

Monday, January 25, 2021

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/87148077759>

Or by Telephone: +1 (312) 626-6799
Webinar ID: 871 4807 7759

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) February 16, 2021 - Spring Primary - Absentee Voting Information
 - 2) Village Candidates for Spring Election Certified
 - b. Public Communications
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the January 11, 2021 Village Board meeting.
 - b. Motion to approve Checks in the amount of \$7,107,655.66.
 - c. Motion to approve appointing Isabella Gletty-Syoen to serve on the Ad-Hoc Sustainability Committee.
 - d. Motion to approve appointing Mona Nelson to serve on the Library Board 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. Public Safety Committee (Trustees Kryzenske & Brassington)
 - 1) Discussion and action regarding Ordinance #2021-02: an ordinance regarding the requirement to clear snow around fire hydrants.
- b. Public Works Committee (Trustees Clow & Rupert)
 - 1) Discussion and action regarding the creation of a Traffic Management Request Policy as Chapter 1 of the Public Works Policy Manual.
 - 2) Discussion and action regarding the creation of a Street Light Policy as Chapter 2 of the Public Works Policy Manual.
- c. Discussion and action regarding Resolution #2021-03: a resolution ratifying and approving an agreement for the sale of property located at 4900 Larson Beach Road, McFarland, WI.
- d. Discussion and action to approve Resolution 2021-02 Release of Development Agreement for Woodland Commons.
- e. Discussion and action to schedule annual review of the Village Administrator.
- f. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.
 - 1) Discussion and action to make a referral to the Public Works Committee to prepare a plan for annual street repaving and maintenance.

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

McFarland
SUMMARY SHEET

MEETING DATE: Monday, January 25, 2021

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT:

AGENDA ITEM: February 16, 2021 - Spring Primary - Absentee Voting Information

PREVIOUS ACTION:

ISSUE SUMMARY:

The Village of McFarland will hold a Spring Primary on February 16, 2021 for the statewide office of State Superintendent of Public Instruction.

By Mail Absentee - By mail ballots will be available beginning Tuesday January 26, 2021 and may be requested up through February 11, 2021 at 5 p.m.

Ballots can be requested by visiting: <https://myvote.wi.gov/en-US/VoteAbsentee>

In-office absentee voting will begin on February 2, 2021 and run through Friday February 12th in the administration offices daily Monday through Friday from 8 a.m. to 4:30 p.m. On Friday February 12th Village offices will be open until 5 p.m. for absentee voting.

You can view a sample copy of the ballot by visiting: <https://myvote.wi.gov/en-us/PreviewMyBallot>

Please contact the Village Administration office with any questions on voting including absentee ballots at 608-838-3153 or via email at village.administration@mcfarland.wi.us.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None

McFarland
SUMMARY SHEET

MEETING DATE: Monday, January 25, 2021

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Village Candidates for Spring Election Certified

PREVIOUS ACTION:

ISSUE SUMMARY:

Village candidates and ballot placement have been certified for the April 6, 2021 Spring Election. Candidates and ballot placement are as follows:

Village President (Vote for no more than one)
Carolyn Clow

Village Trustee(vote for no more than three):
Stephanie Brassington
Clair Bud Utter
Carrie Nelson
Christopher St. Clair

More information on candidate forum will follow closer to the election.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, January 11, 2021 - 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 Michael Flaherty, Village Trustee Eric Kryzenske, Village Trustee Justin Rupert, Village Trustee Clair Utter

Village Board members not present: None

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Police Chief Brian Redman, Community and Economic Development Director Andrew Bremer, Fire/EMS Director Chris Dennis, and Communications & Technology Director Stephanie Miller.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) Notice of Opportunity to Request a Public Hearing issued by the Wisconsin Department of Transportation for the proposed improvement of US Highway 51.

President Czebotar announced the opportunity to request a Public Hearing issued by the WI DOT for the proposed improvement of US Highway 51.

b. Public Communications

4. CONSENT AGENDA.

a. Motion to approve the minutes of the December 14, 2020 Village Board meeting.

b. Motion to approve Check #78365-78593 in the amount of \$810,933.58.

c. Motion to approve appointing Justin Couey to serve as agent for the Class B intoxicating liquors and Class B fermented malt beverages license for SWN INC., DBA Maple Tree Supper Club, located at 6010 Hwy 51.

d. Motion to approve appointing Eric Halberslaben to serve as agent for the Class A intoxicating liquors and Class A fermented malt beverages license for Roundy's Supermarket Inc. located at 5709 Highway 51.

e. Motion to approve appointing Mike Moderski to serve on the Finance Committee for a term ending April 30, 2021.

Motion by Village President Brad Czebotar, second by Trustee Carolyn Clow, to approve the consent agenda as presented. Motion carries 6 - 0 - 1 by acclamation with Trustee Clair Utter voting nay.

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.

National School Crossing Guard week - Chief Redman recognized those individuals for the great service they provide to the Village all year long to get kids to school safely.

6. BUSINESS.

- a. Discussion an action on Resolution 2021-01: A Resolution to rescind taxes due to Palpable Error on Personal Property Account #49-10950 for the McFarland Animal Hospital.

Motion by Village President Brad Czebotar, second by Village Trustee Stephanie Brassington, to approve Resolution 2021-01: A Resolution to rescind taxes due to Palpable Error on Personal Property Account #49-10950 for the McFarland Animal Hospital. Motion carries 7 - 0 - 0 by acclamation.

- b. Communications and Technology Committee (Trustees Brassington & Kryzenske)
Personnel Committee (President Czebotar & Utter)

- 1) Discussion and action regarding revisions to Chapter 33 (Use of Social Media) of the Personnel Policy Manual.

Motion by Village President Brad Czebotar, second by Village Trustee Clair Utter, to approve revisions to Chapter 33 (Use of Social Media) of the Personnel Policy Manual. Motion carries 7 - 0 - 0 by acclamation.

- c. Plan Commission (President Czebotar & Trustee Rupert)

- 1) Discussion and action regarding Ordinance #2020-01: an ordinance rezoning remnant lands located at 5761 & 5771 Holscher Road from R-3 (General Residence) to R-1 (Single Family Residence).

Motion by Village President Brad Czebotar, second by Village Trustee Justin Rupert, to approve Ordinance #2020-01: an ordinance rezoning remnant lands located at 5761 & 5771 Holscher Road from R-3 (General Residence) to R-1 (Single Family Residence). Motion carries 7 - 0 - 0 by acclamation.

- 2) Discussion and action regarding a request by Matt Schuenke on behalf of the Village of McFarland for a Certified Survey Map (CSM) to combine a remnant portion of lands from 5761-71 Holscher Road to Lot 2 of CSM 15364, McFarland, WI.

Motion by Village President Brad Czebotar, second by Village Trustee Justin Rupert, to

approve a request by Matt Schuenke on behalf of the Village of McFarland for a Certified Survey Map (CSM) to combine a remnant portion of lands from 5761-71 Holscher Road to Lot 2 of CSM 15364, McFarland, WI .

President Czebotar amended the motion to include the following conditions:

1. Revising the CSM to acquire additional lands in the northwest corner of the site to provide for a larger triangle of the ROW for the Holscher road/Broadhead Road intersection as provided in the Village engineers staff report dated December 11, 2020.
2. That the original conditions put on the property regarding storm water management in the original plat approval be adhered to and continued by the Village.

Rupert accepted the amendment. Motion carries 7 - 0 - 0 by acclamation.

- d. Discussion and action to accept bid in order to purchase ladder truck within the adopted 2021 Capital Projects Fund Budget for the Fire and Rescue Department.

Motion by Village Trustee Carolyn Clow, second by Village Trustee Stephanie Brassington, to accept the bid from Reliant to purchase a ladder truck in an amount not to exceed \$1,405,000 which includes the contract price and contingency for change orders, equipment, mounting, unforeseen inspections, and allows for the sustainable committee's recommendation on the idle technology. Motion carries 6 - 1 - 0 by acclamation with Trustee Mike Flaherty voting nay.

- e. Discussion and action to direct the Public Utilities Committee and Village Engineer to determine the geographical area that will be specifically benefited by the 2021 Eastside Sanitary Sewer Interceptor Project and to make report as to their findings of the per connection cost of the interceptor.

Motion by Village President Brad Czebotar, second by Village Trustee Eric Kryzenske, to approve directing the Public Utilities Committee and Village Engineer to determine the geographical area that will be specifically benefited by the 2021 Eastside Sanitary Sewer Interceptor Project and to make a report as to their findings of the per connection cost of the interceptor. Motion carries 6 - 1 - 0 by acclamation, with Trustee Clair Utter voting nay.

- f. Communications and Technology Committee (Trustees Brassington & Kryzenske)

- 1) Presentation on the new design and format for the Village Website.

Communications & Technology Director Stephanie Miller, presented on the new design and format for the Village Website. She highlighted with CivicPlus, the website was built and catered directly to the Village based on feedback and direction from staff.

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

President Czebotar referred the issue of developing a schedule for road replacements in the future. The Board opted to put the item on the next Village Board meeting for further discussion on the referral.

President Czebotar referred the issue of creating an ordinance regarding fire hydrants

and snow removal. Without objection the matter was referred to the Public Safety Committee.

7. CLOSED SESSION.

- a. Discussion and action to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to consider property acquisition within the park system.

Motion by Village President Brad Czebotar, second by Village Trustee Carolyn Clow, to enter into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to consider property acquisition within the park system at 7:40 p.m. Motion carries 7 - 0 - 0 by acclamation.

8. RECONVENE INTO OPEN SESSION.

Motion by Village President Brad Czebotar, second by Village Trustee Justin Rupert, to enter back into Open Session at 9:02 p.m. Motion carries 7 - 0 - 0 by acclamation.

9. ADJOURNMENT.

Motion by Village Trustee Clair Utter, second by Village Trustee Justin Rupert, to adjourn at 9:03 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:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
1	5 ALARM FIRE & SAFETY	201157-1	5 ALARM TOOLS	1	12/30/2020	40,750.00	.00	40,750.00	01/22/2021
		201693-1	5 ALARM	1	12/30/2020	20,553.00	.00	20,553.00	01/22/2021
		202804-2	STOKES BASKET/LITTER	1	01/08/2021	1,519.00	.00	1,519.00	01/22/2021
Total 1:						62,822.00	.00	62,822.00	
30	ALLIANT ENERGY/WP&L	010821	MUNICIPAL CENTER	1	01/08/2021	3,040.98	.00	3,040.98	01/22/2021
		010821	LIBRARY	2	01/08/2021	2,116.40	.00	2,116.40	01/22/2021
		010821	WELL #4	3	01/08/2021	1,574.12	.00	1,574.12	01/22/2021
		010821	SOCCER BUILDING	4	01/08/2021	222.03	.00	222.03	01/22/2021
		011421	HIDDEN FARM FLOOD LI	1	01/14/2021	27.69	.00	27.69	01/22/2021
		011821	3234 COUNTY RD AB	1	01/18/2021	18.99	.00	18.99	01/22/2021
Total 30:						7,000.21	.00	7,000.21	
74	BAKER & TAYLOR BOOK	2035626404	JUVENILE BOOKS	1	12/22/2020	93.41	.00	93.41	01/22/2021
		2035700019	ADULT BOOKS	1	01/04/2021	419.81	.00	419.81	01/22/2021
		2035709019	ADULT BOOKS	1	01/08/2021	753.43	.00	753.43	01/22/2021
Total 74:						1,266.65	.00	1,266.65	
104	BOBCAT OF MADISON IN	01-91750	TOOLCAT MAINTENANCE	1	01/06/2021	139.68	.00	139.68	01/22/2021
		01-91750	TOOLCAT MAINTENANCE	2	01/06/2021	38.10	.00	38.10	01/22/2021
		01-91750	TOOLCAT MAINTENANCE	3	01/06/2021	38.10	.00	38.10	01/22/2021
		01-91750	TOOLCAT MAINTENANCE	4	01/06/2021	38.10	.00	38.10	01/22/2021
Total 104:						253.98	.00	253.98	
172	CITY OF MADISON TREA	31873	SIGNS	1	01/05/2021	1,080.20	.00	1,080.20	01/22/2021
		31928	COMMUNICATION CHAR	1	01/08/2021	27.41	.00	27.41	01/22/2021
Total 172:						1,107.61	.00	1,107.61	
194	CONCENTRA	103295854	RANDOM DRUG / ALCOH	1	01/04/2021	52.25	.00	52.25	01/22/2021
		103295854	RANDOM DRUG / ALCOH	2	01/04/2021	14.25	.00	14.25	01/22/2021
		103295854	RANDOM DRUG / ALCOH	3	01/04/2021	14.25	.00	14.25	01/22/2021
		103295854	RANDOM DRUG / ALCOH	4	01/04/2021	14.25	.00	14.25	01/22/2021
Total 194:						95.00	.00	95.00	
228	DANE CO CITIES & VILLA	111920	DCCVA DUES	1	11/29/2020	3,205.00	.00	3,205.00	01/22/2021
Total 228:						3,205.00	.00	3,205.00	
247	DANE CO TREASURER	011121	JANUARY TAX SETTLEM	1	01/11/2021	1,246,559.	.00	1,246,559.	01/11/2021
		154-010621	JAIL & SURCHARGES - D	1	01/06/2021	370.80	.00	370.80	01/22/2021
Total 247:						1,246,930.	.00	1,246,930.	
281	DIGGERS HOTLINE INC	201 2 37601	WATER LOCATES	1	12/31/2020	205.32	.00	205.32	01/22/2021
		201 2 37601	SEWER LOCATES	2	12/31/2020	205.32	.00	205.32	01/22/2021
Total 281:						410.64	.00	410.64	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
408	GRAINGER INC	9771681823	PUMP FOR SALT BRINE	1	01/13/2021	103.42	.00	103.42	01/22/2021
		9771681823	PUMP FOR SALT BRINE	2	01/13/2021	28.20	.00	28.20	01/22/2021
		9771681823	PUMP FOR SALT BRINE	3	01/13/2021	28.20	.00	28.20	01/22/2021
		9771681823	PUMP FOR SALT BRINE	4	01/13/2021	28.20	.00	28.20	01/22/2021
		9772990975	SQUEEGEE	1	01/14/2021	46.98	.00	46.98	01/22/2021
		9773494266	SAFETY GLASSES	1	01/14/2021	13.34	.00	13.34	01/22/2021
Total 408:						248.34	.00	248.34	
416	HACH COMPANY	12266831	FLORIDE TESTING SUPP	1	12/31/2020	744.30	.00	744.30	01/22/2021
Total 416:						744.30	.00	744.30	
452	HYDRITE CHEMICAL	02426874	WATER CHEMICALS	1	01/05/2021	1,182.12	.00	1,182.12	01/22/2021
Total 452:						1,182.12	.00	1,182.12	
469	ITRON INC	578610	ITRON MAINT AGREEME	1	01/12/2021	337.20	.00	337.20	01/22/2021
		578610	ITRON MAINT AGREEME	2	01/12/2021	337.20	.00	337.20	01/22/2021
Total 469:						674.40	.00	674.40	
476	JEFFERSON FIRE & SAF	IN125595	SCOTT BOARD ASSY	1	01/05/2021	115.20	.00	115.20	01/22/2021
		PB000419	TURNOUT GEAR	1	11/06/2020	2,815.00	.00	2,815.00	01/22/2021
		PB000419	TURNOUT GEAR	2	11/06/2020	2,815.00	.00	2,815.00	01/22/2021
Total 476:						5,745.20	.00	5,745.20	
563	LW ALLEN LLC	104789	SCADA	1	10/13/2020	7,790.00	.00	7,790.00	Multiple
Total 563:						7,790.00	.00	7,790.00	
580	MADISON SPRING CO IN	126218	TRUCK PARTS	1	01/13/2021	32.80	.00	32.80	01/22/2021
		126218	TRUCK PARTS	2	01/13/2021	8.95	.00	8.95	01/22/2021
		126218	TRUCK PARTS	3	01/13/2021	8.95	.00	8.95	01/22/2021
		126218	TRUCK PARTS	4	01/13/2021	8.94	.00	8.94	01/22/2021
Total 580:						59.64	.00	59.64	
606	MCFARLAND FIREFIGHT	123120	QUARTERLY PAYROLL P	1	12/31/2020	515.00	.00	515.00	01/22/2021
Total 606:						515.00	.00	515.00	
613	MCFARLAND SCHOOL DI	011121	JANUARY TAX SETTLEM	1	01/11/2021	4,779,173.	.00	4,779,173.	01/11/2021
Total 613:						4,779,173.	.00	4,779,173.	
618	MCFARLAND TRUE VALU	95094-12312	LIBRARY SUPPLIES	1	12/31/2020	37.86	.00	37.86	01/22/2021
		95094-12312	CONNECTORS	2	12/31/2020	2.51	.00	2.51	01/22/2021
		95094-12312	PD - SCREW KIT	3	12/31/2020	12.59	.00	12.59	01/22/2021
		95094-12312	PW SUPPLIES	4	12/31/2020	4.39	.00	4.39	01/22/2021
		95094-12312	PW SUPPLIES	5	12/31/2020	29.64	.00	29.64	01/22/2021
		95094-12312	PW SUPPLIES	6	12/31/2020	103.67	.00	103.67	01/22/2021
		95094-12312	PW SUPPLIES	7	12/31/2020	75.75	.00	75.75	01/22/2021
		95094-12312	PW SUPPLIES	8	12/31/2020	8.08	.00	8.08	01/22/2021
		95094-12312	PW SUPPLIES	9	12/31/2020	1.20	.00	1.20	01/22/2021
		95094-12312	PW SUPPLIES	10	12/31/2020	28.29	.00	28.29	01/22/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		95094-12312	PW SUPPLIES	11	12/31/2020	13.49	.00	13.49	01/22/2021
		95094-12312	PW SUPPLIES	12	12/31/2020	1.20	.00	1.20	01/22/2021
		95094-12312	PW SUPPLIES	13	12/31/2020	28.29	.00	28.29	01/22/2021
		95094-12312	PW SUPPLIES	14	12/31/2020	8.08	.00	8.08	01/22/2021
		95094-12312	PW SUPPLIES	15	12/31/2020	45.48	.00	45.48	01/22/2021
		95094-12312	PW SUPPLIES	16	12/31/2020	8.08	.00	8.08	01/22/2021
		95094-12312	PW SUPPLIES	17	12/31/2020	1.20	.00	1.20	01/22/2021
		95094-12312	PW SUPPLIES	18	12/31/2020	28.29	.00	28.29	01/22/2021
	Total 618:					438.09	.00	438.09	
620	MCFARLAND YOUTH CE	011221	ANNUAL CONTRIBUTION	1	01/12/2021	40,250.00	.00	40,250.00	01/22/2021
	Total 620:					40,250.00	.00	40,250.00	
634	MENARDS - MONONA	6288	PW SHOP-WATER SUPPL	1	01/06/2021	60.27	.00	60.27	01/22/2021
		6351	PARK SUPPLIES	1	01/07/2021	39.14	.00	39.14	01/22/2021
	Total 634:					99.41	.00	99.41	
640	MGE	11299443-01	STREET LIGHTS	1	01/05/2021	730.08	.00	730.08	01/22/2021
	Total 640:					730.08	.00	730.08	
667	MINNESOTA LIFE INS CO	002832L-FE	LIFE INSURANCE	1	01/15/2021	1,353.07	.00	1,353.07	01/22/2021
	Total 667:					1,353.07	.00	1,353.07	
748	PURCHASE POWER	011021	METER RENTAL	1	01/10/2021	180.00	.00	180.00	01/22/2021
	Total 748:					180.00	.00	180.00	
765	LEGAL SHIELD	0108629-JA	LEGAL SHIELD	1	01/15/2021	399.75	.00	399.75	01/22/2021
	Total 765:					399.75	.00	399.75	
775	PUBLIC SERVICE COMM	2012-I-03490	PSC FEE FOR RATE CAS	1	01/14/2021	345.43	.00	345.43	01/22/2021
	Total 775:					345.43	.00	345.43	
796	REGISTRATION FEE TRU	01082021	PLATE FOR FOAM TRAIL	1	01/08/2021	169.50	.00	169.50	01/22/2021
	Total 796:					169.50	.00	169.50	
879	SOUTH CENTRAL LIBRA	21-019	TECHNOLOGY & ILS FEE	1	01/09/2021	45,683.00	.00	45,683.00	01/22/2021
	Total 879:					45,683.00	.00	45,683.00	
957	TOM'S AUTO CENTER IN	0049216	TRUCK REPAIR	1	01/08/2021	85.62	.00	85.62	01/22/2021
		0049216	TRUCK REPAIR	2	01/08/2021	85.62	.00	85.62	01/22/2021
		0049216	TRUCK REPAIR	3	01/08/2021	85.62	.00	85.62	01/22/2021
		0049216	TRUCK REPAIR	4	01/08/2021	313.95	.00	313.95	01/22/2021
	Total 957:					570.81	.00	570.81	
958	TOWN & COUNTRY ENGI	22391	EXCHANGE ST PRELIM E	1	01/14/2021	2,713.75	.00	2,713.75	01/22/2021
		22392	2020 STREET & UTILITY I	1	01/14/2021	1,819.50	.00	1,819.50	01/22/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		22393	2020 SUMP PUMP - MC16	1	01/14/2021	716.25	.00	716.25	01/22/2021
		22394	EAST SIDE SEWER EXTE	1	01/14/2021	6,051.44	.00	6,051.44	01/22/2021
		22395	2020 GIS SUPPORT	1	01/14/2021	62.75	.00	62.75	01/22/2021
		22395	2020 GIS SUPPORT	2	01/14/2021	62.75	.00	62.75	01/22/2021
		22395	2020 GIS SUPPORT	3	01/14/2021	62.75	.00	62.75	01/22/2021
		22395	2020 GIS SUPPORT	4	01/14/2021	62.75	.00	62.75	01/22/2021
		22395	2020 GIS SUPPORT	5	01/14/2021	62.75	.00	62.75	01/22/2021
		22396	ROSEWOOD/VERIDIAN -	1	01/14/2021	755.00	.00	755.00	01/22/2021
		22397	2021 BROADHEAD/CTH	1	01/14/2021	4,425.00	.00	4,425.00	01/22/2021
	Total 958:					16,794.69	.00	16,794.69	
1005	VANNGUARD UTILITY PA	8623	SEWER LOCATES	1	11/30/2020	16.50	.00	16.50	01/22/2021
		8623	WATER LOCATES	2	11/30/2020	16.50	.00	16.50	01/22/2021
		8658	LOCATES	1	01/05/2021	82.50	.00	82.50	01/22/2021
	Total 1005:					115.50	.00	115.50	
1015	VILLAGE OF MCFARLAN	122320HOM	PP TAX PMT - 49-07050	1	12/23/2020	412.33	.00	412.33	01/22/2021
	Total 1015:					412.33	.00	412.33	
1186	DANE CO LANDFILL	921-010621	DISPOSAL	1	01/06/2021	12.68	.00	12.68	01/22/2021
		921-010621	DISPOSAL	2	01/06/2021	12.68	.00	12.68	01/22/2021
		921-010621	DISPOSAL	3	01/06/2021	12.68	.00	12.68	01/22/2021
		921-010621	DISPOSAL	4	01/06/2021	46.46	.00	46.46	01/22/2021
	Total 1186:					84.50	.00	84.50	
1241	BARNIER, JOSHUA	JB121420	BARNIER UNIFORM ALL	1	12/14/2020	354.03	.00	354.03	01/22/2021
	Total 1241:					354.03	.00	354.03	
1245	PROFESSIONAL PEST C	497969	PW PEST CONTROL	1	01/19/2021	5.85	.00	5.85	01/22/2021
		497969	PW PEST CONTROL	2	01/19/2021	5.85	.00	5.85	01/22/2021
		497969	PW PEST CONTROL	3	01/19/2021	5.85	.00	5.85	01/22/2021
		497969	PW PEST CONTROL	4	01/19/2021	21.45	.00	21.45	01/22/2021
		497970	MC PEST CONTROL	1	01/19/2021	25.30	.00	25.30	01/22/2021
		497970	MC PEST CONTROL	2	01/19/2021	6.90	.00	6.90	01/22/2021
		497970	MC PEST CONTROL	3	01/19/2021	6.90	.00	6.90	01/22/2021
		497970	MC PEST CONTROL	4	01/19/2021	6.90	.00	6.90	01/22/2021
	Total 1245:					85.00	.00	85.00	
1256	BOUND TREE MEDICAL,	83882996	DEFIB PADS	1	12/14/2020	17.82	.00	17.82	01/22/2021
		83908276	EMS - SUPPLIES	1	01/07/2021	117.23	.00	117.23	01/22/2021
		83908277	EMS - SUPPLIES	1	01/07/2021	5.20	.00	5.20	01/22/2021
	Total 1256:					140.25	.00	140.25	
1397	ALL COMFORT SERVICE	011221	IT ROOM AC - DOWN PAY	1	01/12/2021	5,653.80	.00	5,653.80	01/22/2021
	Total 1397:					5,653.80	.00	5,653.80	
1738	STATE OF WI TREASURE	154-010621	MONTHLY COURT FEES -	1	01/06/2021	1,739.31	.00	1,739.31	01/22/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 1738:						1,739.31	.00	1,739.31	
1759	MANDT SANDFILL TRUC	57060	SPOILS AND GRAVEL	1	12/18/2020	1,422.58	.00	1,422.58	01/22/2021
Total 1759:						1,422.58	.00	1,422.58	
1904	HUMPHREY SERVICE PA	1229796	SHOP SUPPLIES	1	12/23/2020	55.10	.00	55.10	01/22/2021
		1229796	SHOP SUPPLIES	2	12/23/2020	55.10	.00	55.10	01/22/2021
		1229796	SHOP SUPPLIES	3	12/23/2020	55.10	.00	55.10	01/22/2021
		1229796	SHOP SUPPLIES	4	12/23/2020	202.03	.00	202.03	01/22/2021
		1229796	FIRE DEPARTMENT STU	5	12/23/2020	367.33	.00	367.33	01/22/2021
		1229796	POLICE DEPARTMENT S	6	12/23/2020	367.33	.00	367.33	01/22/2021
Total 1904:						1,101.99	.00	1,101.99	
1910	ZURBUCHEN OIL INC	249170	DYED DIESEL FUEL	1	01/19/2021	404.80	.00	404.80	01/22/2021
Total 1910:						404.80	.00	404.80	
1989	CORPORATE BUSINESS	28542080	PW COPIER	1	01/11/2021	14.00	.00	14.00	01/22/2021
		28542080	PW COPIER	2	01/11/2021	14.00	.00	14.00	01/22/2021
		28542080	PW COPIER	3	01/11/2021	14.00	.00	14.00	01/22/2021
		28542080	PW COPIER	4	01/11/2021	51.36	.00	51.36	01/22/2021
		28554175	COPIER	1	01/12/2021	142.30	.00	142.30	01/22/2021
Total 1989:						235.66	.00	235.66	
2042	THOMSON REUTERS	843627586	WEST INFORMATION CH	1	01/01/2021	177.10	.00	177.10	01/22/2021
Total 2042:						177.10	.00	177.10	
2058	MICROMARKETING LLC	833473	ADULT AUDIO BOOKS	1	12/22/2020	65.00	.00	65.00	01/22/2021
		833873	ADULT AUDIO BOOKS	1	12/24/2020	39.99	.00	39.99	01/22/2021
Total 2058:						104.99	.00	104.99	
2070	KKS PROPERTY	011121	COMMON AREA MAINT. F	1	01/11/2021	400.00	.00	400.00	01/11/2021
Total 2070:						400.00	.00	400.00	
2082	NASSCO INC	S2709189.00	CLEANING SUPPLIES	1	01/13/2021	115.03	.00	115.03	01/22/2021
Total 2082:						115.03	.00	115.03	
2216	ANDRES MEDICAL	250755	DECEMBER COLLECTIO	1	01/14/2021	1,851.08	.00	1,851.08	01/22/2021
Total 2216:						1,851.08	.00	1,851.08	
2237	MADISON COLLEGE	011121	JANUARY TAX SETTLEM	1	01/11/2021	375,717.12	.00	375,717.12	01/11/2021
Total 2237:						375,717.12	.00	375,717.12	
2270	UNITY POINT HEALTH	010521	SUSPECT BLOODWORK	1	01/05/2021	113.91	.00	113.91	01/22/2021
Total 2270:						113.91	.00	113.91	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
9137	RICOH USA INC	34503713	COPIER LEASE LATE CH	1	12/30/2020	5.00	.00	5.00	01/22/2021
		5061118688	RICOH COPIER EXTRA	1	01/01/2021	16.49	.00	16.49	01/22/2021
Total 9137:						21.49	.00	21.49	
9140	TRITECH FORENSICS IN	373052	INVESTIGATION SUPPLIE	1	12/23/2020	216.06	.00	216.06	01/22/2021
		373213	DISINFECTING SUPPLIE	1	12/23/2020	63.96	.00	63.96	01/22/2021
Total 9140:						280.02	.00	280.02	
16092	BARR, STEPHEN & ISAB	011421	UTILITY FINAL BILL OVER	1	01/14/2021	98.10	.00	98.10	01/22/2021
Total 16092:						98.10	.00	98.10	
16296	DANE CO DEPT OF HUM	DEC2020	MEALSITE DONATION - C	1	12/31/2020	483.00	.00	483.00	01/11/2021
		DEC2020	MEALSITE DONATION - M	2	12/31/2020	2,616.00	.00	2,616.00	01/11/2021
Total 16296:						3,099.00	.00	3,099.00	
16322	STRYKER SALES CORP	3255173M	STRYKER ANNUAL	1	01/04/2021	3,060.00	.00	3,060.00	01/22/2021
Total 16322:						3,060.00	.00	3,060.00	
16384	SUETTINGER, CASSAND	CS121020	MILEAGE	1	12/10/2020	75.38	.00	75.38	01/22/2021
Total 16384:						75.38	.00	75.38	
16493	WISCONSIN MUNICIPAL	011121	YEARLY ASSOC DUES	1	01/11/2021	45.00	.00	45.00	01/22/2021
Total 16493:						45.00	.00	45.00	
16531	WAUKESHA COUNTY TR	2018-000000	EMS COMMISSION	1	12/31/2018	186.47	.00	186.47	01/22/2021
		2020-000000	EMS COMMISSION	1	03/16/2020	218.25	.00	218.25	01/22/2021
Total 16531:						404.72	.00	404.72	
16829	REUTER, WHITISH & EVA	67376	GENERAL LEGAL	1	01/11/2021	5,873.95	.00	5,873.95	01/22/2021
		67376	GENERAL LEGAL	2	01/11/2021	128.00	.00	128.00	01/22/2021
		67376	GENERAL LEGAL	3	01/11/2021	3,524.25	.00	3,524.25	01/22/2021
		67376	GENERAL LEGAL	4	01/11/2021	259.00	.00	259.00	01/22/2021
		67376	GENERAL LEGAL	5	01/11/2021	379.50	.00	379.50	01/22/2021
		67377	PROSECUTIONS	1	01/11/2021	3,182.85	.00	3,182.85	01/22/2021
		67378	WAUBESA VILLAGE ESC	1	01/11/2021	180.00	.00	180.00	01/22/2021
		67379	MSP ESCROW	1	01/11/2021	153.00	.00	153.00	01/22/2021
		67380	NUISANCE ABATEMENT -	1	01/11/2021	320.00	.00	320.00	01/22/2021
		67381	PROSECUTIONS	1	01/11/2021	80.00	.00	80.00	01/22/2021
		67382	EASTSIDE SEWER INTER	1	01/11/2021	1,794.50	.00	1,794.50	01/22/2021
		67383	GENERAL LEGAL	1	01/11/2021	2,279.00	.00	2,279.00	01/22/2021
		67384	ROSEWOOD FIELDS ESC	1	01/11/2021	1,453.50	.00	1,453.50	01/22/2021
		67385	PROSECUTIONS	1	01/11/2021	128.00	.00	128.00	01/22/2021
		67386	PROSECUTIONS	1	01/11/2021	32.00	.00	32.00	01/22/2021
Total 16829:						19,767.55	.00	19,767.55	
16967	JOURNAL COMMUNICATI	104563	MADISON REGION ECON	1	11/16/2020	2,720.00	.00	2,720.00	01/22/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 16967:						2,720.00	.00	2,720.00	
16980	BOLDTRONICS, INC.	20200205	SECURITY CAMERA FOR	1	12/28/2020	1,697.00	.00	1,697.00	01/22/2021
Total 16980:						1,697.00	.00	1,697.00	
16991	MOLL CONSTRUCTION	20262	ORCHARD HILL PARK IM	1	09/30/2020	36,700.00	.00	36,700.00	01/22/2021
Total 16991:						36,700.00	.00	36,700.00	
17042	CITIZENOBSERVER, LLC	9750-853747	TIP411 SUBSCRIPTION	1	11/18/2020	2,400.00	.00	2,400.00	01/22/2021
Total 17042:						2,400.00	.00	2,400.00	
17045	DETROIT SALT COMPAN	S121-01851	ROAD SALT	1	01/04/2021	12,621.88	.00	12,621.88	01/22/2021
Total 17045:						12,621.88	.00	12,621.88	
17051	UW HEALTH - EEC	9464	HEALTH CARE PROVIDE	1	01/14/2021	45.00	.00	45.00	01/22/2021
Total 17051:						45.00	.00	45.00	
17084	AMAZON CAPITAL SERVI	19FM-Q6VK-	NAS DRIVES	1	01/18/2021	559.96	.00	559.96	01/22/2021
		1F3T-9RP9-F	CREDIT--PARKS	1	01/07/2021	20.00-	.00	20.00-	01/22/2021
		1GHC-W31M	PROGRAM SUPPLIES	1	01/15/2021	25.99	.00	25.99	01/22/2021
		1LPY-4LQV-	PARKS SUPERINTENDEN	1	01/08/2021	102.74	.00	102.74	01/22/2021
		1M6X-Y946-	DVDS & CDS	1	01/18/2021	13.29	.00	13.29	01/22/2021
		1MWL-KH3X	SHOVELS--SHOP SUPPLI	1	12/23/2020	58.84	.00	58.84	01/22/2021
		1MWL-KH3X	SHOVELS--SHOP SUPPLI	2	12/23/2020	16.05	.00	16.05	01/22/2021
		1MWL-KH3X	SHOVELS--SHOP SUPPLI	3	12/23/2020	16.05	.00	16.05	01/22/2021
		1MWL-KH3X	SHOVELS--SHOP SUPPLI	4	12/23/2020	16.05	.00	16.05	01/22/2021
Total 17084:						788.97	.00	788.97	
17092	GENERAL ENGINEERING	23	BUILDING INSPECTION S	1	01/07/2021	7,445.30	.00	7,445.30	01/22/2021
Total 17092:						7,445.30	.00	7,445.30	
17098	TRIPALIN, JOSEPH	JT011921	FDSOA DUES 2021	1	01/19/2021	99.00	.00	99.00	01/22/2021
Total 17098:						99.00	.00	99.00	
17195	GRADY, BRUCE	BG010221	GRADY - UNIFORM ALLO	1	01/02/2021	189.89	.00	189.89	01/22/2021
Total 17195:						189.89	.00	189.89	
17216	ADVANTAGE POLICE SU	20-1257	BALLASTIC PROTECTIO	1	12/17/2020	6,416.00	.00	6,416.00	01/22/2021
Total 17216:						6,416.00	.00	6,416.00	
17228	HEALTHYMINDS, LLC	HM000451	ANNUAL WELLNESS CHE	1	12/31/2020	1,530.00	.00	1,530.00	01/22/2021
Total 17228:						1,530.00	.00	1,530.00	
17232	APG OF SOUTHERN WIS	288861220	PLAN PUBLIC HEARING -	1	12/31/2020	87.41	.00	87.41	01/22/2021
		288861220	PLAN PUBLIC HEARING -	2	12/31/2020	47.10	.00	47.10	01/22/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		288861220	PLAN PUBLIC HEARING -	3	12/31/2020	88.38	.00	88.38	01/22/2021
		288861220	PLAN PUBLIC HEARING -	4	12/31/2020	82.56	.00	82.56	01/22/2021
		288861220	AD FOR PROPOSALS - A	5	12/31/2020	51.49	.00	51.49	01/22/2021
		288861220	PUBLIC HEARING - WETL	6	12/31/2020	56.87	.00	56.87	01/22/2021
		288861220	VILLAGE BOARD MINUTE	7	12/31/2020	138.60	.00	138.60	01/22/2021
		Total 17232:				552.41	.00	552.41	
17238	ENVISIONWARE	INV-US-5092	EQUIPMENT MAINTENAN	1	01/04/2021	2,134.67	.00	2,134.67	01/22/2021
		Total 17238:				2,134.67	.00	2,134.67	
17241	COVERTTRACK GROUP I	41892	ANNUAL SUBSCRIPTION	1	12/08/2020	600.00	.00	600.00	01/22/2021
		Total 17241:				600.00	.00	600.00	
17318	TDS	012221VOM	ADMIN INTERNET/PHON	1	01/22/2021	45.08	.00	45.08	01/22/2021
		012221VOM	COMMTECH PHONE/INT	2	01/22/2021	64.20	.00	64.20	01/22/2021
		012221VOM	FIRE/EMS TV/INTERNET/	3	01/22/2021	285.24	.00	285.24	01/22/2021
		012221VOM	PD TV/INTERNET/PHONE	4	01/22/2021	128.12	.00	128.12	01/22/2021
		012221VOM	PW INTERNET/PHONE (I	5	01/22/2021	45.08	.00	45.08	01/22/2021
		012221VOM	OUTREACH INTERNET/P	6	01/22/2021	45.08	.00	45.08	01/22/2021
		012221VOM	COMMDEV INTERNET/PH	7	01/22/2021	45.08	.00	45.08	01/22/2021
		012221VOM	WATER INTERNET/PHON	8	01/22/2021	106.66	.00	106.66	01/22/2021
		012221VOM	SEWER INTERNET/PHON	9	01/22/2021	106.66	.00	106.66	01/22/2021
		012221VOM	PW INTERNET/PHONE (I	10	01/22/2021	61.87	.00	61.87	01/22/2021
		012221VOM	LIBRARY INTERNET/PHO	11	01/22/2021	45.08	.00	45.08	01/22/2021
		Total 17318:				978.15	.00	978.15	
17320	PARKITECTURE & PLANN	8	COMMUNITY PARK MAST	1	01/11/2021	1,146.50	.00	1,146.50	01/22/2021
		8	MCFARLAND PARK MAST	2	01/11/2021	1,048.75	.00	1,048.75	01/22/2021
		Total 17320:				2,195.25	.00	2,195.25	
17380	KARLS, DUSTIN	344	DND PROGRAM	1	01/06/2021	270.00	.00	270.00	01/22/2021
		Total 17380:				270.00	.00	270.00	
17381	NEWCOMB CONSTRUCTI	6(2672)	PUBLIC WORKS CENTER	1	12/30/2020	37,597.35	.00	37,597.35	01/22/2021
		Total 17381:				37,597.35	.00	37,597.35	
17423	US VET GENERAL CONT	113020PAYA	2020 PARK FACILITY PRO	1	11/30/2020	120,872.18	.00	120,872.18	01/22/2021
		113020PAYA	2020 PARK FACILITY PRO	2	11/30/2020	120,872.18	.00	120,872.18	01/22/2021
		123120PAYA	2020 PARK FACILITY PRO	1	12/31/2020	27,878.13	.00	27,878.13	01/22/2021
		123120PAYA	2020 PARK FACILITY PRO	2	12/31/2020	27,878.13	.00	27,878.13	01/22/2021
		Total 17423:				297,500.62	.00	297,500.62	
17426	IDEMIA	134593	MORPHO IDENT TECHN	1	12/21/2020	1,375.00	.00	1,375.00	01/22/2021
		Total 17426:				1,375.00	.00	1,375.00	
17490	ADORAMA	27998371	DRONE	1	12/21/2020	8,135.87	.00	8,135.87	01/22/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17490:						8,135.87	.00	8,135.87	
17515	MITA, MATTHEW	010721	OVERPAYMENT ON CITA	1	01/07/2021	63.00	.00	63.00	01/22/2021
Total 17515:						63.00	.00	63.00	
17516	TLC - BASS CREEK	011121	2021 EASTSIDE SANITAR	1	01/11/2021	9,100.00	.00	9,100.00	01/11/2021
Total 17516:						9,100.00	.00	9,100.00	
17517	WILLOW DRIVE MITIGATI	00028	2021 EASTSIDE SANITAR	1	11/24/2020	16,625.00	.00	16,625.00	01/11/2021
		00029	2021 EASTSIDE SANITAR	1	01/12/2021	12,805.00	.00	12,805.00	01/22/2021
Total 17517:						29,430.00	.00	29,430.00	
17518	WINTER PUBLIC SAFETY	E2032471	FIRE BOOTS	1	01/08/2021	404.55	.00	404.55	01/22/2021
Total 17518:						404.55	.00	404.55	
17519	YEUN, MYUNGSIM	100	PROGRAM FEE	1	01/27/2021	100.00	.00	100.00	01/22/2021
Total 17519:						100.00	.00	100.00	
17520	ZOOBEAN INC	17473	BEANSTACK SOFTWARE	1	01/12/2021	379.05	.00	379.05	01/22/2021
Total 17520:						379.05	.00	379.05	
17521	CLOW, CAROLYN	011521	SALT SAVER REIMBURS	1	01/15/2021	200.00	.00	200.00	01/22/2021
Total 17521:						200.00	.00	200.00	
17522	POMINVILLE, ROBERT &	011521	SALT SAVER REIMBURS	1	01/15/2021	200.00	.00	200.00	01/22/2021
Total 17522:						200.00	.00	200.00	
17523	MUELLER, PAUL & DEBO	011521	SALT SAVER REIMBURS	1	01/15/2021	200.00	.00	200.00	01/22/2021
Total 17523:						200.00	.00	200.00	
17525	REED, JOHN	011321	REFUND OVERPAYMENT	1	01/13/2021	1.95	.00	1.95	01/22/2021
Total 17525:						1.95	.00	1.95	
Grand Totals:						7,107,388.	.00	7,107,388.	

Report Criteria:

Detail report type printed

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
01/16/2021	CDPT	01/22/2021		WI AFSCME COUNCIL 32	7	59.25
01/16/2021	CDPT	01/22/2021		WI SCTF	5	207.69

PAYROLL RELATED

\$266.94

Isabella

G L E T T Y -
S Y O E N



Number

608-616-2897

Email

ellags@gmail.com

Address

6118 Johnson St.
McFarland, WI
53558

PERSONAL PROFILE

I'm a 16-year-old McFarland High School Junior with a cumulative 3.808 GPA.

EXTRACURRICULARS AND COMMUNITY ACTION

- I worked as a local, state, and national organizer with the Sunrise Movement in the year of 2020, doing 15+ hours of electoral work and organizing per week. I had the privilege of leading the final national mass call prior to the 2020 Presidential Election.
- I am currently a member of the Dane County Youth Environmental Committee, and a member of the Environmental Education Subcommittee
- From 2017-2020, I served as the McFarland Sparks 4-H Club President
- Since its founding, I have served as a regular volunteer at the McFarland Community Garden, often doing work with my local 4-H club in the Youth Garden
- Cellist of the WYSO Philharmonia Orchestra
- Eco Club and Model UN Member in MHS

WORK EXPERIENCE

Lifeguard and Personal Swim Instructor

2018-Present Angie O'Donnell Aquatic Center

I completed the Red Cross Lifeguard Certification Course in 2019 and began to work as a pool guard. In addition, I provided private and large-group swim instruction to young swimmers prior to the COVID-19 outbreak.

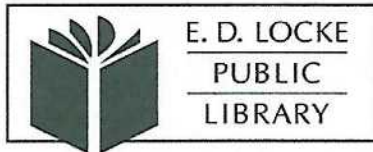
Nanny and Childcare Provider

2017-2020

For years, I have worked as a nanny for local Madison-area families. This work included basic childcare for children ages 1-6, food preparation, cleaning work, and other household assistance.

HONORS AND AWARDS

- MHS High Honor Roll (2018-present)
- National Honor Society Student
- McFarland 4-H President (2017-2020)
- Most Improved McFarland Girls Swim Team Member Award for the 2020 Season



5920 Milwaukee Street • McFarland, WI 53558 • 608-838-9030

Library Board Trustee Application

The E.D. Locke Public Library Board of Trustees is a 7 member board appointed by the Village President. As a policy-making body, it guides the development of library services. Terms on the board are three years. The Board meets on the first Monday of the month at 5:15pm. You're welcome to attend a meeting to see what it's like – they're open to the public. If you are interested in serving on the Board, please complete the form below and return it to the Library Director. This expression of interest will make your name available for consideration at the time if a vacancy but will not, guarantee appointment.

Name Mona Nelson

Address 6309 Mourning Dove Dr, McFarland, WI 53558

Telephone 608-838-2698 Cell phone _____

Email mona.nelson@rocketmail.com

1. Municipality where you pay property tax: McFarland

2. Have you ever served on the library board before? (If yes, please give approximate dates).

No

3. Have you ever served on a school or village board/committee before? If yes, please give the committee and the dates.

Yes. I am in the DEI subcommittee since November 2020

4. Why are you interested in being a member of the library board?

To contribute to my village

5. What is your profession and/or focus of interest?

Project Manager

7. What groups or organizations in McFarland have you participated in?

Volunteering in multiple parent groups for the schools since 2012

8. What do you see as the library's role in the future?

Providing access to diverse source of knowledge, programs, and activities where families from different background, religion, race and ethnicity can feel represented.

9. Please indicate the area(s) in which your knowledge would be of benefit to the Board:

☐	Finance	☐	Human Resources
☒	Strategic Planning	☐	Building and grounds
☐	Legal Issues	☐	Technology
☐	Fund Raising	☐	Marketing
☐	Other		

Signature: McNelson Date: 1/19/21

Please return this application to the library's circulation desk, email it to mcflib@mcfarlandlibrary.org, or mail it to: Heidi Cox, Library Director, 5920 Milwaukee St. McFarland, WI 53558

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, January 25, 2021

SECTION: Business

DEPARTMENT: Fire/EMS

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

AGENDA ITEM: Discussion and action regarding Ordinance #2021-02: an ordinance regarding the requirement to clear snow around fire hydrants.

PREVIOUS ACTION:

The referral request was made by the Village President at the January 11, 2021 meeting of the Village Board.

The Public Safety Committee made a recommendation of approval at its meeting on January 13, 2021.

ISSUE SUMMARY:

At its last board meeting, President Czebotar requested the Public Safety Committee consider an ordinance that requires adjoining property owners to clear snow around a fire hydrant.

Presently, Section 53-301 and 53-302 (enclosed) addresses this for sidewalks and Ordinance 2021-02 is proposed to expand this clearing requirement for hydrants (enclosed). This is currently encouraged and good for emergency response as responding fire personnel do not have to clear snow during the call as its already been removed before they get there. Some years depending on the volume of snow fall, Volunteers will organize efforts to clean these hydrants out where they've been deemed to be inaccessible. Enacting this ordinance helps to turn encouragement into a requirement all in the name of public safety. The requirements are pretty straightforward in that a 3' path in all directions be cleared around the hydrant as well as the same width to the nearest paved surface. This will need to be done within 24 hours of a storm and is applicable also to private hydrants. While it does transition to a citable offense, our focus is on education in order to gain compliance. Like with anything of a similar mandate, Staff will work with property owners to gain compliance if its lacking and work to keep this in place. The Senior Outreach Department through the Volunteer Coordinator is working on a mailing to properties with adjacent hydrants to explain this and coordinating a volunteer effort for clearing for people in need. The Public Safety Committee at their last meeting reviewed this request and recommended its approval.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

To be discussed in the meeting.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Section 53-301 & 53-302 - Removal from Sidewalks
2. 2021-01 Hydrant Snow Removal Ordinance

Sec. 53-301. - Removal from sidewalks.

The owner, occupant or person in charge of any parcel or lot that fronts upon or abuts any sidewalk shall keep said sidewalk clear of all snow and ice. In the event of snow accumulating on said sidewalk due to natural means and/or by any other means, said sidewalks shall be cleared of all accumulated snow and/or ice within 24 hours from the time the snow ceases to accumulate on said sidewalk. Sidewalks are to be kept clear of snow and ice to a minimum of four feet in width. In the event that ice has formed on any sidewalk in such a manner that it cannot be removed, the owner, occupant or person in charge of the parcel or lot which fronts upon or adjoins said sidewalk shall keep the sidewalk sprinkled with sand and/or salt to permit safe travel by pedestrians.

(Code 1998, § 6-2-7(a); Ord. No. 2003-05, § 21(a), 3-24-2003)

Sec. 53-302. - Notice and removal of snow from sidewalks.

If the owner, occupant or person in charge of any parcel or lot that fronts upon or adjoins any sidewalk shall fail to keep said sidewalk clear of snow and ice as set forth in Section 53-301, the Director of Public Works or Village police officers shall take the following action:

- (a) *Hazardous conditions.* If the Director of Public Works or any Village police officer determines that the failure to remove the snow and ice from the sidewalk creates an immediate danger to the public health and/or safety, the Director of Public Works or Village police officer shall cause the issuance of a written notice to the owner, occupant or person in charge of any parcel or lot directing that the snow and ice be immediately removed. In the event the property owner, occupant or person in charge of said parcel or lot is unavailable to receive a written notice, the Director of Public Works or a police officer shall immediately cause the removal of the snow and/or ice. The Director of Public Works or police officer shall send a written notice to the last-known address of the property owner notifying the property owner that a hazardous condition existed that required immediate abatement.
- (b) *Nonhazardous conditions.* If the owner, occupant or person in charge of the subject parcel or lot fails to remove the snow within the time period established in Section 53-301, the Director of Public Works or a police officer shall cause the issuance of a written notice to said owner, occupant or person in charge of the subject parcel or lot directing the responsible person (as defined) to remove said snow and ice no later than 12:00 noon of the day following the issuance of said notice. The written notice shall be hand delivered when possible or mailed to the last-known address of the owner of the subject property as identified on the records in the Village Clerk-Treasurer's office.

(Code 1998, § 6-2-7(b); Ord. No. 2003-05, § 21(b), 3-24-2003; Ord. No. 2017-12, § 159, 6-26-2017)

ORDINANCE 2021-02

AN ORDINANCE AMENDING SECTIONS 53-301 AND 53-302 OF THE MCFARLAND MUNICIPAL CODE TO REQUIRE SNOW REMOVAL FROM FIRE HYDRANTS.

Purpose: Require property owners to remove snow and ice from fire hydrants.

Sponsor: Chris Dennis, Fire Chief

Recommended Referral: Public Safety Committee

Public Hearing: Not Required

WHEREAS, the Village of McFarland ordinances currently require property owners to remove snow and ice from sidewalks abutting their properties; and

WHEREAS, current ordinances do not address responsibility for the removal of snow and ice accumulations that block access to fire hydrants;

WHEREAS, the inability of Village firefighters to readily access fire hydrants when necessary in responding to a fire results in delays which may significantly increase the risk of personal injury, death and extensive property damage; and

WHEREAS, the Village Board finds that requiring property owners to remove snow and ice from fire hydrants will promote the public safety and is reasonable and appropriate;

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

1. Section 53-301 of the McFarland Municipal Code is retitled as “Removal from Sidewalks and Hydrants.”
2. Section 53-301 of the McFarland Municipal Code is renumbered 53-301(a).
3. Section 53-301(b) of the McFarland Municipal Code is created to read as follows:

The owner, occupant or person in charge of any parcel or lot upon which is located, or which abuts on a segment of public right of way in which is located, a fire hydrant shall keep said hydrant clear of all snow and ice. If a hydrant is located on a property line (or a common property line extended into the right-of-way), the owner, occupant or person in charge of the parcel immediately to the north or east of the hydrant shall be responsible for that hydrant under this subsection. The hydrant shall be cleared of all accumulated snow and/or ice within 24 hours after the snow ceases to accumulate. Hydrants shall be kept clear of for a distance of not less than three (3) feet in all directions, along with a clear path not less than three (3) feet in width from the hydrant to the nearest paved street surface or, in the case of a private hydrant, to the nearest paved surface readily accessible by fire apparatus.

4. Section 53-302 of the McFarland Municipal Code is retitled “Notice and removal of snow from sidewalks and hydrants” and amended to read as follows:

If the owner, occupant or person in charge of any parcel or lot ~~that fronts upon or adjoins any sidewalk~~ shall fail to keep ~~said~~ a sidewalk or hydrant clear of snow and ice as ~~set forth in required~~ by Section 53-301, the Director of Public Works or a Village police officers shall take the following action:

(a) Hazardous conditions. If the Director of Public Works or any Village police officer determines that the failure to remove the snow and ice from the sidewalk creates an immediate danger to the public health and/or safety, and in all cases of the failure to remove snow and ice from a fire hydrant, the Director of Public Works or Village police officer shall cause the issuance of a written notice to the owner, occupant or person in charge of any parcel or lot directing that the snow and ice be immediately removed. In the event the property owner, occupant or person in charge of said parcel or lot is unavailable to receive a written notice, the Director of Public Works or a police officer shall immediately cause the removal of the snow and/or ice. The Director of Public Works or police officer shall send a written notice to the last-known address of the property owner notifying the property owner that a hazardous condition existed that required immediate abatement.

(b) Nonhazardous conditions. If the owner, occupant or person in charge of the subject parcel or lot fails to remove the snow within the time period established in Section 53-301, the Director of Public Works or a police officer shall cause the issuance of a written notice to said owner, occupant or person in charge of the subject parcel or lot directing the responsible person (as defined) to remove said snow and ice no later than 12:00 noon of the day following the issuance of said notice. The written notice shall be hand delivered when possible or mailed to the last-known address of the owner of the subject property as identified on the records in the Village Clerk-Treasurer's office.

5. Effective Date. This Ordinance shall take effect on the day after publication hereof, or of a notice hereof as authorized by law.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the ____ day of _____, 2021.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Village Clerk/Treasurer

ORDINANCE 2021 -02	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Rupert -	Kryzenske -
Brassington -	Flaherty -
Czebotar -	Utter -
Clow -	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, January 25, 2021

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Lee Igl, Streets/Utilities Superintendent

AGENDA ITEM: Discussion and action regarding the creation of a Traffic Management Request Policy as Chapter 1 of the Public Works Policy Manual.

PREVIOUS ACTION:

The draft policy was reviewed and discussed at the October and November 2020 and January 2021 Public Works meetings.

ISSUE SUMMARY:

Enclosed is the proposed draft to create Chapter 1 of the Public Works Manual for Traffic Management Request Policy. Public Works reviewed and revised the draft over three meetings and has put it forth for discussion and action by the Village Board. The policy addresses resident requests such as speed reduction, stop signs, no parking signs, etc. Previously requests had been reviewed internally by the Police and Public Works Departments with occasional recommendation from a Traffic Engineer. The policy will establish the procedure and a policy for making these requests and how the requests will be handled.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Public Works Committee recommends approval of creation of a Traffic Management Request Policy as Chapter 1 of the Public Works Policy Manual.

ATTACHMENTS:

1. Chapter 1 - Traffic Management Request Policy 01042020 mgs
2. Traffic Management Request Form 1.4.2021

CHAPTER 1 Traffic Management Request Policy

SECTION 1.01 Purpose

To establish guidelines to efficiently and effectively evaluate and respond to public requests for traffic management including but not limited to street signs, speed limit, and parking control within the Village.

SECTION 1.02 Procedure

- (a) Staff will utilize the Manual on Uniform Traffic Control Devices (“MUTCD”) as a guide in making decisions relating to applicable traffic management requests (“Requests”).
- (b) Requests for conceptual or routine additions, maintenance, repair, relocation, etc. shall be addressed as follows:
 - (1) Requests for conceptual or routine additions, maintenance, repair, relocation, etc. may be received verbally, via email, letter or phone call, or via the Application. For example, if someone calls to report that a stop sign has fallen down, action will be taken based upon that Request, and the submission of an Application will not be required. Additionally, individuals may inquire as to conceptual traffic management requests with Staff before submitting an application to better understand the parameters of such a request.
 - (2) Requests for conceptual or routine additions, maintenance, repair, relocation, etc. will generally be evaluated and resolved by Staff, unless any of the preclusions of Section 1.02(b)(3)(ii) exist.
- (c) Requests shall be provided as follows:
 - (1) All Requests shall be submitted via an official Traffic Management Request Form (“Application”). The form will be submitted, as per instructions, to the Police Department (“Police”). The Application will be formatted by Staff and at a minimum contain the following information to be supplied by the Applicant:
 - (i) Name.
 - (ii) Address.
 - (iii) Contact information including telephone number and email address.
 - (iv) Information about the request including a description of the issue, location, and suggested resolution.

(v) **Petitions.** The following types of Requests will require a petition to be filed before a final decision will be made by Staff or Committee. The petition must have ~~60% 75%~~ approval from property owners (one signature per property owner) ~~Residents within the defined proximity neighborhood~~ as follows:

- a. **New or additional Stop Sign(s):** approval signatures from ~~60% 75%~~ of all property owners residences within a 500-foot radius ~~three (3) blocks in all directions~~ of the sign intersection.
- b. **No Parking:** approval signatures from ~~60% 75%~~ of all property owners residences in a 250-foot radius ~~one (1) block~~ in all directions of the sign location.
- c. **Speed limit sign:** approval signatures from ~~60% 75%~~ of all property owners residences in a 500-foot radius ~~three (3) block radius~~ of the sign location.
- d. **Traffic calming signs and devices:** approval signatures from 60% of all property owners in a 500-foot radius of sign location.

(2) Upon receipt of an Application, the Police Department shall forward a copy to the Public Works Department (“Public Works”).

(3) Police and Public Works will jointly evaluate the Request, and make one of the following determinations:

- (i) Under the following criteria, the Application will be considered administratively by Staff when:
 1. The Request is clearly in compliance with the MUTCD and does not contain any of the preclusions listed in Section 1.02(b)(3)(i).
 2. The Request is clearly not defined nor recommended in the MUTCD, but may have merit due to other circumstances and does not contain any of the preclusions listed in Section 1.02(b)(3)(i)(1)-(4). Example: the addition of a School Zone warning sign.
 3. The Request is, in the opinion of Staff, emergent in nature but may otherwise require Committee review. In these situations Staff will handle the situation with temporary solutions to the degree possible, and refer the Request to the Committee for review of possible permanent solutions.

4. The Request would be considered normal, obvious, everyday course of business situations. Example: a new roadway is opened up, requiring the addition of a stop sign or other traffic control sign.
- (ii) Under the following criteria, the Application will be forwarded to the Public Works Committee (“Committee”) for consideration when:
1. The Request requires approval due to the financial implications per the Fiscal Policy Manual.
 2. The Request is clearly not defined or recommended in the MUTCD, but may have merit due to other circumstances and contain one or more of the preclusions found in this section.
 3. The Request is clearly supported by the MUTCD, but may contain one or more of the preclusions found above in this section.

SECTION 1.03 Committee Referral

(a) Committee Referral

- (1) Upon determination that the Application will require review by the Committee, Staff shall forward the Request to the Committee along with their recommendation(s).
- (2) In most situations, the recommendations of Public Works and Police should be in line with the MUTCD. As noted; however, situations may exist that would suggest a course of action not in compliance with these recommendations. In these situations, the reasons for this and any supporting data or information should be included with the Staff recommendation(s).
- (3) As part of its review, Staff may also consult a Traffic Engineer in order to study the Application and present their recommendations to the Committee as appropriate.

(b) Committee Review

- (1) The Committee will review the Application, Staff report, Traffic Engineer recommendations, and public comment as applicable and available to make its decision on the Request. In doing so the Committee will adhere to the standards contained within the MUTCD as is practical and possible.
- (2) In the event that the action taken by the Committee on the Request necessitates a revision to Village Ordinance, the Committee shall recommend action to the Village Board for final decision.

(c) Final Disposition of the Request

- (1) Upon determination of a final disposition of an Application, Staff shall inform the Applicant of the disposition and what, if any, action will be taken.

SECTION 1.04 Requests for Federal, State, and/or County Highways

- (a) Applications pertaining to Federal and/or State roadways will be referred to the Wisconsin Department of Transportation (“WisDOT”) for review and recommendation. The Village will consider Applications within these roadways that fall within its jurisdiction based upon the findings of WisDOT.
- (b) Applications pertaining to County roadways will be referred to Dane County Highway and Transportation (“Dane County”) for review and recommendation. The Village will consider Applications within these roadways that fall within its jurisdiction based upon the findings of Dane County.

SECTION 1.05 Appeal Process

- (a) Upon receiving notification of the final disposition, the Applicant may appeal to the Committee if action was taken by Staff that the Applicant does not feel properly addresses their Application.
- (b) Upon receiving notification of the final disposition, the Applicant may appeal to the Village Board if action was taken by the Committee that the Applicant does not feel properly addresses their Application. Decision by the Village Board is final.
- (c) The Applicant is responsible for the preparation and presentation of any and all evidence, documentation, or testimony they feel supports their Application.

Committee Adopted:

Village Board Adopted:

Revised: None.



Traffic Management Request

(Example: street signs, speed limit and parking control)

Applicant Information

Name of Applicant:

Address:

City, State and Zip Code:

Phone Number:

E-mail address:

Describe the type of traffic management requested including location:

Required attachments

☐ - Petition (**see next page**) – Must be signed by not less than sixty percent (60%) of the residents over eighteen (18) years of age residing along that portion of the street designated for the purpose of the proposed use.

Certification

I hereby agree to hold harmless the Village of McFarland for any and all claims connected with or arising out the installation of the requested traffic management.

Signature of Applicant:

Date:

Petition

We, the undersigned residents, hereby consent to the installation of the requested traffic management as described in the above application and do hereby agree to abide by such conditions of such use by the Village of McFarland.

[illegible]

McFarland
SUMMARY SHEET

MEETING DATE: Monday, January 25, 2021

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Lee Igl, Streets/Utilities Superintendent

AGENDA ITEM: Discussion and action regarding the creation of a Street Light Policy as Chapter 2 of the Public Works Policy Manual.

PREVIOUS ACTION:

At its November 23, 2020 meeting the Village Board reviewed the initial draft of Chapter 2 of the Public Works Policy Manual regarding a Street Light Policy and referred it back to the Public Works Committee for additional consideration and revision.

ISSUE SUMMARY:

Enclosed is an updated and revised copy of Chapter 2 of the Public Works Policy Manual regarding a Street Light Policy. The Committee reviewed areas of concern identified by the Board and has referred it back to the Board for discussion. The Policy provides and outlines the parameters and process for requesting a street light within the Village. Previously there was no formal process in place regarding street light requests.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Public Works Committee recommended approval of the creation of a Street Light Policy as Chapter 2 of the Public Works Policy Manual.

ATTACHMENTS:

1. Chapter 2 - Streetlight Policy 01042021 mgs
2. Street Light Request Form 1.4.2021

CHAPTER 2 Streetlight Policy

SECTION 2.01 Purpose

This policy is to guide the Village Board, Departments, Staff, and the general public in the request and review process for the additional installation of street lighting, in the right of way, on public Village streets, or cul-de-sacs.

SECTION 2.02 System Process

- (a) **New Installation.** For new streets and developments, the street lighting plan will be provided through the energy provider with location and spacing to be approved by the Director of Public Works, Village Engineer, and/or designee.
- (b) **Reconstruction.** Additional street lighting will be reviewed by the Director of Public Works, Village Engineer, and/or designee to determine if additional lighting is needed and will be reviewed on the following basis:
 - (1) Maturity of trees restricting current lighting.
 - (2) High crime area reported by Police.
 - (3) Additions of sidewalks or multi-use paths.
 - (4) Response from petition.
- (c) **Spacing standards.** Standard spacing for streetlights are 300 to 400 feet pole to pole.

SECTION 2.03 Request Process

- (a) **Initial Consultation.** Street lighting requests ~~Requests~~ for conceptual or routine additions, maintenance, repair, relocation, etc. may be received by Village Staff verbally, via email, letter, or phone call. Individuals are encouraged to meet with Village ~~may inquire as to conceptual street lighting requests with~~ Staff before submitting the official requests to better understand the parameters that may be applicable to their ~~of such a~~ request.

- (b) **~~Residential Request.~~** After the initial consultation (if applicable), an individual will be requested to complete a petition receiving approval from at least 75% of the property owners (one vote per property owner) ~~Residential requests for additional street lighting must include a signed petition from 90% of residents~~ within a 300-foot radius feet of the purposed streetlight. The following conditions shall apply as part of the review:

- (1) A signed petition or request does not guarantee the addition of street lighting or immediate addition of street lighting (i.e. – budgeting or future construction projects may be reasons for delay or denial).
- (2) The Director of Public Works, Village Engineer, and/or designee will review the request and petition in order to make the final decision on adding street lighting based on Section 2.02(b)-(c).:
 - ~~(i) Maturity of trees restricting current lighting.~~
 - ~~(ii) High crime area reported by Police.~~
 - ~~(iii) Additions of sidewalks or multi-use paths.~~
 - ~~(iv) Response from petition.~~

(c) **Internal Request.**

- (1) Internal requests from within the Village Organization ~~the Village Board, Departments, and/or Staff~~ will be reviewed by the Director of Public Works, Village Engineer, and/or designee.
- (2) The Public Works Department will send out a notification to all residents within 300 feet of the purposed streetlight that has been requested internally.
- (3) The Director of Public Works, Village Engineer, and/or designee will make a final decision based on Section 2.02(b)-(c).:
 - ~~(i) Maturity of trees restricting current lighting.~~
 - ~~(ii) High crime area reported by Police.~~
 - ~~(iii) Additions of sidewalks or multi-use paths.~~
 - ~~(iv) Response from petition.~~

SECTION 2.04 Appeal Process

- (a) All requests denied at the Staff review level may be appealed to the Public Works Committee for consideration as a recommendation to the Village Board for action.~~Denied requests may be appealed to the Public Works Committee for consideration to review the Department's action on the request.~~

Committee Adopted: ~~November 10, 2020~~

Village Board Adopted: Revised: None.



Street Light Request

Applicant Information

Name of Applicant:

Address:

City, State and Zip Code:

Phone Number:

E-mail address:

Describe the Location of the Street Light to be installed:

Required attachments

☐ - Petition (**see next page**) – Must be signed by not less than seventy-five percent (75%) of the residents over eighteen (18) years of age residing along that portion of the street designated for the purpose of the proposed use.

Certification

I hereby agree to hold harmless the Village of McFarland for any and all claims connected with or arising out the installation of the requested street light.

Signature of Applicant:

Date:

Petition

We, the undersigned residents, hereby consent to the installation of the requested street light as described in the above application and do hereby agree to abide by such conditions of such use by the Village of McFarland.

[illegible]

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, January 25, 2021

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action regarding Resolution #2021-03: a resolution ratifying and approving an agreement for the sale of property located at 4900 Larson Beach Road, McFarland, WI.

PREVIOUS ACTION:

November 25, 2019 Village Board approval of an offer to purchase with MSP Real Estate Inc. for the property located at 4900 Larson Beach Road.

November 25, 2019 Village Board approval of Ordinance 2019-21, request by MSP Real Estate Inc. to rezone 4845 Taylor Road and 4900 Larson Beach Road to Planned Development Infill District - General Implementation Plan.

August 17, 2020 Plan Commission approval of a Planned Development Infill District - Detailed Implementation Plan by MSP Real Estate.

November 23, 2020 Village Board approval of a CSM request by MSP Real Estate Inc. to combine 4845 Taylor Road and 4900 Larson Beach Road as one lot.

ISSUE SUMMARY:

MSP Real Estate is seeking to close on the acquisition of 4900 Larson Beach Road from the Village. The Village acquired this property in 2019 and subsequently entered into an offer to purchase agreement with MSP has part of their development project to construct a 51-unit multi-family affordable housing development on 4900 Larson Beach Road and 4845 Taylor Road.

MSP having entered into a separate purchase agreement with the owner of 4845 Taylor Road.

In order to complete the transaction, a resolution ratifying and approving the agreement for the sale of the property is required by the Village Board. Resolution 2021-03 is included in the packet along with the offer to purchase approved by the Village Board in 2019.

FINANCIAL/BUDGET IMPACT:

The Village Board acquired 4900 Larson Beach Road in 2019 at a cost of \$250,000. The offer to purchase from MSP is in the same amount.

VILLAGE PLAN REFERENCE:

The properties are identified for Mixed Use/Flex Commercial Development on the Future Land Use Map in the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

MSP Real Estate has previously obtained zoning and land division approvals for their



development project.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 2021-03 Ratification of 4900 Larson Beach Road Purchase Agreement (rev 1-21-21)

RESOLUTION 2021-03

A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT FOR THE SALE OF PROPERTY LOCATED AT 4900 LARSON BEACH ROAD, MCFARLAND, WI.

WHEREAS, the Village Board previously approved a purchase agreement for the sale of the property located at 4900 Larson Beach Road to MSP Real Estate, Inc, a copy of which is attached hereto as Exhibit A; and

WHEREAS, MSP Real Estate, Inc. has assigned its interest in the purchase agreement to Taylor Pointe Apartments, LLC by entering into the "Assignment and Assumption Agreement" attached as Exhibit B; and

WHEREAS, the buyer has completed its due diligence review and the transaction reflected in the purchase agreement is ready to close; and

WHEREAS, in order to document the Village Board's approval of the agreement and to provide assurances as to the authority of signatories on closing documents, the Board wishes to ratify and affirm the prior authorization of the agreement, and to authorize the Village Administrator to execute any documents necessary for the closing;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is ratified and approved, and the Village President and Clerk/Treasurer are authorized to execute and deliver a deed to transfer title to the property as provided therein in the agreement attached as Exhibit B.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to take such actions as may be necessary to carry out the Agreement, including the authority to execute any affidavits, closing statements and other documents that may be necessary and appropriate in completing the transaction contemplated thereby.

Adopted at a regular meeting of the Village Board this 25th day of January, 2021.

Brad Czebotar, Village President

Attest:

Cassandra Suettinger, Clerk/Treasurer

RESOLUTION 2021-03	
MOTION	SECOND
ACTION	
DATE	
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Rupert -	Kryzenske -
Brassington -	Flaherty -
Czebotar -	Utter -
Clow -	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

WB-15 COMMERCIAL OFFER TO PURCHASE

Page 1 of 9, WB-15

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3 **GENERAL PROVISIONS** The Buyer, MSP Real Estate, Inc., its successors and/or assigns
4 _____, offers to purchase the Property known as [Street Address] 4900 Larson
5 Beach Road _____ in the Village
6 of McFarland _____, County of Dane
7 Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: two hundred fifty thousand
9 _____ Dollars (\$250,000).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money _____ will be
11 mailed or commercially or personally delivered to listing broker or First American Title Insurance Company,
12 25 W. Main Street, Suite 400, Madison, Wisconsin ("Title Company") as provided in Addendum A.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: n/a
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or n/a
19 _____
20 ■ NOT INCLUDED IN THE PURCHASE PRICE: all personal property of Seller
21 _____
22 _____
23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 Tuesday, November 26, 2019 at 5:00 p.m. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (□) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery**: Giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Attn: Matt Schuenke, Village Administrator
39 Buyer's recipient for delivery (optional): Attn: Mark Hammond (See Addendum A.)
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____) _____
42 ☒ (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address
44 at line 47 or 48.
45 ☒ (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 5915 Milwaukee St., McFarland, WI 53558, Attention: Matt Schuenke
48 Delivery address for Buyer: 7901 West National Ave, West Allis, WI 53214, Attention: Mark Hammond (See Addendum A.)
49 ☒ (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this
50 is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): matt.schuenke@mcfarland.wi.us
54 E-Mail address for Buyer (optional): mhammond@msphousing.com (See Addendum A.)
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal
56 delivery to, or Actual Receipt by, all Buyers or Sellers.

EXHIBIT A

Resolution 2021-03

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES See Addendum A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Rent roll.

☐ Other _____

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

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

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

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

178 **DEFINITIONS**

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

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

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

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

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

226 (Definitions Continued on page 6)

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

227
228 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over
231 not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include
232 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage
233 may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed
234 _____ % of the loan. If the purchase price upon this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the
235 same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term
236 and amortization stated above.

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

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

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-
244 286 or in an addendum attached per line 479.

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

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

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

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

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

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

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

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

277 ADDITIONAL PROVISIONS/CONTINGENCIES

278
279 This offer is contingent upon the Village of McFarland approving the combining of this lot and the adjacent lot (parcel #061003216801) by CSM.

280
281 Seller acknowledges that Buyer intends to redevelop the Property together with the adjacent property (parcel #061003216801) owned by Tricycle
282 Motors Properties, LLC. Buyer's obligations under this Offer are contingent upon securing purchase agreements for the adjacent property and
283 closing on the acquisition of the adjacent property. Buyer shall have the right to terminate this Offer in the event that the foregoing contingencies
284 are not satisfied. If the closing on such adjacent property has not been completed by February 15, 2021, this Offer shall be void.

DEFINITIONS CONTINUED FROM PAGE 4

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

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

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

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

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

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

■ **EARNEST MONEY**

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

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

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

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

339 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

398 If **Buyer defaults**, Seller may:

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

401 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

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

433 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 434 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 435 (608) 240-5830.

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

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

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

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

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

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

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

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

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

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

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

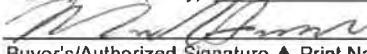
474
475 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES,**
476 **OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.))** within _____ hours of Buyer's Actual Receipt of said notice, this Offer
477 shall be null and void.

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

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

480 _____ on _____

481 Buyer Entity Name (if any): _____

482 (X)  11-27-19
483 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Mark Hammond, VP of Development Date ▲

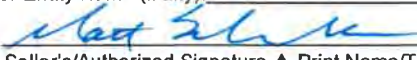
484 (X) _____
485 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

487 _____ Broker (By)

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

491 Seller Entity Name (if any): _____

492 (X)  11/27/2019
493 Seller's/Authorized Signature ▲ Print Name/Title Here ► Village of McFarland, By Matt Schuenke Date ▲

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

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

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

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

**ADDENDUM A
TO COMMERCIAL OFFER TO
PURCHASE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

BUYER:

MSP Real Estate, Inc.

By: 
Name: Mark Hammond
Its: VP of Development

SELLER:

Village of McFarland

By: 
Name: Matt Schuenke
Its: Village Administrator

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

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

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF Sept (MONTH) 6th (DAY), 2014 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

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

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

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

A. OWNER'S INFORMATION

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

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

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

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

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

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

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

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

EXHIBIT A-1

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B. ENVIRONMENTAL

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

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

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

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

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

E. LAND USE

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

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

E21. Explanation of "yes" responses _____

F. ADDITIONAL INFORMATION

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

DATE VMA Form
Revised 10/1/14

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

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

OWNER'S CERTIFICATION

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

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

Owner [Signature] Date 9-1-19
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

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

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

BUYER'S ACKNOWLEDGEMENT

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

I acknowledge receipt of a copy of this statement.

Prospective buyer [Signature] Date 9/5/2019
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

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



ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made this 9th day of June, 2020, by and between MSP Real Estate, Inc. (“**Assignor**”) and Taylor Pointe Apartments, LLC, a Wisconsin limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor is a party to that certain WB-15 Commercial Offer to Purchase, together with Addendum A, dated November 4, 2019, and fully executed on November 27, 2019 (the “**Purchase Agreement**”), with the Village of McFarland, for the purchase and sale of the real property located at 4900 Larson Beach Road in the Village of McFarland, Dane County, Wisconsin, as more particularly described in the offer; and

WHEREAS, Assignor desires to assign, and the Assignee desires to assume, all of Assignor’s right, title, interest and obligations in, to and under the Purchase Agreement on the terms more fully described below.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Assignment**. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement. The Assignee acknowledges and agrees that this Agreement shall operate to transfer all of Assignor’s rights and obligations under such Purchase Agreement to the Assignee.
2. **Acceptance**. Assignee hereby accepts the assignment by Assignor of all of its right, title and interest in and to the Purchase Agreement, and Assignee hereby assumes all of Assignor’s obligations under the Purchase Agreement.
3. **Whole Agreement**. This Agreement sets forth the entire agreement of the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. In case of any inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of this Agreement shall govern and control.
4. **Signatures**. This Agreement may be executed by facsimile signatures, which shall be binding upon the signing party, and in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement among the parties.

[Signatures on Following Page]

EXHIBIT B

Resolution 2021-03

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ASSIGNOR: MSP REAL ESTATE, INC.

By: 
Milo S. Pinkerton, President

ASSIGNEE: TAYLOR POINTE APARTMENTS, LLC

By: Taylor Pointe Apartments Managing Member, LLC
Its: Managing Member

By: MSP Taylor Pointe Apartments, LLC
Its: Authorized Member

By: 
Milo S. Pinkerton, Manager

**VILLAGE OF
McFarland**
SUMMARY SHEET

MEETING DATE: Monday, January 25, 2021

SECTION: Business

DEPARTMENT: Administration

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

AGENDA ITEM: Discussion and action to approve Resolution 2021-02 Release of Development Agreement for Woodland Commons.

PREVIOUS ACTION:

ISSUE SUMMARY:

As part of the closing for 4900 Larson Beach Road, the Village Attorney has advised that the Village Board needs to adopt a resolution to release the Development Agreement for Woodland Commons. The Development Agreement was entered into on October 13, 2003 between the Village and the developer NEP, LLC for the development of the Woodland Commons subdivision. The Development Agreement imposed certain obligations on the Developer to construct public infrastructure and to satisfy various other requirements imposed by the Village.

In order to bind future owners of lands within the subdivision to the terms and conditions of the Development Agreement, a Memorandum of Development Agreement was recorded in the office of the Register of Deeds for Dane County. Given that the Developer has performed all of its obligations under the Development Agreement there is no longer a need for the existence of the Development Agreement. Approval of the Resolution removes potential encumbrances on title to parcels within the Woodland Commons subdivision.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommendation for approval.

ATTACHMENTS:

1. 2021-02 Release of Development Agreement Woodland Commons

RESOLUTION 2021-02

A RESOLUTION APPROVING THE RELEASE OF DEVELOPMENT AGREEMENT OBLIGATIONS FOR THE WOODLAND COMMONS PLAT.

WHEREAS, On October 13, 2003 the Village entered into a Development Agreement with NEP, LLC for the development of the Woodland Commons subdivision; and

WHEREAS, the Development Agreement imposed certain obligations on the Developer to construct public infrastructure and satisfy various other requirements imposed by Village Ordinances; and

WHEREAS, in order to bind future owners of lands within the subdivision to the terms and conditions of the Development Agreement, a Memorandum of Development Agreement was recorded in the office of the Register of Deeds for Dane County providing public notice of the existence of the agreement; and

WHEREAS, the Developer has performed all of its obligations under the Development Agreement and there is no longer a need for the existence of that agreement to be reflected in the public records as an outstanding obligation; and

WHEREAS, the Village Board has determined that it is reasonable and appropriate to record an instrument formally releasing the Development Agreement and Memorandum of Development Agreement as potential encumbrances on title to parcels within the Woodland Commons subdivision;

NOW, THEREFORE, BE IT RESOLVED, that the Village President and Clerk-Treasurer are authorized to execute a Release of Development Agreement in the form attached hereto as Exhibit A, and the Village Administrator is authorized and directed to cause the recording of that document in the office of the Register of Deeds for Dane County.

Adopted at a regular meeting of the Village Board this 25th day of January, 2021.

Brad Czebotar, Village President

Attest:

Cassandra Suettinger, Clerk-Treasurer

RESOLUTION 2021 -02	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Rupert -	Kryzenske -
Brassington -	Flaherty -
Czebotar -	Utter -
Clow -	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

RELEASE OF DEVELOPMENT AGREEMENT

WHEREAS, NEP, LLC, a Wisconsin limited liability company (“Developer”) entered into a Development Agreement dated October 13, 2003 with the Village of McFarland, a Wisconsin municipal corporation, which required, among other things, the Developer to construct and install certain public improvements and satisfy certain other obligations with regard to the following described lands (the “Property”) in the Village of McFarland, Dane County, Wisconsin:

SEE ADDENDUM A

WHEREAS, a Memorandum providing notice of the Development Agreement was recorded on November 6, 2003 in the Office of the Register of Deeds for Dane County as Document No. 3837819; and

WHEREAS, NEP, LLC has completed the required construction and satisfied all other obligations of the Development Agreement to the satisfaction of the Village of McFarland;

NOW THEREFORE, the Village of McFarland hereby releases the Developer and the Property from any further obligations created by the above-referenced Development Agreement and/or Memorandum.

Dated this ____ day of January, 2021.

VILLAGE OF MCFARLAND

ACKNOWLEDGMENT

By: _____
Brad Czebotar, Village President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Attest: _____
Cassandra Suettinger, Clerk-Treasurer

Personally came before me this ____ day of January 2021, the above named Brad Czebatar and Cassandra Suettinger, respectively the President and Clerk-Treasurer of the Village of McFarland, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

This document was drafted by:
Attorney Allen D. Reuter
Reuter, Whitish & Evans, S.C.
44 East Mifflin Street, Suite 306
Madison, WI 53703

*
Notary Public, State of Wisconsin
My commissioner expires: _____

EXHIBIT A
Resolution 2021-02

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ADDENDUM A

Legal Description and Tax Parcel Numbers

Real property in the Village of McFarland, County of Dane, State of Wisconsin, and is described as follows:

Lots One (1) Two (2), Three (3) and Outlot 1 (OL 1), Certified Survey Map No. 11273, recorded as Document No. 3998454.

Parcel ID Nos. 154/0610-032-1650-1, 154/0610-032-1665-1, 154/0610-032-1680-1, 154/0610-032-1695-1

Lots One (1) and Two (2), Certified Survey Map No. 11394 recorded as Document No. 4050510.

Parcel ID Nos. 154/0610-032-1315-1, 154/0610-032-1322-1

Lots One (1), Two (2), Three (3) and Four (4), Certified Survey Map No. 11045 recorded as Document No. 3900843.

Parcel ID Nos. 154/0610-032-1331-1, 154/0610-032-1339-1, 154/0610-032-1347-1, 154/0610-032-1355-1

Lot (7), Woodland Commons, in the Village of McFarland, Dane County, Wisconsin.

Parcel ID No. 154/0610-032-1367-1

Lot One (1), Certified Survey Map No. 11366 recorded as Document No. 4037919.

Parcel ID No. 154/0610-032-1387-1

Units 5640, 5650, 5660, 5670, 5680 and 5690, Woodland Commons Condominium, in the Village of McFarland, Dane County, Wisconsin.

Parcel ID Nos. 154/0610-032-1701-1, 154/0610-032-1704-1, 154/0610-032-1707-1, 154/0610-032-1710-1, 154/0610-032-1713-1, 154/0610-032-1716-1

Lot Ten (10) and Eleven (11), Woodland Commons, in the Village of McFarland, Dane County, Wisconsin.

Parcel ID Nos. 154/0610-032-1400-1, 154/0610-032-1411-1

Lots One (1) and Two (2), Certified Survey Map No. 11333 recorded as Document No. 4023488.

Parcel ID Nos. 154/0610-032-1418-1, 154/0610-032-1425-1

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, January 25, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to make a referral to the Public Works Committee to prepare a plan for annual street repaving and maintenance.

PREVIOUS ACTION:

The initial request was made at the Village Board meeting held on January 11, 2021.

ISSUE SUMMARY:

At the last meeting, the Village President made a request to refer the development of an annual plan for street repaving and maintenance to the Public Works Committee. There was debate about such a request. As such, this item is offered to allow for the Village President to present his request, the Board can discuss its merits, and ultimately make a decision whether to make a referral on the matter. If the referral is made, it will placed on the next agenda for the Committee and discussed until action is taken to address the request.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for discussion and action to the Board to consider the referral request.

ATTACHMENTS:

None