

Monday, September 28, 2020

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The Public is strongly encouraged to watch and participate in these meetings remotely through either the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/86165312180>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 861 6531 2180

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - b. Public Communications
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the September 14, 2020 meeting.
 - b. Motion to approve Check #'s 77733-77814 in the amount of \$432,299.27.
 - c. Motion to approve appointing Christopher Reynolds to serve on the Public Utilities Committee for a term ending April 30, 2024.
 - d. Motion to approve appointing Thomas Young, Tammy Downing, Monica Macarra, Chris Adams, Amy Johnson, Ann Molitor, Maria LeFave, Susan Nelsen, Brandy Ewing Alderman, and David Doll to serve as Election Inspectors for the 2020-2021 term.
 - e. Motion to approve appointing Leilani Amundson to serve on the Senior Outreach Committee for a term ending April 30, 2021.
5. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the board may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the board for their consideration. Members of the public who are present in person and 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. Additionally, you may send your public comments to cassandra.suettinger@mcfarland.wi.us to be included as part of the meeting.

6. BUSINESS.

- a. Discussion and action regarding acceptance of Phase 1 Plan Development for Public Safety Center and authorization to proceed into Phase 2 Design Services.
- b. Discussion and action regarding geotechnical proposals (soil borings) to aid in the design of the Public Safety Building.
- c. Discussion and action regarding geothermal analysis to aid in the design of the Public Safety Center.
- d. Parks, Recreation, and Natural Resources Committee (Trustees Clow & Utter)
 - 1) Discussion and action regarding the appointment of the Village Forester.
- e. Plan Commission (President Czebotar & Trustee Rupert)
 - 1) Discussion and action regarding a Condominium Plat and Declaration from CF Investments, LLC, for the property located at Lots 57 & 58 Prairie Place Subdivision creating The Condos at Prairie Place, consisting of 30 residential units.
- f. Plan Commission (President Czebotar & Trustee Rupert)
Public Safety Committee (Trustees Kryzenske & Brassington)
 - 1) Discussion and action on the site design application and expansion of a licensed premise for SWN Inc., D/B/A Maple Tree Restaurant, 6010 Highway 51, to the outdoor patio from a 330 sq. ft. area to a 600 sq. foot area.
- g. Public Utilities Committee (Trustees Kryzenske & Clow)
 - 1) Discussion and action regarding accepting the final design and authorizing the Eastside Sanitary Sewer Interceptor project for bidding.
- h. Volunteer Committee (Trustees Rupert & President Czebotar)
 - 1) Presentation and update regarding recent Coastal Cleanup Day.
- i. Transmittal of the draft 2021 Budget from Village Staff to Village Board for review and consideration.

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

7. ADJOURNMENT.

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

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, September 14, 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 Stephanie Brassington, Village Trustee Carolyn Clow, Village President Brad Czebotar, Village Trustee Eric Kryzenske, Village Trustee Justin Rupert, Village Trustee Clair Utter, Village Trustee Michael Flaherty.

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Community and Economic Development Director Andrew Bremer, Parks Superintendent Sayer Larson, and Communications & Technology Director Stephanie Miller.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) Absentee Voting information for November 3, 2020 Election

b. Public Communications

4. CONSENT AGENDA.

a. Motion to approve the minutes of the August 20, 2020 Village Board special meeting.

b. Motion to approve the minutes of the August 24, 2020 Village Board meeting.

c. Motion to approve Check #'s 77641-77732 in the amount of \$219,871.75.

d. Motion to approve appointing Lynda Ruchti, Dennis Ruchti, Monica Schraml, Erik Thoresen, Debra Kuykendall, Jenna Morrison, Robert Plankers, Isis Leonard, Jane Cronn, Beth Bubon, Ann Ford, Donna DeLacy, Kristian Koerwitz, and Katherine Schlender-Adams to serve as Election Inspectors for the 2020-2021 term.

e. Motion to approve appointing Rich Whipple and Peter Robinson to serve on the Public Works Committee for a term ending April 30, 2021.

- f. Motion to approve appointing Andrew Felt to serve on the Communications & Technology Committee for a term ending April 30, 2021.
- g. Motion to approve appointing Dottie Olson to serve on the Public Safety Committee for a term ending April 30, 2021.

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

5. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the board may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the board for their consideration. Members of the public who are present in person and 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. Additionally, you may send your public comments to cassandra.suettinger@mcfarland.wi.us to be included as part of the meeting.

Christine Pribbenow, 5103 Black Walnut Drive, and Meghan Fessler, 6409 Fox Run, spoke in support of Resolution 2020-19:A Resolution to create a special committee to advance racial equity, social justice, diversity and inclusion in the Village of McFarland.

6. BUSINESS.

- a. Discussion and action regarding Resolution #2020-19: a resolution to create a special committee to advance racial equity in the Village of McFarland.

Public Comment: Laetitia Hollard, 6309 Mourning Dove Drive, and Carrie Nelson, 5211 North Autumn Lane spoke in favor of Resolution 2020-19 and requested the re-insertion of the whereas clause addressing commitment to training for Village employees and increasing the committee size from 7 to 9 people.

The Village Board discussed the updated resolution and the requested edits from the public. The Board agreed to increase the size of the committee from 7 to 9 people.

Motion by Village Trustee Michael Flaherty, second by Village President Brad Czebotar, to approve Resolution #2020-19: a resolution to create a special committee to advance racial equity in the Village of McFarland as amended. Motion carries 7- 0 - 0 by acclamation.

- b. Discussion and action regarding deferring 2020 payment for park facility improvement from the McFarland Soccer Club.

Village Administrator Schuenke reported due to hardships suffered by COVID19 in not having been able to have a soccer season or any tournaments, they are unable to make their loan payment for 2020. They noted that they hope to resume normal activities in 2021 and should have no problem making next year's payment and the make up payment necessary for 2020.

Motion by Village President Brad Czebotar, second by Village Trustee Michael Flaherty, to agree that the Village will not deem the McFarland Soccer Club in default for any failure to make an installment payment due in 2020 under the agreement between the Club and the Village dated February 26, 2018 provided that the payment due in 2020 be made on or before September 1, 2039. Motion carries 7 - 0 - 0 by acclamation.

- c. Sustainable McFarland Ad-Hoc Committee (Chair Freedman & Vice-Chair Tiboris)

- 1) Discussion and action regarding Resolution 2020-16: a resolution approve participation in the Green Tier Legacy Community Program through the Wisconsin Department of Natural Resources.

Public Comments: Michael Tiboris, 6307 Johnson St., Angela Freeman, 6506 Ahren Lane, and Amber Smith, 5308 Golden Grove Circle, spoke in favor of Resolution 2020-16: a resolution approve participation in the Green Tier Legacy Community Program through the Wisconsin Department of Natural Resources and the benefits it would offer the Village.

Motion by Village President Brad Czebotar, second by Village Trustee Stephanie Brassington, to approve Resolution 2020-16: a resolution approve participation in the Green Tier Legacy Community Program through the Wisconsin Department of Natural Resources. Motion carries 7 - 0 - 0 by acclamation.

- d. Community Development Authority (Trustees Flaherty & Brassington)

- 1) Discussion and action regarding a Development Agreement for tax increment financing development incentives for improvements to property located at 5923 Exchange Street, TID #4, by Shaun O'Hearn.

Motion by Village Trustee Stephanie Brassington, second by Village Trustee Michael Flaherty, to approve a Development Agreement for tax increment financing development incentives for improvements to property located at 5923 Exchange Street, TID #4, by Shaun O'Hearn. Motion carries 7 - 0 - 0 by acclamation.

- e. Finance Committee (Trustee Flaherty & Kryzenske)

- 1) Discussion and action to write off 2016 personal property taxes.

Motion by Village Trustee Michael Flaherty, second by Village Trustee Eric Kryzenske, to approve write off of the 2016 personal property taxes in the amount of \$413.23. Motion carries 7 - 0 - 0 by acclamation.

f. Parks, Recreation, and Natural Resources Committee (Trustees Clow & Utter)

1) Discussion and action to revise Chapter 3 (Vegetation Management Use Policy) in order to adjust some categories and clarify definitions.

Motion by Village Trustee Carolyn Clow, second by Village Trustee Clair Utter, to approve revision to Chapter 3 (Vegetation Management Use Policy) in order to adjust some categories and clarify definitions. Motion carries 7 - 0 - 0 by acclamation.

2) Discussion and action regarding a grant application with GameTime for playground equipment at Ridgeview Totlot.

Motion by Village Trustee Carolyn Clow, second by Village Trustee Clair Utter, to approve a grant application with GameTime for playground equipment at Ridgeview Totlot. Motion carries 7 - 0 - 0 by acclamation.

g. Discussion and action regarding a request for a private septic and well for a new single family residence located on Lot 2 CSM #14495, 3365 Siggelkow Road.

Motion by Village Trustee Carolyn Clow, second by Village Trustee Michael Flaherty, to approve a request for a private septic and well for a new single family residence located on Lot 2 CSM #14495, 3365 Siggelkow Road with the following conditions:

1. Applicant obtaining both a Sanitary Permit and Well Location Permit from Dane County,
2. Applicant obtaining a Well Construction Permit from the WDNR,
3. Mandatory connections to public water wells and public sewers upon their construction in streets adjacent to the property in accordance with Sec. 47.44 and Sec. 47-105 of the Village Municipal Code of Ordinances,
4. Installation of at least a 16" culvert along with apron end walls for the proposed driveway along Siggelkow Road servicing the new residence.

Motion carries 7 - 0 - 0 by acclamation.

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

None.

7. ADJOURNMENT.

Motion by Village Trustee Stephanie Brassington, second by Village Trustee Justin Rupert, to adjourn at 8:18 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Village Clerk/Treasurer

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
09/20	09/21/2020	75729	16691	NEPPLE, SAM	SUPPLIES FOR RECRUITMENT OPEN HOUS	SN110319	1	100-52200-330-000	37.06- V
Total 75729:									37.06-
09/20	09/16/2020	77639	1405	TAPCO	CROSS WALK TECHNOLOGY	1675966	1	400-57210-811-108	10,700.00- V
Total 77639:									10,700.00-
09/20	09/18/2020	77736	30	ALLIANT ENERGY/WP&L	MUNICIPAL CENTER	091020	1	100-51600-220-000	2,392.69
09/20	09/18/2020	77736	30	ALLIANT ENERGY/WP&L	LIBRARY	091020	2	205-55110-220-000	1,923.16
09/20	09/18/2020	77736	30	ALLIANT ENERGY/WP&L	WELL #4	091020	3	600-53716-220-000	1,665.52
09/20	09/18/2020	77736	30	ALLIANT ENERGY/WP&L	SOCCER BUILDING - 4820 MARSH	091020	4	100-55200-220-000	13.75
Total 77736:									5,995.12
09/20	09/18/2020	77737	16247	CITY TREASURER	STORMWATER CHARGE	07100600-09	1	605-53440-530-000	22.39
Total 77737:									22.39
09/20	09/18/2020	77738	640	MGE	STREET LIGHTS	11299443-09	1	100-53000-291-000	731.31
Total 77738:									731.31
09/20	09/25/2020	77739	26	ALERT-ALL CORPORATION	FIRE PREVENTION WEEK SUPPLIES	W25997	1	100-52200-391-000	1,055.00
Total 77739:									1,055.00
09/20	09/25/2020	77740	1397	ALL COMFORT SERVICES	ELECTRICAL REPAIR	615731	1	205-55110-242-000	196.00
Total 77740:									196.00
09/20	09/25/2020	77741	30	ALLIANT ENERGY/WP&L	FLOOD LIGHT - 2860 HIDDEN FARM	092520	1	100-55200-220-000	26.05
09/20	09/25/2020	77741	30	ALLIANT ENERGY/WP&L	3234 CTY RD AB	092520	2	100-55200-220-000	21.83
Total 77741:									47.88

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	KEYBOARD COVERS	1336-DGP4-L	1	205-55110-310-000	48.15
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	DVDS & CDS	1336-DGP4-	1	205-55110-345-000	11.98
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	PLASTIC BAGS	1FK1-PQG9-	1	205-55110-340-000	21.94
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	KLEENEX	1GKX-WWP	1	100-51420-310-000	26.49
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	ELECTION SUPPLIES	1GKX-WWP	2	100-51440-340-000	121.31
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE-SAYER	1GRL-PVYL-	1	100-53000-142-000	41.59
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	HEADSETS	1MDQ-9VCG	1	205-55110-340-000	49.98
09/20	09/25/2020	77742	17084	AMAZON CAPITAL SERVICES	DVDS & CDS	1NNX-MTXG	1	205-55110-345-000	303.78
Total 77742:									625.22
09/20	09/25/2020	77743	2216	ANDRES MEDICAL	AUGUST COLLECTIONS	249772	1	100-46230-000	1,374.74
Total 77743:									1,374.74
09/20	09/25/2020	77744	17232	APG OF SOUTHERN WISCONSI	PLAN PUBLIC HEARING - OHEARN CUP	28886-08312	1	100-51100-321-000	82.56
09/20	09/25/2020	77744	17232	APG OF SOUTHERN WISCONSI	PLAN PUBLIC HEARING - MSP REAL ESTATE	28886-08312	2	100-51100-321-000	89.35
09/20	09/25/2020	77744	17232	APG OF SOUTHERN WISCONSI	VILLAGE BOARD MINUTES	28886-08312	3	100-51100-321-000	316.80
09/20	09/25/2020	77744	17232	APG OF SOUTHERN WISCONSI	TYPE D NOTICE	28886-08312	4	100-51440-321-000	23.24
Total 77744:									511.95
09/20	09/25/2020	77745	17187	B&H PHOTO	DIRECTOR SURFACE EQUIPMENT	177803749	1	100-53000-390-000	3.91
09/20	09/25/2020	77745	17187	B&H PHOTO	DIRECTOR SURFACE EQUIPMENT	177803749	2	600-53612-390-000	1.07
09/20	09/25/2020	77745	17187	B&H PHOTO	DIRECTOR SURFACE EQUIPMENT	177803749	3	600-53712-390-000	1.07
09/20	09/25/2020	77745	17187	B&H PHOTO	DIRECTOR SURFACE EQUIPMENT	177803749	4	605-53440-390-000	1.07
Total 77745:									7.12
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035327319	1	205-55110-344-000	257.08
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035345549	1	205-55110-344-000	160.83
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035346283	1	205-55110-344-000	1,185.79
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2035404892	1	205-55110-344-000	165.94
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035452990	1	205-55110-344-000	1,660.61
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2035478852	1	205-55110-344-000	441.55
09/20	09/25/2020	77746	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2035493514	1	205-55110-344-000	272.52
Total 77746:									4,144.32

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
09/20	09/25/2020	77747	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83766598	1	100-52200-340-000	76.78
09/20	09/25/2020	77747	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83766599	1	100-52200-340-000	19.32
Total 77747:									96.10
09/20	09/25/2020	77748	17412	CAIN, MEGAN	ADULT PROGRAM	309	1	205-55110-391-000	250.00
Total 77748:									250.00
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	SCHUENKE	MSB091720	1	100-1624	42.98
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	DENNIS	MSB091720	2	100-1624	670.68
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	COX	MSB091720	3	100-1624	173.19
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	KENT	MSB091720	4	100-1624	50.00
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	JACOBSEN	MSB091720	5	100-1624	20.48
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	ANDERSEN	MSB091720	6	100-1624	934.75
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	DAY	MSB091720	7	100-1624	10.56-
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	REIMER	MSB091720	8	100-1624	1,187.36
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	SUETTINGER	MSB091720	9	100-1624	54.99
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	MAURER	MSB091720	10	100-1624	38.31
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	SEYMOUR	MSB091720	11	100-1624	70.40
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	IRWIN	MSB091720	12	100-1624	247.44
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	BREMER	MSB091720	13	100-1624	1,283.19
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	ENGLER	MSB091720	14	100-1624	343.52
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	MILLER	MSB091720	15	100-1624	1,148.99
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	LARSON	MSB091720	16	100-1624	2,922.37
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	IGL	MSB091720	17	100-1624	2.49
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	HEASTY	MSB091720	18	100-1624	65.00
09/20	09/25/2020	77749	16680	CARDMEMBER SERVICE	LAWRENCE	MSB091720	19	100-1624	95.37
Total 77749:									9,340.95
09/20	09/25/2020	77750	2245	CGC, INC	PUBLIC WORKS CENTER RENOVATION--SOI	56776	1	400-57140-825-101	291.90
Total 77750:									291.90
09/20	09/25/2020	77751	166	CINTAS CORPORATION	FIRST AID SUPPLIES - REPLACEMENT CHE	8404809304	1	605-53440-340-000	9.80
09/20	09/25/2020	77751	166	CINTAS CORPORATION	FIRST AID SUPPLIES - REPLACEMENT CHE	8404809304	2	600-53616-340-000	9.80
09/20	09/25/2020	77751	166	CINTAS CORPORATION	FIRST AID SUPPLIES - REPLACEMENT CHE	8404809304	3	600-53716-340-000	9.80
09/20	09/25/2020	77751	166	CINTAS CORPORATION	FIRST AID SUPPLIES - REPLACEMENT CHE	8404809304	4	100-53000-340-000	35.93

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 77751:									65.33
09/20	09/25/2020	77752	194	CONCENTRA	RANDOM DRUG / ALCOHOL TEST	103239675	1	605-53440-211-000	14.25
09/20	09/25/2020	77752	194	CONCENTRA	RANDOM DRUG / ALCOHOL TEST	103239675	2	600-53610-211-000	14.25
09/20	09/25/2020	77752	194	CONCENTRA	RANDOM DRUG / ALCOHOL TEST	103239675	3	600-53710-211-000	14.25
09/20	09/25/2020	77752	194	CONCENTRA	RANDOM DRUG / ALCOHOL TEST	103239675	4	100-53000-211-000	52.25
Total 77752:									95.00
09/20	09/25/2020	77753	1989	CORPORATE BUSINESS SYSTE	COPIER LEASE	27792296	1	205-55110-240-000	142.30
Total 77753:									142.30
09/20	09/25/2020	77754	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	286310	1	100-51440-340-000	200.00
09/20	09/25/2020	77754	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	286310	2	100-51420-310-000	283.14
09/20	09/25/2020	77754	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	286310	3	600-53610-310-000	94.37
09/20	09/25/2020	77754	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	286310	4	600-53710-310-000	94.38
09/20	09/25/2020	77754	16257	CORPORATE BUSINESS SYSTE	COPIER LEASE AND OVERAGES	286310	5	605-53440-340-000	94.38
Total 77754:									766.27
09/20	09/25/2020	77755	216	CTW CORPORATION	WELL #4 REPAIR	39821	1	400-57310-825-101	35,942.50
Total 77755:									35,942.50
09/20	09/25/2020	77756	16319	DANE CO TREASURER	3 SPILLMAN LOGINS	38493	1	100-52100-320-000	96.00
09/20	09/25/2020	77756	16319	DANE CO TREASURER	FIREARMS TRAINING	38707	1	100-52100-331-000	300.00
Total 77756:									396.00
09/20	09/25/2020	77757	16873	DEPARTMENT OF REVENUE	PAYMENTS REC'D BY 913010	092120	1	100-45110-000	550.60
Total 77757:									550.60
09/20	09/25/2020	77758	281	DIGGERS HOTLINE INC	LOCATES WATER	200 8 37601	1	600-53610-210-000	243.60
09/20	09/25/2020	77758	281	DIGGERS HOTLINE INC	LOCATES SEWER	200 8 37601	2	600-53710-210-000	243.60

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 77758:									487.20
09/20	09/25/2020	77759	1358	EBI INC	F&R TABLES	202466	1	400-57220-811-103	2,871.66
Total 77759:									2,871.66
09/20	09/25/2020	77760	324	ELECTION SYSTEMS & SOFTW	NEW DS200 MACHINE	1153530	1	100-51440-390-000	6,505.00
Total 77760:									6,505.00
09/20	09/25/2020	77761	17362	ELEVITY	COURT	940	1	100-51200-210-000	82.21
09/20	09/25/2020	77761	17362	ELEVITY	GEN ADMIN	940	2	100-51450-210-000	328.86
09/20	09/25/2020	77761	17362	ELEVITY	POLICE	940	3	100-52100-210-000	845.47
09/20	09/25/2020	77761	17362	ELEVITY	FIRE/EMS	940	4	100-52200-240-000	360.38
09/20	09/25/2020	77761	17362	ELEVITY	OUTREACH	940	5	100-54600-210-000	109.71
09/20	09/25/2020	77761	17362	ELEVITY	COMM DEV	940	6	100-52400-210-000	82.21
09/20	09/25/2020	77761	17362	ELEVITY	PUBLIC WORKS	940	7	100-53000-210-000	112.11
09/20	09/25/2020	77761	17362	ELEVITY	WATER	940	8	600-53710-210-000	44.79
09/20	09/25/2020	77761	17362	ELEVITY	SEWER	940	9	600-53610-210-000	44.79
09/20	09/25/2020	77761	17362	ELEVITY	STORMWATER	940	10	605-53440-210-000	44.68
09/20	09/25/2020	77761	17362	ELEVITY	EM MGT	940	11	100-52500-221-000	27.40
09/20	09/25/2020	77761	17362	ELEVITY	FAMILY FESTIVAL	940	12	100-51450-210-000	27.40
09/20	09/25/2020	77761	17362	ELEVITY	SERVER & BACKUP	940	13	610-53620-340-000	185.33
09/20	09/25/2020	77761	17362	ELEVITY	SERVER & BACKUP	940	14	100-51450-210-000	1,667.96
09/20	09/25/2020	77761	17362	ELEVITY	SERVER & BACKUP	940	15	600-53710-210-000	617.52
09/20	09/25/2020	77761	17362	ELEVITY	SERVER & BACKUP	940	16	600-53610-210-000	617.89
09/20	09/25/2020	77761	17362	ELEVITY	SERVER & BACKUP	940	17	605-53440-210-000	617.89
Total 77761:									5,816.60
09/20	09/25/2020	77762	16746	EMBASSY CONTROLS	HVAC REPAIR	1016522	1	205-55110-242-000	247.50
Total 77762:									247.50
09/20	09/25/2020	77763	341	ENVIRONMENT CONTROL	WILLIAM MCF PARK CLEANING COVID19	3902-613INV	1	100-55200-340-000	2,347.50
09/20	09/25/2020	77763	341	ENVIRONMENT CONTROL	BRANDT PARK CLEANING COVID19	3903-613INV	1	100-55200-340-000	2,347.50
09/20	09/25/2020	77763	341	ENVIRONMENT CONTROL	MCDANIEL PARK CLEANING COVID19	3904-613INV	1	100-55200-340-000	2,347.50
09/20	09/25/2020	77763	341	ENVIRONMENT CONTROL	LEWIS PARK CLEANING COVID19	3905-613INV	1	100-55200-340-000	1,438.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 77763:									8,481.00
09/20	09/25/2020	77764	353	FERGUSON ENTERPRISES	CURB STOP SLEEVES	5735756	1	600-53718-822-102	45.28
Total 77764:									45.28
09/20	09/25/2020	77765	361	FIRST SUPPLY LLC MADISON	BATHROOM UPGRADE	12383341-00	1	400-57610-825-102	25.16
Total 77765:									25.16
09/20	09/25/2020	77766	1921	FRONTIER	PW PHONE	091620	1	100-53000-221-000	37.75
09/20	09/25/2020	77766	1921	FRONTIER	PW PHONE	091620	2	600-53610-340-000	10.30
09/20	09/25/2020	77766	1921	FRONTIER	PW PHONE	091620	3	600-53710-340-000	10.30
09/20	09/25/2020	77766	1921	FRONTIER	PW PHONE	091620	4	605-53440-340-000	10.30
Total 77766:									68.65
09/20	09/25/2020	77767	395	GENERAL COMMUNICATIONS I	M2 K9 SPOTLIGHT	286010	1	100-52100-241-000	685.00
09/20	09/25/2020	77767	395	GENERAL COMMUNICATIONS I	SQUAD PRINTER	286448	1	100-52100-241-000	420.00
Total 77767:									1,105.00
09/20	09/25/2020	77768	17092	GENERAL ENGINEERING COMP	BUILDING INSPECTION SERVICES	19	1	100-52400-211-000	7,151.78
Total 77768:									7,151.78
09/20	09/25/2020	77769	408	GRAINGER INC	BATHROOM UPGRADE PLUMBING SUPPLIE	9648662998	1	205-55110-242-000	179.00
Total 77769:									179.00
09/20	09/25/2020	77770	1694	HEARTLAND LITHO	UTILITY BILLS	65634	1	605-53440-311-000	68.58
09/20	09/25/2020	77770	1694	HEARTLAND LITHO	UTILITY BILLS	65634	2	600-53711-311-000	68.59
09/20	09/25/2020	77770	1694	HEARTLAND LITHO	UTILITY BILLS	65634	3	600-53611-311-000	68.59
Total 77770:									205.76
09/20	09/25/2020	77771	17410	HOMESTEAD TITLE COMPANY	REFUND OF OVERPMT OF SA LETTER FEE	091820	1	100-46110-000	5.00

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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 77771:									5.00
09/20	09/25/2020	77772	1904	HUMPHREY SERVICE PARTS IN	VEHICLE PARTS	1221479	1	100-53000-241-000	11.27
09/20	09/25/2020	77772	1904	HUMPHREY SERVICE PARTS IN	VEHICLE PARTS	1221479	2	600-53718-241-000	3.08
09/20	09/25/2020	77772	1904	HUMPHREY SERVICE PARTS IN	VEHICLE PARTS	1221479	3	600-53616-241-000	3.08
09/20	09/25/2020	77772	1904	HUMPHREY SERVICE PARTS IN	VEHICLE PARTS	1221479	4	605-53440-241-000	3.08
Total 77772:									20.51
09/20	09/25/2020	77773	452	HYDRITE CHEMICAL	WATER CHEMICALS	02395566	1	600-53717-340-000	1,055.37
Total 77773:									1,055.37
09/20	09/25/2020	77774	476	JEFFERSON FIRE & SAFETY IN	MAINTENANCE	IN121773	1	100-52200-240-000	25.00
Total 77774:									25.00
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	1	100-53000-241-000	172.93
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	2	600-53718-241-000	47.17
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	3	600-53616-241-000	47.17
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	4	605-53440-241-000	47.17
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	1	100-53000-241-000	194.01
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	2	600-53718-241-000	52.92
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	3	600-53616-241-000	52.92
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006316	4	605-53440-241-000	52.92
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	1	100-53000-241-000	540.50
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	2	600-53718-241-000	147.41
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	3	600-53616-241-000	147.41
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	4	605-53440-241-000	147.41
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	1	100-53000-241-000	237.32
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	2	600-53718-241-000	64.72
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	3	600-53616-241-000	64.72
09/20	09/25/2020	77775	345	JFTCO, INC	EQUIPMENT PARTS	PIMS006336	4	605-53440-241-000	64.73
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	1	100-53000-241-000	31.32
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	2	600-53718-241-000	8.55
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	3	600-53616-241-000	8.55
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	4	605-53440-241-000	8.55
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	1	100-53000-241-000	13.24

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09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	2	600-53718-241-000	3.61
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	3	600-53616-241-000	3.61
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006455	4	605-53440-241-000	3.61
09/20	09/25/2020	77775	345	JFTCO, INC	CREDIT LOADER REPAIR	PIMS006455	1	100-53000-241-000	152.77-
09/20	09/25/2020	77775	345	JFTCO, INC	CREDIT LOADER REPAIR	PIMS006455	2	600-53718-241-000	41.67-
09/20	09/25/2020	77775	345	JFTCO, INC	CREDIT LOADER REPAIR	PIMS006455	3	600-53616-241-000	41.67-
09/20	09/25/2020	77775	345	JFTCO, INC	CREDIT LOADER REPAIR	PIMS006455	4	605-53440-241-000	41.67-
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006464	1	100-53000-241-000	59.39
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006464	2	600-53718-241-000	16.19
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006464	3	600-53616-241-000	16.19
09/20	09/25/2020	77775	345	JFTCO, INC	LOADER REPAIR	PIMS006464	4	605-53440-241-000	16.19
Total 77775:									1,992.65
09/20	09/25/2020	77776	485	JP COOKE CO	PET LICENSE TAGS	639921	1	100-51420-310-000	145.90
Total 77776:									145.90
09/20	09/25/2020	77777	17380	KARLS, DUSTIN	DND PROGRAM	375	1	205-55110-391-000	280.00
Total 77777:									280.00
09/20	09/25/2020	77778	2248	KELLN, JACK	MEAL - WATER MAIN REPAIR BY CONTRACT	JK091820	1	100-53000-340-000	25.00
Total 77778:									25.00
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	FIRE VEHICLE SUPPLY-DEF	8202928P	1	100-52200-241-000	23.25
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	PW VEHICLE SUPPLY-DEF	8202928P	2	605-53440-241-000	3.49
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	PW VEHICLE SUPPLY-DEF	8202928P	3	600-53616-241-000	3.49
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	PW VEHICLE SUPPLY-DEF	8202928P	4	600-53718-241-000	3.49
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	PW VEHICLE SUPPLY-DEF	8202928P	5	100-53000-241-000	12.78
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	PW VEHICLE SUPPLY	8202928P	6	100-53000-241-000	45.89
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	FIRE VEHICLE SUPPLY	8202928P	7	100-52200-241-000	45.88
09/20	09/25/2020	77779	2121	LAKESIDE INTERNATIONAL LLC	POLICECARS MAINTENANCE	8202928P	8	100-52100-241-000	45.88
Total 77779:									184.15
09/20	09/25/2020	77780	538	LAWSON PRODUCTS INC	VEHICLE PARTS	9307846744	1	605-53440-241-000	33.63
09/20	09/25/2020	77780	538	LAWSON PRODUCTS INC	VEHICLE PARTS	9307846744	2	600-53616-241-000	33.63

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09/20	09/25/2020	77780	538	LAWSON PRODUCTS INC	VEHICLE PARTS	9307846744	3	600-53718-241-000	33.63
09/20	09/25/2020	77780	538	LAWSON PRODUCTS INC	VEHICLE PARTS	9307846744	4	100-53000-241-000	123.35
Total 77780:									224.24
09/20	09/25/2020	77781	17379	LEARNING LANDSCAPES DESI	SPECIAL NEEDS PARK PLANNING	20012.4	1	400-57620-211-000	765.00
Total 77781:									765.00
09/20	09/25/2020	77782	765	LEGAL SHIELD	LEGAL SHIELD	0108629-SE	1	100-2156	399.75
Total 77782:									399.75
09/20	09/25/2020	77783	556	LIQUI SYSTEMS INC	WELL HOUSES	202187	1	600-53716-242-000	80.00
09/20	09/25/2020	77783	556	LIQUI SYSTEMS INC	WELL #3	202267	1	600-53716-242-000	100.00
Total 77783:									180.00
09/20	09/25/2020	77784	563	LW ALLEN LLC	SCADA	104467	1	600-53710-210-000	122.36
Total 77784:									122.36
09/20	09/25/2020	77785	1759	MANDT SANDFILL TRUCKING	WATER MAIN REPAIRS	54053	1	600-53718-822-101	165.41
09/20	09/25/2020	77785	1759	MANDT SANDFILL TRUCKING	STREET SWEEPINGS	54534	1	605-53440-210-000	660.00
09/20	09/25/2020	77785	1759	MANDT SANDFILL TRUCKING	WATER MAIN SPOILS	54534	2	600-53718-822-101	85.00
09/20	09/25/2020	77785	1759	MANDT SANDFILL TRUCKING	STREET SWEEPINGS	54609	1	605-53440-210-000	85.00
Total 77785:									995.41
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	139	1	100-53000-340-000	20.71
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	139	2	600-53716-340-000	5.65
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	139	3	600-53616-340-000	5.65
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	139	4	605-53440-340-000	5.65
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	263	1	100-53000-340-000	46.16
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	263	2	600-53716-340-000	12.59
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	263	3	600-53616-340-000	12.59
09/20	09/25/2020	77786	634	MENARDS - MONONA	PW SHOP	263	4	605-53440-340-000	12.59
09/20	09/25/2020	77786	634	MENARDS - MONONA	PARK SUPPLIES - FLOWER CORNER	533	1	100-55200-340-000	274.75
09/20	09/25/2020	77786	634	MENARDS - MONONA	PARK SUPPLIES-FLOWER CORNER	556	1	100-55200-340-000	92.67

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
09/20	09/25/2020	77786	634	MENARDS - MONONA	PARK SUPPLIES-FLOWER CORNER	657	1	100-55200-340-000	25.06-
09/20	09/25/2020	77786	634	MENARDS - MONONA	PARK SUPPLIES-FLOWER CORNER	659	1	100-55200-340-000	43.96-
Total 77786:									419.99
09/20	09/25/2020	77787	2058	MICROMARKETING LLC	CD REPLACEMENT	820689	1	205-55110-345-000	9.00
09/20	09/25/2020	77787	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	821384	1	205-55110-345-000	45.00
09/20	09/25/2020	77787	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	821486	1	205-55110-345-000	39.99
Total 77787:									93.99
09/20	09/25/2020	77788	17411	MUSIC THEATER OF MADISON	ADULT PROGRAM	307	1	205-55110-391-000	300.00
Total 77788:									300.00
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	736891	1	600-53616-241-000	18.81
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	736891	2	600-53718-241-000	18.81
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	736891	3	605-53440-241-000	18.81
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	736891	4	100-53000-241-000	68.99
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737573	1	600-53616-241-000	2.63
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737573	2	600-53718-241-000	2.63
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737573	3	605-53440-241-000	2.63
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737573	4	100-53000-241-000	9.66
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737931	1	600-53616-241-000	1.39
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737931	2	600-53718-241-000	1.39
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737931	3	605-53440-241-000	1.39
09/20	09/25/2020	77789	1896	NAPA AUTO PARTS	VEHICLE PARTS	737931	4	100-53000-241-000	5.07
Total 77789:									152.21
09/20	09/25/2020	77790	2082	NASSCO INC	CLEANING SUPPLIES	S2664300.00	1	100-51600-242-000	161.20
Total 77790:									161.20
09/20	09/25/2020	77791	16691	NEPPLE, SAM	SUPPLIES FOR RECRUITMENT OPEN HOUS	SN110319	1	100-52200-330-000	37.06
Total 77791:									37.06
09/20	09/25/2020	77792	17381	NEWCOMB CONSTRUCTION C	PUBLIC WORKS CENTER RENOVATION	2640	1	400-57140-825-101	110,753.71

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Total 77792:									110,753.71
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80223887	1	605-53440-241-000	25.50
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80223887	2	600-53616-241-000	25.50
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80223887	3	600-53718-241-000	25.50
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80223887	4	100-53000-241-000	93.50
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRE REPAIR	80224240	1	100-52200-241-000	39.00
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80224241	1	605-53440-241-000	5.25
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80224241	2	600-53616-241-000	5.25
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80224241	3	600-53718-241-000	5.25
09/20	09/25/2020	77793	756	POMP'S TIRE SERVICE INC	TIRES	80224241	4	100-53000-241-000	19.25
Total 77793:									244.00
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	LIBRARY PAINT SUPPLIES	61014	1	205-55110-242-000	18.03
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	LIBRARY PAINT SUPPLIES	61190	1	205-55110-242-000	38.38
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	LIBRARY PAINT SUPPLIES	61191	1	205-55110-242-000	21.59
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61200	1	100-51600-242-000	21.21
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61200	2	600-53716-242-000	5.78
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61200	3	600-53616-242-000	5.78
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61200	4	605-53440-242-000	5.78
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61217	1	100-51600-242-000	16.93
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61217	2	600-53716-242-000	4.61
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61217	3	600-53616-242-000	4.61
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	MC-FIRE DOOR PAINTING	61217	4	605-53440-242-000	4.61
09/20	09/25/2020	77794	764	PREMIER PAINT & WALLPAPER	LIBRARY PAINT SUPPLIES	61249	1	205-55110-242-000	47.99
Total 77794:									195.30
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	480657	1	605-53440-210-000	5.85
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	480657	2	600-53610-210-000	5.85
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	480657	3	600-53710-210-000	5.85
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	PW PEST CONTROL	480657	4	100-53000-340-000	21.45
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	480658	1	100-51600-340-000	25.30
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	480658	2	600-53710-210-000	6.90
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	480658	3	600-53610-210-000	6.90
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	MC PEST CONTROL	480658	4	605-53440-210-000	6.90
09/20	09/25/2020	77795	1245	PROFESSIONAL PEST CONTRO	PARKS PEST CONTROL	482597	1	100-55200-340-000	49.00

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 77795:									134.00
09/20	09/25/2020	77796	748	PURCHASE POWER	LOAD POSTAGE METER	091020	1	100-1622	3,000.00
09/20	09/25/2020	77796	748	PURCHASE POWER	REFILL CHARGE	091020	2	100-51420-311-000	29.40
Total 77796:									3,029.40
09/20	09/25/2020	77797	9137	RICOH USA INC	COPIER FEE	34018303	1	100-52100-240-000	184.59
Total 77797:									184.59
09/20	09/25/2020	77798	824	SAFE COMMUNITIES	MED DROP BOX	745	1	100-51600-340-000	1,000.00
Total 77798:									1,000.00
09/20	09/25/2020	77799	17409	SILVERBERG, DAVID AND ELIZA	REFUND OF SOLID WASTE FEE - HOUSE DE	091520	1	610-46420-000	47.00
Total 77799:									47.00
09/20	09/25/2020	77800	879	SOUTH CENTRAL LIBRARY SYS	RECEIPT PRINTERS	20-482	1	400-57610-813-101	658.92
09/20	09/25/2020	77800	879	SOUTH CENTRAL LIBRARY SYS	COMPUTERS	20-541	1	400-57610-813-101	83.36
Total 77800:									742.28
09/20	09/25/2020	77801	17378	SRF CONSULTING GROUP	TRAFFIC ENGINEER SERVICES	13546.02-3	1	100-53000-211-000	9.21
09/20	09/25/2020	77801	17378	SRF CONSULTING GROUP	TRAFFIC ENGINEER SERVICES	13546.04-2	1	100-53000-211-000	1,044.80
Total 77801:									1,054.01
09/20	09/25/2020	77802	906	STOUGHTON HOSPITAL	BLOOD WORK	09042020	1	100-52100-210-000	63.00
Total 77802:									63.00
09/20	09/25/2020	77803	16857	STRAND ASSOCIATES	DPW FACILITY - CONSTRUCTION INSPECTI	0164092	1	400-57140-825-101	8,358.20
Total 77803:									8,358.20
09/20	09/25/2020	77804	17318	TDS	ADMIN INTERNET/PHONE	092220	1	100-51420-221-000	45.07

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
09/20	09/25/2020	77804	17318	TDS	COMMTECH INTERNET/PHONE/TV	092220	2	200-55600-221-000	60.69
09/20	09/25/2020	77804	17318	TDS	FIRE/EMS INTERNET/PHONE/TV	092220	3	100-52200-221-000	275.67
09/20	09/25/2020	77804	17318	TDS	PD TV/INTERNET/PHONE	092220	4	100-52100-221-000	126.97
09/20	09/25/2020	77804	17318	TDS	PW INTERNET/PHONE (INC LONG DISTANC	092220	5	100-53000-221-000	45.32
09/20	09/25/2020	77804	17318	TDS	OUTREACH INTERNET/PHONE	092220	6	100-54600-221-000	45.07
09/20	09/25/2020	77804	17318	TDS	COMMDEV INTERNET/PHONE	092220	7	100-52400-221-000	45.07
09/20	09/25/2020	77804	17318	TDS	WATER INTERNET/PHONE	092220	8	600-53710-221-000	106.62
09/20	09/25/2020	77804	17318	TDS	SEWER INTERNET/PHONE	092220	9	600-53610-221-000	106.62
09/20	09/25/2020	77804	17318	TDS	STORMWATER INTERNET/PHONE	092220	10	605-53440-221-000	61.84
09/20	09/25/2020	77804	17318	TDS	LIBRARY INTERNET/PHONE	092220	11	205-55110-221-000	45.07
09/20	09/25/2020	77804	17318	TDS	PW INTERNET/TV	092220-PW	1	605-53440-340-000	29.98
09/20	09/25/2020	77804	17318	TDS	PW INTERNET/TV	092220-PW	2	600-53710-340-000	29.98
09/20	09/25/2020	77804	17318	TDS	PW INTERNET/TV	092220-PW	3	600-53610-340-000	29.98
09/20	09/25/2020	77804	17318	TDS	PW INTERNET/TV	092220-PW	4	100-53000-221-000	109.94
Total 77804:									1,163.89
09/20	09/25/2020	77805	2032	TEN-41	J REITER - UNIFORM ALLOW	841	1	100-52200-142-000	43.99
Total 77805:									43.99
09/20	09/25/2020	77806	957	TOM'S AUTO CENTER INC	M2 MAINTENANCE	0048032	1	100-52100-241-000	30.00
Total 77806:									30.00
09/20	09/25/2020	77807	16640	TOP PACK DEFENSE LLC	UNIFORM ALLOWANCE - BARNIER	4719	1	100-52100-142-000	194.94
09/20	09/25/2020	77807	16640	TOP PACK DEFENSE LLC	UNIFORM ALLOWANCE	4721	1	100-52100-142-000	250.00
Total 77807:									444.94
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	EXCHANGE ST PRELIM - MC134	22012	1	400-57310-821-000	1,100.00
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	BIZYLOU CONDOS - MC138	22013	1	100-2640	336.00
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	JUNIPER RIDGE - MC140	22014	1	100-2640	5,037.80
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	2020 STREET & UTILITY IMPROVEMENTS -	22015	1	400-57310-821-000	16,602.90
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	ELVEHJEM PATH IMP - MC160	22016	1	400-57310-824-000	6,707.85
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	4845 TAYLOR/4900 LARSON MSP RE - MC16	22017	1	100-2640	290.00
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	EAST SIDE URBAN AREAS EXPANSION - MC	22018	1	600-53610-210-000	1,472.50
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	EAST SIDE SEWER EXTENSION - MC168	22020	1	600-53710-210-000	5,916.25
09/20	09/25/2020	77808	958	TOWN & COUNTRY ENGINEER	2021 BROADHEAD/CTH MN PHASE 4- MC174	22022	1	400-57310-211-000	1,986.25

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 77808:									39,449.55
09/20	09/25/2020	77809	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING-LIGHT BULBS	S003961584.	1	605-53440-242-000	26.62
09/20	09/25/2020	77809	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING-LIGHT BULBS	S003961584.	2	600-53616-242-000	26.62
09/20	09/25/2020	77809	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING-LIGHT BULBS	S003961584.	3	600-53716-242-000	26.62
09/20	09/25/2020	77809	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING-LIGHT BULBS	S003961584.	4	100-51600-242-000	97.58
Total 77809:									177.44
09/20	09/25/2020	77810	1709	VON BRIESEN & ROPER S.C.	LABOR & PERSONNEL	332937	1	100-51300-210-103	1,938.00
Total 77810:									1,938.00
09/20	09/25/2020	77811	16181	WILS	DATABASE FEES	493510	1	205-55110-342-000	10,938.73
Total 77811:									10,938.73
09/20	09/25/2020	77812	1103	WINGRA STONE CO	MATERIALS FOR WATER REPAIR	19245	1	600-53718-822-101	263.44
Total 77812:									263.44
09/20	09/25/2020	77813	1910	ZURBUCHEN OIL INC	DYED DIESEL FUEL	246199	1	100-53000-341-000	352.00
Total 77813:									352.00
09/20	09/25/2020	77814	17408	NELSON EXCAVATING AND SO	MC167 2020 SUMP PUMP	081020	1	605-53440-823-000	73,777.19
09/20	09/25/2020	77814	17408	NELSON EXCAVATING AND SO	MC167 2020 SUMP PUMP	081020	2	400-57310-824-000	73,777.19
Total 77814:									147,554.38
Grand Totals:									420,847.17

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-1622	3,000.00	.00	3,000.00
100-1624	9,351.51	10.56-	9,340.95
100-2120	269.41	61,964.38-	61,694.97-
100-2156	399.75	.00	399.75
100-2640	5,663.80	.00	5,663.80
100-45110-000	550.60	.00	550.60
100-46110-000	5.00	.00	5.00
100-46230-000	1,374.74	.00	1,374.74
100-51100-321-000	488.71	.00	488.71
100-51200-210-000	82.21	.00	82.21
100-51300-210-103	1,938.00	.00	1,938.00
100-51420-221-000	45.07	.00	45.07
100-51420-310-000	455.53	.00	455.53
100-51420-311-000	29.40	.00	29.40
100-51440-321-000	23.24	.00	23.24
100-51440-340-000	321.31	.00	321.31
100-51440-390-000	6,505.00	.00	6,505.00
100-51450-210-000	2,024.22	.00	2,024.22
100-51600-220-000	2,392.69	.00	2,392.69
100-51600-242-000	296.92	.00	296.92
100-51600-340-000	1,025.30	.00	1,025.30
100-52100-142-000	444.94	.00	444.94
100-52100-210-000	908.47	.00	908.47
100-52100-221-000	126.97	.00	126.97
100-52100-240-000	184.59	.00	184.59
100-52100-241-000	1,180.88	.00	1,180.88
100-52100-320-000	96.00	.00	96.00
100-52100-331-000	300.00	.00	300.00
100-52200-142-000	43.99	.00	43.99
100-52200-221-000	275.67	.00	275.67
100-52200-240-000	385.38	.00	385.38
100-52200-241-000	108.13	.00	108.13
100-52200-330-000	37.06	37.06-	.00
100-52200-340-000	96.10	.00	96.10
100-52200-391-000	1,055.00	.00	1,055.00
100-52400-210-000	82.21	.00	82.21
100-52400-211-000	7,151.78	.00	7,151.78
100-52400-221-000	45.07	.00	45.07
100-52500-221-000	27.40	.00	27.40
100-53000-142-000	41.59	.00	41.59

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-53000-210-000	112.11	.00	112.11
100-53000-211-000	1,106.26	.00	1,106.26
100-53000-221-000	193.01	.00	193.01
100-53000-241-000	1,638.47	152.77-	1,485.70
100-53000-291-000	731.31	.00	731.31
100-53000-340-000	149.25	.00	149.25
100-53000-341-000	352.00	.00	352.00
100-53000-390-000	3.91	.00	3.91
100-54600-210-000	109.71	.00	109.71
100-54600-221-000	45.07	.00	45.07
100-55200-220-000	61.63	.00	61.63
100-55200-340-000	8,897.42	69.02-	8,828.40
200-2120	.00	60.69-	60.69-
200-55600-221-000	60.69	.00	60.69
205-2120	.00	19,301.89-	19,301.89-
205-55110-220-000	1,923.16	.00	1,923.16
205-55110-221-000	45.07	.00	45.07
205-55110-240-000	142.30	.00	142.30
205-55110-242-000	748.49	.00	748.49
205-55110-310-000	48.15	.00	48.15
205-55110-340-000	71.92	.00	71.92
205-55110-342-000	10,938.73	.00	10,938.73
205-55110-344-000	4,144.32	.00	4,144.32
205-55110-345-000	409.75	.00	409.75
205-55110-391-000	830.00	.00	830.00
400-2120	10,700.00	259,924.60-	249,224.60-
400-57140-825-101	119,403.81	.00	119,403.81
400-57210-811-108	.00	10,700.00-	10,700.00-
400-57220-811-103	2,871.66	.00	2,871.66
400-57310-211-000	1,986.25	.00	1,986.25
400-57310-821-000	17,702.90	.00	17,702.90
400-57310-824-000	80,485.04	.00	80,485.04
400-57310-825-101	35,942.50	.00	35,942.50
400-57610-813-101	742.28	.00	742.28
400-57610-825-102	25.16	.00	25.16
400-57620-211-000	765.00	.00	765.00
600-2120	83.34	14,457.99-	14,374.65-
600-53610-210-000	2,391.53	.00	2,391.53
600-53610-211-000	14.25	.00	14.25
600-53610-221-000	106.62	.00	106.62

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-53610-310-000	94.37	.00	94.37
600-53610-340-000	40.28	.00	40.28
600-53611-311-000	68.59	.00	68.59
600-53612-390-000	1.07	.00	1.07
600-53616-241-000	434.35	41.67-	392.68
600-53616-242-000	37.01	.00	37.01
600-53616-340-000	28.04	.00	28.04
600-53710-210-000	6,957.27	.00	6,957.27
600-53710-211-000	14.25	.00	14.25
600-53710-221-000	106.62	.00	106.62
600-53710-310-000	94.38	.00	94.38
600-53710-340-000	40.28	.00	40.28
600-53711-311-000	68.59	.00	68.59
600-53712-390-000	1.07	.00	1.07
600-53716-220-000	1,665.52	.00	1,665.52
600-53716-242-000	217.01	.00	217.01
600-53716-340-000	28.04	.00	28.04
600-53717-340-000	1,055.37	.00	1,055.37
600-53718-241-000	434.35	41.67-	392.68
600-53718-822-101	513.85	.00	513.85
600-53718-822-102	45.28	.00	45.28
605-2120	41.67	75,999.71-	75,958.04-
605-53440-210-000	1,420.32	.00	1,420.32
605-53440-211-000	14.25	.00	14.25
605-53440-221-000	61.84	.00	61.84
605-53440-241-000	434.36	41.67-	392.69
605-53440-242-000	37.01	.00	37.01
605-53440-311-000	68.58	.00	68.58
605-53440-340-000	162.70	.00	162.70
605-53440-390-000	1.07	.00	1.07
605-53440-530-000	22.39	.00	22.39
605-53440-823-000	73,777.19	.00	73,777.19
610-2120	.00	232.33-	232.33-
610-46420-000	47.00	.00	47.00
610-53620-340-000	185.33	.00	185.33
Grand Totals:	443,036.01	443,036.01-	.00

Report Criteria:
Report type: GL detail

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
09/12/2020	CDPT	09/18/2020	77733	WIAFSCME COUNCIL 32	7	45.35
09/12/2020	CDPT	09/18/2020	77734	WI SCTF	5	207.69
09/12/2020	CDPT	09/18/2020	77735	WPPA TREASURER	6	462.00

PAYROLL RELATED

\$715.04

Cassandra Suettinger

From: Brad Czebotar
Sent: Friday, September 18, 2020 9:21 AM
To: Cassandra Suettinger
Cc: Eric Kryzenske
Subject: Fw: Committee Interest

Hi Cassandra,

Please place Chris' nomination to the Public Utilities Committee on the Sept. 28 village board agenda.

Thanks,
Brad

From: Christopher Reynolds <creynolds9551@gmail.com>
Sent: Friday, September 18, 2020 8:53 AM
To: Brad Czebotar <Brad.Czebotar@mcfarland.wi.us>
Subject: Re: Committee Interest

Yes, I would be interested. Do I need to attend the meeting on Sept 28?

On Thu, Sep 17, 2020 at 4:43 PM Brad Czebotar <Brad.Czebotar@mcfarland.wi.us> wrote:

Hi Chris,

Thank you for your interest in serving our community as a member of a committee. Currently, the village has a vacancy on its Public Utilities Committee. This committee meets the 3rd Tuesday of the month and oversees the finances, operations and capital expenditure plans of the municipal water, sewer, and stormwater utilities.

If you would be interested in serving on this committee, please let me know and I will nominate you for appointment to this committee at the September 28 village board meeting.

Thanks,
Brad

From: Tanya O'Malley <tanya.omalley@mcfarland.wi.us>
Sent: Tuesday, September 15, 2020 12:42 PM
To: Brad Czebotar <Brad.Czebotar@mcfarland.wi.us>
Cc: Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Subject: Committee Interest

Hi Brad,

Please see the attached letter of interest for serving on a Village Board, Committee, Commission.

Thank you!

Tanya O'Malley, WCPC
Deputy Clerk
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
608.838.3153



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Cassandra Suettinger

From: Brad Czebotar
Sent: Thursday, September 24, 2020 9:49 AM
To: Cassandra Suettinger
Cc: Matt Schuenke; Carolyn Clow
Subject: Fw: Senior Outreach Committee

Hi Cassandra,

Please include Leilani's nomination to the senior outreach committee on the village board's agenda for Sept. 28.

Thanks,
Brad

From: Tanya O'Malley <tanya.omalley@mcfarland.wi.us>
Sent: Wednesday, September 23, 2020 8:55 AM
To: Brad Czebotar <Brad.Czebotar@mcfarland.wi.us>
Cc: Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.us>
Subject: FW: Senior Outreach Committee

Hi Brad,

Please see the e-mail below.

Thank you!

Tanya O'Malley, WCPC
Deputy Clerk
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
608.838.3153



From: Leilani Amundson <leilaniamundson@gmail.com>
Sent: Tuesday, September 22, 2020 8:24 PM
To: Admin <Village.Administration@mcfarland.wi.us>
Subject: Senior Outreach Committee

I previously emailed Lori Anderson my interest in the Senior Outreach Committee at some point before COVID-19 became an issue, so it may have been buried somewhere. If you have no need for public members on this committee that is completely fine. However, if you would like participation then please feel free to follow up with me.

I am an attorney and elder law benefit specialist for Dane County's Area Agency on Aging. I have been working in human services for several years and specifically with seniors. Prior to that, I worked with the Social Security Administration's Disability Determination Bureau through the State of Wisconsin Department of Health Services, still with vulnerable and at risk communities, including seniors. Currently, I am a member of a DHS Medicare task force to train people who work with seniors with Medicare and the Dane County Caregivers Taskforce. I have strong relationships with the county and state level aging networks. I have a good handle on issues for seniors throughout the county, as well as just here in McFarland. Occasionally, you will see my Medicare articles in area senior center newsletters directing folks to resources for preventive services information as well as low income resources for their health-care costs. I also give seminars and outreach events to seniors throughout the county. I did one in McFarland last year, in fact.

I am happy to provide any assistance I can to the village I live in as a member! If you have filled your need sufficiently, then you can disregard this note of interest!

Best,
Leilani Amundson
608-347-7947



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action regarding acceptance of Phase 1 Plan
Development for Public Safety Center and authorization to proceed
into Phase 2 Design Services.

PREVIOUS ACTION:

The Village Board approved the proposal with Bray Architects to plan, design, and bid the project at their meeting on February 10, 2020. This was done following an RFP process that was initiated in December of 2019.

As part of its retreat, the Village Board reviewed and discussed this information at its meeting on August 20, 2020.

Additionally, this was presented to the public as part of an online forum held on September 10, 2020. Approximately 38 people attended the forum.

ISSUE SUMMARY:

The Village is in the midst of planning out the future development of a Public Safety Center to be located at the southeast intersection of Holscher and Broadhead Roads. Since May, Staff have been working with Bray Architects to study space needs, review site conditions, evaluate floor plans, consider timelines, and estimate costs. The Police Chief and Lieutenant have represented the Police Department, the Fire and Rescue Chief and Administrative Captain have represented the Fire and Rescue Department, and the Municipal Court Judge and Judicial Assistant have represented the Municipal Court with the Village Administrator overseeing the project in a general management role. This project is a cornerstone priority for the Village through multiple planning sources over the last several years as a means to address constraints for these Departments as well as free up space to provide for a Community Center renovation at the Municipal Center.

Included in your packet is the proposed site plan, timeline, and cost estimate for the project. This information has been reviewed previously by the Village Board as well as presented recently at an online forum. A summary of the comments/questions provided at that forum are included in the packet as well. The work enclosed comprises Phase 1 of the project and is the



desired plan Staff is recommending be accepted in order to advance into Phase 2 as the design phase. Staff and the Architect will be present at the meeting to answer any remaining questions about the plan as thus far presented.

FINANCIAL/BUDGET IMPACT:

The project cost is estimated at \$16.9 million with about \$600k of this already encumbered in 2020. The 2021 Budget includes a borrowing via a bond for 20 years in the amount of \$16.3 million. There is also a placeholder outside of this total of \$1 million for sustainable initiatives that will be studied further as part of the design phase. Upon acceptance of Phase 1, Staff will begin working in more detail with our Financial Adviser to put together a plan on structuring this borrowing to support the project as we will have some options to consider. Financial projections as were presented on August 20th and September 10th currently remain unchanged.

VILLAGE PLAN REFERENCE:

2020-2024 Capital Improvement Plan

The Plan was adopted in 2020 for the next 5 years with the construction of the Public Safety Center programmed in 2021 at a cost of \$10,000,000. We knew this number would change as we began to dive into the project more specifically and admittedly it is higher than anticipated as noted above. At the time with that assumption the overall tax impact was projected at \$0.19 per year for the five years of the plan which on average equated to about \$52.15 in potential additional costs, this is less than or consistent with previous year's CIPs. We are working on updating the financial forecast for this model with new assumptions on cost and interest rates, but if all else is equal with the current plan then the cost estimate on the tax levy is likely to increase the earlier noted projection by \$20-\$30 per year. However, this is based on adaptation of the current plan with new information. We have the benefit of revisiting all of these future plans/projects with the next 5 year plan to better address and plan for the future financial impact which will change the projected tax impact. Future plans can evaluate terms, interest rates, use of fund balance, shifting of priorities, staggering, refinance, and other factors again to balance the long term fiscal impact of the project. There are a number of tools at our disposal to accomplish this and remains part of our objective to do so as we transition from planning to design.

[This plan can be viewed through this link.](#) Please see page 4 for its inclusion within the plan and page 8 for the financial projection.

2020-2030 Strategic Plan

This is a key strategy to meet our facility goals within this long term plan. Again the cost projection is higher than what was forecasted in this plan; however, the action steps to complete the project are well in line with what is outlined within the plan and on schedule to meet the timeline as we intended to. Doing so allows for other priorities to be achieved and helps to properly situate our public safety uses for multiple decades to come.

[This plan can be viewed through this link.](#) Please see page 6 for its inclusion within the goals



and page 16 for the action plan.

2020-2021 Strategic Plan Annex

As it is in the Strategic Plan, this project is a high priority for completion in the next year within the Board's goals and objectives. Within the previous agenda item, this project is noted within the goals and objectives. The action plan presented for the next year is consistent with what is presented within these materials for cost and timeline as well as what is also listed within the Strategic Plan noted in the previous item. The 2021 Budget will be established following this action plan as well as its noted inclusion within the CIP.

2017 Facilities Master Plan

This study looked at Village Departments to forecast space needs into the future and look at some conceptual options to address these issues. This is where it was noted that a sizable jump would be necessary for Police from their current space utilization to what might be needed in the future. Additionally, throughout this plan it was always noted that someone would have to move out ultimately to achieve the key priority of one day constructing a Community Center. The study primarily focused on police only moving out while constructing a second floor to the Municipal Center to support expansion. Costs suggested for these improvements are similarly high as what we are looking at today, and as a result of continued discussions on these improvements following plan acceptance it became more critical to also move Fire and Rescue out which would avoid a second floor construction while creating space for the Community Center at the Municipal Center as was desired. The study below from 2019 further studied this issue regarding Fire/Rescue and Police in order to assist further planning on a facility project if still warranted.

[Please click on this link to view the whole plan.](#)

2019 Public Safety Analysis

The Public Safety Analysis was commissioned in 2018 and ultimately completed in 2019 to study these two Departments more closely from the space needs they might command to what their staffing implications might be in the future. Operational recommendations are contained within Chapter 2 beginning on Page 11 for Facility Needs. Ultimately the finding was that the current space was inadequate to support these services with little to no room for additional growth. This analysis also did confirm the space needs for both Departments based on the analysis that was done in 2017.

[Please click on this link to view the whole analysis.](#)

ORDINANCE REFERENCE:

Section 23-94 - Referendum for Large Capital Construction Projects

Binding referendums are required for large capital construction projects when the net cost is expected to exceed 1% of our equalized value. The preliminary estimate for January 1, 2020 on



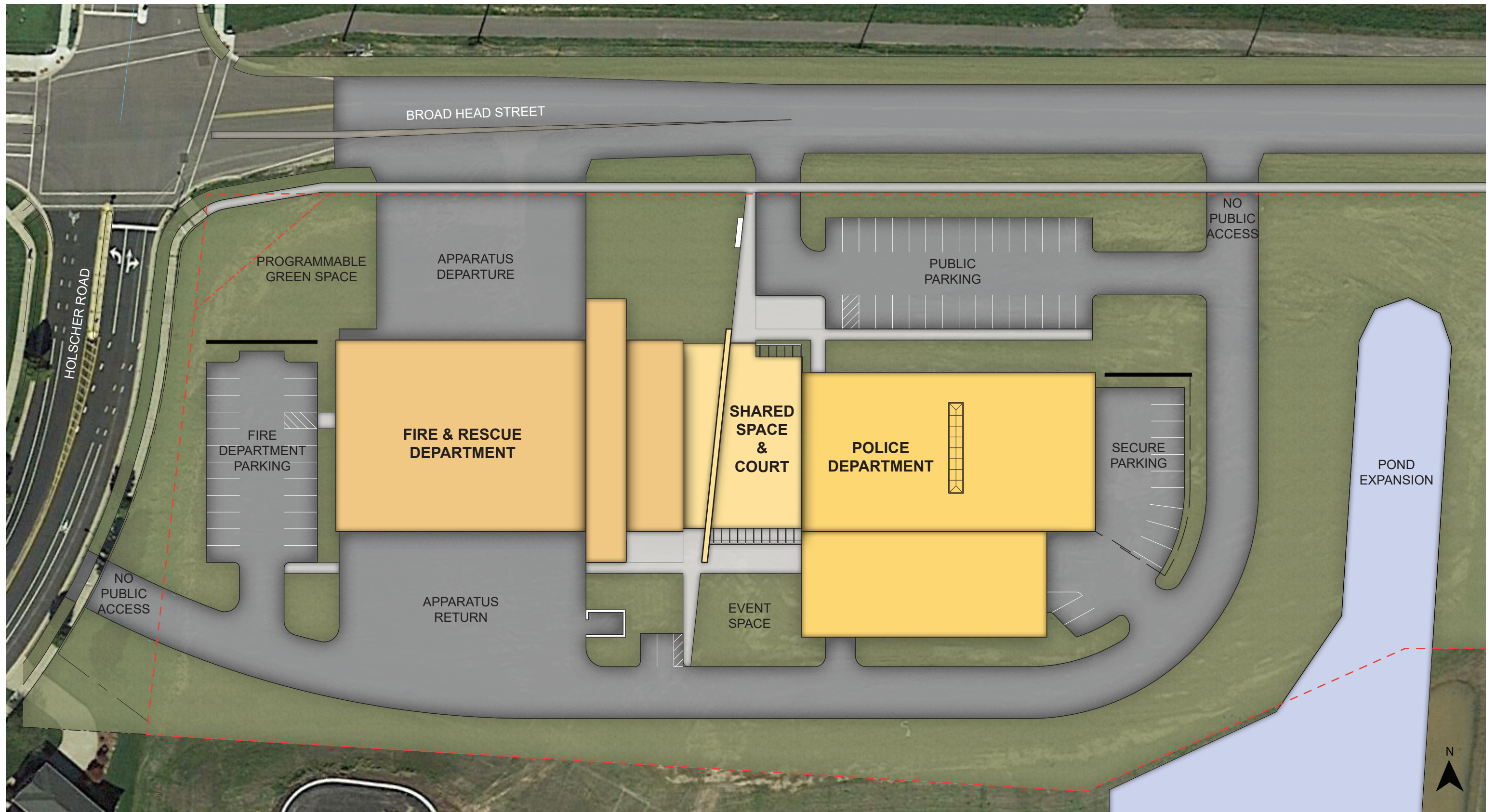
the Village's equalized value is \$1.127 billion generating a threshold of around \$11.3 million. However, Section 23-94(b) notes exceptions to this requirement and specifically sub (6) refers to this requirement not apply to "public safety facilities, limited to fire, police, EMS, and municipal court." Even though the anticipated cost exceeds the threshold in our code, a binding referendum is not required for such things.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Village Staff recommends acceptance of Phase 1 Plan Development for the Public Safety Center and authorize the Architect and Staff to proceed into Phase 2 for design services.

ATTACHMENTS:

1. 3488_McFarland Saftey Building_Site Render
2. McFarland PS Schedule - Draft 2020-07-29
3. 3488 - McFarland PS - Budget Combined - 2020-09-10
4. Public Safety Center Forum 09102020



Thursday | July 30, 2020



PROJECT PRODUCTION SCHEDULE

Core Planning Team	Thursday, July 30
<i>Meeting objective: Progress update, site concept and floor plan review</i>	
Core Planning Team	Thursday, August 13
<i>Meeting objective: Progress update, board packet / presentation review</i>	
Village Board Meeting - Retreat	Thursday, August 20
<i>Meeting objective: Review space program, site plan, costs projects and timeline/schedule</i>	
Core Planning Team	Thursday, August 27
<i>Meeting objective: Progress update</i>	
Core Planning Team	Thursday, September 10
<i>Meeting objective: Progress update</i>	
Public Input Meeting	Thursday, September 10
<i>Meeting objective: 6:00pm – virtual open house</i>	
Core Planning Team	Thursday, September 24
<i>Meeting objective: Progress update, Board packet / presentation review</i>	
Village Board Meeting.....	Monday, September 28
<i>Meeting objective: Approval to proceed into Phase 2</i>	
Core Planning Team	Thursday, October 8
<i>Meeting objective: TBD</i>	
Core Planning Team	Thursday, October 22
<i>Meeting objective: Owner / Engineer Meeting</i>	
Core Planning Team	Thursday, November 5
<i>Meeting objective: TBD</i>	
Core Planning Team	Thursday, November 19
<i>Meeting objective: TBD</i>	
25% CD Progress Deadline	Friday, November 20
Core Planning Team	Thursday, December 3
<i>Meeting objective: 25% budget review</i>	

Core Planning Team	Thursday, December 17
<i>Meeting objective: TBD</i>	
Core Planning Team	Thursday, December 31
<i>Meeting objective: Owner / Engineering Meeting</i>	
Core Planning Team	Thursday, January 14
<i>Meeting objective: TBD</i>	
50% CD Progress Deadline	Friday, January 15
Core Planning Team	Thursday, January 28
<i>Meeting objective: 50% budget review</i>	
Core Planning Team	Thursday, February 11
<i>Meeting objective: TBD</i>	
Core Planning Team	Thursday, February 25
<i>Meeting objective: TBD</i>	
Core Planning Team	Thursday, March 11
<i>Meeting objective: TBD</i>	
75% CD Progress Deadline	Friday, March 12
Core Planning Team	Thursday, March 25
<i>Meeting objective: 75% budget review</i>	
Core Planning Team	Thursday, April 8
<i>Meeting objective: Owner / Engineer Meeting</i>	
Core Planning Team	Thursday, April 22
<i>Meeting objective: TBD</i>	
Final CD's Issued	Friday, April 30
<i>Estimated Bidding Phase: 4 weeks</i>	
<i>Advertisement to Bidders, Pre-bid Conference / Site Tour, Addendum Releases</i>	
Public Bid Date	Thursday, May 27
Construction Commencement	June 2021
<i>Estimated Construction Schedule: 12 months</i>	
Construction Completion	June 2022

Bray Associates Architects, Inc.
Sheboygan & Milwaukee, Wisconsin

Thursday | September 10, 2020

PRELIMINARY COST ESTIMATE - SUMMARY

Proposed Building Area:

First Floor:	48,674	sq.ft.
Second Floor:	6,237	sq.ft.
Grossing Factor (mech./misc.):	5% <u>2,746</u>	sq.ft.
Total Proposed Building Area:	57,657	sq.ft.

Site Improvement	\$ 1,383,800.00
Architectural General Construction	\$ 7,424,700.00
Architectural Fixed Equipment	\$ 74,900.00
Architectural Specialty Equipment	\$ 106,000.00
Electrical	\$ 1,841,600.00
Plumbing	\$ 440,400.00
Fire Protection	\$ 144,100.00
Mechanical HVAC	\$ <u>1,626,000.00</u>

New Construction | Subtotal: \$ **13,041,500.00**

General Construction | Subtotal: \$ 1,141,178.75

Estimating Contingency: \$ 521,660.00

Construction Cost Estimate: \$ **14,704,338.75**

Construction Contingency: \$ 735,200.00

Project Soft Costs | Subtotal: \$ 1,533,832.66

Total Project Cost Estimate: \$ **16,973,371.41**

Potential Sustainable Initiatives: \$ 1,000,000.00

Notes:

Bray Associates Architects, Inc.
Sheboygan & Milwaukee, Wisconsin

Thursday | September 10, 2020

PRELIMINARY COST ESTIMATE - DETAILED

Proposed Building Area:

First Floor:	48,674	sq.ft.
Second Floor:	6,237	sq.ft.
Grossing Factor (mech./misc.): 5%	<u>2,746</u>	sq.ft.
Total Proposed Building Area:	57,657	sq.ft.

Site Improvement

General	57,657	sq.ft. @ \$	24.00	\$ <u>1,383,800.00</u>	\$ 1,383,800.00
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Architectural | General Construction

General Conditions	57,657	sq.ft. @ \$	8.00	\$ 461,300.00	
Concrete	57,657	sq.ft. @ \$	15.00	\$ 864,800.00	
Masonry	57,657	sq.ft. @ \$	30.00	\$ 1,729,700.00	
Structural Steel & Metals	57,657	sq.ft. @ \$	25.00	\$ 1,441,400.00	
Wood, Plastics and Composite/ Carpentry	57,657	sq.ft. @ \$	4.00	\$ 230,600.00	
Thermal & Moisture Protection	57,657	sq.ft. @ \$	10.00	\$ 576,600.00	
Openings	57,657	sq.ft. @ \$	10.00	\$ 576,600.00	
FD Overhead Doors	12	sq.ft. @ \$	7,500.00	\$ 90,000.00	
Finishes	57,657	sq.ft. @ \$	18.00	\$ 1,037,800.00	
Specialties	57,657	sq.ft. @ \$	6.00	\$ 345,900.00	
Conveying Equipment	2	stops @ \$	35,000.00	\$ <u>70,000.00</u>	\$ 7,424,700.00

Architectural | Fixed Equipment

Shared Space

Exercise Room	9	l.f. @ \$	150.00	\$ 1,400.00
Conference	12	l.f. @ \$	150.00	\$ 1,800.00
Training Room / Court Room	18	l.f. @ \$	150.00	\$ 2,700.00
Kitchenette	30	l.f. @ \$	150.00	\$ 4,500.00

Municipal Court

Conference / Pre-Trial	9	l.f. @ \$	150.00	\$ 1,400.00
Office Clerk of Courts	9	l.f. @ \$	450.00	\$ 4,100.00

Fire Department

Decon / Laundry Room	9	l.f. @ \$	150.00	\$ 1,400.00
Treatment Room	12	l.f. @ \$	150.00	\$ 1,800.00
Public Lobby	9	l.f. @ \$	450.00	\$ 4,100.00
Conference Room	9	l.f. @ \$	150.00	\$ 1,400.00
Station Dispatch Office / Radio Room	24	l.f. @ \$	150.00	\$ 3,600.00
Copier & Electrical Storage	9	l.f. @ \$	150.00	\$ 1,400.00
Day Room	9	l.f. @ \$	150.00	\$ 1,400.00
Kitchen / Dining	30	l.f. @ \$	150.00	\$ 4,500.00
Study / Work Area	12	l.f. @ \$	150.00	\$ 1,800.00
Resource Library	12	l.f. @ \$	150.00	\$ 1,800.00

Police Department

Reception / Waiting Area	9	l.f. @ \$	450.00	\$ 4,100.00
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Conference Room Soft Interview	9	I.f. @	\$ 150.00	\$ 1,400.00
Work Room	12	I.f. @	\$ 150.00	\$ 1,800.00
Copy / Form Supply Area	9	I.f. @	\$ 150.00	\$ 1,400.00
Break Room	15	I.f. @	\$ 150.00	\$ 2,300.00
Conference Room Major Case	12	I.f. @	\$ 150.00	\$ 1,800.00
Booking / Processing	18	I.f. @	\$ 300.00	\$ 5,400.00
Intoxilator	9	I.f. @	\$ 300.00	\$ 2,700.00
Evidence Processing Room	18	I.f. @	\$ 300.00	\$ 5,400.00
Evidence / Property Storage	9	I.f. @	\$ 150.00	\$ 1,400.00
Briefing / Squad Room	30	I.f. @	\$ 150.00	\$ 4,500.00
Weapons Cleaning	12	I.f. @	\$ 300.00	<u>\$ 3,600.00</u>
				\$ 74,900.00

Architectural | Specialty Equipment

Specialty Equipment - PD				
PD Duty Lockers	32	each @	\$ 750.00	\$ 24,000.00
PD Evidence Lockers	3	each @	\$ 6,000.00	\$ 18,000.00
Gun Storage Lockers	2	each @	\$ 750.00	\$ 1,500.00
Holding - Personal Property Lockers	2	each @	\$ 750.00	\$ 1,500.00
Safety Eye Wash Station	1	each @	\$ 2,500.00	\$ 2,500.00
Security Grade Equip. - Interview	3	each @	\$ 700.00	\$ 2,100.00
Security Grade Equip. - Booking	1	each @	\$ 600.00	\$ 600.00
Security Grade Ceilings	694	sq.ft. @	\$ 12.00	\$ 8,300.00
Security Glazing	1	each @	\$ 3,000.00	\$ 3,000.00
Specialty Equipment - FD				
Commercial Kitchen Hood	1	each @	\$ 12,000.00	\$ 12,000.00
Safety Eye Wash Station	1	each @	\$ 1,000.00	\$ 1,000.00
Specialty Equipment - Shared				
Exercise Room Flooring	900	sq.ft. @	\$ 10.00	\$ 9,000.00
Owner Provided/ Contractor Installed Equip	1	I.s. @	\$ 15,000.00	\$ 15,000.00
Flag Poles	3	each @	\$ 2,500.00	\$ 7,500.00
Wall Images / Branding / Graphics	5	each @	\$ 3,000.00	\$ 15,000.00
Signage Allowance	1	@	\$ 40,000.00	<u>\$ 40,000.00</u>
				\$ 106,000.00
Electrical				
	57,657	sq.ft. @	\$ 22.00	\$ 1,268,400.00
Parking Lot & Site Lighting	20	each @	\$ 3,000.00	\$ 60,000.00
Landscape & Walkway Lighting	15	each @	\$ 1,500.00	\$ 22,500.00
Interview Recording System	6	each @	\$ 10,000.00	\$ 60,000.00
Emergency Generator	1	each @	\$ 75,000.00	\$ 75,000.00
Electronic Safety & Security	57,657	sq.ft. @	\$ 1.00	\$ 57,700.00
Keyless Entry (Fob)	50	each @	\$ 2,500.00	\$ 125,000.00
Utility Fee, Telephone, Cable, Communications	57,657	sq.ft. @	\$ 3.00	<u>\$ 173,000.00</u>
				\$ 1,841,600.00
Plumbing				
	57,657	sq.ft. @	\$ 7.50	\$ 432,400.00
Truck Filling Stations	4	each @	\$ 2,000.00	<u>\$ 8,000.00</u>
				\$ 440,400.00
Fire Protection				
	57,657	sq.ft. @	\$ 2.50	<u>\$ 144,100.00</u>
				\$ 144,100.00
Mechanical HVAC				
	57,657	sq.ft. @	\$ 26.00	\$ 1,499,100.00
Vehicle Exhaust System - Whole Space	10,152	sq.ft. @	\$ 7.50	\$ 76,100.00
In-Floor Radiant - Apparatus Bay	10,152	sq.ft. @	\$ 5.00	<u>\$ 50,800.00</u>
				<u>\$ 1,626,000.00</u>
New Construction Subtotal:				\$ 13,041,500.00

General Construction Costs:

General Conditions	3.50%	\$ 456,500.00
Insurance	1.00%	\$ 130,415.00

Performance and Payment Bond	0.75%	\$	97,811.25
Subcontractor and Supplier Bond	0.50%	\$	65,207.50
Contractor's Fee	3.00%	\$	391,245.00
Estimating Contingency	4.00%	\$	<u>521,660.00</u>

General Construction | Subtotal: \$ 1,662,838.75

Construction Cost Estimate: \$ 14,704,338.75

Unit Cost: \$ 255.03

Project Soft Costs:

Construction Contingency (5%)				\$	735,200.00
Architectural / Engineering Fee					
Phase 1 - Planning					132,000.00
Phase 2 - Design					460,000.00
Phase 3 - Bidding					22,000.00
Construction Administration (est.)					220,565.08
Geotechnical Services					18,000.00
Environmental Engineering Services					5,000.00
Site permitting fees					
Storm water calculation fee					9,000.00
Notice of Intent (WDNR)					2,500.00
General Site Permitting					8,000.00
Reimbursable expenses (Printing, shipping, etc.)					10,000.00
Plan approval and/or review fees					10,000.00
Owner's builder's risk insurance					7,000.00
Moving and/or relocation services					20,000.00
Furniture, Fixtures & Equipment	57,657	sq.ft. @	\$	6.50	374,767.58
Air Compressor(s)					25,000.00
General Equipment					50,000.00
Fire Station Alerting System					25,000.00
Fire Station Pre-emption System					15,000.00
Fire Station Pre-emption Street Signals					10,000.00
General Communications					25,000.00
Air Fiber System					20,000.00
Telephone system					25,000.00
Technology - switches, routers, projectors, etc. (relocate computers)					20,000.00
Legal / insurance / accounting fees					5,000.00
Land survey/CSM					15,000.00
Hazardous material identification/abatement					not included
Borrowing and/or bonding costs					not included
Traffic impact studies					not included
Multiple bid packages					not included
Design of non-conventional foundations					not included
Wetland delineation and/or relocation					not included
Building commissioning					not included
LEED documentation					not included
Impact fees (storm water, sanitary, water, etc.)					not included
Design/specification of furniture					not included
Construction manager/ owners rep. fees					<u>not included</u>

Project Soft Costs | Subtotal: \$ 2,269,032.66

Total Project Cost Estimate: \$ 16,973,371.41
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Unit Cost: \$ 294.39

Potential Sustainable Initiatives: \$ 1,000,000.00

Public Safety Center Online Forum

September 10, 2020

Public Comments/Questions Received

Anonymous Attendee

Comment:

- 1) Due to cost does this have to go to referendum?

Anonymous Attendee

Comments:

- 1) Will the speed limits change?
- 2) Will the Broadhead intersection change?

Barb Vander Werff

Comments:

- 1) Do you feel you will still need to share any space with the current Municipal Center?
- 2) Also, are we in line with the costs with the Verona, Monona or other facilities?
- 3) Is there area for growth at the new projected site?

Brooke Ecker

Comment:

- 1) If it does not have to go to referendum, then where does this money come from?

Chris St. Clair – 5602 Holscher Road

Comments:

- 1) There have been significant issues with public parking for the baseball fields during games. It was suggested that additional parking might be included on this site to help alleviate this issue for residents along Holscher Road and in the Prairie Stone community. Was this discussed as part of the project? Why was this nixed?
- 2) With the movement of Police, Courts and Fire, what plans are there for the existing building as part of this project?
- 3) What about this building is going to ensure that we aren't saying the same things about this building in 20 years that we are about the current one?
- 4) How will response times be impacted for Police and Fire with the new site vs the existing one?

- 5) Can we see the projections for population that are being used for the planning of the site?
- 6) What intersection controls are recommended as a part of this project to allow for quick exit of emergency vehicles?

Eric Green

Comment:

- 1) How will the Village re-purpose the existing Public Safety building?

Jacob S.

Comments:

- 1) How many on average Fire/Ems calls a week? Late night calls (9pm – 7am, sleeping hours), will sirens be used leaving the building?
- 2) Can trees (arborvitae) be planted on the backside of the building as a noise/sound buffer?

Judi Becker – 5757 Prairie Stone Drive

Comment:

- 1) Has any thought been given to reversing the Fire & Rescue with Police to reduce neighborhood noise and the need for returning trucks to use Holscher Road? There seems to be more of a buffer at the east end of the building.

Kevin

Comments:

- 1) The Village swapped for this piece of land from another. What made this property more appealing?
- 2) Are you taking into consideration the number of condos/apts that will be going in across the street?
- 3) Are they putting in stop lights at the corner of Holscher and Broadhead? Traffic patterns?

Lucy Wall – 5610 Holscher Road

Comment:

- 1) A significant goal of the proposed new facility is unfettered access and egress. What awareness has been included in this plan re the proposed multiple family housing directly across Broadhead to the north?

Megan Brown – Pine Ridge Way

Comments:

- 1) The current facilities are not in areas with high density of traffic. As mentioned, Holscher and Broadhead are major thruways of the Village and will only get busier with the continued development in this area. Especially with Fire department so close to the intersection, what concerns are there about traffic or fire trucks unable to leave due to congestion?
- 2) How many night trips do the Fire and Police stations average? The proposed location is highly residential and sirens in the overnight hours will drastically affect the quality of life in the nearby neighborhoods.

Mike Flaherty – 5604 Chestnut Lane

Comment:

- 1) Could you briefly discuss the added cost of building to LEED standards? The added capital cost of geothermal heating/cooling and solar photovoltaic? Any idea of the impact of those on lower operating costs?

Susan Dietzel

Comments:

- 1) Are there any other sirens that we as residents should be expecting? I.e. the monthly emergency test? Anything else?
- 2) How many floors will the building be?



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding geotechnical proposals (soil borings) to aid in the design of the Public Safety Building.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

One of the key elements of constructing any facility is figuring out the design for the foundation. In order to do that, soil borings are needed through a geotechnical analysis at almost three dozen locations on the site. This is technical in nature what is needed by the architect and they took the lead to solicit three quotations from reputable vendors that provide this service. Four responses were received ranging from \$15,020 to \$19,960. A summary of these quotes are included in your packet for review.

Village Staff is recommending acceptance of the quotation from CGC, Inc. While it is a little more, the Village works with CGC on its road projects and other borings projects when needed. All named vendors are capable of completing the work as requested, but given they have some familiarity with the Village as well as positive experiences on past projects that this gave them a slight edge in the proposals beyond simply cost. Their quote for this service is included in your packet for review.

FINANCIAL/BUDGET IMPACT:

The cost for this work is \$15,420 and is \$400 more than the low bidder. The project will be funded through the Capital Projects Fund as part of the consultant services needed to design the facility.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Village Staff recommends acceptance of quotation from CGC, inc. in the amount of \$15,420 and authorization to enter into agreement for these services subjective to review and approval by the Village Attorney.

ATTACHMENTS:

1. 3488 Geotech Proposal Comparison 2020-09-22
2. C977.331 McFarland Public Safety

VILLAGE OF McFARLAND
PUBLIC SAFETY BUILDING

McFARLAND, WISCONSIN
PROJECT NO. 3488

Bray Associates Architects, Inc.
Milwaukee, Wisconsin

Tuesday | September 22, 2020



GEOTECHNICAL QUOTATIONS

Geotech Contractor	AMERICAN ENGINEERING	CGC, INC. 	GILES ENGINEERING	INTERTEK PSI	TERRACON
Receipt on time	Y	Y	N	Y	Y
Number of Borings	33	33	-	33	33
Lineal Feet of Boring	720	720	-	720	720
Add Mobilization - If Required	not included	not included	-	\$350	not included
Add Per Foot Drilling - Ordinary Soil	\$ 17.00	\$ 16.50	-	\$ 25.00	\$ 25.00
Add Per Foot Drilling - Hard Soil	\$ 17.00	\$ 16.50	-	\$ 25.00	\$ 25.00
Add Per Foot Drilling - Storm Water	\$ 20.00	\$ 16.50	-	\$ 25.00	\$ 25.00
Total Fee	\$ 19,960.00	\$ 15,420.00	N/A	\$ 15,800.00	\$ 15,020.00

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

c/o: Andrew Iverson, Bray Architects

PROPOSAL No.: C977.331
DATE: September 18, 2020
Re: Proposal for Geotechnical Services
Proposed Public Safety Building
Broadhead Street and Holscher Road
Village of McFarland, Wisconsin

PROJECT DESCRIPTION

We understand that the Village of McFarland is planning to construct a new public safety building at a vacant parcel located southeast of the intersection of Broadhead Street and Holscher Road in the Village of McFarland, Wisconsin. Based on the project request, the development is anticipated to house both the police and fire departments and include the following: a two-story, slab-on-grade building with an approximate footprint of 49,000 SF centrally located on the parcel, new surface pavement areas, stormwater management areas, and a swimming pond.

SCOPE OF SERVICES

- Perform 33 Standard Penetration Test (SPT) soil borings for a total drilling footage of 720 ft:
 - 21 borings to 25 ft below current site grades (or refusal) within the footprint of the planned building;
 - Nine (9) borings to 15 ft below current site grades (or refusal) within planned pavement areas; and
 - Three (3) borings to 20 ft below current site grades (or refusal) within planned stormwater management (and swimming) areas.
- The borings will generally be sampled at intervals of 2.5 ft to a depth of 10 ft, and at 5-ft intervals thereafter. As an exception, the three stormwater borings will be sampled continuously at 2.5-ft intervals.
- The borings will be backfilled in accordance with WDNR regulations. We assume that drill cuttings can generally be thin-spread around the boring locations.
- Contact Diggers Hotline to mark public utilities on-site.
- Locate the borings in the field; ground surface elevations at the boring locations will be estimated from a topographic site plan, if provided to us, or from publicly-available topographic data.
- The building borings will be classified by a geotechnical engineer using the Unified Soil Classification System (USCS). Dual classification per USCS and the United States Department of Agriculture (USDA) classification system will be provided for the pavement and stormwater borings by a certified soil tester.
- Limited geotechnical laboratory testing for classification purposes to include up to one natural moisture content per building and pavement boring, one gradation (wash sieve) per stormwater boring, and up to two organic contents (loss-on-ignition).
- Prepare a geotechnical report providing recommendations regarding site preparation, foundation, floor slab and pavement design/construction. Seismic site class and stormwater infiltration potential will also be discussed, including WDSPS Soil and Site Evaluation – Storm forms for the three stormwater borings.
- Provide up to four hours of post-report consultation.

SPECIAL TERMS

- We assume that private utilities (not located through Diggers Hotline) are not present or will be located by the Village or others. If needed, we can arrange for a private utility locate for an additional cost.
- We assume that the boring locations can be accessed with a standard truck-mounted drill rig. If the site conditions do not allow for a truck rig (e.g., due to soft/wet subgrades or winter conditions), an ATV drill rig can be used for an additional cost of \$275/day (after approval).
- Clearance of trees or brush, snowplowing or landscape repairs (including rutting) have not been included in our estimate, which are considered beyond the scope of services.

ESTIMATED COSTS (Rates per attached Schedule A)

We estimate the following costs for the services outlined above:

\$12,320 to complete the soil borings, including abandonment and mobilization;
\$2,000 lump sum for geotechnical report, boring log and infiltration form preparation,
drilling coordination and Diggers Hotline;
\$350 lump sum for boring layout;
\$400 allowance for geotechnical laboratory testing; and
\$350 allowance for up to four hours of post-report consultation.

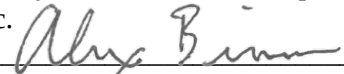
For a total of **\$15,420**, estimated total cost, not to exceed without your approval. Our work will be invoiced on a time-plus-expenses basis according to our current rate schedule. Additional drilling footage during same mobilization will be invoiced at \$16.5/ft from 0 to 25 ft and \$17.5/ft from 25 to 40 ft.

COMPLETION SCHEDULE

Upon notice to proceed, the borings can typically be scheduled within about two weeks, pending Diggers Hotline clearance. Drilling is expected to require about six to seven days to complete. The geotechnical reports can typically be completed within two to three weeks after the field work is finished, with verbal recommendations and draft boring logs available about one week after drilling, if desired.

ACCEPTANCE

Prior to authorizing CGC, Inc. to begin with the work outlined within the scope of services defined in the above proposal, please review the terms and conditions presented on the attached General Conditions for Professional Services. Signing this proposal will be considered authorization for CGC, Inc. to proceed.

Accepted by: _____	Date: _____	Submitted by: AJB	Date: <u>September 18, 2020</u>
By: _____		CGC, Inc.	By: <u></u>
Title: _____			Alex J. Bina, P.E., CST
		Title: <u>Project Engineer</u>	

Please return one signed copy

**2020 SCHEDULE OF FEES AND CHARGES
CONSTRUCTION TESTING/GEOTECHNICAL SERVICES
CGC, INC.
MADISON, WISCONSIN
SCHEDULE A**

I. Hourly Rates for Professional and Technical Staff

Staff Categories	Rate/Hour
Field Technician	
Level A	\$ 29.00
Level B	39.00
Level C	50.00
Level D	56.00
Level E	63.00
Clerical	46.00
Staff Engineer	70.00
Senior Staff Engineer or Geologist	77.00
Senior Technician	77.00
Project Engr. /Manager or Geologist.....	86.00
Consulting Professional	96.00
Lab/Field/Office Supervisor	107.00
Principal Consulting Professional	122.00
Principal/Consulting Professional	132.00

Personnel have been classified in the above staff categories based on skill, education and experience levels. Legal consultation rates are doubled.

II. Field Density Testing

1. Personnel Charges.....	Per Item I
2. Field Density Test Charges.....	10.00/test
3. Moisture-Density and Relative Density Tests	
a. Modified or Standard Proctor	
1. Sample Preparation (per sample)	\$ 35.00
2. Coarse-Grained Soil (per point)	
i. 4 in. mold.....	\$ 27.00
ii. 6 in. mold.....	\$ 37.00
3. Fine-Grained Soil (per point)	
i. 4 in. mold.....	\$ 39.00
ii. 6 in. mold.....	\$ 41.00
b. Relative Density	
1. Dry.....	\$ 110.00
2. Wet	\$ 130.00

III. Concrete Testing

1. Personnel Charges for Cylinders Made by CGC Technicians.....	Per Item I
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2. Compressive Strength Testing-Cylinders	\$ 13.00/cylinder*
(or holding not testing)	
Single Use Molds	\$ 3.00/each
Trimming Charges.....	\$ 12.00/each end
3. Cast-in-Place Pull Out Cylinders (CIPPOCS)	\$ 30.00/cylinder
Single use molds.....	\$ 35.00/each
Extensions	\$ 15.00/each
Trimming charges.....	\$ 10.00/each end
4. Concrete Cylinder Pick-up Service	
(applicable only if unique visit required)	
If done in conjunction with other testing	No charge
Separate Site Visit	**
5. Consultation on Concrete Problems.....	Per Item I

IV. Field Testing/Equipment

1. Coring Machine	\$ 100.00/day
2. Generator	100.00/day
3. Pavement Saw	100.00/day
4. Hammer Drill	50.00/day
5. Concrete Field Equipment	10.00/day
6. Fire Proofing Bond Test	10.00/each
7. Swiss Hammer.....	50.00/day
8. Windsor Probe	
a. Equipment Rental	**
b. Test Probes	75.00/set of 3
9. Steel Testing	
a. Bolt Testing.....	**
b. NDT-Welded Connections	**
10. Dynamic Cone Penetrometer	35.00/day
11. Floor Flatness - Dipstick Method	***
12. Double Ring Infiltration	100.00/set up
13. Photoionization Detector	95.00/day
14. Cylinder Cure Box	80.00/season
15. Crack Monitors.....	30.00/each
16. Vaprecision Slab Moisture Kits	35.00/each
17. Relative Humidity Sleeve/Test	
a. Sleeve/Test	85.00/each
b. Readout Machine.....	60.00/day
18. Concrete Maturity Curve Development	900.00 est.
19. Maturity Meter Temperature Probes.....	85.00/each
20. Traffic Control Signs.....	150.00/day
21. Grout Sample Box	7.00/each

- * This rate applies only to cylinders prepared by on-site CGC, Inc. representatives.
Discounted rate be available on large volume projects.
A rate of \$15.00/cylinder will be applied to all other test specimens.
** Denotes tests performed on a time and expense (T&E) basis.
*** Denotes tests performed on a T&E basis plus dipstick daily charge.

OTHER TERMS AND CONDITIONS

Laboratory Services

Standard laboratory tests will be at a fixed charge per test. When appropriate, there will be a charge for the time of laboratory personnel associated with the supervision of the testing program and summarizing and plotting of the test data. These personnel time charges will be at the hourly rates for the classification involved. A detailed breakdown of these charges will be supplied on request. The charge for nonstandard tests will be performed on a time-and-materials basis.

Subcontracts and Equipment Rental

The cost of services subcontracted by CGC to others, including but not limited to, chemical analysis, test borings, specialty contractors, surveyors, consultants, and equipment rental, e.g., backhoes, bulldozers, and test apparatus, etc., will be charged at cost plus a maximum of 20%.

Other Direct Non-Salary Expenses

Other costs incurred by CGC, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; fees and special project insurance; permits and licenses; shipping charges; tolls and parking; special drafting, stenographic, or printing supplies, including outside printing of photographs, photostats, blueprints, etc., will be charged at cost plus 15%. A report reproduction fee of \$10 per copy will be invoiced.

Mileage associated with the project for company-owned vehicles will be charged at 75 cents per mile. Mileage associated with employee-owned vehicles will be charged at the current IRS allowable rate (i.e., 57.5 cents per mile) plus 15% markup.

Use of specialized equipment provided by CGC will be invoiced at a fixed daily or weekly rate. A summary of these rates will be provided on request.

Payment

Invoices will be submitted monthly and will include the charges incurred during the preceding month. Payment of these invoices is due within thirty (30) days of the invoice date. Late payment may be subjected to interest charges of 1.5% per month.

**This fee schedule contains confidential business information and is
not to be copied or distributed for any purpose other than
the use intended in this contract or proposal**

CGC, Inc.

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE I

METHOD OF CHARGING AND PAYMENT CONDITIONS

The method of charging for CGC's services ("Services") shall be on a time and materials basis and shall be based on the Schedule of Fees and Charges in effect when the Services are performed. CGC periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify CGC thereof within fifteen (15) days from date of the invoice, give reasons for the objection and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by CGC more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by CGC against Client for invoice amounts not paid, attorneys' fees, court costs and other related expenses shall be paid to the prevailing party by the other party.

Client shall reimburse CGC for any sales, use and value-added taxes which apply to the Services. Client shall reimburse CGC for the amount of such taxes in addition to the compensation due for the Services.

In addition to the above, if payment of CGC invoices is not maintained on a thirty (30) day current basis, CGC may, by ten (10) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

ARTICLE II

CONSTRUCTION PROCEDURES

CGC, except for its own services, shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractor's or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. CGC testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

ARTICLE III

RECOGNITION OF RISK

Client recognizes that environmental, geologic, hydrogeologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CGC, and that the limited data result in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

ARTICLE IV

PROFESSIONAL RESPONSIBILITY

CGC represents that the Services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the Services are performed. No other representations to Client, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise.

ARTICLE V

LIMITATIONS OF LIABILITY

The liability of CGC, its employees, agents and subcontractors (hereinafter for purposes of this Article V referred to collectively as "CGC"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims, relating to the Services or to obligations imposed hereunder (hereinafter, "Client's Claims") shall not exceed in the aggregate:

- (1) the total sum of \$100,000 for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract;
- (2) the total sum of \$1,000,000 for Client's Claims arising out of negligence, or other causes for which CGC has any legal liability, other than as described in (1) above.

In no event shall either CGC or Client be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE VI
INDEMNIFICATION

If any claim is brought against CGC, its employees, agents or subcontractor (hereinafter for purposes of this Article VI referred to collectively as "CGC") and/or Client by a third party relating in any way to the Services, the contribution and indemnification rights and obligations of CGC and Client, subject to the limitations of liability under Article V above, shall be determined as follows:

- (1) if any negligence, breach of contract, or willful misconduct of CGC caused any damage, injury or loss claimed by the third party, then CGC and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors);
- (2) unless CGC was guilty of negligence, breach of contract, or willful misconduct which, in whole or in part, caused the damage, injury or loss asserted in the third party claim, Client shall indemnify CGC against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE VII
INSURANCE

CGC agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; and (2) Comprehensive General and Automobile Liability insurance coverage in the sum of not less than \$1,000,000.

ARTICLE VIII
CLIENT ACTION TO BE TAKEN

Client shall notify CGC of any known, potential or possible health or safety hazards existing on or near the project site upon which the Services are to be or are being performed. If hazardous conditions are discovered during the performance of the Services that are different in type, amount or concentration from those disclosed to CGC prior to commencement of the Services, then, upon notification, Client and CGC shall equitably adjust the Services and compensation. If the parties are unable to agree on the adjustment, the Services shall be terminated and CGC shall be paid for the portion of the Services performed and reasonable termination charges.

Client shall correctly show, on plans to be furnished to CGC, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require CGC to investigate the location of such underground structures, then consistent with the agreed upon scope of such investigation, CGC shall be obligated to perform the investigation in accordance with reasonable standards of care. CGC shall not be responsible for damage to underground structures which occurs despite the use of such care.

Client shall give CGC prompt written notice of any suspended defect in the Services.

ARTICLE IX
FORCE MAJEURE

Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays which cumulatively exceed forty-five (45) days shall, at the option of either party, make the Services subject to termination for convenience or to renegotiation.

ARTICLE X
ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the Services, time schedules are only estimated schedules and are subject to revision unless specifically described as otherwise herein.

ARTICLE XI
ESTIMATED CHARGES AND PAYMENT CONDITIONS

CGC's charges are estimated only and shall not be regarded as "lump sum", "fixed price" or "guaranteed maximum" compensation unless expressly stated as such in writing.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding geothermal analysis to aid in the design of the Public Safety Center.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

While it is a similar activity as the previous agenda item (i.e. - drilling holes in the ground), a geothermal analysis is required if the Village is to pursue a geothermal system to support the HVAC needs of the facility. The Village Board has been clear it wishes to evaluate this type of system for this facility as part of our effort to put forth a sustainable facility to the extent we are able. While the building itself as presented thus far in the plan is sustainable in many ways, there are additional amenities that can be considered. In order to pursue geothermal for the facility, two different studies are needed to determine the feasibility of such a system and if feasible how it should be designed. This is highly specialized work that are presented as sole source purchasing for the services needed. The work is needed though if we are going to pursue geothermal and will be more definitive as to how it could be provided, if at all.

The analysis itself will be conducted by Hammel, Green, and Abrahamson (HGA) and thermal conductivity test will be provided by G.O. Loop which reviews thermal conductivity, soil diffusivity, and earth temperature. The Architect will be present to explain in more detail as needed how this work is done and what it ultimately is needed for.

FINANCIAL/BUDGET IMPACT:

The cost for this work for both proposals is \$24,080. The project will be funded through the Capital Projects Fund as part of the consultant services needed to design the facility.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

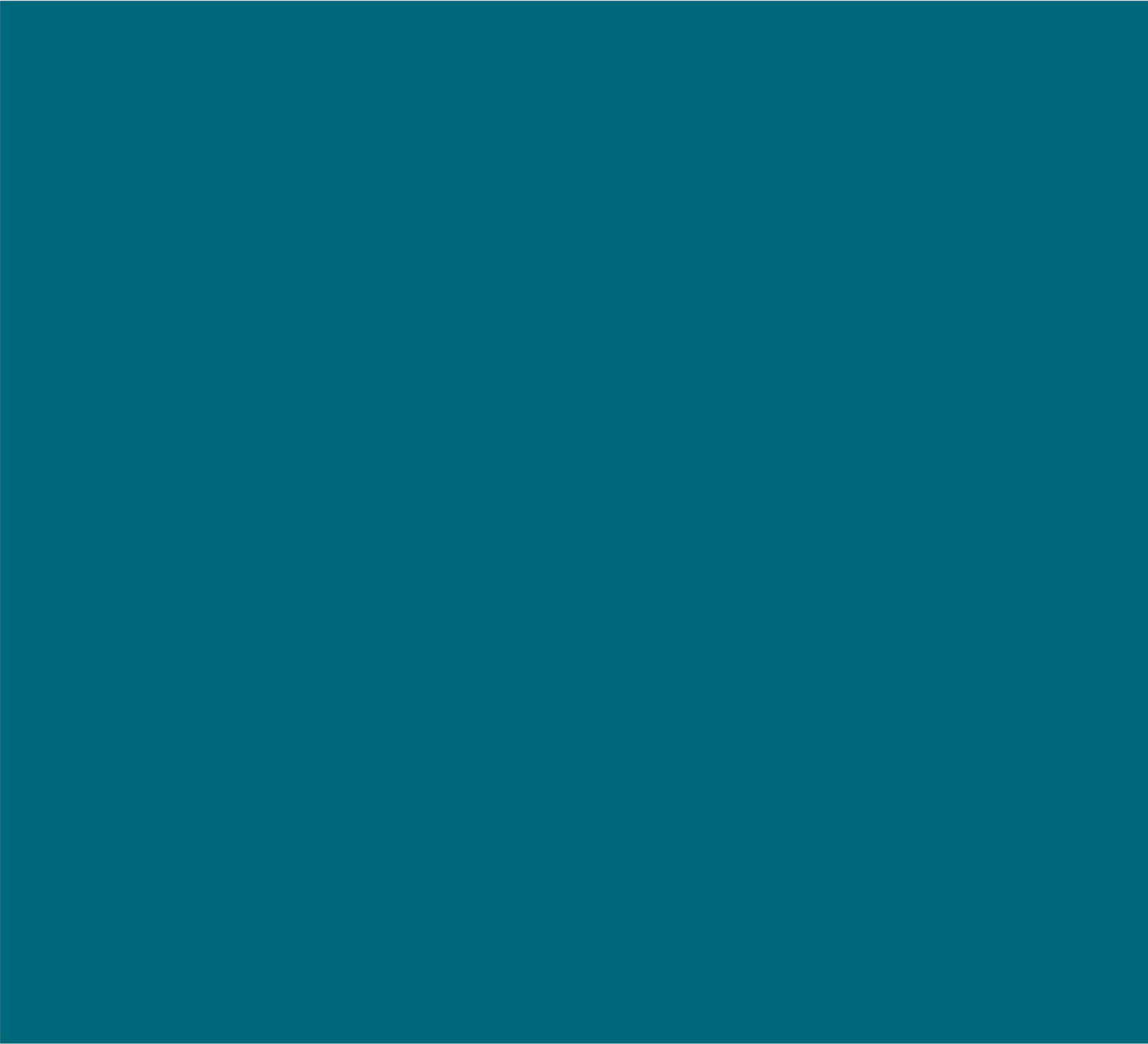
BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



Village Staff recommends acceptance of quotations from HGA and G.O. Loop in the amount of \$24,080 and authorization to enter into agreement for these services subjective to review and approval by the Village Attorney.

ATTACHMENTS:

1. McFarland_Geothermal Analysis Proposal_09-23-20
2. Mcfarland



HGA

PROPOSAL FOR GEOTHERMAL
ANALYSIS – MCFARLAND PUBLIC
SAFETY BUILDING

Manus McDevitt, PE
608.554.5338
MMcDevitt@hga.com

INTRODUCTION

HGA offers to provide geothermal feasibility study services at the proposed site of a new public safety building for the Village of McFarland (the "Client") in McFarland, WI.

The scope of Services, as described in this Proposal, is based on documents provided by, and conversations with, Bray Architects.

The scope is as follows:

- **Coordination of the Drilling of (1) Vertical Test Bore:** This includes the selection of the test bore location and the coordination of the drilling of (1) 406' deep bore based on consultation with the Client's team.
- **Coordination of Formation and Thermal Conductivity Test:** Assistance with execution of (1) thermal conductivity test to determine the predicted thermal performance of the ground.
- **Data Analysis and Preparation of Final Report:** Prepare and present findings from conductivity analysis as well as provide an opinion of first cost for a geothermal field and options for location of the field.

HGA is excited to have this opportunity to offer our services to you and we look forward to working with the Project team.

Geothermal Analysis related to the New Public Safety Building, McFarland, WI

Task	Professional Fee
Geothermal Test Bores Coordination and Data Analysis	
Visit the site and select (by staking out) a location for the geothermal test bore based on consultation with the owner team	
Work with the Client's drilling contractor who will drill one formation test hole up to 406' and perform one 48-hour thermal conductivity test	
Analyze the data from the formation and thermal conductivity test. Prepare a summary report including an opinion of first cost for the geothermal system and options for the location of the geothermal field.	
Presentation of findings to owner team	
Geothermal Testing Coordination and Analysis	\$11,850

Assumptions

- The Client will contract directly with the recommended drilling contractor for the test bore drilling and conductivity testing
- HGA will assist with determining an appropriate location of the test bore
- Project will commence in late October 2020 and is estimated to be complete within four (4) weeks, depending on the schedule of the drilling contractor and weather conditions
- HGA will compile the formation and conductivity information and all other related data and submit a final report to the Client and design team
- HGA will work with Client to obtain access to the site for the drilling equipment

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement"), effective as of the date signed by the Client below, is between Hammel, Green and Abrahamson, Inc. ("HGA") and the Village of McFarland (the "Client").

The scope of services (the "Services") to be provided by HGA under this Agreement is described in the above Proposal. Compensation to HGA for these services will be on a Stipulated Sum basis in the amount of \$11,850

In addition to compensation for the Services, HGA will be reimbursed for its Reimbursable Expenses at 1.05 times their cost to HGA, estimated not to exceed \$100.

This Agreement, the attached Proposal and the attached Terms and Conditions represent the entire and integrated Agreement between the Client and HGA and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and HGA.

Hammel, Green and Abrahamson,
Inc.

Village of McFarland
CLIENT

Manus McDevitt
Signature

CLIENT Signature

09-23-20
Date

Date

Manus McDevitt
Printed Name

Printed Name

Vice President and Principal
Title

Title

TERMS AND CONDITIONS

PROFESSIONAL SERVICES AGREEMENT

September 23rd 2020

Client: Village of McFarland

Project: Geothermal Analysis for New Public Safety Building

- A. Subcontracting:** HGA shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.
- B. Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.
- C. Billings/Payments:** Invoices for services shall be submitted at HGA's option either upon completion of such services or on monthly basis. Invoices shall be due and payable upon receipt of the invoice. If the invoice is not paid within 60 days, HGA may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate the performance of the service. Retainers shall be credited on the final invoice.
- D. Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of HGA. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.
- E. Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.
- F. Force Majeure:** Obligations of either party under this Agreement may be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes,

riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

G. Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of where the Project is located.

H. Ownership & Reuse of Documents: All documents including any drawings, specifications and reports furnished by HGA pursuant to this Agreement are Instruments of Service. HGA and its consultants shall be deemed the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification and/or adaptation by HGA will be at Client's sole risk and without liability of HGA, and Client shall indemnify and hold harmless HGA from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle HGA to further compensation at rates to be agreed upon by Client and HGA.

I. Standard of Care: Services performed by HGA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

The Client agrees that HGA shall be entitled to rely upon the completeness and accuracy of all information provided by the Client to HGA. The Client further agrees that HGA shall not be responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating HGA's recommendations into the reports, drawings or specifications. In addition, the Client agrees to waive all claims against HGA arising from the services performed by others on the Project or from the services to be provided by HGA under this Agreement, except for the sole negligence or willful misconduct of HGA.

- J. Existing Conditions:** When providing services related to existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and easily observed existing conditions. Unless specifically directed in writing by the Client, HGA shall not perform or cause to be performed any destructive testing or open any concealed portions of the building in order to ascertain its actual condition. The Client agrees that HGA shall not be held responsible for any additional Work or costs required to correct any ensuing problems based upon such assumptions and agrees to include a reasonable budget contingency for such changes.
- K. Hazardous Materials:** HGA and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form.
- L. Professional Liability:** Client agrees to limit HGA's liability to Client arising from negligent professional acts, errors, or omissions, such that HGA's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, HGA agrees, upon receipt of Client's written request at the time of accepting HGA's Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 0.5 percent of the total fee or \$500.00, whichever is greater.
- M. Waiver of Consequential Damages:** The Client and HGA shall not be liable to each other for any consequential damages, including loss of use, loss of profit, or cost of financing.
- N. Opinions of Cost:** Since HGA has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but HGA cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.
- O. Indemnification:** The Client shall indemnify and hold harmless HGA and all of its personnel from and against damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone

directly or indirectly employed by the Client (except HGA). HGA shall indemnify and hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, to the extent that any such damage, loss, or expense is caused by the negligent act, omission of the HGA or anyone directly or indirectly employed by HGA (except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and HGA then the responsibility shall lie between the Client and HGA in proportion to their contribution of negligence. In no case shall HGA's liability exceed the limit of liability established under the Professional Liability Section of Agreement.

- P. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and HGA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation as a condition precedent to binding dispute resolution.

The Client and HGA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

If the parties do not resolve the dispute through mediation, the dispute shall be subject to binding arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Procedures.

- Q. Term:** Either party may terminate this Agreement at any time by giving seven (7) days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse HGA for services rendered and costs incurred by HGA prior to the effective date of termination. Any indemnification requirements or limitations of liability wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.
- R. Scope of Services and Fees:** The Scope of Services and fees that have been agreed to between the parties shall be designated in an attachment hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by HGA, they shall be based upon the hourly fee

schedule annually adopted by HGA. These fees will change annually at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

S. Professional Services During Construction: If construction phase services are included in the scope of services, the following provisions shall apply:

- a. Shop Drawing Review:** HGA shall review shop drawing submissions solely for their conformance with HGA's design intent and conformance with information given in the construction documents. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client agrees that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HGA.
- b. Construction Means and Methods:** HGA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures, and safety precautions and programs in connection with the work, all of which are the Contractor's responsibility.
- c. Job Site:** Services performed by HGA during construction will be limited to providing assistance in quality control and to deal with questions by the Client's representative concerning conformance with design intent contained in the drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance or schedule. HGA will not be considered an agent of the Client and will not have authority to direct the Contractor's work or to stop work.
- d. Authority and Responsibility:** HGA does not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

T. Entire Agreement: This Agreement, including attachments specifically made a part hereof by reference, represents the entire and integrated agreement between HGA and the Client and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both HGA and the Client. The pre-printed terms and conditions of any Purchase Order issued for convenience that may be signed by HGA and/or the Client are not an addition or amendment to this Agreement and are of no force and effect. Nothing contained in this Agreement shall cause any third party to be a beneficiary of this Agreement.



HGA

7475 Hubbard Avenue, Suite 201
Middleton, WI 53562

608.554.5333
HGA.COM

.....

W11366 Blanecae Road
Randolph, Wi 53956
920-326-2050 office
920-382-8485 mobile
920-326-2051 fax

G. O. Loop

September 17, 2020

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

Drill a vertical Bore to 400' deep and grout with 1.0 grout

Connect data recorder to 1-1/4" tubing in 400' bore

Perform thermal conductivity test

Provide written report with thermal conductivity, soil diffusivity and earth temperature

Total \$ 12,230.00

Note:
excludes access, egress, spoil haul away, and site restoration, get gps coordinates and pound in stake
at bore location

Submitted by: Gordy Oosterhouse

Accepted by: _____

As required by Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owners land and buildings if not paid. Those entitled to lien rights including the above-signed builder are those contracted directly with the owner or those who give the owner notice within 60 days after furnishing labor or materials for construction. Accordingly owner probably will receive notices from those who furnish labor and materials for the construction and should give a copy of each notice received to mortgage lender if any. Builder agrees to cooperate with the owner and owner's lender if any to see that all potential claimants are duly paid.

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VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Sayer Larson, Parks Superintendent

AGENDA ITEM: Discussion and action regarding the appointment of the Village Forester.

PREVIOUS ACTION:

The Parks, Recreation, and Natural Resources Committee reviewed this appointment at its meeting on September 24, 2020 and recommended approval.

ISSUE SUMMARY:

Section 59-21 of the Village Code of Ordinances provides the duties of the Village Forester. Pursuant to 59-19(4)(d) the Parks, Recreation and Natural Resources Committee is provided the power and duty to make recommendation to the Village Board regarding the selection of the Village Forester and the hiring and retaining of urban forestry contractors to assist with Village Tree Management.

The Village Forester is charged with a variety of duties outlined in the attached ordinance. The reason this item is brought forth for consideration is the Village does not currently have an appointed Village Forester. Many of these duties fall within the duties already performed by the Parks Superintendent. The ordinance also provides the Village Forester additional powers and duties to address trees on both public and private property that are a nuisance or potential safety hazard. The Village from time to time runs into private property disputes between neighbors in which a shared tree has potentially become hazardous. The ordinance clearly provides it is not the duty of the Village Forester to routinely inspect or be responsible for trees on private property, but does provide the authority to intervene when a tree has become hazardous or a nuisance that endangers the public, other trees, or other public improvements. In the event there was concerns regarding a hazardous tree that potentially needed to be removed, it would be done so by the Village Forester with consultation of a certified arborist.

FINANCIAL/BUDGET IMPACT:

None

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:



Village Code of Ordinances Sections 59-21 through 59-33.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended to appoint Village Forester as Parks Superintendent.

ATTACHMENTS:

1. Village Forester - Chapter 59

Sec. 59-21. - Duties of Village Forester.

- (a) In addition to other duties specified in this Article, the Village Forester shall inspect and maintain the inventory list of trees on Village property and inspect trees for health. The Village Forester shall notify landowners of trees hanging over the public right-of-way that require trimming and provide contact information at the UW Extension for residents requiring answers to tree and shrub questions.
- (b) If the Village Forester becomes aware of a potential public nuisance through the normal conduct of Village business or receives a report of a potential public nuisance:
 - (1) The Village Forester may only enter private property in compliance with the following procedure and only if public safety requires intervention. The Village Forester shall first make visual inspection from off the property; second, the Village Forester will inform the property owner in writing of the need for an inspection of a tree or shrub; third, the Village Forester shall gain consent from the property owner; and fourth, the Village Forester shall make an inspection and report to both the property owner and the Parks Manager on the findings. If a property owner refuses entry on their property, the Village Forester may obtain a special inspection warrant pursuant to Wis. Stats. § 66.0119 from the municipal court prior to inspecting the property.
 - (2) In the event of an emergency requiring immediate access to the property, the Village Forester may enter the property after reasonable efforts to contact the property owner.
- (c) The Village Forester or authorized representative may, after making a reasonable attempt to notify the homeowner, enter upon private premises at all reasonable times for the purpose of examining any tree or shrub located upon or over such premises and carrying out any of the provisions of this Article.
- (d) The Village Forester is charged with making the determination of a heritage tree designation. Any tree, grove of trees, shrub or group of trees, growing on public property within the Village limits, which meets any of the following criteria may have the heritage designation.
 - (1) Any tree, grove of trees or shrubs that may have historical significance, including those that were/are:
 - a. Planted as a commemorative;
 - b. Planted during a particularly significant historical era; or
 - c. Marking the spot of an historical event.
 - (2) Any tree, grove of trees or shrubs having horticultural or ecological significance:
 - a. Long-lived species such as oak, hickory and white pine are especially desirable for this designation;
 - b. No species of tree or shrub listed in Section 59-36 may gain the heritage designation;
 - c. A distinctive specimen in size or structure for its species (determined by comparing the tree or shrub to average trees and shrubs of its species in the Village);
 - d. A rare or unusual species for the McFarland area (to be determined by the number of similar trees of the same species within the Village);
 - e. Trees or shrubs providing valuable habitat; or
 - f. Trees or shrubs identified by the Village Board via a Village-wide survey as having significant arboricultural value to the citizens of the Village.
 - (3) For a tree or shrub to meet the heritage tree designation, it must be of sound health and have been tagged by the Village Forester or designated representative as meeting the heritage tree criteria described in this Section, and cannot be a species listed in Section 59-36.

No heritage tree may be removed without written permission from the Village Forester. If a removal permit is granted, the person responsible for its removal may be required to remediate the trees removed by replanting. No replacement is required for removal of dead, diseased, or potentially hazardous heritage trees or those that are listed as nuisance trees in Section 59-36.

(Code 1998, § 6-4-3; Ord. No. 2007-09, § 1(6-4-3), 10-22-2007; Ord. No. 2014-01, § 1, 3-31-2014)

Sec. 59-22. - Interference with the Village Forester prohibited.

No person shall interfere with the Village Forester or the Village Forester's authorized representative while they are engaged in carrying out any work or activities authorized by this Article.

(Code 1998, § 6-4-4; Ord. No. 2007-09, § 1(6-4-4), 10-22-2007)

Sec. 59-23. - Abatement of tree disease and insect nuisances.

- (a) *Insects and pathogens.* The Village Board has determined that there are many trees growing on public and private premises within the Village, the loss of which would substantially depreciate the value of public and private property, impair the use and enjoyment of public and private premises and erode the tax base of the Village, and that the health and life of such trees is threatened by fatal insect infestation and diseases. The Village Board hereby declares its intention to control and prevent the spread of pests and specifically declares oak wilt and the insect vectors of this and other such diseases to be public nuisances. The Village Board also authorizes the Natural Resources Committee to investigate new diseases and nuisances as they come into existence and authorizes said Natural Resources Committee to take actions similar to those described herein for such future diseases and nuisances.
- (b) *Treatment.* When made aware that any tree, shrub or part thereof growing on private property is a public nuisance, or which endangers life, health, safety or public property or which is infested with parasites, insect pests or disease that may spread or disperse to public trees and shrubs, the Village Forester shall notify the owner or agent (in accordance with Section 59-21(c)) that the nuisance must be sprayed, removed or otherwise abated as directed within a reasonable period of time as directed by the Village Forester. If the owner fails to comply with the terms of the notice, the Village Forester may perform the necessary remediation and charge the cost thereof to the owner. If the owner fails to pay the cost within 30 days thereof, the Village may place the unpaid amount on the tax roll as a special charge pursuant to Wis. Stats. § 66.0627.
- (c) *Abatement of nuisances with public and private trees; duty of Village Forester.*
 - (1) The Village Forester shall order, direct, supervise and control the abatement of public nuisances as defined in Section 59-20 by spraying, removing, burning, quarantining, trenching to sever root grafts or by other means the Village Forester determines to be necessary to prevent as fully as possible the spread of any deleterious or fatal tree disease or insect pest or the vectors known to carry such diseases. The Village Forester shall provide advance notification to adjacent property owners if trees are to be sprayed.
 - (2) Whenever the Village Forester, after inspection or examination shall determine that a public nuisance as herein defined exists on public property in the Village, the Village Forester shall immediately abate or cause the abatement of such nuisance in such manner as to destroy or prevent as fully as possible the spread of any deleterious or fatal tree disease or insect pest or vectors known to carry such disease pathogens.
 - (3) Whenever the Village Forester shall find, on examination, or is otherwise made aware, that any tree or shrub or part thereof growing or located upon private property is a public nuisance as defined in Section 59-20, or which endangers the life, health, safety, or public property, or which is infested with parasites, insect pests or disease that may spread or disperse to public trees and shrubs, the Village Forester shall notify the owner or agent, by personal service or certified mail, that the nuisance must be sprayed, removed, or otherwise abated as directed in the notice within a reasonable period of time as determined by the Village Forester unless the Village Forester shall determine that immediate correction or removal is necessary for public safety. If the

owner of such property or agent thereof shall refuse or neglect to comply with the notice, the Village Forester shall cause the nuisance to be abated and shall report the expense thereof to the Village Clerk who shall enter it as a special charge against the property under Wis. Stats. § 66.0627 upon which the tree or shrub is located.

- (d) *Oak wilt prevention.* The Village Board has determined that the health of oak trees within the Village limits is threatened by the fatal disease known as oak wilt. The loss of oak trees growing on private and public property substantially depreciates the value of property within the Village and impairs the safety, general welfare and convenience of the public. It is in the public interest for protection of public and private property to control the spread of oak wilt fungus. The spread of oak wilt fungus is believed to be increased by the cutting and pruning of oak trees between April 1 and October 1 of each year. Accordingly, the Village Board hereby declares oak wilt as a public nuisance.
- (e) *Oak wilt management.*
- (1) Whereas the Village Board recognizes that oak wilt is spread more readily from tree to tree during the spring and summer months than during other times of the year, the Village Board hereby declares its intention to help control the spread of this disease by regulating work on these tree species during this sensitive period.
 - (2) No removal, pruning or maintenance of any oak tree shall be conducted annually between the dates of March 1 to November 1 without written permission from the Village Forester.
 - a. The Village Forester may grant an exemption in cases where pruning or removal is necessary to abate an imminent and immediate hazard or in cases of storm-damaged trees.
 - b. The Village Forester may grant an exemption for public utilities; however, such an exemption shall be stipulated within the work permit issued by the Village to the utility as described in Section 59-24.

In the case of any exemption, all possible precautions shall be exercised in order to limit the infection of these trees, including the application of a sterile wound dressing/paint to pruning wounds created during this time. Such wound dressing should be applied at the time pruning occurs.
- (f) *Stump removal.* After the removal of any public tree or shrub, the Village Forester may cause the removal of such public tree or shrub's stump at the Village's expense. If a private tree or shrub is removed for the purpose of abating a public nuisance and at the order of the Village Forester, the Village Forester may also cause the removal of such private tree or shrub's stump if its presence also poses a public nuisance as defined in Section 59-20 and the expense shall be charged to the property pursuant to Wis. Stats. § 66.0627.

(Code 1998, § 6-4-5; Ord. No. 2007-09, § 1(6-4-5), 10-22-2007)

Sec. 59-24. - Permit for planting, maintenance and removal of trees and shrubs.

- (a) *Permit required.* No person, except upon order of the Village Forester, shall plant, transplant, move, spray, brace, trim, remove, or perform major pruning as determined by the Village Forester on a tree or shrub in the public right-of-way terrace area or cause such act to be done by others without first obtaining a written permit for such work from the Village Forester as herein provided. The applicant shall comply with the planting standards of Section 59-25. The fee for the permit shall be as established by the Village Board from time to time and provided in Appendix A to this Code.
- (b) *Permit exemptions.* No permit shall be required to cultivate, fertilize or water trees or shrubs or for work by Village personnel on park properties. No permit is necessary to plant trees inside the property line.
- (c) *Permit requirements and conditions.*
 - (1) If the Village Forester determines that the proposed work or planting described in an application for a permit is necessary and in accord with the purposes of this Article, taking into account the safety, health and welfare of the public, location of utilities, public sidewalk, driveways and street lights, general character of the area in which the tree or shrub is located or proposed to be located, type of soil, characteristics and physiological

- need of the genus, species and variety of tree or shrub, the Village Forester shall issue a permit to the applicant. Trees may be planted in the terrace area, but any damage to streets and sidewalks caused by such trees shall be at the cost of the adjacent property owner.
- (2) As a condition of granting any permit to remove a public tree or shrub, the Village Forester may require that the permittee replace the one removed; and no permittee under such a conditional permit shall fail, refuse, or neglect to plant trees or shrubs of the type, size, and in the location specified in the permit.
 - (3) As a condition of granting any permit to maintain a public tree or shrub, the Village Forester may require the work to be performed by a certified arborist according to the most current version of the American National Standards Institute's A300 Standards for Pruning and for Cabling and Bracing (see Public Works Department for more information).
- (d) *Permit form; expiration; inspection.* Every permit shall be issued by the Village Forester on a standard form and shall include a description of the work to be done and shall specify the genus, species and variety, size, nursery grade and location of trees or shrubs to be planted, if any. Any work under such permit must be performed in strict accordance with the terms thereof and the provisions of this Article. Permits issued under this Section shall expire three months after date of issuance. There will be no charge for this permit.
- (e) *Permits to public utilities.*
- (1) Whenever a permit is issued under this Section to a public utility to remove, trim, prune, cut, disturb, alter or perform surgery on any public tree or shrub, the Village Forester shall limit the work to be done to the actual necessities of the utility and may assign an inspector to supervise the work done under the provisions of the permit. The expense of such inspection or supervision shall be charged to the utility at the usual Village rate.
 - (2) A public utility may secure an annual working agreement with the Village Forester's office that gives the Village Forester the authorization to supervise and direct work associated with trees and shrubs.

(Code 1998, § 6-4-6; Ord. No. 2007-09, § 1(6-4-6), 10-22-2007)

Sec. 59-25. - Planting of trees and shrubs.

- (a) *Purpose.* The Village Board hereby states its determination that the planting, care and protection of the trees within the Village is desirable for the purposes of beauty, shade, comfort, noise abatement and economic betterment, and hereby encourages all persons to assist in a program of tree planting, care and protection.
- (b) *Tree planting program.* The Village shall require a diversification of tree species. The Natural Resources Committee shall designate the types of trees to be planted in the planting of public trees. On newly opened streets, the Natural Resources Committee may designate the size, type, or types of trees or shrubs and the manner in which they shall be planted, using the Village of McFarland Landscaping Standards. Developers shall provide a copy of the planting plan to the Village Forester identifying the species to be planted.
- (c) *Planting standards.*
 - (1) The size, genus, species, variety and nursery grade of trees and shrubs to be planted in public areas and boulevards and the manner of planting shall be submitted to the Village Forester for approval before commencement of such work.
 - (2) The following provisions shall apply:
 - a. All new street trees must be selected from a list of approved trees compiled by the Natural Resources Committee and described within Section 59-35. New trees must be single stemmed with a minimum trunk diameter of one and one-half inches measured at six inches above ground level.
 - b. The tree shall be planted in accordance with the planting specifications given in Section 59-34.
 - c. The tree shall be kept well watered and mulched in accordance with the young tree maintenance specification given in Section 59-34.

- d. The good health of all trees planted hereunder shall be guaranteed for two years by the developer, after which shall become the property of the Village.
- (3) On newly opened streets, curbs and sidewalks must be installed prior to street tree planting. Distance between the face of the curb and the outer edge of the sidewalk must be at least five feet. Trees must be planted half way between the sidewalk and curb unless underground utilities prevent such planting. No tree shall be planted closer than two feet from the curb.
- (4) Due to the complexities of determining tree placement, exact planting locations shall be selected and staked by the Village Forester prior to planting. Trees may not be planted closer than:
 - a. Twenty-five feet to a utility or street lighting pole for large and medium growing species and 15 feet for small growing species (see Section 59-35 for species description).
 - b. Fifteen feet to a driveway or alley.
 - c. Six feet to a fire hydrant, water stop box or gas shut-off. If possible, allow more distance than six feet.
 - d. Twenty-five feet to the intersection of two streets from either corner measured on the property line.
 - e. Fifty feet between large and medium growing tree species and 25 feet between small growing tree species (see Section 59-35).
 - f. Trees and shrubs located within 15 feet of overhead utility wires shall be limited to those with a mature height that is at least five feet less than the height of the wires.
- (5) New street trees shall not be planted over an existing tree stump within two years of removal unless the previous tree's stump has previously been removed to a depth of four feet.
- (6) The property owner has the responsibility to locate underground utilities before digging.
- (7) Only Village-approved, small-growing trees (see Section 59-35 for species description) may be planted where there are overhead utility wires.
- (8) Evergreen trees shall not be planted in a terrace area.
- (9) It shall be unlawful to plant or maintain shrubbery, ground cover or other plants not considered to be a deciduous leaf tree within terrace areas whose growth is in excess of 18—24 inches in height above the top of the nearest curb.
- (d) *Improperly planted trees.* Trees, plants or shrubs planted within any terrace or planting easement without the authorization and approval of the Village Forester may be removed. The Village Forester shall notify the abutting owner in writing, listing the improperly planted trees, plants or shrubs, ordering their removal, and establishing a reasonable time within which such removal shall be accomplished. In the event that removal is not to be accomplished within the time specified, the Village may remove such trees, plants or shrubs and charge the costs thereof to the owner pursuant to Wis. Stats. § 66.0627.
- (e) *Mulching or framing.* Any person, adjacent to whose land any shade or ornamental tree or shrub is growing in any street, may, for the purpose of protecting such tree or shrub, cover the soil surface beneath a tree's crown with mulch and/or surround the same with a box or frame suitable for protection, but all such work shall be performed under the supervision and direction of the Village Forester.
- (f) *Approved street trees.* A list of tree types that are approved for planting within Village terraces, including tree genus, species and variety, can be found in Section 59-35.
- (g) *Prohibited trees and shrubs.* Various types of trees and shrubs are inappropriate for planting within Village terraces due to their poor structure and/or fruiting characteristics (see Section 59-36). The planting of these tree and shrub species within terrace areas is prohibited.
- (h) *Certification.* Following the completion of all plantings of trees in accordance with a landscaping plan by a developer, the developer shall request that the building inspector certify that all plantings have been completed in accordance with the approved landscaping plan. In the event that the plantings are not in compliance with the

approved landscaping plan, the building inspector shall specify the necessary additional plantings or revisions of the plan that are necessary in order to comply with the approved landscaping plan. Any security required for the landscaping plan shall not be released by the Village until the building inspector has certified compliance with the approved landscaping plan.

(Code 1998, § 6-4-7; Ord. No. 2007-09, § 1(6-4-7), 10-22-2007; Ord. No. 2010-14, §§ 1—3, 6-28-2010; Ord. No. 2011-06, § 2, 5-23-2011)

Sec. 59-26. - Trimming.

- (a) Trees and shrubs standing in or upon any public right-of-way between the lot line and the curb or ledge of the improved street or upon any private premises adjacent to any public street, right-of-way, park, playground, or place shall be kept trimmed by the owner of the premises upon or in front of which such trees or shrubs are standing so that the lowest branches projecting over the public street or right-of-way provide a clearance of not less than 13½ feet and over all other public places of not less than ten feet. The Village Forester may waive the provisions of this Section for newly planted trees if the Village Forester determines that they do not interfere with public travel, obstruct the light of any street light, or endanger public safety. Further exemptions may be granted for shade trees located in Village Parks.
- (b) The Village Forester may determine the necessity of such pruning.
- (c) Clearance from sidewalk to lower branches shall not be less than ten feet. All trees standing upon private property in the Village, the branches of which extend over the line of the street, shall be trimmed so that no branch shall grow or hang over the line of the sidewalk lower than ten feet above the level of the sidewalk. No tree shall be permitted to grow in such a manner as to obstruct the proper diffusion of light from any public street light.
- (d) Trimming or pruning of more than one-quarter of the crown shall be considered to be major pruning and shall require a permit from the Village Forester.

(Code 1998, § 6-4-8; Ord. No. 2007-09, § 1(6-4-8), 10-22-2007)

Sec. 59-27. - Trees and shrubbery obstructing view at intersection or view of traffic signs.

- (a) Notwithstanding any other provision of this Article, no person shall maintain, plant or permit to remain on any private or public premises situated at the intersection of two or more streets or alleys in the Village any hedge, tree, shrub or other growth that may obstruct the view of the operator of any motor vehicle or pedestrian approaching such intersection.
- (b) It is unlawful for any person to plant, cause to grow, allow to grow or maintain any trees, bushes, shrubbery or vegetation of any kind that is an obstruction to the clear and complete vision of any traffic sign or driveway approach to a street in the Village. It shall be the duty of every owner of such tree, bush, shrubbery or vegetation to remove such obstruction.
- (c) In the case of corner lots, no vegetation shall be grown or permitted to grow between the heights of three feet and ten feet above the curb level or its equivalent within the triangular space formed by two intersecting street lines or their projections and the line joining points on such street lines located a minimum of 25 feet from the street intersection in order to provide adequate vehicular vision clearance.
- (d) Any shrub, tree or other plant that obstructs the view at an intersection or the view of a traffic sign shall be deemed to be dangerous to public travel and the Village Forester may order, by written notice, the owner or occupant of any private place or premises on which there stands a tree or shrub that unreasonably interferes with or encroaches upon the street or sidewalk, to take such steps as are necessary to remove such interference. If such owner or occupant fails, within ten days of receipt of notice, to take such necessary steps, the Village Forester and/or Director

of Public Works shall order Village employees to remove the interference. The cost of removing the interference shall be levied and collected as a special charge upon the property pursuant to Wis. Stats. § 66.0627 upon which or in front of which such tree or shrub stands.

- (e) Any person who is an owner, occupant, firm or corporation failing to obey the written notice of the Village Forester as specified in Subsection (d) of this Section shall, upon conviction thereof, be subject to a forfeiture as established in Section 1-16.

(Code 1998, § 6-4-9; Ord. No. 2007-09, § 1(6-4-9), 10-22-2007)

Sec. 59-28. - Topping.

- (a) *Injurious pruning.* The Village has determined that there are many trees growing on public and private premises within the Village, the improper pruning of which would pose future hazard to the safety of public and the long-term health of the tree. The Village also recognizes that the practice of topping trees, formerly a popular method for reducing tree height, can lead to dangerous regrowth of weakly attached stems and development of crown decay that would pose a potential hazard by weakening the tree.
- (b) *Prohibitions.*
 - (1) No person shall utilize topping techniques on a tree located on Village property or in the public right-of-way terrace area or cause such act to be done by others.
 - (2) No person shall utilize topping techniques on a tree on private property or cause such act to be done by others where such a tree would pose a future danger to adjacent Village or private property or the life, health, safety or welfare of persons located thereon.
 - (3) The Village Forester may grant exemptions to these prohibitions for any tree that constitutes a hazard and may also grant possible exemptions, on a case by case basis, for pruning near overhead utilities.

(Code 1998, § 6-4-10; Ord. No. 2007-09, § 1(6-4-10), 10-22-2007)

Sec. 59-29. - Removal of trees and stumps.

- (a) *Dangerous, obstructive and infected trees.* In the normal course of business, it is not the duty of the Village Forester to routinely inspect or be responsible for trees on private property. Any tree or part thereof, whether alive or dead, which the Village Forester shall find to be infected, hazardous or a nuisance so as to endanger the public or other trees, plants or shrubs growing within the Village, or to be injurious to sewers, sidewalks or other public improvements whether growing upon public or private premises, shall be removed, trimmed or treated by the owner of the property upon or adjacent to which such tree or part thereof is located. The Village Forester shall give written notice to said owner to remedy the situation, which shall be served personally or posted upon the affected tree. Such notice shall specify a reasonable period of time within which the action must be taken as determined by the Village Forester on the basis of the seriousness of the condition of the tree or danger to the public. If the owner shall fail to remove, treat or trim said tree within the time limit, the Village Forester shall cause the tree to be removed, treated or trimmed and shall thereupon enter such cost as a special charge against the property pursuant to Wis. Stats. § 66.0627.
- (b) *Removal standards.* In cutting down trees located in public and terrace areas, the tree must be removed with the stump and emergent roots grubbed out, or ground out to a depth of at least nine inches below grade measured in a straight line with the normal grade of sidewalk to top of nine inches below grade measured as a straight line, normal grade of sidewalk to top of curb. All wood and debris must be removed from the street prior to the end of each working day and all holes shall be filled to normal grade level with topsoil. Backfilling should be done by the end of the workday in which the stump is removed. If it is not possible to fill in the hole by the end of the workday, the hole should be staked-off and marked with high visibility paint or flagging to avert accidents.

- (c) *Private removal.* No person, firm, organization or corporation shall plant, injure, trim, remove or destroy any tree or shrub located in or upon any public place, until a permit shall have been issued by the Village Forester. Such permit shall be issued when the removal, trimming or cutting of the tree or shrub is necessary, as determined by the Village Forester, because of a public nuisance and/or location, or its location is such that substantial detriment is done to the property upon which the tree or shrub stands, or property abutting the same. Such permit shall expressly state the premises upon which the tree or shrub is located and the location of the tree thereon. The Village Forester may require submission of professional credentials and evidence of adequate liability insurance coverage.
- (d) *Tree preservation.* In the development of commercial property involving previously undeveloped land, the developer will, as part of its development plan identify which trees are to be removed to install the infrastructure for the development. The developer will also provide a plan specifying methods of protecting trees not approved for removal. The developer must ensure that protective structures shall remain in place until on-site construction is complete. The Village Forester, shall review and recommend a tree preservation plan to the Plan Commission. In the development of a new Subdivision involving previously undeveloped land, the developer, as part of the Preliminary Plat, will identify which trees are to be removed to install infrastructure for the development. The developer will also provide a plan specifying methods of protecting trees not approved for removal. The developer must ensure that protective structures shall remain in place until on-site construction is complete. The Natural Resources Committee, after consultation with the Village Forester, shall review and approve a Preliminary Plat tree preservation plan to the Plan Commission.

(Code 1998, § 6-4-11; Ord. No. 2007-09, § 1(6-4-11), 10-22-2007)

Sec. 59-30. - Prohibited acts.

- (a) *Damage to municipal trees.* No person shall, without written permits from Village Forester in the case of a terrace-area tree, public tree or shrub, perform or cause to be performed by others any of the following acts:
- (1) Secure, fasten or run any rope, wire sign, electrical installation or other device or material to, around or through a tree or shrub.
 - (2) Break, injure, mutilate, deface, kill or destroy any tree or shrub or permit any fire to burn where it will injure any tree or shrub.
 - (3) Damage tree roots, through compaction or excavation of the soil, so extensively so as destabilize, make hazardous, damage the health of or necessitate the removal of such a tree.
 - (4) Permit any toxic chemical, gas, smoke, oil or other injurious substance to seep, drain or be emptied upon or about any tree or shrub.
 - (5) Deposit, place or store upon any public place of the Village any stone, brick, dirt, soil, concrete or other materials that may impede the free passage of water, air or nutrients to the roots of any tree on said property, except by written permit by the Village Forester.
 - (6) Remove any guard, stake or other device or material intended for the protection of a public tree or shrub, or close or obstruct any open space about the base of a public tree or shrub designed to permit access of air, water and fertilizer.
 - (7) Attach any sign, poster, notice or other object on any tree, or fasten any guy wire, cable, rope, nails, screws or other device to any tree; except that the Village may tie temporary "no parking" signs to trees when necessary in conjunction with street improvement work, tree maintenance work or parades.
 - (8) Erect, alter, repair or demolish any building or structure without placing suitable guards around all nearby public trees or shrubs that may be injured by such operations.
- (b) *Excavations and operation of heavy equipment near public trees.* No person shall excavate any ditches, tunnels or trenches, drive vehicles, or install pavement within a radius of 15 feet of the outer limit of the canopy of any public

tree without a permit from the Village Forester. All trees on any parkway or other publicly owned property near any excavation or construction of any building structure or street work shall be sufficiently guarded and protected by those responsible for such work as to prevent any injury to said trees. No person shall excavate any ditches, tunnels or trenches, or install pavement within a radius of 15 feet from any public tree without a permit from the Village Forester. Any publicly owned trees near any excavation site or site of construction of any building, structure, or street work, shall be guarded with a substantial fence not less than four feet high and eight feet square with the protected tree sited in the center of said fence; or at a distance in feet from the tree equal to the diameter of the trunk in inches at breast height, whichever is greater.

- (1) The Village Forester may grant an exemption to any public utility corporation to augur under a public tree or shrub and excavate within five feet of any public tree or shrub, but such public utility shall be liable for any injury or damage caused to any public tree or shrub, and if any public tree or shrub is permanently damaged due to the acts of a public utility corporation, it shall be removed, including the stump, and shall be replaced by a tree at least ten feet tall, or as otherwise approved by the Village Forester, all at the expense of the utility.
- (2) The Village Forester may grant an exemption to municipal employees performing their assigned duties and using all due diligence. Utility companies may apply for a written exemption after the fact in the event of responding to an emergency.

(Code 1998, § 6-4-12; Ord. No. 2007-09, § 1(6-4-12), 10-22-2007)

Sec. 59-31. - Penalties.

- (a) Any person violating any provision of this Chapter or failing to comply with any order issued pursuant to the provisions of the Chapter shall be subject to a forfeiture pursuant to Section 1-16.
- (b) Any person who damages or destroys any tree or shrub located in a public area or Village right-of-way shall be liable for the cost of repairing the damage or replacing the tree or shrub of comparable age and similar species and diameter at breast height up to ten inches in diameter. The parents or parent of any unemancipated minor child who damages or destroys any tree or shrub in a public area or Village right-of-way may also be held liable.

(Code 1998, § 6-4-13; Ord. No. 2007-09, § 1(6-4-13), 10-22-2007)

Sec. 59-32. - Appeal from determinations or orders.

Any person who receives a determination or order under this Chapter from the Village Forester and objects to all or any part thereof shall have the right to appeal such determination or order, subject to the provisions of Chapter 2, Article XI, and Wis. Stats. Ch. 68, to the Village Board within seven days of receipt of the order and the Village Board shall hear such appeal within 30 days of receipt of written notice of the appeal. After such hearing, the Village Board may reverse, affirm or modify the order or determination appealed from and the grounds for its decision shall be stated in writing. The Village Board shall, by letter, notify the party appealing the order or determination of its decision within ten days after the hearing has been concluded. The Village Board shall file its written decision with the Village Clerk.

(Code 1998, § 6-4-14; Ord. No. 2007-09, § 1(6-4-14), 10-22-2007)

Sec. 59-33. - Adoption of Wisconsin Statutes.

Wis. Stats. §§ 27.09, 86.03, and 86.04, are hereby adopted and incorporated herein by reference.

(Code 1998, § 6-4-15; Ord. No. 2007-09, § 1(6-4-15), 10-22-2007)

State Law reference— City forester, duties; tree planting, Wis. Stats. § 27.09; trees adjacent to highways, Wis. Stats. § 86.03.



PLAN COMMISSION SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding a Condominium Plat and Declaration from CF Investments, LLC, for the property located at Lots 57 & 58 Prairie Place Subdivision creating The Condos at Prairie Place, consisting of 30 residential units.

PREVIOUS ACTION:

ISSUE SUMMARY:

In addition to approval of a Conditional Use Permit and Site/Design Review Permit from the Plan Commission, the Developer is also seeking approval of a condominium plat for the proposed development. Condominium Plats are reviewed and recommended by the Plan Commission to the Village Board for approval. In addition, after local review, the Developer is required to obtain approval of the Condominium from Dane County. The Village Attorney has reviewed the condo plat declaration and provided comments attached in the packet. In addition, staff recommends the following:

- On the plat, the name of the condo should match exactly with the name used in the declaration.
- On the first page of the plat, the building on Lot 58 should be identified by unit numbers.
- Note 2 on the plat, indicates that parking stalls are LCEs belonging to the unit to which they are appurtenant. The declaration does not state which units they are appurtenant to. Section 4.03(b) relies on the plat to determine whether a parking space is an LCE or not, so one or the other should be modified.
- Addressing consistency between saying "Common Areas" (which by the terms of the Declaration include LCEs" and saying "Common Areas and Limited Common Areas" implying that the latter are not included in the former.)
- Designating the internal drive as a private road or building addressing purposes; provide private road signage names at each driveway entrance to Holscher Road. This will help facilitate commercial and emergency service address identification.

A recommendation to approve the condominium plat and association declaration is premised on prior review and approval of the Conditional Use Permit and Site/Design Review Permit by the Plan Commission.

FINANCIAL/BUDGET IMPACT:



VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Sec. 56-8, Condominium Developments

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Plan Commission unanimously recommended to the Village Board approval of the Condominium Plat and Declaration for the property located at Lots 57 & 58 Prairie Place Subdivision creating The Condos at Prairie Place, consisting of 30 residential units, conditioned on submittal of a final Condominium Plat and Declaration to the Community Development Department addressing the following conditions of approval:

- Addressing recommended revisions to the Declaration of Condominium as identified by the Village Attorney in the copy dated September 8, 2020, as attached in the packet.
- On the plat, the name of the condo should match exactly with the name used in the declaration.
- On the first page of the plat, the building on Lot 58 should be identified by unit numbers.
- Note 2 on the plat, indicates that parking stalls are LCEs belonging to the unit to which they are appurtenant. The declaration does not state which units they are appurtenant to. Section 4.03(b) relies on the plat to determine whether a parking space is an LCE or not, so one or the other should be modified.
- Addressing consistency between saying "Common Areas" (which by the terms of the Declaration include LCEs" and saying "Common Areas and Limited Common Areas" implying that the latter are not included in the former.)
- Designating the internal drive as a private road or building addressing purposes; provide private road signage names at each driveway entrance to Holscher Road.

ATTACHMENTS:

1. 9.21.20 - Lot 57 & 58 Prairie Place (CF Investments) - Condominium Plat
2. 9.21.20 - Lot 57 & 58 (CF Investments) - Declaration of Condominium
3. Village Attorney Review_ Lot 57 and 58 - Declaration of Condominium_09.08.2020
4. Sec. 56-8 Condominium Developments

**Village of McFarland
Community Development Department**

Plan Commission Application – 2020

~Application must be completed in full~

Applicant - Owner	CF Investments, LLC/Craig Frank	Applicant's Agent	Same
		Name	
Address	3636 Skytop Rd, McFarland, WI 53558	Address	
Email	cfbuid@yahoo.com	Email	
Phone #	608 576-4309	Phone #	
Fax #		Fax #	

Parcel No(s). 061002126171 & 061002126281___ Type of Proposal - Please check boxes below that apply

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	\$500+AF	☒ Conditional Use	\$370+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	\$500+BF	☐ Rezoning (map)	\$405+	☐ Dev. Agreement Including Addendums	\$400 F
☐ Certified Survey Map	\$300+FG	☐ Zoning Amendment (text)	\$405 +F	☐ Final Plat	\$500 +CF
☒ Condominium	\$300+EF	☐ Variance-Board of Zoning Appeals	\$380+F	☐ Final Plat (reapplication)	\$400 +DF
☐ Comprehensive Plan Amendment	\$500+F			☒ 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, current zoning and description of proposal. (Attach additional paper if needed)

See attached

What action is the applicant requesting of the Plan Commission?

R3 Conditional Use, Condo Plat and Site/Design approval for 30 unit residential project described in application.

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.)

Proposal has been discussed at the May 18th and June 15th meetings

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

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. **Six (6) Copies** of all materials, **one (1) copy must be 8 ½ x 11, five (5) copies to be 11 x 17 and one (1) electronic copy** (*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 2020 Schedule

*Submittal Deadline Noon on:

For Scheduled 2020 Meeting date of:

December 12 (2019) -----January Tuesday Jan. 21

January 7-----February 17

February 11-----March 16

March 10-----April 20

April 7-----May 18

May 12 -----June 15

June 9 -----July 20

July 7 -----August 17

August 11 -----September 21

September 8 -----October 19

October 6 -----November 16

November 3 -----December 21 (Pending)

December 8----- (Pending) Tuesday, Jan. 19, 2021

* Submittal deadline: No exceptions are given for above deadlines

- 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. Materials submitted for review after the submittal deadline date, or incomplete submittals, will be held over until the next scheduled meeting.
- I understand 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. In addition, all application fees are non-refundable.

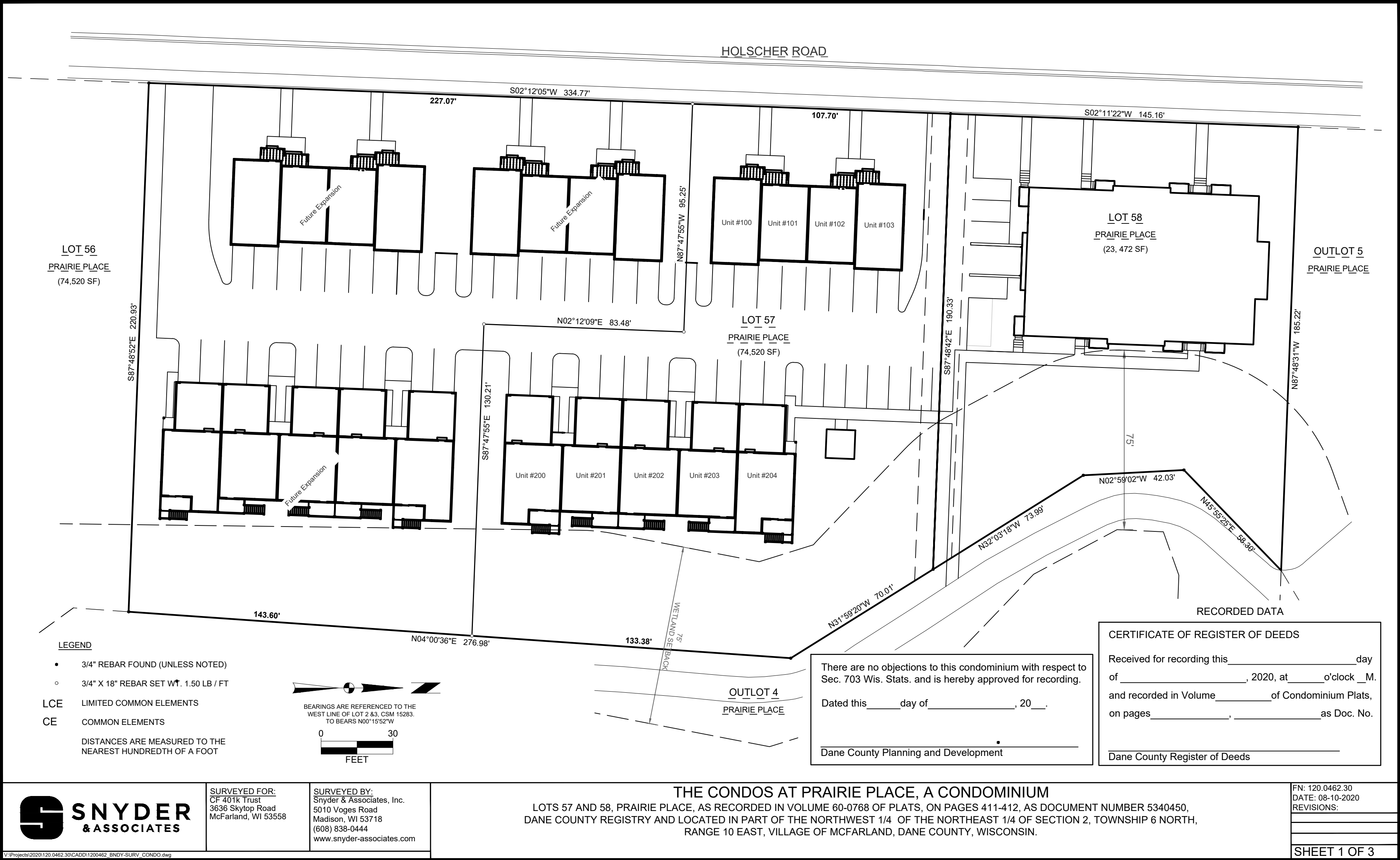
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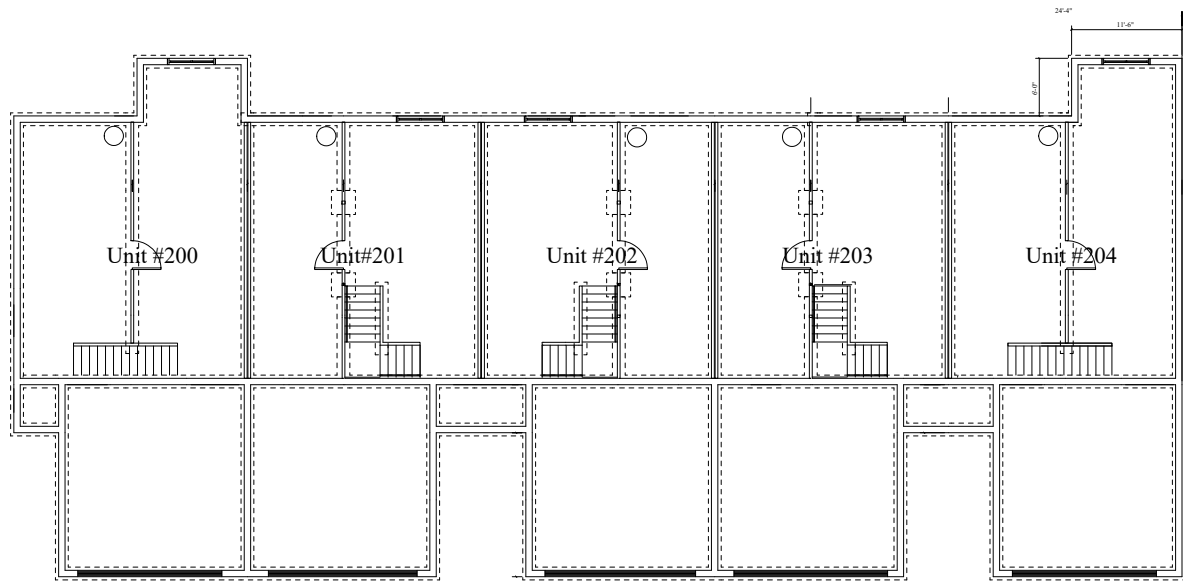
Praythorn

Signature of Applicant/Agent

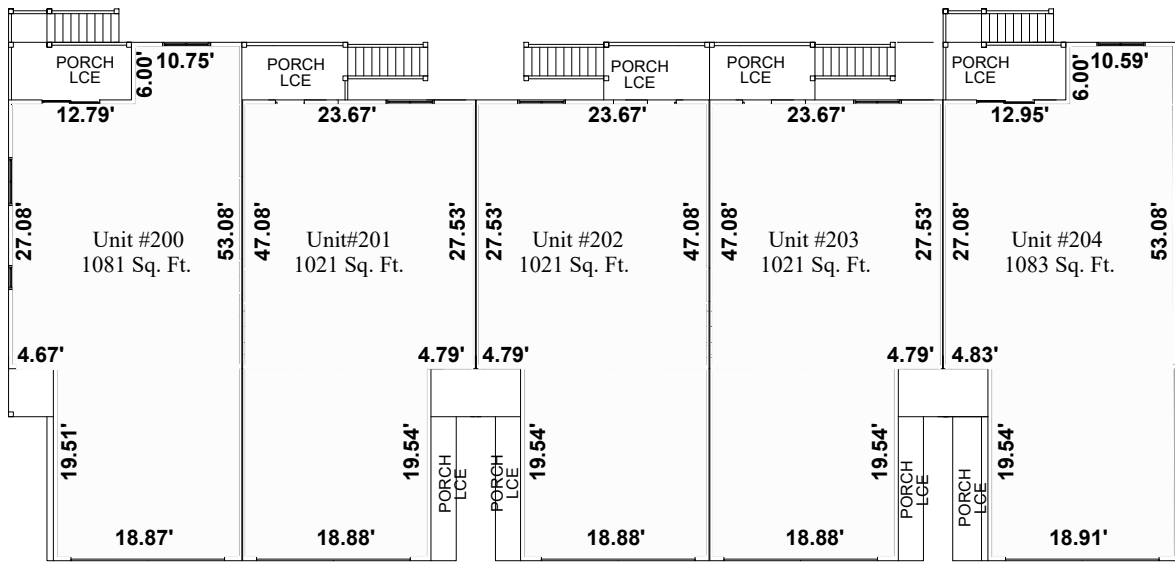
08/10/2020

Date

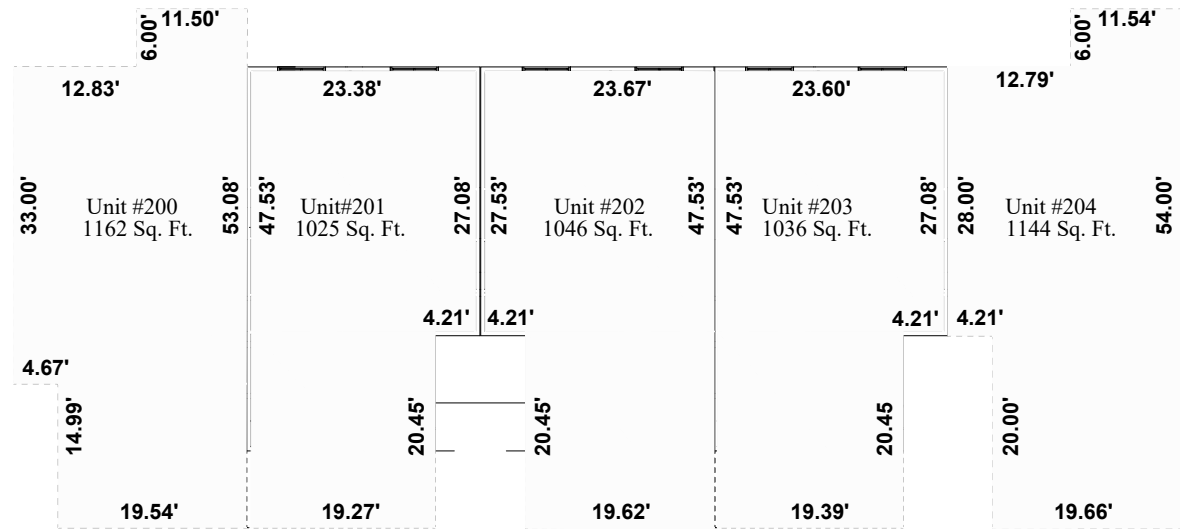
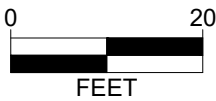




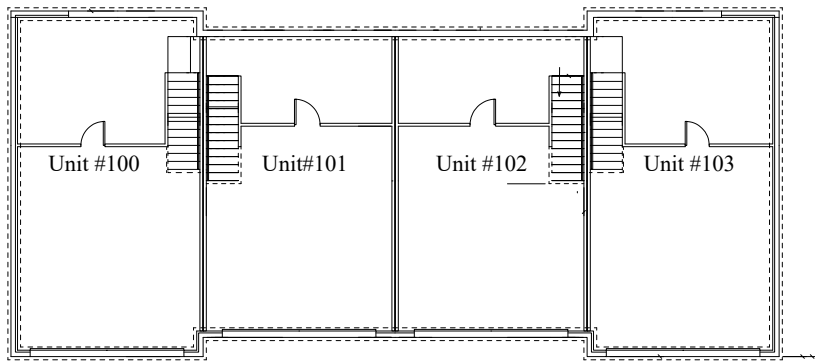
BASEMENT LEVEL DIAGRAM



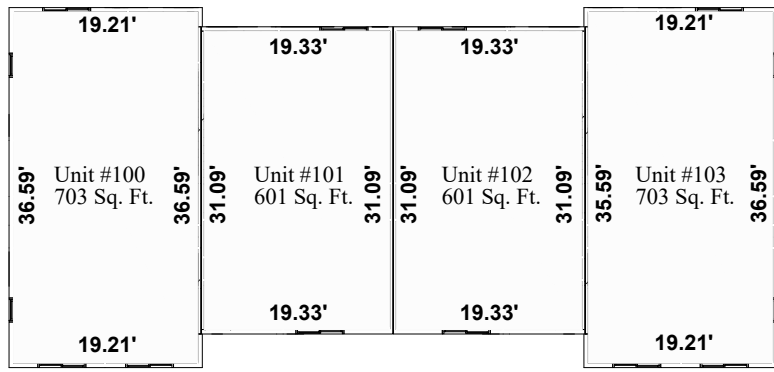
FIRST FLOOR DIAGRAM



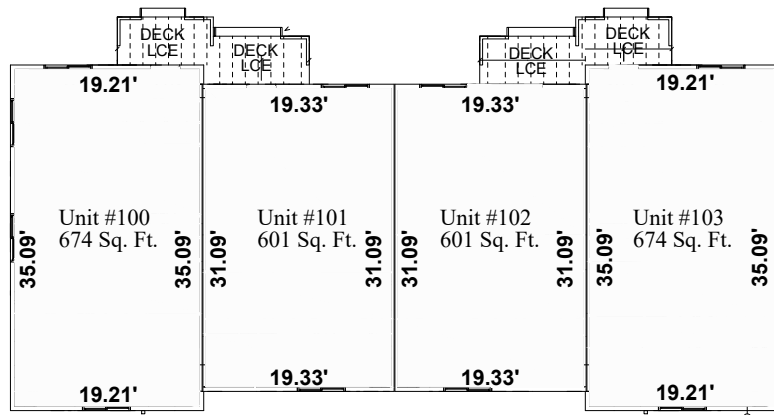
SECOND FLOOR DIAGRAM



BASEMENT LEVEL DIAGRAM



FIRST FLOOR DIAGRAM



SECOND FLOOR DIAGRAM



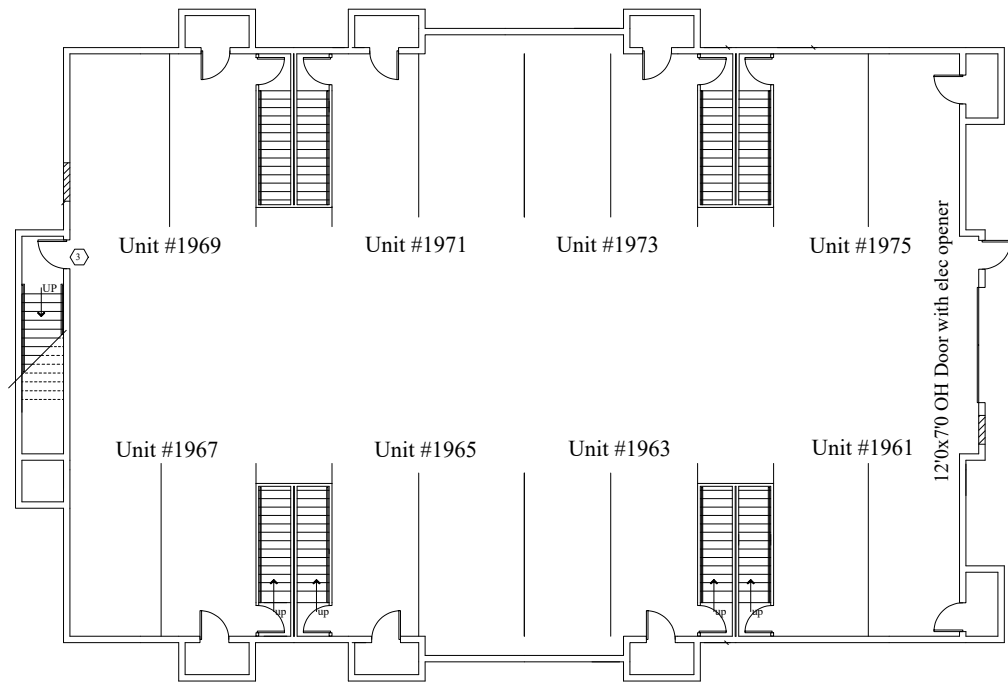
SURVEYED FOR:
CF 401k Trust
3636 Skytop Road
McFarland, WI 53558

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

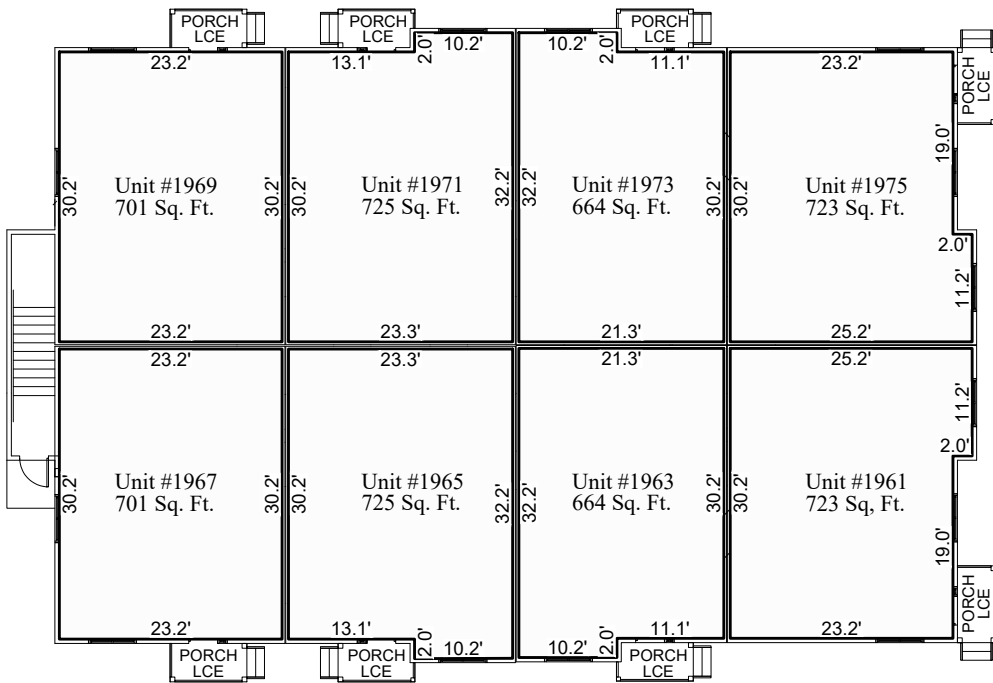
THE CONDOS AT PRAIRIE PLACE, A CONDOMINIUM
LOTS 57 AND 58, PRAIRIE PLACE, AS RECORDED IN VOLUME 60-0768 OF PLATS, ON PAGES 411-412, AS DOCUMENT NUMBER 5340450,
DANE COUNTY REGISTRY AND LOCATED IN PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 6 NORTH,
RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

FN: 120.0462.30
DATE: 08-10-2020
REVISIONS:

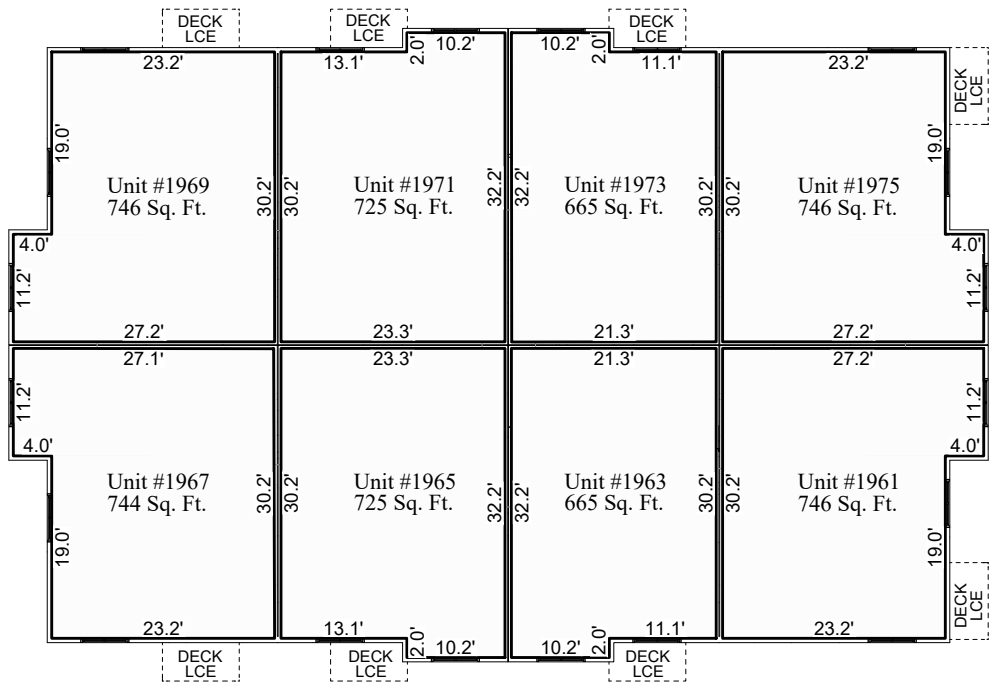
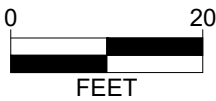
SHEET 2 OF 3



BASEMENT LEVEL DIAGRAM



FIRST FLOOR DIAGRAM



SECOND FLOOR DIAGRAM

SURVEYOR'S CERTIFICATE

I, Eric E. Lindaas, Professional Land Surveyor, No.2919, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed the following described lands and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements to be constructed upon the property.

Dated this _____ day of _____, 2020.

Signed: Eric E. Lindaas, P.L.S. No. 2919
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
608-838-0444
elindaas@snyder-associates.com

NOTES:

- 1) The building plans provided by the Client and do not represent as built conditions.
- 2) Parking stalls & walks are limited common elements to the appurtenant unit.
- 3) All the areas within the condominium and outside the units and expansion lands, except those areas designated as limited common areas, are common elements.
- 4) The developer / owner reserves the right to vary the number and orientation of buildings and units in the expansion lands.
- 5) Property is subject to any and all easements and agreements, both recorded and unrecorded.

LEGAL DESCRIPTION

Being Part of Lot 57 and Lot 58, Prairie Place, as recorded in Volume 60-0768 of Plats, as Document Number 5340450, Dane County Registry and located in part of the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 6 North, Range 10 East, Village of McFarland , Dane County, Wisconsin

FUTURE EXPANSION LEGAL DESCRIPTION

Being Part of Lot 57, Prairie Place, as recorded in Volume 60-0768 of Plats, as Document Number 5340450, Dane County Registry and located in part of the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 6 North, Range 10 East, Village of McFarland , Dane County, Wisconsin:

Commencing at the Northwest corner of said Lot 3;
Thence S00°15'42"E, 100.19 feet to the Point of Beginning;
Thence continuing S00°15'42"E, 290.49 feet to a Southwest Corner of said Lot 2;
Thence N90°00'00"E, 158.45 feet to the Southeast corner of said Lot 2;
Thence N00°16'03"W, 291.23 feet to a point on the East line of said Lot 3;
Thence N89°44'04"E, 158.42 feet to the Point of Beginning.



SURVEYED FOR:
CF 401k Trust
3636 Skytop Road
McFarland, WI 53558

SURVEYED BY:
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
(608) 838-0444
www.snyder-associates.com

THE CONDOS AT PRAIRIE PLACE, A CONDOMINIUM
LOTS 57 AND 58, PRAIRIE PLACE, AS RECORDED IN VOLUME 60-0768 OF PLATS, ON PAGES 411-412, AS DOCUMENT NUMBER 5340450,
DANE COUNTY REGISTRY AND LOCATED IN PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 6 NORTH,
RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

FN: 120.0462.30
DATE: 08-10-2020
REVISIONS:

SHEET 3 OF 3

Document No.

**DECLARATION OF
CONDOMINIUM**

Return to:

Attorney Jesse Spankowski
Miller and Miller, LLC
P.O. Box 200
Portage, WI 53901

154/0610-021-2617-1 & 154/0610-021-2628-1
Parcel Numbers

DECLARATION OF THE CONDOS AT PRAIRIE PLACE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this “Declaration”), is made this _____ day of _____, 2020, by Craig Frank, Trustee of the CF 401(k) Trust FBO Craig Frank Account #001, (the “Declarant”).

ARTICLE I DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “Property”), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the “Condominium Ownership Act”).

ARTICLE II NAME; DESCRIPTION OF PROPERTY

2.01. Name and Address. The name of the condominium created by this Declaration (the “Condominium”) is “The Condos at Prairie Place Condominium” and the address of the Condominium is _____ Holscher Road, McFarland, Wisconsin 53558.

2.02. Legal Description. The land comprising the Property (the “Land”) is located in the Village of McFarland, County of Dane, State of Wisconsin, and is legally described as follows:

ARTICLE III DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of seventeen (17) units (individually a “Unit” and collectively the “Units”) located in the buildings (individually, a “Building” and, collectively, the “Buildings”) identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the “Condominium Plat”), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 100, 101, 102, 103, 201, 202, 203, 204, 1961, 1963, 1965, 1967, 1969, 1971, 1973 and 1975, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a “Unit Owner.” When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Additional Items Included as Part of Unit. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall also include, without limitation, all improvements and fixtures now or hereafter located within the Unit and each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Units are Common Elements.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the “Common Elements”) are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) All tangible personal property used in the operation, maintenance and management of the Condominium.

4.02 Use. Except as otherwise prohibited herein, and subject to the Bylaws of the Association and subject to any Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyments of or service to owners of all Units.

4.03. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

4.04. Use. Except as otherwise prohibited herein, and subject to the Bylaws of the Association and subject to any Rules and Regulations adopted by the Association, the Limited Common Elements shall be available for the use and enjoyments of or service to owners of all Units.

4.05. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly

authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.05, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated. Initially, each Unit's Percentage shall be 5.88%.

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

5.03. Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

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

ARTICLE VI RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit B attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Dane County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the

same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be thirty (30). Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

6.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Dane County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "The Condos at Prairie Place Condominium Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin

Nonstock Corporation Law”). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules and Regulations”), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 6.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant’s election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios, stoops and balconies) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas, stoops or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Unit Owners are responsible for the general cleanliness of any patio, stoop and balcony appurtenant to their Units, and shall maintain the same in good, clean and attractive order.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is

assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners’ General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) to provide services to the Association.

ARTICLE VIII ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any

portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.02 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.03. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.04. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

- (a) the provisions governing lease or rental agreements for residential units in Wis. Stat. §703.315 are complied with;
- (b) the term of any such lease shall not be less than twelve (12) months;
- (c) the Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(d) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(e) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.04 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.05. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.06. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.07. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No vehicles shall be parked on any yard at any time.

8.08. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.09. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

ARTICLE IX INSURANCE

9.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and

for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

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

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

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

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general

policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

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

10.01. Determination to Reconstruct or Repair. In the event of damage or destruction to all or part of the Common Elements, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the condominium, unless both Unit Owners and their underlying first mortgagees agree in writing that such repair or reconstruction should not take place. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be considered a Common Expense. Acceptance by a Unit Owner of a deed to a Unit Owner shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction. Partition shall only occur by the affirmative vote of all Unit Owners and by the affirmative vote of all of the mortgagees. In case of partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners pursuant to the percentage interests provided in Section 5.01, *supra*.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Common Elements, or to the Unit Owners for the repair or reconstruction of the damaged Units pursuant to Section 10.07. The Association shall have no responsibility to repair, reconstruct or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All

assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as “Construction Funds.” It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07. Damage or Destruction of Unit. Following any damage or destruction to a Unit or any improvements located within any Unit, the Unit Owner shall repair and restore such improvement to its condition prior to the damage or destruction as soon as possible, but in any case, within two hundred-seventy (270) days of the damage or destruction.

ARTICLE XI CONDEMNATION

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

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit, any improvements located therein, or any Limited Common Element appurtenant to the Unit Owner’s Unit and for consequential damages to such Limited Common Element, the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements, other than Limited Common Element, shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

(c) A Unit Owner’s award under this Section shall be subject to the rights of any Mortgagee to the condemnation proceeds for any Unit.

11.02. Determination to Reconstruct Condominium. Following the taking of all or any part of the Common Elements, the Common Elements shall be restored or reconstructed to the extent possible.

11.03. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Common Elements unless both Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

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

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

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws, if requested by the Mortgagee.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract, if requested by the Mortgagee.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value or any condemnation or casualty loss that affects either a material portion of the Condominium or the subject Unit.

(d) Any sixty (60) day delinquency in the payment of assessments or changes owed by the Owner of any Unit on which it holds the mortgage.

(e) A lapse, cancellation or material modification of any insurance policy maintained by the Association.

(f) Any proposed action that requires the consent of a specified percentage of mortgagees.

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior

written approval. Any other amendments of a material adverse nature to Mortgagees shall be agreed to by Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit’s unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of McFarland or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover

damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV GENERAL

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

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.05. All owners shall

provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Craig Frank, 3636 Skytop Road, McFarland, Wisconsin 53558. The resident agent may be changed by the Association in any manner permitted by law.

15.06. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.07. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.08. Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

15.09. Termination. In the event termination of the Condominium is sought due to destruction, condemnation or for any other reason, such termination must be agreed to by Mortgagees representing at least fifty-one percent (51%) of the votes of Units that are required by the Condominium Ownership Act.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this ____ day of _____, 2020.

CF 401(k) Trust FBO Craig Frank Account #001

By: _____
Craig Frank, Trustee

STATE OF WISCONSIN)
(ss.
COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2020, Craig Frank, the Trustee, under the CF 401(k) Trust FBO Craig Frank Account #001, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by the CF 401(k) Trust FBO Craig Frank Account #001, to the undersigned, recorded in the Office of the Register of Deeds of Dane County, Wisconsin, on _____, _____, as Document No. _____, in Volume _____ of Records, on Page _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of _____, 2020.

OREGON COMMUNITY BANK

By: _____
Print Name and Title: _____

STATE OF WISCONSIN)
(ss.
COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2020, the _____ of Oregon Community Bank, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

This Instrument was drafted by:
Attorney Jesse Spankowski
Miller and Miller, LLC
P.O. Box 200
Portage, WI 53901

EXHIBIT B

Document No.

**DECLARATION OF
CONDOMINIUM**

Return to:

Attorney Jesse Spankowski
Miller and Miller, LLC
P.O. Box 200
Portage, WI 53901

154/0610-021-2617-1 & 154/0610-021-2628-1
Parcel Numbers

DECLARATION OF THE CONDOS AT PRAIRIE PLACE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this ____ day of _____, 2020, by Craig Frank, Trustee of the CF 401(k) Trust FBO Craig Frank Account #001, (the "Declarant").

ARTICLE I DECLARATION

Name should match name on plat exactly.

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II NAME; DESCRIPTION OF PROPERTY

2.01. Name and Address. The name of the condominium created by this Declaration (the "Condominium") is "The Condos at Prairie Place Condominium" and the address of the Condominium is _____ Holscher Road, McFarland, Wisconsin 53558.

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Village of McFarland, County of Dane, State of Wisconsin, and is legally described as follows:

Legal description to be inserted

ARTICLE III DESCRIPTION OF UNITS

200

3.01. Identification of Units. The Condominium shall initially consist of seventeen (17) units (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 100, 101, 102, 103, 201, 202, 203, 204, 1961, 1963, 1965, 1967, 1969, 1971, 1973 and 1975, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Additional Items Included as Part of Unit. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall also include, without limitation, all improvements and fixtures now or hereafter located within the Unit and each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Units are Common Elements.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the “Common Elements”) are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) All tangible personal property used in the operation, maintenance and management of the Condominium.

4.02 Use. Except as otherwise prohibited herein, and subject to the Bylaws of the Association and subject to any Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyments of or service to owners of all Units.

4.03. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

This section would make all LCEs common elements per 4.02

- (a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

4.04. Use. Except as otherwise prohibited herein, and subject to the Bylaws of the Association and subject to any Rules and Regulations adopted by the Association, the Limited Common Elements shall be available for the use and enjoyments of or service to owners of all Units.

4.05. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly

authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.05, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated. Initially, each Unit's Percentage shall be 5.88%.

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

5.03. Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

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

ARTICLE VI RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit B attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Dane County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the

same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be thirty (30). Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

6.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Dane County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "The Condos at Prairie Place Condominium Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin

Nonstock Corporation Law”). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules and Regulations”), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

Should be 7.03?

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 6.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant’s election to waive its right of control.

"at least" leaves ambiguity as to number of directors unit owners have the right to elect.

7.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

Redundant as LCEs included in first sentence.

(a) By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios, stoops and balconies) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas, stoops or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Unit Owners are responsible for the general cleanliness of any patio, stoop and balcony appurtenant to their Units, and shall maintain the same in good, clean and attractive order.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

Not clear what "such" guest, contractor, agent or invitee" refers to. Probably intended to include those persons in list of causes of damage.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is

assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners’ General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) to provide services to the Association.

ARTICLE VIII ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any

portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.02 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.03. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.04. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

- (a) the provisions governing lease or rental agreements for residential units in Wis. Stat. §703.315 are complied with;
- (b) the term of any such lease shall not be less than twelve (12) months;
- (c) the Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(d) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(e) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.04 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.05. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.06. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.07. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No vehicles shall be parked on any yard at any time.

8.08. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.09. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

ARTICLE IX INSURANCE

9.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and

for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

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

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

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

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general

policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

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

10.01. Determination to Reconstruct or Repair. In the event of damage or destruction to all or part of the Common Elements, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the condominium, unless both Unit Owners and their underlying first mortgagees agree in writing that such repair or reconstruction should not take place. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be considered a Common Expense. Acceptance by a Unit Owner of a deed to a Unit Owner shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction. Partition shall only occur by the affirmative vote of all Unit Owners and by the affirmative vote of all of the mortgagees. In case of partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners pursuant to the percentage interests provided in Section 5.01, *supra*.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Common Elements, or to the Unit Owners for the repair or reconstruction of the damaged Units pursuant to Section 10.07. The Association shall have no responsibility to repair, reconstruct or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All

assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as “Construction Funds.” It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07. Damage or Destruction of Unit. Following any damage or destruction to a Unit or any improvements located within any Unit, the Unit Owner shall repair and restore such improvement to its condition prior to the damage or destruction as soon as possible, but in any case, within two hundred-seventy (270) days of the damage or destruction.

ARTICLE XI CONDEMNATION

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

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit, any improvements located therein, or any Limited Common Element appurtenant to the Unit Owner’s Unit and for consequential damages to such Limited Common Element, the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements, other than Limited Common Element, shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

(c) A Unit Owner’s award under this Section shall be subject to the rights of any Mortgagee to the condemnation proceeds for any Unit.

11.02. Determination to Reconstruct Condominium. Following the taking of all or any part of the Common Elements, the Common Elements shall be restored or reconstructed to the extent possible.

11.03. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Common Elements unless both Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

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

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

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws, if requested by the Mortgagee.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract, if requested by the Mortgagee.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value or any condemnation or casualty loss that affects either a material portion of the Condominium or the subject Unit.

(d) Any sixty (60) day delinquency in the payment of assessments or changes owed by the Owner of any Unit on which it holds the mortgage.

(e) A lapse, cancellation or material modification of any insurance policy maintained by the Association.

(f) Any proposed action that requires the consent of a specified percentage of mortgagees.

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior

written approval. Any other amendments of a material adverse nature to Mortgagees shall be agreed to by Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit’s unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of McFarland or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover

damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV GENERAL

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

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.05. All owners shall

This should be revised to say "to the extent practicable and consistent with customary engineering practices" instead of "possible." Alternatively, it could say, "along with customary at-grade and above ground appurtenances." It is "possible" to put sewer manholes, telecom pedestals, etc. underground, but not normal or efficient. Unless all easements are shown on plat, Village will have to rely on the authority of the Directors to grant future easements, so restrictions on that authority should be clear.

provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Craig Frank, 3636 Skytop Road, McFarland, Wisconsin 53558. The resident agent may be changed by the Association in any manner permitted by law.

15.06. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.07. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.08. Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

15.09. Termination. In the event termination of the Condominium is sought due to destruction, condemnation or for any other reason, such termination must be agreed to by Mortgagees representing at least fifty-one percent (51%) of the votes of Units that are required by the Condominium Ownership Act.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this ____ day of _____, 2020.

CF 401(k) Trust FBO Craig Frank Account #001

By: _____
Craig Frank, Trustee

STATE OF WISCONSIN)
(ss.
COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2020, Craig Frank, the Trustee, under the CF 401(k) Trust FBO Craig Frank Account #001, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by the CF 401(k) Trust FBO Craig Frank Account #001, to the undersigned, recorded in the Office of the Register of Deeds of Dane County, Wisconsin, on _____, _____, as Document No. _____, in Volume _____ of Records, on Page _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of _____, 2020.

OREGON COMMUNITY BANK

By: _____
Print Name and Title: _____

STATE OF WISCONSIN)
(ss.
COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2020, the _____ of Oregon Community Bank, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

This Instrument was drafted by:
Attorney Jesse Spankowski
Miller and Miller, LLC
P.O. Box 200
Portage, WI 53901

EXHIBIT B

Sec. 56-8. - Condominium developments.

(a) *Purpose.*

- (1) The Village Board hereby finds that certain issues arise in condominium developments that require limited applicability of this Chapter to condominium developments. The state legislature has recognized that Subdivision ordinances may apply to condominiums but that Subdivision ordinances shall not impose burdens upon condominiums that are different from those imposed on other property of a similar character not subject to a declaration of condominium.
- (2) The factor that makes this Chapter applicable to a condominium development is the creation of multiple, distinct property entities at or near the ground surface, subject to property taxation as separate parcels, with each property entity having different ownership and management. The Village determines that this factor makes a condominium development dissimilar, both physically and in ownership, from developments in which the land and improvements are under unitary ownership, management, and control.
- (3) Thus, the Village Board hereby finds that new condominium developments can place impacts on community resources in the same manner as other new developments that are characterized by division of land into lots. These impacts include:
 - a. Additional population density.
 - b. Possibility of use of particular land in a manner unsuitable to the land's characteristics.
 - c. Additional demands upon Village parks, recreation areas, utility facilities and schools.
 - d. Additional traffic and street use.

(b) *Portions of Chapter applicable to condominium developments.* The following Sections of this Chapter shall apply to condominium developments:

- (1) Section 56-7 relating to land suitability and construction practices.
- (2) Sections 56-35—56-37 relating to Preliminary Plat approval. This stage of approval shall be the only approval required for a condominium development. The technical requirements for Preliminary Plats set forth in Section 56-69 shall not apply, since condominiums have separate technical standards set forth in Wis. Stats. Ch. 703.
- (3) Article VIII of this Chapter relating to fees for review.
- (4) Article IV of this Chapter relating to required improvements.
- (5) Article V of this Chapter relating to design standards for improvements.
- (6) Article VI of this Chapter relating to dedication requirements.

(c) *Exceptions.* This Section shall not apply to the following condominiums:

- (1) Any condominium plat recorded prior to the effective date of the ordinance from which this Chapter is derived.
- (2) Any conversion of an existing structure to a condominium.

(Code 1998, § 14-1-22)



PUBLIC SAFETY COMMITTEE SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action on the site design application and expansion of a licensed premise for SWN Inc., D/B/A Maple Tree Restaurant, 6010 Highway 51, to the outdoor patio from a 330 sq. ft. area to a 600 sq. foot area.

PREVIOUS ACTION:

ISSUE SUMMARY:

The Maple Tree Restaurant is proposing to increase the size of the current 360 square foot outdoor drinking area to 600 square feet. Attached is the site plan and photos of the current patio. The proposal would double the size of the area and change the fence materials. Much like a lot of expansions we have recently seen, the owners are hoping the expansion will allow additional capacity to meet social distancing requirements. With the size of the Maple Tree, and current COVID-19 limitations, allowing additional outdoor seating will really help them try to survive and navigate the COVID-19 world we now find ourselves in. For context, the applicant has indicated a pre-COVID-19 capacity of 210 total persons (dining room, bar, patio). During COVID pandemic the restaurant has been operating at 25% capacity, with most nights below 25%. The current patio has six tables, down to four during COVID, and would be resized to accommodate 10-12 tables.

Both the Public Safety Committee and Plan Commission have met and recommend approval of the proposal with the conditions noted below in the recommendation section. The applicant has agreed to all conditions recommended and will place bollards 5' apart to ensure an average vehicle could not pass between the bollards.

FINANCIAL/BUDGET IMPACT:

N/A

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

Village Ordinance 11-64(n).

The property is planned as Highway and General Commercial in the Village's Comprehensive Plan. The property is also located in TIF District #5.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Both the Plan Commission and Public Safety Committee recommend approval of the site plan and expansion of premise for the Maple Tree Restaurant with the following conditions:

1. The applicant providing protective bollards around the patio area sufficiently spaced to prevent passage by average motor vehicles.
2. The capacity of the outdoor area be posted per IFC 1004.

ATTACHMENTS:

1. Original Application - 08.07.2020
2. Current Patio Area at Maple Tree
3. Review and Recommendation - Maple Tree - 09.03.2020
4. PD Letter of Approval Maple Tree 2020
5. Fire Inspector Review - Maple Tree
6. 6010 USH 51_CED Memo_09.02.20



Application for an Outdoor Consumption Area
Pursuant to Village Ordinance Chapter 11

***Any physical change to a licensed premise requires Village board approval.**

No Fee

1. Applicant Information

Name of Individual, Partnership, LLC, or Corporation that holds the current Alcohol Beverage License:

SWN, Inc

DBA:

MapleTree Rest

Address of establishment:

6010 Hwy 51

City, State and Zip Code:

McFarland, WI 53558

Contact Name:

Gary Seiler

Contact Telephone Number:

608-838-5888

Gary Seiler 608-279-6090

2. Premise information

Gross floor area of the indoor licensed premise within a permanent building:

6040 Sq. Ft.

Proposed Square Footage of Outdoor Area:*

Existing Area Patio 300 Sq. Proposed 20 x 30 = 600 Sq. Ft.

**Outdoor area may not be larger than 50% of the gross floor area of the licensed premise within a permanent building without a variance granted by the Village Board. To request a variance, please see section 8 of the application.*

3. Outdoor Consumption Section

Is the proposed outdoor consumption area within 50 feet of the lot line of a parcel zoned, or used for residential purposes?*

☒ - No ☐ - Yes, see section 8 of application to request a variance

**This prohibition shall not apply to an outdoor area where an accessory apartment exists on the same parcel as the licensed premise.*

Will the outdoor area have amplified sound including but not limited to live music, loud speakers, call systems, etc.?

☐ - No ☒ - Yes.

Hours of operation for an outdoor consumption area shall be limited to Sunday through Thursday 11:00 a.m. to 10:00 p.m., and Friday and Saturday 11:00 a.m. to 11:00 p.m. Will the proposed outdoor consumption area meet this standard?

☒ - Yes ☐ - No, see section 8 of application to request a variance

Is the proposed outdoor area directly connected to the indoor licensed premise?

☒ - Yes ☐ - No

If no, please attach a security plan that explains how alcohol will be served, and how alcohol consumption will be monitored. Provide specific details on how you intend to prevent consumption outside of the licensed premise and how you will prevent underage alcohol consumption.

4. Outdoor Sporting Activity Section

Will the proposed expansion involve an outdoor sporting activity area?

☐ - Yes ☒ - No

If yes, you will need an outdoor sporting activity application in addition to this application.

j. The outdoor area shall not have an undue adverse impact upon nearby property, the character of the neighborhood, traffic conditions, parking or other matter affecting the public health, safety, welfare, or convenience.

8. Variance – ONLY COMPLETE SECTION IF YOU ARE REQUESTING A VARIANCE FROM THE MINIMUM STANDARDS IN SECTION 7.

- The above noted standards in section 7 shall be the minimum conditions of all outdoor licensed areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare.

Please identify any variances requested from the minimum standards that you would like considered by the Village Board. I am requesting a variance from the following standard(s):

1. Outdoor areas are prohibited within 50 feet of the lot line of a parcel zoned, or lawfully used for residential purposes.

Proposed distance from residential lot line: _____

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

N/A

2. The hours during which consumption may be permitted are 11:00 a.m. to 10:00 p.m. Sunday through Thursday, and Saturday and Sunday from 11:00 a.m. to 11:00 p.m.

Proposed Hours of Outdoor consumption area: Same



requested and why it will not cause a nuisance or concern for public

N/A.

Asbury 3-Rail
• 4-1/2H x 6W
171-6720

Aluminum Post
• 2" x 2" x 84"
• Includes mounting hardware 171-6715

Arch Gate
• 4-1/2H x 4W
• Includes hinges and latch 171-6727



Post Bracket Set
171-6714



2" Post Deck Mount
171-6723

Panel size is installed height and on center post spacing. Posts and accessories sold separately. Gate size is installed height and rough opening width.

ensed premise shall be enclosed by a permanent, secure fence not less constructed of wood, plastic, or metal and erected and maintained in

Attached. 4'6" Height - Metal

requested and why it will not cause a nuisance or concern for public

4. Amplified music, speakers, microphones, televisions, and other audio/video devices shall be subject to Chapter 20 regarding noise, which shall limit noise on all commercial properties to 70db, and no noise allowed between the hours of 10 p.m. and 7:00 a.m.

Variance requested: _____

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

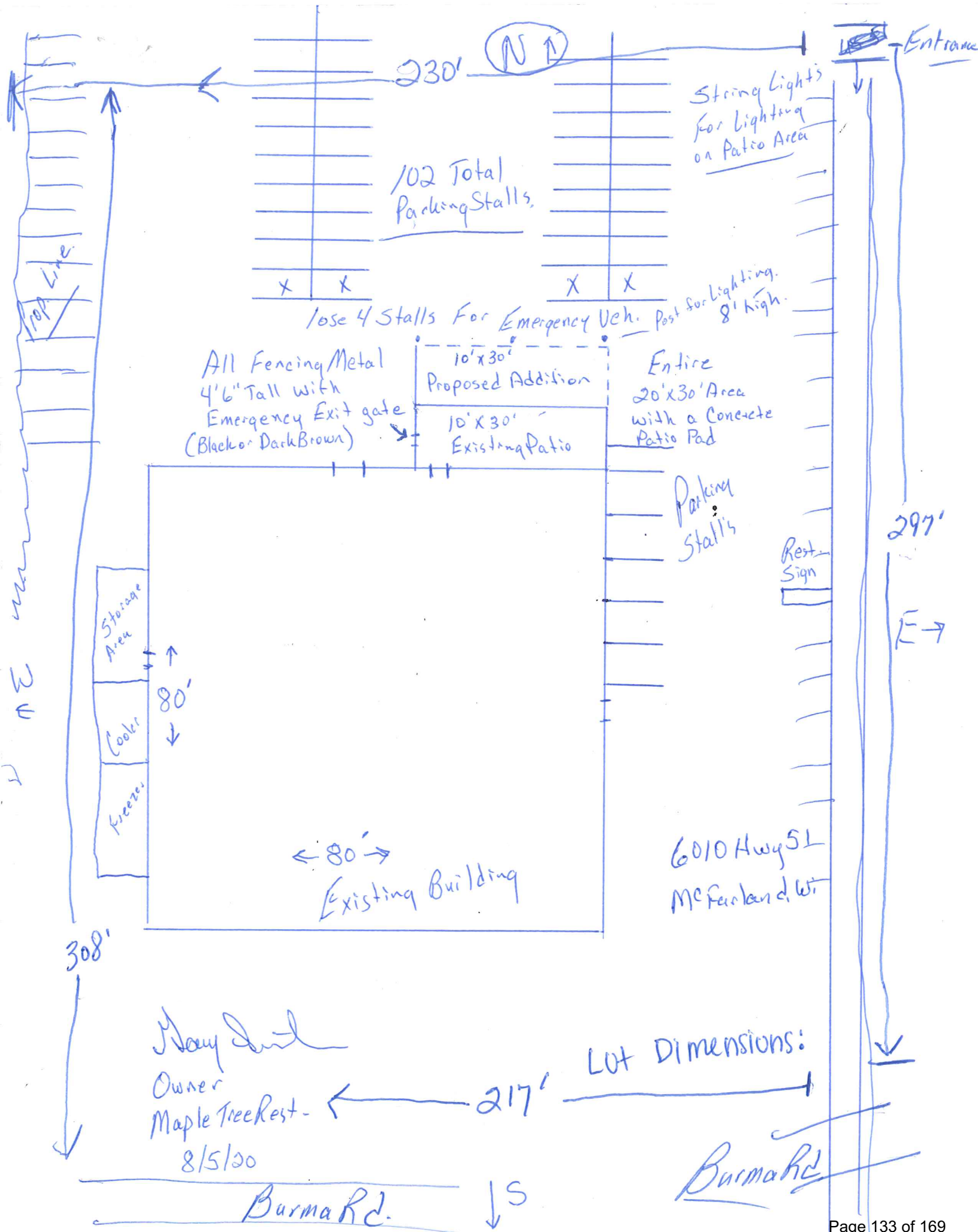
N/A.

5. The size of the outdoor area shall be not larger than 50 percent of the gross floor area of the licensed premise within a permanent building.

Proposed size of outdoor area: _____ Percentage of gross floor area: _____

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

N/A.



Current Patio Area at Maple Tree



MEMORANDUM

To: Public Safety Committee and Village Board

From: Cassandra Suettinger, Village Clerk/Treasurer

Date: September 4, 2020

RE: Expansion of Premise for Maple Tree Restaurant, 6010 USH 51

Background: The current licensed premise for the Maple Tree Restaurant is an 80' x 80' Building and a 12' x 30' patio area on the northside of the building.

Proposal: The Maple Tree Restaurant is proposing to increase the size of the current 360 square foot outdoor drinking area to 600 square feet. Attached is the site plan and photos of the current patio. The proposal would double the size of the area and change the fence materials. Much like a lot of expansions we have recently seen, the owners are hoping the expansion will allow additional capacity to meet social distancing requirements. With the size of the Maple Tree, and current COVID1p limitations, allowing additional outdoor seating will really help them try to survive and navigate the COVID19 world we now find ourselves in.

Review: Village Ordinance 11-64n outlines the conditions and requirements for outdoor consumption areas within the Village. Below is a review of the proposal and its compliance with the required conditions.

1) Any application for a new license, the renewal of an existing license or a change in the description of licensed premises which seeks to include an outdoor area within the licensed premises' description shall require notice to each person owning property within 500 feet of the proposed licensed premises. The applicant shall prepay the cost of sending such notice before the notices are sent. The notice shall include a copy of the application and the date, time and location of any public hearings or other public meetings at which the application is scheduled to be considered.

On August 18, 2020, a notice was sent to all property owners within 500 feet of the proposed licensed premise expansion notifying them of the dates and times of the Public Safety and Village Board meetings along with a copy of the proposed site plan.

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

Attached are the detailed plans outlining all the required items for the review and recommendation of the Public Safety Committee.

3) The Village Board may impose conditions specific to any outdoor areas of the licensed premises as deemed necessary to prevent undue adverse impacts on neighboring property, the character of the surrounding

neighborhood, traffic conditions, parking or any other matter to protect the public health, safety, welfare or convenience, including, but not limited to:

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

Staff Comments: No restrictions identified by Staff.

- b. Requiring additional parking beyond the minimum required by the Zoning Code;*

Staff Comments: No additional revisions. Community Development Director Bremer noted there is adjacent on-street parking on Burma Road that can off-set the loss of the four parking stalls that will occur as part of the expansion.

- c. Regulation of lighting and screening;*

Staff Comments:

Chief Sherven - Applicant should be required to install adequate lighting so as to clearly monitor the area for compliance with statute and ordinance.

Response: Applicant has noted outdoor lighting will be provided.

- d. Any conditions recommended by the Public Safety Committee;*

To be determined by the Committee as applicable.

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

Plan Commission will review the site plan on September 21st and provide recommendation to the Village Board.

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

- a. Outdoor areas are prohibited within 50 feet of the lot line of a parcel zoned, or lawfully used for residential purposes. This prohibition shall not apply to prohibit an outdoor area where an accessory apartment exists on the same parcel as the licensed premises.*

- Staff Comments: Compliant.

b. *The hours during which alcohol consumption may be permitted within the outdoor area is restricted to 11:00 a.m. to 10:00 p.m. Sunday through Thursday; and 11:00 a.m. to 11:00 p.m. on Friday and Saturday.*

- Staff Comments: None.
- Response: Applicant is aware of requirement and will need to comply.

c. *The perimeter of any outdoor portion of a licensed premise shall be enclosed by a permanent, secure fence not less than four feet in height. Such fence shall be constructed of wood, plastic, or metal and erected and maintained in accordance with all applicable Village ordinances. If the outdoor portion of a licensed premises is an outdoor sports area, the enclosure may instead be made by temporary netting not less than ten feet high during the applicable sports season. Such netting shall not be installed sooner than 14 days prior to, and shall be removed no later than 14 days after, the season or the period established under Section 11-69(f)(6)c., whichever is shorter. The outdoor area shall comply with all applicable building code requirements including the provision of readily distinguishable means of egress for fire and emergency purposes.*

- Staff Comments: The proposal is to replace the current 6' cedar fence with a 4'6" metal raise fence with a gate for emergency exit purposes. Additionally, the applicant will install three posts for safety.

Chief Sherven - Note that while the fencing proposed appears to be in technical compliance with ordinance requirements in terms of physical construction requirements related to height and material, it is in my opinion of questionable sufficiency to prevent the passage of alcoholic beverages to individuals on the outside due to open construction. Applicant should be aware that this type of fencing will increase the ability to pass beverages to individuals outside the area and increased visual supervision of the area would be prudent and highly recommended.

Community Development Director Bremer - The Department is supportive of this improvement as the proposed materials and design meet applicable zoning and building code requirements and provide increased visibility to and from the outdoor dining space. The current exterior of the patio is surrounded by protective bollards (see picture on page 2) spaced out approximately every 8 feet. The site plan does not indicate that these would be reinstalled, although presumably the three 8-foot tall lighting posts may serve a similar role. The need to add protective bollards should be discussed with the applicant. The proposed fence will need a building permit from the Building Inspector and the owner will need to securely mount to the concrete all fence/lighting posts.

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

- Staff Comments:

Chief Sherven - Applicant should be aware that Village ordinance restricts and/or prohibits sound or noise as follows:

- “tending to unreasonably disturb the peace and quiet of persons in the vicinity thereof unless the making and continuing of the same cannot be prevented and is necessary for the protection or preservation of property or of the health, safety, life, or limb of some person”
- “The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound, which is cast upon the public streets for the purpose of commercial advertising or attracting attention of the public to any building or structure. Announcements over loudspeakers can only be made by the announcer in person and without the aid of any mechanical device.”
- It’s important to understand that tolerance levels of other individuals vary greatly. What is reasonable to one may be completely unreasonable to another, thus it would be prudent to utilize any outdoor amplification cautiously and prudently .

- Response: Applicant is aware of requirement and will need to comply.

e. The outdoor area shall not have an undue adverse impact upon nearby property, the character of the neighborhood, traffic conditions, parking or other matter affecting the public health, safety, welfare, or convenience.

- Staff Comments: Chief Sherven highlights and emphasizes this requirement for applicants.
- Response: Applicant is aware of requirement and understands compliance requirement.

f. The size of the outdoor area may not be larger than 50 percent of the gross floor area of the licensed premises within a permanent building. Interior building capacity shall not be increased as a result of the addition of the outdoor area. The playing area of any outdoor sports area permitted under Section 11-69 shall not be included for purposes of determining compliance with this subparagraph so long as the playing area is not permitted to be occupied by persons not participating in the sporting activity for which the playing area is designed.

- Staff Comments: The applicant’s current interior premise includes the 80’ x 80’ restaurant for a total interior square footage of 6,400 square feet. Based on the ordinance, the applicant’s outdoor consumption area could be up to 3,200 square feet. The proposed outdoor consumption area would be 600 square feet, which is well within the limitations of the ordinance.

- Response: Not applicable.

g. A conspicuous notice shall be posted at each fire exit stating: "No Beer, Liquor or Wine May Be Carried in an Open Container Beyond this Point."

- Staff Comments: None.
- Response: Applicant is aware of requirement and understands compliance requirement.

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

- Staff Comments: No comments.
- Response: Applicant does not plan to have bar/counter service in the outdoor area. All sales will occur in the building and be carried out to the patio.

i Except for outdoor sports activities permitted under Section 11-69, the outdoor area shall not be used for any activities other than service and consumption of food and/or drink. Smoking may be permitted in accordance with applicable State and local regulations.

Compliant. Applicant is aware of requirement.

- Staff Comments: Not applicable no outdoor sports planned.
- Response: Not applicable.

j. The outdoor area shall be accessible to the disabled, and the license holder shall at all times comply with all applicable federal, state and village laws, ordinances and regulation concerning accessibility.

- Staff Comments: Both the Fire Inspector and Building Inspector reviewed the proposed plan and found it to be in compliance.
- Response: Not applicable.

k. Containers for refuse disposal and regular cleanup shall be placed inside of the outdoor area.

- Staff Comments: None.
- Response: Applicant is aware of requirement and understands compliance requirement.

l. If the outdoor area is used for outdoor sports activities as permitted under Section 11-69 and persons under the age of 21 are allowed to be present on the licensed premises, all persons 21 years of age or older who intend to consume alcohol beverages in the outdoor area, shall be issued a wristband that is bright in color which shall be issued only upon showing valid identification proving the person is 21 years of age or older.

- Staff Comments: Not applicable no outdoor sports planned.
- Response: Not applicable.

Recommendation: Staff recommends approval of the expansion of licensed premise for the Maple Tree Restaurant, 6010 US Hwy 51, for a 600 square foot outdoor consumption area for the period ending June 30, 2020 with the condition that the capacity of the outdoor area be posted per IFC 1004.3.



Village of McFarland Police Department

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

Craig J. Sherven • Chief of Police

Having reviewed the proposed outdoor expansion, I offer the below comments and cautions relating to the use of outdoor amplification as well as requirements relating to lighting and fencing, and occupant protection measures related to vehicular traffic in the adjacent parking areas.

My comments are reflective only of those related to law enforcement related security, and not of fire safety, zoning, construction, lot line requirements, etc. Other staff will comment from those standpoints.

- **Regarding section 11-64 (N) of Village Ordinances:**
 - **(4)(C)** – Note that while the fencing proposed appears to be in technical compliance with ordinance requirements in terms of physical construction requirements related to height and material, it is in my opinion of questionable sufficiency to prevent the passage of alcoholic beverages to individuals on the outside due to open construction. Applicant should be aware that this type of fencing will increase the ability to pass beverages to individuals outside the area and increased visual supervision of the area would be prudent and highly recommended.
 - **(4)(D)** – Applicant should be aware that Village ordinance restricts and/or prohibits sound or noise as follows:
 - “tending to unreasonably disturb the peace and quiet of persons in the vicinity thereof unless the making and continuing of the same cannot be prevented and is necessary for the protection or preservation of property or of the health, safety, life, or limb of some person.”
 - “The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound, which is cast upon the public streets for the purpose of commercial advertising or attracting attention of the public to any building or structure. Announcements over loudspeakers can only be made by the announcer in person and without the aid of any mechanical device.”

- It's important to understand that tolerance levels of other individuals vary greatly. What is reasonable to one may be completely unreasonable to another, thus it would be prudent to utilize any outdoor amplification cautiously and prudently.
- **(4)(E)** – As an additional caution relating to restrictions on noise and general character of the business, this section provides “The outdoor area shall not have an undue adverse impact upon nearby property, the character of the neighborhood, traffic conditions, parking or other matter affecting the public health, safety, welfare, or convenience”.
- **(3)(C) Lighting** – Applicant should be required to install adequate lighting so as to clearly monitor the area for compliance with statute and ordinance.
- Additionally, due to the fact that this area appears to be at ground level and directly adjacent to parking areas in which motor vehicles are operated, the exterior perimeter of the area must be protected by traffic bollards or other devices intended to be used to prevent vehicles from penetrating the exterior perimeter. They shall be spaced at sufficient intervals so as to prevent a motor vehicle from getting between them and shall be of sufficient height so as to prevent a motor vehicle from travelling over them.

Craig J. Sherven
Chief of Police



McFarland Fire & Rescue Department

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

(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

August 14, 2020

To: Public Safety Committee

From: Mitchell Sutter, Fire Inspector/Public Education Specialist

RE: Site Plan Review for 6010 US Hwy 51, Maple Tree Restaurant

I have reviewed the proposed change in the outdoor fenced area requested by the Maple Tree Restaurant.

The combined occupancy load of the current fenced-in area and the proposed addition, based on the square footage provided, would have a 40 to 85 person seating arrangement assuming adjustable seating or standing room. The final approved occupant load within the outdoor patio area must be posted per the International Fire Code (IFC) 1004.3

At this time, the McFarland Fire & Rescue finds no other concerns with the proposed patio expansion and recommends approval.

If you have any questions regarding the above, please contact me via phone at 608-838-3278 or via email at mitchell.sutter@mcfarland.wi.us

Sincerely,

Mitchell Sutter

Fire Inspector/Public Education Specialist

Cc: Chris Dennis, Fire & EMS Chief (McFarland Fire & Rescue Department)

Memorandum

To: Public Safety Committee

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

Date: September 2, 2020

Re: **6010 USH 51, Maple Tree, Outdoor Consumption Area Application**

On September 21, 2020, the Plan Commission will review the Maple Tree Restaurant's Site Plan Application to expand the outdoor patio as part of their Outdoor Consumption Area Application. The property is zoned C-G Commercial General. The site plan modifications under review are described below along with my notes regarding each modification.

1. Expanding the existing patio from 10' x 30' (300 square feet) to 20' x 30' (600 square feet).
 - The Department is supportive of the expansion of the outdoor seating area as this improvement provides needed dining space to help the restaurant remain viable while complying with Dane County Public Health orders related to COVID.
2. Remove the blacktop surface within the patio area and replace with concrete.
 - The Department is supportive of this improvement as it improves safety for customers and employees by having a level surface.
3. Replace the 6' high cedar fence with a 4'6" metal rail fence w/ gate for emergency exit. Add three 8' high posts for restringing existing overhead lighting.
 - The Department is supportive of this improvement as the proposed materials and design meet applicable zoning and building code requirements and provide increased visibility to and from the outdoor dining space. The current exterior of the patio is surrounded by protective bollards (see picture on page 2) spaced out approximately every 8 feet. The site plan does not indicate that these would be reinstalled, although presumably the three 8-foot tall lighting posts may serve a similar role. The need to add protective bollards should be discussed with the applicant. The proposed fence will need a building permit from the Building Inspector and the owner will need to securely mount to the concrete all fence/lighting posts.
4. Removal of four off-street parking spaces.
 - The site plan illustrates the removal of four off-street parking spaces to accommodate the patio expansion and to maintain similar on-site vehicular movements between the patio and rows of interior parking stalls. The current drive aisle width between the existing patio fence and these stalls is ~20 feet. The parking stalls are ~9 feet wide; therefore, with the new patio expansion the travel lane between the patio and nearest parking stall will be reduced by one foot to ~19 feet, which is not significantly different from the current condition. Total off-street parking stalls would be reduced from 102 to 98. There is adjacent on-street parking available on Burma Road that can off-set the loss of these four parking stalls.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Public Works

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

AGENDA ITEM: Discussion and action regarding accepting the final design and authorizing the Eastside Sanitary Sewer Interceptor project for bidding.

PREVIOUS ACTION:

The Public Utilities Committee reviewed the 60% design plans at their meeting on August 18th.

An online forum was held to present these plans to the public on August 31st. There were about 17 people in attendance from the public.

The Public Utilities Committee met on September 15th and approved a recommendation to accept the final design for the project in a phased approach as well as authorize the project for bidding.

ISSUE SUMMARY:

The Eastside Sanitary Sewer Interceptor Project will enable the Village to handle future development in the approximate area of including undeveloped property south of CTH MN, west of CTH AB, and north of Elvehjem Road. An interceptor sewer is a large pipe that receives wastewater flow from smaller local sewers and directs it to a lift station or a wastewater treatment plant. The pipe is being designed for this entire described distance; however, it is only proposed that it be constructed from Devil's Lake Way to north of the railroad tracks on County Highway AB. Project start is marked with a green check mark in the Route Overview attachment and project termination is marked with a red "X". In future years, development within the Rosewood Fields Subdivision will carry the pipe further north with upsizing paid for by the Village. After that to get all the way through County Highway MN as designed will be addressed in future years depending on development pressure. An interceptor sewer is a large pipe that receives wastewater flow from smaller local sewers and directs it to a lift station or a wastewater treatment plant. It is desirable to construct this pipe in winter months as the ground conditions are more favorable in frozen condition with the trenching required through wetlands.

Secondary to this pipe, a paved path is recommended to be constructed on the surface generally adjacent to where the pipe will be located. This will provide for an off-street trail connectivity



between the Lower Yahara River Trail on Elvehjem Road and the soon to be constructed trail within the Rosewood Fields Subdivision. Additionally, this trail will serve as access for maintenance of the pipe through areas that would otherwise be difficult to get to for that purpose. This is marked in the Route Overview file as the red line adjacent to the larger green line.

An online forum was held for the project on Monday, August 31st to present the project to the public and gather input. The comments received in that meeting are provided in your packet as background.

Please consider the following schedule:

- September 28, 2020 - Village Board - Board would consider the recommendation of the Committee to accept the final design and send the project to bid as presented.
- November 2020 - Bid the Project
- December 2020 - Committee/Board consideration of bids.
- January 2021 - Project Commencement

This schedule is very tight but in order to line up winter construction as is desired then we need to follow it to meet our deadlines. Less of a project due to phasing will give us more flexibility though.

FINANCIAL/BUDGET IMPACT:

Enclosed is the revised cost estimate from the Engineer on shortening the project. The total estimated cost through the Rosewood Field Subdivision is \$776,393. This would be funded as a capital project through the Sanitary Sewer Utility and in time refunded by special assessments charged to new development. This is a similar concept to what was enacted for the construction of the lift station on Holscher Road. It is proposed to split roughly half the cost of the paved path between Capital Projects and Sanitary Sewer.

VILLAGE PLAN REFERENCE:

[2018 McFarland East Basin Utility Service Study](#) - Project as proposed here was studied and recommended as a result of this work.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended to accept the final design and authorize the project for bidding.

ATTACHMENTS:

1. Route Overview
2. MC 168 CURRENT SET



3. Estimated Eastside Interceptor Cost 09102020 UPDATED
4. Public Input Session 8.31.2020 Eastside Interceptor

Village of McFarland Potential East Side Sewer Service

To be constructed
with the Rosewood
Fields Subdivision
Development

LEGEND

- Proposed Sewer Extension
- Streets
- Tax Parcels

TOWN & COUNTRY ENGINEERING, INC.
 2812 Marketplace Drive
 Suite 103
 Madison, WI 53719
 (608) 273-3350
www.tce-engineers.net
Town & Country Engineering, Inc. makes no representation regarding the accuracy or completeness of this map and its underlying data. Any use or reuse of this map will be at your own risk and without liability or legal exposure to Town & Country Engineering, Inc. Not to be used for utility marking for purposes of Digger's Hotline.
Date: 7/31/2020
 Path: Z:\JOB\McFarland\MC-00-00\Mapping\Misc\Old Mapping\McFarland Working Map.mxd

2020 STREET AND UTILITY IMPROVEMENTS

EAST SIDE SEWER EXTENSION

Village of McFarland, Wisconsin

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	EROSION CONTROL PLAN AND GENERAL NOTES
2	EROSION CONTROL – STANDARD CONSTRUCTION DETAILS
SANITARY SEWER, WATER MAIN, AND STORM SEWER	
A1	PLAN & PROFILE – XXXXX STREET STATION 98+20 TO STATION 104+20
A2	PLAN & PROFILE – XXXXX STREET STATION 103+80 TO STATION 109+80
A3	PLAN & PROFILE – XXXXX STREET STATION 109+40 TO STATION 115+40
A4	PLAN & PROFILE – XXXXX STREET STATION 115+00 TO STATION 121+00
A5	PLAN & PROFILE – XXXXX STREET STATION 120+60 TO STATION 126+60
A6	PLAN & PROFILE – XXXXX STREET STATION 124+80 TO STATION 130+80
A7	PLAN & PROFILE – XXXXX STREET STATION 130+40 TO STATION 136+40
A8	PLAN & PROFILE – XXXXX STREET STATION 136+00 TO STATION 142+00
A9	PLAN & PROFILE – XXXXX STREET STATION 141+60 TO STATION 147+60
A10	PLAN & PROFILE – XXXXX STREET STATION 147+20 TO STATION 153+20
A11	SANITARY SEWER – STANDARD CONSTRUCTION DETAILS



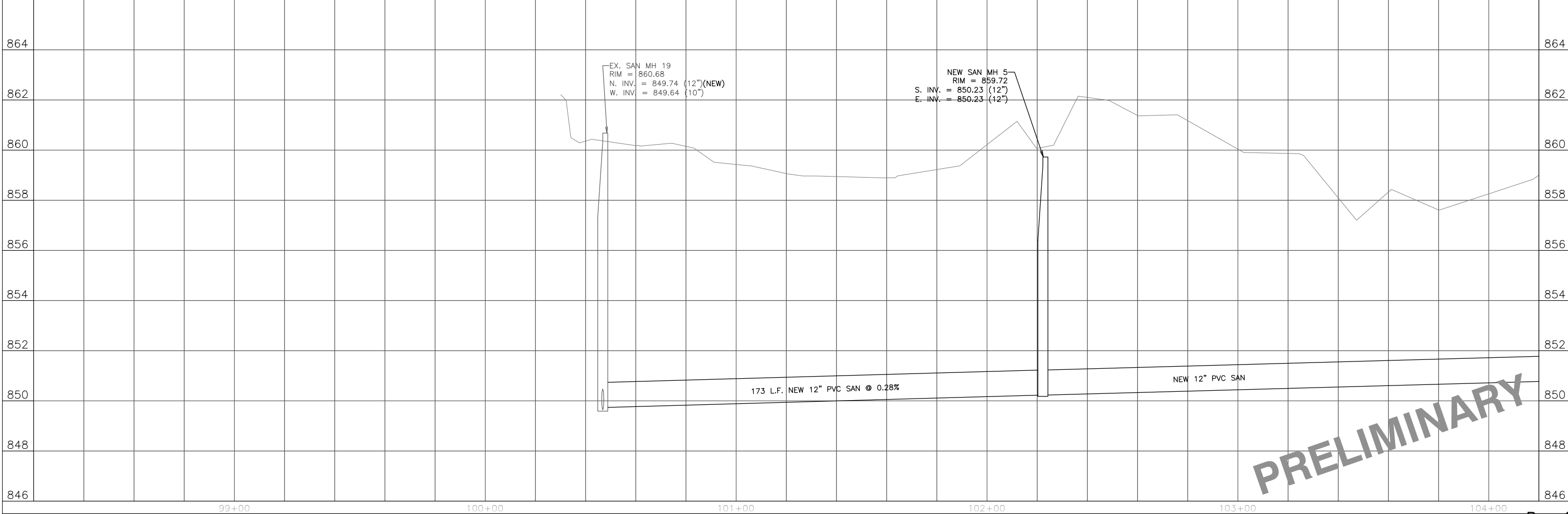
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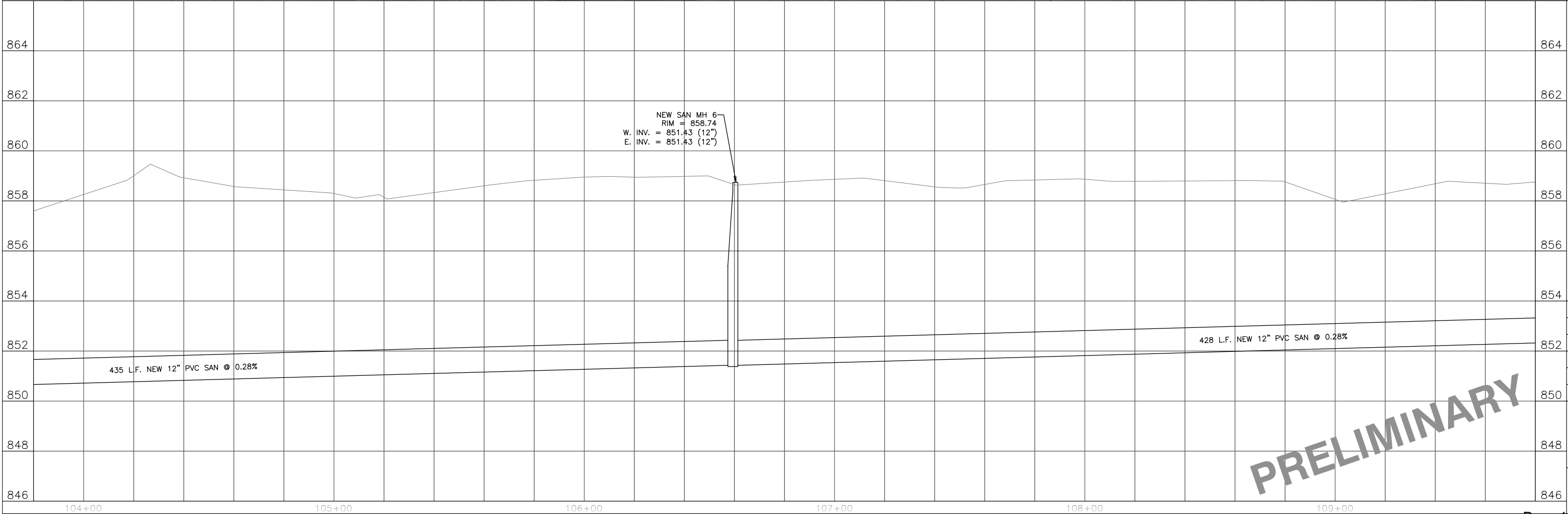


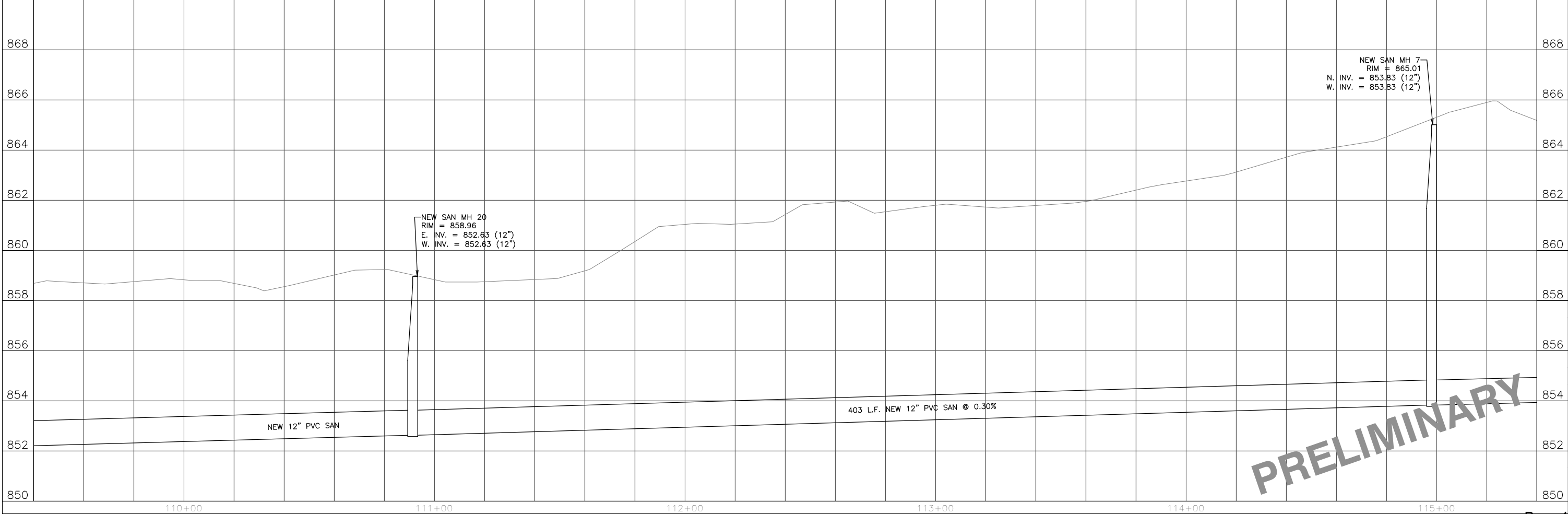
LEGEND

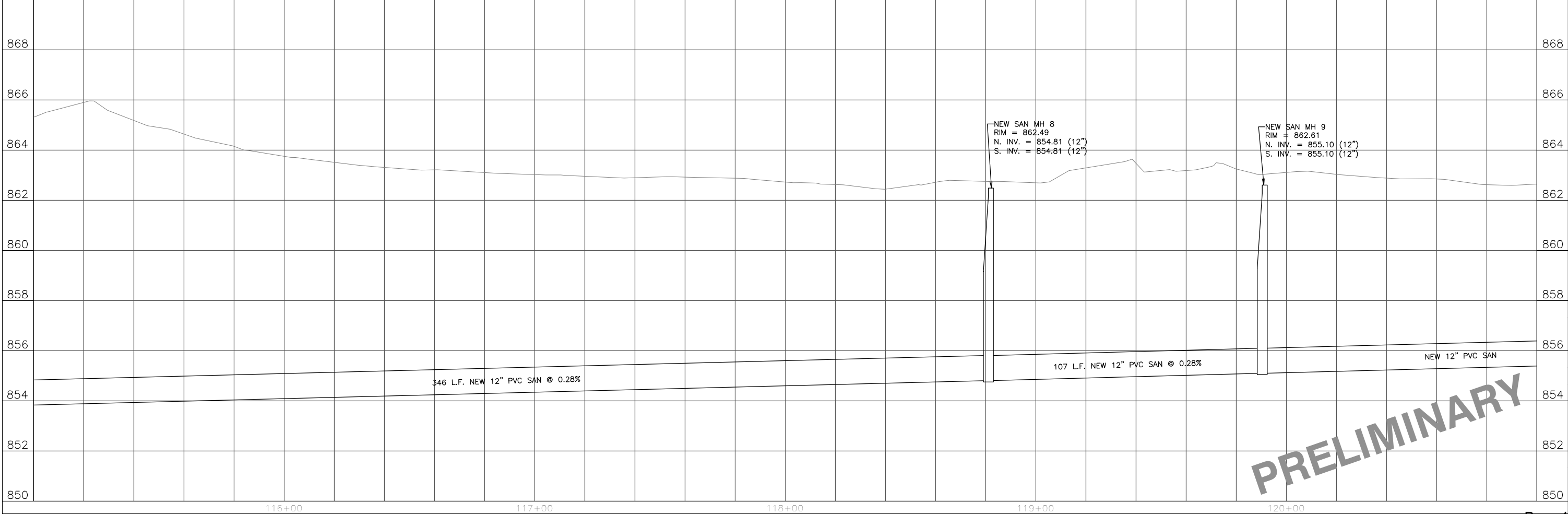
UNDERGROUND TELE.	— · — · — UT — · — · — UT — · — · — UT					
UNDERGROUND CATV.	————— UCATV —————					
UNDERGROUND ELEC.	— UE — UE — UE — UE — UE — UE —					
OVERHEAD	— OH — OH — OH —					
EXISTING GAS	— G — G — G — G —					
PROPERTY LINE	—————					
EXISTING WATER MAIN	— WM — WM — WM — WM —					
EXISTING SANITARY SEWER	— SAN — SAN — SAN — SAN —					
EXISTING STORM SEWER	— STM — STM — STM —					
EXISTING FENCE LINE	— x — x — x — x — x — x — x —					
SAWCUT	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
NEW STORM SEWER	—————					
NEW WATER MAIN	—————					
NEW SANITARY SEWER	—————					
NEW ITEMS:						
						
WATER VALVE	CURB STOP	HYDRANT	MANHOLE	CURB INLET	ENDWALL	GAS WARNING
EXISTING ITEMS:						
						
FLAG POLE	MAILBOX	POWER POLE	LIGHT POLE	LAMP POST	PULL BOX	
						
WATER VALVE	CURB STOP	HYDRANT	WELL	MONITORING WELL	TRACER WIRE	
						
SANITARY MANHOLE	SANITARY VALVE	CLEANOUT	STORM MANHOLE	CURB INLET	CIRCULAR INLET	
						
SQUARE INLET	ENDWALL	STUMP	DECID. TREE (RELATIVE SIZE SHOWN)	EVERGREEN	SHRUB OR HEDGE	SIGN
						
CATV. PED.	TELE. PED.	ELEC. PED.	GAS VALVE	STREET SIGN	IRON PIPE	IRON ROD

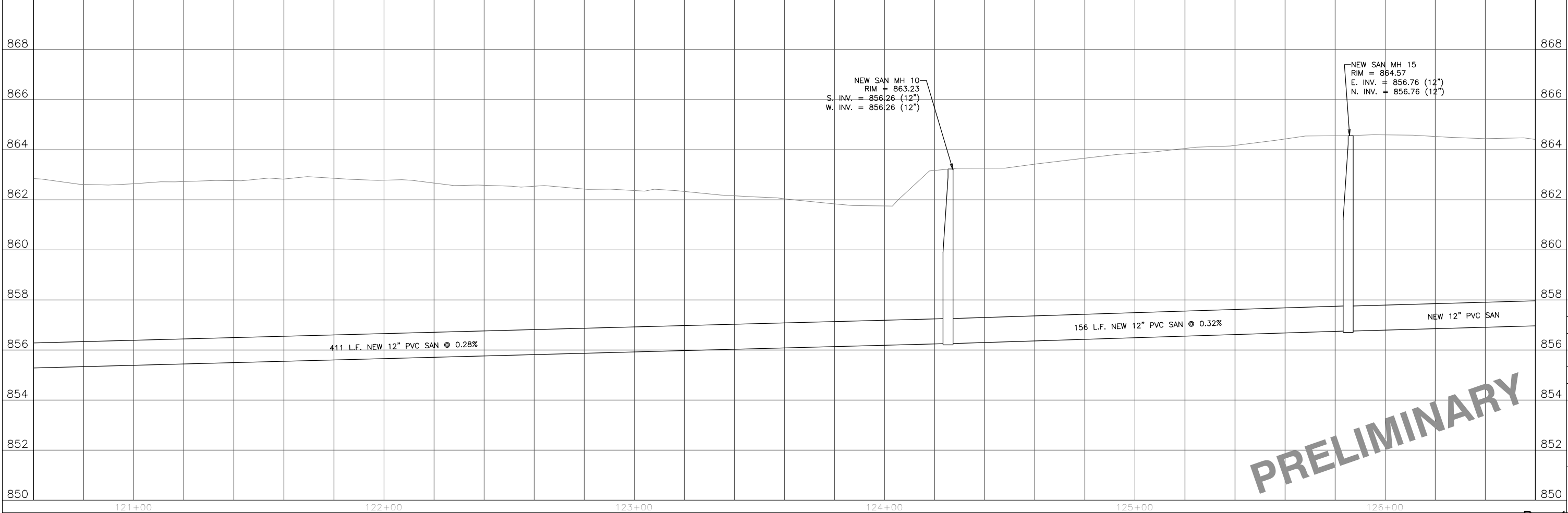
NOTES: 1.) EXISTING FEATURES AND LABELS ARE SHOWN WITH SCREENED, LIGHTER LINES.
2.) NEW CONCRETE IS SHOWN SHADED IN PLAN VIEWS
3.) CONCRETE REMOVALS ARE SHOWN BY CROSS-HATCHING





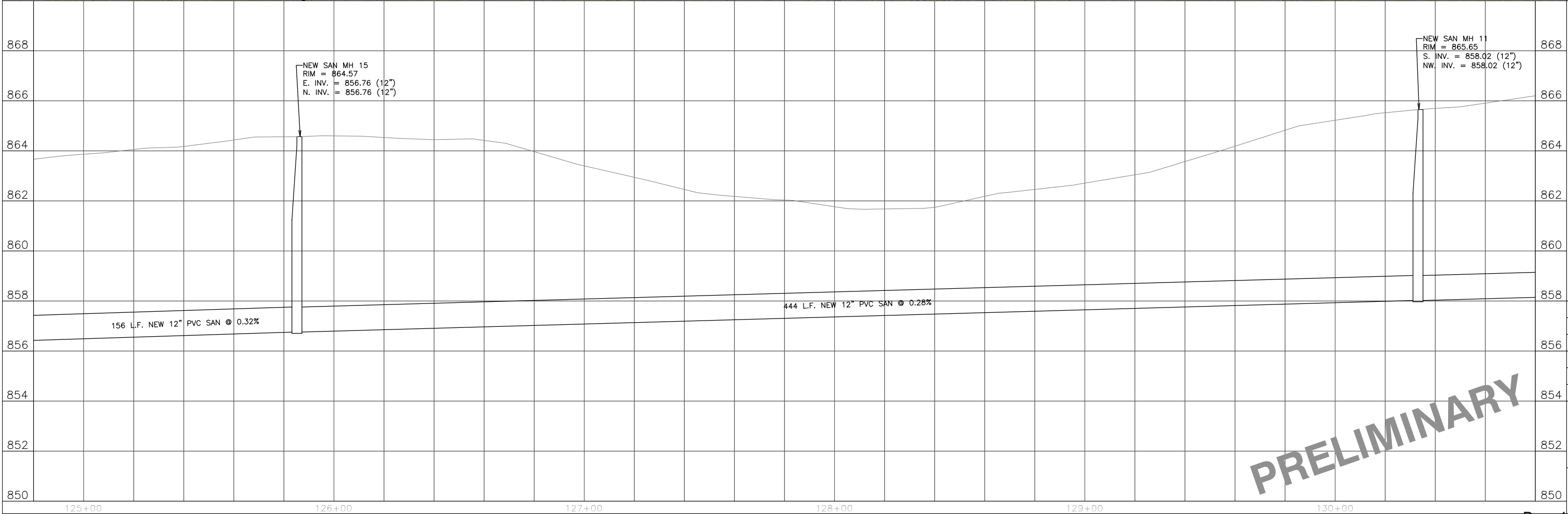
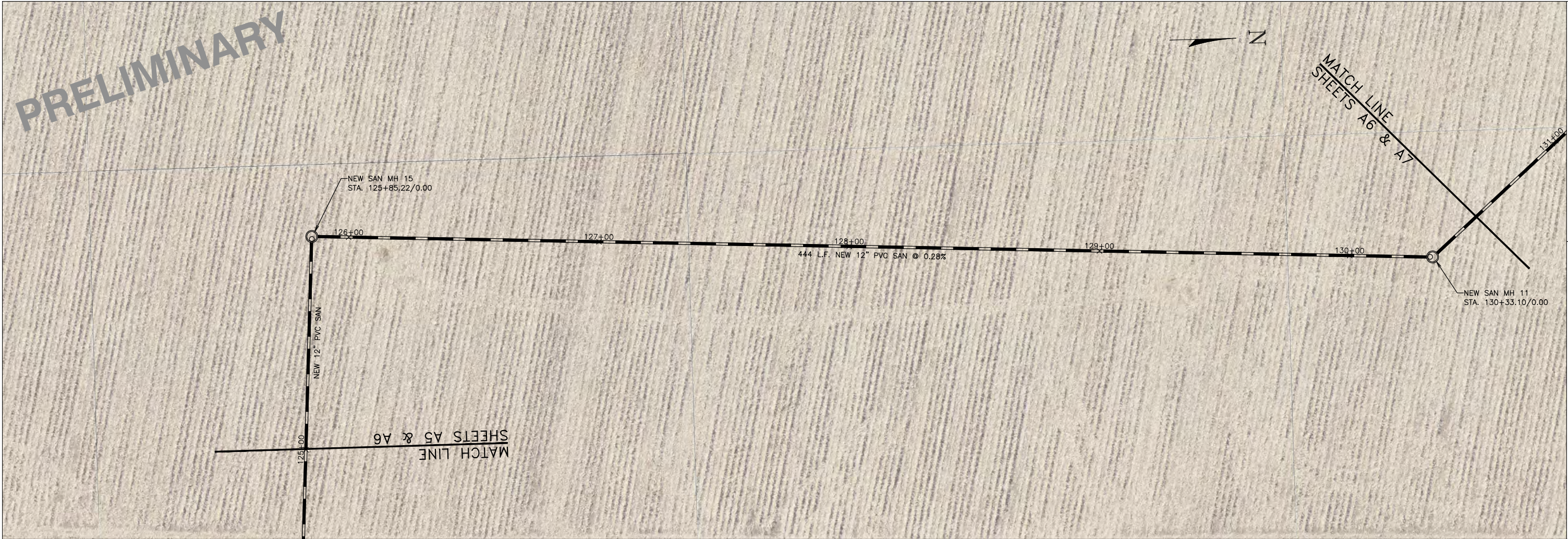


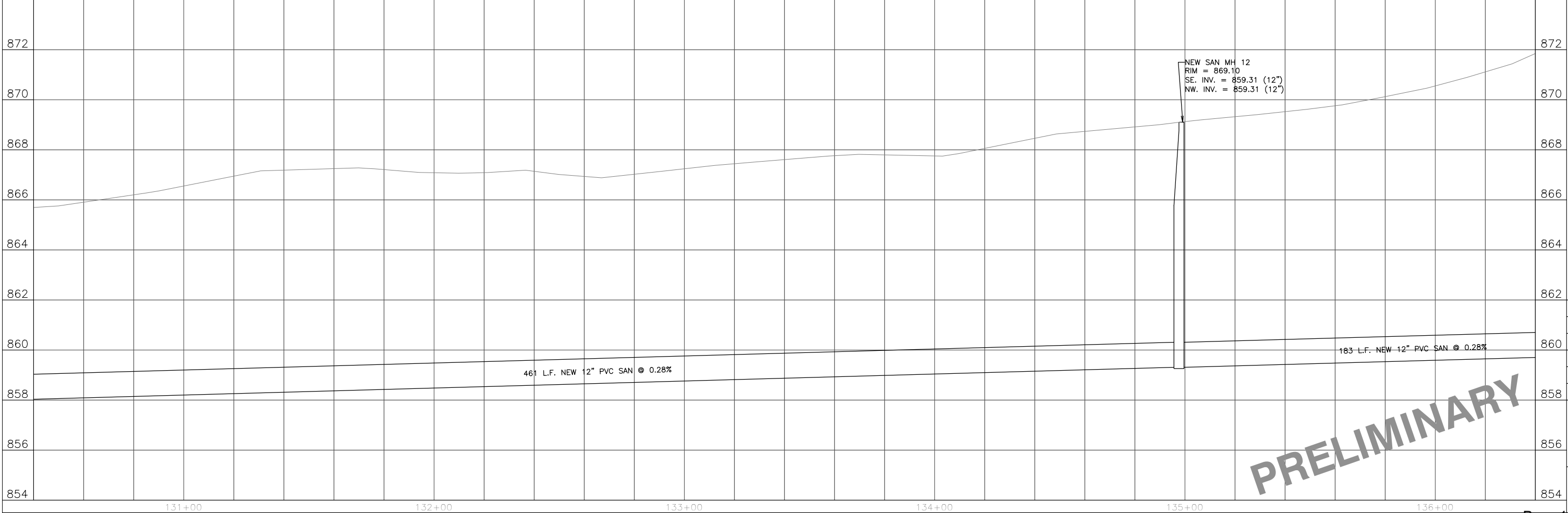


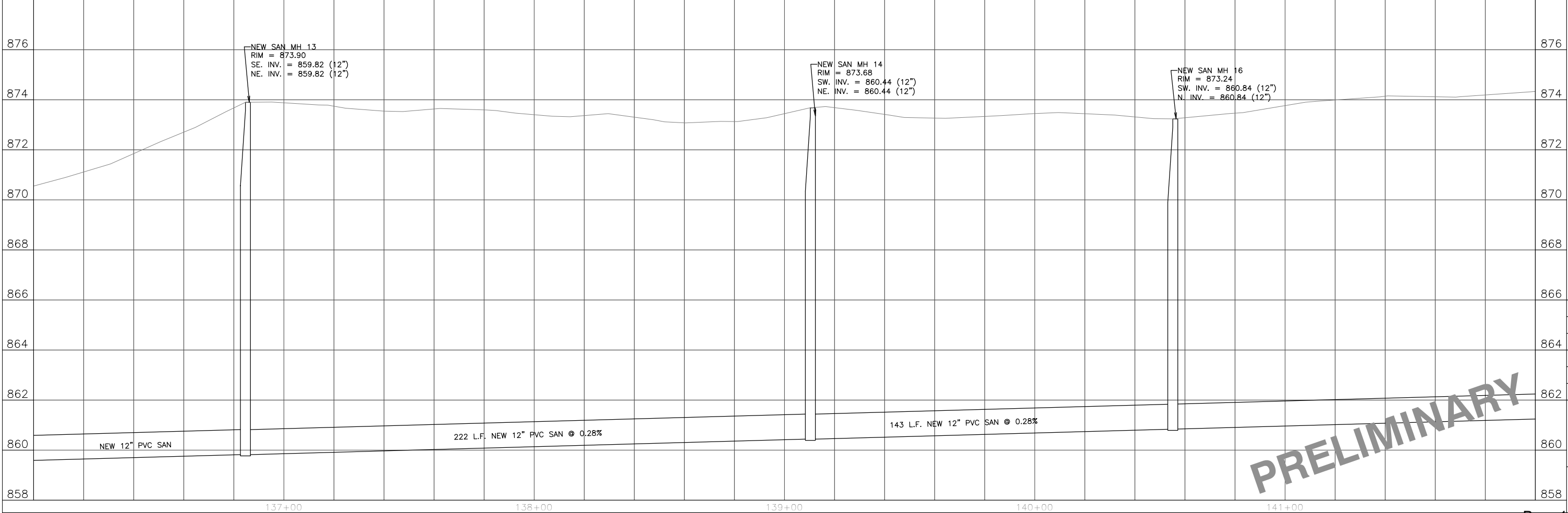


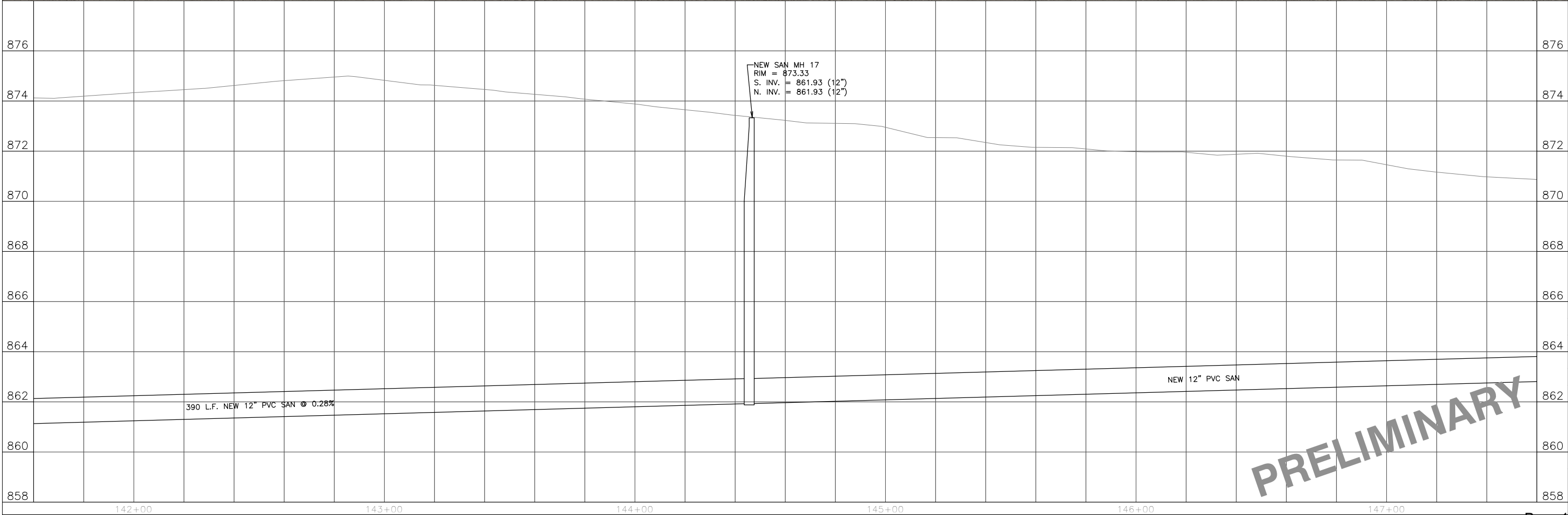
PRELIMINARY

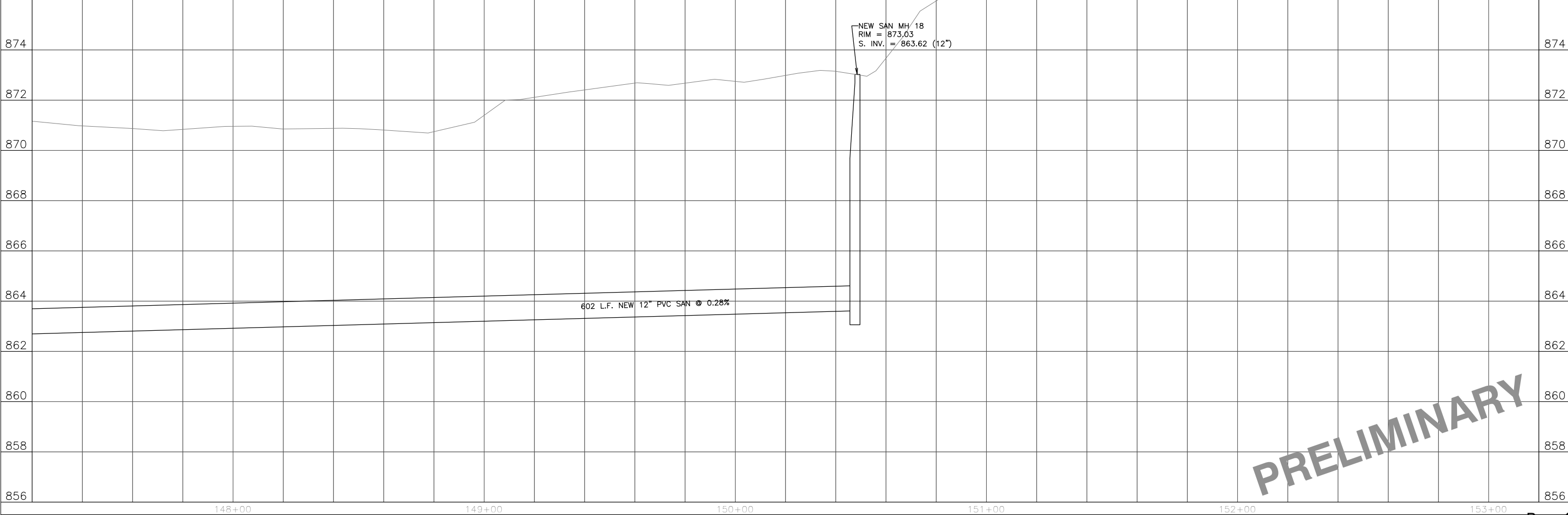
PRELIMINARY











Phase 1 Estimate

CLIENT NAME:
PROJECT NAME:

Village of McFarland
Countrywood Interceptor
Extension from Devil's Lake Way to northern edge of RR corridor
September 10, 2020

DATE OF ESTIMATE:

PHYSICAL ASSUMPTIONS:

Pipeline Subject to Dewatering, Feet:	1938
Pipeline Subject to Rock Excavation, Feet:	
Expected Average Depth of Rock, Feet:	
Pipeline Subject to Pavement Restoration, Feet:	1938
Depth of Pipeline, Feet:	9
Pipeline Subject to Grass Restoration, Feet:	1938
Crushed Aggregate Restoration Thickness, Inches:	18
Asphalt Pavement Restoration Thickness, Inches:	3
Average Pavement Width Left of Sewer, Feet:	10
Average Pavement Width Right of Sewer, Feet:	10
Average Grass Width Left of Sewer, Feet:	15
Average Grass Width Right of Sewer, Feet:	15
Assumed Trench Sideslope, Vert. to Horiz., ___ to 1:	1

COST ASSUMPTIONS FOR CALCULATIONS:

Crushed Aggregate Cost, Per Ton:	\$15.00
Asphalt Pavement Cost, Per Ton:	\$95.00

**Assumes that utility work is done concurrently with street work (no mobilization cost, only temp. gravel restoration above trench)

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization/Demobilization	1 lump sum		\$0
12" Dia. PVC Sanitary Sewer, Basic Cost	1938 lin. ft.	\$90 /lin. ft.	\$174,420
8" Dia. PVC Sanitary Sewer, Basic Cost	lin. ft.	\$65 /lin. ft.	\$0
24" Dia. Steel Casing	100 lin. ft.	\$500 /lin. ft.	\$50,000
Sanitary Manhole Castings	7 each	\$475 each	\$3,325
Sanitary Manhole Masonry	105 vert. ft.	\$400 /vert. ft.	\$42,000
4" Sanitary Wyes	0 each	\$300 each	\$0
4" Risers	0 vert. ft.	\$60 /vert. ft.	\$0
4" PVC Sanitary Service Laterals	0 lin. ft.	\$60 /lin. ft.	\$0
Service Lateral Reconnections	0 each	\$350 each	\$0
Tree & Other Obstacle Removal	1 lump sum		\$0
Dewatering Allowance	1938 lin. ft.	\$4 /lin. ft.	\$7,752
Pavement Restoration Allowance	1938 lin. ft.	\$64 /lin. ft.	\$124,032
Topsoil Restoration, Seeding, Fertilizing & Mulching Allowance	3876 sq. yd.	\$4 /sq. yd.	\$15,504
Allowance for Pulling Trench Box	0 lin. ft.	\$2 /lin. ft.	\$0
Maintenance/Recreational Path	1938 lin. ft.	\$100 /lin. ft.	\$193,800
Other Erosion Control	1 l.s.	\$500 l.s.	\$500

CONSTRUCTION SUBTOTAL

Engineering/Const Admin/Observation	@ 17 %	\$611,333
Contingency	@ 10 %	\$103,927
		\$61,133

TOTAL PROJECT COSTS

\$776,393

Cost if using 8-inch pipe
Upsizing costs

\$714,861
\$61,532

Public Input Session—Eastside Interceptor

August 31, 2020 at 6:00 p.m. via Zoom webinar

Attendee comments and questions:

- Bill Stoneman, 5905 Oak Hollow Drive, McFarland WI
 - Has there been any resistance of the current landowners?
 - Also, what is the estimated financial gain of each impacted parcel owner? Payment for easement? Please detail—this is public record, correct?
 - A question came to mind. At what point in the future do we anticipate a need to expand capacity or our connection to Metro?
- Chris Fredrick
 - Do you want to expand on the potential staging options. It was mentioned but not elaborated on
- Jane Licht
 - When do you anticipate this project to start
- Wes Licht, 2964 Highway AB
 - What mount of wetlands will be destroyed? How will they be restored? Or replaced? Will the 30 foot easement include the bike path?
 - If AB is improved due to the housing projects south of the tracks and the 100 plus homes in the Veridian development on the Utterback property, will the placement of the pipeline be a problem as it seems very close to the roadway as it crosses the RR tracks?



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: Presentation and update regarding recent Coastal Cleanup Day.

PREVIOUS ACTION:

ISSUE SUMMARY:

Please find enclosed information regarding Coastal Cleanup Day that was organized by the Volunteer Committee. Information about the event that was held is included and a report prepared by the Volunteer Coordinator on participation and results. We will go over this as a presentation and update as part of our meeting. No action is required with this item.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Kayak Clean Up_Babcock Park
2. Report on Coastal Clean Up Day

Kayak Clean Up

Launch: Babcock Park

Location(s): Babcock Lagoon and Island

**Please avoid any private land along shores.*

Task(s): Pick up trash/recyclables along shoreline

Materials Needed: Gloves, trash bags, trash picker

WEAR
APPROPRIATE
LIFE JACKETS
AT ALL TIMES



COVID-19 GUIDELINES FOR VOLUNTEERS IN THE COMMUNITY

- Each volunteer slot is limited to individuals or family members from the same household to maintain safe social distancing and limit exposure.
- All volunteers are required to maintain at least six feet of distance from other park visitors.
- Wearing face masks within parks is not required, but strongly encouraged.
- Volunteers using personal watercraft while volunteering should use life jackets while on the water.

THANK YOU FOR YOUR DEDICATION OF TIME AND ENERGY TO
KEEPING OUR WATERWAYS CLEAN, HEALTHY, AND BEAUTIFUL!

On Saturday, September 19th the Village of McFarland Volunteer Program participated for the first time in International Coastal Clean Up Day.

Some information about International Coastal Clean Up Day: In 1986, concerned citizens joined forces to initiate the first Coastal Clean Up Day through the Ocean Conservancy, which is a non-profit environmental advocacy group based out of Washington D.C. The event has grown in scope and size and is celebrating over 30 years of coordinated volunteer action to remove trash from lakes and waterways throughout the globe.

In 2020, Dane County Land and Water Resources, partnering with Henry Vilas Zoo had arranged for an event, Party for the Planet, celebrating the anniversary of Earth Day in the spring. However, the COVID-19 pandemic forced the cancellation of that event. In lieu of the event, the decision was made to promote a day of volunteerism to coincide with Coastal Clean Up Day, emphasizing the importance of supporting our local waterways. The event was an opportunity to bring more attention and awareness to other programs for lake conservation in Dane County including the Don't Leaf our Lakes initiative.

In 2019 the McFarland Volunteer Program coordinated with Dane County Land and Water Resources for a storm drain marking event throughout the village, which proved to be successful and developed the groundwork for ongoing collaborations for programming in the Village of McFarland. When the Coastal Clean Up Event was launched, Christal Campbell from Dane County Land and Water Resources reached out to see if we would be interested in serving as a coordinating site for volunteers.

Special precautions were implemented to provide adequate social distancing for the event. The SignUp Genius portal, which had been created for previous volunteer events, as well as on-going Park Volunteering, was utilized to provide for online sign up, and was promoted via the Village of McFarland website and social media postings with the help of our Communications and Technology

Department. Slots were limited in number and were only available to individuals or members from the same family. All available slots were filled within 3 days. The available volunteer slots were as follows:

By Water (volunteers must provide personal watercraft and safety vests)

- Lake Waubesa Shoreline from McDaniel Park north to railroad bridge
- Babcock Lagoon, Island and Non-residential shoreline
- Yahara River from Lewis Park to Exchange St.
- Yahara River from Exchange St. to Highway 51
- Lower Mud Lake North Shore

By Land:

- McDaniel Park
- Lewis Memorial Park
- Marsh Woods Park
- Jaeger Park

Supplies provided by Dane County Land and Water Resources included masks, hand sanitizer, gloves, trash bags, and data collection sheets. We were able to provide reacher tools for our volunteers using watercraft to make trash collection more accessible. Each volunteer was given a detailed map with instructions, including launch points and trash disposal options. The following guidelines, specific to volunteering amidst COVID-19 were emphasized on the SignUp Genius portal, in follow up emails, and at supply pick up:

- Each volunteer slot is limited to individuals or family members from the same household to maintain social distancing and limit exposure.
- All volunteers are required to maintain at least six feet of distance from other park visitors.
- Wearing face masks within parks is not required, but strongly encouraged.
- Volunteers using personal watercraft while volunteering should use life jackets while on the water.

Each volunteer was given a data collection sheet to fill out and then submit to Dane County Land and Water Resources directly via a stamped addressed envelope. We have not yet received all of the data from volunteers, however we

have some initial numbers about the amount and kind of material removed from our waterways:

	Trash	Recycling
Kitchen-size garbage bags	4 ½ bags	2 ½ bags
Grocery-size plastic bags	3 bags	2 bags

Most Common Items: aluminum cans, glass bottles, food wrappers, tennis balls, dog waste bags.

Most Unusual Items: FOUR TIRES, water ski, shoe sole, large pieces of Styrofoam, satellite dish

Some items were too large or cumbersome to remove, and the location of those items was communicated to our Parks Superintendent, Sayer Larson.

We hope to participate in the Coastal Clean Up Day in future years with expanded opportunities if possible, based on the status of public health concerns.

Respectfully Submitted,
Katie Gletty-Syoen
Volunteer Coordinator





VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, September 28, 2020

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Transmittal of the draft 2021 Budget from Village Staff to Village Board for review and consideration.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The Staff Submittal of the draft 2021 Budget is now complete and transmitted to the Village Board for review and consideration. All funds are included for review at this time. The total Operating Budget for next year is proposed at \$9,623,750 which is just over a 7% increase from the previous year for all funds with some inclusion of tax levy support. Total cost for debt service has risen with recent borrowings to \$1,818,000 or an approximate 6.5% increase from 2020.

The tax levy to support the operating budget is proposed to increase by 3.91% or \$249,000 to a level of \$6,615,250 for the coming year. The tax rate; however, will result in a decrease falling from \$6.49 the previous year to \$6.27 projected for next year. This is attributed to the significant growth the Village has experienced which allows the levy to be spread over more value helping to decrease the actual rate. The median home value in 2019 was \$279,050 and in 2020 this rose to \$295,100. Someone with a home of that value would expect to pay about 2.19% more in their Village taxes or about \$39.71 more compared to the previous year.

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

FINANCIAL/BUDGET IMPACT:

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

The Village Board was provided paper copies of the budget within their binder; however, a



complete electronic copy is available on the Village website. This includes a table of contents with links and bookmarks to sections that you want to review. It also has its own set of page numbers to keep track of the whole document rather than by fund as its presented in the binder.

This can be viewed at:

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

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

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

- October 8 at 6:00 pm - This is a special meeting for budget review.
- October 12 at 7:00 pm - The review will take place during the regularly scheduled board meeting.
- October 15 at 6:00 pm - This is a special meeting for budget review and presently optional, as needed.
- October 26 at 7:00 pm - The review will take place during the regularly scheduled board meeting.
- November 5 at 6:00 pm - This is a special meeting for budget review.
- November 9 at 7:00 pm - This review will take place during the regularly scheduled board meeting, presently optional as needed.
- November 23 at 7:00 pm - This is when the public hearing and final approval will be granted within a regular board meeting.

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

ATTACHMENTS:

None