

**Public Utilities Committee**

**Tuesday, January 21, 2020**

**6:00 PM**

**McFarland Municipal Center**  
*Conference Room A*

AGENDA

1. CALL TO ORDER, ROLL CALL.
2. PUBLIC APPEARANCES.
3. APPROVAL OF MINUTES.
  - a. Discussion and action regarding the minutes from the Public Utilities meeting held on December 17, 2019.
4. BUSINESS.
  - a. Discussion and action to make a recommendation to the Village Board regarding revisions to Section 47-148 detailing the Appeal Procedures within the Sanitary Sewer System municipal code.
  - b. Discussion and action to make a recommendation to the Village Board regarding the establishment of a Sanitary Sewer Billing Policy.
  - c. Discussion and action to make a recommendation to the Village Board on purchasing "No Fault Sewer" extended coverage through the League of Wisconsin Municipalities Mutual Insurance Carrier.
  - d. Update on the sewer rate study.
  - e. Discussion and action to make a recommendation to the Village Board regarding drainage improvements adjacent to the Lower Yahara Trail generally located on Elvehjem Road near Hidden Farm Road.
  - f. Discussion and action to make a recommendation to the Village Board regarding the Request For Proposals for yard waste and drop off site services
  - g. Discussion and action on a water utility rate increase proposal from Baker Tilly.
  - h. Discussion regarding planning and designing for an eastside interceptor sanitary sewer.
  - i. Discussion and recommendation regarding sale or reuse of the former Well #2 property located between 5317 & 5407 Bremer Road
  - j. Presentation on and planning for utility projects in 2020.
  - k. Presentation of the Public Works Monthly Report from the Director.
  - l. December Impact Fee Report
5. SCHEDULE NEXT MEETING DATE.

- a. Tuesday February 21, 2020 at 6:00 p.m.

## 6. ADJOURNMENT.

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

## **Public Utilities Committee Meeting Minutes (DRAFT) December 17, 2019**

**1. CALL TO ORDER, ROLL CALL.** Meeting was called to order at 6:00 p.m. in the Community Room of the McFarland Municipal Center by Chair Mary Pat Lytle. Roll call: Lytle, Eric Kryzenske, Marc Nielsen, Chris Fredrick, Pauline Boness.

Members absent: None.

Staff present: Jim Hessling, Director of Public Works; Brian Berquist, Town & Country Engineering; Phil McDade, Public Works staff.

**2. PUBLIC APPEARANCES.** None.

**3. APPROVAL OF MINUTES.**

**a. Discussion and action regarding the minutes from the Public Utilities/Works joint meeting held on November 19, 2019.** Motion by Lytle, seconded by Fredrick, to approve the minutes. Approved 5-0-0.

**b. Discussion and action regarding the minutes from the Public Utilities meeting held on November 19, 2019.** Motion by Lytle, seconded by Fredrick, to approve the minutes. Approved 5-0-0.

**4. BUSINESS**

**a. Discussion and action to make a recommendation to the Village Board regarding the creation of a billing dispute policy and revisions to the billing dispute ordinance for sanitary sewer services.** The committee discussed village policies, with Lytle saying residents can always take a billing dispute to the state Public Service Commission. Boness suggested the following change: add a 60-day period to appeal a billing dispute; change the title of ordinance 47-148 to Request for Reconsideration and appeal procedures in resolving disputes; add a 60-day period for the utility's response. The committee did not take action and wants to see changes made for its next meeting.

**b. Update on the sewer rate study.** Brian Berquist of Town & Country Engineering reviewed the sewer rate study with the committee, including a review of upgrades to the sewer system that are looming, including lift stations and sewer lines located near Lake Waubesa. The committee did not take action.

**c. Discussion and action to make a recommendation to the Village Board on purchasing "No Fault Sewer" extended coverage through the League of Wisconsin Municipalities Mutual Insurance Carrier.** Lytle said purchasing no-fault insurance might lessen staff time spent on sewer discharge disputes. Fredrick said a no-fault insurance provision could open up the village to more claims, above what it would pay for the insurance. The committee wants clarification and will discuss at its next meeting.

**d. Discussion on drainage improvements adjacent to the Lower Yahara Trail generally located on Elvehjem Road near Hidden Farm Road.** Hessling said the planned improvements would be ready to go out to bid in February 2020.

**e. Discussion and action to make a recommendation to the Village Board regarding the Request for Proposals for yard waste and drop off site services.** Lytle motioned, Boness seconded, to recommend accepting proposals for Option #1 and #1A presented in the committee packet for compost/brush services, along with a map of the brush pick-up zones and village requirements on brush size. Approved 5-0-0.

**f. Presentation of the Public Works Monthly Report from the Director.** Hessling provided an update on public works activities in the village for November 2019.

**5. SCHEDULE NEXT MEETING DATE**

**a. Tuesday, January 21, 2020 at 6 p.m.**

**6. ADJOURNMENT.** Motion by Boness, seconded by Fredrick, to adjourn the meeting. Motion approved 5-0-0. Meeting adjourned at 7:25 p.m.



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

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

**AGENDA ITEM:** Discussion and action to make a recommendation to the Village Board regarding revisions to Section 47-148 detailing the Appeal Procedures within the Sanitary Sewer System municipal code.

**PREVIOUS ACTION:**

### ISSUE SUMMARY:

Included within your packet is the final change to ordinance on the Appeal Procedures within the Sanitary Sewer System ordinance. One change was included from the last meeting which was to reinstate the deadline for the Committee to respond and also increase the threshold. Previously the code required the Committee respond to appeals within 15 days when received and this code change will increase that threshold to 60 days, essentially gives the group two regular meetings to consider an issue. Certainly could meet more frequently within that time period if needed through special meetings.

There was another change sought at the last meeting that Staff is not advocating for at this time. That included lengthening the name of the section to include more description. Titles to ordinance sections are meant to be brief and concise. This is no different with this section and the idea of using "Appeal Procedures" is descriptive enough of the issues that are faced without being unnecessarily wordy.

The remainder of the changes previously discussed are accepted within this draft and it is ready for consideration to send to the Village Board.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**



**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

1. Section 47-148 - Appeal Procedures 01132020 mgs

Sec. 47-148. - Appeal procedures.

Any customer affected by any decision, action, or determination, including cease and desist orders, made by the Utility in interpreting or implementing the provisions of this Article may file with the Village a written request for reconsideration within ten days of the date of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration. The Public Utilities Committee shall render a decision on the request for reconsideration in writing [within 60 days of filing of the appeal](#). If the customer is unsatisfied with the determination of the Public Utilities Committee, the customer may, within ten days after notification of the action, file a written appeal with the Village Board. The provisions of this section are supplemental to, and are not intended to impair, any right of the customer to seek relief from the Public Service Commission of Wisconsin.

(Code 1998, § 9-2-7(i))



## **VILLAGE BOARD SUMMARY SHEET**

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

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

**AGENDA ITEM:** Discussion and action to make a recommendation to the Village Board regarding the establishment of a Sanitary Sewer Billing Policy.

**PREVIOUS ACTION:**

### **ISSUE SUMMARY:**

Included within your packet is the final version of the Sanitary Sewer Billing Policy that we have been working on for some time now. The formatting has been fine tuned slightly within this final draft as well as two changes near the end that were discussed at the last meeting. The first of which is included as a partial re-write of the first sentence under Dispute Procedures and the second is the last sentence of the same paragraph. Both of these changes have been made and are consistent with Village Ordinance considered under the previous agenda item.

This item is ready for consideration to send to the Village Board for review along with the revisions to ordinance.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

### **ATTACHMENTS:**

1. Sanitary Sewer Billing Policy 01132020 mgs

## SANITARY SEWER BILLING POLICY

### PURPOSE

This policy is intended to ensure that customers are billed consistently and appropriately for sewer service. The Public Service Commission (PSC) through the rules contained in Chapter 196 Wisconsin Statutes and Chapter 185 Wisconsin Administrative Code dictates billing of the water service. The PSC does not regulate the billing of sewer rates or usage; therefore, it is necessary to have a policy in place regarding sanitary sewer billing.

### DISCRIMINATION IN RATES

McFarland Utilities ([herein after referred to as "Utility"](#)) bills sewer usage based on the water usage associated with the customer's account. Section PSC185.15 of the Wisconsin Administrative Code, as well as sections 196.22 and 196.60 of Wisconsin Statutes prohibit free or discriminatory water service. The PSC's interpretation of these rules is that if the water goes through the meter and the meter tests accurately, the service must be billed. Section 66.0821 of the Wisconsin Statutes prohibits discriminatory and unreasonable rates for sewer systems. Therefore, it is the policy of [the Utility McFarland Utilities](#) that ~~the~~ sewer usage must also be billed to the customer.

### STATEMENT OF POLICY

1. Pursuant to Section PSC185.34 of the Wisconsin Administrative Code, the [Utility McFarland Utilities](#) will charge (back bill) for water service for a period of two years when there is unrecorded remote outside meter (ROM) consumption. Sewer charges shall similarly be charged, based on the adjusted water service charges for the same period.
2. "Unrecorded ROM consumption" is defined as the base meter reading less ROM reading pursuant to the Wis. Admin. Code §PSC185.34(2).
3. Whenever the [Utility](#) discovers unrecorded ROM consumption the [Utility](#) will back bill prorated usage amounts for the previous 24 months in accordance with §196.635 of the Wisconsin Statutes.
4. If a customer requests a repayment agreement to pay a back bill for sewer service, the request will be treated as a deferred payment agreement in the same manner as a deferral of water service payments in accordance with Wis. Admin. Code §PSC185.38.

5. If the customer defaults on the repayment agreement the entire unpaid balance will become due and payable and will begin to accrue interest at a rate of 1% per month in accordance with Wis. Admin. Code §PSC185.33(10)(a).
6. During the repayment agreement period, the customer will need to remain current on any current usage of their utility account.
7. No further agreements will be extended if terms of the repayment agreement are not met.

## **DISPUTE PROCEDURES**

In the event of a water utility charge dispute, the Utility's obligation to the customer ~~The utility's obligation to the customer if a water utility charge is disputed~~ is contained in Chapter PSC 185.39 Wis. Admin. Code. Those obligations stated briefly are: to investigate the concern promptly, advise the customer of the result of the investigation, attempt to resolve the dispute, and offer a deferred payment agreement if reasonable. As needed and applicable, the Utility ~~The utility~~ will adhere to the Appeal Procedures of the Sanitary Sewer System defined within Village Ordinance Section 47-148. ~~Village ordinance sec. 47-148 regarding the appeal procedures in solving disputes along with procedures detailed here.~~

The customer is free to file their concerns with the Utility in order to reach a resolution but is free at any time to file their concern as a complaint with the PSC. Section 66.0821(5)(a) Wis. Stats states that "if a user of sewer service complains to the public service commission that rates, rules and practices are unreasonable or unjustly discriminatory....the public service commission shall investigate the complaint".



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

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

**AGENDA ITEM:** Discussion and action to make a recommendation to the Village Board on purchasing "No Fault Sewer" extended coverage through the League of Wisconsin Municipalities Mutual Insurance Carrier.

**PREVIOUS ACTION:**

### ISSUE SUMMARY:

At our last meeting it was proposed to consider, again, the No Fault Insurance coverage within our Sanitary Sewer System. The timing for which we do this is also good because it is at a time we are considering our rate structure. However, a rate change is not ultimately necessary to add the coverage given the proportionately low cost. The total cost of the coverage is \$14,922 which equates to 1.06% of our total annual budget to operate the Sanitary Sewer System in McFarland. Customers on average pay a monthly bill of \$62.34 for all utilities with roughly half of that cost accounting towards sanitary sewer. This amounts to \$31.19 per monthly and at a cost of 1.06% of our total budget, the monthly cost per resident is very low at \$3.31 or \$39.67 per year. This number is likely on the high side since its only taking into account residential customers. In total the Village has 3,236 total customers and if split evenly amongst these individual accounts everyone would account for \$4.36 per year. Granted this is a wide range between \$5 and \$40 per year, it is still relatively low and cost effective to provide good service to our customers from all angles.

The importance of having the coverage for our customers (i.e. residents of McFarland) outweighs the cost incurred to provide it. This policy would provide coverage to our Customers on a per occurrence basis when they experience a backup after the homeowners insurance has been paid out. A loss has to occur and all other avenues exhausted before this policy kicks in. But when it does, the administration of it becomes far more smooth and efficient while also giving all involved piece of mind that we are doing more to protect the improvements in the Village. There is no finding of fault, just simply a means and method to help protect homes hooked up to the system. Given that we are planning to increase rates in order to account for our current and ongoing expenditures we would like to strongly recommend including this with our ongoing protections. There were some questions asked at the last meeting in which Staff



will provide a general response here that can be discussed further in the meeting:

- **Coverage under general liability?** No, this is not an item that is presently included under our general liability policies. It is more of a unique or specialty coverage that the League provides since they focus exclusively on coverage for municipalities. Essentially, we are deciding whether to add the coverage and incur the additional expense. Which, if there was something to add coverage for under general liability then there would still be an additional expense so not likely much of a difference even if it were available.
- **Maybe we self-insure...** - We did evaluate this but was not found to be viable as part of our last discussion. Nothing really has changed in this respect and not considered an alternative in this situation.
- **Are we or are we not at fault?** - Statute 893.80 details the ability for an individual to make a claim against a municipality. Sub (4) of this Statute states *"no suit may be brought against any...government subdivision...for intentional torts of its officers, officials, agents, or employees nor may any suit be brought against such ...subdivision...or against its officers, officials, agents, or employees for acts done in the exercise of legislative, quasi-legislative, judicial, or quasi-judicial functions."* The legislative function here is that the Village provides sanitary sewer collection/treatment as a service to its residents. As long as the system is working properly, we cannot be sued simply on that basis even if someone experiences a private loss. It would have to be proven beyond a reasonable doubt that something was done intentionally for it to fail and cause damage for the immunity to be removed. Someone who is holding the bill for cleaning and restoring their home from wastewater that entered their home through their lateral attached to our main simply does not care about this. It can't be said any more blunt based on the many times either Staff or the Insurance Company discusses the issue with them the last three years. Electing to pay for the coverage to purchase this insurance is to make people whole from the damage that's incurred which does have some Staff savings not having to administer and investigate a claim that ultimately gets denied.

Village Staff recommends accepting this quote and enacting this coverage immediately.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**



**ATTACHMENTS:**

1. FW\_ No fault Sewer Insurance
2. No Fault Sewer Coverage Description

**From:** [Cassandra Suettinger](#)  
**To:** [Jim Hessling](#); [Matt Schuenke](#)  
**Subject:** FW: No fault Sewer Insurance  
**Date:** Tuesday, December 3, 2019 3:22:51 PM  
**Attachments:** [image001.png](#)  
[No Fault Sewer Coverage Description.doc](#)  
[image002.png](#)

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Per your request.

Cassandra

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**From:** Mike Zagrodnik <MikeZ@baerinsurance.com>  
**Sent:** Tuesday, December 3, 2019 3:22 PM  
**To:** Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>  
**Subject:** RE: No fault Sewer Insurance

At population of 8527 premium will be \$14,922 for a year. If you are looking at any water rate adjustments you can figure out per user what the annual cost of this amounts to per each one ie 5000 billings per cycle amounts to \$3 a year each that could be passed in in your rates since the insurance is for them not because you have any statutory liability for backups. Coverage is for sewer and water backups – A coverage description is attached for you

**Mike Zagrodnik**, CPCU | Municipalities Account Executive  
Baer Insurance Services | P. 608.830.5803 | F. 608.830.5877  
[Website](#) | [Facebook](#) | [Twitter](#) | [Review us on Google!](#)



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**From:** Cassandra Suettinger [<mailto:Cassandra.Suettinger@mcfarland.wi.us>]  
**Sent:** Tuesday, December 3, 2019 3:14 PM  
**To:** Mike Zagrodnik <[MikeZ@baerinsurance.com](mailto:MikeZ@baerinsurance.com)>  
**Subject:** No fault Sewer Insurance

Mike,

Can you get me a quote on how much it would cost us to pick up no fault sewer insurance?

Thanks

Cassandra Suettinger, WCMC  
Village Clerk/Treasurer  
Village of McFarland  
608-838-3153



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### **Coverage Description- League “No Fault Sewer” Extended coverage**

All General Liability policies cover you for your “legal liability” and because state statutes say you are responsible to reasonably inspect and maintain sewer lines loss or damage from back ups from your main lines into resident homes or businesses are covered by General Liability policies when you physically cause a back up (ie when trying to clear a blockage or back flushing) or if you never inspect or perform any maintenance on your lines.

So what about those other instances where a disposable diaper, grease plug, or tree roots etc cause back ups originating from your main line where you have been doing inspections and weren’t performing any physical action on the line? By statute neither you nor your insurance carrier are obligated for damage these blockages cause which often times leaves the affected property owner less than happy.

The League developed a coverage endorsement “No Fault Sewer” to address such losses. The affected property owner is required to go to his or her insurance carrier as the primary source of coverage but the League “No Fault” coverage will cover the property owners “out of pocket” expenses not covered by the primary insurance up to \$100,000 in a single claim (\$300,000 maximum for all claims in a policy year.) In effect you are buying coverage for your residents and in the process are relieved from having to explain why your main line back up into the property owners premises and the associated damage and clean up are not your responsibility.

Not every municipality purchases this protection but around 85% of League participants do. Since the coverage cost can be budgeted to the sewer utility it can ultimately be a pass through in the water utility rates and coverage this way is far cheaper than property owners can buy on their own



## **VILLAGE BOARD SUMMARY SHEET**

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:** Jim Hessling, Public Works Director

**AGENDA ITEM:** Update on the sewer rate study.

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**

Brian Berquist has received all requested information from the auditors and will present several scenarios to the committee. Brian will also provide his recommendations.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

None



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

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

**AGENDA ITEM:** Discussion and action to make a recommendation to the Village Board regarding drainage improvements adjacent to the Lower Yahara Trail generally located on Elvehjem Road near Hidden Farm Road.

**PREVIOUS ACTION:**

This item has been discussed at previous meetings including the joint Public Utilities and Public Works Committee of November 19, 2019. At this initial meeting the plan was discussed and changes were recommended. The topic returned at the December 17, 2019 meeting for further discussion.

**ISSUE SUMMARY:**

The review of plans for drainage improvements along Elvehjem Road. Improvements will help improve the flow of water from rear yards, sump pumps and the street. An updated plan set will be provided at the meeting from Town & Country Engineering.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

None



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:** Jim Hessling, Public Works Director

**AGENDA ITEM:** Discussion and action to make a recommendation to the Village Board regarding the Request For Proposals for yard waste and drop off site services

### PREVIOUS ACTION:

This item was discussed at the December 17, 2019 Public Utilities meeting. Changes to the proposal were made at the committees request and sent out.

### ISSUE SUMMARY:

The yard waste drop off site contract expired at the end of December 2019.

Public Works would like the committee to review the one Request For Proposals that were received. Proposals were requested from three different vendors along with a posting on the village's website.

The present proposal is considerably more than recently expired the proposal. We believe that this is due to Dane County will no longer accept yard waste materials for drop off at any of its sites due to site and space constraints. This action became effective on January 1, 2020. Past practice by our previous vendor was to dispose of some of the collected material at the county's site.

### FINANCIAL/BUDGET IMPACT:

### VILLAGE PLAN REFERENCE:

### ORDINANCE REFERENCE:

Funds to operate the yard waste site have been included in the 2020 budget.

### BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Village staff recommends approval of the 2020 Brush and Yardwaste Request for Proposals.



**ATTACHMENTS:**

1. Barnes RFP proposal 2020
2. Proposal Cost Breakdown 1.14.2020

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# VILLAGE OF McFARLAND

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## *2020 Brush and Yardwaste Request for Proposals*



Phone 845-3230  
FAX 845-6339  
mikewenkman@barnesinc.net  
www.barnesinc.net

**Mike Wenkman**  
Lawn Division Manager

6433 Nesbitt Road • Madison, WI 53719

Landscape Maintenance, Construction & Snow Removal Contracting  
• If You're Looking for the Best, You're Looking for Barnes •

received 1/14/2020  
@ 12pm  
Dimee Clavin

# REQUEST FOR PROPOSALS

## 1. OVERVIEW

### 1.1 Request for Proposals

The Village of McFarland (hereinafter "Village"), Dane County, Wisconsin, municipal corporation acting under its statutory home-rule powers, is seeking proposals for the provision of comprehensive, high quality brush and yardwaste collection and disposal services.

The Village is requesting proposals for both a one year and three-year contract. Because of the uncertainty over available funding, proposals are also being sought on four different levels of curbside and drop-off site services.

The deadline for returning proposals is 10:00 a.m. on Wednesday January 15, 2020. All proposals should be returned to the McFarland Municipal Center, 5915 Milwaukee Street, in a sealed envelope, clearly marked "2020 Brush and Yard Waste Proposal".

### 1.2 Specifications of Brush and Yard Waste to be collected

- a. Brush
  - a. Brush pieces will be no longer than ten (10') feet, no shorter than six (6") inches, and no greater than three (3") inches in diameter
  - b. The cut ends of the brush pieces will be placed parallel to the curb and stacked in neat piles with the cut ends pointed in the same direction as traffic.
  - c. Material must be free of waste that may clog chipping equipment
- b. Yard Waste
  - a. Yard waste materials to be collected include leaves, lawn clippings, pine needles and house plants
  - b. Only yard waste materials placed in open bags (not to exceed 50 gallons in size) bearing an official pre-paid Village sticker will be collected.
  - c. Material must be clean of debris or it will be left on site
- c. Drop-off Site
  - a. Brush must be three (3") inches in diameter or smaller
  - b. Material must be free of waste that may clog the chipping equipment
  - c. Loads may be rejected if deemed unclean by Contractor's staff.

**OPTION #1**  
**(One year – 2020)**

**YARDWASTE COLLECTION**

Yardwaste collection pricing for curbside pick up.

Pick ups to include:

One Village-wide spring pick up during the week of April 27, 2020.  
One Village-wide fall pick up during the week of November 16, 2020.

Hourly cost to include truck, vacuum (if applicable), and labor. \$ 75.00

**BRUSH COLLECTION**

Brush collection pricing for curbside pick up.

Pick ups to include:

One spring pick up of three (3) zones starting the week of April 20, 2020  
One fall pick up of three (3) zones starting the week of October 26, 2020.

Hourly cost to include truck, chipper, and labor. \$ 75.00

**DROP OFF SITE**

Brush and yardwaste collection and disposal at the Village's drop off site located at 5115 Terminal Drive McFarland, Wisconsin.

Lump sum price to service the site with all labor and equipment as needed starting on or before April 1, 2020, and closing on or about December 1, 2020. Hours of operation are 7:00 am to 7:00 pm, seven days a week.

\*\*\* Increase based on cost to Barnes, Inc. to dispose of materials. \$ 78,000

Deduct if the Village installs a card system, which would activate the gate and only be issued to Village residents.

\$ n/a

**OPTION #1A**  
**(Three year – 2020, 2021, & 2022)**

**YARDWASTE COLLECTION**

Yardwaste collection pricing for curbside pick up.

Pick ups to include:

One Village-wide spring pick up during the week of April 27, 2020.  
One Village-wide spring pick up during the week of April 26, 2021.  
One Village-wide spring pick up during the week of April 25, 2022.  
One Village-wide fall pick up during the week of November 16, 2020.  
One Village-wide fall pick up during the week of November 15, 2021.  
One Village-wide fall pick up during the week of November 14, 2022.

Hourly cost to include truck, vacuum (if applicable), and labor. **Cost: 2.5% increase from base rate in years 2 & 3. (2020: \$75.00 2021:\$76.88 2022:\$78.80)**

**BRUSH COLLECTION**

Brush collection pricing for curbside pick up.

Pick ups to include:

One spring pick up of three (3) zones starting the week of April 20, 2020.  
One spring pick up of three (3) zones starting the week of April 19, 2021.  
One spring pick up of three (3) zones starting the week of April 18, 2022.  
One fall pick up of three (3) zones starting the week of October 26, 2020.  
One fall pick up of three (3) zones starting the week of October 25, 2021.  
One fall pick up of three (3) zones starting the week of October 24, 2022.

Hourly costs to include truck, chipper, and manpower **Cost: 2.5% increase from base rate in years 2 & 3. (2020: \$75.00 2021:\$76.88 2022:\$78.80)**

**DROP OFF SITE**

Brush and yardwaste collection and disposal at the Village's drop off site located at 5115 Terminal Drive McFarland, Wisconsin.

Lump sum price to service the site with all labor and equipment as needed starting on or before April 1, 2020, 2021, and 2022, and closing on or about December 1, 2020, 2021, and 2022. Hours of operation are 7:00 am to 7:00 pm, seven days a week.

**Cost: 2.5% increase from base rate in years 2 & 3.**  
**(2020: \$78,000 2021: \$79,950 2022: \$81,948.75)**

Deduct if the Village installs a card system, which would activate the gate and only be issued to Village residents.

\$   n/a

## Barnes RFP Cost Breakdown

|                                                |              |                   |               |              |          |
|------------------------------------------------|--------------|-------------------|---------------|--------------|----------|
| <b>Option 1 Proposal</b>                       |              |                   |               |              |          |
|                                                | 2019 charge  | 2020 charge       |               |              |          |
| Yardwaste Collection                           | \$ 67.36     | \$ 75.00          | Per Hour      |              |          |
| Brush Collection                               | \$ 67.36     | \$ 75.00          | Per Hour      |              |          |
| Drop Off Site                                  | \$ 42,329.91 | \$ 78,000.00      | Per Year      |              |          |
| <b>Option 1A Proposal</b>                      |              |                   |               |              |          |
|                                                | 2019 charge  | 2020 Charge       | 2021 Charge   | 2022 Charge  |          |
| Yardwaste Collection                           | \$ 67.36     | \$ 75.00          | \$ 76.88      | \$ 78.80     | Per Hour |
| Brush Collection                               | \$ 67.36     | \$ 75.00          | \$ 76.88      | \$ 78.80     | Per Hour |
| Drop Off Site                                  | \$ 42,329.91 | \$ 78,000.00      | \$ 79,950.00  | \$ 81,948.75 | Per Year |
| <b>2019 Charges</b>                            |              |                   |               |              |          |
|                                                | 2019 Rate    | Hours per Invoice | Annual Cost   |              |          |
| Yardwaste/Brush Collection                     | \$ 67.36     | 297               | \$ 20,005.92  |              |          |
| Drop Off Site                                  | \$ 14,109.97 | 3 installments    | \$ 42,329.91  |              |          |
|                                                |              |                   | \$ 62,335.83  |              |          |
| <b>2020 Projected (based on 2019 charges)</b>  |              |                   |               |              |          |
|                                                | Rate         | Hours per Invoice | Annual Cost   |              |          |
| Yardwaste/Brush Collection                     | \$ 75.00     | 300               | \$ 22,500.00  |              |          |
| Drop Off Site                                  | \$ 26,000.00 | 3 installments    | \$ 78,000.00  |              |          |
|                                                |              |                   | \$ 100,500.00 |              |          |
| <b>2021 Projected</b>                          |              |                   |               |              |          |
|                                                | Rate         | Hours per Invoice | Annual Cost   |              |          |
| Yardwaste/Brush Collection                     | \$ 76.88     | 300               | \$ 23,064.00  |              |          |
| Drop Off Site                                  | \$ 26,650.00 | 3 installments    | \$ 79,950.00  |              |          |
|                                                |              |                   | \$ 103,014.00 |              |          |
| <b>2022 Projected</b>                          |              |                   |               |              |          |
|                                                | Rate         | Hours per Invoice | Annual Cost   |              |          |
| Yardwaste/Brush Collection                     | \$ 78.80     | 300               | \$ 23,640.00  |              |          |
| Drop Off Site                                  | \$ 27,316.25 | 3 installments    | \$ 81,948.75  |              |          |
|                                                |              |                   | \$ 105,588.75 |              |          |
| <b>Barnes Yardwaste/Brush Collection Hours</b> |              |                   |               |              |          |
| 2017                                           | 275          |                   |               |              |          |
| 2018                                           | 270          |                   |               |              |          |
| 2019                                           | 297          |                   |               |              |          |
| Average Hours                                  | 281          |                   |               |              |          |



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

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

**AGENDA ITEM:** Discussion and action on a water utility rate increase proposal from Baker Tilly.

**PREVIOUS ACTION:**

### ISSUE SUMMARY:

In 2019, the water utility completed a simplified rate increase. The last conventional rate case was completed in 2001. It was previously discussed to explore the cost for completing a conventional rate case along with a proposal from Baker Tilly for their involvement in this process.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

### ATTACHMENTS:

1. 1.21.2020 Conventional Rate Case cost estimate email
2. Village of McFarland Engagement Letter

## Aimee Irwin

---

**From:** Dobson, Jodi <Jodi.Dobson@bakertilly.com>  
**Sent:** Wednesday, January 8, 2020 3:26 PM  
**To:** Aimee Irwin  
**Subject:** RE: Rate Case  
**Attachments:** Village of McFarland Engagement Letter.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Aimee,

Attached is a proposed engagement letter for a water rate study. This outlines the process as well as the estimated fees. As to what information we would need from you, I've provided a list below. If you have any other questions feel free to let me know.

Jodi

### Water Rate Study Data Request

- For the most recent 12 month period provide the number of customers by meter size, the total volume billed by rate block and the total revenues recorded. All of this should be provided separately for each customer class (residential, commercial, multi-family, industrial and public authority). *This period will likely be ending March 31 or April 30 2020.*
- Provide any known or anticipated changes in the number of customers or significant changes in the volume sold for 2020.
- For each customer class noted above provide the 4 largest customers noting their meter size, the highest volume and the date it was billed.
- Provide the public fire protection charges for the most recent 12 month period.
- Provide the number of private fire protection meters by size and any anticipated changes.
- If any unmetered sales are anticipated for 2020 please provide information on these.
- A list of capital projects planned for 2020. This could include infrastructure replacement (mains/services/hydrants), equipment purchases or other non-routine items. For any additions identify if there are related retirements. Provide as much detail on the units, costs and financing as possible.
- For operating expenses, any items that are anticipated to increase by more than inflation please provide information.
- For each water tower or tank, estimated cost for painting, the last time it was painted and the anticipated time between paintings.
- If you have an operating budget for the water utility for 2020 please provide a copy.
- The year to date trial balance for the water utility expenses as of April 30, 2020.

**From:** Aimee Irwin <aimee.irwin@mcfarland.wi.us>  
**Sent:** Tuesday, December 31, 2019 7:24 AM  
**To:** Dobson, Jodi <Jodi.Dobson@bakertilly.com>  
**Subject:** RE: Rate Case

Morning Jodi,

We are planning to bring the conventional rate case to our Utility committee meeting in January. Jim and Matt would like a proposal of what this would entail for the work Baker Tilly would perform along with what information or work you would require of us. Would it be possible to send me a proposal with some detailed information prior to the committee meeting? The meeting is scheduled for January 21<sup>st</sup> at 6pm.

Please let me know if you have any questions.

Thank you,

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



---

**From:** Jodi Dobson <[Jodi.Dobson@bakertilly.com](mailto:Jodi.Dobson@bakertilly.com)>  
**Sent:** Thursday, December 5, 2019 4:58 PM  
**To:** Matt Schuenke <[Matt.Schuenke@mcfarland.wi.us](mailto:Matt.Schuenke@mcfarland.wi.us)>  
**Cc:** Aimee Irwin <[aimee.irwin@mcfarland.wi.us](mailto:aimee.irwin@mcfarland.wi.us)>; Cassandra Suettinger <[Cassandra.Suettinger@mcfarland.wi.us](mailto:Cassandra.Suettinger@mcfarland.wi.us)>; Jim Hessling <[Jim.Hessling@mcfarland.wi.us](mailto:Jim.Hessling@mcfarland.wi.us)>  
**Subject:** Re: Rate Case

Matt,

Thanks for checking in. I would estimate \$7,000-9,000 for a conventional rate case. Let me know if you need more detail.

Jodi

Jodi Dobson

Sent from my iPhone

---

**From:** Matt Schuenke <[Matt.Schuenke@mcfarland.wi.us](mailto:Matt.Schuenke@mcfarland.wi.us)>  
**Sent:** Thursday, December 5, 2019 3:50:53 PM  
**To:** Jodi Dobson <[Jodi.Dobson@bakertilly.com](mailto:Jodi.Dobson@bakertilly.com)>  
**Cc:** Aimee Irwin <[aimee.irwin@mcfarland.wi.us](mailto:aimee.irwin@mcfarland.wi.us)>; Cassandra Suettinger <[Cassandra.Suettinger@mcfarland.wi.us](mailto:Cassandra.Suettinger@mcfarland.wi.us)>; Jim Hessling <[Jim.Hessling@mcfarland.wi.us](mailto:Jim.Hessling@mcfarland.wi.us)>  
**Subject:** RE: Rate Case

Jodi,

Just wanted to check in here and see if you've had a chance to look at this.

Thanks,  
Matt

---

**From:** Matt Schuenke  
**Sent:** Friday, November 1, 2019 1:42 PM

**To:** Jodi Dobson <[Jodi.Dobson@bakertilly.com](mailto:Jodi.Dobson@bakertilly.com)>

**Cc:** Aimee Irwin <[aimee.irwin@mcfarland.wi.us](mailto:aimee.irwin@mcfarland.wi.us)>; Cassandra Suettinger <[Cassandra.Suettinger@mcfarland.wi.us](mailto:Cassandra.Suettinger@mcfarland.wi.us)>; Jim Hessling <[Jim.Hessling@mcfarland.wi.us](mailto:Jim.Hessling@mcfarland.wi.us)>

**Subject:** Rate Case

Jodi,

We might want to do a full rate case next year for water. Can you give me a rough estimate as to how much we might expect that to cost next year?

Thanks,

Matt

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January 8, 2020

Ms. Aimee Irwin  
Village of McFarland  
5115 Terminal Drive  
McFarland, WI 53558

Baker Tilly Virchow Krause, LLP  
Ten Terrace Ct; PO Box 7398  
Madison, WI 53707-7398  
United States of America

T: +1 (608) 249 6622  
F: +1 (608) 249 8532

[bakertilly.com](http://bakertilly.com)

Dear Ms. Irwin:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly", "we" or "our") as your accountants and business advisors.

The purpose of this letter is to confirm our understanding of the terms and objectives of our proposed engagement and the nature and limitations of the services we will provide to the Village of McFarland Water Utility (the "Utility").

### **Services and Related Report**

We will compile, from information management provides, the Utility's forecasted schedules of revenues, expenses and supporting schedules, and for the 2020 test year, including the related summaries of significant assumptions and accounting policies, in order to develop forecasted water utility rates ("forecast"). Upon completion of our compilation of the forecast, we will provide the Utility with our accountants' compilation report. If, for any reasons caused by or relating to the affairs or management of the Utility, we are unable to complete our compilation of your forecast, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The forecasted water rate study is not intended to be a forecast of financial position, changes in net position, or cash flows in accordance with Generally Accepted Accounting Principles ("GAAP"). This report will be prepared for the development of rates before the Public Service Commission of Wisconsin and should not be used for any other purpose.

A financial forecast presents, to the best of management's knowledge and belief, the Utility's expected results of operations, and plant balances for the financial forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period and is to be used by management and the governing body for planning purposes and reviewing water rates.

### ***Water Rate Study***

The following outlines the process of completing a water rate study and filing an application with the Public Service Commission of Wisconsin (PSCW).

1. Obtain historical information, confirm significant assumptions regarding growth and costs, summarize and classify non-routine plant additions, and forecast consumption for the 2020 test year.
2. Compile forecast in the PSCW prescribed format for the 2020 test year to support the rate study, including supplemental information related to cash flows and debt coverage to support the requested rate of return.

3. Provide draft study to management for their review. Incorporate management's comments into study.
4. Meet with the governing body to review the study.
5. Prepare the final rate study and submit the application to the PSCW.
6. Review PSCW information and proposed rates.
7. Assist management with the rate hearing and implementation of new rates.

### **Our Responsibilities and Limitations**

The objective of our compilation engagement is to apply accounting and financial reporting expertise to assist you in the presentation of the financial forecast based on management's assumptions without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial forecast in order for it to be in accordance with guidelines for presentation of a financial forecast established by the AICPA.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services ("SSARS") promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

A compilation of a financial forecast differs significantly from an examination of financial forecast. A compilation does not contemplate performing analytical procedures, obtaining an understanding of the entity's internal control, assessing risks of material misstatement, tests of accounting records, or other procedures ordinarily performed in an examination.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial forecast.

In order for us to complete the engagement, management must provide assumptions that are appropriate for the financial forecast. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and, accordingly, we will not issue a report on the financial forecast.

Baker Tilly Virchow Krause, LLP is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Baker Tilly Virchow Krause, LLP is not recommending an action to the Utility; is not acting as an advisor to the Utility and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to the Utility with respect to the information and material contained in the deliverables issued under this engagement. The Utility should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that the Utility deems appropriate before acting on this information or material. Baker Tilly Virchow Krause, LLP will rely on management of the Utility to provide key data related to the issuance of municipal securities.

Our engagement cannot be relied upon to identify or disclose any misstatements in the financial forecast, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations, and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, evidence that fraud may exist, illegal acts, or noncompliance with laws or regulations that come to our attention, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

The compilation will be planned and conducted with the understanding it will be used for the development of rates by local governing body and should not be used by any other parties or for any other purpose. Nevertheless, items of possible interest to the previously specified party may not be specifically addressed and matters may exist that would be assessed differently by the previously specified party.

The compilation will not be planned or conducted in contemplation of reliance by any other specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

### **Management's Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in developing the presentation of the financial forecast in accordance with guidelines for presentation of a financial forecast established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the accounting principles applied in the preparation of the financial forecast.
2. The preparation and presentation of the financial forecast in accordance with guidelines for presentation of a financial forecast established by the AICPA, the inclusion of all informative disclosures that are appropriate for the forecast under those guidelines, and the development of assumptions that reflect your plans and expectations regarding events and circumstances for the financial forecast period.
3. The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the financial forecast and that it is free from material misstatement whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the Utility complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7. To provide us with—

- > Access to all information of which you are aware is relevant to the presentation of the financial forecast, such as records, documentation, and other matters.
- > Additional information that we may request from you for the purpose of the compilation engagement.
- > Unrestricted access to persons within the Utility of whom we determine it necessary to make inquiries.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not examine or review the financial forecast and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. It will also state that (1) there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material; and (2) we have no responsibility to update the report for events and circumstances occurring after the date of the report.

There may be circumstances in which the report differs from the expected form and content.

You agree to include our compilation report in any document containing the financial forecast that indicates that we have performed a compilation engagement on the financial forecast and, prior to inclusion of the report, to ask our permission to do so.

### **Nonattest Services**

Prior to or as part of our compilation engagement, it may be necessary for us to perform certain nonattest services. Any nonattest services that we will be providing will be identified in advance.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions.
- > Designate a competent employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

### **Reproduction of the Financial Forecast**

If you intend to reproduce or publish the financial forecast and make reference to our firm name in connection therewith, you agree to publish the financial forecast in its entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing, and final materials before distribution.

With regard to the electronic dissemination of the financial forecast, including forecasted financials published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Ownership of Workpapers**

The documentation for this engagement, including the workpapers is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, the Utility hereby authorizes us to do so.

### **Timing and Fees**

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Utility's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries and (iii) timely communication of all significant presentation, accounting and financial reporting matters. When and if for any reason the Utility is unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the compilation. Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter". In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Invoicing for services will be issued in three installments; the first upon commencement of engagement planning/preliminary fieldwork, the second upon commencement of year-end fieldwork, and the third upon delivery of the audit report. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We estimate that our fees for these services will range from \$6,000 to \$7,000 for the compilation. In addition to our professional fees, expenses for direct engagement support including travel and subsistence, production of reports, and other direct engagement expenses will be billed separately at our cost and stated separately on our invoices. These expenses are estimated to be \$500.

Our fees, as summarized above, are based upon the current Statements on Standards for Accounting and Review Services that have been issued and are effective as of the date of this letter. Should additional accounting or auditing standards be issued subsequent, to or become effective for the periods covered by this engagement, our estimated fees may be adjusted accordingly.

Ms. Aimee Irwin  
Village of McFarland

January 8, 2020  
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We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or compile an element of the financial statements) in serving your account. We may share confidential information about you with these service providers but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Utility, unless otherwise prohibited. In the event we are requested by the Utility or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Utility, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

### **Resolution of Disagreements**

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Ms. Aimee Irwin  
Village of McFarland

January 8, 2020  
Page 7

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

### **Limitation on Damages and Indemnification**

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, Utility personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Ms. Aimee Irwin  
Village of McFarland

January 8, 2020  
Page 8

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees to Baker Tilly, it is hereby agreed that the Utility will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Utility violates this non solicitation clause, the Utility agrees to pay to Baker Tilly a fee equal to the hired individual's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

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This Engagement Letter constitutes the entire agreement between the Utility and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Utility status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

Ms. Aimee Irwin  
Village of McFarland

January 8, 2020  
Page 9

If there are any questions regarding this Engagement Letter, please contact Jodi Dobson at 608 240 2469, who will be the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

A handwritten signature in cursive script that reads "Baker Tilly Virchow Krause, LLP".

The services and terms as set forth in this Engagement Letter are agreed to by:

---

Officer signature

---

Title

---

Date



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Administration

**CONTACT:**

**AGENDA ITEM:** Discussion regarding planning and designing for an eastside interceptor sanitary sewer.

**PREVIOUS ACTION:**

### ISSUE SUMMARY:

The Village needs to construct a sanitary sewer pipe on the eastside to help properties to the north flow via gravity to the south. This is the issue studied a few years ago for the eastside and is a recommended improvement to address the issue. The Village Engineer has prepared a memo in your packet as background that will be discussed in the meeting.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

### ATTACHMENTS:

1. Memo - East Side Sewer Extension

## MEMORANDUM

---

Date: January 16, 2020

To: Matt Schuenke, Village Administrator  
Jim Hessling, Village Public Works Director  
Village of McFarland  
5915 Milwaukee Street, PO Box 110  
McFarland, WI 53558

From: Brian Berquist, P.E.

Subject: Village of McFarland – East Side Sanitary Sewer Extension Discussion

---

The intent of this memo is to review the 2018 utility service study as it relates specifically to sanitary sewer service for the southeast region of the Village and outline upcoming decision points and potential next steps for the Village to accommodate potential development.

### **Background and Study Summary**

In 2018 the Public Utilities Committee commissioned a study to examine the potential of serving recently annexed areas with sewer and water service. The study examined the developability of various sites in the areas roughly adjacent CTH AB, CTH MN, and Siggelkow Road, from Interstate 39 to the south. While water supply and pressure is readily available to these areas as development expands from the current limit of developed properties, sanitary sewer service (especially gravity sewers) require a more involved process.

The current ends of sanitary sewer are at Peninsula Way (PW) and Devil's Lake Way (DLW), with each serving a separate valley. The PW Sewer is not deep enough to serve lands in the valley to the east, which will require the DLW sewer to be extended to serve future areas. Figure 3-2 from the 2018 study is attached for reference.

The likely corridor for this extension, labelled "Northeast Interceptor", is bounded on the west by the red-dashed line in Figure 3-2 and bounded on the east by the blue dashed line. The limits are based on the desired minimum and maximum sewer depths allowed by existing topography.

As sanitary sewers are extended and more dwelling units utilize the system the study identified other existing infrastructure that will require upgrades to accommodate the additional flows. This consisted of the elements described below:

1. Upgrading the Highland Drive interceptor – this interceptor is anticipated to be upgraded in the 2022/2024 Exchange Street project. Depending on the assumed inflow/infiltration (I/I) coming into the system, this interceptor may already be at capacity and experience surcharging. However, it is fairly deep and the Village has not experienced any backups to-date. An I/I study is ongoing to identify and reduce flows.
2. Upgrade pumps and wetwell at Lift Station 2 before ~600 dwelling units are added.
3. Upgrade the Lift Station 2 forcemain before ~1100 dwelling units are added.

## **Current Status**

Proposals from multiple developers have been introduced along this corridor with anticipated construction start dates in 2021. In anticipation of one or more of these developments coming to fruition the northeast interceptor sewer would need to be extended anywhere from 2000 to almost 5000 feet. The first part of this extension would necessarily go through undevelopable lands. In addition, it may need to travel through currently undeveloped lands in order to serve properties north of existing development.

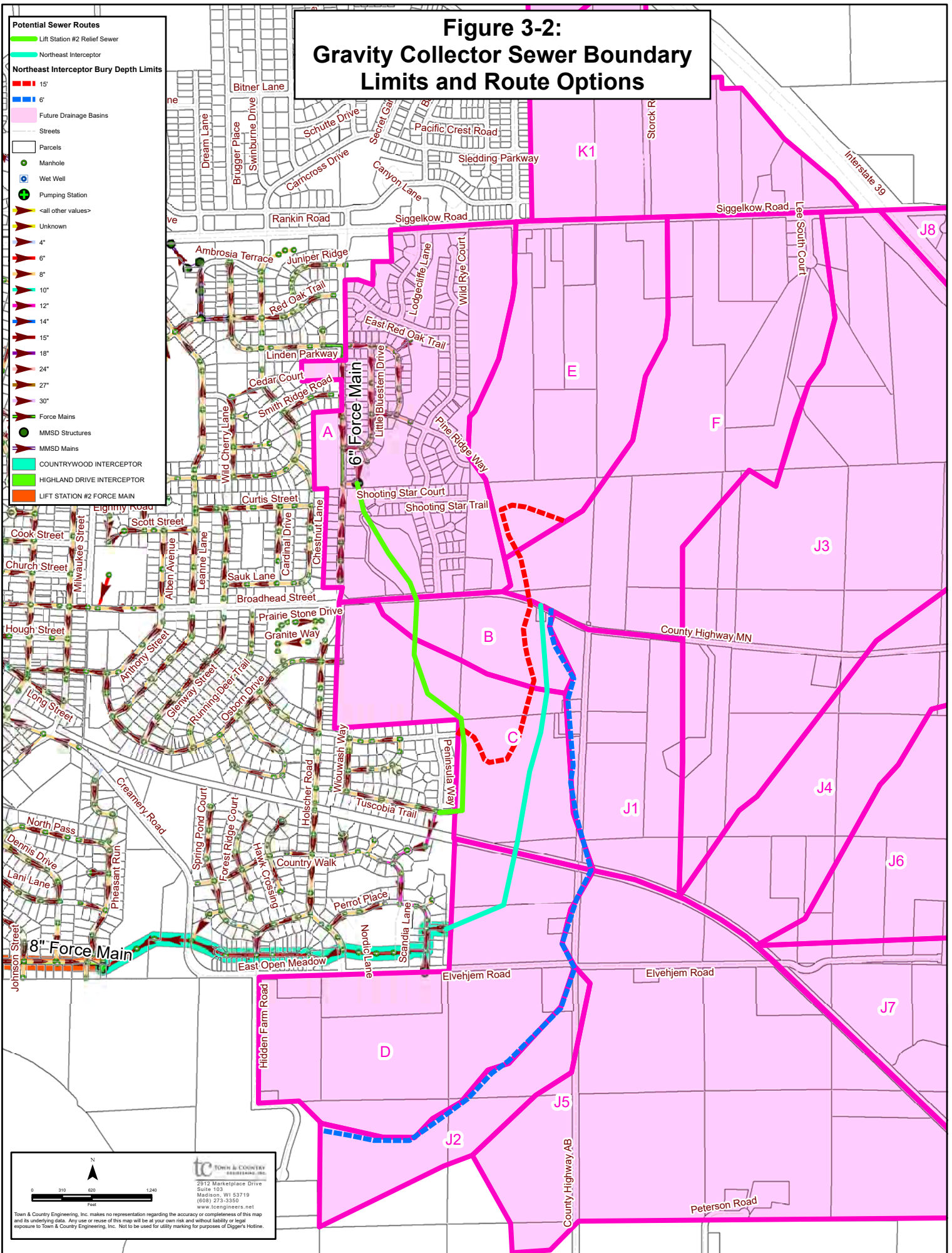
Given the number of private parties involved, some developers have inquired as to whether the Village would consider taking this on as a public project that would be reimbursed by the various developers based on the benefit each receives. This would be similar to the construction of Lift Station 5 and the Holscher Road sewers in 2015 and 2016.

Regardless of the project sponsor, a 2020/2021 winter construction is advised to minimize wetland impacts and project costs. That would require initiating field survey in spring 2020 to allow time for the necessary permits and likely wetland mitigation.

Parallel to this effort, the Village-wide I/I study will be examining flows during the spring 2020 rains and will further inform the discussion about the Highland Drive interceptor and the timing of potential upgrades there.

If you have any questions regarding the above material, please feel free to call. We will plan on attending the upcoming Committee meeting to present this information.

**Figure 3-2:  
Gravity Collector Sewer Boundary  
Limits and Route Options**





## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:** Andrew Bremer, Comm & Eco Dev Director, Jim Hessling, Public Works Director

**AGENDA ITEM:** Discussion and recommendation regarding sale or reuse of the former Well #2 property located between 5317 & 5407 Bremer Road

**PREVIOUS ACTION:**

### ISSUE SUMMARY:

The Village has been approached by the owner of 5406 Norma Road, Web Winn, regarding his interest in acquiring the former Well #2 site located between 5321 & 5407 Bremer Road. Mr. Winn desires to build a new home on the property and sell his existing adjacent property.

Sale of this lot has previously been considered by the Village after the former wellhouse was razed in 2006. Mr. Webb referenced an appraisal of the property completed in 2006 valuing the lot at \$67K. The packet includes the minutes from the September 24, 2012 Village Board meeting in which a resolution was adopted to discontinue a portion of Bremer Road right-of-way to attach to the former well lot. The associated CSM 13387 is also included within the packet. The minutes from the 9-24-12 Board meeting reference the property as a "buildable lot" and that it is the "plan of utility to eventually sell this lot when the real estate market recovers."

There are a number of obstacles to the reuse of this property for a single family residence.

1. Zoning. The lot is zoned R-1 Single Family. The R-1 district requires a minimum lot size of 10,000 square feet and a minimum lot width of 80 feet. The lot is 8,740 square feet and 33' wide at the front property line. Therefore, the lot is legal non-conforming in size and width. Section 62-16(b)(3)b of the Zoning Code allows "in any resident district on a lot of record on the effective date of the ordinance from which this Chapter is derived, a single-family dwelling may be established regardless of the size of the lot, provided that all other requirements of this Chapter are met." Therefore, a new home could be permitted if all other bulk (setback) requirements are met. In addition, the Webb's are in a unique position to address or lessen the nonconformities. As part of a Certified Survey Map, the Webb's could transfer a portion of their rear yard to the Well lot, refer to the property map in the packet for an example illustration. A transfer would



increase the lot size to meet the minimum 10,000 square foot requirement, while still leaving 5406 Norma conforming is size. While it would not increase the lot width at the front property line it would increase the width to the minimum 80 feet where the building envelope would likely be located. This is similar to how a cul-de-sac lot is designed which is fitting since this lot is located along the curve of Bremer Road. Sec. 56-142(e) of the Subdivision Code requires that every new lot shall front or abut for a minimum distance of at least 40 feet on a public street. This is not a new lot; however, the Village could acquire the additional 7 feet from the adjacent property owners if desired so that the lot would meet this minimum requirement but this would not be necessary.

2. Water Utilities. There is an existing water main running through the parcel. This main would need to be relocated to the northern property line. As part of the CSM, a 10-foot wide utility easement could be granted to the Village for this purpose. In addition, a water lateral would need to be installed to serve a new home. The estimated cost of this work is \$15K.
3. Sewer Utility. The nearest sewer manhole to the property is 100 feet away. Therefore a sewer lateral would need to be extended to the property at an estimated cost of \$15K. In addition, due to the depth of the sewer main and lot elevation, a grinder pump will likely need to be installed for the residence.

Village Staff is requesting input from both the Public Utility Committee and Park Committee regarding the potential sale or reuse of the former well site. The Village Engineer has indicated that the Village does not have a need to reuse the site for a future well. The Village's Comprehensive Plan Future Land Use Map identifies the property in the Public Lands, Recreation, and Environmental Corridor land use category. The 2019 Outdoor Recreation & Open Space Plan does not identify the site for a future park; however, the site could potentially be used for a small neighborhood park or community garden.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Recommendation regarding the sale or reuse of the former Well #2 property located between 5317 & 5407 Bremer Road



**ATTACHMENTS:**

1. Pages from 09.24.2012 Village Board Minutes
2. Bremer Road Well #2 Property Map

**VILLAGE OF MCFARLAND  
VILLAGE BOARD MINUTES  
September 24, 2012**

1. **CALL TO ORDER.** Village Board President Mike Harried called the regular meeting of the McFarland Village Board to order at 7:01 p.m. in the Community Room of the McFarland Municipal Center.
2. **ATTENDANCE ROLL CALL.**  
**Village Board members present:** President Mike Harried and Trustees Aaron Babcock, Brad Czebotar, Mary Pat Lytle, Erik Thoresen, Brian Utter, and Tim Utter  
**Village Board members absent:** None  
**Staff present:** Village Administrator Don Peterson, Clerk/Deputy Treasurer Deb Neal, Community Development Director Pauline Boness, EMS Director Dave Arnold, and Police Chief Craig Sherven  
**Others present:** Nick Bultman; Amber Gerber, *The McFarland Thistle*; Doug Jenkins; Steve Schoenberger; Scott Gletty-Syoen; and Mike Viessing
3. **PUBLIC HEARING.**
  - a. **On proposed Resolution #07-2012, a Resolution Discontinuing a Portion of Bremer Road in the Village of McFarland, Dane County, Wisconsin. [See also agenda item #7a].** Proposed Resolution #07-2012 discontinues a small piece of unused and unneeded right-of-way of Bremer Road, which will be attached to a buildable lot owned by the Water Utility that was the former site of a municipal well. It is the plan of Utility to eventually sell this lot when the real estate market recovers. The added area will make the lot larger, add more street frontage, and improve access. Last December an adjoining part of the street right-of-way was vacated to a neighboring private property.  
  
**Public Hearing Opened.** President Harried opened the Public Hearing on proposed Resolution #07-2012, a Resolution Discontinuing a Portion of Bremer Road in the Village of McFarland, Dane County, Wisconsin at 7:02 p.m. There was no one present to address the Village Board.  
  
**Public Hearing Closed.** President Harried closed the Public Hearing on proposed Resolution #07-2012, a Resolution Discontinuing a Portion of Bremer Road in the Village of McFarland, Dane County, Wisconsin at 7:02 p.m.
4. **PUBLIC APPEARANCES.**
  - a. **Matt Splinter Memorial Foundation.** Steve Schoenberger addressed the Village Board and presented to the Village a \$28,000 check towards the repayment of the loan the Village made to the Foundation to assist in the construction of a new shelter in 2009 at Brandt Park. President Harried thanked Steve, Doug Jenkins, and the rest of the members for their hard work and dedication to this project which has proven to be a tremendous asset to the park at virtually no cost to Village taxpayers.

5. **PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.**

a. Public Announcements

- (1) Deadline to file late Lottery Credit – October 1
- (2) November 6, 2012 General Election – you can now vote absentee, by mail only.  
Absentee voting in the Clerk's office begins October 22
- (3) Fire Department Open House – October 10

b. Public Communications

- (1) A public information meeting on the US 51 Corridor Study (Stoughton – McFarland) will be held on Monday, October 15 at Stoughton High School from 5:00-8:30 p.m.

6. **CONSENT AGENDA. Motion** by Trustee Thoresen, second by Trustee Czebotar and carried 5-2 by acclamation, with President Harried and Trustees Czebotar, Lytle, Thoresen, and B. Utter voting aye and Trustees Babcock and T. Utter voting no, to approve the items on the Consent Agenda as follows.

- a. Minutes of the regular Village Board meeting of September 10, 2012 and the special Village Board (budget) meeting of August 30, 2012.
- b. Pre-paid checks #57036-57062 in the amount of \$351,344.04 and current checks #57063-57122 in the amount of \$115,201.35.
- c. Recommendations from Police Chief Sherven that the Alcohol Beverage Operator's License applications submitted by Amy Beth May (5100 Bar), Amanda Miller (Parkside Pub), Cory Kittleson and Ryan Michaelis (Loeder Oil) be approved and that the licenses be issued.
- d. Appointment of Robert Fasick as a citizen member (seat 5) of the Plan Commission.

7. **BUSINESS.**

- a. **Action on proposed Resolution #07-2012, a Resolution Discontinuing a Portion of Bremer Road in the Village of McFarland, Dane County, Wisconsin. [see also agenda item #3a] Motion** by Trustee Babcock, second by Trustee Thoresen and carried 7-0 by acclamation to approve Resolution #07-2012, a Resolution Discontinuing a Portion of Bremer Road in the Village of McFarland, Dane County, Wisconsin.

- b. **Action on a parade permit application from Jim Hartman for the Community Halloween parade to be held at 3:00 p.m. on Saturday, October 27, 2012.**

The appropriate Village departments reviewed and recommended approval of this permit.

**Motion** by Trustee B. Utter, second by Trustee T. Utter and carried 7-0 by acclamation to approve the parade permit application from Jim Hartman for the Community Halloween parade to be held at 3:00 p.m. on Saturday, October 27, 2012.

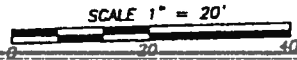
- c. **Action on a recommendation from the Public Safety Committee to issue a "Special Event License" and Temporary "Class B" Wine License to the McFarland Historical Society for the 3rd Annual Chocolate Fest to be held from 7:00 p.m. to 9:30 p.m. on Saturday, November 3, 2012 at the Madison Curling Club, 4802 Marsh Road.**

**Motion** by Trustee Thoresen, second by Trustee Babcock and carried 5-0-2 by acclamation, with Trustees B. Utter and T. Utter abstaining, to approve the issuance of a "Special Event License" and Temporary "Class B" Wine License to the McFarland Historical Society for the 3rd Annual Chocolate Fest to be held from 7:00 p.m. to 9:30 p.m. on Saturday, November 3, 2012 at the Madison Curling Club, 4802 Marsh Road.



**BIRRENKOTT  
SURVEYING, INC.**

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, WI. 53590  
Phone (608) 837-7463  
Fax (608) 837-1081



# RIGHT-OF-WAY VACATION MAP

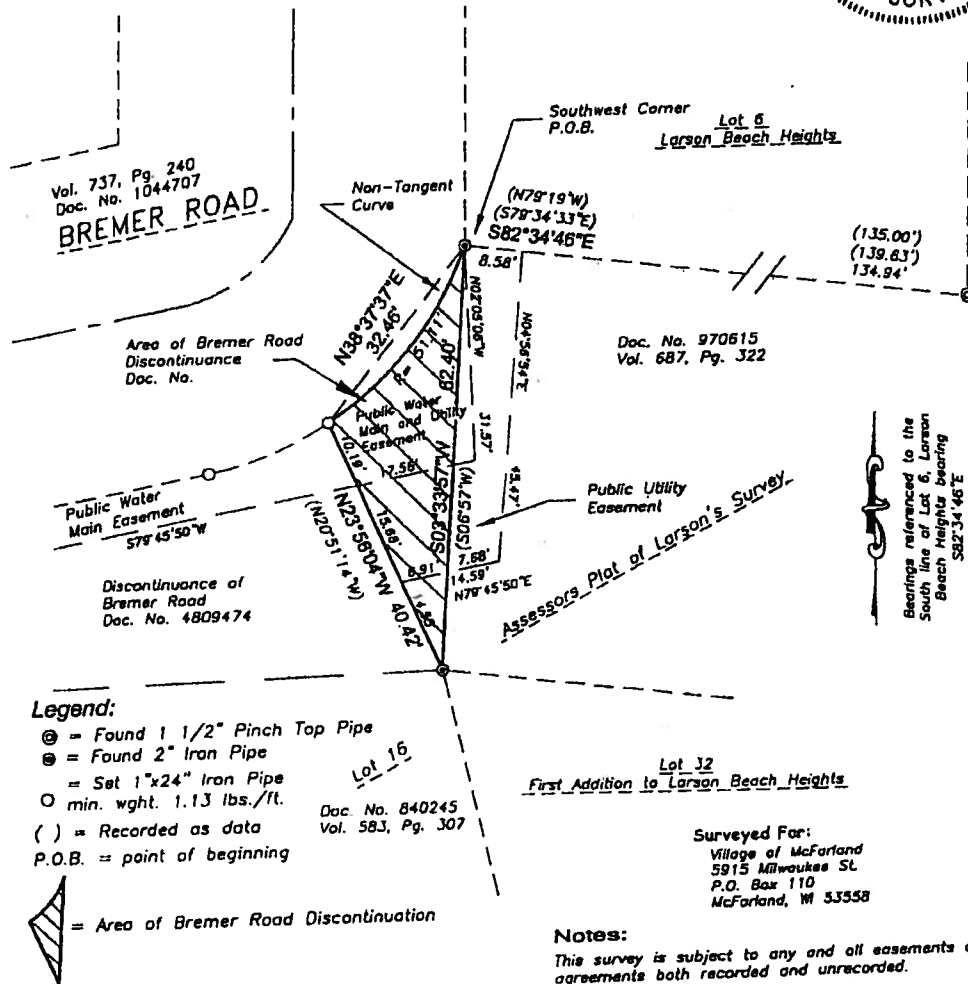
## SURVEYOR'S CERTIFICATE:

I, Daniel V. Birrenkott, hereby certify that this survey is in compliance with the Wisconsin Administrative Code. I also certify that I have surveyed and mapped the lands described hereon and that the map is a correct representation in accordance with the information provided and is correct to the best of my knowledge and belief.

*[Signature]* 7-17-2012  
Daniel V. Birrenkott  
Wisconsin Registered Land Surveyor No. S-1531.

## Bremer Road Discontinuation Description:

Part of lot 16, Assessors Plat of Larson's Survey, located in the Southwest 1/4 of the Southwest 1/4 of Section 34, T7N, R10E, Village of McFarland, Dane County, Wisconsin being more particularly described as follows:  
Beginning at the Southwest corner of Lot 6, Larson Beach Heights, thence S03°33'57"W (recorded as S05°57'W), 62.40 feet; thence N23°56'04"W, 40.42 feet (recorded as N20°51'14"W) to a point on the Southeastly Right-of-way line of Bremer Road; thence along a non-tangent curve along said Right-of-Way; curved to the left with an arc length of 33.04', with a radius of 51.11', with a chord bearing of N38°37'37"E, 32.46 feet to the point of beginning, Containing 524 Sq. Ft. 0.012 Acres.



## Legend:

- ⊙ = Found 1 1/2" Pinch Top Pipe
- ⊙ = Found 2" Iron Pipe
- = Set 1"x24" Iron Pipe
- min. wght. 1.13 lbs./ft.
- ( ) = Recorded as data
- P.O.B. = point of beginning



= Area of Bremer Road Discontinuation

Dated: July 17, 2012  
Surveyed: T.A.S.  
Drawn: T.K.  
Checked: D.V.B.  
Approved: D.V.B.  
Field book: 294/19-21  
Comp. File: J:\2012\CARLSON  
Office Map No. 120242

Doc. No. 840245  
Vol. 583, Pg. 307

Surveyed For:  
Village of McFarland  
5915 Milwaukee St.  
P.O. Box 110  
McFarland, WI 53558

## Notes:

This survey is subject to any and all easements and agreements both recorded and unrecorded.

The disturbance of a survey stake by anyone is in violation of Section 236.32 of Wisconsin Statutes.

Wetlands, if present have not been delineated.

This survey shows visible, above-ground improvements only. No guarantee is made for below-ground structures.

SHEET 1 OF 1



***CERTIFIED SURVEY MAP***

*Prepared For:*

WISCONSIN

DANIEL V. BIRRENKOTT

S-1531

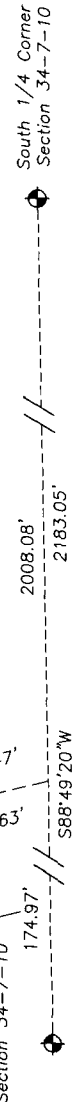
Sun Prairie WI

LAND SURVEYOR

\* = Non-Tangent Curve

WI  
SURVEYOR  
9-26-2012

● = Found 1" Iron Pipe  
 ⊙ = Found 2" Iron Pipe  
 ⊗ = Found 1 1/2" Pinch Top Pipe  
 ○ = Set 1"x24" Iron Pipe  
     min. wght. 1.13 lbs./ft.  
 ( ) = Recorded as data



Page 50 of 58



# CERTIFIED SURVEY MAP

DATED: July 27, 2012

## Birrenkott Surveying, Inc.

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, Wisconsin 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

### Surveyor's Certificate:

I, Daniel V. Birrenkott, hereby certify that this survey is in full compliance with Chapter 236.34 of Wisconsin Statutes. I also certify that by the direction of the owners listed hereon, I have surveyed and mapped the lands described hereon and that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of that land, in accordance with the information provided.

*Daniel V. Birrenkott* 9-26-2012  
Daniel V. Birrenkott, Registered Land Surveyor No. S-1531

### Description:

Part of lot 16, Assessors Plat of Larson's Survey, located in the Southwest 1/4 of the Southwest 1/4 of Section 34, T7N, R10E, Village of McFarland, Dane County, Wisconsin being more particularly described as follows: Commencing at the South 1/4 Corner of said section 34, thence S88°49'20"W, 2008.08 feet along the South line of said Southwest 1/4 to a point on the Easterly Right-of-way line of Bremer Road extended; thence N13°22'10"W, 481.63 feet to a point on said Right-of-way and to the point of beginning; thence S88°46'24"W (recorded as S88°16'W), 29.30 feet; thence N12°47'26"W (recorded as N10°33'W), 59.86 feet; thence N88°46'24"E (recorded as N88°16'E), 30.24 feet to a point on said Right-of-way; thence along a curve to the right with a radius of 21.00 feet, with a chord bearing of N44°11'14"E, 24.44 feet; thence N79°45'50"E (recorded as N82°46'E), 86.45 feet; thence along a curve to the left, with a radius of 45.00 feet, with a chord bearing of N67°26'24"E, 18.27 feet; thence along a non-tangent curve along said Right-of-Way; to the left with a radius of 51.11 feet, with a chord bearing of N38°37'37"E, 32.46 feet to the Southwest corner of Lot 6, Larson Beach Heights; thence S82°34'46"E, 134.94 feet (recorded as S79°19'E 135.00 feet and S79°34'33"E 139.63 feet) along the South line of said Lot 6; thence S08°55'53"W, 62.22 feet (recorded as S12°05'58"W and S12°19'W 62.31 feet) along the west line of Lot 33 First Addition to Larson Beach Heights; thence N82°36'10"W (recorded as N69°55'51"W and N79°19'W), 129.11 feet along the Northerly line of Lot 32 First Addition to Larson Beach Heights and to the Northwest corner of said Lot 32; thence S13°20'03"E, 60.03 feet (recorded as S10°18'45"E and S10°33'E 60.00 feet) along the West line of said Lot 32; thence S88°46'24"W, 136.93 feet (recorded as S88°16'W 167.00') to the point of beginning, Containing 21,587 Sq. Ft, 0.495 Acres.

### Owners Certificate:

As owners, we hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by the Village of McFarland, Board as an approving authority

*Don Peterson*  
Village of McFarland, Don Peterson – Village Administrator

### State of Wisconsin)

**Dane County** ) Personally came before me this 5th day of October, 2012, the above owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*Diane Reinstad*  
Notary Public, Dane County, Wisconsin.

My Commission Expires Sept. 1, 2013

### Village of McFarland Approval

This Certified Survey Map, including any dedication designated herein, is hereby acknowledged and accepted by the Village Board of the Village of McFarland, Dane County, Wisconsin on JULY 23, 2012

*Deb Neal*  
Deb Neal, Village Clerk

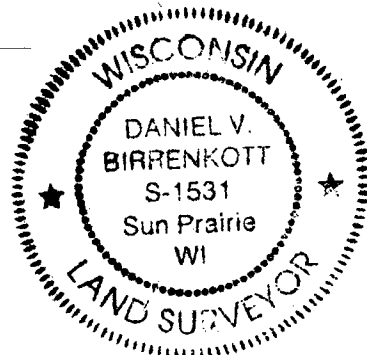
### Notes:

Utility Easement: No poles or buried cables are to be placed on any lot line or corner. The disturbance of a survey stake by anyone is in violation of Section 236.32 of Wisconsin Statutes.

Wetlands if present have not been delineated.

This survey is subject to any and all easements and agreements both recorded and unrecorded.

Refer to building site information contained in the Dane County Soil survey.



### Surveyed For:

Village of McFarland  
5915 Millwaukee St.  
P.O. Box 110  
McFarland, WI 53558

Approved for recording per Dane County Zoning and Land Regulation Committee action of \_\_\_\_\_, 2012

Norbert Scribner, Agent

### Register of Deeds Certificate:

Received for recording this 24th day of Oct, 2012  
at 9:34 o'clock A m and recorded in Volume 87 of Certified Survey  
Maps of \*Dane County on Pages 3-5

*Kristi Chlebowski*  
Kristi Chlebowski, Register of Deeds  
Received 10-23-2012 3:02 pm

Surveyed: TAS  
Drawn: TK  
Checked: DVB  
Approved: DVB  
Field book: 294/19-21  
Tape/File: J:\2012\

Document No. 4925613

Sheet 2 of 3  
Office Map No.: 120242CSM

Certified Survey Map No. 13387, Volume 87, Page 4



# CERTIFIED SURVEY MAP

DATED: July 27, 2012

**Birrenkott  
Surveying, Inc.**

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, Wisconsin 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

## Owners Certificate:

As owners, we hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required by the Village of McFarland, Board as an approving authority

Kathy M. Gray

June B. Severson Estate, Kathy M. Gray – Power of Attorney

## State of Wisconsin)

**Dane County** ) personally came before me this 2<sup>nd</sup> day of October, 2012, the above owners, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Diane Reinstad

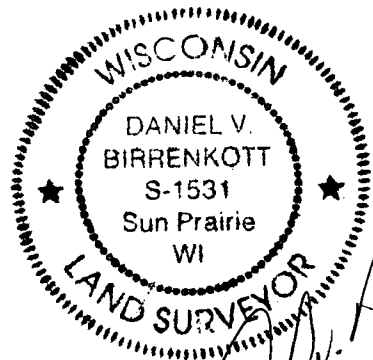
Notary Public, Dane County, Wisconsin.

Sept 1, 2013

My Commission Expires

Diane Reinstad

Printed name



Daniel V. Birrenkott  
9-26-2012

## Surveyed For:

Village of McFarland  
5915 Millwaukee St.  
P.O. Box 110  
McFarland, WI 53558

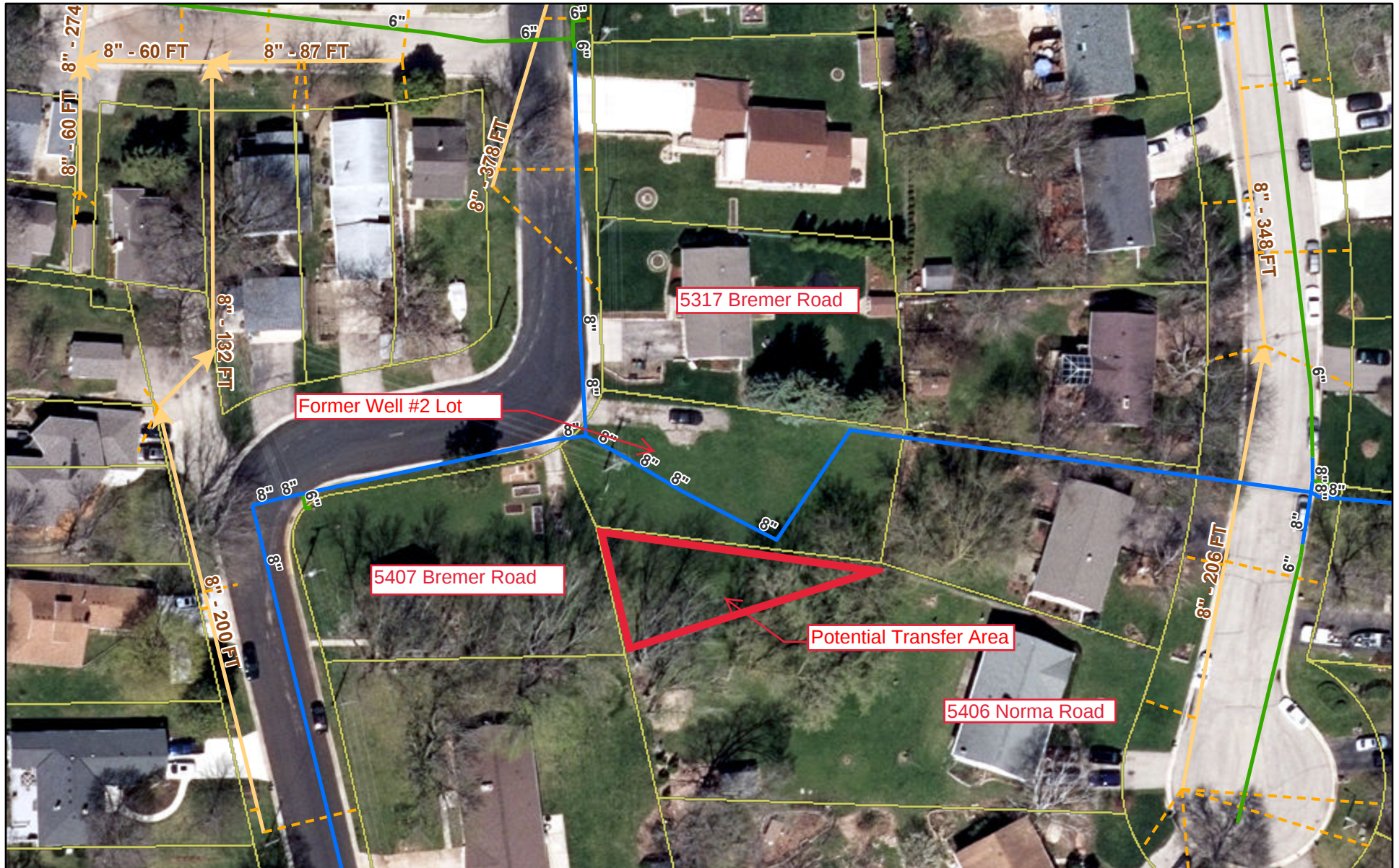
Surveyed: TAS  
Drawn: TK  
Checked: DVB  
Approved: DVB  
Field book: 294/19-21  
Tape/File: J:\2012\

Sheet 3 of 3  
Office Map No.: 120242CSM

Document No. 4925613

Certified Survey Map No. 13387, Volume 87, Page 5

# Bremer Road Abandoned Well Property



1/3/2020, 11:51:56 AM

Water Mains 8"

6"

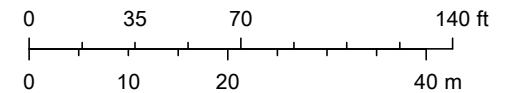
Sanitary Laterals

Gravity Sewer

Parcels

8"

1:1,040



NA, Parcels



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:** Jim Hessling, Public Works Director

**AGENDA ITEM:** Presentation on and planning for utility projects in 2020.

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**

Presentation and overview of the upcoming 2020 utility projects.

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

None



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:**

**AGENDA ITEM:** Presentation of the Public Works Monthly Report from the Director.

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

1. December 2019 directors report

**PUBLIC WORKS COMMITTEE**

**January 14, 2020**

**PUBLIC UTILITIES COMMITTEE**

**January 21, 2020**

**PARKS, RECREATION & NATURAL RESOURCES COMMITTEE**

**January 23, 2020**

**Public Works Directors Report**

**for**

**December 2019**

The following is information concerning events and activities of the Public Works Department along with the Water and Sewer Utilities for the previous month. This information is provided in brief to provide an overview of the highlights.

**Snow Events**

The department handled various snow events as listed below.

- December 12 spotted salting operations
- December 14 salting operations
- December 31 plowing and salting operations

**Water Meter Testing**

Residential and commercial water meter testing is underway. This practice is a PSC requirement.

**Tree Trimming**

Street terrace and park trees are starting to be trimmed up. This will continue through the winter months as time and weather conditions permit.

**Parking Lot Lights**

New outdoor lighting were installed in the Bashford Street parking lot and match those of the gazebo and sitting area.

**Meetings/Training/Seminars**

Hessling participated in the following:

APWA monthly board meeting



## VILLAGE BOARD SUMMARY SHEET

**MEETING DATE:** Tuesday, January 21, 2020

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:**

**AGENDA ITEM:** December Impact Fee Report

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

1. Dec Impact Fee Report

## 2019 WATER SYSTEM IMPACT FEES

| Collected in<br>Month    | 2019 Fees        | 2018 Fees        | 2019 Impact Fee Distribution |                 |                 |
|--------------------------|------------------|------------------|------------------------------|-----------------|-----------------|
|                          |                  |                  | Tower                        | Main            | Well            |
| January                  | 2,600.00         | 6,500.00         | 1,465.92                     | 416.00          | 718.08          |
| February                 | 6,500.00         | 16,251.00        | 3,664.80                     | 1,040.00        | 1,795.20        |
| March                    | 1,950.00         | 3,250.00         | 1,099.44                     | 312.00          | 538.56          |
| <b>1st Quarter Total</b> | <b>11,050.00</b> | <b>26,001.00</b> | <b>6,230.16</b>              | <b>1,768.00</b> | <b>3,051.84</b> |
| April                    | 10,400.00        | 5,200.00         | 5,863.68                     | 1,664.00        | 2,872.32        |
| May                      | 1,950.00         | 3,250.00         | 1,099.44                     | 312.00          | 538.56          |
| June                     | 9,100.00         | 5,200.00         | 5,130.72                     | 1,456.00        | 2,513.28        |
| <b>2nd Quarter Total</b> | <b>21,450.00</b> | <b>13,650.00</b> | <b>12,093.84</b>             | <b>3,432.00</b> | <b>5,924.16</b> |
| July                     | 1,950.00         | 14,300.00        | 1,099.44                     | 312.00          | 538.56          |
| August                   | 650.00           | 3,900.00         | 366.48                       | 104.00          | 179.52          |
| September                | 1,300.00         | 3,250.00         | 732.96                       | 208.00          | 359.04          |
| <b>3rd Quarter Total</b> | <b>3,900.00</b>  | <b>21,450.00</b> | <b>2,198.88</b>              | <b>624.00</b>   | <b>1,077.12</b> |
| October                  | 7,151.00         | 6,500.00         | 4,031.83                     | 1,144.16        | 1,975.01        |
| November                 | 6,500.00         | 1,950.00         | 3,664.80                     | 1,040.00        | 1,795.20        |
| December                 | 7,150.00         | 1,950.00         | 4,031.28                     | 1,144.00        | 1,974.72        |
| <b>4th Quarter Total</b> | <b>20,801.00</b> | <b>10,400.00</b> | <b>11,727.91</b>             | <b>3,328.16</b> | <b>5,744.93</b> |

### HISTORICAL WATER IMPACT FEE TOTALS

|                    |                      |             |                      |                      |                      |
|--------------------|----------------------|-------------|----------------------|----------------------|----------------------|
| 2019 Total         | 57,201.00            |             | 32,250.79            | 9,152.16             | 15,798.05            |
| 2018 Total         | 71,501.00            |             | 40,313.34            | 11,440.16            | 19,747.50            |
| 2017 Total         | 60,801.20            |             | 34,281.17            | 9,728.00             | 16,792.03            |
| 2016 Total         | 38,026.00            |             | 23,708.24            | 5,252.00             | 9,065.76             |
| 2015 Total         | 5,851.00             |             | 3,298.92             | 936.00               | 1,616.08             |
| 2014 Total         | 7,150.00             |             | 4,031.28             | 1,144.00             | 1,974.72             |
| 2013 Total         | 21,125.00            |             | 11,910.59            | 3,380.00             | 5,834.41             |
| 2012 Total         | 13,650.00            |             | 7,696.08             | 2,184.00             | 3,769.92             |
| 2011 Total         | 12,350.00            |             | 6,963.12             | 1,976.00             | 3,410.88             |
| 2010 Total         | 5,200.00             |             | 2,931.84             | 832.00               | 1,436.16             |
| 2009 Total         | 7,150.00             |             | 4,031.26             | 1,144.00             | 1,974.74             |
| 2008 Total         | 10,400.00            |             | 5,863.62             | 1,664.00             | 2,872.38             |
| 2007 Total         | 34,451.00            |             | 19,423.88            | 5,512.16             | 9,514.96             |
| 2006 Total         | 28,927.00            |             | 16,309.33            | 4,628.32             | 7,989.35             |
| 2005 Total         | 52,326.00            |             | 29,501.92            | 8,372.16             | 14,451.92            |
| 2004 Total         | 77,679.00            |             | 43,796.20            | 12,428.64            | 21,454.16            |
| 2003 Total         | 59,802.00            |             | 33,716.97            | 9,568.32             | 16,516.71            |
| 2002 Total         | 69,625.00            |             | 39,255.27            | 11,140.00            | 19,229.73            |
| 2001 Total         | 55,271.50            |             | 31,162.62            | 8,843.44             | 15,265.44            |
| 2000 Total         | 56,701.00            |             | 31,968.59            | 9,072.16             | 15,660.25            |
| 1999 Total         | 55,388.00            |             | 31,228.31            | 8,862.08             | 15,297.61            |
| 1998 Total         | 14,581.73            |             | 8,227.33             | 2,333.08             | 4,027.32             |
| <b>Grand Total</b> | <b>\$ 815,157.43</b> | <b>\$ -</b> | <b>\$ 461,864.67</b> | <b>\$ 129,592.68</b> | <b>\$ 223,700.08</b> |

|         |          |          |          |
|---------|----------|----------|----------|
| \$650=  | \$366.48 | \$104.00 | \$179.52 |
| \$1300= | \$732.96 | \$208.00 | \$359.04 |

Tower= .56381, Main=.16, Well=.27619