meeting on this issue was held on August 12th which comprised members of the School Board and Village Board to discuss the concept. Both the School Board and Village Board have held their respective meetings on the topic in the late Summer and early Fall as well. The discussions have been very positive and direction provided to continue to have Staff evaluate and bring forward a proposal to complete the swap. This memorandum summarizes that proposal as a means to continue the discussion regarding the potential land swap and the issues surrounding it.

Background

The Village continues to examine possible development sites for a Public Safety Facility that houses police, fire, ems, and municipal court. This type of facility as a standalone facility would free up the space necessary to develop a Community Center in the heart of the Village as has long been desired. The Village has identified about 5 acres owned by the School District that is adjacent to developed baseball fields that would be suitable for this project. The current approved site plan for this area is for it to be used by the School District as green space. The Village acquired property on the far east side in June of 2019 and it was discussed whether the School District would be interested in swapping land that they presently have for a portion of land just acquired by the Village. In doing so, the District could position themselves on a larger piece of property for future facility development within their growth pattern.

Proposed Swap

A summary of the proposed swap is provided as follows:

- Village Property – The Village would receive the frontage on County Highway MN at what is referred to as the “Lecy Site” (Exhibit A). The property in question is approximately 5.15 acres in size and presently zoned for R1. The Village would inherit future road improvements to County Highway MN that the School District has already agreed to pay a portion of by separate existing agreement. The adjoining land use to the south is already developed as baseball fields and would not present any conflicts with this facility. Some very conceptual planning work has been completed thus far to demonstrate the location of the Public Safety Facility on this property (Exhibit B) to confirm its viability.
- School Property (Exhibit C) – The School District would receive the frontage on Siggelkow Road at what is referred to as the “Park Site”. The property in question is approximately 9.04 acres in size and will be zoned to RH-1 upon annexation from the Town. Most of the surrounding area is undeveloped with a handful of single family homes but mostly agricultural/rural land uses. The School District would inherit future road improvements to Siggelkow Road to be determined in the future. The Village will conduct a master planning effort to study the future public development of the Park Site as a Community Park. This planning effort will take in account the School District’s ownership of the property to the north and incorporate its use through appropriate transitions between the properties. These transitions would include but not limited to shared playground, green space, athletic fields, and stormwater improvements. Some very conceptual planning work has been completed thus far to demonstrate the location of the school site on this property (Exhibit D) to confirm its viability.

Both entities would agree to a right of first refusal with the other if they were ever to sell the property they receive helping to protect the civic intent of their future land use. It cannot be overstated that the focus of this proposal is to provide a rational and justifiable basis for swapping the land indicated. It is in no way defining or otherwise deciding the facility improvements that are conceptually presented within. These facility concepts are included for perspective as part of the consideration to swap the land to again demonstrate how each site can be used for the purposes intended.

Benefits

Partnering on a land swap between our two entities has several advantages for the Communities they represent. The following is a short summary of the positives behind such a swap:

- Neither entity has to buy land for our future capital facility needs. The swap saves both organizations and their constituents millions of dollars in debt service costs in order to acquire property.
- Both locations are strategically located in geographic areas of need to best serve the public. Without the swap, we may be forced to place these facilities in areas that are not as efficient or responsive for the services to be provided.
- The remaining undeveloped property currently at the Lecy Site is not as conducive for school development if that were desired there in the future. The swap increases the acreage to a level necessary to house the type of school needed in future at no cost.
- Alleviates the School District from having to fund improvements on County Highway MN.

Recommendations

Both the School Superintendent and Village Administrator have worked at length on this topic as a priority for the future of our organizations. It also demonstrates an ability to work together to solve issues of mutual interest. We jointly recommend our respective Board's accepting this proposal as a means to approve the land swap between the School District and Village. Acceptance of the proposal will then facilitate next steps to prepare Certified Survey Maps to subdivide the properties and finally deeds to convey ownership. All of which would be completed within the first quarter of 2020. In order to do this though, the key first steps is acceptance of this proposal to approve the land swap.

Exhibits

Exhibit A – Map of Property to be Received by Village.

Exhibit B – Conceptual Site Plan for Public Safety Building.

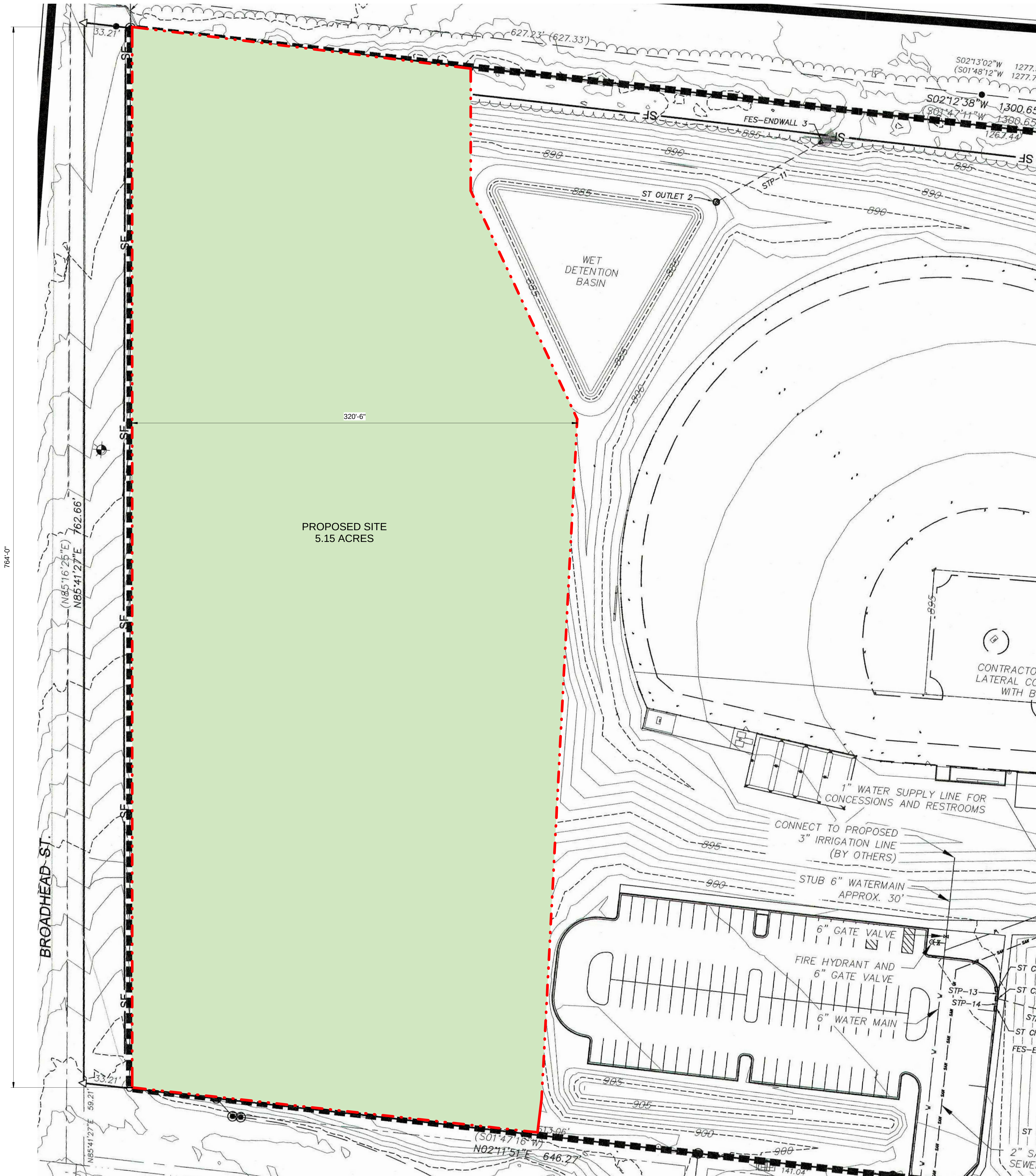
Exhibit C – Map of Property to be Received by School.

Exhibit D – Conceptual Site Plan for a TBD School.

Exhibit A

LEGEND

PROPOSED SITE



PROPOSED PROPERTY LINE AND AREA

McFARLAND PUBLIC SAFETY BUILDING
VILLAGE OF MCFARLAND
MCFARLAND, WI

JOB NO.
1426.001

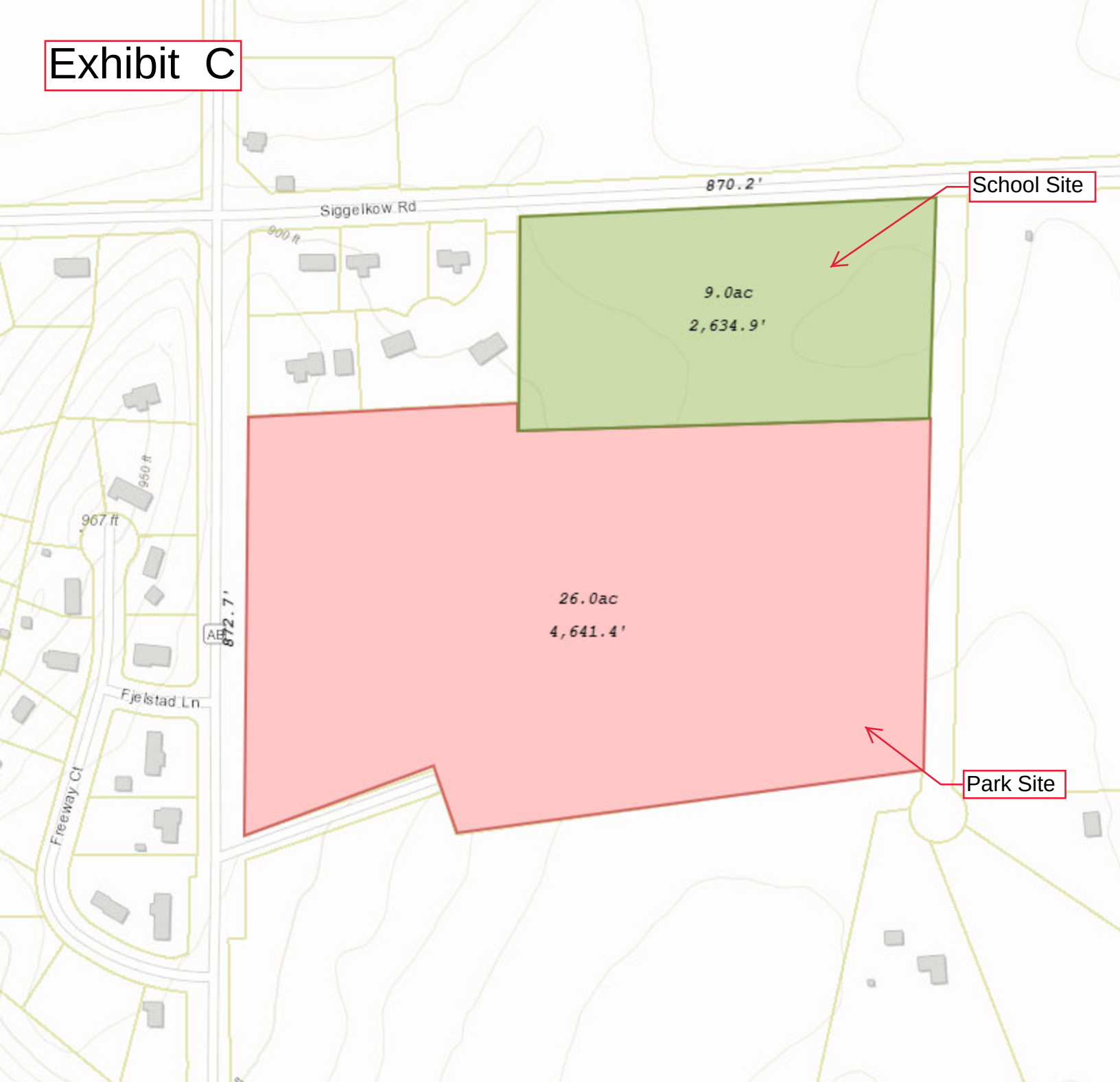
PROJECT MGR.
BRENDAN KRESS

SA
STRAND
ASSOCIATES[®]

SHEET
C

NOT FOR
CONSTRUCTION

Exhibit C





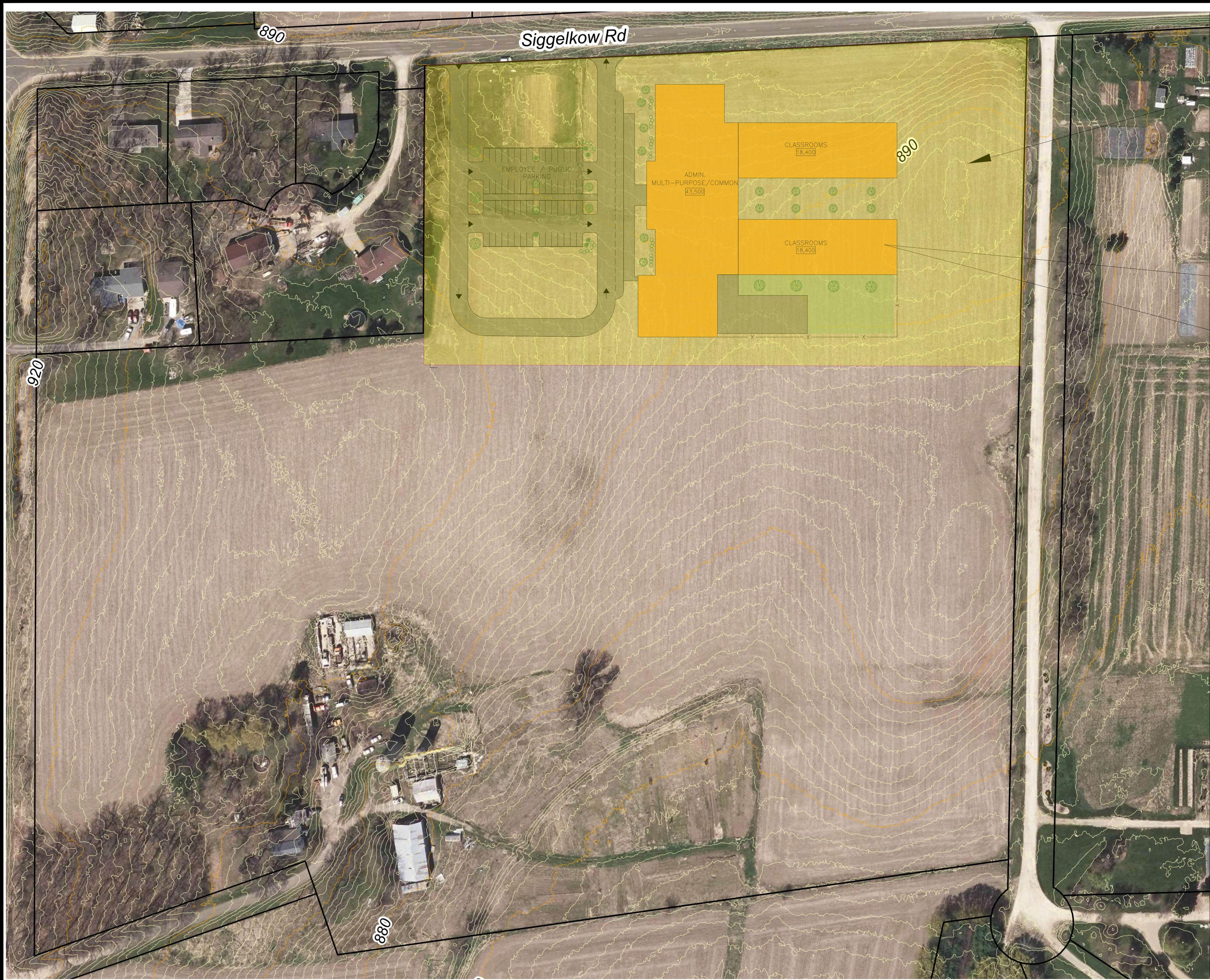
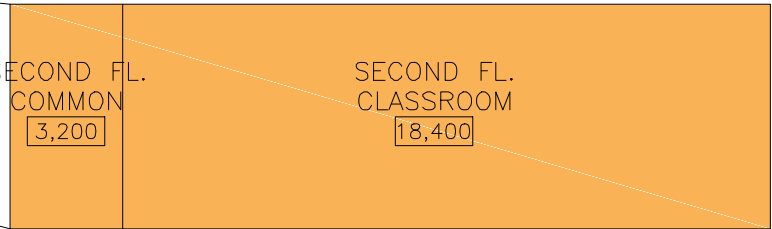


Exhibit D

SITE AREA = 9.04 ACRES



LEGEND

- FENCE — x —
- MAIN VEHICLE CIRCULATION —>
- ROOM/AREA NAME —> OFFICE
- SIZE IN S.F. —> 100

- SITE AREA = [yellow box]
- BUILDING/STRUCTURE = [orange box]
- ASPHALT/CONCRETE PAVING = [grey box]
- EXTERIOR FACILITIES = [green box]

SITE PLAN
NO SCALE

NO.	REVISIONS	DATE
0		

ELEMENTARY SCHOOL MASTER PLAN - OPTION A

ELEMENTARY SCHOOL MASTER PLAN
VILLAGE OF MCFARLAND
DANE COUNTY, WISCONSIN

JOB NO.
1426.001

PROJECT MGR.
BRENDAN KRESS



SHEET

G1.1



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, November 25, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Andrew Bremer,
Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance 2019-25: an ordinance to update animal licensing fees and zoning fees within the Fee Schedule in Appendix A of the Code of Ordinances.

PREVIOUS ACTION:

ISSUE SUMMARY:

The proposed Ordinance amendment provides updates to two sections of appendix A regarding fees:

1. Chapter 5 Dog Licensing - The current Village dog license fee is comprised of two portions, Dane County's portion and the Village's portion. As you will see from the attached email from Dane County Public Health, Dane County approved a \$5 increase to all 2020 dog licenses. The increase is intended to ensure the Human Society contract is fully funded to ensure strays, abandoned, and impounded animals are adequately cared for. In 2020 the fee for a neutered/spayed dog will go to \$18.00. The Village will remit \$13.75 to the County, and retain \$4.25 for the administrative fee of processing dog licenses. For an unneutred/unspayed animals will go to \$23.00. The Village will remit \$18.75 to the County, and retain \$4.25 for the administrative fee of processing dog licenses. It is important to note, the Village IS NOT proposing to increase it's administrative portion, the increase is only to account for the County's portion.

2. Chapter 62 Zoning Fees - Annually the Plan Commission provides a recommendation to the Village Board regarding any updates to existing Community Development Department fees.

The meeting packet includes a table which highlights other Department permit fees with comparisons to other communities within the County. Based on the data collected, the Village's fees for preliminary plats, final plats, and CSM are in line with other peer communities. Fees for CUP, Zoning Text/Zoning Map, and Variances are on the lower end of the range compared to peer communities.



CUP: Peer Average = \$370, McFarland = \$275

Zoning (text or map): Peer Average = \$405, McFarland = \$175-\$250

Variance: Peer Average = \$380, McFarland = \$250

Based on the analysis some adjustment to these fees may be warranted particularly if the Village has not adjusted these fees recently. Suggested modifications include: CUP = \$350, Zoning (text or map) = \$400, Variance = \$350.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Appendix A of the Village Code of Ordinances regarding fees.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends approval of the proposed increases to fees for Dog Licensing and Community Development Fees.

The Plan Commission recommended approval of the proposed increases for Community Development Fees

ATTACHMENTS:

1. 2019-25 An Ordinance to Amend Fee Schedule (Appendix A)
2. Dane County Email - Notice of Dog Fee Increase
3. 2019 PC fee app comparison_11.15.19

ORDINANCE NO. 2019-25

AN ORDINANCE TO UPDATE ANIMAL LICENSING FEES AND ZONING FEES WITHIN THE FEE SCHEDULE IN APPENDIX A OF THE CODE OF ORDINANCES

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

Sponsor: Village Clerk/Treasurer and Community Development Director

Recommended Referral: None required.

Public Hearing: None required.

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

1. The Portion in Appendix A, Fees, identifying the fees charged for animal licensing arising from charges in Chapter 5 is hereby amended to read as follows:

CHAPTER 5—ANIMALS

<u>5-43</u>	Dog and cat licenses:	
	Neutered male dog or cat/spayed female dog or cat	\$18.00 13.00
	Unneutered male dog or cat/unspayed female dog or cat	\$23.00 18.00
<u>5-48(a)</u>	Kennel license (per year)	\$100.00 (up to 12) plus \$3.00 each additional animal over 12

2. The Portion in Appendix A, Fees, identifying the fees charged for Zoning fees arising from charges in Chapter 62 is hereby amended to read as follows:

<u>62-108(a)(5)</u>	Conditional use permit application <i>and issuance</i> fee	\$370 275.00, plus actual legal and engineering costs, including publication and notification charges incurred by the Village
<u>62-343(d)</u>	Fee for processing a petition for a zoning change or amendment Text amendment Map amendment	\$405 250.00 plus actual legal costs, including publication and notification charges. \$405 250.00 plus publication and notification charges.

<u>62-363(e)</u>	Application for hearing before Board of Zoning Appeals	\$380 250.00, plus actual legal and engineering costs, including publication and notification charges incurred by the Village
------------------	--	--

3. Effective Date. This Ordinance is effective upon passage and publishing.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 25th day of November, 2019.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk/Treasurer

ORDINANCE 2019 – 25	
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:	

Cassandra Suettinger

From: Hausbeck, John <JHausbeck@publichealthmdc.com>
Sent: Wednesday, November 13, 2019 7:51 AM
To: 'ABarten@ci.cambridge.wi.us'; 'alyssa.gross@mounthorebwi.info'; 'amy.hall@mounthorebwi.info'; 'aruechel@marshall-wi.com'; 'bburns@ci.middleton.wi.us'; 'bgadmin@blmgrove.com'; 'bobbi@cross-plains.wi.us'; 'bonnieingraham@sbcglobal.net'; 'brian.lamers@ci.verona.wi.us'; 'bristolclerk@bristoltownhall.com'; 'bsmithback@msbonline.com'; 'bwilson@villageofbelleville.com'; Cassandra Suettinger; 'cdekemper@cityofsunprairie.com'; 'chasslinger@town.dunn.wi.us'; 'chegglund@cityofedgerton.com'; 'clerk@brooklynwi.gov'; 'clerk@towncg.net'; 'darnold@town.oregon.wi.us'; 'dctownofbluemounds@gmail.com'; 'dhendrickson@villageofbelleville.com'; 'dianah@town.springfield.wi.us'; 'dshaw@town.middleton.wi.us'; 'Dwinter@village.cottage-grove.wi.us'; 'egoplin@mhtc.net'; 'hendersonj@vi.deforest.wi.us'; 'henningr76@netscape.net'; 'hlicht@ci.stoughton.wi.us'; 'jfriedl@ci.stoughton.wi.us'; 'jhanewall@townofalbion.net'; 'jhanson@town.oregon.wi.us'; 'JWright@town.verona.wi.us'; 'Kadie@windsorwi.gov'; 'kathy.wilson@townofchristiana.com'; 'kholzhueter@yahoo.com'; 'kmbeuthin@gmail.com'; 'kvanderkooi@cityofsunprairie.com'; 'laide@ci.stoughton.wi.us'; 'lbrait1545@yahoo.com'; 'lburns@ci.middleton.wi.us'; 'lkalata@village.cottage-grove.wi.us'; 'Lmoen@ci.cambridge.wi.us'; 'lnovinska@vil.oregon.wi.us'; Matt Schuenke; 'mbohse@ci.middleton.wi.us'; 'mccredie@deerfieldwi.com'; 'mhoutakker@ci.monona.wi.us'; 'Misty Dodge'; 'mmichkek@bluemoundsvillage.com'; 'montrose@chorus.net'; 'montrosetreasurer@chorus.net'; 'Patti Keichinger'; 'primrosetreasurer@outlook.com'; 'Robert Anderson'; 'rockdale5@frontier.com'; 'roxburytreas@merr.com'; 'tcptreas@tds.net'; 'thekahls@tds.net'; 'tovtreas@centurytel.net'; 'townofbluemounds@gmail.com'; 'townofburke@frontier.com'; 'townofdanetreasurer@gmail.com'; 'treasurer@town.rutland.wi.us'; 'treasurer@towncg.net'; 'treasurer@townofmedina.org'; 'treasurer@townofsunprairie.info'; 'treasurer@townofvermont.com'; Franklin, Craig
Subject: RE: Proposed change to county dog tax

All,

Update on the dog tax: the increase was approved by the County Board at Monday's meeting. The County dog tax is \$11 as of Jan 1 2020. Please refer to the information below for explanation as to why this tax was increased.

John

From: Hausbeck, John
Sent: Friday, September 27, 2019 10:12 AM
To:
Subject: Proposed change to county dog tax

All,

We license dogs in WI because it is state law; and, it's something we have always done. But there is more to it than that. Dog licensing became common throughout the USA in the 1940's and early 1950's in response to the number of human rabies cases caused by dog bites. This action dramatically decreased the number of human rabies cases to the current rate of 2-3 cases per year nationally. Dog licensing also supports the services we provide in our Animal Services Program and the care that stray, abandoned, and impounded animals get at the Dane County Humane Society (DCHS). DCHS is under contract with us to serve as the County shelter and receive these unwanted animals from our Animal Services Officers, local law enforcement, and the general public. Last year, DCHS admitted nearly 2,400 animals.

Through the budget process, Public Health Madison and Dane County has proposed an increase to the County Dog tax to assure the Dane County Humane Society contract is fully funded so that the care of stray, abandoned and impounded animals is maintained. The animals receiving care are mainly dogs and cat but also other small domestic animals (birds, rabbits, rodents, etc) and livestock (cows, horses, sheep, etc). Currently, the amount of money that we receive for this purpose from the County is about \$150,000 short of what the service costs every year. The additional revenue raised through the dog tax will help to cover the costs of the contract with DCHS.

I am sending this email because an increase in the Dog Tax will have a direct impact on each municipality and I wanted you to be aware of the discussions going on. Through the County Budget Process, we are seeking approval to move forward with increasing the dog tax by \$5 per license. I will be working to get a draft ordinance revision prepared by County Corporation Counsel for adoption by the County Board as part of the budget.

We hope that this heads up helps you to prepare for this potential tax increase. Please let me know if you have questions or if there is additional information that would be helpful for your municipality to communicate this change.

Sincerely,

John

John S Hausbeck MS RS (pronouns he, his, him) | **Environmental Health Services Supervisor** | jhausbeck@publichealthmdc.com
[Public Health Madison & Dane County](#) | 2300 S Park St, Rm 2010, Madison, WI 53713
Phone: (608) 243-0331 | Fax: (608) 242-6435 | [Facebook](#) | [Twitter](#)

Healthy People. Healthy Places.

It is important to us to protect your confidential information. Please be aware that emails sent or received by Public Health-Madison & Dane County employees are subject to open records requests and can be released to the public, unless there is an exception allowed by law. Thus, we do not discuss your confidential information over email. We will gladly talk to you over the phone instead.

2019 Zoning Fee Comparison													
	Preliminary Plat & reapplication		Final plat	CSM	Condomi nium	CUP	Developer Agreement	Site design	Zoning Change (Text or Map)	Annexation	Variance	Comp. Plan Updates	Miscellaneous
McFarland	500 + 50/lot - 500 reapp.		500 + 50/lot - 400 reapp.	300 + 25/lot	300	275	400	400	175-250		250	500	
Fitchburg	575 + 180/parcel		575+120/ parcel (1)	590 + 160/parcel		480			620		585	465	Comp Plan 315 + 95/parcel
Deforest (2)	425 + 2.50/lot		350	300 (up to 4 lots)		350	475	300	420	350	350		
Monona (4)	200 + 40/lot		200 + 25/lot	200 + 25/lot	(5)	(5)	(5)	(5)	(5)	(5)	250	(5)	
Middleton	400 + 50/acre		400 + 50/lot	200 +25/lot	250-500	300	\$5,000 deposit to cover costs	200 (3)	400 (single lot) 1,000<50 acres- 2,000 >50 acres	Looking at adding	300	Staff cost	Escrow deposit required on all
Stoughton	420 + 40/lot + costs		250 + 40/lot + costs	160+ 40/lot + costs		410 + 40 & recording fee		305	410		410		75 fee - residential - 100 fee commercial review required on any shed, additions, decks, etc.
Cottage Grove	350 + 50/parcel		350 + 30/parcel	100 + 25/parcel		350		275 initial 200 for amendment	350		350		Escrow deposit required on all
Waunakee	100 + 50/ per unit		100 + 50/unit	100 + 25/lot		350	5000 - 10,000 Deposit to cover all review costs	320	345		475		Escrow deposit required on all
Sun Prairie	500 + 30/lot - 100/amended or revised		500 + 20/lot - 100/amended or revised final plat	250 + 100/ 4 or less		400	500	150	400+	250	400	400	
Verona	300 + 50/lot		300 + 25/lot	150 + 100/lot		300	Developer pays all staff, atty., etc. costs	300	300	300 + taxes	300		Administration fees, City staff time (Engineer and Attorney) are charged back to the applicant
Average Excluding McFarland (rounded)	365		340	230	NA	370	NA	265	405	300	380	435	

(1) Subdivider to pay all engineering, inspection, consulting & legal fees. Escrow deposit required

(2) Charge for administration, financial and consultant time

(3) Charges separate fee for reviewing lighting plans

(4) Everything in commercial district goes to Plan Commission, everything is conditional review, no permitted uses

(5) Under current review for changes

All averages are fee only, not additional costs as indicated per project

Some communities charge for telecommunication permits ranging up to \$465

Many communities charge for zoning verification letters range of \$35 - \$50

Some communities charge a fee for a concept plan review, prior to any formal application