

Monday, January 27, 2020

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) Village Candidates for Spring Election certified
 - 2) Absentee Voting to begin January 28th for Spring Primary
 - b. Public Communications
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the January 13, 2020 Village Board meeting.
 - b. Motion to approve pre-paid checks #76098-76177 in the amount of \$69,078.57 and current checks #76178-76273 in the amount of \$298,213.48.
 - c. Motion to approve appointing Sharon Payne and Rita Sears to serve as Election Inspectors for the 2020-2021 term
5. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Village Board. Members of the public who wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit.
6. BUSINESS.
 - a. Parks, Recreation, and Natural Resources Committee (Trustees Kolk & Utter)
 - 1) Discussion and action to consider acceptance of the Park Impact Fee Study.
 - 2) Discussion and action regarding a proposal for aquatic development planning services.
 - 3) Discussion and action regarding planning services for a Pickleball Development project.
 - 4) Discussion and action regarding planning services for Larson Park hardscape project.

- 5) Discussion and action regarding the issuance of a Request for Proposals (RFP) for park master planning services at William McFarland Park and future Community Park.
- 6) Discussion and action regarding the issuance of a Request for Proposals (RFP) for planning services related to park improvements to be developed for individuals with special needs.

b. Plan Commission (President Czebotar & Trustee Kolk)

- 1) Discussion and action regarding Ordinance No. 2020-01: an Ordinance rezoning lands recently annexed near CTH. AB and Siggelkow Road and subject to Dane County zoning to classifications in the Village zoning code.
- 2) Discussion and action regarding a request by the Village of McFarland for a Certified Survey Map (CSM) located at 3234 County Highway AB, McFarland, WI in order to create two parcels.
- 3) Discussion and action regarding Ordinance No. 2020-04: an ordinance to establish a fee for building permit applications for balconies, decks and porches.

c. Public Utilities Committee (Trustees Lytle & Kryzenske)

- 1) Discussion and action on purchasing "No Fault Sewer" extended coverage through the League of Wisconsin Municipalities Mutual Insurance Carrier.
- 2) Discussion and action regarding the Request For Proposals for yard waste and drop off site services

d. Public Works Committee (Trustees Kolk & Adrian)

- 1) Discussion and action regarding engineering services from Town and Country Engineering in order to design the reconstruction of County Highway MN from Holscher Road to County Highway AB.

e. Discussion and action to approve the filling of a vacancy of 24 hour Emergency Medical Technician position within the Fire and Rescue Department.

f. Discussion and action on Resolution #2020-06: a resolution ratifying and approving a purchase agreement for property located at 4313 Triangle Street.

g. Discussion and action to approve a contract extension for Building Inspection Services from General Engineering.

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

7. CLOSED SESSION.

- a. Discussion and action on entering into Closed Session in accordance with Wis. Stats. 19.85(1)(c) to consider employment, promotion, compensation, or other performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to consider 2019 performance evaluation data and employment contract for the Village Administrator position.
- b. Discussion and action to reconvene into Open Session.
- c. Discussion and action regarding the 2019 Performance Evaluation and employment contract for the Village Administrator position.

8. ADJOURNMENT.

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



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Village Candidates for Spring Election certified

PREVIOUS ACTION:

ISSUE SUMMARY:

Village candidates and ballot placement have been certified for the April 7, 2020 Spring Election. Candidates and ballot placement are as follows:

Village Trustee(vote for no more than three):

Alyssa Charlesworth

Carolyn Clow

Michael Flaherty

Justin Rupert

Municipal Judge(Vote for one):

Randi Othrow

A candidate forum will be held on March 14th at 11 a.m. at the McFarland Municipal Center for Village Trustees. More information on candidate forum to follow closer to the election.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:



None



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Absentee Voting to begin January 28th for Spring Primary

PREVIOUS ACTION:

ISSUE SUMMARY:

The Village of McFarland will hold a Spring Primary on February 18, 2020 for the statewide office of Justice of the Supreme Court. In-office absentee voting will begin on January 28th and run through Friday February 14th in the administration offices daily Monday through Friday from 8 a.m. to 4:30 p.m. On Friday February 14th Village offices will be open until 5 p.m. for absentee voting.

Voters may also request to receive an absentee ballot by mail by visiting:

<https://myvote.wi.gov/en-US/VoteAbsentee>

Please contact the Village Administration office with any questions on voting or absentee ballots.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, January 13, 2020 - 7:00 PM

1. CALL TO ORDER.

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

2. ATTENDANCE/ROLL CALL.

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

Village Board members not present: None

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

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) A Proclamation resolving that January 13-17, 2020 be declared Adult School Crossing Guard Recognition week in the State of Wisconsin.

President Brad Czebotar proclaimed January 13-17, 2020 to be Adult School Crossing Guard recognition week in the State of Wisconsin and the Village of McFarland.

b. Public Communications

Letter from Dane County Emergency Management on two round table discussions on local government EM practices to be held Thursday January 30, 2020, 9 a.m. to 12 p.m. and 6:30 p.m. to 9 p.m.

Public Information meeting on Phase Two of the Lower Yahara River Trail - January 15, 2020, Pleasant Springs Town Hall, 7:00 p.m.

Public Notice of an Air Pollution Control Permit Application Review - Review for Mendota Mental Health Institute, 301 Troy Drive, Madison WI & Statz B Farm, 5707 CTH VV, Marshall WI.

Madison Metro Sewer District Customer Meeting - February 5, 2020 7:30 a.m. to 9:30 a.m.

4. CONSENT AGENDA.

a. Motion to approve the minutes of the December 9, 2019 Village Board meeting.

- b. Motion to approve pre-paid checks #75846-75993 in the amount of \$331,470.46 and current checks #75994-76097 in the amount of \$9,077,699.27.
- c. Motion to approve the alcohol beverage operator's license for Jennifer Pestor (Loeder Oil) and Terry Carr (Parkside Pub) or the period ending June 30, 2020

Motion by President Brad Czebotar, second by Trustee Mary Pat Lytle, to approve the consent agenda as amended. Motion carries 6 - 1 - 0 by acclamation on item a and 7 - 0 - 0 by acclamation on items b and c.

5. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Members of the public who wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit.
None.

6. BUSINESS.

- a. Committee of the Whole

- 1) Discussion and action on Resolution 2020-04: a resolution to create an ad-hoc committee to create a plan for and study of sustainability within the Community.

Motion by Village President Brad Czebotar, second by Trustee Stephanie Brassington, to approve Resolution 2020-04: a resolution to create an ad-hoc committee to create a plan for and study of sustainability within the Community as amended by the Committee of the Whole. Motion carries 7 - 0 - 0 by acclamation.

- b. Parks, Recreation, and Natural Resources Committee (Trustee Kolk & Utter)

- 1) Discussion and action regarding a proposal for woodland clearing at Urso/Schuetz Park.

Motion by Trustee Dan Kolk , second by Trustee Clair Utter, to approve a proposal for woodland clearing at Urso/Schuetz Park. Motion carries 6 - 1 - 0 by acclamation with Trustee Eric Kryzenske voting nay.

- c. Public Utilities Committee (Trustee Lytle & Kryzenske)

- 1) Discussion and action to make a recommendation to the Village Board regarding a the Request For Proposals for yard waste and drop off site services

Motion by Trustee Mary Pat Lytle, second by Trustee Eric Kryzenske, to approve the Request For Proposals for yard waste and drop off site services Motion carries 7 - 0 - 0 by acclamation.

- d. Discussion and action on Resolution 2020-01: A Resolution to rescind taxes due to palpable error on parcel number 0710-343-3887-4
Motion by Trustee Clair Utter, second by Trustee Jerry Adrian, to approve Resolution 2020-01: A Resolution to rescind taxes due to palpable error on parcel number 0710-343-3887-4 Motion carries 7 - 0 - 0 by acclamation.
- e. Discussion and action to schedule annual review of the Village Administrator.
Motion by President Brad Czebotar, second by Trustee Stephanie Brassington, to convene in closed session on January 27, 2020 to conduct the annual review of the Village Administrator. Motion carries 7 - 0 - 0 by acclamation.
- f. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.
None.

7. CLOSED SESSION.

- a. Discussion and action in order to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to the acquisition of property at the following locations:
 - 1) 4313 Triangle Street (Tax Increment District #3).
 - 2) 5407 Bashford Street (Tax Increment District #4).
- b. Discussion and action in order to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(g) in order to confer with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically to consider action to abate a public nuisance located at 5861 Holscher Road.
Motion by President Czebotar, second by Trustee Adrian, to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to the acquisition of property at the following locations: 1) 4313 Triangle Street (Tax Increment District #3) & 2) 5407 Bashford Street (Tax Increment District #4), and to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(g) in order to confer with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically to consider action to abate a public nuisance located at 5861 Holscher Road. Motion carries on a roll call vote: Adrian- aye, Brassington-aye, Czebotar-aye, Kolk-aye, Kryzenske-aye, Lytle-aye, and Utter-nay.
- c. Discussion and action to reconvene into Open Session.
Motion by President Brad Czebotar, second by Trustee Dan Kolk, to reconvene into Open Session. Motion carries 7 - 0 - 0 by acclamation.

- d. Discussion and action regarding the consideration of an offer to purchase the property located at 4313 Triangle Street within Tax Increment District #3.

Motion by Trustee Kolk, second by Trustee Brassington, to accept the counter offer to purchase in the amount of \$475,000 in order to acquire the property located at 4313 Triangle Street within Tax Increment District #3.. Motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- e. Discussion and action on Resolution 2020-02: a resolution to authorize the condemnation of 4313 Triangle Street.

No action was taken on this resolution.

- f. Discussion and action on Resolution 2020-03: a resolution to consider action to abate a public nuisance located at 5861 Holscher Road.

Motion by President Brad Czebotar, second by Trustee Mary Pat Lytle, to adopt Resolution 2020-03: a resolution to consider action to abate a public nuisance located at 5861 Holscher Road. Motion carries 7 - 0 - 0 by acclamation.

8. ADJOURNMENT.

Motion by Trustee Dan Kolk, second by Trustee Stephanie Brassington, to adjourn the meeting at 8:23 pm. Motion carries 7 - 0 - 0 by acclamation.

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

Respectfully submitted,
Cassandra M. Suettinger
Village Clerk/Treasurer

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/14/2020	76098	16474	AKHTAR, NAHEED & FINCH, PE	PROEPRTY TAX OVERPAY	011420	1	100-2364	4,053.28
01/20	01/14/2020	76098	16474	AKHTAR, NAHEED & FINCH, PE	PROEPRTY TAX OVERPAY	011420-2	1	100-2364	3,518.29
Total 76098:									7,571.57
01/20	01/14/2020	76099	16087	ALBERS, JASON & JESSICA	PROP TAX OVERPMT	011420	1	100-2364	207.04
Total 76099:									207.04
01/20	01/14/2020	76100	17247	ANDERSON, JONATHAN & AMY	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	217.51
Total 76100:									217.51
01/20	01/14/2020	76101	16137	BAUMGARTEN, JEFFREY & RE	PROP TAX OVERPMT	011420	1	100-2364	102.62
Total 76101:									102.62
01/20	01/14/2020	76102	17272	BECK, CAROL	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	18.00
Total 76102:									18.00
01/20	01/14/2020	76103	17014	BEXSON, JOE & AMY	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	91.72
Total 76103:									91.72
01/20	01/14/2020	76104	17263	BLAKESLEE, CHRISTOPHER &	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	185.15
Total 76104:									185.15
01/20	01/14/2020	76105	17269	BREDESON, KENT & TRUDY	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	6,881.49
Total 76105:									6,881.49
01/20	01/14/2020	76106	16009	CHAMBERS, CURTIS & SHERI	PROP TAX OVERPMT	011420	1	100-2364	210.91

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76106:									210.91
01/20	01/14/2020	76107	17010	CONGDON, DANIEL & JENNA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	6.20
01/20	01/14/2020	76107	17010	CONGDON, DANIEL & JENNA	PROPERTY TAX OVERPAYMENT	011420-2	1	100-2364	794.20
01/20	01/14/2020	76107	17010	CONGDON, DANIEL & JENNA	PROPERTY TAX OVERPAYMENT	011420-3	1	100-2364	5.58
Total 76107:									805.98
01/20	01/14/2020	76108	16596	CONNERY, TERRI	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	149.39
Total 76108:									149.39
01/20	01/14/2020	76109	17271	CORNELIUS, KRISTOPHER & JE	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	2,909.50
Total 76109:									2,909.50
01/20	01/14/2020	76110	17275	DAVIS, JAMES & VICTORIA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	201.25
Total 76110:									201.25
01/20	01/14/2020	76111	16807	DMG HOLDINGS LLC	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	128.35
01/20	01/14/2020	76111	16807	DMG HOLDINGS LLC	PROPERTY TAX OVERPAYMENT	011420-2	1	100-2364	83.18
Total 76111:									211.53
01/20	01/14/2020	76112	17278	DOERING, BRIAN & CHARLENE	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	220.11
Total 76112:									220.11
01/20	01/14/2020	76113	16159	ELMER, JOSEPH & SUSAN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	125.27
Total 76113:									125.27
01/20	01/14/2020	76114	17248	EVERSON, SARA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	181.94
Total 76114:									181.94
01/20	01/14/2020	76115	17274	FAUST, MATTHEW & DAWN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	2,675.79

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/14/2020	76115	17274	FAUST, MATTHEW & DAWN	PROPERTY TAX OVERPAYMENT	011420-2	1	100-2364	12,519.88
Total 76115:									15,195.67
01/20	01/14/2020	76116	17273	FEMAL, MATTHEW & BRITTANY	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	344.69
Total 76116:									344.69
01/20	01/14/2020	76117	16107	FERNAN, PATRICK & LISA	PROP TAX OVERPMT	011420	1	100-2364	170.26
Total 76117:									170.26
01/20	01/14/2020	76118	17262	FESSLER, LUKE & MEGHAN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	218.74
Total 76118:									218.74
01/20	01/14/2020	76119	17250	FISH, JOHN & HEATHER	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	104.33
Total 76119:									104.33
01/20	01/14/2020	76120	14087	FREDRICK, CHRISTOPHER	PROP TAX OVERPMT	011420	1	100-2364	158.35
Total 76120:									158.35
01/20	01/14/2020	76121	17260	GIEMZA, JUSTIN & JENNIFER	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	116.47
Total 76121:									116.47
01/20	01/14/2020	76122	14173	HAEFFNER DANIEL	PROP TAX OVERPMT	011420	1	100-2364	55.82
Total 76122:									55.82
01/20	01/14/2020	76123	17280	HAMMONDS, DAVID & ARMINTI	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	276.57
Total 76123:									276.57
01/20	01/14/2020	76124	16789	HANSEN, PAUL AND EMILY	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	4,890.28

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76124:									4,890.28
01/20	01/14/2020	76125	16012	HARDIMAN, MICHAEL	PROP TAX OVERPMT	011420	1	100-2364	139.29
Total 76125:									139.29
01/20	01/14/2020	76126	16166	HARRISON, MONICA & HOYT	PROP TAX OVERPMT	011420	1	100-2364	201.34
Total 76126:									201.34
01/20	01/14/2020	76127	17249	HARTSON, JOSEPH	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	161.16
Total 76127:									161.16
01/20	01/14/2020	76128	16567	HASTINGS AIR ENERGY CONT	TAILPIPE ADAPTER	181263	1	400-57220-812-104	722.53
Total 76128:									722.53
01/20	01/14/2020	76129	16790	HOLDEN, ALEXANDER	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	70.22
Total 76129:									70.22
01/20	01/14/2020	76130	17012	JAKUBOWSKI, ANDREW & KRIS	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	187.31
Total 76130:									187.31
01/20	01/14/2020	76131	17261	KARLS, MATTHEW & JESSICA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	205.98
Total 76131:									205.98
01/20	01/14/2020	76132	17276	KING, ANDREW	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	175.10
Total 76132:									175.10
01/20	01/14/2020	76133	16097	KLUMPYAN, JEFFREY & TAMME	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	201.78
Total 76133:									201.78

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/14/2020	76134	17279	KORTH, CONNIE	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	143.00
Total 76134:									143.00
01/20	01/14/2020	76135	16072	KRAMER, JEFFERY & AMY	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	169.57
Total 76135:									169.57
01/20	01/14/2020	76136	16067	KRANZ, DONALD & JOAN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	122.16
Total 76136:									122.16
01/20	01/14/2020	76137	16082	KROES, MICHAEL	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	218.05
Total 76137:									218.05
01/20	01/14/2020	76138	16124	KUENZI, GARY & KAREN	PROP TAX OVERPMT	011420	1	100-2364	9.36
Total 76138:									9.36
01/20	01/14/2020	76139	16757	LABEOTS, BRANDON & RACHE	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	110.64
Total 76139:									110.64
01/20	01/14/2020	76140	16003	LEFAVE, TIM & MARCY	PROP TAX OVERPMT	011420	1	100-2364	195.03
Total 76140:									195.03
01/20	01/14/2020	76141	16154	MAHONEY, PATRICK & KELLIE	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	149.39
Total 76141:									149.39
01/20	01/14/2020	76142	17255	MALLEGNI, MICHAEL & SARA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	147.46
Total 76142:									147.46
01/20	01/14/2020	76143	14080	MALY ERIC/KELLY	PROP TAX OVERPMT	011420	1	100-2364	4,087.36

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76143:									4,087.36
01/20	01/14/2020	76144	17256	MITCHELL, CHRISTIAN & MELIS	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	219.21
Total 76144:									219.21
01/20	01/14/2020	76145	17268	NALE, DANIEL	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	220.11
Total 76145:									220.11
01/20	01/14/2020	76146	17264	NORTON, KRISTIN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	1,396.75
Total 76146:									1,396.75
01/20	01/14/2020	76147	16752	NOWAK, PETER & LINDA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	146.33
Total 76147:									146.33
01/20	01/14/2020	76148	17259	OFFERDAHL, BRIAN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	346.44
Total 76148:									346.44
01/20	01/14/2020	76149	17257	O'LEARY LIVING TR	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	105.59
Total 76149:									105.59
01/20	01/14/2020	76150	17252	OTTEM LVING TR	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	234.95
Total 76150:									234.95
01/20	01/14/2020	76151	17266	PAAP, DEEANNA & NICHOLAS T	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	147.52
Total 76151:									147.52
01/20	01/14/2020	76152	17258	PENNEKAMP, AMANDA & STEV	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	190.62
Total 76152:									190.62

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/14/2020	76153	16011	PENTONY, ELISABETH	PROP TAX OVERPMT	011420	1	100-2364	118.27
Total 76153:									118.27
01/20	01/14/2020	76154	17277	RIDDLE, SAMUEL & ELIZABETH	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	114.48
Total 76154:									114.48
01/20	01/14/2020	76155	17270	RING, TODD	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	226.39
Total 76155:									226.39
01/20	01/14/2020	76156	16167	SEELIGER, JEFFREY & CATHER	PROP TAX OVERPMT	011420	1	100-2364	170.41
Total 76156:									170.41
01/20	01/14/2020	76157	17267	SMITH, RICHARD DANA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	216.35
Total 76157:									216.35
01/20	01/14/2020	76158	16774	SMITH, TRAVIS & JERALD BUR	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	122.98
Total 76158:									122.98
01/20	01/14/2020	76159	17254	ST CLAIR, CHRIS & MEGHAN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	2,542.58
Total 76159:									2,542.58
01/20	01/14/2020	76160	16104	STETENFELD, ERNEST & ELIZA	PROP TAX OVERPMT	011420	1	100-2364	227.04
Total 76160:									227.04
01/20	01/14/2020	76161	16322	STRYKER SALES CORP	STRYKER ANNUAL	2859348M	1	100-52200-240-000	2,325.60
Total 76161:									2,325.60
01/20	01/14/2020	76162	17251	SUTKA, ROBIN	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	135.71

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76162:									135.71
01/20	01/14/2020	76163	17265	TERBRACK, ROBERT & REBEC	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	132.54
Total 76163:									132.54
01/20	01/14/2020	76164	16913	TIM O'BRIEN HOMES	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	230.27
Total 76164:									230.27
01/20	01/14/2020	76165	17253	VANDEKIEFT LIVING TR	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	297.76
Total 76165:									297.76
01/20	01/14/2020	76166	16764	WEAVER, MATTHEW & APRIL	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	180.90
Total 76166:									180.90
01/20	01/14/2020	76167	16161	WILSON, SCOTT & NICOLE	PROP TAX OVERPMT	011420	1	100-2364	149.76
Total 76167:									149.76
01/20	01/14/2020	76168	16146	YOUNG, THOMAS & JOHANNA	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	162.08
Total 76168:									162.08
01/20	01/14/2020	76169	17007	ZOLADZ, KAREN & THEODORE	PROPERTY TAX OVERPAYMENT	011420	1	100-2364	180.95
Total 76169:									180.95
01/20	01/17/2020	76170	30	ALLIANT ENERGY/WP&L	MUNICIPAL CENTER	011420	1	100-51600-220-000	3,125.76
01/20	01/17/2020	76170	30	ALLIANT ENERGY/WP&L	LIBRARY	011420	2	205-55110-220-000	2,099.26
01/20	01/17/2020	76170	30	ALLIANT ENERGY/WP&L	WELL #4	011420	3	600-53716-220-000	1,541.53
01/20	01/17/2020	76170	30	ALLIANT ENERGY/WP&L	SOCCER BUILDING	011420	4	100-55200-220-000	169.30
01/20	01/17/2020	76170	30	ALLIANT ENERGY/WP&L	FLOOD LIGHT	011420	5	100-55200-220-000	27.70
Total 76170:									6,963.55

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/17/2020	76171	1989	CORPORATE BUSINESS SYSTE	COPIER	26225335	1	205-55110-240-000	190.54
Total 76171:									190.54
01/20	01/17/2020	76172	748	PURCHASE POWER	METER RENTAL	011020	1	100-51420-311-000	180.00
Total 76172:									180.00
01/20	01/24/2020	76178	30	ALLIANT ENERGY/WP&L	3234 COUNTY RD AB	011520	1	100-55200-220-000	16.70
Total 76178:									16.70
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	BANNER CASES	16RX-RV6D-	1	200-59200-390-000	25.99
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	OFFICE STORAGE	16RX-RV6D-	2	200-55600-340-000	29.99
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	STAFF IDS	16RX-RV6D-	3	100-51420-310-000	13.99
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	19TM-HMLF-	1	100-52400-310-000	299.99
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	1DJT-V7XP-J	1	100-52400-310-000	219.98
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	POSTAGE INK	1LMW-G9XM	1	100-51420-310-000	46.29
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	COMPUTER ACCESSORY	1MRT-PFXW	1	100-52100-310-000	14.69
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	KEYBOARD/MOUSE	1RPK-3HTT-	1	100-51420-810-000	31.23
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	DIGITAL SIGNAGE	1WPM-4676-	1	205-55110-342-000	1,122.54
01/20	01/24/2020	76179	17084	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	1XRJ-PPTW-	1	100-52400-310-000	136.02
Total 76179:									1,940.71
01/20	01/24/2020	76180	2216	ANDRES MEDICAL	OCTOBER COLLECTIONS	247756	1	100-46230-000	2,815.98
01/20	01/24/2020	76180	2216	ANDRES MEDICAL	DECEMBER COLLECTIONS	248193	1	100-46230-000	1,754.73
Total 76180:									4,570.71
01/20	01/24/2020	76181	17232	APG OF SOUTHERN WISCONSI	HIRING CLASSIFIED	27890-1219	1	100-52100-340-000	145.00
01/20	01/24/2020	76181	17232	APG OF SOUTHERN WISCONSI	VILLAGE BOARD MINUTES	28886-1219	1	100-51100-321-000	162.88
Total 76181:									307.88
01/20	01/24/2020	76182	10	ARAMARK	MATS	1640969011	1	205-55110-242-000	41.65
01/20	01/24/2020	76182	10	ARAMARK	MATS	1640974363	1	205-55110-242-000	41.65

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76182:									83.30
01/20	01/24/2020	76183	17187	B&H PHOTO	DIGITAL SIGNAGE	166398451	1	205-55110-342-000	1,930.24
01/20	01/24/2020	76183	17187	B&H PHOTO	DIGITAL SIGNAGE	166406577	1	205-55110-342-000	444.90
01/20	01/24/2020	76183	17187	B&H PHOTO	MEETING ROOM UPGRADE	166620896	1	205-55110-342-000	559.20
01/20	01/24/2020	76183	17187	B&H PHOTO	PRODUCTION EQUIPMENT	166870170	1	200-55600-342-000	8,437.80
01/20	01/24/2020	76183	17187	B&H PHOTO	PRODUCTION EQUIPMENT	166920237	1	200-55600-342-000	21.12
Total 76183:									11,393.26
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	1	100-51540-510-000	462.00
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	2	305-56700-210-000	34.65
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	3	310-56700-210-000	34.65
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	4	315-56700-210-000	34.65
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	5	600-53610-510-000	173.25
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	6	600-53710-510-000	288.75
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	7	605-53440-340-000	115.50
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	GEN & AUTO INSURANCE	3473	8	610-53620-340-000	11.55
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	1	100-51540-511-000	698.80
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	2	305-56700-210-000	52.41
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	3	310-56700-210-000	52.41
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	4	315-56700-210-000	52.41
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	5	600-53610-510-000	262.05
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	6	600-53710-510-000	436.75
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	7	605-53440-340-000	174.70
01/20	01/24/2020	76184	2173	BAER INSURANCE SERVICES L	EQUIPMENT INSURANCE	3514	8	610-53620-340-000	17.47
Total 76184:									2,902.00
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035030860	1	205-55110-344-000	419.61
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035033153	1	205-55110-344-000	609.06
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2035035202	1	205-55110-344-000	303.29
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2035036651	1	205-55110-344-000	44.07
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2035048490	1	205-55110-344-000	416.14
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035051708	1	205-55110-344-000	129.44
01/20	01/24/2020	76185	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	5015946406	1	205-55110-344-000	70.68

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76185:									1,992.29
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - SW	2639	1	605-53440-311-000	10.24
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - GF	2639	2	100-51420-311-000	409.49
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - TID#3	2639	3	305-51410-210-000	102.38
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - TID#4	2639	4	310-51410-210-000	102.38
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - UTIL WATER	2639	5	600-53610-210-000	10.24
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - UTIL SEWER	2639	6	600-53710-311-000	10.24
01/20	01/24/2020	76186	17220	BCS INC	TAX BILL MAILING - SOLID W	2639	7	610-53620-340-000	37.54
Total 76186:									682.51
01/20	01/24/2020	76187	17281	BLUEGREEN	CARPET CLEANING	16291	1	205-55110-242-000	4,576.96
Total 76187:									4,576.96
01/20	01/24/2020	76188	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83451612	1	100-52200-340-000	225.98
01/20	01/24/2020	76188	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83451613	1	100-52200-340-000	91.68
01/20	01/24/2020	76188	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83469217	1	100-52200-340-000	310.50
01/20	01/24/2020	76188	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83472442	1	100-52200-340-000	54.09
Total 76188:									682.25
01/20	01/24/2020	76189	114	BP	PW FUEL	5760288521	1	600-53615-341-000	37.50
01/20	01/24/2020	76189	114	BP	PW FUEL	5760288521	2	600-53710-341-000	75.00
01/20	01/24/2020	76189	114	BP	PW FUEL	5760288521	3	600-53616-341-000	75.00
01/20	01/24/2020	76189	114	BP	PW FUEL	5760288521	4	600-53718-341-000	37.50
01/20	01/24/2020	76189	114	BP	PW FUEL	5760288521	5	605-53440-341-000	112.51
01/20	01/24/2020	76189	114	BP	PW FUEL	5760288521	6	100-53000-341-000	412.52
Total 76189:									750.03
01/20	01/24/2020	76190	17287	BUTORAC, EMILY	PROPERTY TAX OVERPAYMENT	012720	1	100-2364	204.33
Total 76190:									204.33
01/20	01/24/2020	76191	150	CDW GOVERNMENT INC	MEETING ROOM UPGRADE	WGS0788	1	205-55110-342-000	387.68
01/20	01/24/2020	76191	150	CDW GOVERNMENT INC	NEW LAPTOP/ACCESSORIES	WLH9190	1	100-51420-810-000	1,169.70

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76191:									1,557.38
01/20	01/24/2020	76192	172	CITY OF MADISON TREASURE	SIGNS	26757	1	100-53000-340-000	97.52
01/20	01/24/2020	76192	172	CITY OF MADISON TREASURE	MPD TRAINING-JACOBSEN	26796	1	100-52100-331-000	40.00
Total 76192:									137.52
01/20	01/24/2020	76193	16247	CITY TREASURER	STORMWATER CHARGE	07100600-01	1	605-53440-530-000	20.21
Total 76193:									20.21
01/20	01/24/2020	76194	194	CONCENTRA	CONCENTRA PHYSICAL	103106540	1	100-52200-210-000	328.00
01/20	01/24/2020	76194	194	CONCENTRA	CONCENTRA FLU SHOT	103110275	1	100-52200-210-000	1,367.00
Total 76194:									1,695.00
01/20	01/24/2020	76195	1989	CORPORATE BUSINESS SYSTE	COPIER LEASE	26276364	1	205-55110-240-000	142.30
Total 76195:									142.30
01/20	01/24/2020	76196	227	DANE CO CHIEFS' OF POLICE A	DUES - SHERVEN, REDMAN	2020-MFPD	1	100-52100-320-000	80.00
Total 76196:									80.00
01/20	01/24/2020	76197	235	DANE CO EMS ASSOCIATION	2020 DANE COUNTY ASSC DUES	010120	1	100-52200-320-000	150.00
Total 76197:									150.00
01/20	01/24/2020	76198	247	DANE CO TREASURER	JAIL & SURCHARGES FOR DEC	154-010120	1	100-45110-000	1,058.52
Total 76198:									1,058.52
01/20	01/24/2020	76199	17283	DEGNAN, LINDA	PROGRAM FEE	302	1	205-55110-391-000	50.00
Total 76199:									50.00
01/20	01/24/2020	76200	17045	DETROIT SALT COMPANY	ROAD SALT	S120-02930	1	100-53000-370-000	8,139.44
01/20	01/24/2020	76200	17045	DETROIT SALT COMPANY	ROAD SALT	S120-03173	1	100-53000-370-000	7,967.62

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76200:									16,107.06
01/20	01/24/2020	76201	281	DIGGERS HOTLINE INC	LOCATES SEWER	191 2 37601	1	600-53610-210-000	98.50
01/20	01/24/2020	76201	281	DIGGERS HOTLINE INC	LOCATES SEWER	191 2 37601	2	600-53710-210-000	98.51
Total 76201:									197.01
01/20	01/24/2020	76202	1358	EBI INC	FURNITURE REPLACEMENT AND REPAIR	150950	1	400-57500-811-101	919.00
01/20	01/24/2020	76202	1358	EBI INC	BREAKROOM FURNITURE	150951	1	100-51420-810-000	4,813.75
01/20	01/24/2020	76202	1358	EBI INC	MEETING ROOM CHAIRS	151218	1	205-55110-242-000	1,858.35
Total 76202:									7,591.10
01/20	01/24/2020	76203	16187	ELAINE URSO LLP	UTIL OVERSIZING PER AGREEMENT	123019	1	600-53614-822-000	1,584.00
01/20	01/24/2020	76203	16187	ELAINE URSO LLP	UTIL OVERSIZING PER AGREEMENT	123019	2	600-53714-822-000	21,299.00
Total 76203:									22,883.00
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPIER STAPLES	462501-0	1	100-51420-310-000	3.55
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	FOLDERS FOR BUILDING INSPECTORS	462501-0	2	100-52400-310-000	32.64
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COURT - COPY PAPER	462501-0	3	100-51200-310-000	35.68
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	4	100-51420-310-000	214.08
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	5	305-51410-210-000	12.84
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	6	310-51410-210-000	12.84
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	7	315-51410-210-000	12.84
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	8	600-53610-310-000	51.38
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	9	600-53710-310-000	51.38
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	10	605-53440-310-000	51.38
01/20	01/24/2020	76204	1200	EZ OFFICE PRODUCTS	COPY PAPER	462501-0	11	610-53620-310-000	21.42
Total 76204:									500.03
01/20	01/24/2020	76205	1921	FRONTIER	PW PHONE	011620	1	600-53610-310-000	137.82
01/20	01/24/2020	76205	1921	FRONTIER	PW PHONE	011620	2	600-53710-310-000	137.82
01/20	01/24/2020	76205	1921	FRONTIER	PW PHONE	011620	3	605-53440-340-000	68.92
01/20	01/24/2020	76205	1921	FRONTIER	ADMIN PHONE	011620	4	100-51420-221-000	49.23
01/20	01/24/2020	76205	1921	FRONTIER	FIRE/EMS PHONE	011620	5	100-52200-221-000	49.23
01/20	01/24/2020	76205	1921	FRONTIER	OUTREACH PHONE	011620	6	100-54600-221-000	49.23

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/24/2020	76205	1921	FRONTIER	PW PHONE	011620	7	100-53000-221-000	49.23
01/20	01/24/2020	76205	1921	FRONTIER	CD PHONE	011620	8	100-52400-221-000	49.23
01/20	01/24/2020	76205	1921	FRONTIER	PD PHONE	011620	9	100-52100-221-000	49.23
01/20	01/24/2020	76205	1921	FRONTIER	COMM TECH PHONE	011620	10	200-55600-221-000	49.23
Total 76205:									689.17
01/20	01/24/2020	76206	395	GENERAL COMMUNICATIONS I	VEHICLE MAINTENANCE	278570	1	100-52200-241-000	610.00
Total 76206:									610.00
01/20	01/24/2020	76207	17092	GENERAL ENGINEERING COMP	BUILDING INSPECTION SERVICES	11	1	100-52400-211-000	9,057.26
Total 76207:									9,057.26
01/20	01/24/2020	76208	16897	GERBER LEISURE PRODUCTS,	PARK EQUIPMENT	6393	1	405-57620-811-101	1,547.00
Total 76208:									1,547.00
01/20	01/24/2020	76209	17285	GLATFELTER SPECIALTY BENE	GLAFELER SPECIALTY BENEFITS	012220	1	100-52200-120-000	14,500.00
Total 76209:									14,500.00
01/20	01/24/2020	76210	408	GRAINGER INC	PINNED BRUSH ROLL	9407506188	1	100-51600-242-000	41.52
Total 76210:									41.52
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	UTILITY BILLS	65445	1	600-53611-311-000	42.92
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	UTILITY BILLS	65445	2	600-53711-311-000	42.92
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	UTILITY BILLS	65445	3	605-53440-311-000	42.91
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	METER INSPECTION REPORTS	65446	1	600-53710-321-000	31.74
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	METER INSPECTION REPORTS	65446	2	600-53610-321-000	31.74
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	CROSS CONNECTION FORMS	65447	1	600-53710-321-000	74.10
01/20	01/24/2020	76211	1694	HEARTLAND LITHO	CROSS CONNECTION FORMS	65447	2	600-53610-321-000	74.10
Total 76211:									340.43
01/20	01/24/2020	76212	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1202317	1	605-53440-340-000	8.83
01/20	01/24/2020	76212	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1202317	2	600-53616-340-000	8.83

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/24/2020	76212	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1202317	3	600-53716-340-000	8.83
01/20	01/24/2020	76212	1904	HUMPHREY SERVICE PARTS IN	SHOP SUPPLIES	1202317	4	100-53000-340-000	32.40
Total 76212:									58.89
01/20	01/24/2020	76213	452	HYDRITE CHEMICAL	WATER CHEMICALS	02320541	1	600-53717-340-000	801.87
Total 76213:									801.87
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	COURT	19244	1	100-51200-210-000	83.03
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	GEN ADMIN	19244	2	100-51450-210-000	332.13
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	POLICE	19244	3	100-52100-210-000	853.88
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	FIRE/EMS	19244	4	100-52200-240-000	363.96
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	OUTREACH	19244	5	100-54600-210-000	110.80
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	COMM DEV	19244	6	100-52400-210-000	83.03
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	PUBLIC WORKS	19244	7	100-53000-210-000	113.22
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	WATER	19244	8	600-53710-210-000	45.25
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	SEWER	19244	9	600-53610-210-000	45.25
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	STORMWATER	19244	10	605-53440-310-000	45.12
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	EM MGT	19244	11	100-52500-221-000	27.67
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	FAMILY FESTIVAL	19244	12	100-51450-210-000	27.67
01/20	01/24/2020	76214	16783	INFORMATION TECHNOLOGY P	SERVER AND BACK UP	19244	13	100-51450-210-000	4,108.59
Total 76214:									6,239.60
01/20	01/24/2020	76215	469	ITRON INC	ITRON SERVICES	543812	1	600-53610-210-000	321.14
01/20	01/24/2020	76215	469	ITRON INC	ITRON SERVICES	543812	2	600-53710-210-000	321.13
Total 76215:									642.27
01/20	01/24/2020	76216	345	JFTCO, INC	TIRES	MIMS000002	1	605-53440-241-000	105.00
01/20	01/24/2020	76216	345	JFTCO, INC	TIRES	MIMS000002	2	600-53616-241-000	105.00
01/20	01/24/2020	76216	345	JFTCO, INC	TIRES	MIMS000002	3	600-53718-241-000	105.00
01/20	01/24/2020	76216	345	JFTCO, INC	TIRES	MIMS000002	4	100-53000-241-000	385.00
Total 76216:									700.00
01/20	01/24/2020	76217	2205	JOB, JEREMY	JJOB TUITION REIMBURSEMENT	JJTUITION-2	1	100-52100-331-000	650.00
01/20	01/24/2020	76217	2205	JOB, JEREMY	JOB TRAINING	JJTUITION-2	1	100-52100-331-000	200.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76217:									850.00
01/20	01/24/2020	76218	16340	KENT, HEATHER	WLA MILEAGE	HK101119	1	205-55110-331-000	75.40
Total 76218:									75.40
01/20	01/24/2020	76219	500	KESSENICH'S LTD	STEAM TABLE	INV10300	1	400-57500-811-101	1,332.74
Total 76219:									1,332.74
01/20	01/24/2020	76220	17289	KIENAST, MICKEY & KAYCEE	PROPERTY TAX OVERPAYMENT	012720	1	100-2364	8.72
Total 76220:									8.72
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190746P	1	100-53000-241-000	176.87
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190746P	2	600-53718-241-000	48.23
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190746P	3	600-53616-241-000	48.23
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190746P	4	605-53440-241-000	48.23
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190747P	1	100-53000-241-000	35.82
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190747P	2	600-53718-241-000	9.77
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190747P	3	600-53616-241-000	9.77
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	TRUCK PARTS	8190747P	4	605-53440-241-000	9.77
01/20	01/24/2020	76221	2121	LAKESIDE INTERNATIONAL LLC	POLICECARS MAINTENANCE	8194051P	1	100-52100-241-000	827.47
Total 76221:									1,214.16
01/20	01/24/2020	76222	17224	LARSON, ERIN	PARK DEPOSIT REFUND	011320	1	100-1624	200.00
Total 76222:									200.00
01/20	01/24/2020	76223	765	LEGAL SHIELD	LEGAL SHIELD	0108629-011	1	100-2156	409.75
Total 76223:									409.75
01/20	01/24/2020	76224	16782	MADISON EMERGENCY PHYSI	MEDICAL DIRECTION JANUARY	MCFARLAN	1	100-52200-211-000	700.00
01/20	01/24/2020	76224	16782	MADISON EMERGENCY PHYSI	MEDICAL DIRECTION FEBRUARY	MCFARLAN	1	100-52200-211-000	700.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76224:									1,400.00
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90718	1	100-53000-241-000	138.60
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90718	2	600-53718-241-000	37.80
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90718	3	600-53616-241-000	37.80
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90718	4	605-53440-241-000	37.80
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90774	1	100-53000-241-000	208.34
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90774	2	600-53718-241-000	56.82
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90774	3	600-53616-241-000	56.82
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	1-90774	4	605-53440-241-000	56.82
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	1-90792	1	100-53000-241-000	103.68
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	1-90792	2	600-53718-241-000	28.28
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	1-90792	3	600-53616-241-000	28.27
01/20	01/24/2020	76225	581	MADISON TRUCK EQUIPMENT I	TRUCK MAINTENANCE	1-90792	4	605-53440-241-000	28.27
Total 76225:									819.30
01/20	01/24/2020	76226	1759	MANDT SANDFILL TRUCKING	STREET SWEEPINGS	49734	1	605-53440-210-000	55.00
Total 76226:									55.00
01/20	01/24/2020	76227	606	MCFARLAND FIREFIGHTERS' A	QUARTERLY PAYROLL PAYMENT	123119	1	100-2180	525.00
Total 76227:									525.00
01/20	01/24/2020	76228	1948	MCFARLAND KWIK TRIP	RESTITUTION FROM E COLIN	01092020	1	100-2645	9.78
Total 76228:									9.78
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	1	100-51600-242-000	42.66
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	2	100-53000-241-000	20.27
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	3	100-53000-340-000	113.66
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	4	100-53000-370-000	100.72
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	5	100-55200-210-000	14.01
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	6	100-55200-390-000	7.18
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	7	100-55200-340-000	133.44
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	8	205-55110-242-000	220.10
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	9	600-53616-241-000	5.53

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	10	600-53616-242-000	26.03
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	11	600-53616-340-000	30.99
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	12	600-53716-242-000	11.65
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	13	600-53716-340-000	30.97
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	14	600-53718-241-000	5.53
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	15	600-53718-340-000	8.99
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	16	605-53440-241-000	5.52
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	17	605-53440-242-000	11.64
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	18	605-53440-340-000	30.99
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PW ITEMS	95094-12311	19	605-53440-390-000	7.64
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	TAPSLICE	95094-12311	20	100-52200-340-000	2.96
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	BATTERY	95094-12311	21	100-52200-340-000	14.39
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	NIGHT BULB	95094-12311	22	100-52200-340-000	2.06
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	FUSE	95094-12311	23	100-52200-340-000	7.00
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	WASH MITT	95094-12311	24	100-52200-340-000	8.08
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	SPARK PLUG	95094-12311	25	100-52200-241-000	8.08
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	NUTS/FASTENERS	95094-12311	26	100-52200-241-000	2.52
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	CREDIT - PLUG	95094-12311	27	100-52200-241-000	3.14
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	BITS	95094-12311	28	100-52200-340-000	10.15
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	FUSE	95094-12311	29	100-52200-340-000	2.24
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	PLASTIC SCRAPER	95094-12311	30	100-52200-340-000	2.69
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	TAPE	95094-12311	31	100-52200-340-000	19.79
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	FUEL	95094-12311	32	100-52200-341-000	30.56
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	GORILLA TAPE	95094-12311	33	100-52200-242-000	10.79
01/20	01/24/2020	76229	618	MCFARLAND TRUE VALUE	WREATH HANGER	95094-12311	34	100-54600-310-000	4.04
Total 76229:									949.73
01/20	01/24/2020	76230	620	MCFARLAND YOUTH CENTER	ANNUAL CONTRIBUTION	011420	1	210-55300-720-000	40,250.00
Total 76230:									40,250.00
01/20	01/24/2020	76231	17290	MCKAY, JAMES & JANET	PROPERTY TAX OVERPAYMENT	012720	1	100-2364	7,152.32
Total 76231:									7,152.32
01/20	01/24/2020	76232	16207	MEIER, KEVIN & KRISTI	PROP TAX OVERPMT	012720	1	100-2364	50.04

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76232:									50.04
01/20	01/24/2020	76233	634	MENARDS - MONONA	PARK SUPPLIES	85754	1	100-55200-210-000	129.79
01/20	01/24/2020	76233	634	MENARDS - MONONA	PARK SUPPLIES	85755	1	100-55200-340-000	76.83
01/20	01/24/2020	76233	634	MENARDS - MONONA	PW SUPPLIES	85883	1	100-53000-340-000	19.20
01/20	01/24/2020	76233	634	MENARDS - MONONA	PW SUPPLIES	85883	2	600-53716-340-000	5.23
01/20	01/24/2020	76233	634	MENARDS - MONONA	PW SUPPLIES	85883	3	600-53616-340-000	5.23
01/20	01/24/2020	76233	634	MENARDS - MONONA	PW SUPPLIES	85883	4	605-53440-340-000	5.23
01/20	01/24/2020	76233	634	MENARDS - MONONA	PARK SUPPLIES	85884	1	100-55200-210-000	26.45
01/20	01/24/2020	76233	634	MENARDS - MONONA	MUNICIPAL CENTER REPAIR	85894	1	605-53440-242-000	6.38
01/20	01/24/2020	76233	634	MENARDS - MONONA	MUNICIPAL CENTER REPAIR	85894	2	600-53616-242-000	6.38
01/20	01/24/2020	76233	634	MENARDS - MONONA	MUNICIPAL CENTER REPAIR	85894	3	600-53716-242-000	6.38
01/20	01/24/2020	76233	634	MENARDS - MONONA	MUNICIPAL CENTER REPAIR	85894	4	100-51600-242-000	23.40
Total 76233:									310.50
01/20	01/24/2020	76234	640	MGE	STREET LIGHTS	11299443-01	1	100-53000-291-000	733.72
Total 76234:									733.72
01/20	01/24/2020	76235	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	798772	1	205-55110-345-000	35.00
01/20	01/24/2020	76235	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	799273	1	205-55110-345-000	9.00
Total 76235:									44.00
01/20	01/24/2020	76236	4	MIDDLETON FORD	POLICE VEHICLE MAINTENANCE	145497	1	100-52100-241-000	44.72
Total 76236:									44.72
01/20	01/24/2020	76237	17286	MILSAP, ALEXANDER & ALYSSA	PROPERTY TAX OVERPAYMENT	012720	1	100-2364	1,090.12
Total 76237:									1,090.12
01/20	01/24/2020	76238	664	MILWAUKEE JOURNAL SENTIN	NEWSPAPER SUBSCRIPTION	011520	1	205-55110-344-000	596.18
Total 76238:									596.18
01/20	01/24/2020	76239	2185	MSA PROFESSIONAL SERVICE	3234 CTH AB ACQUISITION	R09361014.0	1	400-57620-826-000	4,700.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76239:									4,700.00
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	L8 BATTERY	699884	1	100-52200-241-000	259.10
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	L8 BATTERY CREDIT	700405	1	100-52200-241-000	10.00-
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	VEHICLE PARTS	700407	1	605-53440-340-000	9.12
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	VEHICLE PARTS	700407	2	600-53716-340-000	9.12
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	VEHICLE PARTS	700407	3	600-53616-340-000	9.12
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	VEHICLE PARTS	700407	4	100-53000-340-000	33.45
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	M8 MAINTENANCE	701329	1	100-52100-241-000	293.11
01/20	01/24/2020	76240	1896	NAPA AUTO PARTS	WELLHOUSE BATTERY	701677	1	600-53716-340-000	136.40
Total 76240:									739.42
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2566643.00	1	605-53440-340-000	15.88
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2566643.00	2	600-53616-340-000	15.88
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2566643.00	3	600-53716-340-000	15.87
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2566643.00	4	100-53000-340-000	58.22
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2567402.00	1	605-53440-340-000	14.23
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2567402.00	2	600-53616-340-000	14.23
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2567402.00	3	600-53716-340-000	14.23
01/20	01/24/2020	76241	2082	NASSCO INC	PW SUPPLIES	S2567402.00	4	100-53000-340-000	52.17
01/20	01/24/2020	76241	2082	NASSCO INC	CLEANING SUPPLIES	S2569310.00	1	100-51600-242-000	131.05
Total 76241:									331.76
01/20	01/24/2020	76242	9151	PAGE PRODUCTION	SENIOR NEWS	20-2	1	100-54600-321-000	565.00
Total 76242:									565.00
01/20	01/24/2020	76243	16923	PERFECT TYPE & PRINT, INC	ORANGE ENVELOPES	33387	1	100-52100-340-000	105.00
Total 76243:									105.00
01/20	01/24/2020	76244	1980	PRAXIS CONSULTING	YEARLY MAINTENANCE -QUICK CLERKS	20100606	1	100-51200-210-000	950.00
Total 76244:									950.00
01/20	01/24/2020	76245	2229	PRECISION LIFT AND EQUIPME	LIFT REPAIR	128704	1	100-53000-242-000	674.30

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01/20	01/24/2020	76245	2229	PRECISION LIFT AND EQUIPME	LIFT REPAIR	128704	2	600-53616-242-000	183.90
01/20	01/24/2020	76245	2229	PRECISION LIFT AND EQUIPME	LIFT REPAIR	128704	3	600-53716-242-000	183.90
01/20	01/24/2020	76245	2229	PRECISION LIFT AND EQUIPME	LIFT REPAIR	128704	4	605-53440-242-000	183.90
Total 76245:									1,226.00
01/20	01/24/2020	76246	764	PREMIER PAINT & WALLPAPER	PAINT	56611	1	100-52400-310-000	103.16
01/20	01/24/2020	76246	764	PREMIER PAINT & WALLPAPER	PAINT	56653	1	100-52400-310-000	47.99
Total 76246:									151.15
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	445881	1	605-53440-210-000	5.85
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	445881	2	100-53000-340-000	21.45
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	445881	3	600-53710-210-000	5.85
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	445881	4	600-53610-210-000	5.85
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	445882	1	100-51600-340-000	25.30
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	445882	2	600-53710-210-000	6.90
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	445882	3	600-53610-210-000	6.90
01/20	01/24/2020	76247	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	445882	4	605-53440-210-000	6.90
Total 76247:									85.00
01/20	01/24/2020	76248	802	RENNERT'S FIRE EQUIP SRV IN	PW BUCKET TRUCK	41752	1	605-53440-241-000	718.92
01/20	01/24/2020	76248	802	RENNERT'S FIRE EQUIP SRV IN	PW BUCKET TRUCK	41752	2	600-53616-241-000	718.92
01/20	01/24/2020	76248	802	RENNERT'S FIRE EQUIP SRV IN	PW BUCKET TRUCK	41752	3	600-53718-241-000	718.92
01/20	01/24/2020	76248	802	RENNERT'S FIRE EQUIP SRV IN	PW BUCKET TRUCK	41752	4	100-53000-241-000	2,636.01
Total 76248:									4,792.77
01/20	01/24/2020	76249	17024	ROGERS, BRIAN	PROPERTY TAX OVERPAYMENT	012720	1	100-2364	55.55
Total 76249:									55.55
01/20	01/24/2020	76250	17284	SCHEDULESPLUS	ANNUAL LICENSE	1672	1	100-54600-210-000	720.00
Total 76250:									720.00
01/20	01/24/2020	76251	16223	SCHKIRKIE, JACOB	PROP TAX OVERPMT	012720	1	100-2364	220.11

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76251:									220.11
01/20	01/24/2020	76252	17288	SMITS, MICHEAL & CINDY	PROPERTY TAX OVERPAYMENT	012720	1	100-2364	.52
01/20	01/24/2020	76252	17288	SMITS, MICHEAL & CINDY	PROPERTY TAX OVERPAYMENT	012720-2	1	100-2364	.52
01/20	01/24/2020	76252	17288	SMITS, MICHEAL & CINDY	PROPERTY TAX OVERPAYMENT	012720-3	1	100-2364	20.06
01/20	01/24/2020	76252	17288	SMITS, MICHEAL & CINDY	PROPERTY TAX OVERPAYMENTS	012720-4	1	100-2364	20.06
01/20	01/24/2020	76252	17288	SMITS, MICHEAL & CINDY	PROPERTY TAX OVERPAYMENT	012720-5	1	100-2364	20.06
01/20	01/24/2020	76252	17288	SMITS, MICHEAL & CINDY	PROPERTY TAX OVERPAYMENT	012720-6	1	100-2364	.52
Total 76252:									61.74
01/20	01/24/2020	76253	879	SOUTH CENTRAL LIBRARY SYS	ILS SOFTWARE & TECH SUPPORT	20-020	1	205-55110-211-000	44,611.96
Total 76253:									44,611.96
01/20	01/24/2020	76254	1738	STATE OF WI TREASURER	MONTHLY COURT FEES - DEC	154-010120	1	100-45110-000	2,805.46
Total 76254:									2,805.46
01/20	01/24/2020	76255	17282	STOUGHTON YOGA	YOGA PROGRAM	301	1	205-55110-391-000	90.00
Total 76255:									90.00
01/20	01/24/2020	76256	16322	STRYKER SALES CORP	2020 ANNUAL MONITOR DUES	2889577M	1	100-52200-240-000	2,998.80
Total 76256:									2,998.80
01/20	01/24/2020	76257	2032	TEN-41	UNIFORMS	828	1	100-52200-142-000	165.00
Total 76257:									165.00
01/20	01/24/2020	76258	2042	THOMSON REUTERS	WEST INFORMATION CHARGES	841606781-R	1	100-52100-210-000	191.14
Total 76258:									191.14
01/20	01/24/2020	76259	957	TOM'S AUTO CENTER INC	VEHICLE MAINT	0045952	1	100-52100-241-000	110.00
01/20	01/24/2020	76259	957	TOM'S AUTO CENTER INC	M3 MAINTENANCE	0045993	1	100-52100-241-000	30.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 76259:									140.00
01/20	01/24/2020	76260	16640	TOP PACK DEFENSE LLC	JOB - UNIFORM ALLOWANCE	3368	1	100-52100-142-000	327.46
01/20	01/24/2020	76260	16640	TOP PACK DEFENSE LLC	MILLER - UNIFORM ALLOWANCE	3371	1	100-52100-142-000	203.22
01/20	01/24/2020	76260	16640	TOP PACK DEFENSE LLC	TOWNS - UNIFORM ALLOWANCE	3373	1	100-52100-142-000	69.99
01/20	01/24/2020	76260	16640	TOP PACK DEFENSE LLC	CRAFT - UNIFORM ALLOWANCE	3447	1	100-52100-142-000	42.28
01/20	01/24/2020	76260	16640	TOP PACK DEFENSE LLC	SCHROECKENTHALER - UNIFORM ALLOW	3459	1	100-52100-142-000	875.00
Total 76260:									1,517.95
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	ESCROW	21105	1	100-2640	158.75
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	PARKVIEW ESTATES - MC115	21108	1	100-2640	553.75
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	VERIDIAN/JUNIPER RIDGE - MC140	21109	1	100-2640	320.00
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	2019 LOWER YAHARA TRAIL - MC142	21110	1	400-57620-827-116	577.50
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	WINSLAMB MODEL UPDATES - MC145	21111	1	605-53440-211-000	3,135.00
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	2019 STREET/WATERMAIN IMP - MC148	21112	1	400-57310-821-000	962.50
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	2019 GIS SUPPORT - MC149	21113	1	100-52400-211-000	2,405.00
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	4703 TERMINAL (EZRA) REVIEW - MC152	21114	1	100-2640	5,101.95
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	2020 STREET & UTILITY IMPROVEMENTS	21115	1	400-57310-821-000	1,333.25
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	SANITARY SEWER SUPPORT SERVICES	21116	1	600-53610-211-000	732.50
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	SANITARY SEWER SUPPORT SERVICES	21117	1	600-53610-211-000	308.10
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	STORMWATER SUPPORT SERVICES	21118	1	605-53440-823-000	2,462.50
01/20	01/24/2020	76261	958	TOWN & COUNTRY ENGINEER	ESCROW	21119	1	100-2640	258.75
Total 76261:									18,309.55
01/20	01/24/2020	76262	9152	TOWN OF BLOOMING GROVE	TOWN TAX REIMBURSEMENT	011420	1	100-51420-595-000	32,996.64
Total 76262:									32,996.64
01/20	01/24/2020	76263	961	TOWN OF DUNN	ANNEXATION PAYMENT	011420	1	100-51420-595-000	664.33
Total 76263:									664.33
01/20	01/24/2020	76264	9140	TRITECH FORENSICS INC	MISCELLANEOUS SUPPLIES	217387	1	100-52100-340-000	32.97
Total 76264:									32.97

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
01/20	01/24/2020	76265	2270	UNITY POINT HEALTH	BLOODWORK	010520	1	100-52100-210-000	106.95
Total 76265:									106.95
01/20	01/24/2020	76266	1015	VILLAGE OF MCFARLAND	RESCINDED TAXES	2019RESCIN	1	100-2610	796.31
Total 76266:									796.31
01/20	01/24/2020	76267	1709	VON BRIESEN & ROPER S.C.	LABOR & PERSONNEL	309930	1	100-51300-210-103	770.00
Total 76267:									770.00
01/20	01/24/2020	76268	16236	WEBER, MARK	REIMBURSE FOR SAFETY BOOTS	MW122819	1	100-53000-142-000	201.03
Total 76268:									201.03
01/20	01/24/2020	76269	16241	WI DEPT OF JUSTICE	HIRING BACKGROUND CHECKS	L1373T-1231	1	100-51420-211-000	77.00
01/20	01/24/2020	76269	16241	WI DEPT OF JUSTICE	BACKGROUND CHECKS	L1373T-1231	2	100-51420-310-000	14.00
Total 76269:									91.00
01/20	01/24/2020	76270	16333	WI DEPT OF JUSTICE - TIME	MONTHLY ACCESS CHARGE	455TIME-000	1	100-52100-210-000	354.00
Total 76270:									354.00
01/20	01/24/2020	76271	1080	WI MUNICIPAL COURT CLERKS	COURT CLERK ASSOCIATION DUES	2020DUES	1	100-51200-320-000	45.00
Total 76271:									45.00
01/20	01/24/2020	76272	1091	WI STATE FIRECHIEFS ASSN	CHEIF DENNIS TRAINING	2020-01-20	1	100-52200-331-000	200.00
01/20	01/24/2020	76272	1091	WI STATE FIRECHIEFS ASSN	CHIEF OFFICER RENEWAL FEE	MR-2020-04	1	100-52200-320-000	95.00
Total 76272:									295.00
01/20	01/24/2020	76273	1910	ZURBUCHEN OIL INC	BULK DIESEL FUEL	240714	1	100-53000-341-000	705.64
Total 76273:									705.64

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Grand Totals:									365,328.05

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-1624	200.00	.00	200.00
100-2120	13.14	203,096.66-	203,083.52-
100-2156	409.75	.00	409.75
100-2180	525.00	.00	525.00
100-2364	65,575.28	.00	65,575.28
100-2610	796.31	.00	796.31
100-2640	6,393.20	.00	6,393.20
100-2645	9.78	.00	9.78
100-45110-000	3,863.98	.00	3,863.98
100-46230-000	4,570.71	.00	4,570.71
100-51100-321-000	162.88	.00	162.88
100-51200-210-000	1,033.03	.00	1,033.03
100-51200-310-000	35.68	.00	35.68
100-51200-320-000	45.00	.00	45.00
100-51300-210-103	770.00	.00	770.00
100-51420-211-000	77.00	.00	77.00
100-51420-221-000	49.23	.00	49.23
100-51420-310-000	291.91	.00	291.91
100-51420-311-000	589.49	.00	589.49
100-51420-595-000	33,660.97	.00	33,660.97
100-51420-810-000	6,014.68	.00	6,014.68
100-51450-210-000	4,468.39	.00	4,468.39
100-51540-510-000	462.00	.00	462.00
100-51540-511-000	698.80	.00	698.80
100-51600-220-000	3,125.76	.00	3,125.76
100-51600-242-000	238.63	.00	238.63
100-51600-340-000	25.30	.00	25.30
100-52100-142-000	1,517.95	.00	1,517.95
100-52100-210-000	1,505.97	.00	1,505.97
100-52100-221-000	49.23	.00	49.23
100-52100-241-000	1,305.30	.00	1,305.30

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-52100-310-000	14.69	.00	14.69
100-52100-320-000	80.00	.00	80.00
100-52100-331-000	890.00	.00	890.00
100-52100-340-000	282.97	.00	282.97
100-52200-120-000	14,500.00	.00	14,500.00
100-52200-142-000	165.00	.00	165.00
100-52200-210-000	1,695.00	.00	1,695.00
100-52200-211-000	1,400.00	.00	1,400.00
100-52200-221-000	49.23	.00	49.23
100-52200-240-000	5,688.36	.00	5,688.36
100-52200-241-000	879.70	13.14-	866.56
100-52200-242-000	10.79	.00	10.79
100-52200-320-000	245.00	.00	245.00
100-52200-331-000	200.00	.00	200.00
100-52200-340-000	751.61	.00	751.61
100-52200-341-000	30.56	.00	30.56
100-52400-210-000	83.03	.00	83.03
100-52400-211-000	11,462.26	.00	11,462.26
100-52400-221-000	49.23	.00	49.23
100-52400-310-000	839.78	.00	839.78
100-52500-221-000	27.67	.00	27.67
100-53000-142-000	201.03	.00	201.03
100-53000-210-000	113.22	.00	113.22
100-53000-221-000	49.23	.00	49.23
100-53000-241-000	3,704.59	.00	3,704.59
100-53000-242-000	674.30	.00	674.30
100-53000-291-000	733.72	.00	733.72
100-53000-340-000	428.07	.00	428.07
100-53000-341-000	1,118.16	.00	1,118.16
100-53000-370-000	16,207.78	.00	16,207.78
100-54600-210-000	830.80	.00	830.80
100-54600-221-000	49.23	.00	49.23
100-54600-310-000	4.04	.00	4.04
100-54600-321-000	565.00	.00	565.00
100-55200-210-000	170.25	.00	170.25
100-55200-220-000	213.70	.00	213.70
100-55200-340-000	210.27	.00	210.27
100-55200-390-000	7.18	.00	7.18
200-2120	.00	8,564.13-	8,564.13-
200-55600-221-000	49.23	.00	49.23

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
200-55600-340-000	29.99	.00	29.99
200-55600-342-000	8,458.92	.00	8,458.92
200-59200-390-000	25.99	.00	25.99
205-2120	.00	61,075.20-	61,075.20-
205-55110-211-000	44,611.96	.00	44,611.96
205-55110-220-000	2,099.26	.00	2,099.26
205-55110-240-000	332.84	.00	332.84
205-55110-242-000	6,738.71	.00	6,738.71
205-55110-331-000	75.40	.00	75.40
205-55110-342-000	4,444.56	.00	4,444.56
205-55110-344-000	2,588.47	.00	2,588.47
205-55110-345-000	44.00	.00	44.00
205-55110-391-000	140.00	.00	140.00
210-2120	.00	40,250.00-	40,250.00-
210-55300-720-000	40,250.00	.00	40,250.00
305-2120	.00	202.28-	202.28-
305-51410-210-000	115.22	.00	115.22
305-56700-210-000	87.06	.00	87.06
310-2120	.00	202.28-	202.28-
310-51410-210-000	115.22	.00	115.22
310-56700-210-000	87.06	.00	87.06
315-2120	.00	99.90-	99.90-
315-51410-210-000	12.84	.00	12.84
315-56700-210-000	87.06	.00	87.06
400-2120	.00	10,547.52-	10,547.52-
400-57220-812-104	722.53	.00	722.53
400-57310-821-000	2,295.75	.00	2,295.75
400-57500-811-101	2,251.74	.00	2,251.74
400-57620-826-000	4,700.00	.00	4,700.00
400-57620-827-116	577.50	.00	577.50
405-2120	.00	1,547.00-	1,547.00-
405-57620-811-101	1,547.00	.00	1,547.00
600-2120	.00	32,057.33-	32,057.33-
600-53610-210-000	487.88	.00	487.88
600-53610-211-000	1,040.60	.00	1,040.60
600-53610-310-000	189.20	.00	189.20
600-53610-321-000	105.84	.00	105.84
600-53610-510-000	435.30	.00	435.30
600-53611-311-000	42.92	.00	42.92
600-53614-822-000	1,584.00	.00	1,584.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-53615-341-000	37.50	.00	37.50
600-53616-241-000	1,010.34	.00	1,010.34
600-53616-242-000	216.31	.00	216.31
600-53616-340-000	84.28	.00	84.28
600-53616-341-000	75.00	.00	75.00
600-53710-210-000	477.64	.00	477.64
600-53710-310-000	189.20	.00	189.20
600-53710-311-000	10.24	.00	10.24
600-53710-321-000	105.84	.00	105.84
600-53710-341-000	75.00	.00	75.00
600-53710-510-000	725.50	.00	725.50
600-53711-311-000	42.92	.00	42.92
600-53714-822-000	21,299.00	.00	21,299.00
600-53716-220-000	1,541.53	.00	1,541.53
600-53716-242-000	201.93	.00	201.93
600-53716-340-000	220.65	.00	220.65
600-53717-340-000	801.87	.00	801.87
600-53718-241-000	1,010.35	.00	1,010.35
600-53718-340-000	8.99	.00	8.99
600-53718-341-000	37.50	.00	37.50
605-2120	.00	7,610.91-	7,610.91-
605-53440-210-000	67.75	.00	67.75
605-53440-211-000	3,135.00	.00	3,135.00
605-53440-241-000	1,010.33	.00	1,010.33
605-53440-242-000	201.92	.00	201.92
605-53440-310-000	96.50	.00	96.50
605-53440-311-000	53.15	.00	53.15
605-53440-340-000	443.40	.00	443.40
605-53440-341-000	112.51	.00	112.51
605-53440-390-000	7.64	.00	7.64
605-53440-530-000	20.21	.00	20.21
605-53440-823-000	2,462.50	.00	2,462.50
610-2120	.00	87.98-	87.98-
610-53620-310-000	21.42	.00	21.42
610-53620-340-000	66.56	.00	66.56
Grand Totals:	365,354.33	365,354.33-	.00

Report Criteria:
Report type: GL detail

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
01/18/2020	PC	01/24/2020	76173	BROWN, AMIE L	504	1,091.60
01/18/2020	PC	01/24/2020	76174	MARKS, TRACY	4044	111.20
01/18/2020	CDPT	01/24/2020	76175	WI AFSCME COUNCIL 32	7	49.51
01/18/2020	CDPT	01/24/2020	76176	WI SCTF	5	207.69
01/18/2020	CDPT	01/24/2020	76177	WPPA TREASURER	6	504.00

PAYROLL RELATED

\$1,964.00



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to consider acceptance of the Park Impact Fee Study.

PREVIOUS ACTION:

The Parks, Recreation, and Natural Resources Committee reviewed the draft study at their meetings on December 12, 2019 and January 23, 2020, and recommends approval as presented. The Plan Commission reviewed the draft study at their January 23, 2020 meeting and recommended approval as presented.

ISSUE SUMMARY:

The packet includes the draft Park Impact Fee, Fee in Lieu of Land Dedication and Public Facility Needs Assessment report. Village Staff have been working with our auditor to evaluate the park impact fees, fees in lieu of land dedication, and parkland dedication requirements as the needs assessment report has not been updated since 2004. The following is a summary of the proposed changes.

1. **Park Impact Fees.** The purpose of this fee is to pay for the construction of new recreational facilities, including trails. The current fee is \$731.47/SF DU and \$443.93/MF DU. These fees have not been updated since 2004. The proposed park impact fee, including trails, is \$2,572.37/SF DU, \$1,786.91/MF DU, and \$981.81/QG DU. Since the proposed fee would be a significant increase from the existing fee, due in part to the fee not being updated since 2004, the Parks Committee and the Plan Commission recommended phasing the increase in equal installments from 2020 to 2024. Refer to Exhibit A in the packet for the phasing schedule. In addition, to the annual increase described in Exhibit A, the annual fee shown in Exhibit A would be adjusted annually utilizing the Consumer Price Index-All Urban Consumers - Midwest Region prepared by the U.S. Department of Labor.
2. **Parkland Dedication.** The Village's parkland dedication requirement under s. 236.45 Stats., must bear a rational relationship to the need created by the development. This can be interpreted in a number of ways; however, generally speaking falling within two categories: either the proposed land is identified for future park use in the Village's Open Space Plan (or Comp Plan) or the dedication relates to maintaining an identified level of



service standard. The Village's current parkland dedication requirement of one acre per 15 DU translates to a level of service of 27 acres per 1,000 residents (assuming 2.46 people/household which is the 2013-2017 Census average for the Village). The Village currently provides 160.5 acres of active and passively accessible parkland (including the latest east side community park acquisition). This equates to a level of service of 18.45 acres per 1,000 residents. Page 26 of the 2019 Open Space Plan states a Village level of service standard/goal of 15.0ac/1000 people. Therefore, the current land dedication requirement does not bear a rational relationship to either the Village's stated goal or its current level of service. Both the Parks Committee and the Plan Commission recommended the Village revise its land dedication requirement, and Open Space Plan, based on the existing level of service of 18.45 acres per 1,000 residents. This recommendation is reflected in the Park Impact Fee Study. This would reduce the Village's parkland dedication requirement to 0.68 acres per 15 dwelling units (assuming 2.46 people/household). This equates to 1,977 square feet of parkland per DU. Note, the average parkland dedication requirement of other peer communities in the Madison metro area is 0.66 acres per 15 DU, as shown in Exhibit B.

3. Fees in Lieu of Land Dedication. When approved by the Village Board, developers may provide fees in lieu of partial or full parkland dedication. The current fee is \$4,115/DU and has not been updated since 2010. The calculation of this fee is based on the Village's parkland dedication requirement (refer to item #2 above for recommended changes) and the cost per acre of land. In 2010, the price per acre was \$61,725. The draft report updates the cost per acre of land to \$81,000. The proposed new fee in lieu of land dedication is \$3,915.47/SF DU, \$2,719.91/MF DU, and \$1,494.45/GQ DU. As proposed this fee would also be adjusted annually utilizing the Consumer Price Index- All Urban Consumers - Midwest Region prepared by the U.S. Department of Labor.

Following review and approval of the Park Impact Fee Study, Village Staff will prepare for adoption an ordinance to update the Municipal Code concerning the changes in fees and parkland dedication, and amendments to Chapter 7 regarding policies related to expenditures of Park Capital Projects Fund Revenues.

Both the Parks Committee and Plan Commission expressed a desire to update the Park Impact Fee Study on a more frequent basis with the next update targeted when data from the 2020 Census becomes available (approx. mid 2021-2022).

FINANCIAL/BUDGET IMPACT:

Final recommended changes to park impact fees, parkland dedication and fees in lieu of land dedication will impact available future revenue collection for park and recreation improvements.

VILLAGE PLAN REFERENCE:

Outdoor Recreation and Open Space Plan, 2019-2023



Draft Park Impact Fee, Fee in Lieu of Land Dedication and Public Facility Needs Assessment

ORDINANCE REFERENCE:

Chapter 8, Article X - Impact Fees

Chapter 23, Article II, Division 5 - Impact Fees

Chapter 56, Article IV - Park and Public Land Dedications

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Approval of the Park Impact Fee Study.

ATTACHMENTS:

1. Exhibit A Proposed Park Impact Fee Phasing 2019-2024
2. Exhibit B Peer Community Parkland LOS
3. McFarland Impact Fee DRAFT 1.7.20

Exhibit A: Proposed Park Impact Fee - Phasing Schedule

Park Impact Fee Phasing*						
Unit Type	2019	2020	2021	2022	2023	2024
Single Family	\$ 731.47	\$ 1,099.65	\$ 1,467.83	\$ 1,836.01	\$ 2,204.19	\$ 2,572.37
Multi Family	\$ 443.93	\$ 712.53	\$ 981.12	\$ 1,249.72	\$ 1,518.31	\$ 1,786.91
Group Quarters	\$ 443.93	\$ 551.51	\$ 659.08	\$ 766.66	\$ 874.23	\$ 981.81

*Years 2021-2024 to also be adjusted annually utilizing Consumer Price Index-All Urban Consumes-Midwest Region prepared by the United States Department of Labor

Exhibit B: Parkland Acreage, Level of Service Goals, and Parkland Dedication Requirements of a sample of Dane County Communities

Community	Active Parkland per 1,000 Residents	Total Parkland* per 1,000 Residents	CORP Goal (active parkland ac/1000)	Parkland Dedication Requirement	Adjusted to acres per 15 SF du
Cottage Grove	13.1	19.7	13	2,919 sqft per unit	1.01
DeForest	10.5	35.0	15	1,921 sqft per SFU and 1,440 sq per MFU	0.66
Fitchburg	12.1	22.5	12	2,900 sqft per unit	1.00
Madison	11.2	22.0	10.5	1,081 sqft per SFU and 734 to 1,424 for MFU	0.37
McFarland (Existing)	18.4	46.6	15	1 acre per 15 du	1.00
Middleton	8.6	30.8	15	1,450 sqft per DU	0.50
Monona	12.1	46.3	12	2,000 sqft per DU	0.69
Stoughton	10.2	22.3	10.5	1,468 sqft per DU	0.51
Sun Prairie	8.3	12.4	10	1 acre per 23 du	0.68
Verona	11.9	15.6	17	1,800 per DU (SF/D), 1,250 (MF), 4% of ac (C & I)	0.62
Waunakee	16.6	25.4	15	10% of land area	0.58
Average (ex. McF.)	11.5	25.2	13.0	x	0.66
McF. Deviation from Avg.	6.9	21.4	2.0	x	0.34

*Includes conservancy areas

McFarland	Active Parkland per 1,000 Residents
1995	12.9
2001	10.0
2007	15.7
2013	16.8
2019	16.3
2020	18.4

VILLAGE OF MCFARLAND

McFarland, Wisconsin

PARK IMPACT FEE, FEE IN LIEU OF LAND DEDICATION AND PUBLIC FACILITY NEEDS ASSESSMENT

DRAFT

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Dated: xxxx xx, 2020

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Executive Summary

The purpose of this project was to evaluate and update the Village's current park impact fee under Wisconsin Statute, Chapter 66, Section 66.0617 Impact Fees and its fee in lieu of land dedication under Wisconsin Statute, Chapter 236, Section 236.45 Local Subdivisions Requirements. The park impact fee(s) as referenced throughout this report include both the trail and park development aspects of the park impact fee. Throughout the report, the term "fee in lieu of land dedication" is utilized this is synonymous with "parkland impact fee". The Village will be utilizing the term "parkland impact fee" in its ordinance.

According to the Village of McFarland's (the "Village") Outdoor Recreation & Open Space Plan 2019 – 2023, the Village is expecting to have population growth slightly higher than Dane County as a whole through 2040. This anticipated growth will require additions to the Village's parkland and park facilities (trails and park capital improvements). Impact fees will continue to assist in financing the capital costs associated with trails and park facility improvements. A fee in lieu of land dedication will continue to assist in financing the acquisition or initial improvement of land for public parks.

The Village currently charges a park impact fee and a fee in lieu of land dedication as established by the following reports and ordinances:

Village of McFarland Ordinance 2004-07 (original impact fee adoption)

Public Facilities Needs Assessment for Park Improvements (Virchow, Krause & Company, LLP 2003 / revised 2004)

Village of McFarland Outdoor Recreation Plan approved May 29, 2001

Ordinance No. 2010-01 updating Chapter 56 – Subdivisions Section 56-176 Fee in Lieu of Parkland Dedication

The Village has not updated its park impact fees since establishment. The Village implemented a fee in lieu of land dedication fee in the 1980's. The fee was updated in 2010.

This document serves as a summary of Baker Tilly's analysis of the Village's existing park impact fee and its fee in lieu of land dedication. It also serves to satisfy the statutory obligations as outlined in Wisconsin Statute 66.0617 and Wisconsin Statute 236.45 to update its existing fees and public facility needs assessment. The primary resources used in this development of this study include:

- > *The Village of McFarland Outdoor Recreation & Open Space Plan 2019 – 2023 (the Plan)* adopted on May 28, 2019. See the acknowledgements section of the Plan for those that were involved in its creation. The Plan is located on the Village's website.
- > *The park inventory listing as provided by the Village.* This document was compiled by the Village from the Village insurance listing, replacement values, internal capital asset listing and observation. Refer to Appendix A.
- > *The trail inventory listing as provided by the Village.* This document was compiled by the Village with assistance from the Village engineer. Refer to Appendix A.
- > The land cost is based on the village-wide average cost of unimproved land acquisition based on recent land sales.

This study should be read in conjunction with these resources. We provide no assurance on the accuracy of the resources used to develop this study. The Village may implement or update other impact fees at a later date; however, no consideration has been given to those possibilities in this report.

Introduction

As previously stated in the Executive Summary, the Village expects to experience population growth through 2040. Planning responsibly for new growth within a community is one of many challenges facing local governments. Effective accommodation of this development requires the construction and upgrade of public facilities and infrastructure to serve new residents. As well as additional park land to accommodate growth.

It is common that during the construction and upgrade of public infrastructure, many residents and businesses that will occupy the newly developed areas of the community may not yet be present. The purchase of land and the development of land often precedes the inhabiting of the property. While this may be an obvious fact, it holds important consequence for the public financing of new development. In order to apportion the public costs of new development fairly and responsibly, some measure must be undertaken to ensure that the entire cost of accommodating new development is not born solely by the current residents of the municipality. One such measure to accomplish this goal is the use of impact fees and a fee-in-lieu of land dedication to offset the initial cost to local taxpayers of satisfying the additional demand on the public infrastructure and park land.

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Section A – Impact Fee Statutory Requirements

Wisconsin's Impact Fee Statute 66.0617 prescribes the types of public infrastructure for which an impact fee may be charged, the costs that may be included in developing an impact fee, as well as the obligations on the part of the issuing municipality prior to and subsequent to the fee being charged. These obligations are detailed below.

In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10). This is detailed below.

Wisconsin State Statute Section 66.0617(1) Definitions:

The following definitions as outlined in Wisconsin State Statute 66.0617(1) have been addressed in the fee computation. The requirements are as follows:

- > *Per Subsection(1)(a), "Capital costs" means the capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10% of capital costs may consist of legal, engineering and design costs unless the municipality can demonstrate that its legal, engineering and design costs which relate directly to the public improvement for which the impact fees were imposed exceed 10% of capital costs. "Capital costs" does not include other noncapital costs to construct, expand or improve public facilities, vehicles; or the costs of equipment to construct, expand or improve public facilities.*

Based on the definition above, only allowable capital costs are included in the impact fee computation.

- > *Per Subsection (1)(f)(1), "Public Facilities" means...parks, playgrounds, and land for athletic fields.....".*

The projects included in the fee computation meet this definition.

- > *Per Subsection (1)(g), "Service area" means geographical area delineated by a municipality within which there are public facilities.*

The park types, acreage standards and service area radius are detailed in the Village of McFarland Outdoor Recreation & Open Space Plan 2019 – 2023. This document is located on the Village's website.

- > *Per Subsection (1)(h), "Service standard" means a certain quantity or quality of public facilities relative to a certain number of persons, parcels of land or other appropriate measure, as specified by the municipality.*

The park types, acreage standards and service area radius are detailed in the Village of McFarland's Outdoor Recreation & Open Space Plan 2019 – 2023.

The cost standard per acre is based on the replacement value of improvements provided to the Village's insurer and supported by the Village's capital asset records as well as observation. See Appendix A.

The standards and service areas used for consideration in this study are for "active-use and accessible passive-use" parks. It does not include conservancy park areas and drainageways. Although these areas may be used for recreational purposes, they are not suitable for long-term "active-use and accessible passive-use" recreational facility improvements. The Village currently provides 18.5 acres of active-use and accessible passive use acres of parkland per 1,000 residents.

Section A – Impact Fee Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617(1) Definitions (cont.):

This is up from the 16.3 acres of active and accessible passive use acres per 1,000 residents from the 2019 Outdoor Recreation & Open Space Plan. The difference in these values reflects additional parkland additions and population growth that occurred after the 2019 Open Space Plan was adopted and before the adoption of this report. In total, the Village provide 46.6 acres of active, passive and conservancy parkland per 1,000 residents at the time this report was adopted.

The Village trail standard is outlined in Appendix A.

Wisconsin State Statute Section 66.0617(6) – Standards for Impact Fees:

This report adheres to what an impact fee should reflect according to Wisconsin State Statute 66.0617(6). The standard requirements are as follows:

- > *Per Section (6)(a), shall bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development.*

The fees found herein are for public facilities and land that are required to serve future developed land and the service demands that development creates.

- > *Per Section (6)(am), may not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed.*

The fees were developed to address the capacity necessary to service the development for which the fees are being imposed.

- > *Per Section (6)(b), may not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the municipality.*

The capital costs, which form the basis for the fees developed as a part of this study, include actual as well as estimated replacement costs for land costs, park improvements and trail improvements. These costs were based on what was known at the time the study as assembled by village staff. These standards were then used to calculate a cost to be charged.

- > *Per Section (6)(c), shall be based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities.*

The capital costs, which form the basis for the fee developed as a part of this study, include actual as well as estimated replacement costs for land costs, park improvements and trail improvements. These costs were based on what was known at the time of the study as assembled by village staff. These standards were then used to calculate a cost to be charged.

- > *Per Section (6)(d), shall be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under Chapter 236 or any other items of value.*

The other financing sources listed above were taken into consideration as a part of the fee computations. It has been determined that these financing sources have not been used to finance capital costs for park improvements. Therefore, these sources were not included in the fee calculations.

Section A – Impact Fee Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617(6) – Standards for Impact Fees (cont.):

- > *Per Section (6)(e), shall be reduced to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.*

The receipt of federal and or state grants was considered in the fee development. No grant funds have been received from federal or state governments specifically for park improvements or land purchases in the last ten years. Village staff determined that state and federal grant funds cannot be relied upon to fund future park projects. Therefore, the fee has not been reduced for such funds. The village will continue to attempt to secure park grant funding. Any grant funds received in the future will be factored in future impact fee calculations.

- > *Per Section (6)(f), may not include amounts necessary to address existing deficiencies in public facilities.*

The capital costs included in the fee computations are not related to curing existing deficiencies.

- > *Per Section (6)(fm), may not include expenses for operation or maintenance of a public facility.*

The costs included in the fee computations do not include expenses for operation or maintenance of a public facility.

- > *Section (6)(g) except as provided under this paragraph, shall be payable by the developer or the property owner to the municipality in full upon issuance of a building permit by the municipality. There are exceptions to this outlined in the statute.*

All fees will be due at the time of building permit issuance except for situations allowed for under this section of the impact fee statute.

Wisconsin State Statute Section 66.0617 (7r) – Impact Fee Reports

- > *At the time that the municipality collects an impact fee, it shall provide to the developer for which it received the fee an accounting of how the fee will be spent.*

The Village is aware of this requirement.

Wisconsin State Statute Section 66.0617 (8) – Requirements for Impact Fee Revenues

- > *Revenues from each impact fee that is imposed shall be placed in a separate segregated interest-bearing account and shall be accounted for separately from the other funds of the municipality. Impact fee revenues and interest earned on impact fee revenues may be expended only for the particular capital costs for which the impact fee was imposed, unless the fee is refunded under sub. (9).*

The Village accounts for its impact fees in a separate general ledger account. Interest income is allocated to this account on a monthly basis.

Section A – Impact Fee Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617 (9) – Refund of Impact Fees

- > *Except as provided in this subsection, impact fees that are not used within 8 years after they are collected to pay capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub. (8). Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of the fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub.(8). The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10 year limit, it needs an additional 3 years to use the impact fees that were collected.*

The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this sub-section. For purposes of the time limits in this subsection, an impact fee is paid on the date the developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under sub. (6) (g).

According to Village management, the Village has spent down its impact fee collections in accordance with state statute guidance and no refunds have been made to date.

NOTE: The impact fee requirements outlined in this section are subject to change by the legislature at any time. Refer to the state statute for the impact fee statutory requirements.

Section B – Compliance with Wisconsin Impact Fee Requirements

Impact Fee Process

See Wisconsin State Statute 66.0617 for the detailed process. In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10).

The process followed and information utilized in the development of the impact fees / fee in lieu of land dedication is summarized below:

- Requires a Public Hearing:
 - Class 1 notice under Chapter 985
 - Provide copy of proposed ordinances
 - Provide public facilities needs assessment
- Based on a Public Facilities Needs Assessment (for facilities included in the impact fee calculation):
 - Inventory of existing facilities, including deficiencies
 - Identification of new public facilities
 - Estimated (or actual) capital cost of new public facilities
 - Effect of recovering capital costs on affordable housing
 - Available for public inspection and copying in the office of the clerk at least 20 days before hearing
- Follow Impact Fee Standards:
 - Rational relationship to the need for new facilities
 - Proportionality
 - Actual costs or reasonable estimates
 - Net of other charges
 - Net of grants
 - Must exclude improvements to address deficiencies
 - May not include expenses for operation or maintenance of a public facility
 - Payable by the developer or property owner to the village in full upon the issuance of a building permit by the Village
- Establish Accounting Requirements:
 - Use of funds restricted
 - Subject to refund
- Specify Appeal Procedure

Section B – Compliance with Wisconsin Impact Fee Requirements (cont.)

Imposition of the Park Impact Fee / Fee-in-lieu of Land Dedication

The park impact fee and fee-in-lieu of land dedication will be due at the time of building permit issuance except for situations allowed for under this section of the impact fee statute.

Wisconsin State Statute Section 66.0617(7) - Low Cost Housing

In general, the level of the fees in relation to average housing cost should not impede the affordability of low-cost housing. For example, including the proposed single family park impact fee and fee in lieu of land dedication of \$5,935, in a typical 30 year mortgage at 4% interest would equate to an additional monthly payment of \$28. According to AreaVibes Inc., the median home price in McFarland is \$243,000. Assuming a down payment of 20%, the average monthly mortgage payment would be \$928. The impact fee would be 3% of this monthly payment. In addition, if the owner of a multifamily dwelling were to include the proposed multi-family fees of \$4,122 in a mortgage with the same terms, the additional monthly payment would be \$19.

The impact fee statute allows for an exemption from or reduced fees on new development that is approved for affordable housing. If a portion of the project has been approved for affordable housing, then the fee may be adjusted accordingly at the discretion of the Village Board upon recommendation of the Planning Commission.

Information from the 2012-2016 US Census showed that the Village of McFarland's median household income was \$78,009 (2016 dollars). Dane County's median household income was \$64,773 (2016 dollars). Wisconsin's household income was \$53,357 (2015 dollars).

Updates to the Report

Unless modified further by the Village Board, the park impact fees and the fee-in-lieu of land dedication shall be adjusted annually on January 1 by the Community Development Director utilizing the consumer Price Index – All Urban Consumers – Midwest Region prepared by the United States Department of Labor. This will allow for changes in growth, project costs, estimates or other projects to be incorporated into the fees. See assumptions for recommendations.

Section C – Impact Fee for Park Facility Improvements

Assumptions

- > The existing park impact fees were based on *Village of McFarland Ordinance 2004-07, Public Facilities Needs Assessment for Park Improvements (Virchow, Krause & Company, LLP, 2003 / revised 2004)*, and the *Village of McFarland Outdoor Recreation Plan approved May 29, 2001*. These fees have not been updated by the Village since they were put in place.
- > The fee in lieu of parkland dedication was updated in 2010 per village Ordinance 2010-01.
- > The Village's current Outdoor Recreation & Open Space Plan 2019 – 2023 (Plan) was used as the basis for this study. This Plan was approved on May 28, 2019. As noted in the Plan, "Recreation planning has become an essential element of long-range community planning." The plan also supports the guidelines established in the Village of McFarland 2017 Comprehensive Plan which can be found on the Village website.
https://www.mcfarland.wi.us/index.asp?SEC=0E83C2A4-E3E3-452E-B443-D0155A06F2DE&DE=300AF5FC-C27A-4DBB-A7D1-48B424F3368B&Type=B_BASIC
- > According to the US Census, 2011-2015, the most recent population estimate for the Village is 8,168 as of July 1, 2016, which is an increase of approximately 1,700 since 2000 (6,400 population) or a 26% increase. According to the US Census 2011-2015 survey results, it is expected that the Village's population will grow to 9,895 by the year 2040 or an increase of approximately 1,700 or 21%. The current 2019 population is 8,700.
- > According to the United States Census Bureau (2010 results – latest known), the Village has a total land area in square miles of 3.55 which equates to a population density of 2,300 inhabitants per square mile when using the 2011-2015 ACS estimates and 2,450 inhabitants per square mile when using the 2019 population.
- > According to the Village's parkland inventory records (see Appendix A, Table II.), the Village has approximately 160.5 improved acres of active and accessible passive use parkland for existing residents.
- > According to the Village, the Village has park improvements in the amount of \$5,761,746. This includes all Village parks that only have Village improvements i.e. no developer added improvements. The estimated improvement cost per acre is \$47,035 (see Appendix A, Table I.)
- > According to the Village, the Village has also used its resources to finance trails in the amount of \$2,780,000. The estimated cost per foot of trail is \$55 (see Appendix A, Table III.)
- > The land costs to calculate the fee-in-lieu of land dedication is based on the village-wide average cost of land acquisition and the updated Village land dedication requirement. The cost per acre is \$81,000 (see Appendix A, Table IV).
- > Park development fees will not be assessed to nonresidential land uses as park usage is primarily residential in this community.
- > The Park & Open Space standards can be found in the Outdoor Recreation & Open Space Plan 2019 – 2024. These standards have been updated to reflect current data at the time this impact fee report was adopted.

Section C – Impact Fee for Park Facility Improvements (cont.)

Assumptions (cont.)

- > For purposes of this analysis, it is assumed that there will be an average of 2.62 persons per household for single-family housing units and 1.82 persons per household for duplex and multifamily housing units. See Section C (pages 11 – 13) for the computation and source information.
- > For purposes of this report, “Group Quarters Dwelling Unit” is defined as follows: a dwelling unit where individuals live or stay that is owned or managed by an entity or organization providing housing and / or services for the residents. The services may include, but are not limited to, custodial or medical care and other types of assistance (for example a skilled-nursing facility). Residency is restricted to the individuals receiving the services, and the individuals typically do not participate in the labor force while a resident. Typically, a Group Quarters Dwelling Unit has one resident per unit.
- > It is assumed that Village of McFarland parks, particularly the athletic facilities, will be used by other nearby communities. However, it is further assumed that such use will be reciprocal in that McFarland residents will use facilities in other jurisdictions in roughly equal measure. Nonresident use is not considered to have a measurable influence on the level of improvement or the allocation of capital improvement costs as the Village does not include non-residents in its park standard.
- > The village has one impact fee zone which is comprised of the entire Village of McFarland.

The standards and service areas used for consideration in this study are for “active-use and accessible-passive” parks. It does not include conservancy park areas and drainage-ways. Although these areas may be used for recreational purposes, they are not suitable for long-term “active-use and accessible passive-use” recreational facility improvements. The Village currently provides 18.5 acres of active and accessible passiveuse acres of parkland per 1,000 residents.

This is up from the 16.3 acres of active and accessible passive use acres per 1,000 residents from the 2019 Outdoor Recreation & Open Space Plan. The difference in these values reflects additional parkland additions and population growth that occurred after the 2019 Open Space Plan was adopted and before the adoption of this report. In total, the Village provide 46.6 acres of active, passive and conservancy parkland per 1,000 residents at the time this report was adopted.

Recommendation

The Village should consider whether its existing park impact fee and fee in lieu of land dedication fee should be updated with the fees identified and explained on the following pages. The recommended single family and multi-family fees represent an increase from the existing fee. The Group Quarters dwelling unit type has been broken out from the multi-family dwelling unit type.

Section C – Impact Fee for Park Facility Improvements (cont.)

Fee Summary

Dwelling Unit Type	Park Facilities Improvement	Trail	Fee in Lieu of Land Dedication	Total
Single Family	\$ 1,735	\$ 837	\$ 3,915	\$ 6,487
Multi Family	1,205	581	2,719	4,505
Group Quarters	662	319	1,494	2,475

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APPENDIX A

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Section C - Impact Fee for Park Facility Improvements (cont.)

Park Facilities Improvement Impact Fee Calculation

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.62	\$ 662.27	\$ 1,735.16
Multi Family	1.82	\$ 662.27	\$ 1,205.34
Group Quarters	1.00	\$ 662.27	\$ 662.27

Cost Recovery:

Total cost of improved parkland \$ 5,761,746 B

Current residents 8,700 C

Cost per Person

\$ 662.27

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the Village of McFarland - Appendix A. Table I.

C) Per the Village of McFarland

Section C - Impact Fee for Park Facility Improvements (cont.)

Trail Impact Fee Calculation

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.62	\$ 319.54	\$ 837.21
Multi Family	1.82	\$ 319.54	\$ 581.57
Group Quarters	1.00	\$ 319.54	\$ 319.54

Standards:

Cost standard per foot \$ 55 B

Current Statistics:

Estimated 2019 Village population 8,700 C

Footage per person

Total footage	50,591	D
Divided by: current residents	<u>8,700</u>	C
Foot per person	<u>5.8150575</u>	

Cost per Person:

Cost standard per foot	\$ 55	B
Multiplied by: footage per person	<u>5.8150575</u>	per above
Cost per person	<u>\$ 319.54</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the Village of McFarland - Appendix A. Table III.

C) Source: U.S. Census, Wisconsin Department of Administration 2019 population estimate

D) Per the Village engineer

Section C - Impact Fee for Park Facility Improvements (cont.)

Fee in lieu of land dedication

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.62	\$ 1,494.45	\$ 3,915.47
Multi Family	1.82	\$ 1,494.45	\$ 2,719.91
Group Quarters	1.00	\$ 1,494.45	\$ 1,494.45

Standards:

Cost standard per acre \$ 81,000 B

Parkland acres per 1,000 residents 18.5 C

Cost per Person:

Cost standard per acre	\$ 81,000	B
Multiplied by: acres per person	<u>0.0184500</u>	per above
Cost per person	<u>\$ 1,494.45</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the Village of McFarland - Appendix A. Table IV.

C) Per the Village of McFarland

Appendix A**Table I. Inventory of Park Capital Improvements**

Neighborhood Parks	Acres	2019
		Replacement Value of Village Improvements
Cedar Ridge Park	3.90	\$ 68,835
Woodland Estates Park	2.40	114,297
Highland Oaks Park	2.20	177,620
Jaegar Park	2.00	46,049
Autumn Grove Park	1.50	108,890
Egner Park	2.30	72,525
Orchard Hill Park	58.30	142,388
Arnold Larson Park	1.40	144,232
Subtotal	74.00	874,836
Mini Parks		
Valley Totlot	1.00	26,190
Discovery Garden Park	0.20	179,135
Ridgeview Totlot	0.40	15,894
Subtotal	1.60	221,219
Community Parks		
Brandt Park	4.90	1,771,880
Lewis Park/Legion Memorial	13.00	1,203,322
McDaniel Park	8.70	570,569
William McFarland Park	20.30	1,119,920
Subtotal	46.90	4,665,691
Park improvement subtotal	122.50	5,761,746
AVERAGE COST PER ACRE TO IMPROVE		\$ 47,035

Source: Village of McFarland

Appendix A
Table II. Park Inventory

Park	Park Type	Acres	Total Replacement Costs	Less Developer Funded	Net	10% Engineering Planning	Total	Improvement Cost Per Acre
Included In Park Improvement Calculation								
Brandt Park	Community	4.90	\$ 1,610,800	\$ -	\$ 1,610,800	\$ 161,080	\$ 1,771,880	\$ 361,608
Lewis Park/Legion Memorial	Community	13.00	1,093,929	-	1,093,929	109,393	1,203,322	92,563
McDaniel Park	Community	8.70	518,699	-	518,699	51,870	570,569	65,583
William McFarland Park	Community	20.30	1,018,109	-	1,018,109	101,811	1,119,920	55,168
Subtotal		46.90	4,241,537	-	4,241,537	424,154	4,665,691	
Cedar Ridge Park	Neighborhood	3.90	62,577	-	62,577	6,258	68,835	17,650
Woodland Estates Park	Neighborhood	2.40	103,906	-	103,906	10,391	114,297	47,624
Highland Oaks Park	Neighborhood	2.20	161,473	-	161,473	16,147	177,620	80,736
Jaeger Park	Neighborhood	2.00	41,863	-	41,863	4,186	46,049	23,025
Autumn Grove Park	Neighborhood	1.50	98,991	-	98,991	9,899	108,890	72,593
Egner Park	Neighborhood	2.30	65,932	-	65,932	6,593	72,525	31,533
Orchard Hill Park	Neighborhood	58.30	129,444	-	129,444	12,944	142,388	2,442
Arnold Larson Park	Neighborhood	1.40	131,120	-	131,120	13,112	144,232	103,023
Subtotal		74.00	795,306	-	795,306	79,530	874,836	
Valley Totlot	Mini Park	1.00	23,809	-	23,809	2,381	26,190	26,190
Discovery Garden Park	Mini Park	0.20	162,850	-	162,850	16,285	179,135	895,675
Ridgeview Totlot	Mini Park	0.40	14,449	-	14,449	1,445	15,894	39,735
Subtotal		1.60	201,108	-	201,108	20,111	221,219	
Total Park Improvements		122.50	\$ 5,237,951	\$ -	\$ 5,237,951	\$ 523,795	\$ 5,761,746	\$ 47,035

Note 1: Table II. includes all Village parks that have been improved by the Village.

Note 2: The following parks are unimproved and were not included in the park improvement computation:

	Acres
CTH AB	26.00
Woodland Commons	5.00
Siggelkow Road Park	5.50
Juniper Ridge	1.50
Total unimproved parks	38.00

Note 3: Total active-use and accessible passive-use acres per the Village Outdoor Recreation Plan equals 132.5. The total park improvement acreage above (122.50) in addition to unimproved parks (38.0) equals 160.5. The difference of 28.0 acres accounts for additional park acreage added to the Village following adoption of the Outdoor Recreation Plan prior to the adoption of this report.

Table III. Trail Inventory

Total feet of Village Trails	50,591
Total miles of Village Trails	9.58
Replacement Value	\$ 2,780,000
Replacement cost per foot	\$ 55

Table IV. Fee in lieu of land dedication

Cost per acre	\$ 81,000
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VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding a proposal for aquatic development planning services.

PREVIOUS ACTION:

The Parks Committee met on January 23, 2020 to review the proposal and recommend its approval to the Village Board.

ISSUE SUMMARY:

The Parks Committee for several meetings has been reviewing the findings of the Aquatics Feasibility Study in order to evaluate what if anything we do with the ideas presented. Following discussion, the Committee wishes to move forward on a planning proposal that further evaluates in more detail the development of aquatics within Lewis Park. This work will look at a splash pad and a swimming pool in order to provide objective information to aid in our future discussions and decisions.

Lewis Park was considered for a few reasons:

1. It is property we already own. There is no need to purchase additional land for the amenity whatever it may be.
2. Either option would cause the least amount of disruption to existing uses.
3. This location has been considered previously for aquatics development.
4. It is big enough to house either option.
5. While the location is not on a main road, the park is located within a populated area that according to the demographics from the study would be consistent with these improvements.

Awarding this proposal is not a definitive action to build something, it simply advances our discussion to evaluate what the true impact is on our finances, operations, park impacts, etc. Without the assistance of this consultant, we would not be able to answer those questions to be responsive to the project. The proposal is from the same team of individuals that provided assistance on the feasibility study (although now with a different firm). Under this proposal they would provide assistance to conceptually design the two options in order to assist our discussion in how we might move forward. Further, they will lead a public input session on the



topic to again solicit public comments on the project.

If we decide we want to, the work prepared through this proposal can be used to put together a referendum question later this Summer for the November election. This has been discussed by the Committee as a way to address the operating costs needed from the levy to support its operations as well as give the Community a voice in whether or not the project should proceed. The work can be completed within 4-6 months which would be enough time to figure if we want to pursue a question at its conclusion.

FINANCIAL/BUDGET IMPACT:

The cost for this work is \$24,000. The 2020 Budget within the Capital Projects Fund was approved at \$40,000 for this purpose.

VILLAGE PLAN REFERENCE:

[McFarland Aquatics Feasibility Study](#)

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 20_0116 Proposal McFarland Pool SD

January 15, 2020

Matt Schuenke
Village Administrator
Village of McFarland
5915 Milwaukee St., PO Box 110
McFarland, WI 53558



Dear Matt:

Thank you for the opportunity to provide this proposal for further investigation and schematic design of a new aquatic facility at Lewis Park. This will build upon the prior planning work completed by Ayres Associates in 2019. Iconica will continue to serve as our design partner throughout this design effort. Your continued confidence in the Parkitecture + Planning team is not taken lightly.

This effort will further investigate options for the site to include a splashpad and/or a neighborhood pool facility. A schematic design level of effort is anticipated to establish a feasible size, layout, and opinion of probable construction costs. This scope also includes a public meeting to gather feedback on the design direction.

The project schedule is anticipated to begin design in February and conclude by August. This process may result in the Village preparing a referendum question for the November election cycle.

Thank you very much for this opportunity.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Blake Theisen', is positioned above the printed name.

Blake Theisen, PLA, ASLA
Principal

Parkitecture + Planning
901 Deming Way, Suite 102
Madison, WI 53717

E blake@parkitecture.org
P 608.886.6808

SCOPE OF SERVICES

Community Engagement and Concepts

- ◆ Concept Design and Community Engagement for the pool/splashpad area to include:
 - Prepare 2-3 Concept Designs of project area. This may include a splashpad or neighborhood scale pool. Support building components shall also be investigated in this effort, including conceptual building footprints.
 - Assist Village with gathering public input. Suggested methods include attendance at a special event, public meeting, etc.
 - Refine preliminary concepts into one preferred design option based on Village staff comments and public input results. Prepare rendered exhibits for site and building.
 - Develop opinions of probable construction costs.

OUTCOMES		
Meetings		
#1	Kickoff Meeting with Design Team & Village Staff	
#2	Concept Options Review Meeting	
#3	Attend 1 Public Input Event	
#4	Final Preferred Design Concept Review Meeting	
Document Deliverables – Concept Development Phase		
#1	2-3 Rendered Concepts of the project area and support building	11x17 pdf
#2	Opinion of Probable Costs Estimates for each Concept	8.5x11 pdf
Document Deliverables – Final Concept Phase		
#1	Final Preferred Rendered Design Concept Exhibits	11x17 pdf
#2	Opinion of Probable Costs Estimate	8.5x11 pdf

Responsibilities of Owner and Others

The Village shall supply Parkitecture with digital survey (CAD) of the project area to be used as a basemap and copies of any prior related studies or reports.

Proposed Fee

For completion of the scope of services presented above, our proposed fees are lump sum by task:

Community Engagement and Concepts	\$24,000
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The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work, and obtain approval prior to commencement of additional work. Refer to Terms and Conditions for billing and payment information.

Signature below shall serve as notification to proceed.

Accepted by:

Date:

Village of McFarland

TERMS AND CONDITIONS

Payment Terms

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

Reimbursable Expenses

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

Ownership of Documents

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of P+P shall not exceed the total fee for services rendered under this contract.

Authorization and Notice to Proceed

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

Schedule

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

Client's Responsibilities

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding planning services for a Pickleball Development project.

PREVIOUS ACTION:

The Parks Committee met on January 23, 2020 to review the proposal and recommend its approval to the Village Board.

ISSUE SUMMARY:

Included within your packet is a proposal to assist the Village with the plan, design, and bidding for the construction of pickleball courts within our Park System. We do not have a location as of yet but the initial planning process will help us make that determination. Once the plan has figured out the location and the extent of the amenity we can proceed to design. The project then can be bid and constructed thereafter at the conclusion of the design process. Our objective would be to complete this work in the late Spring this year and begin implementation over the Summer so that the courts can be used yet this year.

FINANCIAL/BUDGET IMPACT:

The 2020 Budget includes \$150,000 for this purpose out of the Parks Fund and can be adjusted accordingly. No borrowed money is anticipated to be used for the construction of this project and plans to be exclusively funded through impact fees generated by new development.

The cost of this proposal is \$14,840 and again takes us through the bidding process.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 20_1116 proposal McFarland Pickleball



January 15, 2020

Matt Schuenke
Village Administrator
Village of McFarland
5915 Milwaukee St., PO Box 110
McFarland, WI 53558



Dear Matt:

Thank you for the opportunity to provide this proposal for design and engineering for implementation of a new pickle court facility at either Lewis Park or Sigglekow Road Park. The Village desires a multi-court facility for the residents of the community.

Our scope will include development of concept plans for a new complex at each site, followed by construction documents for the selected option. The concepts will look at the feasibility of both a 4 and 6 court option.

We will provide layout and design for the new court complex and assembly of bidding documents. The project schedule is anticipated to begin design in February with public bidding in late spring/summer of 2020. Construction may take place during the late fall of 2020 with final restoration in the spring of 2021. Should you elect to involve us in post design assistance, we would be more than happy to amend this agreement.

Thank you very much for this opportunity.

Sincerely,

Blake Theisen, PLA, ASLA
Principal

Parkitecture + Planning
901 Deming Way, Suite 102
Madison, WI 53717

E blake@parkitecture.org
P 608.886.6808

SCOPE OF SERVICES

Conceptual Design

- ◆ Conceptual Design for the pickleball court complex to include:
 - Prepare a concept plan for each site with 4-6 courts and supporting site infrastructure such as pedestrian accommodations, drinking fountains, etc.
 - Refine preliminary concepts into one preferred design option
 - Assemble opinion of probable construction costs

OUTCOMES		
Meetings		
#1	Concept Options Review Meeting	
Document Deliverables – Concept Development Phase		
#1	2 Concept Exhibits of the pickleball complex	11x17 pdf
#2	Opinion of Probable Costs Estimates for each Concept	8.5x11 pdf

Construction Documents

- ◆ Design and Engineering for the proposed pickleball complex to include:
 - Site Layout, Grading, and Erosion Control plans
 - Landscape/restoration plan
 - Site and court construction details
- ◆ Prepare Project Manual including front end documents and special provision specifications for public bidding
- ◆ Prepare and submit Local Permits
 - Scope does not include stormwater design with the assumption the project is under the threshold

OUTCOMES		
Meetings		
#1	Construction Plan Review Meeting with Design Team & Village Staff	
Document Deliverables – Final Construction Plan Phase		
#1	Opinion of Probable Costs Estimate	8.5x11 pdf
#2	Construction Plan Set for Bidding	11x17 pdf
#3	Project Manual (front end documents & special provisions)	8.5x11 pdf
Document Deliverables – Permit Preparation		
#1	Local Land Disturbance or Stormwater permits (if applicable)	8.5x11 pdf

Post Design Assistance (Optional T&M)

- ◆ Assist Village with Public Bidding
 - Answer bidder questions and issue addenda if needed

- o Facilitate bid opening and provide bid tabulation
- ◆ Construction Administration
 - o Attend and facilitate regular construction meetings
 - o Review submittals and shop drawings for design elements of the project
 - o Administer contractor pay requests
 - o Complete final walk-through and punch list at completion of project

OUTCOMES		
Public Bidding Process		
#1	Prepare addenda if needed	
#2	Meeting to facilitate bid opening	
#3	Bid Tabulation	8.5x11 pdf
Construction Administration		
#1	Facilitate Construction Meetings (provide agenda & meeting minutes) (6 meetings anticipated)	
#2	Review Submittals & Shop Drawings	
#3	Administer contractor pay requests	
#4	Administer final walk-through and provide punch list	
#5	Provide project closeout documents	

Responsibilities of Owner and Others

The Village shall supply Parkitecture with site survey information (CAD format). Permit fees shall be paid by the Village directly or as a reimbursable expense.

Proposed Fee

For completion of the scope of services presented above, our proposed fees are lump sum by task:

Conceptual Design	\$ 3,205
Construction Documents	\$11,635
Post Design Assistance	T&M

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work, and obtain approval prior to commencement of additional work. Refer to Terms and Conditions for billing and payment information.

Signature below shall serve as notification to proceed.

Accepted by:

Date:

Village of McFarland

TERMS AND CONDITIONS

Payment Terms

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

Reimbursable Expenses

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

Ownership of Documents

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of P+P shall not exceed the total fee for services rendered under this contract.

Authorization and Notice to Proceed

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

Schedule

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

Client's Responsibilities

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding planning services for Larson Park hardscape project.

PREVIOUS ACTION:

The Parks Committee met on January 23, 2020 to review the proposal and recommend its approval to the Village Board.

ISSUE SUMMARY:

Larson Park has long been a desired location for big and small gatherings within the heart of McFarland and adjacent to its Downtown. Within the last few years the activity within the park has picked up significantly with seasonal special events, food truck nights, Sundaes on Thursdays, concerts, fundraisers, and other special events that use the park. The western edge of the park presents an opportunity to take advantage of the relatively flat terrain surrounded by slightly elevated berms to create programmable space for these events. This could include a stage/amphitheater, seating, hardscape, fire pit, etc. All of these things are encountered within this park through out the year and the park does see a high amount of turnout for these events causing concerns with future maintenance in its current condition.

A proposal from Vandewalle and Associates is included within your packet to help plan out this area similar to other renditions of this work and work they've done in the area before. The intent of this effort is to create a plan that can be implemented to enhance the utilization of the park for these events allowing for dedicated programmable space.

FINANCIAL/BUDGET IMPACT:

The 2020 Budget provides for up to \$100,000 for this improvement and can be constructed this year yet depending on the timing of when the plan can shift to design, construct, etc. The total cost of the proposal is \$12,200.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

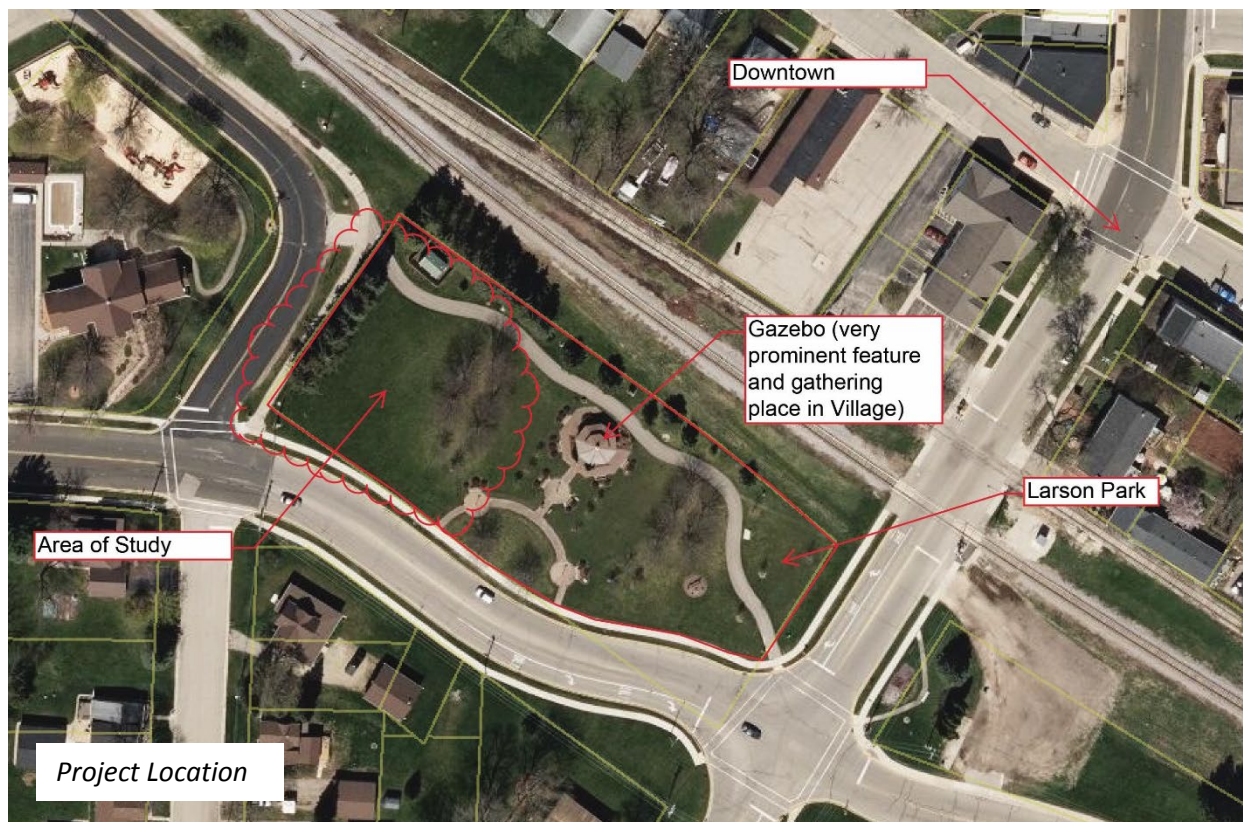
1. Larson Park Proposal
2. Hardscape Propoosal

LARSON PARK ENHANCEMENT PLAN

McFarland, Wisconsin

Proposed Scope of Services

Purpose: Prepare an illustrative Enhancement Plan for improvements within Larson Park in downtown McFarland to better accommodate activities. Understanding this is a primary community gathering space, improvements should complement the existing park features and identity. Existing activities should be maintained, and new features should also accommodate future activities. The Enhancement Plan drawings may be used by the Village to reach community consensus on improvements and will be accurate to be included as a base for a future engineered bid package. The scope of services for tasks 1-6 is proposed as a time and materials contract with an amount not to exceed \$12,200. Please note Task 3: Draft Perspective Sketches may be reduced in scope if needed. A per drawing cost is listed. Also, Task 7 is listed as optional to allow for an additional public meeting attendance.



Vandewalle & Associates (V&A) is prepared to move quickly through this park planning exercise and will work closely with Village Staff. We understand the importance of this prominent park and will work with Staff to gather as much public input as possible. The following are the proposed tasks of the enhancement planning process:

Two V&A team members will travel to the site to take photographs and fields notes, which will be used to prepare the project base map. Specific attention will be paid to existing trees, walkways, and features which will be noted on the Draft Enhancement Plan graphic. V&A will also meet with Village staff to discuss initial project ideas and goals. *Task 1 Budget: \$1,200*

After initial project input gathered in Task One, V&A will prepare a Draft Enhancement Plan graphic. The Plan will be a color-rendered site plan accurately designed to a scale. Potential plan features may include:

- V&A will also prepare a Draft Cost Opinion of the proposed improvements.

Deliverables: Draft Enhancement Plan drawing and cost opinion in digital PDF form.

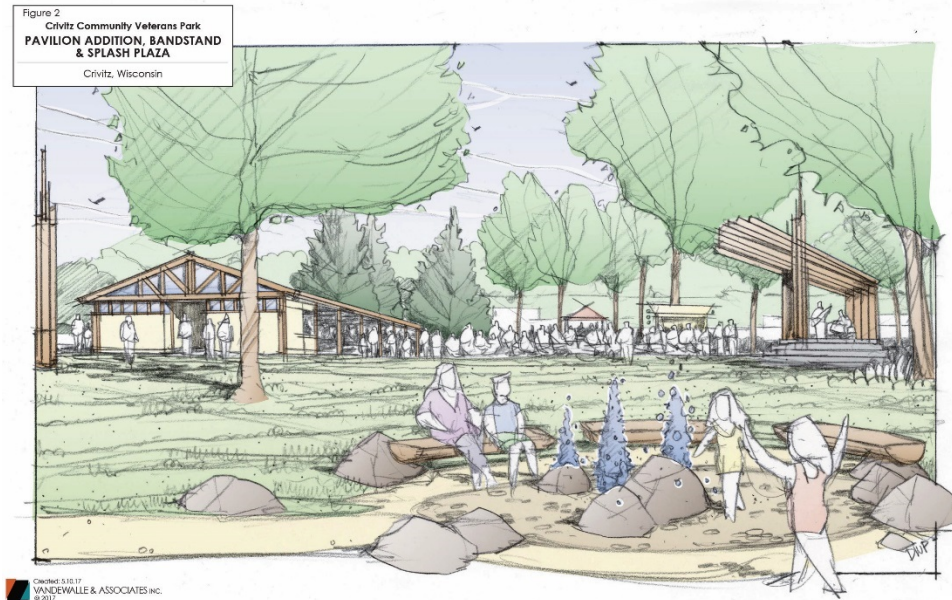


Task Three: Draft Perspective Sketches

V&A will prepare up to three (3) three-dimensional sketches that provide a clear vision of the park improvements. These color-rendered sketches may be bird's eye or ground-level drawings. Suggested views will be provided to the Village Administrator for approval prior to preparation.

Task 3 Budget: \$6,000 (\$2,000 per sketch)

Deliverables: Three (3) Draft Perspective Sketches in digital PDF form.



Example Draft Sketches



Task Four: Draft Enhancement Plan Presentation

V&A will travel to McFarland to present the Draft Enhancement Plan to the Parks, Recreation and Natural Resources Committee and collect feedback/edits. *Task 4 Budget: \$850*

Deliverables: Digital PowerPoint presentation. Up to ten 11"x17" color handouts.

Task Five: Final Enhancement Plan

Based on feedback gathered during the Task Four meeting and Village Staff review, V&A will finalize the Enhancement Plan into an illustrative graphic. *Task 5 Budget: \$800*

Deliverables: One Final Enhancement Plan in digital PDF form.

Task Six: Final Enhancement Plan Presentation

V&A will travel to McFarland to present the Final Enhancement Plan to the Parks, Recreation and Natural Resources Committee. *Task 6 Budget: \$850*

Deliverables: One Final Enhancement Plan in digital PDF form. Up to ten 11"x17" color handouts.

Task Seven: Additional Public Meeting (Optional)

V&A will travel to McFarland to present either the Draft of Final Enhancement Plan at a meeting of the Village Administrator's direction. *Task 7 Budget: \$850*

Village Staff will present the Final Enhancement Plan to the Village Board to approve the project and initiate the construction document preparation and bid process.



Hardscape for performances, seating, food trucks, special events. Want it to be pervious and include an outdoor fire pit.

Use the terrain for seating and viewing of performances.

Raised Stage/
Amplitheater



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

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

AGENDA ITEM: Discussion and action regarding the issuance of a Request for Proposals (RFP) for park master planning services at William McFarland Park and future Community Park.

PREVIOUS ACTION:

The Village Board reviewed this item previously as just an RFP for William McFarland Park. At that time they voted against moving it forward. The Community Park land had not been acquired as of yet and now with both properties under control and the funds reallocated for 2020, the project should be able to move forward.

The Parks Committee evaluated this proposed RFP at its meeting on January 23, 2020 and is recommended approval to advertise.

ISSUE SUMMARY:

Enclosed is a draft RFP to solicit proposals for master planning services related to the Community Park and McFarland Park. McFarland Park is one of our largest parks and serves many different uses, all of which have expressed some desire to expand at some point in the future. The Community Park property was acquired last year and we need to develop a plan for how we intend to use it in the future. Both plans likely will need to work together in order to be successful and it would be more advantageous for the same consultant to perform the work. The RFP ultimately needs to be approved by the Village Board and if accepted would be advertised for about a month beginning January 31st. We would select a consultant in March/April and they would begin their work shortly thereafter to be completed sometime before the end of the year.

FINANCIAL/BUDGET IMPACT:

The Parks Budget within the Capital Projects fund includes \$50,000 for the Community Park and \$25,000 for McFarland Park. The final cost will be determined based upon the results of the RFP.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. McFarland Park Master Plan RFP 01152020 mgs



Request For Proposals

Master Planning Services

Community Park
William McFarland Park

RFP Issuance Date: January 31, 2020

RFP Due Date: February 28, 2020

Please Submit to:

McFarland Department of Public Works
Attn: McFarland Park Master Plan RFP
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558

SECTION 1

Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified planning consultants who are interested in completing a new Master Plan for our Community Park and William McFarland Park. One Master Plan will be completed for each park. The Master Planning document is meant to create a vision for the future utilization of these parks in order to help guide the Village regarding the implementation of desired improvements in the future. The plan will need to be comprehensive in its ability to partner with multiple existing plans both for the Village and our Parks System as well continue to meet the needs of its many users. The successful consultant will need to be dynamic and engaging in order to creatively address the unique challenges faced within this park both now and into the future.

SECTION 2

History and Background

The Village of McFarland is located adjacent to the southeast side of the City of Madison in Dane County. The current population of McFarland is estimated over 8,700 residents. The Village is serviced by WI State Highway 51 serving as the main connection point between the cities of Madison and Stoughton. The Village of McFarland has 75 permanent employees supplemented by seasonal, temporary, and part-time employees when necessary. The Village's primary departments include Administration, Community Development, Communications/Technology, Fire and Rescue, Library, Public Works (including Parks and Utilities), Police, and Senior Outreach. Services related to Community Recreation are provided by the McFarland School District (separate entity). More information about the Village is available at www.mcfarland.wi.us.

The Community Park is an approximate 28 acre piece of land that is made up almost entirely of farmland. The property was acquired by the Village in 2019 and contains remnant buildings as well as a single family house from what was a working farmstead many years ago. The land was acquired for the purpose of creating a new Community Park to provide more opportunity to develop large active uses as an outlet for such things that have run out of space within their existing location. It has long been desired to create a large scale Community Park from scratch and this planning effort is meant to serve as a guide as to how the Village should go about developing the park for this purpose. There are likely several synergies between the creation of the Master Plan for the Community Park and a new Master Plan for William McFarland Park.

William McFarland Park is titled after the Village's namesake when he founded the Village in the early 1900's. The parkland came under ownership of the Village in the mid-1980's and since has seen significant growth and utilization as one of our largest parks around 20 acres in size. Located on the northern side of the Village adjacent the City of Madison, this park provides amenities for skateboarding, bocce ball, soccer, baseball, and special events. The park is also home to the Madison Curling Club, which constructed their facility in the park in 1997 and has been in existence since 1921. Associated with the park and its use but located on private property is the McFarland Community Ice Rink that utilizes roughly 5 acres with their facility and associated parking. The Village provides the land and conducts some maintenance to the property, but all programming is privately coordinated through various groups associated with the different uses. With exception to the Ice Rink which is owned and operated by a separate entity on private property.

SECTION 3 Goal

The Village continues to experience above average growth in all sectors of the Community. As the Community grows so does the demand for the activities that are conducted within our park system. This has led to many discussions on the future of these larger park spaces and how the space available is efficiently utilized to accommodate growth. A new Master Plan for both of these locations is desired to be able to provide a realistic and rational model for their development as well as help to prioritize various uses based on the availability of those amenities within the Community. It is also desired that this planning exercise take into account not only the voice of the Community through its residents, committee members, and Staff but also the users of the park system, which has a much broader base beyond Village borders.

SECTION 4 Scope of Work

The selected Consultant will provide a full range of municipal planning services required to create an independent Master Plan for each park listed. The listed services within this Scope of Work will apply equally to both locations. The desired services include, but are not limited to the following:

- Meet with Village Staff at site to review current conditions and existing amenities or site constraints, and receive direction regarding site-specific requirements.

- Meet with the leadership for all current user groups of McFarland Park to review current facilities, site constraints, and discuss future planning for their facility needs. This would include but not limited to the Madison Curling Club, McFarland Community Ice Rink, McFarland Soccer Club, McFarland Area Recreation Program (Baseball), and Four Lakes Bocce Association.
- Provide recommendations on the possible relocation of existing facilities to other existing parks within the system. Master Plan should note synergies and linkages between the park of record and other parks within the system.
- Inventory site, review pertinent surveys, review architectural and existing/future landscape plans or general plans including Parks and Open Space Plan, Comprehensive Plan, Strategic Plan, and Annual Budget as applicable.
- Conduct an analysis of the current park utilization and make recommendations on future park data according to current and future trends.
- Work with the Village's Parks, Recreation, and Natural Resources Committee to prepare surveys, host public meetings and conduct focus groups with applicable stakeholders. Key emphasis will be placed on those proposals that can be effective at generating input internally from within the Community and externally within current user groups of the Park.
- Prepare conceptual plans as needed for discussion, review, and presentation.
- Generate phasing plan for implementation of the master plan.
- Prepare final report including renderings and cost estimates as needed.

These are the general requirements for the creation of a Master Plan at each location and are not intended to be a comprehensive list of tasks and deliverables. It is expected that the chosen consultant will provide the Village with more specific recommendations for approaches, tasks, and deliverables based on their experience and expertise from past work on similar park master planning projects.

SECTION 5

Deliverables

The selected Consultant shall complete a final Master Plan document for each location that contains a phased implementation schedule, detailed conceptual drawings/renderings, narrative description of recommended improvements, visual examples depicting recommendations, conceptual cost estimates, and associated narrative in order to present a complete document. A final presentation of each plan will be required once the document is complete to both the Committee and Village Board. The final plan put forth for acceptance shall be completed in such a way that it can be fully integrated with other plans and initiatives adopted by the Village, such as the Park and Open Space Plan, Comprehensive Plan, and Village Strategic Plan.

SECTION 6

RFP Submittal Requirements

1) Qualification Details consisting of:

- a. Cover Letter – Including, but not limited to a statement of understanding and approach to this project.
- b. Experience – Specific project experience detailing completed, similar or relevant projects that the applicant has executed. Links to similar or relevant projects are encouraged.
- c. References – Provide a minimum of three municipal client references for which the applicant has provided similar planning services within the last three to five years. Include the name and telephone number of the contact person and a description of services provided to that contact.

2) Technical Proposal consisting of:

- a. Project Approach – A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
- b. Scope of Work – Scope of work that includes steps to be taken, including any products or deliverables.

- c. Estimated Labor Hours – A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each participant organized by task.
- d. Key Personnel – List of personnel directly assigned to the project, along with responsibilities on this project and resumes. Include organizational chart of personnel involved in the project. The firm's Project Manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. Village reserves the right to approve Consultant's project manager and any requested personnel and subcontractor changes during the course of the project.
- e. Project Schedule – A proposed schedule that indicates project milestones and overall time for completion of the Plan.
- f. Supplemental Information – Any other information deemed necessary to address the requests of this RFP.

3) Cost Proposal consisting of:

- a. Cost – Lump Sum price to complete each Master Plan as proposed in the Scope of Work.
- b. Additional Fees – Hourly price to complete any additional items not identified in the above Scope of Work.

4) General requirements consisting of:

- a. Due Date – Responses to the RFP must be received by the end of day on Friday, February 28, 2020. Proposals received late, for any reason, shall not be accepted.

- b. Location – RFP submittals shall be provided to McFarland Department of Public Works, Attn: McFarland Park Master Plan RFP, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.
- c. Format – Prospective consultants shall provide seven (7) printed copies of the proposal and one (1) electronic copy.
- d. Property – All information developed as part of this RFP, including graphics and data, shall become the property of the Village upon completion of the report. All text shall be submitted electronically as is most convenient. All original graphics generated as a part of the RFP shall be submitted to the Village in an easily reproducible hardcopy and electronic format as applicable.

SECTION 7 Evaluation Criteria

The following criteria will be used to evaluate each proposal submitted:

- Experience and qualifications relevant to key personnel.
- Project understanding and knowledge of area depth or relevant technical experience.
- Proven ability to appeal to a wide audience and incorporate public comment into plan.
- Ability to be responsive in meeting schedule required to complete the plan and deliverables.
- Ability to meet budget/value as related to proposed and additional costs.
- Level of experience with local government entities of similar size, structure and complexity.
- Demonstration of innovative approaches particular to technical solutions.
- Quality, clarity and completeness of submittal package.

SECTION 7

Method of Selection

The Village Administrator, Public Works Director, Parks Superintendent, Chairperson of the Parks Committee, and a general member of the Parks Committee will conduct the evaluation of proposals submitted. This will comprise the Evaluation Team. They will make a recommendation to the Parks, Recreation, and Natural Resources Committee ("Parks Committee") whom will make the final recommendation to the Village Board for decision. The following method and timeline will be utilized in order to select the desired proposal:

- **January 31st – RFP Issuance Date**
- **February 28th – RFP Due Date**
- **March 2nd – Evaluation:** During this week, the Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in person interview.
- **March 9th – Interviews:** During this week, the Evaluation Team will host in person interviews of perspective consultants in order to make a selection.
- **March 20th – Make Recommendation:** The Evaluation Team will make its recommendation to the Committee for further consideration following completion of their work to evaluate the proposals.
- **March 26th – Parks, Recreation, and Natural Resources Committee:** The Committee will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.
- **April 13th – Village Board:** The Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.

SECTION 8

Terms and Conditions

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The Village may reject any proposal if it is conditional, incomplete, contains irregularities, or if in the sole discretion of the Village not considered in our best interest. The Village may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded a contract. A prospective Consultant may be requested for an interview at the sole discretion of the Village. The recommended Consultant will be selected and approved by the Village Board.

The Village uses a standard template contract for such services and will require its utilization for this project. A copy of the standard template can be provided for review upon request and will be updated to adapt to the proposal ultimately selected.

There is no expressed or implied obligation for the Village to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under Wisconsin law. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

The Village reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the Consultant.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the Village.

The Village reserves the right to reject any or all proposals submitted.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding the issuance of a Request for Proposals (RFP) for planning services related to park improvements to be developed for individuals with special needs.

PREVIOUS ACTION:

The Parks Committee reviewed the draft RFP at its meeting on January 23, 2020 and recommends its approval to advertise.

ISSUE SUMMARY:

The 2020 Budget calls for a plan to be developed on creating park amenities that are geared towards individuals with special needs. There is no set improvement known or location identified, just an idea we are tasked with developing for consideration to implement within the next year if accepted. The enclosed RFP will help us locate a consultant that can help plan out this improvement through a multi-step process.

The scope of work is setup for the consultant to essentially gather data, review existing conditions, and gather public input about what people are looking for in this improvement. Then we will work with them to figure out to what extent we wish to develop the park before identifying a location. Knowing what we want to construct will help us determine a location where eventually we will develop conceptual plans, timelines, and costs for the improvement. Figuring out the location doesn't come along until later because this project is beginning from scratch and there is likely a multitude of options for us to consider. It would be wise to understand first how far we want to take this project, and then align that with available locations.

FINANCIAL/BUDGET IMPACT:

The 2020 Budget allocated \$10,000 for this purpose. We will evaluate this further upon receipt of the proposals.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. McFarland Special Needs Park Planning RFP 01162020 mgs



Request For Proposals

Special Needs Park Planning Services

RFP Issuance Date: January 31, 2020

RFP Due Date: February 28, 2020

Please Submit to:

McFarland Department of Public Works
Attn: Special Needs Park RFP
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558

SECTION 1

Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified consultants who are interested in completing a plan designed entirely for individuals with special needs. The planning services desired are meant to create a vision that provides for a truly all-accessible and all-inclusive playground to serve individuals with special needs in our Community. The plan will need to be comprehensive and creative in its ability to impact a broad range of abilities within the Village. The successful consultant will need to be dynamic and engaging in order to creatively address the unique challenges faced in order to create a plan that is responsive to our needs.

SECTION 2

History and Background

The Village of McFarland is located adjacent to the southeast side of the City of Madison in Dane County. The current population of McFarland is estimated over 8,700 residents. The Village is serviced by WI State Highway 51 serving as the main connection point between the cities of Madison and Stoughton. The Village of McFarland has 75 permanent employees supplemented by seasonal, temporary, and part-time employees when necessary. The Village's primary departments include Administration, Community Development, Communications/Technology, Fire and Rescue, Library, Public Works (including Parks and Utilities), Police, and Senior Outreach. Services related to Community Recreation are provided by the McFarland School District (separate entity). More information about the Village is available at www.mcfarland.wi.us.

The McFarland Park System includes many parks, bike paths, and open spaces that serve as recreation areas, provide a connection to nature, and improve the local quality of life. There are about 66 acres of active and accessible passive park facilities, ranging from larger community parks like William McFarland Park,, neighborhood parks like Legion Park, conservancy areas like Grandview Marsh, and many more opportunities. Additionally there are another 265 acres within the system that is comprised solely of open spaces and natural features. More information on each of these parks can be found on our website. There are a lot of amenities within this vast array of property and some of those amenities offer individuals with special needs some ability to play; however, no park amenity within the system is solely dedicated for this purpose. The Parks, Recreation, and Natural Resources Committee ("Parks Committee") is a group of residents that provide review and recommendation on issues to the Village Board helping to advise on key issues within the park system.

SECTION 3

Goal

The Village desires to focus and create park amenities through this planning effort that is geared towards individuals with special needs. Several parks have amenities created for a special purpose and for the Community the Village Board wants to create something where all individuals could enjoy. Viewpoints from the Community will be very important in the development of this plan as well as finding a suitable location for the improvement. The planning effort will need to take into account all of this in order to be successful.

SECTION 4

Scope of Work

The selected Consultant will provide a full range of municipal planning services required to prepare a plan for the creation of a special needs park. The desired services include, but are not limited to the following:

- Meet with Village Staff at site to review current conditions and existing amenities or site constraints, and receive direction regarding site-specific requirements.
- Inventory site, review pertinent surveys, review architectural and existing/future landscape plans or general plans including Parks and Open Space Plan, Comprehensive Plan, Strategic Plan, and Annual Budget as applicable.
- Prepare and conduction public input efforts in order to solicit viewpoints from the Community on the improvement. This may be conducted through surveys, focus groups, discussion with School District, open houses, and any other means that will generate input on the project.
- Work with Village Staff and the Parks Committee to inventory the extent of park development and amenities desired for the project. The inventory of ideas should be complete in order to assist in the location review and site selection process.
- Evaluate up to three potential locations within our current system that could allow for the development of the improvements generated through the meeting and public input process.
- Prepare conceptual plans as needed for discussion, review, and presentation.
- Generate plan for implementation of the project.

- Prepare final report including renderings and cost estimates as needed.

These are the general requirements the Village desires in order to create a plan to develop this improvement. It is expected that the chosen consultant will provide the Village with more specific recommendations for approaches, tasks, and deliverables based on their experience and expertise from past work on similar park planning projects.

SECTION 5 Deliverables

The selected Consultant shall complete a final plan document that contains an implementation schedule, detailed conceptual drawings/renderings, narrative description of recommended improvements, visual examples depicting recommendations, conceptual cost estimates, and associated narrative in order to present a complete document. A final presentation of the plan will be required once the document is complete to both the Parks Committee and Village Board. The final plan put forth for acceptance shall be completed in such a way that it can be fully integrated with other plans and initiatives adopted by the Village, such as the Park and Open Space Plan, Comprehensive Plan, and Village Strategic Plan.

SECTION 6 RFP Submittal Requirements

1) Qualification Details consisting of:

- a. Cover Letter – Including, but not limited to a statement of understanding and approach to this project.
- b. Experience – Specific project experience detailing completed, similar or relevant projects that the applicant has executed. Links to similar or relevant projects are encouraged.
- c. References – Provide a minimum of three municipal client references for which the applicant has provided similar planning services within the last three to five years. Include the name and telephone number of the contact person and a description of services provided to that contact.

2) Technical Proposal consisting of:

- a. Project Approach – A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
- b. Scope of Work – Scope of work that includes steps to be taken, including any products or deliverables.
- c. Estimated Labor Hours – A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each participant organized by task.
- d. Key Personnel – List of personnel directly assigned to the project, along with responsibilities on this project and resumes. Include organizational chart of personnel involved in the project. The firm's Project Manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. Village reserves the right to approve Consultant's project manager and any requested personnel and subcontractor changes during the course of the project.
- e. Project Schedule – A proposed schedule that indicates project milestones and overall time for completion of the Plan.
- f. Supplemental Information – Any other information deemed necessary to address the requests of this RFP.

3) Cost Proposal consisting of:

- a. Cost – Lump Sum price to complete the plan as proposed in the Scope of Work.
- b. Additional Fees – Hourly price to complete any additional items not identified in the above Scope of Work.

4) General requirements consisting of:

- a. Due Date – Responses to the RFP must be received by the end of day on Friday, February 28, 2020. Proposals received late, for any reason, shall not be accepted.
- b. Location – RFP submittals shall be provided to McFarland Department of Public Works, Attn: Special Needs Park RFP, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.
- c. Format – Prospective consultants shall provide five (5) printed copies of the proposal and one (1) electronic copy.
- d. Property – All information developed as part of this RFP, including graphics and data, shall become the property of the Village upon completion of the report. All text shall be submitted electronically as is most convenient. All original graphics generated as a part of the RFP shall be submitted to the Village in an easily reproducible hardcopy and electronic format as applicable.

SECTION 7 Evaluation Criteria

The following criteria will be used to evaluate each proposal submitted:

- Experience and qualifications relevant to key personnel.
- Project understanding and knowledge of area depth or relevant technical experience.
- Proven ability to appeal to a wide audience and incorporate public comment into plan.
- Experience in and/or knowledge of park development specifically for individuals with special needs.
- Ability to be responsive in meeting schedule required to complete the plan and deliverables.
- Ability to meet budget/value as related to proposed and additional costs.

- Level of experience with local government entities of similar size, structure and complexity.
- Demonstration of innovative approaches particular to technical solutions.
- Quality, clarity and completeness of submittal package.

SECTION 7 Method of Selection

The Village Administrator, Public Works Director, and Parks Superintendent will conduct the evaluation of proposals submitted. This will comprise the Evaluation Team. They will make a recommendation to the Parks Committee whom will make the final recommendation to the Village Board for decision. The following method and timeline will be utilized in order to select the desired proposal:

- **January 31st – RFP Issuance Date**
- **February 28th – RFP Due Date**
- **March 2nd – Evaluation:** During this week, the Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in person interview.
- **March 9th – Interviews:** During this week, the Evaluation Team will host in person interviews of perspective consultants in order to make a selection.
- **March 20th – Make Recommendation:** The Evaluation Team will make its recommendation to the Parks Committee for further consideration following completion of their work to evaluate the proposals.
- **March 26th – Parks, Recreation, and Natural Resources Committee:** The Parks Committee will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.
- **April 13th – Village Board:** The Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.

SECTION 8

Terms and Conditions

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The Village may reject any proposal if it is conditional, incomplete, contains irregularities, or if in the sole discretion of the Village not considered in our best interest. The Village may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded a contract. A prospective Consultant may be requested for an interview at the sole discretion of the Village. The recommended Consultant will be selected and approved by the Village Board.

The Village uses a standard template contract for such services and will require its utilization for this project. A copy of the standard template can be provided for review upon request and will be updated to adapt to the proposal ultimately selected.

There is no expressed or implied obligation for the Village to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under Wisconsin law. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

The Village reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the Consultant.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the Village.

The Village reserves the right to reject any or all proposals submitted.



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance No. 2020-01: an Ordinance rezoning lands recently annexed near CTH. AB and Siggelkow Road and subject to Dane County zoning to classifications in the Village zoning code.

PREVIOUS ACTION:

Lands subject to this zoning amendment were previously annexed to the Village under Ordinance 2019-23 on November 25, 2019.

The Plan Commission reviewed this request at its meeting on January 23, 2020 and recommended unanimous approval.

ISSUE SUMMARY:

As part of the next item on the agenda, the Village is seeking to divide land it owns (parcel 071131380511, 3234 CTH AB) into two lots. The purpose of this land division is to enable the transfer of Lot 1 of the proposed CSM to the McFarland School District in exchange for the District's Lot 2 of the proposed CSM for 3583 CTH MN. The Village's parcel was annexed, along with other lands, as part of the Lightfoot et al annexation petition approved by the Village Board under Ordinance 2019-23. Lands within Ordinance 2019-23 are currently subject to Dane County Zoning since these lands' zoning classification was not changed at the time of annexation. The Village's proposed CSM can not be approved without first rezoning the property from County to Village zoning since proposed Lots 1 and 2 of the Village's CSM would be below the minimum lot size requirement of the County's existing AT-35 Agricultural Transition District.

Village Staff are also recommending rezoning other lands that were included within the Lightfoot et al annexation ordinance to bring these lands under Village zoning. Other portions of the annexation ordinance, those lands owned by Lightfoot, will remain under Dane County zoning for the time being until amendments to the Village's Zoning Code can be addressed. These lands currently include a landscaping business that have operational restrictions imposed via deed restrictions imposed by Dane County. Village Staff are working on drafting amendments to the Village's Zoning Code to more adequately address business uses and site plan review in the Village's A-1 and RH-1 Districts, prior to rezoning these lands from County to Village zoning. Village Staff anticipates these zoning text and map amendments will be considered later this year, at which point the Lightfoot properties can be rezoned to a Village zoning district.

The packet includes Ordinance 2020-01 and Exhibit A which identify the proposed zoning map amendments. The packet also includes a copy of the Village's Future Land Use Map from its Comprehensive Plan. Under



66.1001(3)(k) Wis. Stat., zoning ordinances must be consistent with a community's Comprehensive Plan. In Village Staff's opinion the proposed Ordinance 2020-01 is consistent with the Village's Comprehensive Plan.

1. Parcel 071131386521, 3274 CTH AB is proposed to be rezoned to the Village's RH-1 Rural Homes District. The Village's Comprehensive Plan identifies this property as Single Family Residence. The current use of the property is single family residence. Single family residences are a permitted use in the Village's RH-1 District and the parcel meets the minimum lot size requirement (1-acre) of this district.
2. Parcel 071131380511, 3234 CTH AB is proposed to be rezoned to the Village's RH-1 Rural Homes District. The Village's Comprehensive Plan identifies this property as Agricultural Preservation which is intended to support long-term farming or open space uses until development on urban services is appropriate. The current uses of the property are a vacate single family home, accessory farm structures, open space and agriculture. The Village intends to develop a community park in this area after developing a master plan for the property. Greenways, open space, parks and pools are permitted uses in the RH-1 District and the parcel meets the minimum lot size requirement (1-acre) of this district.
3. Parcel 071131390031 is proposed to be rezoned to the Village's A-1 Agricultural Transition District. The Village's Comprehensive Plan identifies this property as Agricultural Preservation which is intended to support long-term farming or open space uses until development on urban services is appropriate. The current uses of the property are open space and agriculture. The purpose of the Village's A-1 District is to preserve, for an unspecified time period in agricultural and related open-space land uses, those lands generally located in proximity to developed areas within the Village where urban expansion is inevitable and broadly keeping with long time plans for development. There are no pending development plans for this property. Agriculture and forestry are permitted accessory uses in the A-1 District and the parcel meets the minimum lot size requirement (35-acres) of this district.
4. Parcel 071131395511, 3063 Siggelkow Road is proposed to be rezoned to the Village's RH-1 Rural Homes District. The Village's Comprehensive Plan identifies this property as both Single Family Residence and Agricultural Preservation. The current uses of the property are single family residence and open space. Single family residences and open space are permitted uses in the Village's RH-1 District and the parcel meets the minimum lot size requirement (1-acre) of this district.

FINANCIAL/BUDGET IMPACT:

No fiscal impact.

VILLAGE PLAN REFERENCE:

Village of McFarland Comprehensive Plan, Future Land Use Map and Figure 4.1

ORDINANCE REFERENCE:

Sec. 62-62, 62-65, 62-68-70

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommend approval of Ordinance 2020-01

ATTACHMENTS:



1. 2020-01 Rezoning Lands Recently Annexed and Subject to County Zoning
2. Ordinance 2020-01 Exhibit A
3. McFarland_Comprehensive_Plan_-_Future_Land_Use_Map

ORDINANCE 2020-01
AN ORDINANCE REZONING LANDS RECENTLY ANNEXED AND SUBJECT TO
DANE COUNTY ZONING TO CLASSIFICATIONS IN THE VILLAGE ZONING CODE
IN THE VILLAGE OF MCFARLAND

Purpose: Properties that were included in the Lightfoot et al annexation petition, added to the Village as part of the approval of Ordinance 2019-23, are currently subject to Dane County Zoning since these lands' zoning classification was not changed at the time of annexation. This ordinance brings most of the recently annexed lands under Village zoning, although leaving an existing farm/landscaping business to continue under the Dane County zoning classifications, until such time they are rezoned under Village zoning as deemed appropriate by the Village.

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

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

1. Section 62-62(c) of the McFarland Municipal Code and the Official Zoning Map, adopted in September 2008, are hereby amended so that the following described real estate is hereby rezoned from the Dane County SFR-1 Single Family Residential District to the RH-1 Rural Home District and shall henceforth be subject to the regulations contained in Sections 62-68(r), 62-69 and 62-70 of the McFarland Municipal Code, as applicable to the RH-1 Rural Home District. The legal description of the properties to be rezoned are as follows:

LOT 1, CERTIFIED SURVEY MAP 8262, AS RECORDED IN VOLUME 44 OF CERTIFIED SURVEY MAPS ON PAGES 261 AND 262.

2. Section 62-62(c) of the McFarland Municipal Code and the Official Zoning Map, adopted in September 2008, are hereby amended so that the following described real estate is hereby rezoned from the Dane County AT-35 Agricultural Transition District to the RH-1 Rural Home District and shall henceforth be subject to the regulations contained in Sections 62-68(r), 62-69 and 62-70 of the McFarland Municipal Code, as applicable to the RH-1 Rural Home District. The legal description of the properties to be rezoned are as follows:

A PART OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 7 NORTH, RANGE 11 EAST, IN THE VILLAGE OF MCFARLAND, DANE COUNTY WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 87°08'17" EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 31, A DISTANCE OF 628.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°08'17" EAST ALONG THE SAID EAST-WEST 1/4 LINE, A DISTANCE OF 875.90 FEET; THENCE SOUTH 01°17'31" WEST, A DISTANCE OF 1227.86 FEET; THENCE SOUTH 81°55'51" WEST, A DISTANCE OF 982.50 FEET; THENCE NORTH 19°13'11" WEST, A DISTANCE OF 143.08 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BRANDT

ROAD; THENCE SOUTH 70°46'45" WEST ALONG THE SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 416.31 FEET TO A POINT ON A LINE 66 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 00°11'35" EAST ALONG THE SAID PARALLEL LINE, A DISTANCE OF 872.64 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP (CSM) NO. 8262; THENCE NORTH 86°55'38" EAST ALONG THE SOUTH LINE OF SAID CSM NO. 8262, A DISTANCE OF 562.23 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID CSM NO. 8262; THENCE NORTH 00°12'09" EAST ALONG THE EAST LINE OF SAID LOT 2 AND SAID LINE EXTENDED NORTHERLY, A DISTANCE OF 420.90 FEET TO THE POINT OF BEGINNING.

3. Section 62-62(c) of the McFarland Municipal Code and the Official Zoning Map, adopted in September 2008, are hereby amended so that the following described real estate is hereby rezoned from the Dane County RM-16 (Rural Mixed Use, 16 Acres) District to the A-1 Agriculture-Transition District and shall henceforth be subject to the regulations contained in Sections 62-65, 62-68(a), 62-69 and 62-70 of the McFarland Municipal Code as applicable to the A-1 Agriculture-Transition District. The legal description of the properties to be rezoned is as follows:

PARTS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 11 EAST, AND PARTS OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 11 EAST, ALL IN DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ¼ CORNER OF SECTION 31; THENCE NORTH 86°44'29" EAST 1504.22 FEET ALONG THE EAST-WEST ¼ LINE OF SECTION 31; THENCE SOUTH 0°54'36" WEST 1228.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°54'36" WEST 43.00 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 31°28'08" WEST A DISTANCE OF 44.80 FEET; THENCE SOUTH 81°32'57" WEST 70.00 FEET; THENCE SOUTH 11°55'06" WEST 1694.84 FEET; THENCE NORTH 52°10'17" WEST 1251.30 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 90; THENCE NORTH 1°21'35" WEST 616.88 FEET ALONG THE EASTERN RIGHT-OF-WAY LINE OF CTH AB; THENCE NORTH 89°48'35" EAST 35.00 FEET; THENCE NORTH 0°11'22" WEST 163.79 FEET ALONG THE EASTERN RIGHT-OF-WAY LINE OF CTH AB; THENCE NORTH 70°23'50" EAST 433.74 FEET ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF BRANDT ROAD; THENCE SOUTH 19°36'06" EAST 93.58 FEET; THENCE NORTH 81°32'56" EAST 982.50 FEET TO THE POINT OF BEGINNING.

4. Section 62-62(c) of the McFarland Municipal Code and the Official Zoning Map, adopted in September 2008, are hereby amended so that the following described real estate is hereby rezoned from the Dane County FP-35 General Farmland Preservation District to the RH-1 Rural Home District and shall henceforth be subject to the regulations contained in Sections 62-68(r), 62-69 and 62-70 of the McFarland Municipal Code, as applicable to the RH-1 Rural Home District. The legal description of the properties to be rezoned are as follows:

PARTS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 11 EAST, AND PARTS OF NORTH ½ OF SECTION 6, TOWNSHIP 6, RANGE 11 EAST, ALL IN DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ¼ CORNER OF SECTION 31; THENCE NORTH 86°44'29" EAST 1504.22 FEET ALONG THE EAST-WEST ¼ LINE OF SECTION 31; THENCE SOUTH 0°54'36" WEST 1271.29 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 31°28'08" WEST A DISTANCE OF 44.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE HAVING A RADIUS OF 60.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 31°59'27" EAST A DISTANCE OF 79.58 FEET; THENCE SOUTH 21°52'11" EAST 3067.29 FEET; THENCE NORTH 52°10'17" WEST 2030.73 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 90; THENCE NORTH 11°55'06" EAST 1694.84 FEET; THENCE NORTH 81°32'57" EAST 70.00 FEET TO THE POINT OF BEGINNING.

5. A map showing the rezoned areas is attached as Exhibit "A."

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 27th day of January, 2020.

APPROVED:

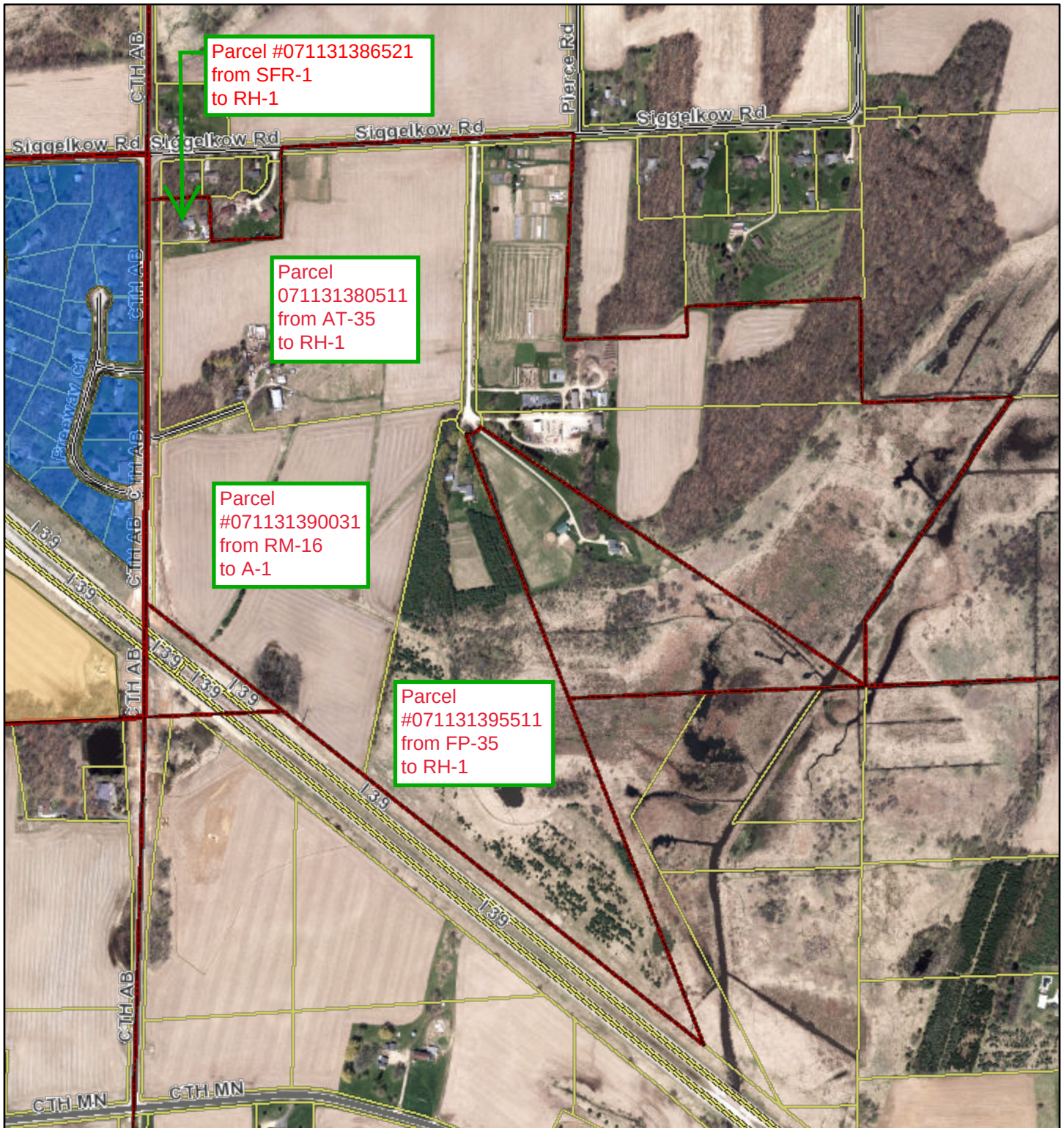
Brad Czebotar, Village President

ATTEST:

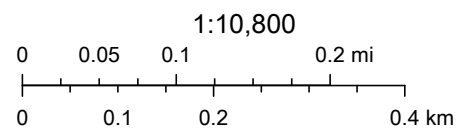
Cassandra Suettinger, Village Clerk-Treasurer

ORDINANCE 2020 – 01	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Kryzenske
Brassington	Lytle
Czebotar	Utter
Kolk	
VOTING RESULTS	
Motion Carried:	
Motion Defeated:	

Ordinance 2020-01, Exhibit A



1/7/2020, 12:04:57 PM



Village Zoning

- A-1 (Exclusive Agriculture Dane County)
- RH-1 (Rural Homes)

Municipalities

- City
- Village

Town

Road Centerlines

Interstate Highway

US Highway

State Highway

County Highway

NA, Parcels



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding a request by the Village of McFarland for a Certified Survey Map (CSM) located at 3234 County Highway AB, McFarland, WI in order to create two parcels.

PREVIOUS ACTION:

The Plan Commission reviewed this request at its meeting on January 23, 2020 and recommended unanimous approval.

ISSUE SUMMARY:

The Village is seeking to divide land it owns (parcel 071131380511, 3234 CTH AB) into two lots. The purpose of this land division is to enable the sale of Lot 1 of the proposed CSM to the McFarland School District in exchange for the District's Lot 2 of the proposed CSM for 3583 CTH MN. The Village's parcel was annexed, along with other lands, as part of the Lightfoot et al annexation petition approved by the Village Board under Ordinance 2019-23. Prior to taking action on the proposed CSM, the Village is anticipated to take action on Ordinance 2020-01 to rezone the subject property from the Dane County AT-35 Agricultural Transition District to the Village's RH-1 Rural Homes District. Lots 1 and 2 of the proposed CSM meet the minimum lot size and width requirements of the RH-1 District.

FINANCIAL/BUDGET IMPACT:

No fiscal impact.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Sec. 56-39 & 56-71, Certified Survey Maps

Sec. 62-70 Bulk Standard - Residential Districts

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Since the land in question is owned by the Village this CSM will need to be approved by the Village Board. Recommend approval of the Certified Survey Map.

ATTACHMENTS:

1. 3234 CTH AB CSM Application_12062019



**Village of McFarland
Community Development Department**

Plan Commission Application – 2019

~Please complete application in full~

Applicant - Owner	Village of McFarland	Applicant's Agent	MSA Professional Services
	Matt Schuenke	Name	Kevin Lord
Address	5915 Milwaukee Street, PO Box 110 McFarland, WI 53558	Address	1702 Pankratz Street Madison, WI 53704
Email	matt.schuenke@mcfarland.wi.us	Email	klord@msa-ps.com
Phone #	(608) 838-3153	Phone #	(608) 342-6617
Fax #	(608) 838-3619	Fax #	

Type of Proposal – Please check boxes that apply. Parcel No(s). 018/0711-313-8050-9

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

+ = Plus publication and notification charges

A = Plus \$50.00 per lot

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

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

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

E = Plus \$40.00 for each unit shown

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

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

Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
☐ R-E, R-3 & PD (up to 50 acres)	\$5,000
☐ R-E, R-3 & PD (greater than 50 acres)	\$10,000
☐ Commercial Site/Design Review (5,000 sq. ft. or more)	\$2,000
☐ All Plats including condominiums	\$5,000

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

Located at 3234 County Highway AB, proposing to subdivide what is presently a single parcel into two parcels. The property is presently undeveloped and in use for agriculture purposes, it is a former farmstead with the single-family home onsite long vacated. This CSM will create a separate parcel on the northern edge of the property that is proposed to be deeded to the School District of McFarland. Property additional resides under Dane County Zoning and the request would also include a Rezoning from existing Dane County standards to Village Zoning at RH-1 which is consistent with adjacent properties.

What action is the applicant requesting of the Plan Commission?

Approval of the CSM as presented.

Has this specific proposal been previously discussed or acted upon by the Plan Commission? ☐ YES ☒ NO (If "yes" state the nature and the date(s) of the previous application.)

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

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

Village of McFarland Plan Commission 2019 Schedule

*Submittal Deadline Noon on:

For Scheduled 2019 Meeting date of:

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

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

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

X



Signature of Applicant/Agent

12/6/2019

Date



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1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
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PROJECT NO. 09361014

DRAWN BY: KCL

SURVEYOR: BLT

FILE NO. McFarland CSM.dwg

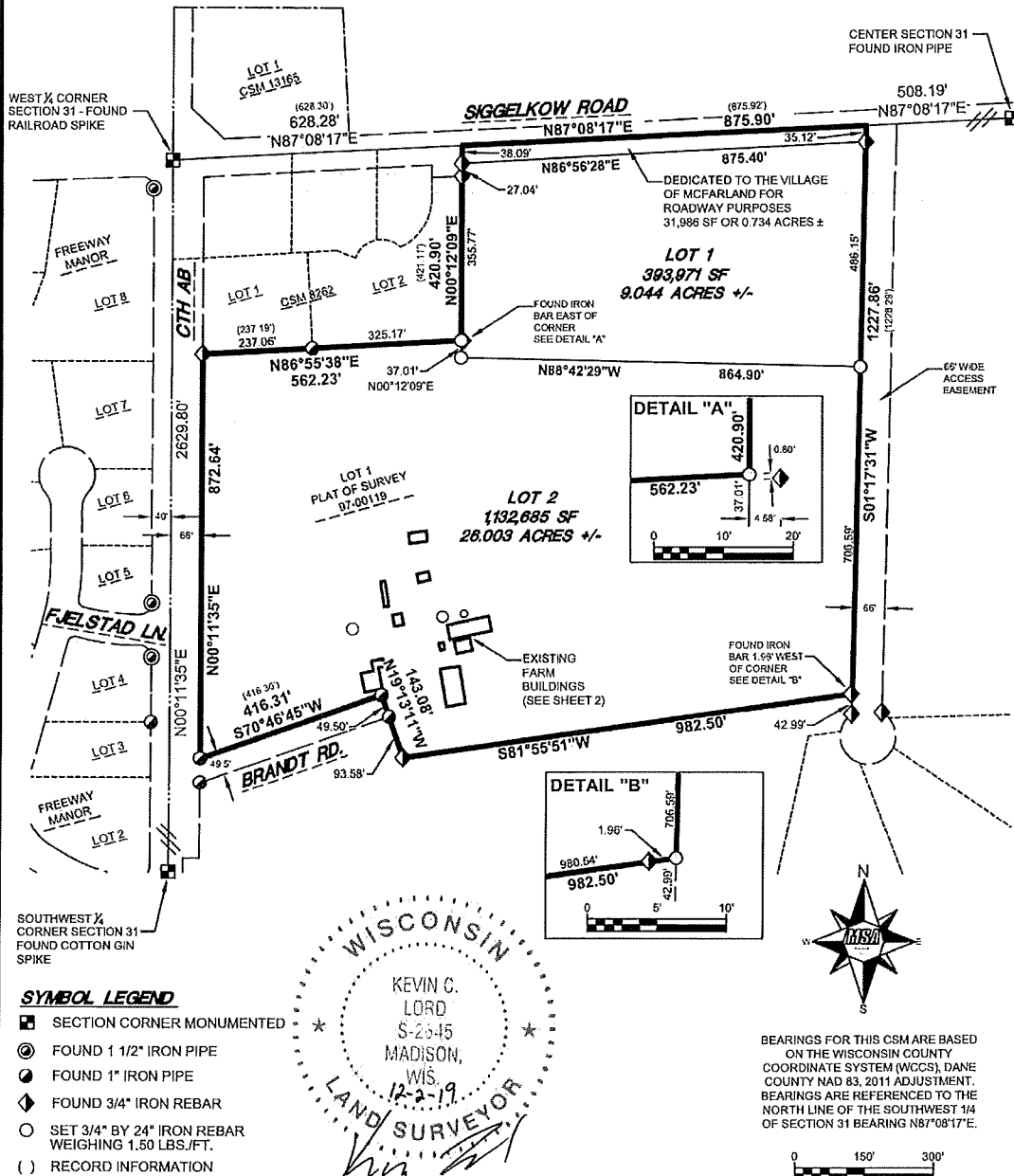
SHEET NO. 1 of 4

OWNER:

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

DANE COUNTY CERTIFIED SURVEY MAP #

A PART OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 7
NORTH, RANGE 11 EAST, IN THE VILLAGE OF MCFARLAND,
DANE COUNTY, WISCONSIN



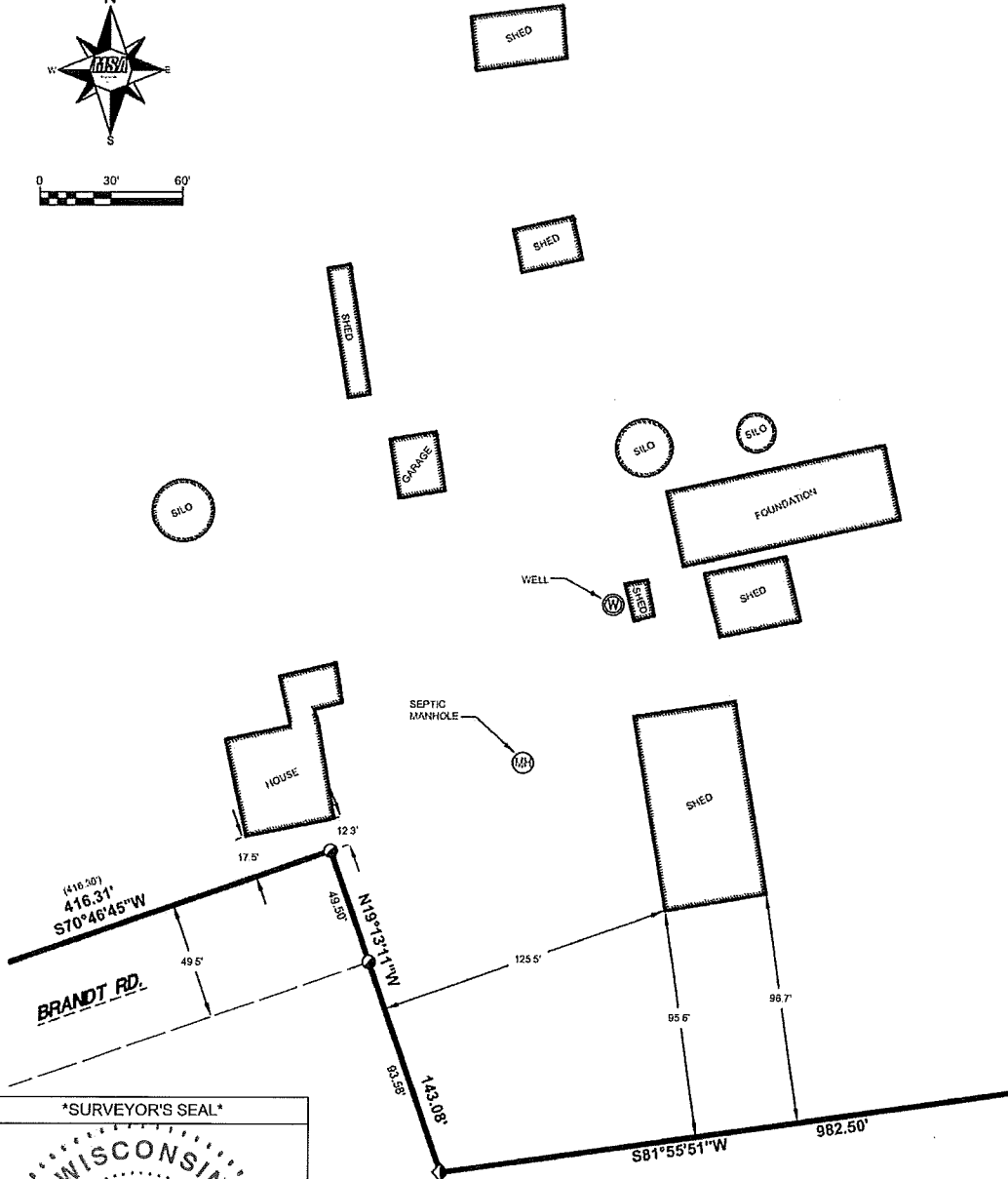


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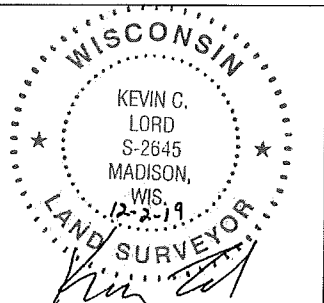
PROJECT NO.	09361014
DRAWN BY:	KCL
CHECKED BY:	BLT
FILE:	McFarland CSM.dwg
SHEET NO.	2 of 4

DANE COUNTY CERTIFIED SURVEY MAP #

A PART OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 7
NORTH, RANGE 11 EAST, IN THE VILLAGE OF MCFARLAND,
DANE COUNTY, WISCONSIN



SURVEYOR'S SEAL



CLIENT:

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
608-838-3153



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FUNDING | PLANNING | ENVIRONMENTAL
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(608) 242-7779 www.msa-ps.com
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PROJECT NO.	09361014
DRAWN BY:	KCL
CHECKED BY:	BLT
FILE:	Mcfarland CSM.dwg
SHEET NO.	3 of 4

DANE COUNTY CERTIFIED SURVEY MAP

A PART OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 7
NORTH, RANGE 11 EAST, IN THE VILLAGE OF MCFARLAND,
DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION

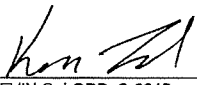
A PART OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 7 NORTH, RANGE 11 EAST, IN THE VILLAGE OF MCFARLAND,
DANE COUNTY WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 87°08'17" EAST ALONG THE EAST-WEST 1/4
LINE OF SAID SECTION 31, A DISTANCE OF 628.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°08'17"
EAST ALONG THE SAID EAST-WEST 1/4 LINE, A DISTANCE OF 875.90 FEET; THENCE SOUTH 01°17'31" WEST, A DISTANCE OF
1227.86 FEET; THENCE SOUTH 81°55'51" WEST, A DISTANCE OF 982.50 FEET; THENCE NORTH 19°13'11" WEST, A DISTANCE OF
143.08 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BRANDT ROAD; THENCE SOUTH 70°46'45" WEST ALONG THE SAID
NORTH RIGHT-OF-WAY, A DISTANCE OF 416.31 FEET TO A POINT ON A LINE 66 FEET EASTERLY OF AND PARALLEL TO THE
WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 00°11'35" EAST ALONG THE SAID PARALLEL LINE, A
DISTANCE OF 872.64 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP (CSM) NO. 8262; THENCE
NORTH 86°55'38" EAST ALONG THE SOUTH LINE OF SAID CSM NO. 8262, A DISTANCE OF 562.23 FEET TO THE SOUTHEAST
CORNER OF LOT 2 OF SAID CSM NO. 8262; THENCE NORTH 00°12'09" EAST ALONG THE EAST LINE OF SAID LOT 2 AND SAID
LINE EXTENDED NORTHERLY, A DISTANCE OF 420.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,558,642 SQUARE FEET OR 35.781 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KEVIN C. LORD, PROFESSIONAL LAND SURVEYOR S-2645, DO HEREBY CERTIFY THAT BY THE DIRECTION OF THE VILLAGE
OF MCFARLAND, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A
CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS
CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE
SUBDIVISION REGULATIONS OF THE VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.



KEVIN C. LORD, S-2645
PROFESSIONAL LAND SURVEYOR

12-2-19
DATE

SURVEYOR'S SEAL



CLIENT:

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
608-838-3153



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1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
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PROJECT NO. 09381014

DRAWN BY: KCL

CHECKED BY: BLT

FILE: McFarland CSM.dwg

SHEET NO. 4 of 4

DANE COUNTY CERTIFIED SURVEY MAP

A PART OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 7
NORTH, RANGE 11 EAST, IN THE VILLAGE OF MCFARLAND,
DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

THE VILLAGE OF MCFARLAND, AS OWNER, DO HEREBY CERTIFY THAT SAID OWNER HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON. SAID OWNER FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE VILLAGE OF MCFARLAND FOR APPROVAL.

IN WITNESS WHEREOF, THE VILLAGE OF MCFARLAND, HAVE CAUSED THESE DOCUMENTS TO BE SIGNED BY THEIR REPRESENTATIVE THIS _____ DAY OF _____, 2019.

SIGNATURE _____

SIGNATURE _____

PRINTED NAME _____

PRINTED NAME _____

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME ON THIS _____ DAY OF _____, 2019.
THE ABOVE NAMED _____ AND _____, TO ME KNOWN TO BE THE
PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, DANE COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

VILLAGE OF MCFARLAND PLAN COMMISSION CERTIFICATE

THIS CERTIFIED SURVEY MAP, INCLUDING ANY DEDICATIONS SHOWN THEREON, IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF MCFARLAND ON THIS _____ DAY OF _____, 2019.

TANYA O'MALLEY, DEPUTY CLERK

VILLAGE OF MCFARLAND BOARD CERTIFICATE

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED AND DEDICATIONS ACCEPTED BY THE VILLAGE BOARD OF THE VILLAGE OF MCFARLAND ON THIS _____ DAY OF _____, 2019.

TANYA O'MALLEY, DEPUTY CLERK

SURVEYOR'S SEAL



DANE COUNTY REGISTER OF DEEDS CERTIFICATE

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2019, AT _____
O'CLOCK __M. AND RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS OF
DANE COUNTY ON PAGES _____ AS DOCUMENT NO. _____

KRISTI CHLEBOWSKI, REGISTER OF DEEDS
DANE COUNTY, WISCONSIN

CLIENT:

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
608-838-3153



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance No. 2020-04: an ordinance to establish a fee for building permit applications for balconies, decks and porches.

PREVIOUS ACTION:

November 18, 2019 recommendation of a flat fee of \$150.00 for a deck permit.

At its January 23, 2020 meeting, the Plan Commission reviewed the ordinance request and recommended unanimous approval.

ISSUE SUMMARY:

The Village currently does not collect a fee for the review and inspection of balconies, decks and porches. Establishing a fee is recommended given the Village incurs expenses related to permit processing, review, and inspection.

At the November 18, 2019 Plan Commission meeting, members recommended a flat fee of \$150 for the construction of a deck to an existing home to cover the Village's expenses related to permit processing, review and inspection. This recommendation necessitates changes to Appendix A (Fees) of the Village's Coded of Ordinances. Each fee in Appendix A references the applicable portion of the Municipal Code requiring such fee. Currently none exists for balconies, decks and porches. The discussion of the permit fee at the November 18, 2019 meeting centered on fees for construction of decks to existing homes. Ordinance 2020-04 is intended to be more comprehensive and include similar structures such as balconies and porches.

Ordinance 2020-04 has been prepared to create Division 9. Balconies, Decks and Porches within Chapter 8, Article II of the Municipal Code of Ordinances. This ordinance provides a definition of a balcony, deck, and porch and stipulates under what conditions a permit and fee are required.

The ordinance provides that when a balcony, deck, or porch is proposed as part of the initial construction of a new residential or commercial building the permit fee would be the same cost as the rest of the building (\$0.15/sqft residential and \$0.18/sqft commercial). In those instances when a balcony, deck or porch is added after a principal structure is constructed, or in cases of structural alterations to existing buildings, the permit fee would be \$150. The rationale for this approach is that if the balcony, deck or porch is constructed as part of the initial principal building the Building Inspector is already reviewing the plan set and performing multiple inspections of the property for which additional fees are being collected; therefore the costs associated with just the review and inspection of a balcony, deck or porch are part of a larger review and inspection process. When



these structures are added after the existing principal structure is built the Building Inspectors review and inspection time is just solely related to this feature and not offset by other permit inspections and fees.

FINANCIAL/BUDGET IMPACT:

We are already incurring expenses in order to conduct applicable inspections of balconies, decks, and porches. Adopting this fee will help to recoup some of those costs which will increase existing revenues we presently don't collect to offset existing expenses we do have.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

Article II - Building Regulations, of Chapter 8 of the McFarland Municipal Code

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommend approval of Ordinance 2020-04.

ATTACHMENTS:

1. 2020-04 Creating Balcony, Deck and Porch Application Fees

ORDINANCE NO. 2020-04

AN ORDINANCE AMENDING THE MCFARLAND MUNICIPAL CODE TO ESTABLISH A FEE FOR BUILDING PERMIT APPLICATIONS FOR BALCONIES, DECKS AND PORCHES.

Purpose: To amend the McFarland Municipal Code, Chapter 8, Article II, to establish an application fee for building permit applications for balconies, decks, and porches.

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission.

Public Hearing: None required.

WHEREAS, the McFarland Municipal Code establishes fees for various building approval applications to defray the cost of review, permitting and inspection services; and

WHEREAS, the Code does not currently require a fee for the construction of balconies, decks, and porches; and

WHEREAS, the Village Board has determined that it is reasonable and appropriate that fees be charged to defray the costs of processing an application, plan review, and inspection of balconies, decks and porches; and

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

Section 1. Article II - Building Regulations, of Chapter 8 of the McFarland Municipal Code is amended to read as follows:

DIVISION 9. BALCONIES, DECKS AND PORCHES

Sec. 8-248. – Purpose.

The purpose of this Article is to regulate the construction of balconies, decks and porches to protect and foster the health, safety and well-being of persons occupying or using such structures and the general public.

Sec. 8-249. – Definitions.

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

- a) Balcony. An unenclosed exterior platform open to the sky projecting from a structure and supported by that structure with no additional independent supports.
- b) Deck. An unenclosed exterior platform open to the sky, either freestanding or attached to a building, that is supported by pillars or posts.
- c) Minor Repairs. Repairs for the purposes of maintenance which do not involve the structural portions of a balcony, deck or porch and which do not increase a given occupancy, size or use.
- d) Porch. An exterior platform with a roof-like structure attached to the exterior walls of a building and open on one or more sides so constructed as to form an integral part of the principal building. Stoops are not considered porches.
- e) Stoop. An exterior platform that is less than nine square feet in area, three or fewer steps, and used primarily as an access platform to a building.

Sec. 8-250. – Permit required.

No person shall construct, reconstruct, or make structural alterations, to any balcony, deck, or porch unless such person has first obtained a building permit from the Building Inspector. The fee for such permit shall be as established by the Village Board from time to time and provided in Appendix A to this Code. The applicant shall provide the Building Inspector with information on location, size and construction materials. Minor repairs to existing balconies, decks, and porches shall not require a permit.

Secs. 8-251 – 8-270. Reserved.

Section 2. The portion in Appendix A, Fees, identifying the fees charged for building permits under Chapter 8 of the Municipal Code is hereby amended to read as follows:

CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS

<u>8-250</u>	Balconies, Decks and Porches	
	Balconies, Decks and Porches, New Buildings – Residential	\$0.15 per square foot
	Balconies, Decks and Porches, New Buildings – Commercial	\$0.18 per square foot
	Balconies, Decks and Porches, Additions or Alterations to Existing Residential or Commercial Buildings	\$150.00

Section 3. This Ordinance shall take effect the day after its enactment.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 27th day of January, 2020.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk/Treasurer

ORDINANCE 2020 – 04	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Kryzenske
Brassington	Lytle
Czebotar	Utter
Kolk	
VOTING RESULTS	
Motion	
Carried:	
Motion	
Defeated:	



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

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

AGENDA ITEM: Discussion and action on purchasing "No Fault Sewer" extended coverage through the League of Wisconsin Municipalities Mutual Insurance Carrier.

PREVIOUS ACTION:

The Public Utilities Committee reviewed the coverage at their meeting on January 21, 2020, and recommends approval.

ISSUE SUMMARY:

The Public Utilities Committee has considered again a proposal for No Fault Insurance coverage for damage sustained to private properties contained 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. 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. There is no finding of fault, just simply a means and method to help protect homes hooked up to the system. We have in the past considered this but not elected coverage. 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 as an ongoing protect.

We have seen a rise in sanitary sewer backups some of which have led to claims against the Village. There were 2 known backups in 2017, 1 known backup in 2018, and 3 known backups in 2019. Three of those have led to claims against the Village, two were private property issues, and one was the result of contractor negligence. While there is immunity for such things, there are still expenses to administer the claims and defend the Village. Typically what happens if a backup generates a claim the work flow is as follows:

- Public Works Crewperson takes the call and reports it.
- Public Works Director takes the report and directs claim to Administration.
- Clerk/Treasurer takes claim and reports to insurance.
- Village Administrator brings findings from insurance to board for action.

While there is immunity for such things, there are still "costs" to administer the claims and



defend the Village. All four of these individuals are likely to have talked to the property owner multiple times over a multi-week period before a decision is reached. Without this coverage unless there is explicit negligence determined on our part, the recommendation will always be to disallow in accordance with the immunity provisions. Electing this coverage will go a long way to help provide resources to our Customers and protecting against future losses for what is considered a nominal expense.

FINANCIAL/BUDGET IMPACT:

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 month and at a cost of 1.06% of our total budget, the monthly cost per resident is \$0.33 or \$3.97 per year.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

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](#)

Per your request.

Cassandra

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!](#)



This message and its contents are confidential. If you received this message in error, do not use or rely upon it. Instead, please inform the sender and then delete it. Thank you.

From: Cassandra Suettinger [<mailto:Cassandra.Suettinger@mcfarland.wi.us>]
Sent: Tuesday, December 3, 2019 3:14 PM
To: Mike Zagrodnik <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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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

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: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Jim Hessling, Public Works Director

AGENDA ITEM: Discussion and action 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. Only one proposal was received with all others declining to submit. The proposal is from Barnes and has been our service provider for several years. The proposal will continue the same services we've had which include spring and fall pickup of brush and yard waste as well as the drop off site. The desired proposal is for three years to continue these services according to the schedule and costs outlined in the proposal.

Included in your packet is the full proposal that was advertised as well as the single response received.

FINANCIAL/BUDGET IMPACT:

The bulk of the expense of the proposal is for the drop off site. The cost for this in 2020 will be \$78,000 and then increase by 2.5% each of the last two years. There is also an hourly rate for yard waste and brush collection in the Spring and Fall that will also increase by 2.5% each of the last two years of the contract.

The 2020 Budget for this expense is split between the Stormwater Utility Fund and Solid Waste Fund for a total allocation between the two of \$83,500. After you deduct the cost of the drop off site then there is \$5,500 left over for curbside collection or about 73 hours in the Spring and Fall for this purpose. We typically need about 300 hours for the year to complete this service so this item within each budget is likely to exceed what's been approved thus far. The cost for the drop site has increased substantially likely due to Dane County not accepting yard waste material for disposal at the landfill beginning as of January 1, 2020. This is where our materials were



disposed of previously when they left the drop site. While, it is an increase both funds are supported by their own user charges with some tax support in Solid Waste and can absorb the overage for 2020 until we reset these levels with the 2021 Budget for both funds.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

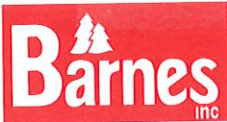
Recommended for approval of the three year option.

ATTACHMENTS:

1. Barnes RFP proposal 2020
2. Proposal Cost Breakdown 1.14.2020
3. Brush - Yardwaste - RFP - for 2020 12.18.19

VILLAGE OF McFARLAND

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

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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

Option 1 Proposal					
	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		
Option 1A Proposal					
	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
2019 Charges					
	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		
2020 Projected (based on 2019 charges)					
	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		
2021 Projected					
	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		
2022 Projected					
	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		
Barnes Yardwaste/Brush Collection Hours					
2017	275				
2018	270				
2019	297				
Average Hours	281				

VILLAGE OF McFARLAND

2020 Brush and Yardwaste Request for Proposals

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”.

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 - c. Loads may be rejected if deemed unclean by Contractor's staff.

OPTION #1
(One year – 2020)

YARDWASTE COLLECTION

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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. \$_____

BRUSH COLLECTION

Brush collection pricing for curbside pick up.

Pick ups to include:

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

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

DROP OFF SITE

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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.

\$_____

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

<\$_____>

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.
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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. \$ _____

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 \$ _____

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.

\$ _____

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

<\$ _____>



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action regarding engineering services from Town and Country Engineering in order to design the reconstruction of County Highway MN from Holscher Road to County Highway AB.

PREVIOUS ACTION:

The Public Works Committee evaluated this proposal at its meeting on January 14, 2020 and recommended its approval.

ISSUE SUMMARY:

Included in your packet is a proposal from the Village Engineer in order to design County Highway MN from Holscher Road to County Highway AB. While all of this road section remains under the jurisdiction of the County and parts lie within the Township, a vast majority is currently within the Village and will be necessary for improvement as a partnership with the County at some point the future. The design will be all encompassing to at least complete the work to better layout the improvements and then if desired could be brought forward in phases if desired.

Additionally, the Village is working with the School District to acquire frontage on this road that will be developed as a Public Safety Center for Police, Fire, and Municipal Court. That design contract will be approved in February by the Village Board. Planning/designing both projects in concert with each other is important to ensure both improvements are compatible with each other and efficient in their development.

FINANCIAL/BUDGET IMPACT:

Staff is asking approval for funding the Design Engineering portion at this time which amounts to \$125,000. The 2020 Budget includes these funds at the same level as presented here.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Proposal
2. CTH MN Phase 4

January 9, 2020

Mr. Matt Schuenke, Administrator
Village of McFarland
5915 Milwaukee Street
P.O. Box 110
McFarland, WI 53558

Subject: Engineering Proposal for Design Services; Broadhead Street/CTH MN Street and Utility Improvements – Phase IV

Dear Matt:

Thank you for the opportunity to provide a proposal for design services for the Broadhead Street/CTH MN Street and Utility Improvements project. We understand the Village desires to reconstruct Broadhead Street/CTH MN and convert it to a full urban cross-section from Holscher Road (the end of a previous phase) to, and including, CTH AB. We propose to provide the following services:

- **Topographic Site Survey:** We will call Digger's Hotline and record the all existing features along the project area needed for completion of design and construction. This will include but is not limited to curbs, sidewalks, driveways, utilities (as marked by utilities), property corners that are able to be found, inverts of existing sanitary and storm sewer structures along with existing pipe diameters, and identify any conflicts between the surveyed conditions and the Village's existing utility maps for resolution with Village. We anticipate that field survey will be via unmanned aircraft system (UAS) and supplemented by ground survey where tree cover and additional accuracy requires.
- **Engineering Plans:** As part of the engineering plan development we anticipate providing 35% complete plans for Village review and comment, and again at 95% for Village review and comment, prior to completing the final plans. The plans will contain plan/profile sheets of both underground and above ground improvements. Plans will be provided in both hard copy and digital format (PDF and/or AutoCAD DWG).

The following tasks will eventually be needed in order to construct the project, but can be included later at Village direction or made part of a separate proposal:

- **Specifications:** Construction specifications will include a complete bidding package for anticipated 2021 construction that will be used to obtained bids and provide guidance during construction of the project. This will include the Advertisement for Bid, Instruction to Bidders, Bidders Proof of Responsibility, all bidding documents themselves (bid proposal form, affidavit of organization, bid bond, disclosure of ownership), and standard construction contract documents as published by the EJCDC. We will also provide technical specifications outlining the materials and performance that will be required of the contractor. It is anticipated that one bid will be needed with a single general contractor.

- **Bidding Services:** We will answer questions from bidders and suppliers regarding plans and specifications. We will attend the bid openings, analyze the bids received, and attend a meeting with Village officials to formally recommend award for each of the bids.
- **Construction Administration:** We will review and comment on shop drawings submitted by the contractor. We will work with Village staff to resolve any change order requests and to prepare and process pay requests throughout the project.
- **Construction Staking:** We will provide construction staking for the contractor generally as requested. This is anticipated to include: actual and offset stakes for water main at 50-foot intervals and all bends and fittings, actual and offset stakes for all storm sewer structures and piping at 50-foot intervals, and offset stakes for new curb & gutter at 25-foot intervals.
- **Construction Management:** We will administer a pre-construction meeting at Village offices, hold progress meetings on-site as necessary, answer questions during construction and visit the site approximately one to two times per week to verify the project conforms to the plans and specifications.
- **Resident Project Representative Services:** A resident project representative will observe all underground construction and communicate with Village and Town & Country staff during the project as questions and issues arise. We understand that this may also be provided by Village staff.
- **Project Close-Out:** We will prepare a punch list at substantial completion of the project. The project will be inspected along with staff prior to the end of the warranty period to ensure that any necessary repairs are completed by the contractor. Final payment requests will be prepared and presented to the Village.
- **Record Drawings:** Record drawings will be prepared in AutoCAD format from construction records showing actual locations of valves, fittings, bends, curb stops, sewer manholes, pipes, laterals, and appurtenances. The Village's GIS maps will be updated accordingly, along with the water system map. Once complete, these will be transmitted to the Village in both electronic (PDF and/or AutoCAD DWG) and paper format.

The estimated cost for these services is as follows:

Design Engineering:	\$125,000
Bidding and Construction Administration:	\$135,000
Resident Construction Observation:	<u>\$ 85,000</u>
Estimated Total:	\$345,000

The observation costs assume approximately 3 months of resident observation. This could be reduced if you elect to use your own staff. These figures are considered not-to-exceed without prior authorization from the Village.

It should be noted that the following services are anticipated to be carried out by a third party and invoiced directly to the Village separate from this agreement:

- Wetland determinations and delineations. There are portions of the project site containing wetland indicators, though given the current scope, all work would be within the existing developed footprint, so this is not likely needed.
- Soil borings and reports.
- Archeology services, if needed.
- Trench and soil compaction tests during construction.

Our work will be done on a time and materials basis using our current charge-out rates, attached for your reference.

Please indicate Village acceptance by signing below and returning a copy for our files.

Thank you again for the opportunity to work with the Village. We very much appreciate our relationship and look forward to a successful project.

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.



Brian R. Berquist, P.E.
President

Matt Schuenke
Village Administrator

BRB:sai

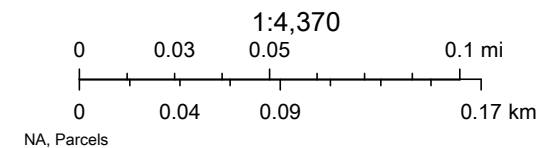
J:\JOB#S\McFarland\MC-00-00\O&E and Scopes\2020 Broadhead Street-CTH MN Street and Utility Improvements – Phase IV Proposal.docx

Village of McFarland



1/23/2020, 11:03:13 AM

- | | | | | |
|----------------|--------------------|----------------|--------------------|---------|
| Override 1 | Town | State Highway | Restricted Access | Parcels |
| Municipalities | Road Centerlines | County Highway | Ramp | |
| City | Interstate Highway | Local Road | Named Private Road | |
| Village | US Highway | | | |





VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Fire/EMS

CONTACT: Chris Dennis, Fire/Rescue Chief, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to approve the filling of a vacancy of 24 hour Emergency Medical Technician position within the Fire and Rescue Department.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Village Staff are requesting to fill a 24 hour Emergency Medical Technician (EMT) of what would be a new vacancy proposed to be created in the 2020 Budget. This is not a new position as there are presently five full-time individuals within these roles. The budget created this sixth position which is an additional staff member than we had previously, but it cannot be filled until April 1st. We are requesting permission now because there is already an eligibility pool established by the Police and Fire Commission for the position following a recruitment last Fall. We would like to initiate the background on the next individual available within that pool so as not to have to start the whole process over. This will all line up around when the funding is authorized according to the budget.

FINANCIAL/BUDGET IMPACT:

This is a Union position that is governed by a collective bargaining agreement that will expire at the end of 2020. The 2020 Budget will provide enough funding to cover the wages at the starting level as well as associated benefits as of April 1st.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



Village Staff recommends approval to fill the vacancy.

ATTACHMENTS:

1. 2303 7 24 Hour EMT

24 Hour EMT

POSITION DESCRIPTION

Position Title: 24 Hour EMT
Department: Fire and Rescue
Reports to: Fire/EMS Chief

FLSA: Non-exempt
Represented: AFSCME
Employment Status: Full Time

POSITION SUMMARY

Job Summary

Under the direction of the Fire/EMS Chief, the 24 Hour EMT position is responsible for protecting lives through knowledge and application of emergency medicine on emergency incidents. The 24 Hour EMT often acts as the Ambulance Crew Chief or Driver of the ambulance crew. Additionally, the 24 Hour EMT assists in providing training to the members of the Fire and Rescue Department and also provides community education through CPR, first aid and fire prevention training programs. The 24 Hour EMT is also responsible for clerical assistance and/or the custodial care and minor maintenance of the Village Municipal Center as assigned by the Fire/EMS Chief.

Supervision Received

The 24 Hour EMT works under the direction of the Fire/EMS Chief.

Supervision Exercised

Ambulance crew when acting as Ambulance Crew Chief

DESCRIPTION OF WORK

Duties and Responsibilities

NOTE: Duties shall be assigned as needed to utilize personnel, methods, and means in the most appropriate and efficient manner possible for the operation of the McFarland Fire & Rescue Department and the Village of McFarland.

EMT Duties:

NOTE: In some of the EMT duties, it shall be understood that the EMT must be able to perform the functions while wearing turnout gear and any other applicable personal protective equipment deemed necessary by the incident commander or crew leader.

- Responds as a member of a medical team to bring medical care to the citizens of the service area and neighboring communities following department approved protocols.
- Responds to fire alarms as a medical team member to provide EMS services to firefighters or patients at the emergency scene and/or stand by for other EMS calls.

- Ensures emergency vehicles and equipment are ready to respond to emergencies with daily, weekly and monthly checks.
- Performs routine maintenance of department EMS vehicles, equipment, and grounds.
- Prepares written reports and maintains records per department policies and State standards/statutes.
- Participates in scheduled training exercises and classroom lectures.
- Performs duties as a licensed EMT according to criteria and standards set forth by the department.
- Conducts demonstrations, station tours, and public speeches on emergency medical services, CPR, first-aid, and other subjects to the public, when assigned.
- May perform ancillary firefighting duties.
- Performs other related duties assigned by the Fire/EMS Chief.

Clerical Duties:

- Provides general clerical support functions, including word processing, data entry, desktop publishing, filing, photocopying, and distributing mail
- Assists with Department record keeping creation, processing and filing
- Screens and routes calls, and refers visitors to appropriate personnel
- Assists with performing fire inspections to commercial buildings as assigned.
- Assists with scheduling EMTs to fill evening and weekend ambulance coverage needs
- Assists with developing and maintaining Department Recruitment Programs
- Assists Department Officers with training, health/safety, inventory, equipment and training programs.

Cleaning Duties:

- Sweeps, vacuums, mops, and dusts floors, carpets, and furniture.
- Dumps trash and recycling containers and relines cans with liners.
- Cleans and sanitizes restrooms and replenishes supplies; cleans drinking fountains; cleans interior windows and door glass, mirrors, blinds, light fixtures, tables, and walls.
- Inspects and maintains assigned custodial equipment and small tools for proper operating condition.
- Inventories and orders cleaning supplies and paper products.
- Sets up, takes down, and rearranges furniture as needed.
- Opens and closes, locks and unlocks facilities as needed.
- Performs other related duties as required or assigned by the Fire/EMS Chief.

Equipment Used

Ambulance and various staff vehicles, patient restraints, oxygen, blood pressure equipment, defibrillators, testing equipment, or any other first aid and medical equipment carried on the vehicle that the employee is fully trained on and is within their scope of practice; mobile and portable radios, pager, personal computer/printer with various software applications, phone, copier, fax machine, vacuums, mop, broom, dusting equipment, ladder.

Work Environment and Working Conditions

Works in a normal office setting with moderate noise levels; also works under uncontrolled field conditions; attendance at evening meetings during regularly scheduled and assigned overtime shifts required; work is sometimes performed in emergency and stressful situations; exposure to extreme weather conditions, smoke, fumes, noxious odors, toxic chemicals and hazardous substances can be encountered; requires heavy lifting and strenuous physical activity; exposure to dangers of smoke, fire and explosion, moving mechanical parts, bloodborne/airborne pathogens, risk of electrical shock, vibration, and high noise levels; may work in high or precarious places.

TECHNICAL REQUIREMENTS

Knowledge of

- * All department EMS apparatus, equipment, tools and radios.
- * Principles, practices, methods, techniques and department protocols of emergency medical care up to the Advanced EMT scope of practice.
- * Equipment, materials, and supplies used in building cleaning and light maintenance.
- * Methods and techniques used in building cleaning and light maintenance.
- * Standard occupational safety measures used in the assigned fields of work.

Ability to

- † Maintain effective working relationships with the public, other fire and/or EMS departments and other local agencies, fellow employees, supervisors, and volunteers; ability to communicate clearly and concisely, both orally and in writing.
- † Act effectively in emergency and stressful situations.
- † Respond to emergency situations.
- † Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals while adhering to Department protocols.
- † Interpret and apply Federal, State and local policies, protocols, laws and regulations.
- † Carry out assigned tasks with a minimum level of direction and supervision and complete a daily work schedule.
- † Maintain confidentiality of sensitive records and materials.
- † Lift heavy objects and work on feet for long periods of time.
- † Maintain a valid driver's license.
- † Maintain physical condition appropriate to the performance of assigned duties and responsibility.

GENERAL COMPETENCIES

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. The employee must possess specific vision abilities as per DMV requirements.

In addition, the employee must be able to satisfy the following competency requirements.

- ◆ **ANALYTICAL SKILLS:** Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ **COMMUNICATION SKILLS:** Communicate ideas and information effectively in both written and oral form.
- ◆ **PROBLEM-SOLVING SKILLS:** Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ **PLANNING AND ORGANIZATIONAL SKILLS:** Establish systematic methods of accomplishing goals.
- ◆ **READING ABILITY:** Effectively read and understand information contained in memoranda, reports, ordinances, statutes, codes, technical manuals, bulletins.
- ◆ **TECHNICAL COMPREHENSION:** Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ **ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS:** Effectively follow verbal or written instructions from supervisor.
- ◆ **TIME MANAGEMENT SKILLS:** Set priorities in order to meet assignment deadlines.
- ◆ **ABILITY TO WORK IN STRESSFUL SITUATIONS:** Work under hazardous conditions and extreme pressure in life and death situations.

REQUIRED QUALIFICATIONS (AT TIME OF APPOINTMENT)

- Maintain a valid State of Wisconsin regular driver's license
- Maintain a valid State of Wisconsin AEMT or EMT Intermediate Technician License or higher
- Maintain Health Care Provider Level CPR training through the American Heart Association (or equivalent)
- Legible writing, reasonable writing/documentation skills and the ability to use computer programs such as Microsoft Office, Image Trend, and Firehouse
- Completed or ability to complete within 1 year ICS-100, ICS-200, ICS-700, ICS-800

WHILE NOT REQUIRED, OTHER USEFUL QUALIFICATIONS INCLUDE

- Three years' experience as an EMS professional
- Previous experience as a fulltime EMT in a combination EMS / Fire Department
- Wisconsin Emergency Services Instructor I
- Wisconsin Firefighter I certification

Updated
July 22, 2016

Village of McFarland

NOTES

1. *The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*
2. *The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*
3. *The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description. Dated this _____ day of _____, 20____.

Employee Signature

Department Head Signature



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Community Development

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

AGENDA ITEM: Discussion and action on Resolution #2020-06: a resolution ratifying and approving a purchase agreement for property located at 4313 Triangle Street.

PREVIOUS ACTION:

The CDA initiated review for this property for purchase and reaffirmed its recommendation to acquire the property at its meeting on December 4, 2019 and January 7, 2020.

The Village Board has also previously reviewed the property and provided authorized to issue an Offer to Purchase at its meeting on December 9, 2019 followed by acceptance of the Counter Offer to Purchase at its meeting on January 13, 2020.

ISSUE SUMMARY:

At its last meeting the Village Board provided approval to acquire this parcel within TID #3 in order to work with a prospective landowner in the future to construct commercial improvements on the property. The acquisition of this property has been identified previously within redevelopment plans for the area and specifically within the Project Plan for the district. Staff continues to evaluate additional acquisitions of adjacent properties to build the potential redevelopment site and also work with prospective future users on its improvement.

The Counter Offer to Purchase was approved by the Village Board at their meeting on January 13th and terms agreed to are included as a attachment to the resolution. The closing will take place within about about 6 weeks according to the terms in the agreement and final approval by resolution is needed to ratify these terms.

Future work on the intended development of the site will take place later this Spring.

FINANCIAL/BUDGET IMPACT:

The cost to acquire the property is set at \$475,000 and will be paid out from Tax Increment District #3. This is an eligible expense within the project plan and recommended action. Cash available within the district fund remains very strong and adequate in order to fund the purchase without having to borrow to do so.



VILLAGE PLAN REFERENCE:

Tax Increment District #3 Project Plan

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 2020-06 Ratification of 4313 Triangle Street Purchase Agreement
2. Exhibit A
3. 4313 Triangle Street

RESOLUTION 2020-06

A RESOLUTION RATIFYING AND APPROVING A PURCHASE AGREEMENT FOR PROPERTY LOCATED AT 4313 TRIANGLE STREET, MCFARLAND, WI.

WHEREAS, the Village Board previously authorized the Village Administrator to negotiate a purchase agreement for the acquisition of property located at and adjacent to 4313 Triangle Street located within the Village of McFarland;

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

WHEREAS, the Village Board finds the terms of the proposed agreement to be fair and reasonable and has determined that the purchase of the property on said terms for redevelopment will promote the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is ratified and approved, and the Village Administrator is authorized to take such actions as may be necessary to carry out the agreement, including the authority to execute notices and waivers as may be appropriate in completing the transaction contemplated thereby.

Adopted at a regular meeting of the Village Board this 27th day of January, 2020.

Brad Czebotar, Village President

Attest: _____
Cassandra Suettinger, Clerk/Treasurer

RESOLUTION 2020 – 06	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Kryzenske
Brassington	Lytle
Czebotar	Utter
Kolk	
VOTING RESULTS	
Motion Carried:	
Motion Defeated:	

WB-15 COMMERCIAL OFFER TO PURCHASE

Page 1 of 9, WB-15

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ December 31, 2019 ~~[DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, Village of McFarland, a municipal body politic
4 _____, offers to purchase the Property known as [Street Address] _____
5 4313 Triangle Street (see Addendum A) in the Village
6 McFarland, County of Dane, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ **PURCHASE PRICE:** Four Hundred Twenty-Five Thousand
9 _____ Dollars (\$ 425.000).
10 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A will be
11 mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or
12 _____.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: none other.
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or N/A
19 _____
20 ■ **NOT INCLUDED IN PURCHASE PRICE:** any movable personal property of seller.
21 _____
22 _____
23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**
25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
28 **acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 Noon on Friday, January 3, 2020. ~~Seller may keep the Property on the market and accept~~
31 ~~secondary offers after binding acceptance of this Offer.~~
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Attn: Don Goben
39 Buyer's recipient for delivery (optional): Attn: Matt Schuenke, Village Administrator
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 2501 E. Springs Drive, Madison, WI 53704, Attention: Don Goben
48 Delivery address for Buyer: 5915 Milwaukee St., McFarland, WI 53558, Attention: Matt Schuenke
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): matt.schuenke@mcfarland.wi.us
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

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

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

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

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none.

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

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

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

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

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. ~~The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are~~ Seller represents that no leases affect the Property

_____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

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

RENTAL WEATHERIZATION This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: None

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

ADDITIONAL PROVISIONS/CONTINGENCIES See Addendum A.

116 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

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

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

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

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

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

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

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

140 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☐ **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

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

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

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

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

159 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 ☐ Rent roll.

165 ☐ Other _____

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

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

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

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

DEFINITIONS

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

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

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

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

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

(Definitions Continued on page 6)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES

See Addendum A.

DEFINITIONS CONTINUED FROM PAGE 4

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

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

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

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

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

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

EARNEST MONEY

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

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

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

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

TITLE EVIDENCE

■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (~~trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein~~) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and none other, subject in all cases to Buyer's review and approval as provided in Addendum A

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

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

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

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

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

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

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

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

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

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

If **Buyer defaults**, Seller may:

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

If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
 451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
 454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
 455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
 456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

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

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

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

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

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

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

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

480 This Offer was drafted by [Licensee and Firm] Daniel J. Evans, Reuter, Whitish and Evans, S.C., Attorneys for Buyer

481 _____ on December 31, 2019

482 Buyer Entity Name (if any): Village of McFarland

483 (x) _____ December 31, 2019

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Matt Schuenke, Village Administrator Date ▲

485 (x) _____
 486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

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

492 Seller Entity Name (if any): DMG Holdings, LLC

493 (x) _____
 494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Don Goben, Manager Date ▲

495 (x) _____
 496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____
 498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____ 500 Seller Initials
 ▲ Date▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO OFFER TO PURCHASE
4313 Triangle Street
McFarland, WI**

Dated December 31, 2019

Seller: DMG Holdings, LLC

Buyer: Village of McFarland

The following terms and conditions are incorporated into the Offer to Purchase dated December 31, 2019 between the Village of McFarland as Buyer and DMG Holdings, LLC as Seller for the property located at 4313 Triangle Street, in the Village of McFarland, Wisconsin. In the event any of the terms and conditions contained in this Addendum conflict with any provision contained in the preprinted form offer (the "Offer"), the terms of this Addendum shall control. The Offer and this Addendum shall be referred to herein collectively as this "Agreement."

1. **Description of Property.** The property included in this Agreement (hereinafter the "Property") consists of approximately 1.585 acres of land designated as tax parcel no. 154/0710-273-9941-1, along with all interests appurtenant thereto.
2. **Property Condition Report.** Seller shall provide Buyer with a completed and signed Real Estate Condition Report(s) covering the entire Property within five (5) days of acceptance by Seller. Buyer shall have five (5) business days after receipt of a completed report to terminate this Offer if the report discloses any defect or potential defect not acceptable to Buyer in its sole discretion.
3. **Environmental Inspection Contingency.** This Agreement is contingent upon Buyer's review and approval of the environmental status of the Property, in its sole discretion, following review of the report(s) of a Phase I Environmental Site Assessment (ESA) and any Phase II ESA Buyer may wish to obtain as provided in this section.

Buyer shall have sixty (60) days from the effective date of this Agreement to complete a Phase I ESA. Buyer may terminate this Agreement within such sixty (60) day period if the results of the Phase I ESA indicate the potential for environmental contamination that Buyer believes warrants further testing. Seller shall provide Buyer, its consultants and engineers, with access to the Property at all reasonable times, and shall fully cooperate in providing information relating to the Property, to allow for completion of the Phase I ESA and any subsequent testing or sampling determined reasonable and appropriate by Buyer.

If, within such sixty-day period, Buyer shall notify Seller of Buyer's intent to conduct further testing, Buyer shall have an additional sixty (60) days to complete a Phase II ESA and determine whether the environmental status of the Property is acceptable to Buyer. Buyer may, within such sixty (60) day period, terminate this Agreement if its testing discloses any hazardous chemical, waste or other material on the Property deemed unacceptable to Buyer. Seller authorizes Buyer to conduct any tests or sampling of soils, groundwater or other components of, on or under the Property, provided, however, that if this transaction does not close for any reason, Buyer shall

remove all sampling wells or other equipment and restore all damage caused to the Property by such testing or sampling to the condition it was in immediately prior to such testing or sampling to the extent practicable.

4. **Access Prior to Closing.** Notwithstanding anything else stated in this Agreement, Buyer, its consultants, architects, engineers, surveyors, contractors and agents, shall have access to the Property at all reasonable times for any inspection or testing permitted under the Agreement. Buyer shall assure that none of Buyer's activities on the Property result in the imposition of any lien against the Property and shall cause any such lien to be promptly released.
5. **Governing Body Approval.** The Buyer's obligations under this Agreement are contingent upon approval by the governing body of the Buyer of the purchase on the terms and conditions contained herein. If such approval is not received on or before January 14, 2020, this Agreement shall be null and void, and neither party shall have any further obligations hereunder.
6. **Voluntary Sale.** Seller acknowledges that this is a voluntary sale and that Seller has not received a jurisdictional offer from the Buyer.
7. **Current Use of Property.** The parties acknowledge that the Buyer is obligated to make a determination as to whether or not relocation benefits must be paid pursuant to §32.19 *et seq.*, *Wis. Stats.* and that the decision by Buyer to enter into this Agreement is made in reliance upon the representations of Seller as to the past and intended future use of the Property. Seller expressly warrants and represents that:
 - a. No tenants occupy the Property or have a right to occupy the Property.
 - b. No prior tenancies in the Property have been involuntarily terminated or nonrenewed by Seller in anticipation of acquisition of the Property by Buyer.
 - c. Seller will not, prior to the time of closing, enter into any new oral or written leases affecting the Property with any person or entity which may qualify as a displaced person as defined in ch. Adm.92, Wis. Admin. Code if required to move from the Property, or remove any personal property from the Property by Buyer on or after the date of closing, unless such leases are approved by Buyer.
 - d. Seller is not operating a business, as defined and/or used in ch. Adm.92, Wis. Admin. Code, at the Property.
8. **Warranties Survive Closing.** Seller acknowledges that Buyer has reasonably relied upon the warranties, representations and covenants of Seller contained in section 7 and has determined, based upon said representations, that a relocation plan pursuant to §32.25, *Wis. Stats.* need not be prepared, filed or approved prior to the negotiation for, or the acquisition of, the Property. In the event any of the foregoing representations or warranties is inaccurate and, as a result of such inaccuracy, the Buyer is subject to forfeitures or other expenses, Seller shall indemnify and hold harmless Buyer of and from all such forfeitures or additional expenses. The foregoing warranties, representations and indemnification obligation shall survive the termination of this Agreement or the closing of this transaction.

- 9. Closing.** The closing shall occur at the Dane County, Wisconsin office of First American Title Insurance Company, or at such other place as may be agreed to by the parties in writing. Closing shall occur within thirty (30) days after all contingencies have been satisfied, including the completion and evaluation of a Phase II ESA, pursuant to section 3.
- 10. Condition of Title.** Seller shall provide a title commitment to Buyer within twenty (20) days from the effective date of this Agreement, along with copies of all easements, restrictions, liens and other encumbrance documents excepted from the coverage proposed by such commitment. Buyer shall have fifteen (15) business days after receipt of a title commitment and all encumbrance documents to review and approve such encumbrances. Unless Buyer shall notify Seller of an objection to such encumbrances within such fifteen (15) day period, this contingency shall be deemed satisfied. If Buyer objects to any such encumbrances, Seller shall have fifteen (15) days to remove such encumbrances and the time set for closing shall be extended, if necessary, to allow for such fifteen (15) day cure period. In the event Seller is unable to remove such encumbrances, Buyer shall have the option to accept title subject to such encumbrances or terminate this Agreement.
- 11. Owner's Affidavit.** At closing, Seller shall execute an Owner's Affidavit in sufficient form to cause the title insurance company to remove any standard title exceptions for leases, contractors' or materialmen's liens, claims of parties in possession, and other unrecorded interests affecting the Property.
- 12. Digital Signatures.** Buyer and Seller agree that signatures on a copy of this Agreement or on subsequent offers or other documents relating to this transaction delivered by facsimile shall be binding and shall be deemed valid as original signatures. Buyer and Seller further agree that digital reproductions of original signatures on this Agreement or on subsequent offers or other documents relating to this transaction delivered by electronic mail shall be binding and deemed valid as original signatures. Delivery by electronic mail shall be complete upon receipt by the recipient.
- 13. Brokerage Commissions.** Buyer represents that it is not represented by a real estate broker in connection with this transaction. Seller shall be responsible for any fees or other compensation due to any broker retained by Seller.
- 14. Contracts Affecting the Property.** Within five (5) business days after acceptance, Seller shall provide Buyer with copies of all contracts for services or governmental programs relating to the Property that extend beyond the closing date. Buyer shall have fifteen (15) days thereafter to review and approve such contracts. If Buyer does not approve of any contract it may terminate this Agreement by written notice to Seller not later than five (5) days after the expiration of said fifteen (15) day review period. If Buyer does not terminate this Agreement, it shall accept an assignment of such contracts at closing and assume responsibility for performance thereunder from the date of closing. Seller shall assure that all payments due under said contracts are current as of the date of closing, and the charges under such contracts for the month of closing shall be prorated as of the day before the closing. In the event any such contracts are billed in arrears and the amount due as of the date of closing is not known, Seller shall escrow at closing an amount from the purchase price equal to

125% the of the most recent invoice from that vendor. Upon receipt of invoices covering all services by such vendor to the date of closing, the escrow agent shall pay Seller's share of such charges and refund the balance of the escrowed funds to Seller. If the amount held in escrow is insufficient to pay all of Seller's obligations for services rendered to the date of closing, Seller shall promptly pay the shortfall to the Buyer. In the event of any claim made by any vendor under such contracts arising from events occurring before the closing, Seller shall be solely responsible for resolving such claims and shall indemnify and hold harmless the Buyer from all costs and expenses, including reasonable attorney fees incurred in defending such action. Seller's obligations under this paragraph shall survive the closing.

BUYER:

VILLAGE OF MCFARLAND

By: 
Matt Schuenke, Village Administrator

SELLER:

DMG HOLDINGS, LLC

By: _____
Don Goben, Manager

WB-44 COUNTER-OFFER
Counter-Offer No. 1 by (~~Buyer~~/Seller) [STRIKE ONE]

The Offer to Purchase dated 12/31/2019 and signed by Buyer, Village of McFarland,
for purchase of real estate at 4313 Triangle Street, McFarland, Dane County, Wisconsin is
rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
counter-offer unless incorporated by reference.]

1. Purchase price to be \$475,000.

2. Closing shall occur on February 17, 2020, at the office of First American Title
Insurance Company in Madison, Wisconsin. This Date may be extended by buyer as
may be needed to complete any Environmental Site Assessment pursuant to Addendum A.

ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
the Counter-Offer on or before January 15, 2020. (Time is of the Essence).
Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**
delivery as provided at lines 33 to 36.

This Counter-Offer was drafted by Attorney Steven C. Helland on January 8, 2020

[Signature] Licensee and Firm ▲
01/08/2020 Date ▲

Signature of Party Making Counter-Offer ▲ Date ▲

DMG Holdings LLC

By: Don Goben, Member

Signature of Party Accepting Counter-Offer ▲ Date ▲

Signature of Party Making Counter-Offer ▲ Date ▲

Signature of Party Accepting Counter-Offer ▲ Date ▲

This Counter-Offer was presented by _____ on _____
Licensee and Firm ▲ Date ▲

This Counter-Offer is (~~rejected~~) (~~countered~~) [STRIKE ONE] (Party's Initials) _____ (Party's Initials) _____

Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
Provisions incorporated by reference may be indicated in subsequent Counter-Offer by specifying the number of the provision or the
lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller; Counter-Offer No.2 by Buyer, etc.**

ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN

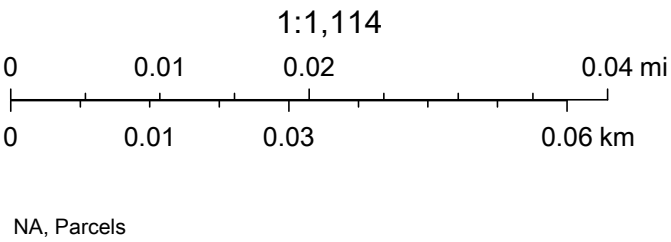
Village of McFarland



1/23/2020, 1:54:43 PM

Municipalities Road Centerlines

- | | | | |
|---------|--------------------|-------------------|--------------------|
| City | Interstate Highway | County Highway | Ramp |
| Village | US Highway | Local Road | Named Private Road |
| Town | State Highway | Restricted Access | Parcels |





VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, January 27, 2020

SECTION: Business

DEPARTMENT: Community Development

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

AGENDA ITEM: Discussion and action to approve a contract extension for Building Inspection Services from General Engineering.

PREVIOUS ACTION:

The original contract was approved by the Village Board on January 14, 2019 with a term for 6 months.

The first amendment to the original contract was approved by the Village Board on July 22, 2019 with an additional term for 6 months.

The Village Board upon recommendation from the Personnel Committee approved entering into a long term contract with provider at its meeting on November 11, 2019 in lieu of recruiting to fill the position.

ISSUE SUMMARY:

Enclosed is a second amendment to the contract with General Engineering to provide building inspection services. This agreement will extend the life the terms until December 31, 2022. The Village Board had previously indicated a desire to do so following review of the issue last year, and this agreement will carry on what is set to expire at the end of the month.

FINANCIAL/BUDGET IMPACT:

The service is billed by the hourly on a monthly basis. The 2020 Budget was approved at an amount of \$75,000 for this work.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.



ATTACHMENTS:

1. Building Inspection Contract (General Engineering) 01142019 FINAL
2. First Amendment to Contract for Building Inspection Services 07222019
3. Second Amendment to Contract for Building Inspection Services 01272020

VILLAGE OF MCFARLAND CONTRACT

Expiration Date: July 31, 2019

Maximum Cost: \$72,800.00

Registered Agent: Jerry A. Foellmi

Street Address: 916 Silver Lake Drive, PO Box 340

City, State, Zip: Portage, WI 53901

THIS CONTRACT, made and entered into, by and between the Village of McFarland (hereinafter referred to as "VILLAGE") and General Engineering Company (hereafter, "PROVIDER"),

WHEREAS VILLAGE, whose address is 5915 Milwaukee St., P.O. Box 110, McFarland, WI 53558, desires to purchase services from PROVIDER for the purpose of receiving Building Inspection services within the Community Development Department; and

WHEREAS PROVIDER, whose address is 916 Silver Lake Drive (PO Box 340), Portage, WI 53901, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are acknowledged by each party, VILLAGE and PROVIDER agree as follows:

- I. TERM. The term of this Contract shall commence as of the date on which all parties have executed this Contract and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties or as provided in Section IV. PROVIDER shall complete its obligations under this Contract not later than the EXPIRATION DATE.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the attached Schedule A.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Contract with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Contract and all applicable laws. In providing services under this Contract, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of VILLAGE. Time is of the essence with regard to all dates for completion of any services under this Contract unless expressly provided otherwise.
 - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Contract. Such personnel shall not be deemed to be employees of VILLAGE nor shall they or any of them have or be deemed to have any direct contractual relationship with VILLAGE.

- D. All services by PROVIDER shall be performed in a good and workmanlike manner and consistent with all standards of performance customary in the State of Wisconsin as well as any standards of quality advertised by PROVIDER.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Contract, without the prior written consent of VILLAGE unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from VILLAGE under this Contract may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. PROVIDER shall promptly provide notice of any such assignment or transfer to VILLAGE.
- IV. TERMINATION.
- A. The Village may terminate this Contract for any reason upon thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law in order to complete the services to be provided under this Contract.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Village Board or the State or Federal Governments to appropriate sufficient funds to carry out VILLAGE's obligations hereunder, shall result in automatic termination of this Contract as of the date funds are no longer available, without notice.
- D. Upon the expiration or any termination of this Contract, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Contract shall at the option of VILLAGE become the property of VILLAGE, and PROVIDER shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products. Notwithstanding the above, PROVIDER shall not be relieved of liability to VILLAGE for damages sustained by VILLAGE by virtue of any breach of this Contract by PROVIDER, and VILLAGE may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. VILLAGE agrees to make such payments for services rendered under this Contract as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Contract or its attachments, VILLAGE shall never be required to pay more than the sum set forth on page 1 of this Contract under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Contract.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Contract shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. Either party may change the address to which notices should be sent by written notice to the other party.

VIII. INSURANCE.

A. PROVIDER shall indemnify, hold harmless and defend VILLAGE, its boards, committees, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which VILLAGE, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's acts or omissions in the course of furnishing the services or goods required to be provided under this Contract, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses to the extent caused by or resulting from the acts or omissions of VILLAGE, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Contract.

B. In order to protect itself and VILLAGE, its officers, boards, committees, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Contract keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Contract and otherwise, PROVIDER agrees to preserve VILLAGE's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the VILLAGE's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Contract.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage unless the VILLAGE waives such requirement in writing. The policy shall list the VILLAGE as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance to the extent required by law.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability through an Umbrella or Excess Liability policy provided that the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list the VILLAGE as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Contract, PROVIDER shall furnish VILLAGE with a Certificate of Insurance listing VILLAGE as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Contract. The Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services is Claims-Made and indicate the Retroactive Date, and PROVIDER shall maintain coverage for the duration of this Contract and for six (6) years following the completion of this Contract. PROVIDER shall furnish VILLAGE, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the VILLAGE with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or VILLAGE may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against VILLAGE upon any matter herein indemnified against, VILLAGE shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance, if required. In case of any sublet of work under this Contract, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The VILLAGE, acting at its sole option and through its Village Board, may waive any and all requirements contained in this Contract, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Village Board taking into account the nature of the work and other factors relevant to VILLAGE's exposure, if any, under this Contract.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Contract constitute or be construed as a waiver by VILLAGE of any breach of the covenants of this Contract or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by VILLAGE while any such default or breach shall exist shall in no way impair or prejudice the right of VILLAGE with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Contract, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment, except to the extent that such factors are substantially related to the qualifications of such person to perform the work or receive the services. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph.
- XI. MISCELLANEOUS.
- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Contract on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Contract. PROVIDER shall notify VILLAGE

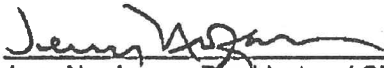
immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner. The person(s) executing this Contract on behalf of PROVIDER individually warrants and represents that he, she or they are duly authorized to enter into this Contract and bind the PROVIDER hereto, and that no signatures other than those shown in the signature blocks below are necessary to make this Contract binding on PROVIDER.

- B. Controlling Law and Venue. It is expressly agreed that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall lie solely in the Dane County Circuit Court.
- C. Limitation of Contract. This Contract is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Contract. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Contract shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to this contract upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- F. Severability. In the event any provision, term or clause contained in this Contract shall be determined unlawful or unenforceable, such determination shall not affect the remaining provisions of this Contract which shall remain in full force and effect. In the event any such provision, term or clause shall be determined unlawful or unenforceable as to any particular person or circumstances, such determination shall not affect the applicability of such provision to any other person or under any other circumstances.
- G. Relationship of Parties. It is understood, agreed, and is the intent of the parties that the PROVIDER is at all times acting and performing as an independent contractor, not as a servant or employee of VILLAGE, and the PROVIDER shall not hold itself out as such. Nothing in this Contract shall be deemed to create an employment, partnership, or joint venture relationship between VILLAGE and PROVIDER or any of the PROVIDER's employees. Notwithstanding the foregoing, PROVIDER shall be the VILLAGE's "agent" as that term is specifically utilized and defined by the court in *Estate of Lyons v. CNA Ins.*, 207 Wis. 2d 446, 558 N.W.2d 658 (Ct. App. 1996) and as further explained in *Melchert et al. v. Pro Electric Contractors et al.*, 2017 WI 30, for purposes of governmental contractor immunity.

IN WITNESS WHEREOF, VILLAGE and PROVIDER, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 5/16/19

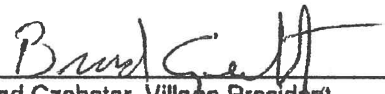

Jerry Newfarmer, President and CEO

Date Signed: 5/16/19


Amy C. Paul, Vice President and Treasurer

FOR VILLAGE:

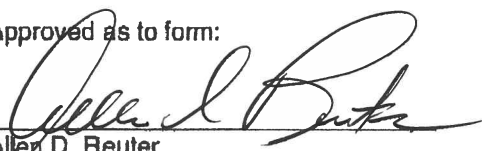
Date Signed: 6/4/19


Brad Czebotar, Village President

Date Signed: 6/4/19


Cassandra Suettinger, Clerk/Treasurer

Approved as to form:


Allen D. Reuter
Village Attorney

VILLAGE OF MCFARLAND CONTRACT

Schedule A – Scope of Services

Pursuant to Section II(A) of this Contract, the PROVIDER shall provide the following services:

1. Administer and enforce chs. SPS 320 to 325, Uniform Dwelling Code, chs. SPS 361 to 366, Commercial Building Code, and Building Code of the Village of McFarland, including general construction, plumbing, heating, air conditioning, and erosion control, as applicable. Except as otherwise provided herein, PROVIDER shall not administer and enforce any other code or ordinance, including, but not limited to, zoning, planning, floodplain zoning, or shoreland zoning administration.
2. Issue various residential and commercial permits, including building, electrical, plumbing, HVAC, erosion control, occupancy, sign permits, driveway permits, swimming pool permits, demolition permits, permits for the construction of accessory structures, and permits for the operation of bed and breakfast establishments as required under Chapter 62 of the McFarland Municipal Code. PROVIDER shall not collect fees from permit applicants but shall not issue any permits until the applicable fee has been paid to the VILLAGE.
3. Review applications for wind energy systems under §62-208(a) and approve minor modifications to telecommunications equipment under §62-206(d) of the McFarland Municipal Code.
4. Conduct on-site residential and commercial inspections of work in progress as scheduled by PROVIDER with permit holders to ensure that applicable state or local codes are met, as well as initial inspections of premises that are subject to an application for a permit to keep chickens under §62-69(d) or to operate as a tourist rooming house under §11-365(b) of the McFarland Municipal Code. Items inspected include footings, foundations, framing, electrical, plumbing, and mechanical systems, except that PROVIDER shall not be responsible for performing commercial electrical inspections.
5. Maintain records of permit applications, plans, permits and inspections related to the building inspector's duties.
6. Inspect and certify landscape plantings as required under §59-25(h) of the McFarland Municipal Code.
7. Research questions, problems, and complaints regarding the various codes to be enforced by PROVIDER under this Agreement.
8. Issue warnings, stop work orders, and municipal citations to enforce Building Code of the Village of McFarland violations.
9. Assist the Property Maintenance Code Inspector as needed to ensure compliance with property maintenance codes and ordinances.
10. Perform such other duties as are delegated exclusively to the building inspector, and upon request, perform such other duties as authorized by, the McFarland Municipal Code.
11. Prepare and submit monthly activity reports for inspection services performed during each calendar month of service provided.
12. Complete and submit a year-end report to the VILLAGE after the end of each calendar year, and at the termination or expiration of this Contract.

In accomplishing the objectives of this Schedule as detailed above, the PROVIDER will adhere to the concepts, provisions, and inspection features of its proposal dated October 25, 2018, and attached hereto and incorporated herein by reference.

VILLAGE personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER's obligations hereunder.

VILLAGE OF MCFARLAND CONTRACT

Schedule B – Payment for Services

For and in consideration of the services provided under this Contract, the VILLAGE will pay PROVIDER \$70.00 per hour plus mileage at the applicable IRS mileage rate as compensation for building inspection services provided.

The VILLAGE shall pay for time and mileage for both the time spent within the Village of McFarland as well as the time and mileage for the commute.

The PROVIDER shall invoice the VILLAGE monthly for the work or other services performed. The Village shall pay the PROVIDER within 30 days of the receipt of each invoice from the PROVIDER.

PROVIDER will furnish all labor and other services necessary in order to perform the work as specified by the VILLAGE detailed in Schedule A of this Contract.

VILLAGE OF MCFARLAND CONTRACT

Schedule C – Project Schedule

The term of the agreement shall be from February 1, 2019 until July 31, 2019 unless otherwise provided according to the terms of this contract.

**FIRST AMENDMENT TO VILLAGE OF MCFARLAND CONTRACT WITH
GENERAL ENGINEERING COMPANY FOR BUILDING INSPECTION SERVICES**

WHEREAS, the Village of McFarland ("Village") and General Engineering Company ("Provider") entered into a Contract effective June 4, 2019, for the Village to purchase services from the Provider for the purpose of receiving Building Inspection services within the Community Development Department; and

WHEREAS, the parties desire to extend the Term of the Contract for six (6) additional months from August 1, 2019 through January 31, 2020.

NOW, THEREFORE, the Parties agree that their current contract for Building Inspection services is amended by extending the Term of the contract by an additional six (6) months to include the period from August 1, 2019 through January 31, 2020. All other terms and conditions of the contract shall remain unchanged.

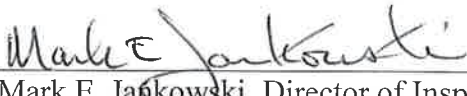
IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 08/06/19

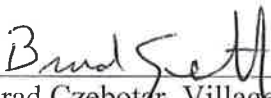

Brad Boettcher, President

Date Signed: 8/1/19


Mark E. Jankowski, Director of Inspections

FOR VILLAGE:

Date Signed: 8/1/19


Brad Czebotar, Village President

Date Signed: 8/1/19


Cassandra Suettinger, Clerk/Treasurer

**SECOND AMENDMENT TO VILLAGE OF MCFARLAND CONTRACT WITH
GENERAL ENGINEERING COMPANY FOR BUILDING INSPECTION SERVICES**

WHEREAS, the Village of McFarland (“Village”) and General Engineering Company (“Provider”) entered into a Contract effective June 4, 2019, for the Village to purchase services from the Provider for the purpose of receiving Building Inspection services within the Community Development Department;

WHEREAS, the parties entered into the First Amendment to the Original Contract on August 1, 2019 that extended the term through January 31, 2020; and

WHEREAS, the parties desire to modify the Scope of Services and extend the Term of the Contract through December 31, 2022.

NOW, THEREFORE, the Parties agree that their current contract for Building Inspection services is amended as follows:

- 1) By extending the Term of the contract through December 31, 2022.
- 2) Item 4 within Schedule A is hereby removed and replaced with the following:
 4. Conduct on-site residential and commercial inspections of work in progress as scheduled by PROVIDER with permit holders to ensure that applicable state or local codes are met, as well as initial inspections of premises that are subject to an application for a permit to keep chickens under §62-69(d) or to operate as a tourist rooming house under §11-365(b) of the McFarland Municipal Code. Items inspected include footings, foundations, framing, electrical, plumbing, and mechanical systems, sewer and water lateral connections, except that PROVIDER shall not be responsible for performing commercial electrical inspections.
- 3) All other terms and conditions of the contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

Signatures to follow on next page.

FOR PROVIDER:

Date Signed: _____

Brad Boettcher, President

Date Signed: _____

Mark E. Jankowski, Director of Inspections

FOR VILLAGE:

Date Signed: _____

Brad Czebotar, Village President

Date Signed: _____

Cassandra Suettinger, Clerk/Treasurer

Approved as to form:

Allen D. Reuter
Village Attorney