VILLAGE OF MCFARLAND *NOTICE OF PUBLIC MEETING*

Community Development Authority

Wednesday, June 2, 2021 **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/83904403208

Or by Telephone: +1 (312) 626-6799
Webinar ID: 839 0440 3208

1. CALL TO ORDER

2. NEW MEMBER INTRODUCTIONS

3. PUBLIC APPEARANCES.

4. APPROVAL OF MINUTES.
   a. Review and possible approval of the May 5, 2021 Community Development Authority minutes

5. BUSINESS.
   a. Discussion regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.

   b. Discussion regarding a Tax Increment Financing Development Incentives Application from 4313 LLC (CTW Flooring) for 4313 Triangle Street, Tax Increment District #3.

6. CLOSED SESSION.
   a. Discussion and action in order to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session including the sale of property and the investment of public funds regarding:

      1) Real Estate Acquisition & Development Agreement with 5411 Basford Street LLC (Dan Chin Homes) for 5411 Bashford Street, Tax Increment District #4.

      2) Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan

Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.

3) Tax Increment Financing Development Incentives Application from 4313 LLC (CTW Flooring) for 4313 Triangle Street, Tax Increment District #3.

7. RECONVENE INTO OPEN SESSION

   a. Discussion and possible action to make a recommendation to the Village Board regarding Resolution 2021-14: A Resolution Authorizing the Village President and Clerk to Execute a Real Estate Acquisition And Development Agreement With 5411 Bashford Street LLC.

   b. Discussion and possible action to make a recommendation to the Village Board regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.

   c. Discussion and possible action to make a recommendation to the Village Board regarding a Tax Increment Financing Development Incentives Application from 4313 LLC (CTW Flooring) for 4313 Triangle Street, Tax Increment District #3.

   d. Presentation of Community & Economic Development Director monthly report.

8. SCHEDULE NEXT MEETING DATE.

   a. Wednesday, July 7th, 2021 at 7:00pm.

9. 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.

Development Authority

Working Draft -MINUTES

May 5, 2021

Members Present: Ken Brost, Austen Conrad, Dan Kolk, Toni Stolarik, Stephanie Brassington, Jerry Dietzel

Members Absent: Justin Rupert

Staff Present: Andrew Bremer, Stephanie Miller, Karen Knoll

1. CALL TO ORDER

Brost called the meeting to order at 7:00 pm.

2. PUBLIC APPEARANCES
None

3. APPROVAL OF MINUTES

a. Review and possible approval of the April 7, 2021 Community Development Authority minutes.

Kolk moved to approve the April 7, 2021 Community Development Authority minutes. Conrad seconded the motion, motion carried 6-0.

4. BUSINESS
a. New Member Introductions and review of CDA Powers and Duties.

Bremer reviewed Flaherty has left the CDA and Justin Rupert will be the new trustee on the CDA. Bremer reviewed the powers and duties of the CDA under Section 2-248 of the Municipal Code with members.

b. Discussion and possible action to elect a Chairperson for the Community Development Authority.

Bremer reviewed per local municipal code section 2-247 (e) provides the CDA shall choose annually from its membership a chairperson as it deems necessary. Brost nominated Brassington as chairperson. Dietzel seconded the nomination. Motion carried 6-0.

c. Discussion regarding Tax Increment District #3 capital expenditures.
Bremer advised this is for discussion only; there is no action to be taken tonight. Bremer reviewed as included in packets, the TID #3 district will terminate on August 9, 2022, after that date no new capital or project plan expenditures can be made until the District terminates, on or before August 9, 2027. Bremer explained what the funds could be used for during that time and the funds have to be obligated before August 9, 2022.

Bremer reviewed the boundary of the district, the description of projects, cost breakdowns and years of the projects, as included in packets, included in the TID District with members. Bremer went over the detailed schedule of capital expenditures of TID #3 through December 31, 2019, along with street and utility projects as provided in packets; there may be an updated draft available carrying through December 2020 at the next CDA meeting.

Bremer and members discussed recommended improvements including a possible bike path to Terminal Drive per the Terminal and Triangle District Plan along with if they wanted to phase in changes to take road improvements as far as lift station #4.

Bremer reviewed the performa as provided in packets that summarizes the status of the district, including prior uses and expenditure of funds, revenue stream, annual cash flow and TID fund balance along with summarizing the status of some of the current projects in TID #3. Bremer indicated he has included another possible performa in packets, which show the amounts if the Village decided to do all three projects which were listed in the Village Engineers estimate for Terminal Drive and Triangle Street. This would assume no other development took place in the district.

Members discussed the current width of Terminal Drive, potential impact to existing houses, the right of way on Terminal Drive, the location of lift station #4, expenditures allowed within one half mile of the district and what happens if a project is not completed by August 9, 2027 when the TID closes. Conrad inquired if there were any parcels within the TID boundary, which the Village would consider purchasing. Bremer responded that properties which are strategic to redevelopment or which could be used for a higher or better use do come available, others also could be acquired for blight removal through eminent domain. There will likely be opportunities in the future, however from a TID #3 expenditure that opportunity would close August 9, of 2022. There is always the possibility of adopting a new TID if needed to develop a site. Bremer explained how TID's loan money to each other and how some TID's are set up as donor TID's. Conrad thanked Bremer for his detail, and clarity of the reports provided in the packet.

Bremer inquired if members were interested in doing road projects. Kolk felt it would be a good opportunity to initiate work on Terminal Drive, and being able to find the funding through the TID would be more beneficial to the Village. Bremer indicated the Village would always have the option of the general fund or the utility fund paying for portions of a road improvement, therefor spreading the burden across a couple

financial areas. Bremer added as TID #3 has been preforming well it has given the opportunity to fund projects in other TIDs without having the cost of interest due to borrowing. Members discussed who actually awards the contracts, the timeframes, and bidding process. Bremer asked members for an informal discussion on which they would prefer, doing the project from Siggelkow Road to lift station #4 or doing from lift station #4 to Hwy. 51. Members discussed where the bike trail connects, and concurred on the option of getting bids on doing two sections of the bike trail, one for a path on Terminal Drive and one for a path on Triangle Street they agreed on finishing Triangle Street and adding the bike path there for safety reasons. They also discussed what areas are the most used portions of Terminal Drive and how the road would be constructed. Bremer gave possible layouts of how the center turn lane layout would be if only a portion of Terminal Drive from Siggelkow Road to the lift station was completed in response to Stolarik's question. Members agreed finishing Terminal Drive to from Siggelkow to the lift station would be most important; there was no conclusion on finishing it further.

d. Presentation of Community & Economic Development Director monthly report.

Bremer reviewed his Directors report with members as provided in packets.

5. SCHEDULE NEXT MEETING DATE

a. June 2, 2021 @ 7:00 p.m.

6. ADJOURNMENT.

Brost moved to adjourn. Kolk seconded the motion. Motion carried 6-0. Meeting adjourned at 7:59 p.m.

VILLAGE OF
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SUMMARY SHEET

MEETING DATE: **Wednesday, June 2, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.**

PREVIOUS ACTION:

2006, Village acquisition of 4902 Terminal Drive
June 22, 2015 Village Board approval of Planned Development District General Plan Phase I-III and Detailed Plan Phase I.
2015 TIF Development Agreement for Waubesa Village Phase 1.
July 17, 2017 Plan Commission approval of Planned Development District Detailed Plan Phase II.
2017 TIF Development Agreement for Waubesa Village Phase 2.
July 20, 2020 Plan Commission approval of Planned Development District Detailed Plan Phase III.
2020 Amendment to TIF Development Agreement for Waubesa Village Phase 2.
April 7, 2021 Pre-Application meeting with CDA.
April 19, 2021 Pre-Application meeting with Plan Commission.

ISSUE SUMMARY:

Ryan Quam has acquired an option to purchase 4908 Terminal Drive and is seeking to acquire 4902 Terminal Drive from the Village in order to develop Waubesa Village Phase 4, a three-story 27-unit garden apartment building similar to Waubesa Village Phase 2 & 3. This building would consist of a combination of one and two bedroom apartments with underground parking. Ryan also has a long-term option to purchase 4810 & 4818 Terminal Drive for the potential future development of Waubesa Village Phase 5. The Phase 4 and Phase 5 concepts were reviewed at pre-application meetings before the CDA on April 7, 2021 and the Plan Commission April 19, 2021. The current proposal is only for Phase 4. A request to develop Phase 5 would likely not occur for several years.

Packet Attachments:

- The Applicant's TIF Development Incentives Application. The Applicant is seeking $260,000 in a Tax Increment Loan at Occupancy plus sale of 4902 Terminal Drive for $1 (estimated value $73,255), for a total incentive valued at $333,255.
- The Applicant's Plan Commission Application. This includes the revised Planned

Development District General Plan for Phases 1-4, Detailed Plan for Phase 4, Certified Survey Map, and site design plans for the development. Note, these applications will be reviewed by the Plan Commission at their June 21, 2021 meeting (public hearing only) and July 19th, 2021 meeting (recommendation to Village Board). The CDA may provide input on the overall building designs as part of consideration of the TIF Development Incentives Application; however, the primary purpose of the meeting is to provide a recommendation on the Development Incentives Application. The focus of this staff report is primarily related to the funding request.

- C&ED Director's review of the Development Incentives Application to the Village's TIF Development Incentives Policy Manual (refer to Financial/Budget Impact for additional details).
- C&ED Director's TIF proforma for just the Waubesa Village Phase 4 parcels.
- C&ED Director's TIF proforma for the entire TID, including existing and projected new tax increment, development incentives, existing debt service obligations, and new capital expenditures.

Existing Property Conditions:

- 4902 Terminal Drive: Vacant, Zoned C-H Commercial Highway, 0.31 Acres, $0 Assessed Value
- 4908 Terminal Drive: Single Family Home, Zoned C-H Commercial Highway, 0.52 Acres, $233,300 Assessed Value

Tentative Project Schedule:
The following outlines a tentative schedule for various permit/project approvals for Phase 4 pending CDA/PC/VB review:

- TIF Development Incentives Application for Phase 4 (June 2nd CDA recommendation, June 14th or 28th Village Board action, alternative date of July 26th to coincide with action on rezone)
- Amendment to the Planned Development, General & Detailed Development Plan for Waubesa Village Phases 1-4 (June 21 Public Hearing with Plan Commission, July 19th Plan Commission recommendation, July 26th Village Board action)
- Certified Survey Map to combine Phases 1-4 as one lot (June 21 Public Hearing with Plan Commission, July 19th Plan Commission action)
- Real Estate & Development Agreement for Phase 4 (August 4th CDA recommendation, August 9th Village Board action)
- Closing on 4902 Terminal Drive (August 31st)
- Building Permit for Phase 4 (September, 2021)
- Start Construction Phase 4 (September/October, 2021)
- Building Occupancy Phase 4 (Summer, 2022)

FINANCIAL/BUDGET IMPACT:

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TID #3 previously provided incentives of $552,583 (Phase 1) and $360,000 (Phase 2), for a total of $912,583. The Phase 1 & 2 Development Agreement obligates the Applicant to a Guarantee of Tax Increment based on a fair market value of the property of no less than $8,100,000 ($4,300,000 for Phase 1 plus $3,800,000 for Phase 2). Phase 3, currently under construction, did not include TIF development incentives. The 2021 Fair Market Value of Waubesa Village is $8,469,000, not including the majority of the anticipated value of Phase 3.

The Applicant is seeking $260,000 in a Tax Increment Loan at Occupancy plus sale of 4902 Terminal Drive for $1 (estimated value $73,255), for a total incentive valued at $333,255. The Applicant estimates land acquisition and construction cost for Phase 4 of $4,910,000. The TIF Application includes a further break down of these costs. The Applicant intends to provide an Assessment Guarantee upon completion of the project of $3,800,000 similar to the Phase 2 and Phase 3 developments. The packet includes the C&ED Director's TIF proforma for the proposed development along with the Director's review of the Development Incentives Application to the Village's TIF Development Incentives Policy Manual. The following are additional notes related to this review:

- But For Criteria. The Applicant has identified $401,255 in "But For TIF Specific Project Costs" and requested a total of $333,255 in TIF assistance. The costs listed are TID eligible expenditures; however, some costs such as MMSD, utility, CSM fees are common project expenditures for any development. The following factors suggest the TIF Loan could be reduced while still making the project feasible: (1) project includes market rate apartments, (2) the current high demand for housing in the Village, (3) the Applicant's own prior experience with achieving high rates of lease rentals prior to building occupancy, (4) and the higher Return on Investment estimates from the Applicant's Proforma.
- Financial Capability Criteria. Applicant proposes 13.3% equity or $653,000. Would need to increase to $736,500 (+$83,500) to meet 15% criteria, or a reduction in the TIF Loan from $260,000 to $176,500.
- Payback Period Criteria. As proposed, the payback is six years, which meets the first part of the criteria. Due to TID closing in 2027 five years of increment can be collected (~$266,338 total); therefore, the project would net $6,338 to the TID; however, this is exclusive of prior costs for acquisition and clean-up of 4902 Terminal Drive. The Village previously invested $153,787 in property acquisition and clean-up costs. These costs have been offset by revenue from rental of the prior home (2004-2014) before its demolition, $85,849 in total rental revenue. Therefore, the TID has invested a net of $67,938 in this property. Including the requested $260K TIF Loan, the net increment to the TID is -$61,601 from the proposed project, including past TID investments into the property. To cash flow the project prior to TID closure, inclusive of prior property investments, the TIF Loan request would need to be reduced to $198,399 (-$61,601). These figures assume no interest is charged on the TIF Loan, no appreciation or depreciation in property value or tax rate.

For informational purposes the packet also includes a proforma for TID #3 which considers the outstanding debt obligation of the TID ($966,619), new debt for reconstruction of Terminal

Drive and a bike path on Triangle Street (~$5.6M), remaining development incentive for Ezra Property ($337,500), new development incentives for Waubesa Village Phase 4 ($260,000), new development incentives for CTW ($25,000), general administrative costs, and advances to TID #4 for demolition of 5817 Milwaukee Street, McFarland House Cafe, and 5411 Bashford (total of $236,800). This proforma also includes the additional tax increment revenue projections from Waubesa Village Phases 3, & 4, and CTW, along with repayment schedules for prior TID #4 and TID #5 advances.

In addition to generating tax increment revenue for TID #3, Phase 4 will also generate general revenues to the Village through the collection of building permit and impact fees, estimated at $130K.

VILLAGE PLAN REFERENCE:

4902 & 4908 Terminal Drive are located within the following adopted Village plans available for review on the Community & Economic Development website:

- TIF District #3 (adopted 2004).
- Terminal and Triangle District Plan (adopted 2005), specifically the Mixed-Use Lakeview Village Subdistrict. Preferred land uses include mixed-use buildings & sites, office & residential, neighborhood & lake-oriented retail, higher profile buildings, and under-building parking. Appendix B of the plan includes a Summary of Site and Building Design Standards applicable to the Mixed-Use Lakeview Village Subdistrict.
- Redevelopment District No. 1 (adopted 2010), specifically within the Mixed Use Commercial/Residential Subdistrict.
- Comprehensive Plan (adopted 2017). This plan identifies the property for future Mixed Use/Flex Commercial. Figure 4.1 of the plan, identifies the General Description of Land Uses Allowed includes a carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single family housing. All uses served by public sewer and water systems. Typical Implementing Zoning Districts includes the PD Planned Development District.

ORDINANCE REFERENCE:

Sec. 62.67, PD Planned Development District
Sec. 62-73, Terminal and Triangle Design Overlay Zoning District
Sec. 62-310, Site/Design Review

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. The applicant will provide an overview of their project and TIF request and answer any questions from CDA members. The agenda includes a closed session item under Wis. Stat. 19.85(1)(e) to discuss the TIF Development Incentives applications prior to reconvening into open session to make a recommendation to the Village Board.

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ATTACHMENTS:

1. Waubesa Village LLC_TIF Incentives Application_03.23.2021 (rev. 04.30.2021)
2. 4902 & 4908 Terminal Drive_Waubesa Village Phase 4_04.05.21
3. 4908 Terminal-Waubesa Village Phase 4-TIF Evaluation-05.27.21
4. Waubesa Village Phase 4 TIF Proforma_5.27.2021
5. McFarland TID 3 Proforma with New Projects_5.27.2021

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES APPLICATION

Application ID: 2021 (Year) - 03 (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: Waubesa Village - 27 Unit Building (Phase 4)

Applicant: Waubesa Village LLC

Mailing Address: 4604 Siggelkow Road, Suite A

Primary Contact: Ryan Quam Telephone: (608)838-7750

Email: Fax: (608)838-7752

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation ☒ LLC ☐ Partnership ☐ Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? ☒ No ☐ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

☒ No ☐ Yes, If yes, give the name and relationship of the employee: _____

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Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #
Ryan Quam	Eng.-Architect / Quam Engineering	rquam@quamengineering.com	(608)838-7750
Jeff Riegert	General Contactor / Riegert builders	jeffriegert@gmail.com	(608)575-3969

B. PROPERTY INFORMATION

Parcel(s) Address: 4902 and 4908 Terminal Drive

Parcel(s) Tax Number: 071034241227 and 071034241003

As the Applicant, are you the current owner of this parcel(s)? ☒ No ☐ Yes

If no, current owner is: Village of McFarland and Timothy Blum

If no, do you have an agreed upon option to purchase the property? ☐ No ☒ Yes (provide documentation and note the expiration date here: September 1, 2021 closing

Total Lot Size: 13420 + 22771 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

If yes, indicate Total Building Size 1500 sq.ft.

Most recent property assessment (PA):

$ 75200 Land $ 142,000 Improvements $ 217,200 Total

Existing Uses: Vacant (Village Lot) and Residential - Single Family

Existing Zoning: C-H Commercial Highway

Existing Uses, Adjacent Parcels: Single Family N Multi family S Single & Multi Fam E Multi-family W

Existing Zoning, Adjacent Parcels: C-H N R-3 S R-2 & R-3 E PUD W

Will a zoning change be requested? ☐ No ☒ Yes

If yes, indicate new zoning PDD for 27 Unit Apartment Building

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

WDNR WRAPP, Certified Survey Map to combine lots

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Existing Mortgage Holder: Timothy Blum

Contact Person & Phone Number: Ryan Quam (608)838-7750

Does the property have any existing tax delinquencies, zoning or building violations? ■ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ☐ A New Business(s)
☐ Business Relocation ■ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

This project is phase 4 of Waubesa Village multi-family development. The preliminary Phase 4 Grading Plan and Phase 4-5 Concept Plan are attached.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

~~The project will include multiple rain gardens and storm sewer routing to rain gardens and flat grass volleyball/ice rink areas.~~

Current annual revenue: $ N/A Estimated annual revenue: $ N/A

Current annual expenses: $ N/A Estimated annual expenses: $ N/A

Business Plan and/or Marketing Plan attached? ■ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ■ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: April 5, 2021
Preliminary Construction Start Date: Sept. 1, 2021
Preliminary Construction Completion Date: May 31, 2022
Date Occupied or Opened: June 1, 2022

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Number of principal buildings and estimated square footage: 36,700 floor area

Estimated equalized assessed valuation after project completion (EAV)

$ 297,000 Land $3,503,000 Improvements $3,800,000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: $ 217,200 PA x0.01945 Mill Rate = $ 4,224.54 Total (A)

Post-improvements: $3,800,000 PA x0.0195 Mill Rate = $ 74,100.00 Total (B)

Additional increment (B-A) = $ 69,875.46

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ■ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Will the proposed project result in the relocation of economic activity from an adjacent community?
■ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☐ No ☐ Yes

One and two bedroom units to be rented by qualified tenants.

Who will own and operate the developed property? Waubesa Village, LLC

Do similar businesses/uses already exist in McFarland?

☐ No ■ Yes, If yes, indicate 27 unit apartment buildings at 4606 and 4608 Siggelkow Road and 4703 Terminal Drive

Describe any differences in your proposed business/uses to existing businesses/uses

The phase 4 building will have three garage level doors. The west door will access a proposed grass volleyball/ice rink area.

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Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

$0-$19,000

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

$20,000-$39,000

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

$40,000-$59,000

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

$60,000+

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

Average per hour wage rate of all employees (not including benefits) $N/A

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) N/A.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?
☒ No ☐ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ☐ No ☒ Yes

I have talked with Cindy Krenz about the purchase of her land to the north for a phase 5 building and permanent driveway connection to Terminal Drive.

Discuss any history of community involvement by the applicant or business within the Village.

Ryan Quam was a Village Board member when TID #3 was formed. Quam Engineering, LLC, and Ezra Properties, LLC are businesses owned by Ryan Quam and located in McFarland.

Has any portion of the project already been started or completed? ☒ No ☐ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

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D. TIF REQUEST

State the total amount of TIF assistance being requested: $260,000 TIF Loan + 73,255 Land Donation

State the form of incentives requested:

☐ Developer Loan (pay-as-you-go) ☐ Traditional Loan ■ Tax Increment Loan at Occupancy

☐ Tax Increment Loan at Project Start ☐ Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. Site amenities such as a dog washing station, a grass volleyball court/winter ice rink, etc. are being proposed to attract tenants. The unique site requires irregular development costs such as tree removal, mass excavations with materials to be removed from the site, sanitary lateral extension, water service extension, site storm sewers, exposed garage wall, additional doors with commercial grade entrance in the garage, Village attorney review, etc. The bank will require a minimum 20% owner contribution which will require TIF assistance to be a part of the 20% owner contribution.

In order to demonstrate compliance with the "but for" test, the applicant will provide costs for the higher level of construction materials, the site amenities, and the unique site development costs. The application will also provide the business plan proforma.

Check which box(s) best describe the use of TIF funds:

■ Land Acquisition/Survey ☐ Environmental Audits ■ Site Grading

■ Demolition/Remediation ■ New Construction ☐ Rehabilitation/Expansion

■ Utility Improvements ☐ Parking/Access ☐ Landscaping

☐ Recreation/Conservation ■ Professional Services ☐ Financing Costs

☐ Other _____

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E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition	See Overall Costs Estimate	Applicant, Bank Loan, and TIF Loan
Environmental testing/remediation		
Demolition		
Construction of new building(s)		
Site Improvements		
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs	4910000	

Budget source: ☐ Developer ☐ Arch/Eng ☐ Contractor ☐ Other _____

Sources of Financing	Amount ($)	Percent of Total Costs
TIF	333255	6.79 %
Equity	653000	13.30 %
Loans	3923745	79.91 %
Grants		%
Other (please specify)		%
Total Project Costs		**100.0 %**

Lender for Project if in addition to the Village: State Bank of Cross Plains

Officer Casey McClymann Phone (608)416-4834 Email_____

Preapproved: ☒ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: _____ Grant Amount: _____

Grant Officer:_____Phone_____Email_____

Application Status: _____

Date of Grant Announcement: _____

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F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant Ryan D. Avary Title Managing Member

Signature Ryan D Avary Date 9/30/2021

Return To:

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee Street
McFarland, WI 53558
P: 608-838-3153

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"BUT FOR TIF" SPECIFIC PROJECT COSTS

Land Purchase (4902 Terminal Drive)	$73,255
Attorney Fees (TIF Agreement and Developer Agreement)	$15,000
Engineering Fees (Stormwater Design)	$4,000
MMSD Fees	$7,000
Certified Survey Map	$3,000
Building Demolition and Removal	$13,000
Tree Removal	$8,000
Earthwork (8000 Cubic Yards Remove from Site at $7 per cubic yard)	$56,000
Garage Footing (partial west and partial south apartment walls)	$4,000
Exposed Garage 10% Stone Veneer and 90% LP Smartsiding	$10,000
Sanitary Lateral and Water Service Connections with Street Patching	$25,000
Boulder Retaining Walls	$18,000
Stone Veneer/Fiber Cement Exterior Upgrade (from Vinyl)	$132,000
Lower Level Two Decks (West Side)	$6,000
Garage West Commercial Door	$5,000
Dog Washing Station	$6,000
Rain Garden with building perimeter storm sewer	$16,000
Total:	**$401,255**

PHASE 4 APARTMENT BUILDING

Overall Costs Estimate

Description	Quantity	Unit	Unit Price	Total
Land				
Land (4908Terminal Drive)	1	LS	$300,000.00	$300,000.00
Land (4902 Terminal Drive)	1	LS	$73,255.00	$73,255.00
Permitting Item				
Building Permit	1	LS	$4,000.00	$4,000.00
Erosion Control and Stormwater Permit	1	LS	$2,000.00	$2,000.00
Plumbing, HVAC, Site Design Fees, TIF Application	1	LS	$4,200.00	$4,200.00
Fire Alarm and Suppression System Fee	1	LS	$1,500.00	$1,500.00
Engineering Review Fees	1	LS	$7,000.00	$7,000.00
Attorney Review Fees	1	LS	$15,000.00	$15,000.00
Public Water (2" Meter)	1	2 in	$5,201.00	$5,201.00
Impact Fee				
Park Fee-in-lieu	27	DU	$2,755.26	$74,392.02
Park Improvement and Public Library	27	DU	$1,421.38	$38,377.26
MMSD	1	LS	$7,000.00	$7,000.00
Transaction Fees				
Bank Fee	1	LS	$20,000.00	$20,000.00
Appraisal Fee	1	LS	$3,000.00	$3,000.00
Title Fee	1	LS	$3,000.00	$3,000.00
Miscellaneous Closing Fees	1	LS	$3,000.00	$3,000.00
Construction Interest Carrying Costs Through 6/2022	1	LS	$60,000.00	$60,000.00
Professional Items				
Dimension IV Architect	1	LS	$10,000.00	$10,000.00
Structural Design	1	LS	$10,000.00	$10,000.00
Ryan Quam Building Plans Drafting	1	LS	$60,000.00	$60,000.00
Quam Engineering, LLC Site Design and CSM Approva	1	LS	$43,000.00	$43,000.00
Quam Engineering, LLC Construction Staking	1	LS	$25,000.00	$25,000.00
Quam Engineering, LLC Site General Administration	1	LS	$35,000.00	$35,000.00
Ryan Quam Planning and Consulation Fee	1	LS	$40,000.00	$40,000.00
Site Items				
Rice Grading	1	LS	$118,000.00	$118,000.00
Utility Connections and Perimeter Storm	1	LS	$30,000.00	$30,000.00
Boulder Retaining Walls	450	VSF	$40.00	$18,000.00
Concrete Curb, Sidewalk, Stairs	1	LS	$36,000.00	$36,000.00
3" Asphalt Binder and Surface Course	1	LS	$35,000.00	$35,000.00
Restoration (Seed & Matting)	7000	SY	$2.50	$17,500.00
Lighting and Security	1	LS	$20,000.00	$20,000.00
Landscaping Trees & Shrubs	1	LS	$13,000.00	$13,000.00
Building Items (Interior, Exterior, and Lighting)				
Riegert Builders Contract	1	LS	$3,698,000.00	$3,698,000.00
Subtotal Costs:				$4,829,425.28
Contingency (Approx. 2% Building and Site):				$80,574.72
Total:				$4,910,000.00

Loan Amount & Contributions Percentage

Loan Amount Calculation	
Total Costs (See Cost Schedule)	$4,910,000
T.I.F. "Gap Loan"	-$260,000
T.I.F. Village Lot	-$73,255
Ryan Quam Downpayment	-$450,000
Ryan Quam Building Plans Drafting	-$60,000
Quam Engineering, LLC Site Design / Approvals	-$43,000
Quam Engineering, LLC Construction Staking	-$25,000
Quam Engineering, LLC Site General Administration	-$35,000
Ryan Quam Planning and Consulation Fee	-$40,000
Loan Amount Total:	**$3,923,745**

Ryan Quam Contributions Percentage Calculation	
Ryan Quam Downpayment	$450,000
Ryan Quam Building Plans Drafting	$60,000
Quam Engineering, LLC Site Design / Approvals	$43,000
Quam Engineering, LLC Construction Staking	$25,000
Quam Engineering, LLC Site General Administration	$35,000
Ryan Quam Planning and Consulation Fee	$40,000
Total Contributions:	$653,000
Ryan Quam Contributions Percentage = Total Contributions / Total Costs	**13.30%**

Village Contributions Percentage Calculation	
T.I.F. "Gap Loan" and Village Lot	$260,000
T.I.F. Village Lot	$73,255
Total Contributions:	$333,255
Village Contributions Percentage = Total Contributions / Total Costs	**6.79%**

PROFORMA

Loan Amount		
Total Costs (See Cost Schedule)	$4,910,000	
TIF Gap Loan	-$260,000	
TIF Village Lot	-$73,255	
Ryan Quam Downpayments	-$450,000	
Ryan Quam Building Plans Drafting	-$60,000	
Quam Engineering, LLC Site Design / Approvals	-$43,000	
Quam Engineering, LLC Construction Staking	-$25,000	
Quam Engineering, LLC Site General Administration	-$35,000	
Ryan Quam Planning and Consulation Fee	-$40,000	
Loan Amount	$3,923,745	
Sales/year		
27 Apartments	$436,260	{9 one-bedrm @ $1135; 14 two-bedrm @ $1420; 4 two-bedrm w/ loft @ $1565}
Pet Fees	$12,000	{25 pets at $40/pet/month}
Total	$448,260	{See rent scalar} **2.00% Rent Scalar**
Vacency	-$13,448	{Assumes 3% vacency}
Sales Total	$434,812.20	
Costs/year		
Interest	3.80%	of loan amount
Management & Insurance	8.00%	of sales amount
Maintenance	6.00%	of sales amount
Property Tax	$72,580	{1.91% of $3,800,000 (TIF Estimated Valuation}

Principal Projection	2022	2023	2024	2025	2026	2027	2028
Beginning Principal	$3,923,745	$3,771,489	$3,606,272	$3,427,468	$3,234,420	$3,026,446	$2,802,836
Interest	$149,102	$143,317	$137,038	$130,244	$122,908	$115,005	$106,508
Sales	-$434,812	-$443,508	-$452,379	-$461,426	-$470,655	-$480,068	-$489,669
Management (6% sales) & Insurance (2% of sales)	$34,785	$35,655	$36,546	$37,460	$38,396	$39,356	$40,340
Maintenance (6% of sales)	$26,089	$26,741	$27,409	$28,095	$28,797	$29,517	$30,255
Property Tax	$72,580	$72,580	$72,580	$72,580	$72,580	$72,580	$72,580
Ending Principal	$3,771,489	$3,606,272	$3,427,468	$3,234,420	$3,026,446	$2,802,836	$2,562,850
Principal Reduction	$152,256	$165,216	$178,805	$193,048	$207,974	$223,610	$239,987
Return on Investment	23%	25%	27%	30%	32%	34%	37%

Village of McFarland
Community & Economic Development Department

Plan Commission Application – 2021

~Application must be completed in full~

Applicant - Owner	Waubesa Village, LLC	Applicant's Agent	Ryan Quam
		Name	Received
Address	4604 Siggelkow Road, Suite A McFarland, WI 53558	Address	APR 06 2021
Email	rquam@quamengineering.com	Email	Village of McFarland
Phone #	608-838-7750	Phone #	
Fax #		Fax #	

Parcel No(s). 154/0710-342-4122-7
154/0710-342-4100-3 **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	$500+AF	☐ Conditional Use	$370+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	$500+BF	☒ Rezoning (map)	$405+	☐ Dev. Agreement Including Addendums	$400 F
☒ Certified Survey Map	$300+FG	☐ Zoning Amendment (text)	$405 +F	☐ Final Plat	$500 +CF
☐ Condominium	$300+EF	☐ USA/MMSD Annexation	At cost	☐ Final Plat (reapplication)	$400 +DF
☐ Comprehensive Plan Amendment	$500+F			☒ Site/Design Review	$400 + F

+ = Plus publication and notification charges

A = Plus $50.00 per lot

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

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

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

E = Plus $40.00 for each unit shown

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

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

Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
☐ R-E, R-3 & PD (up to 50 acres)	$5,000
☐ R-E, R-3 & PD (greater than 50 acres)	$10,000
☐ Site/Design Review (less than 2,000 sq. ft.)	$1,000
☒ Site/Design Review (2,000 sq. ft. or more)	$2,000
☐ All Plats including condominiums	$5,000

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

The site is located at 4902 and 4908 Terminal Drive. 4902 Terminal is lot 1 of CSM 7449 and zoned "X4 - Exempt". 4908 Terminal is Lot 20 of Assessors Plat 4 Blooming Grove and zoned "G1-Residential". The application request is for a PDD to allow for a 27 unit apartment building (phase 4 of Waubesa Village).

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

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

Schedule: The Village of McFarland Plan Commission normally conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices; all potential agenda item materials -are required to be submitted per the schedule listed below. **Three (3) copies** of all materials, **one (1) copy must be 8 ½ x 11, two (2) copies to be 11 x 17 and one (1) electronic copy** (*only one copy of application, completed in full, is necessary)* shall be submitted to the Community Development Department (608-838-3154), with fees paid **by *NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2021 Schedule

*Submittal Deadline Noon on:	For Scheduled 2021 Meeting date of:
December 8 (2020)	January Tuesday Jan. 19
January 5	February 15
February 2	March 15
March 9	April 19
April 6	May 17
May 11	June 21
June 8	July 19
July 7	August 16
August 10	September 20
September 7	October 18
October 5	November 15
November 2	December 20 (Pending)
December 7	(Pending) Tuesday, Jan. 18, 2022

*** Submittal deadline:**

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

X _____ 4-5-2021

Signature of Applicant/Agent Date

Planned Development District

Statement of Owners Intent,
Updated General Plan for Staged
Development, and Detailed Plan for
Phase 4 Development

Project:
Waubesa Village Development

Owner:
Waubesa Village, LLC
Attn: Ryan Quam

Statement of Owners Intent

It is the intent of the Owner to develop the lands controlled by the Owner as a Mixed Use development in general conformance with the TIF plan and previously approved General Plan. The purpose of this submittal is to seek the following Village approvals:

1) Updated General Plan for Phases 1-4;
2) Detailed Plan for phase 4 development;
3) Zoning amendment creating the Planned Development District to allow phase 4 development;

Legal Description

The lands controlled and uncontrolled by the Owner addresses and legal descriptions are as follows:

1) 4604, 4606, and 4608 Siggelkow Road (Lot 1, C.S.M. 14104) - Controlled;
2) 4908 Terminal Drive (Lot 20 of Assessors Plat 4 Blooming Grove) – Controlled;
3) 4902 Terminal Drive (Lot 1 of CSM 7449) – Village Land;

Description of General Plan for Staged Development

The General Plan proposes the development of the land with five buildings and associated drive aisles, parking lot, and regional pond as shown on the General Development Plan included as sheet G-1. The buildings and site layout are described as follows:

1) Phase 1 Mixed Use Building
   - Existing three story mixed use building;
   - Approximately 22,000 square feet of leased apartment space;
   - 12,300 square foot leased commercial space on first floor;
   - 6 one-bedroom and 14 two-bedroom apartment units on second and third floors;
   - 32 underground parking stalls;
   - 31 surface parking stalls;
   - Approximately 190 feet long;
   - Approximately 70 feet deep;
2) Phase 2 Apartment Building
   - Existing three story apartment building;
   - Approximately 30,000 square feet of leased apartment space;
   - Approximately 11,300 square foot footprint;
   - 28 underground parking stalls;
   - 29 surface parking stalls;
   - Approximately 175 feet long;
   - Approximately 70 feet deep;
   - 9 one-bedroom and 18 two-bedroom apartment units with individual washers and dryers and private balconies;
3) Phase 3 Apartment Building
   - Existing three story apartment building;
   - Approximately 30,000 square feet of leased apartment space;
   - Approximately 11,300 square foot footprint;
   - 28 underground parking stalls;
   - 27 surface parking stalls;
   - Approximately 175 feet long;
   - Approximately 70 feet deep;
   - 9 one-bedroom and 18 two-bedroom apartment units with individual washers and dryers and private balconies;
4) Phase 4 Apartment Building

- 27 unit, three story apartment building which will be described in the Detailed Plan for Phase 4 Development portion of this submittal;

5) Site Layout
   - 113 above ground parking stalls are proposed to supplement the underground parking and to meet overall parking requirements;
   - One regional detention pond will meet rate runoff control, sediment control requirements and multiple infiltration ponds will meet infiltration requirements for all proposed impervious areas;
   - 128 approximate total number of apartment units;
   - 22.9 Dwelling Units / Acre (overall development site which is 5.59 acres)
6) Schedule
   - Phase 1 mixed use building open on June 2016
   - Phase 2 three-story apartment building open on June 2018
   - Phase 3 three-story apartment building open on May 2021
   - Phase 4 three-story apartment building open on May 2022

Existing Site (Phase 4)

The Existing Site Plan is included as Sheet C-1 and site features are as follows:

1) 5.56 total acres;
   a. 4604, 4606, 4608 Siggelkow Road is 4.73 acres;
   b. 4908 Terminal Drive is 0.52 acres;
   c. 4902 Terminal Drive is 0.31 acres;
2) Phase 1 and 2 developments have been completed per the plans and phase 3 development is substantially completed with an anticipated June 30th completion date;
3) Detention pond has been installed and is sized for all four phases of development with minor modifications;
4) Terminal Drive is adjacent to the east;
5) Existing house and attached business are adjacent to the north;
6) Existing Waubesa Village phase 3 building is adjacent to the west;
7) Existing multifamily units are adjacent to the south;
8) Public sanitary sewer and water main is available under Terminal Drive to serve phase 4 of development;

Description of Detailed Plan for Phase 4 Development

A three story 27-unit apartment building as the fourth phase of development and the details are as follows:

1) The Site Plan is included as Sheet C-2 with features as follows:
   - 11,300 square foot footprint;
   - 175 feet long;
   - 72 feet deep;
   - 26 above ground parking stalls;
2) The Grading Plan is included as Sheet C-3 with features as follows:
   - Underground garage entrance on the north side of the building;
   - First floor doors on the west side of the building;
   - Garage floor doors on the north, south, and west side of the building;
   - Retaining walls to accommodate the natural grade changes;
3) The Rendering is included as Sheet A-1
   - Intended to meet the TIF goal to "vary building facades by using different but complementary colors, material arrangements, well setbacks (staggered facades), roof lines, and/or windows";

4) The Exterior Elevations drawing are included as Sheet A-2.1 and Sheet A-2.2
   - Intended to meet the TIF goal to "emphasize high quality natural building wall materials such as brick, block, and glass - particularly on the first floor";
   - Materials include single hung vinyl windows, aluminum railing systems, thin stone veneer, fiber-cement lap siding, and fiber-cement siding panels with reveal joints;
   - Roof materials include three dimensional asphalt shingles and standing seam metal accent roofs;
5) The Utility Plan is included as Sheet C-4
   - A 6" sanitary lateral will be extended from the Terminal Drive sanitary sewer to serve building "D";
   - A 6" water service will be extended from the Terminal Drive water main to serve building "D";
   - Inlets and catch basins will collect runoff from all impervious areas and storm sewer will carry runoff to the bioretention devices and detention pond;
6) The Landscape Plan is included as Sheet C-5
7) The Lighting Plan is included as Sheet C-6
8) The Apartments Basement Floor Plan is included as Sheet A-3
   - Tenant storage and mechanical rooms in the garage;
   - 28 parking stalls;
9) The Apartments First Floor Plan is included as Sheet A-4
   - 8,912 approximate apartments area;
   - Six two bedrooms;
   - Three one bedrooms;
   - Each unit will have individual washers and dryers and private balconies;
10) The Apartments Second Floor Plan is included as Sheet A-5
   - 8,912 approximate apartments area;
   - Six two bedrooms;
   - Three one bedrooms;
   - Each unit will have individual washers and dryers and private balconies;
11) The Apartments Third Floor Plan is included as Sheet A-6
   - 9,712 approximate apartments area;
   - Four two bedroom with lofts;
   - Two two bedrooms;
   - Three one bedrooms;
   - Each unit will have individual washers and dryers and private balconies;

Planned Development District Standards and Responses

Section 62-67(4) lists the standards shall apply in the review of all general or detailed plans proposed for the Planned Development District. The standards and this submittals responses are as follows:

a) "*The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan*". The proposed Detailed Plan for Phase 4 Development is in general conformance with the "Mixed-use Lakeview Village Subdistrict" guidelines of the "Terminal and Triangle District Plan".

b) "*The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood*". The proposed Phase 4 Development will be an asset to the neighborhood and proposed building and pavement setbacks are sufficient so as to not negatively impact the neighboring buildings.

c) "*Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians*". The proposed parking stalls will connect to a 24' wide driveway and will provide safe and convenient movement of vehicles. The proposed sidewalk will connect to existing sidewalks and will provide safe movement for pedestrians.

d) "*The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances*". There are no existing environmental features to preserve. The proposed development will include storm sewer, rain garden, and detention pond to meet Village Erosion Control and Stormwater Management Ordinances. The Landscape Plan will meet Village landscaping ordinances.

e) "*The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy*". The three existing and one proposed building will be designed with similar materials and architectural style and will be located over thirty-three feet apart to maximize privacy.

f) The following provisions shall apply:

a. "*In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents*". There is a proposed grass volleyball/ice rink proposed as a part of this planned development. The planned development currently includes a playground, and the lawn and landscaped areas provide a common open space that is safe and accessible to residents. Also nearby are Brandt Park, the bike trail, and McDaniel Park which also provide additional recreational opportunities.

b. "*Planned Development District housing impacts on community resources in the same manner as other new developments, which are characterized by division of land into lots. In particular, the additional population density places demands upon Village parks and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate land or provide fees in lieu of land, in accordance with the procedures set forth in Section 62-64*." The existing 74 dwelling units and proposed 27 dwelling units will provide fees-in-lieu of parkland dedication, Park Improvement fees, and Library Impact fees.

g) "*The planned development will not adversely affect the ability of public agencies to provide school or other municipal services*". The planned development will include a street connection to Terminal Drive which will improve vehicular traffic circulation within the existing Phase 1-3 development and assist with the fire access lane.

h) "*The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination and the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village*". The proposed drive aisles are 24' wide to accommodate two way traffic and sufficient distance to back up from 18' deep parking stalls. Sidewalk widths are proposed to be 5' wide which is a sufficient width for pedestrian traffic. Bollard lights and parking lot lights are provided to provide sufficient outdoor lighting. The Village and WDNR stormwater

requirements will be met with the existing detention pond and proposed infiltration devices which will take advantage of the existing sandy soils.

i) "*The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties*". The applicant will provide a personal financial statement for the Village attorney review. The applicant has received many compliments from Village residents over the years regarding the phase 1 – 3 buildings and feels that the phase 4 development will be received similarly and will be viewed as a benefit to the Village and not adversely affect surrounding properties;

j) "*The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point*". The proposed phase 4 building anticipated completion date is May 31, 2022.

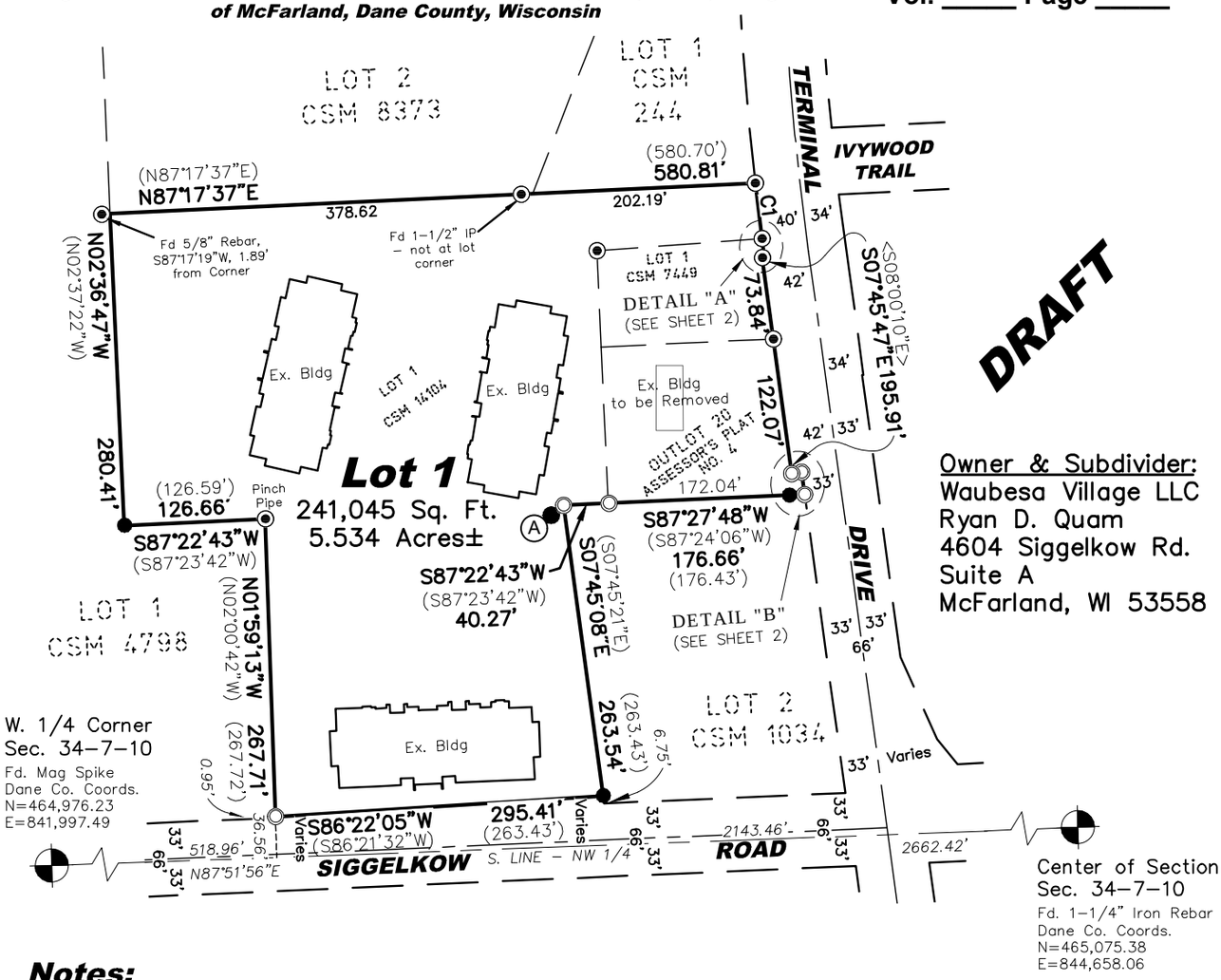
DANE COUNTY
CERTIFIED SURVEY MAP # _____

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

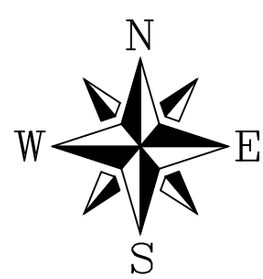


DRAFT

Owner & Subdivider:
Waubesa Village LLC
Ryan D. Quam
4604 Siggelkow Rd.
Suite A
McFarland, WI 53558

Notes:

1. See Sheet 2 for Details "A" and "B".
2. See Sheet 2 for Curve Data.
3. This CSM was done without benefit of a Title Report and may not depict all matters of title that affect the property shown hereon.



Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System – NAD 83 (2011).

LEGEND

- ⊙ Found 1" Iron Pipe, Unless Noted
- ● Found 3/4" Rebar
- ◎ 3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
- (303.63') Record Data per CSM 14104
- [303.63'] Record Data per CSM 8373
- {303.63'} Record Data per CSM 244
- <303.63'> Record Data per CSM 7449
- Boundary Line
- Existing R/W Line
- Platted Lot Line
- Section Line

Ⓐ Also a Fd. 1-1/2" I.P. lies S61°28'55"W, 1.46' from corner

GRAPHIC SCALE

0 75 150 300

(IN FEET)

QUAM ENGINEERING, LLC
4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558
608–838–7750 www.quamengineering.com
Project # RQ–02–15

SHEET 1 OF 5

DRAFT

DANE COUNTY
CERTIFIED SURVEY MAP # _____

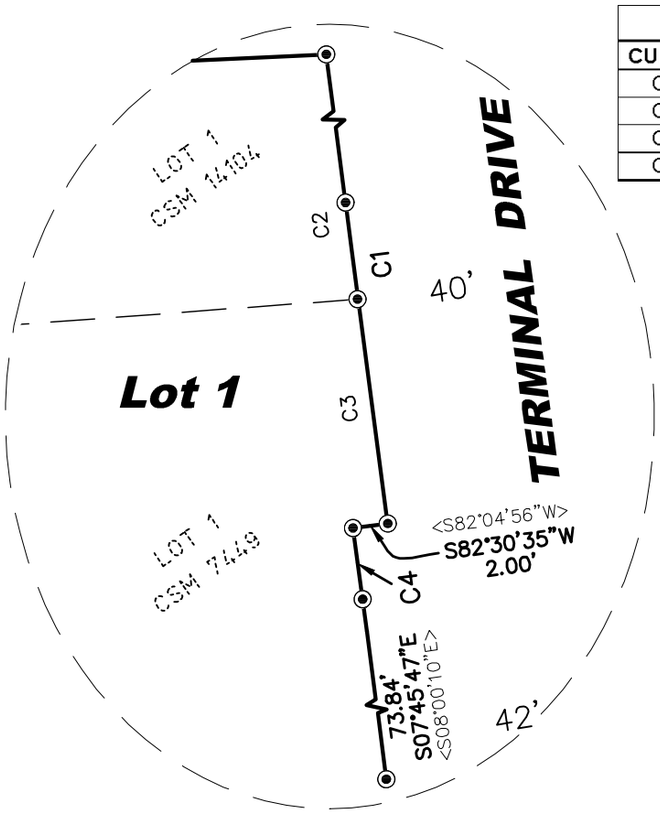
Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

C.S.M. No. _____

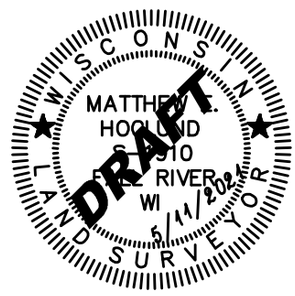
Doc. No. _____

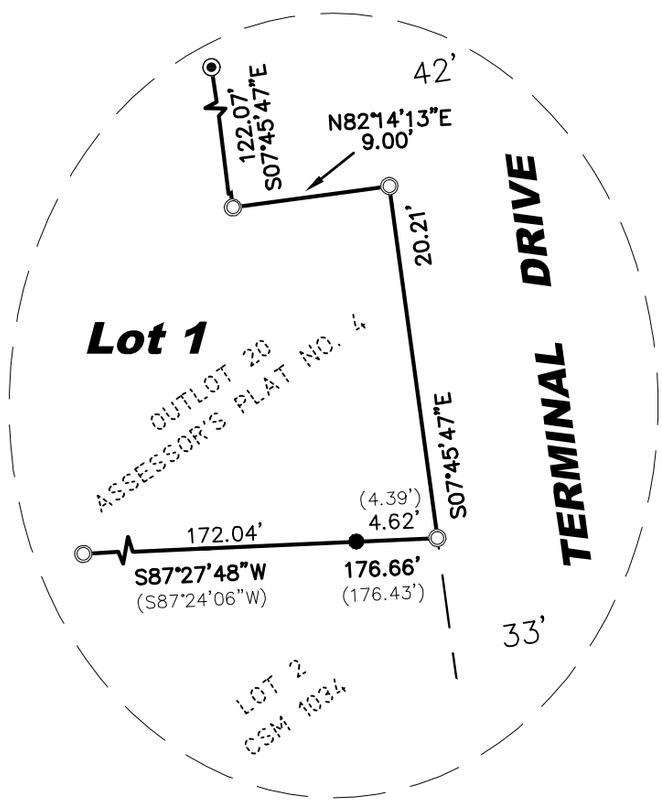
Vol. _____ Page _____

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2905.00'	01°14'35"	63.03'	S07°03'40"E - 63.03'
C2	2905.00'	00°59'21"	50.15'	S06°56'02"E - 50.15'
C3	2905.00'	00°15'15"	12.88'	S07°33'20"E - 12.88'
C4	2907.00'	00°04'50"	4.09'	S07°43'22"E - 4.09'

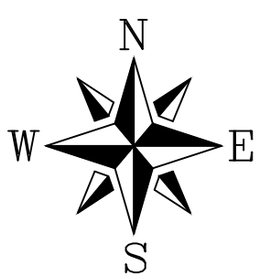


DETAIL "A"





DETAIL "B"



Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System – NAD 83 (2011).

LEGEND

⊙	Found 1" Iron Pipe, Unless Noted
●	Found 3/4" Rebar
◎	3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
(303.63')	Record Data per CSM 14104
[303.63']	Record Data per CSM 8373
{303.63'}	Record Data per CSM 244
<303.63'>	Record Data per CSM 7449
———	Boundary Line
—— ——	Existing R/W Line
— —— —	Platted Lot Line
—— – – ——	Section Line

GRAPHIC SCALE

0 5 10 20

(IN FEET)

QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558

608–838–7750 www.quamengineering.com

Project # RQ–02–15

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_____

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Matthew E. Hoglund, Registered Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey being:

Lot 1 of Dane County Certified Survey Map No. 14104, recorded in Volume 95 of Certified Survey Maps on Pages 54 through 56 as Document No. 5192757 of Dane County Records.

Outlot 20 of Assessor's Plat No. 4 - Town of Blooming Grove, recorded in Volume 13 of Plats on Pages 15 and 16 as Document No. 777053 of Dane County Records.

Lot 1 of Dane County Certified Survey Map No. 7449, recorded in Volume 38 of Certified Survey Maps on Pages 214 through 216 as Document No. 2602577 of Dane County Records.

all being located in the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 7 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, containing 241,045 square feet or 5.534 acres, more or less.

BEING SUBJECT TO all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Ryan D. Quam of Waubesa Village LLC, the owner of said land; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of McFarland Subdivision Regulations in surveying, dividing, and mapping the same.

Dated this 11th day of May, 2021.

WISCONSIN MATTHEW E. HOGLUND S-1910 MILL RIVER WI LAND SURVEYOR DRAFT

_____
Quam Engineering, LLC
By: Matthew E. Hoglund
P.L.S. S-1910

VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

This land division is hereby approved by the Plan Commission of the

Village of McFarland on this ____ day of _____, 2021.

_____
Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

SHEET 3 OF 5

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_____

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

OWNERS CERTIFICATE:

Waubesa Village LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. Waubesa Village LLC, does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, the said ouffiou Waubesa Village LLC has caused these presents to be signed by Ryan D, Quam, Managing Member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 20__.

In the presence of: _____ _____

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ___ day of _____, 20___, Ryan D. Quam, Managing Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be a partner of said Limited Liability Company and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.

WISCONSIN
MATTHEW E. HOGLAND
2910
FOX RIVER
WI
5/11/2021
DRAFT
LAND SURVEYOR

VILLAGE OF McFARLAND BOARD CERTIFICATE:

Resolved, that this Certified Survey Map is hereby approved and dedications accepted by the Village Board of the Village of McFarland

Dated this ___ day of _____, 2021.

_____
Cassandra Suettinger, Clerk, Village of McFarland

REGISTER OF DEEDS CERTIFICATE:

Received for recording this ___ day of _____, 20___, at _____ o'clock __M. and

recorded in Volume _____of Certified Survey Maps on Pages _____

as Document No. _____.

_____
Kristi Chlebowski, Dane County Register of Deeds

SHEET 4 OF 5

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_____

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

CONSENT OF CORPORATE MORTGAGEE:

State Bank of Cross Plains, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Waubesa Village LLC, owner.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by _____, its President, and countersigned by _____, its Secretary (cashier), at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 20__.

In the presence of:

_____ _____ (Corporate Seal)

_____ , Date: _____
By: President

_____ , Date: _____
By: Secretary (Cashier)

WISCONSIN MATTHEW E. HOGLUND S-1910 FOX RIVER, WI 5/11/2021 DRAFT LAND SURVEYOR

STATE OF WISCONSIN)
_____COUNTY) SS

Personally came before me this ___ day of _____, 20___, _____, its President, and countersigned by _____, its Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary(cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.

CONSENT OF CORPORATE MORTGAGEE:

Village of McFarland, a _____ duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Waubesa Village LLC, owner.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 20__.

In the presence of:

_____ _____ (Corporate Seal)

_____ , Date: _____
By: Title

_____ , Date: _____
By: Title

STATE OF WISCONSIN)
_____COUNTY) SS

Personally came before me this ___ day of _____, 20___, _____, its _____, and countersigned by _____, its _____ of the above named _____, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____of said _____, and acknowledged that they executed the foregoing instrument as such officers as the deed of said _____, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

SHEET 5 OF 5

Site and Design Plans

Check List

Date received: _____

Subject property address: 4902-4908 Terminal Drive

Landowner's name: Village of McFarland/Tim Blum

Landowner's address: _____

Landowner's phone/fax: _____

Landowner's email: _____

Agent's name: Ryan Quam - Waubesa Village

Agent's address: 4604 Siggelkow Road, Suite A McFarland, WI 53558

Agent's phone/fax: 608-838-7750

Agent's email: rquam@quamengineering.com

All A. Title Block that indicates name and address of the current property owner.

C2 B. Name and signature of the designer.

4/5/21 C. Date of original plan and latest date of revised plan.

ALL D. North arrow and graphic scale. Said scale shall not be smaller than 1 inch equals 100 ft.

- E. Existing zoning X4 and G1 Proposed rezoning X yes _____no

C1 & C2 F. All property lines, and existing and proposed right-of-way lines with bearings and dimensions clearly labeled.

C2 G. All required building setback lines.

C2 H. The location of all access points and connections to public streets, off-street parking, and loading areas on the subject property including a summary of the number of parking stalls, accessible parking stalls, and labels indicating the dimension of such areas.

C2 I. All existing and proposed building structures and paved areas, including walks, drives, decks, patios, balconies, fences, retaining walls, utility poles, exterior utility and mechanical equipment, and any accessory structures.

C1 & C2 J. Existing and proposed site and building signage.

Elevations K. Color exterior façade elevations of all proposed buildings including descriptions of materials and colors.

N/A L. The location of all outdoor storage areas; including proposed screening materials and colors.

C3 M. The location of existing and proposed drainage facilities including stormwater and erosion control plan.

C3 N. The location and type of any permanently protected green space areas.

N/A O. The location and elevation of any wetlands or floodplains.

C3 P. Grading Plan including existing & proposed topography shown at a contour interval of not more than two (2) ft.

_____ Q. In the legend, data for the subject property:

PDD (1) Lot area

PDD (2) Building area

C2 (3) Paved area

C2 (4) Total impervious area

C5 (5) Landscaping points provided and required for building foundations, gross floor area, street frontage, and paved area.

A2 (5) Building height

PDD (6) Existing zoning, proposed zoning

C2 (7) Number of parking stalls provided and required.

C5 R. Landscaping Plans including proposed species, quantity and planting size. Refer to Appendix B of the Village's Zoning Code for more information.

C4 S. Hydrant locations and Fire Department Connection.

C6 T. Lighting Plans including photometrics and description of fixture types, heights and orientation.

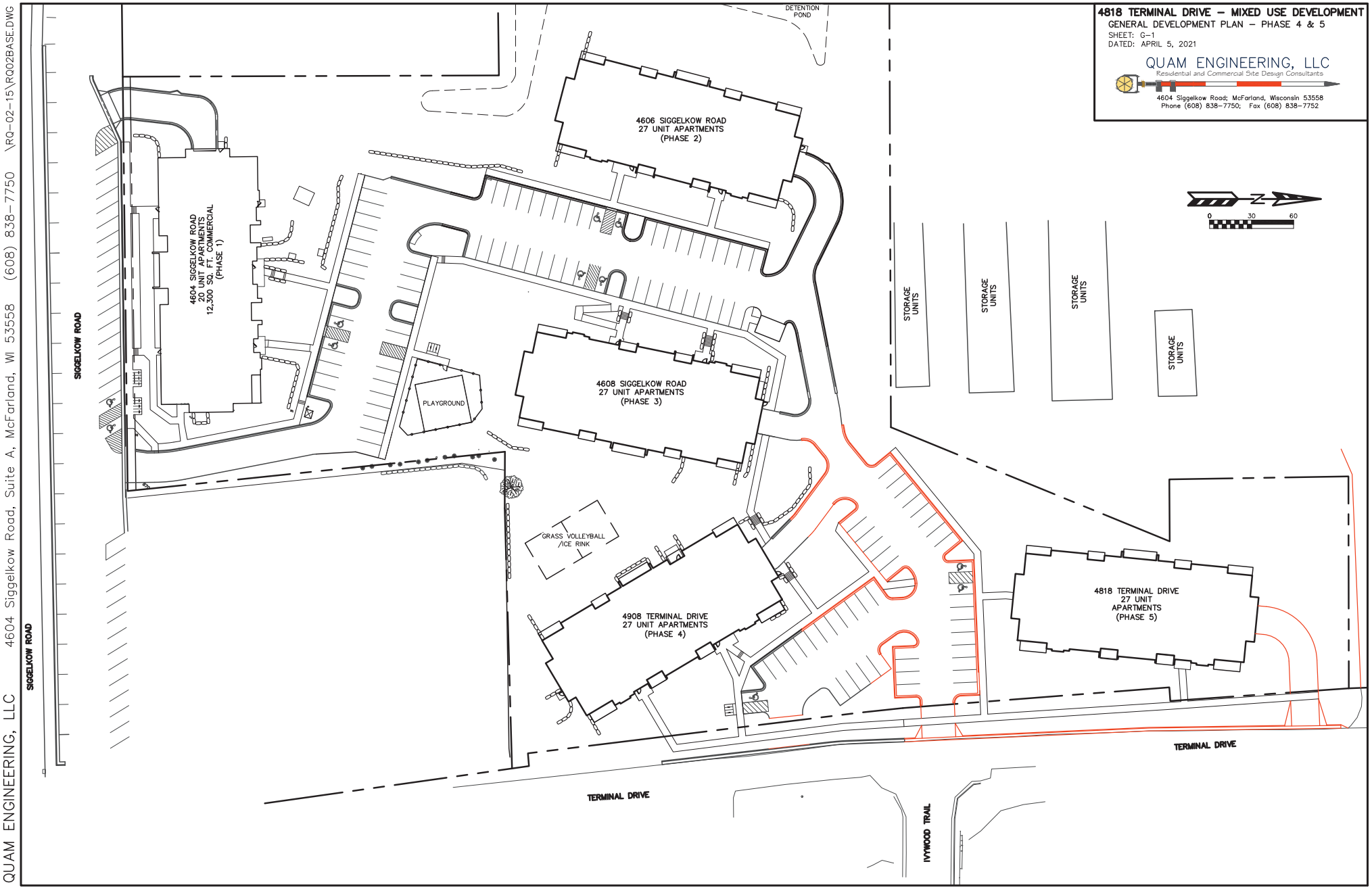
C4 U. Utility plans, including the location of existing and proposed overhead or underground site utilities, including piping and meter sizes and associate appurtenances.

N/A V. Existing or proposed easements.

see below W. A legal description of the subject property.

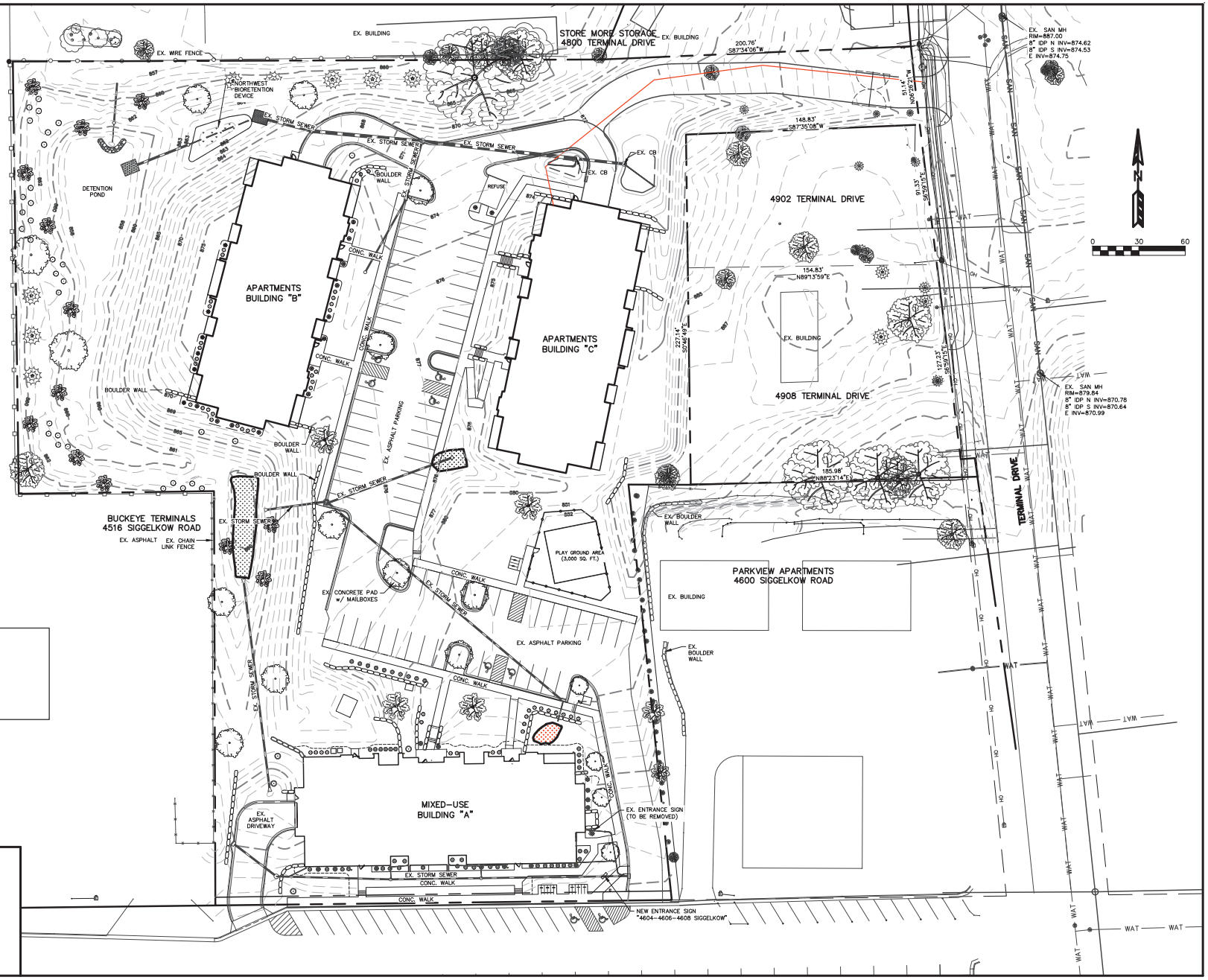
General Comments: CSM of property to follow

Note: In addition to Site and Design Permit approval, a building permit from the Village Building Inspector is required prior to the start of construction of any building, fence, or sign.



QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 \RQ-02-15\RQ02BASE.DWG

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 \RQ-02-15\RQ002BASE.DWG



4908 TERMINAL DRIVE – APARTMENTS
EXISTING SITE PLAN – PHASE 4
SHEET: C-1
DATED: APRIL 5, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
4604 Siggelkow Road, Suite A; McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 \RQ-02-15\RQ02BASE.DWG

SITE INFORMATION BLOCK – PHASE 4

Site Address 4908 TERMINAL DRIVE

Site acreage (total) 5.56 ACRES

Proposed Zoning PD, PLANNED DEVELOPMENT

Phase 4 Surface Coverage:

Building	12,400 SQFT
Parking Lot/Asphalt Drive	11,175 SQFT
Sidewalk & Ret. Walls	760 SQFT
TOTAL IMPERVIOUS	24,335 SQFT

Maximum Building Height: 55' – 1"

RESIDENTIAL STALLS REQUIRED	STALLS REQUIRED
1–BEDROOM: 9 D.U. AT 2.0 STALLS	= 18 STALLS REQUIRED
2–BEDROOM: 18 D.U. AT 2.0 STALLS	= 36 STALLS REQUIRED
TOTAL REQUIRED:	= 54 STALLS REQUIRED

RESIDENTIAL STALLS PROVIDED	STALLS PROVIDED
SURFACE PARKING LOT	= 26 STALLS PROVIDED
UNDERGROUND PARKING LOT	= 28 STALLS PROVIDED
TOTAL PROVIDED:	= 54 STALLS PROVIDED

4908 TERMINAL DRIVE–APARTMENTS

SITE PLAN – PHASE 4

SHEET: C–2

DATED: MAY 13, 2021

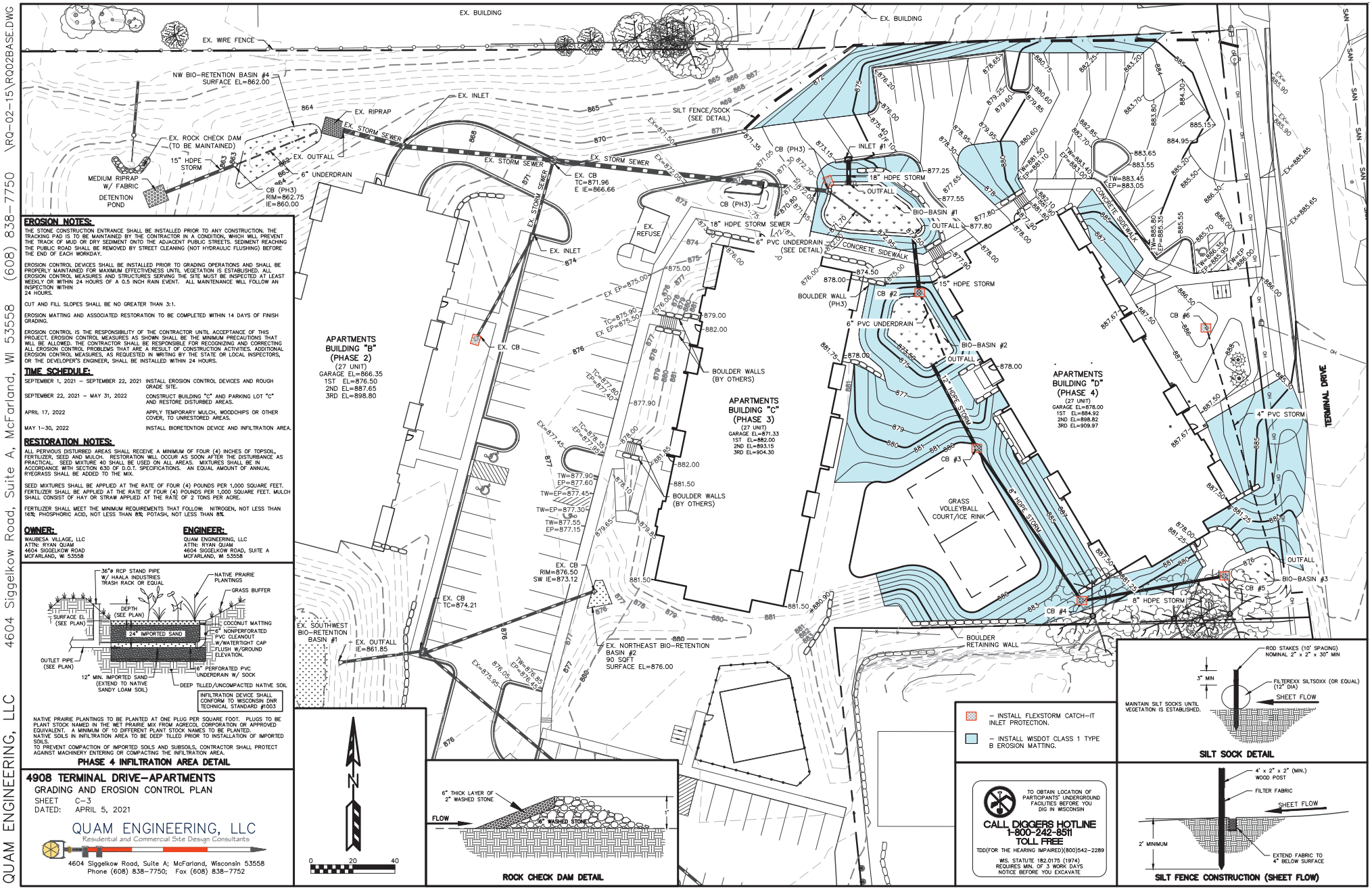
QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants

4604 Siggelkow Road, Suite A; McFarland, Wisconsin 53558

Phone (608) 838–7750; Fax (608) 838–7752

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 \RQ-02-15\RQ02BASE.DWG



EROSION NOTES:

THE STONE CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION. THE TRACKING PAD IS TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACK OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING THE PUBLIC ROAD SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.

CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1.

EROSION MATTING AND ASSOCIATED RESTORATION TO BE COMPLETED WITHIN 14 DAYS OF FINISH GRADING.

EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

TIME SCHEDULE:

SEPTEMBER 1, 2021 – SEPTEMBER 22, 2021	INSTALL EROSION CONTROL DEVICES AND ROUGH GRADE SITE.
SEPTEMBER 22, 2021 – MAY 31, 2022	CONSTRUCT BUILDING "C" AND PARKING LOT "C" AND RESTORE DISTURBED AREAS.
APRIL 17, 2022	APPLY TEMPORARY MULCH, WOODCHIPS OR OTHER COVER, TO UNRESTORED AREAS.
MAY 1–30, 2022	INSTALL BIORETENTION DEVICE AND INFILTRATION AREA.

RESTORATION NOTES:

ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, FERTILIZER, SEED AND MULCH. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SEED MIXTURE 40 SHALL BE USED ON ALL AREAS. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX.

SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. MULCH SHALL CONSIST OF HAY OR STRAW APPLIED AT THE RATE OF 2 TONS PER ACRE.

FERTILIZER SHALL MEET THE MINIMUM REQUIREMENTS THAT FOLLOW: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 8%; POTASH, NOT LESS THAN 8%.

OWNER:
WAUBESA VILLAGE, LLC
ATTN: RYAN QUAM
4604 SIGGELKOW ROAD
MCFARLAND, WI 53558

ENGINEER:
QUAM ENGINEERING, LLC
ATTN: RYAN QUAM
4604 SIGGELKOW ROAD, SUITE A
MCFARLAND, WI 53558

NATIVE PRAIRIE PLANTINGS TO BE PLANTED AT ONE PLUG PER SQUARE FOOT. PLUGS TO BE PLANT STOCK NAMED IN THE WET PRAIRIE MIX FROM AGRECOL CORPORATION OR APPROVED EQUIVALENT. A MINIMUM OF 10 DIFFERENT PLANT STOCK NAMES TO BE PLANTED.
NATIVE SOILS IN INFILTRATION AREA TO BE DEEP TILLED PRIOR TO INSTALLATION OF IMPORTED SOILS.
TO PREVENT COMPACTION OF IMPORTED SOILS AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE INFILTRATION AREA.

PHASE 4 INFILTRATION AREA DETAIL

4908 TERMINAL DRIVE–APARTMENTS

GRADING AND EROSION CONTROL PLAN
SHEET C–3
DATED: APRIL 5, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
4604 Siggelkow Road, Suite A; McFarland, Wisconsin 53558
Phone (608) 838–7750; Fax (608) 838–7752

ROCK CHECK DAM DETAIL

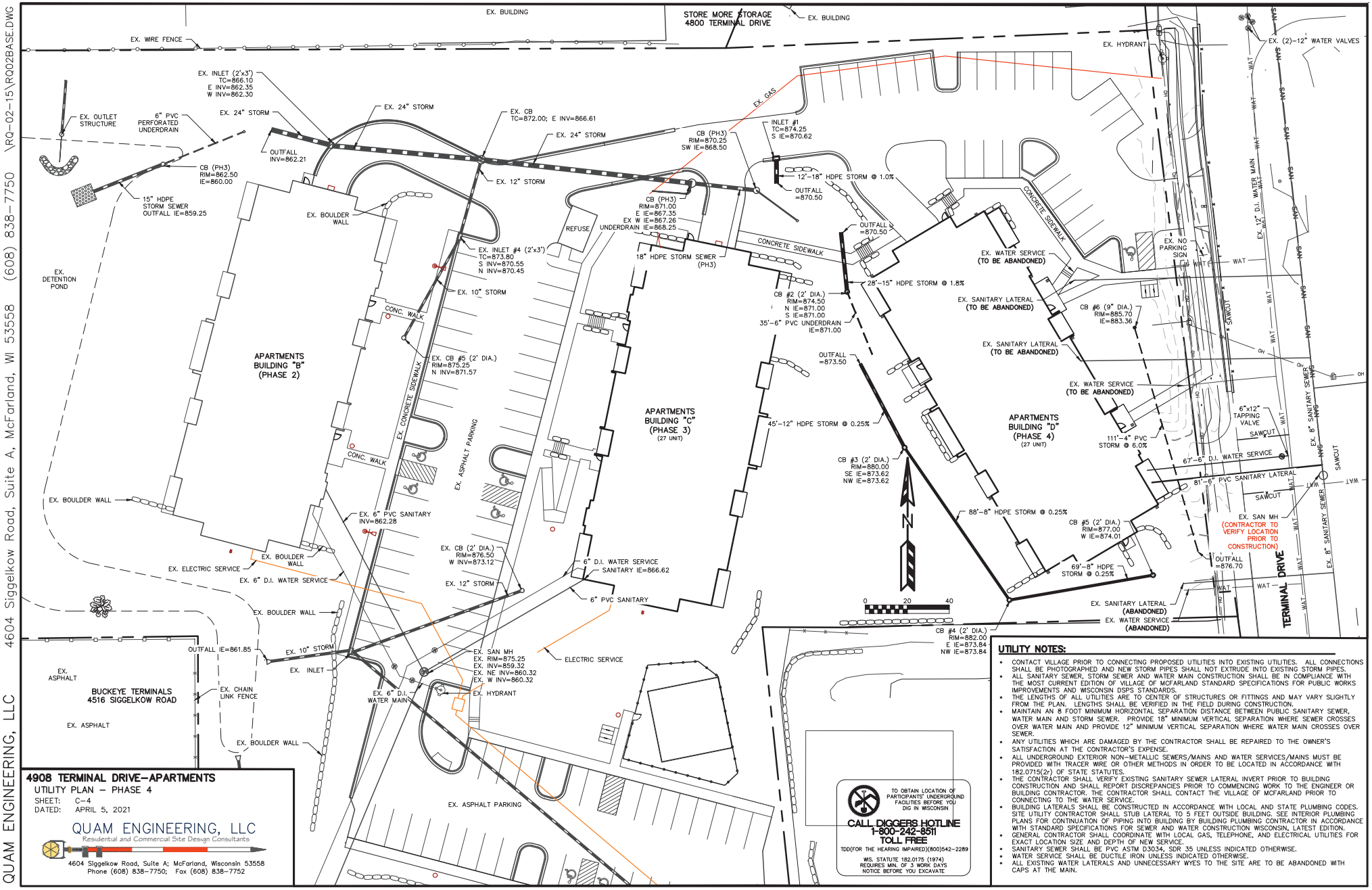
– INSTALL FLEXSTORM CATCH–IT INLET PROTECTION.

– INSTALL WISDOT CLASS 1 TYPE B EROSION MATTING.

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
TDD(FOR THE HEARING IMPAIRED)(800)542–2289
WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

SILT SOCK DETAIL

SILT FENCE CONSTRUCTION (SHEET FLOW)



4908 TERMINAL DRIVE–APARTMENTS

UTILITY PLAN – PHASE 4

SHEET: C–4

DATED: APRIL 5, 2021

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants

4604 Siggelkow Road, Suite A; McFarland, Wisconsin 53558
Phone (608) 838–7750; Fax (608) 838–7752

UTILITY NOTES:

- CONTACT VILLAGE PRIOR TO CONNECTING PROPOSED UTILITIES INTO EXISTING UTILITIES. ALL CONNECTIONS SHALL BE PHOTOGRAPHED AND NEW STORM PIPES SHALL NOT EXTRUDE INTO EXISTING STORM PIPES.
- ALL SANITARY SEWER, STORM SEWER AND WATER MAIN CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE MOST CURRENT EDITION OF VILLAGE OF MCFARLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS AND WISCONSIN DSPS STANDARDS.
- THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
- MAINTAIN AN 8 FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE SEWER CROSSES OVER WATER MAIN AND PROVIDE 12" MINIMUM VERTICAL SEPARATION WHERE WATER MAIN CROSSES OVER SEWER.
- ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
- ALL UNDERGROUND EXTERIOR NON–METALLIC SEWERS/MAINS AND WATER SERVICES/MAINS MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORDANCE WITH 182.0715(2r) OF STATE STATUTES.
- THE CONTRACTOR SHALL VERIFY EXISTING SANITARY SEWER LATERAL INVERT PRIOR TO BUILDING CONSTRUCTION AND SHALL REPORT DISCREPANCIES PRIOR TO COMMENCING WORK TO THE ENGINEER OR BUILDING CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF MCFARLAND PRIOR TO CONNECTING TO THE WATER SERVICE.
- BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES. SITE UTILITY CONTRACTOR SHALL STUB LATERAL TO 5 FEET OUTSIDE BUILDING. SEE INTERIOR PLUMBING PLANS FOR CONTINUATION OF PIPING INTO BUILDING BY BUILDING PLUMBING CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION WISCONSIN, LATEST EDITION.
- GENERAL CONTRACTOR SHALL COORDINATE WITH LOCAL GAS, TELEPHONE, AND ELECTRICAL UTILITIES FOR EXACT LOCATION SIZE AND DEPTH OF NEW SERVICE.
- SANITARY SEWER SHALL BE PVC ASTM D3034, SDR 35 UNLESS INDICATED OTHERWISE.
- WATER SERVICE SHALL BE DUCTILE IRON UNLESS INDICATED OTHERWISE.
- ALL EXISTING WATER LATERALS AND UNNECESSARY WYES TO THE SITE ARE TO BE ABANDONED WITH CAPS AT THE MAIN.

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838–7750 \RQ-02-15\RQ02BASE.DWG

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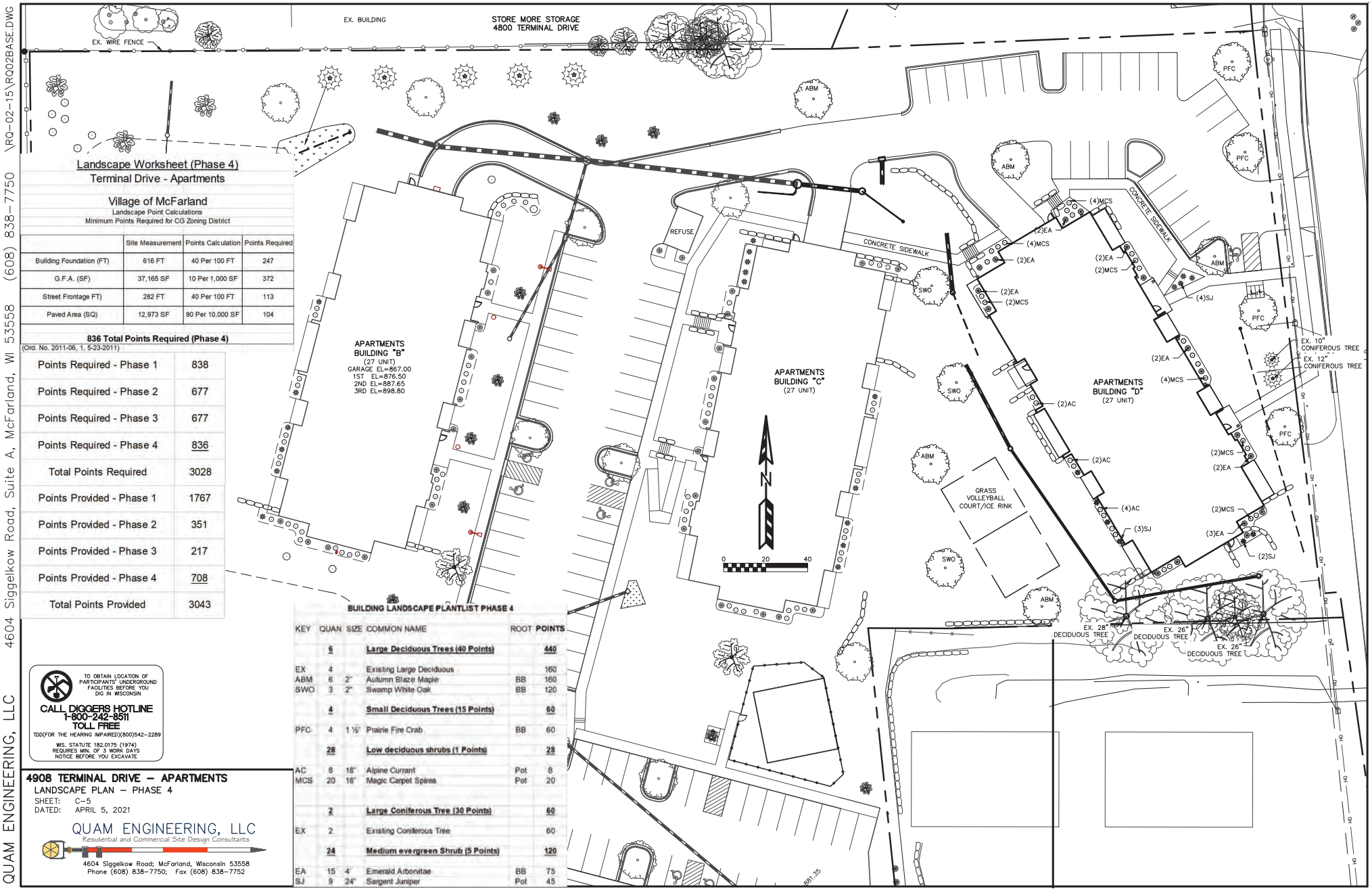

Landscape Worksheet (Phase 4)

Terminal Drive - Apartments

Village of McFarland

Landscape Point Calculations

Minimum Points Required for CG Zoning District

	Site Measurement	Points Calculation	Points Required
Building Foundation (FT)	616 FT	40 Per 100 FT	247
G.F.A. (SF)	37,165 SF	10 Per 1,000 SF	372
Street Frontage FT)	282 FT	40 Per 100 FT	113
Paved Area (SQ)	12,973 SF	80 Per 10,000 SF	104
836 Total Points Required (Phase 4)			

(Ord. No. 2011-06, 1, 5-23-2011)

Points Required - Phase 1	838
Points Required - Phase 2	677
Points Required - Phase 3	677
Points Required - Phase 4	836
Total Points Required	3028
Points Provided - Phase 1	1767
Points Provided - Phase 2	351
Points Provided - Phase 3	217
Points Provided - Phase 4	708
Total Points Provided	3043

BUILDING LANDSCAPE PLANTLIST PHASE 4

KEY	QUAN	SIZE	COMMON NAME	ROOT	POINTS
	6		Large Deciduous Trees (40 Points)		440
EX	4		Existing Large Deciduous		160
ABM	6	2"	Autumn Blaze Maple	BB	160
SWO	3	2"	Swamp White Oak	BB	120
	4		Small Deciduous Trees (15 Points)		60
PFC	4	1 ½"	Prairie Fire Crab	BB	60
	28		Low deciduous shrubs (1 Points)		28
AC	8	18"	Alpine Currant	Pot	8
MCS	20	18"	Magic Carpet Spirea	Pot	20
	2		Large Coniferous Tree (30 Points)		60
EX	2		Existing Coniferous Tree		60
	24		Medium evergreen Shrub (5 Points)		120
EA	15	4'	Emerald Arborvitae	BB	75
SJ	9	24"	Sargent Juniper	Pot	45

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
TDD(FOR THE HEARING IMPAIRED)(800)542-2289

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

4908 TERMINAL DRIVE – APARTMENTS

LANDSCAPE PLAN – PHASE 4

SHEET: C-5

DATED: APRIL 5, 2021

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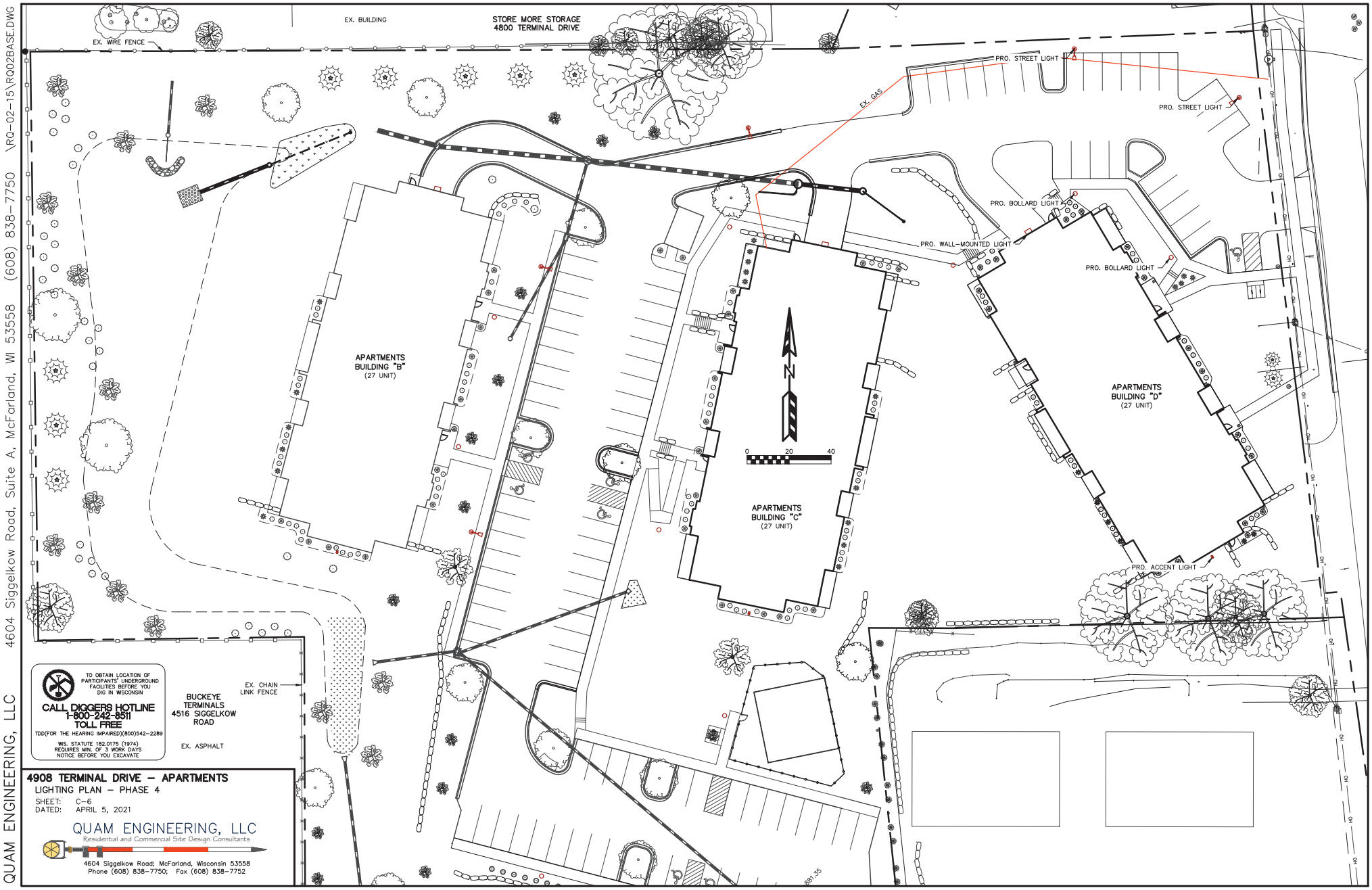
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EX. WIRE FENCE
EX. BUILDING
STORE MORE STORAGE
4800 TERMINAL DRIVE
EX. GAS
PRO. STREET LIGHT
PRO. STREET LIGHT
PRO. BOLLARD LIGHT
PRO. WALL-MOUNTED LIGHT
PRO. BOLLARD LIGHT
PRO. ACCENT LIGHT
APARTMENTS
BUILDING "B"
(27 UNIT)
APARTMENTS
BUILDING "C"
(27 UNIT)
APARTMENTS
BUILDING "D"
(27 UNIT)
N
0 20 40
EX. CHAIN
LINK FENCE
BUCKEYE
TERMINALS
4516 SIGGELKOW
ROAD
EX. ASPHALT
TO OBTAIN LOCATION OF
PARTICIPANTS' UNDERGROUND
FACILITIES BEFORE YOU
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WIS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE
4908 TERMINAL DRIVE – APARTMENTS
LIGHTING PLAN – PHASE 4
SHEET: C-6
DATED: APRIL 5, 2021
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Phone (608) 838-7750; Fax (608) 838-7752

Sheet A-1 Rendering

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Q:\Projects\ROQ-16\Waubesa Village Phase 4 Cad Drawings\Waubesa Village Phase IV - Revit 2019 - Sheet - A2-2 - EXTERIOR ELEVATIONS.dwg

2 SOUTH ELEVATION

1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

1 EAST ELEVATION

1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

EXTERIOR ELEVATIONS GENERAL NOTES AND LEGEND

LEGEND

FCS-1	FIBER CEMENT SIDING	SW 6102 - PORTABELLO
FCS-2	FIBER CEMENT SIDING	SW 2803 - TERRA COTTA
FCP	FIBER CEMENT PANELS	JH - IRON GRAY
TRIM	VERTICAL REVEAL TRIM	TAMILYN - PAINTED TO MATCH SIDING COLOR TO MATCH SOFFIT AND FASCIA 1X4 @ WINDOWS, TYP. 1X10 @ BAND BOARD 1X12 @ FRIEZE BOARD
FCT	FIBER CEMENT TRIM	
STN	STONE VENEER	CYPRESS DRY STACK DUTCH QUALITY STONE WATER TABLE SILL - COLOR "BROWN" DUTCH QUALITY STONE PROVIDE SILL @ WINDOW BASE, HEAD AND TOP OF STONE
CMU	SPLIT-FACE CMU	COUNTY MATERIALS 01-034A CLIFF GRAY
PCS	PRE CAST SILL	
PCL	PRE CAST LINTEL	
PMF	PREFINISHED METAL FASCIA - MUSKET (ROLLEX)	
MR	METAL RAILING SYSTEM	

GENERAL NOTES

A. NOT ALL MASONRY PENETRATIONS SHOWN, COORDINATE WITH MEP CONTRACTORS.

B. REFER TO WINDOW TYPE SHEET A6.2 FOR ALL WINDOW INFORMATION.

C. CONTROL JOINTS CONTINUOUS FROM TOP OF FOUNDATION TO TOP OF WALL.

4908 TERMINAL DRIVE MULTIFAMILY
EXTERIOR ELEVATIONS
SHEET: A2.1
DATED: MAY 10, 2021

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4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

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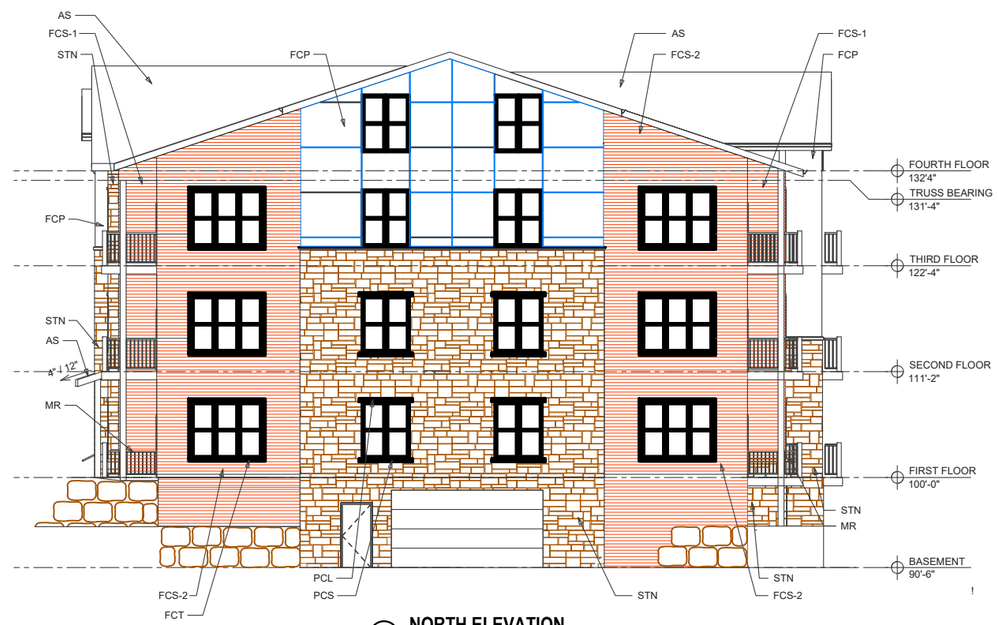

1 **NORTH ELEVATION**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

2 **WEST ELEVATION**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

EXTERIOR ELEVATIONS GENERAL NOTES AND LEGEND

LEGEND

FCS-1	FIBER CEMENT SIDING	SW 6102 - PORTABELLO
FCS-2	FIBER CEMENT SIDING	SW 2803 - TERRA COTTA
FCP	FIBER CEMENT PANELS	JH - IRON GRAY
TRIM	VERTICAL REVEAL TRIM	TAMILYN - PAINTED TO MATCH SIDING COLOR TO MATCH SOFFIT AND FASCIA
FCT	FIBER CEMENT TRIM	1X4 @ WINDOWS, TYP. 1X10 @ BAND BOARD 1X12 @ FRIEZE BOARD
STN	STONE VENEER	CYPRESS DRY STACK DUTCH QUALITY STONE WATER TABLE SILL - COLOR "BROWN" DUTCH QUALITY STONE PROVIDE SILL @ WINDOW BASE, HEAD AND TOP OF STONE
CMU	SPLIT-FACE CMU	COUNTY MATERIALS 01-034A CLIFF GRAY
PCS	PRE CAST SILL	
PCL	PRE CAST LINTEL	
PMF	PREFINISHED METAL FASCIA - MUSKET (ROLLEX)	
MR	METAL RAILING SYSTEM	

GENERAL NOTES

A. NOT ALL MASONRY PENETRATIONS SHOWN, COORDINATE WITH MEP CONTRACTORS.

B. REFER TO WINDOW TYPE SHEET A6.2 FOR ALL WINDOW INFORMATION.

C. CONTROL JOINTS CONTINUOUS FROM TOP OF FOUNDATION TO TOP OF WALL.

4908 TERMINAL DRIVE MULTIFAMILY
EXTERIOR ELEVATIONS
SHEET: A2.2
DATED: MAY 10, 2021

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4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

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FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.

E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ ELECTRICAL.

F. GENERAL CONTRACTOR TO INSTALL FOAM FILLER AT ALL MASONRY WALL CONTROL/EXPANSION JOINTS AND SEAL BOTH SIDES (WALL REINFORCING TO DISCONTINUE AT JOINTS).

G. GENERAL CONTRACTOR TO PROVIDE WOOD BLOCKING BETWEEN WOOD/METAL STUDS AS REQUIRED FOR CASEWORK/HANDRAIL/TOILET ACCESSORIES ETC. MOUNTING.

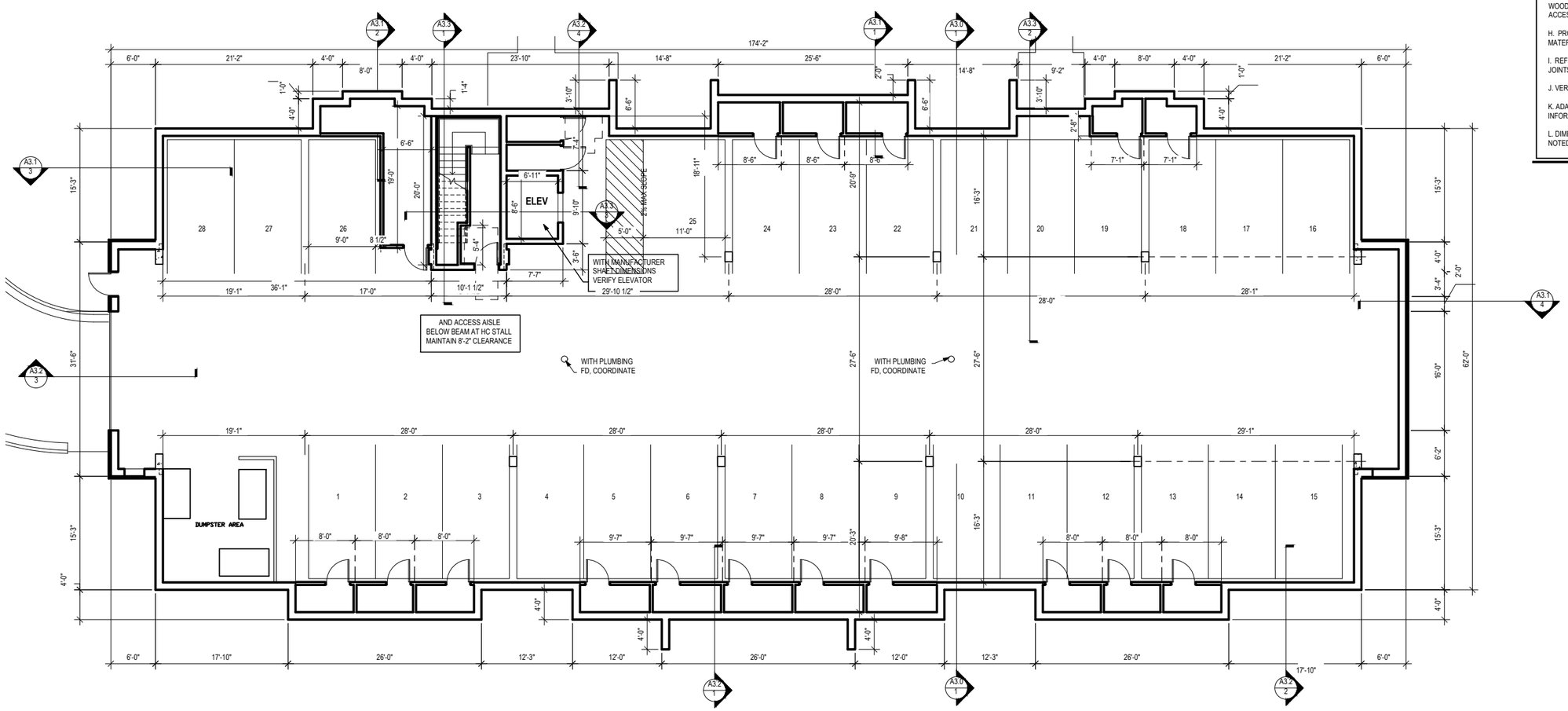
H. PROVIDE VINYL CARPET EDGE AT ALL CARPET TO DISSIMILAR FLOOR MATERIALS UNLESS NOTED OTHERWISE (U.N.O.).

I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.

J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.

K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.

L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.



1 **BASEMENT PLAN**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

WAUBESA VILLAGE – PHASE IV
BASEMENT FLOOR PLAN
SHEET: A1.0
DATED: MAY 13, 2021

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Q:\Projects\ROG2.16\Waubesa Village Phase 4 Cad Drawings\Waubesa Village Phase IV - Revit 2019 - Sheet - A1.1 - FIRST FLOOR PLAN.dwg

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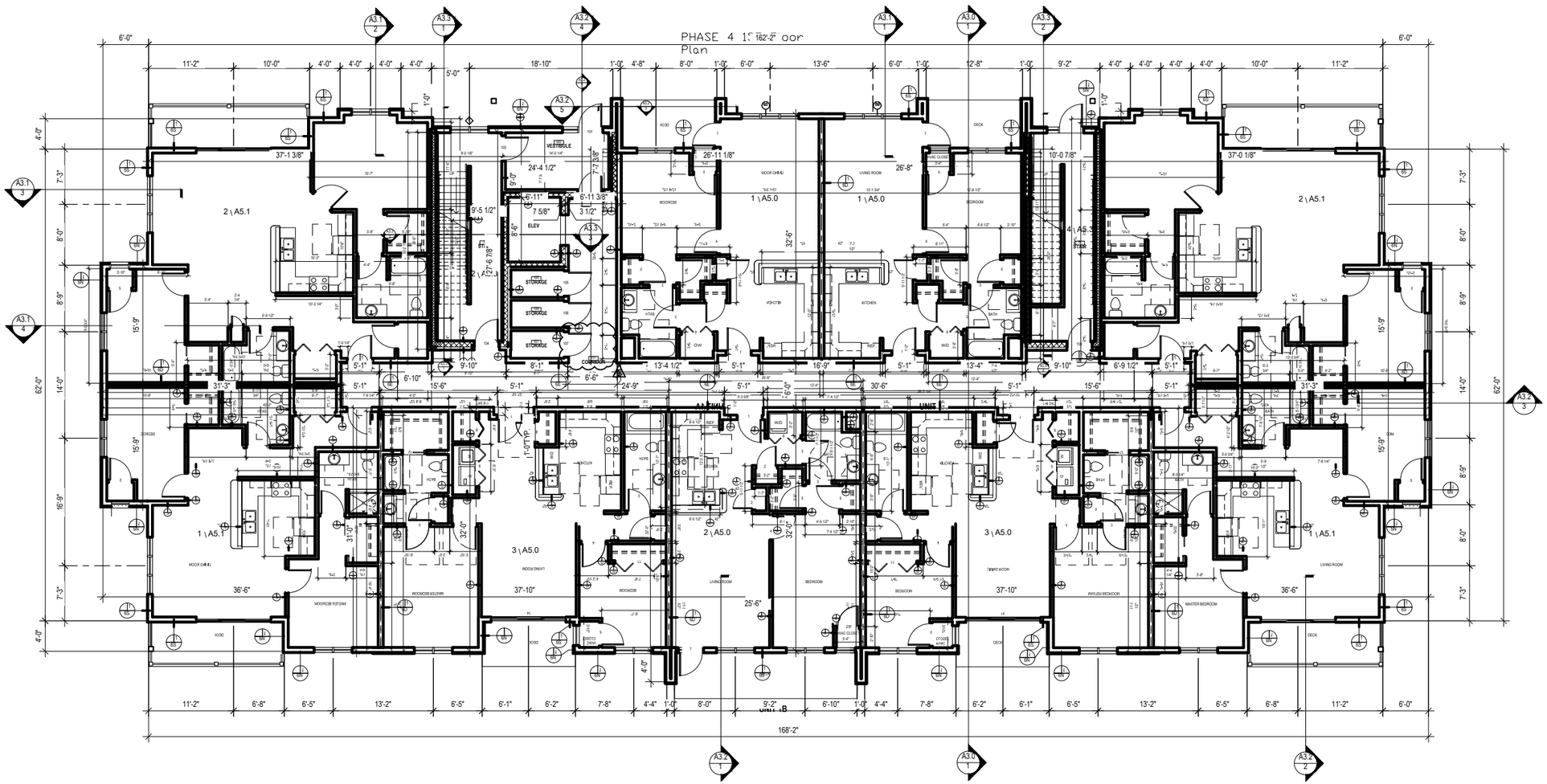

1 **FIRST FLOOR PLAN**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

0' 2' 4' 8'

FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.

E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ ELECTRICAL.

F. GENERAL CONTRACTOR TO INSTALL FOAM FILLER AT ALL MASONRY WALL CONTROL/EXPANSION JOINTS AND SEAL BOTH SIDES (WALL REINFORCING TO DISCONTINUE AT JOINTS).

G. GENERAL CONTRACTOR TO PROVIDE WOOD BLOCKING BETWEEN WOOD/METAL STUDS AS REQUIRED FOR CASEWORK/HANDRAIL/TOILET ACCESSORIES ETC. MOUNTING.

H. PROVIDE VINYL CARPET EDGE AT ALL CARPET TO DISSIMILAR FLOOR MATERIALS UNLESS NOTED OTHERWISE (U.N.O.).

I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.

J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.

K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.

L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

4908 TERMINAL DRIVE MULTIFAMILY
FIRST FLOOR PLAN
SHEET: A4.0
DATED: MAY 10, 2021

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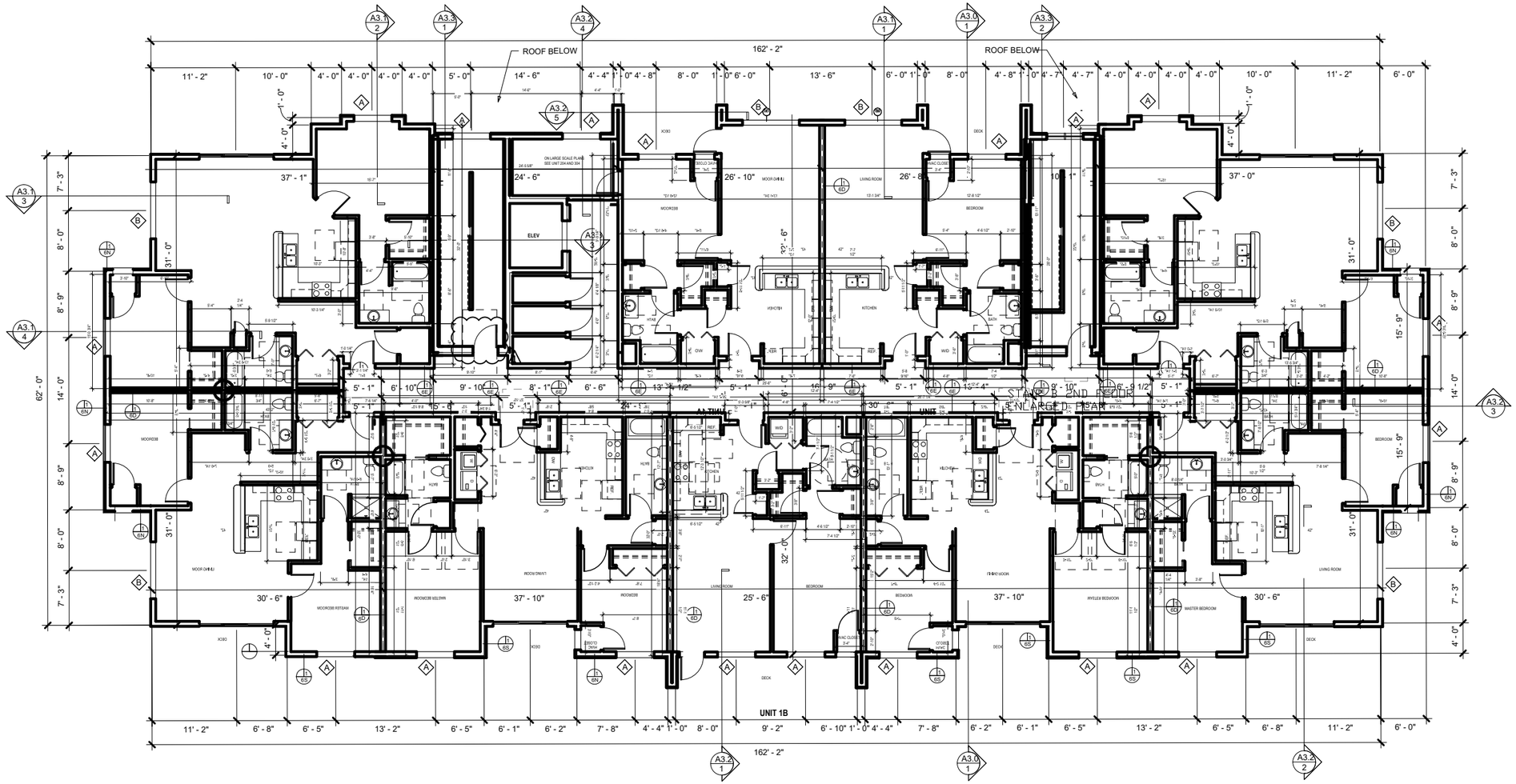

1 **SECOND FLOOR PLAN**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

0' 2' 4' 8'

FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

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I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.

J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.

K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.

L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

4908 TERMINAL DRIVE MULTIFAMILY
SECOND FLOOR PLAN
SHEET: A5.0
DATED: MAY 10, 2021

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FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

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I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.

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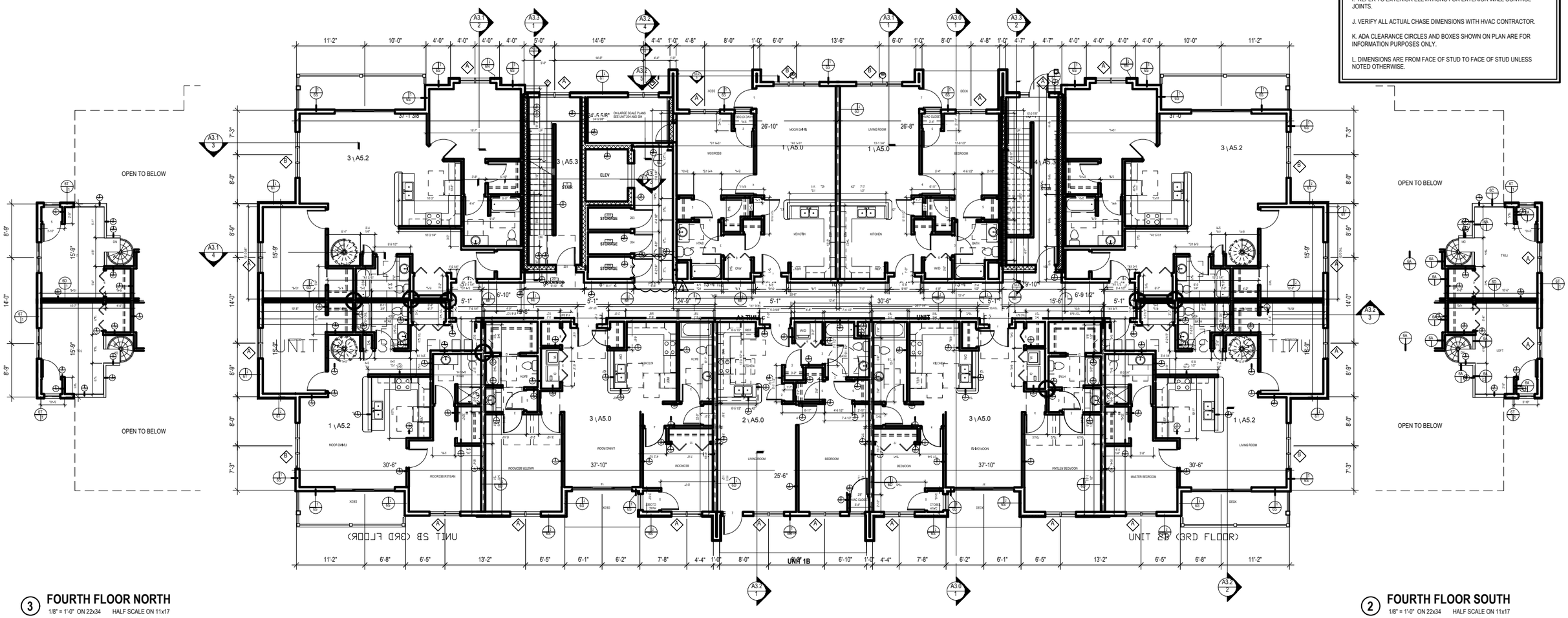

3 **FOURTH FLOOR NORTH**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

2 **FOURTH FLOOR SOUTH**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

1 **THIRD FLOOR PLAN**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

0' 2' 4' 8'

4908 TERMINAL DRIVE MULTIFAMILY
THIRD FLOOR PLAN
SHEET: A6.0
DATED: MAY 10, 2021

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Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7751

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL

1. PURPOSE

The attached policies, and associated application, have been adopted by the Village of McFarland for the purpose of guiding decisions related to requests for development incentives within Village tax increment financing (TIF) districts.

2. DISCLAIMER

The authority to make decisions regarding the use of TIF funds is vested solely in the Village Board of the Village of McFarland. This policy manual and associated application have been prepared by the Village to provide both Village Officials and applicants a consistent process and set of criteria for reviewing requests for TIF assistance. The actual amount of TIF assistance provided to a project will be determined at the discretion of the Village Board on the basis of need, risk, project characteristics, applicant qualifications and the degree to which the project meets the public objectives of the Village described in Section 3 General Objectives and Section 6 Evaluation Criteria. The Village Board reserves the right to amend or adjust these policies, and recommend any project the Village Board deems to be in the best interests of the Village of McFarland.

The Village Board also reserves the right to reject any and all applications, even those which satisfy all of the attached criteria for the use of TIF for any reason whatsoever, without regard for the viability of the project. The Village will provide the applicant with reasons for rejecting the application. Examples why a project may be rejected include but are not limited to: the Village's own capacity to fund the project, the scale of the project is too small, the project results in minimal public benefits, failure to meet one or more evaluation criteria, other existing Village, County or State funding programs are available for the proposed project, the project results in a tax exempt property, etc.

3. GENERAL OBJECTIVES FOR THE USE OF TAX INCREMENT FINANCING – DEVELOPMENT INCENTIVES

The overall objective of the program is to stimulate redevelopment of commercial, industrial, multi-family (4+ units) residential, and mixed-use properties within the boundaries of Village TIF districts. While TIF is an important and useful economic development tool, it is essential that it be used appropriately to accomplish the Village's economic development goals and objectives. A fundamental principle of tax increment financing is that it is designed to encourage development that would not otherwise occur, or would only occur to a lesser extent, "but for" the assistance provided through tax increment financing. It is the policy of the Village Board to consider the judicious use of TIF incentives for those projects that demonstrate a substantial and significant public benefit by:

- ✓ Eliminating blight, unhealthy, or unsafe conditions
- ✓ Strengthening the employment and economic base of the Village
- ✓ Increasing property values and tax revenues
- ✓ Fostering rehabilitation and conservation activities
- ✓ Installing, constructing, or reconstructing community amenities or utilities
- ✓ Implementing plans and development strategies adopted by the Village
- ✓ Implementing high-quality site and building designs and materials

4. ELIGIBLE COSTS

Allowable uses of TIF development incentives include, but are not limited to:

- ✓ Land acquisition and surveying
- ✓ Construction costs of new building and utility improvements (interior or exterior)
- ✓ Environmental audits or remediation
- ✓ Demolition of buildings and site grading to bring sites to shovel ready status
- ✓ Rehabilitation of existing structures and utilities (interior or exterior)
- ✓ Site improvements (parking, landscaping, lighting, stormwater, signage, etc.)
- ✓ Planning, legal, engineering, architectural, financing, permit costs and reasonable developer fees

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5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

Applications for TIF assistance require the applicant to indicate the type of financing method they are requesting from the Village from the list of options below. The list is ordered sequentially based on the Village's preferred methods of providing TIF assistance. Applicants seeking more advantageous financing terms (e.g. Tax Increment Loan at Project Start) should be aware that the Village reserves the right to both specify which form of financing the Village will offer based on the merits of the project AND to lower the amount of TIF assistance (i.e. as the Village incurs more risk the Village reserves the right to reduce the amount of assistance below the amount requested). The Village may also consider the use of a combination of financing methods.

- Pay-As-You-Go (Developer Financed Loan): Under a pay-as-you-go incentive the applicant finances the upfront costs related to the construction project and the Village agrees to make an annual payment back to the applicant starting with the first year the Village receives taxes from the improved property (i.e. two years after project completion). The terms of the annual payment are subject to the development agreement negotiated and signed by both parties. The terms are typically represented as a percentage of the annual tax increment collected over a set period of years (e.g. 90% of the actual tax increment collect over 10 years or until the total requested financing amount has been reached).

- Traditional Loan. The Village may provide financing in the form of a loan at project start (e.g. after completion of the development agreement and within 60 days of receiving all necessary building permits). The terms of the loan (i.e. interest rate, amortization schedule, collateral) will be negotiated as part of the development agreement. The Village may also consider the use of no-interest loans or loans with forgivable payments (e.g. waiving a final payment) to provide an additional incentive to the applicant based on the merits of the proposed project. The use of future tax increments generated from the project to pay back the loan from the Village is not applicable. Examples of this type of financing are usually part of a community façade improvement revolving loan program.

- Tax Increment Loan at Occupancy. The Village may provide financing in the form of a loan at occupancy. Under this form of financing the Village provides a cash payment at the time (e.g. within 60 days) the proposed applicant completes the project (i.e. receives a building occupancy permit from the Village). The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping has been installed on the property in accordance with approved site plans. The loan is paid back through future tax increments generated from the project.

- Tax Increment Loan at Project Start. The Village may provide financing in the form of a loan at the start of a project. Under this form of financing the Village provides a cash payment at the time the project starts (e.g. after completion of the development agreement and within 60 days of receiving all necessary building permits). The Village reserves the right to stagger payments to the applicant from the time of obtaining building permits to the time of receiving a building occupancy permit based on meeting predetermined construction milestones. The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping has been installed on the property in accordance with approved site plans. The loan is paid back through future tax increments generated from the project.

Applicants are advised that the Village will require certain financial and project completion guarantees. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instruments. In addition, the Village reserves the right to require an applicant to provide copies of paid invoices demonstrating actual costs incurred and to adjust accordingly any assistance provided by the Village in proportion to the ratio of estimated to actual project costs. **All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement**.

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6. EVALUATION CRITERIA – DEVELOPMENT INCENTIVE QUALIFICATIONS

The following criteria and qualifications will be used by the Village to evaluate requests for development incentives. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

- Location Criteria: The proposed project must be within the boundaries of a Village TIF district at the time of approval of a development agreement.
- Ownership Criteria: The applicant must be the owner of the property or have a written agreed option to purchase the property from the current owner at the time of approval of a development agreement. Proof of property ownership will be required prior to receiving financial assistance from the Village.

Applicant as an Accepted Offer for 4908. Offer for 4902 to be part of Development Agreement

- "But For" Criteria: The applicant must demonstrate to the Village's satisfaction that "but for" the TIF assistance, the project is not feasible on the proposed site, or would occur to a lesser extent, and that the public benefits described in Section 3 General Objectives would not be achieved.

Market rate apartments, current high housing demand/prior lease-up experience, and higher estimated return on investment suggest TIF incentive could be reduced while still making the project feasible.

- Financial Capability Criteria: Each TIF application must include evidence that the applicant possesses the financial ability to complete and operate the project and will be liable for, or contribute equity of at least 15% of the total cost of the project. Proof of equity and private commercial lending commitment will be required prior to receiving financial assistance from the Village.

Applicant proposes 13.3% equity, or $653,000. Would need to increase to $736,500 to meet 15%. Difference of $83,500.

- Maximum Assistance Criteria[1]: The total amount of TIF assistance in support of a project is based on the form of incentives requested as described below and the overall value of the project to the community. For applicants requesting a combination of financing (e.g. pay-go and tax increment loan at occupancy) the maximum amount of assistance shall not exceed 30% of the estimated total project costs, with the final percentage within each form of financing determined by the Village Board. The Village at its discretion may include in the total percentage of project costs other costs incurred by the Village in support of bringing the subject property to shovel ready status (e.g. prior land acquisition costs, environmental remediation costs, public works costs, etc.).
  - For Pay-As-You-Go (Developer Financed) Agreements the maximum amount of assistance is capped at 30% of the estimated total project costs.
  - For Traditional Loan Agreements the maximum amount of assistance is capped at 20% of the estimated total project costs.
  - For Tax Increment Loan at Occupancy Agreements the maximum amount of assistance is capped at 20% of the estimated total project costs.

Applicant proposes 13.3% equity, 6.8% TID contribution, and 79.9% commercial loan.

  - For Tax Increment Loan at Project Start Agreements the maximum amount of assistance is capped at 10% of the estimated total project costs.

- Payback Period Criteria[1]: All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the Village (including applicable interest expenses) in support of the project according to the following terms:
  - For Pay-As-You-Go (Developer Financed) Agreements. Payments to the Developer shall commence with the first year in which the Village receives tax increment from the completed project and continue no longer then the year in which the applicable TID terminates, or until the maximum amount of assistance is reached, whichever comes first. In addition, the annual amount of tax increment applied toward retirement of the developer loan shall not exceed 90% of the actual annual amount of tax increment collected from the project, unless a higher percentage is granted by the Village Board.

[1] At the Village's discretion, the maximum amount of assistance and/or the payback period criteria may be modified for projects that demonstrate substantial merit (e.g. completion of LEED Certified Buildings, projects which lead to at least 50% of all jobs created with annual salaries (not including benefits) at or exceeding the median household income for the Village as reported by the U.S. Census, etc.).

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Payback is six years, which meets first part of criteria. Due to TID closing in 2027 five years of increment can be collected (~ $266,338 total); therefore, the project would net $6,338 to the TID; however, this is exclusive of prior costs for acquisition and clean-up of 4902 Terminal Drive. Including prior net costs, $67,938, the requested $260K TIF Loan, would net increment to the TID of -$61,601. To cash flow the project prior to TID closure the TIF Loan request would need to be reduced to $198,399.

- For Traditional Loan Agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the applicable TID terminates. Interest shall be charged based on current general obligation loan interest rates from the Wisconsin Board of Commissioners of Public Lands, for the applicable loan term, at the time of Village disbursement of funds, plus 0.15%.
- For Tax Increment Loan at Occupancy Agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the applicable TID terminates.
- For Tax Increment Loan at Project Start Agreements. Within 7 years starting with the year the loan is obtained and no longer then the year in which the applicable TID Expenditure Period ends.

Financial/Project Assurances Criteria: The applicant must agree to provide financial and project completion guarantees to the Village. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument.

Applicant proposing $3,800,000 assessment guarantee, 77% of total project costs, 84% of total land value + building + site costs, and 95% of building + site costs (hard costs). The $3.8M Assessment Guarantee is also the same as prior projects for Waubesa Village Phase 2 & 3.

Technical & Operational Capability Criteria: The applicant must provide evidence satisfactory to the Village that the applicant possesses the technical ability to complete the project or has obtained construction cost estimates from professional businesses capable of performing the work. Applicants must demonstrate that they have the ability to operate the proposed use. The Village may require applicants to submit copies of contracts with design professionals and construction contractor prior to receiving financial assistance from the Village.

Quam Eng, Riegert Gen. Contractor. Prior experience with similar projects in the Village.

Insurance Criteria: Applicants shall furnish to the Village certificates of insurance for all insurance policies required under the development agreement prior to receiving financial assistance from the Village.

To be included in Development Agreement.

Adherence to Local Land Use Plans Criteria: The project is consistent with the Village of McFarland Comprehensive Land Use Plan, Village Building or Zoning Ordinances, or any other applicable plans and ordinances adopted by the Village which includes the subject property.

Assuming approval of General and Detailed PUD application by PC/VB and CSM by PC. Use and zoning generally consistent with Comprehensive Plan and Terminal & Triangle District Plan and Site Design Guidelines.

Adherence to TIF Project Plan Criteria: All requests for TIF assistance must clearly comply with the requirements of the Wisconsin TIF Statutes and the Village's adopted TID Project Plan applicable to the subject property.

Creation of Tax Increment Criteria: The project will not result in a tax exempt property, aside from any remnant portions of a parcel which are specifically dedicated to the Village for public use. Applicants will be required to return any TIF assistance provided to the Village if during the terms of the development agreement the property becomes exempt from property taxes.

Applicant in Good Standing Criteria: The applicant does not have a history of delinquent property tax payments or own any property within the Village with known zoning or building code violations.

Applicant has been meeting development agreement requirements for Waubesa Village. Some prior issues related to meeting development agreement for Ezra Properties Phase 1. Remaining TIF payment on hold pending compliance with terms of development agreement.

Absence of Conflict of Interest Criteria: The applicant is not a member of the Village Board or a Village Committee, or any other official, employee, or agent of the Village who is authorized to exercise policy decision-making functions or responsibilities in connection with the application.

Application Criteria: A completed application, fee, and escrow have been filed with the Village Community Development Director.

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Village of McFarland **TID #3** **Waubesa Village - Phase 4**

A IMPROV. DURING YEAR	B BEGINNING OF YEAR VALUE	C EST. GROWTH IN VALUE FROM NEW DEVELOP.[1]	D CUMULATIVE VALUE	E INFLATION INCREMENT[2]	F END OF YEAR VALUE	G TAX INCREMENT VALUE	H TAX VALUE YEAR	I TAX RATE[3] $1,000	J TAX INCREMENT COLLECTED	K COLLECTION YEAR	L TIF PAYMENT TO WV[4]	M ANNUAL CASH FLOW TO THE TID	N CUMULATIVE PRJ FUND BALANCE[5]	O PAYMENT YEAR
2019	$214,500	$0	$214,500	$0	$214,500	$0	2020	$19.45	$0	2021	$0	$0	($67,938)	2021
2020	$214,500	$0	$214,500	$0	$214,500	$0	2021	$19.45	$0	2022	$260,000	($260,000)	($327,938)	2022
2021	$233,300	$950,000	$1,183,300	$0	$1,183,300	$645,300	2022	$19.45	$12,551	2023	$0	$12,551	($315,387)	2023
2022	$1,183,300	$2,616,700	$3,800,000	$0	$3,800,000	$3,262,000	2023	$19.45	$63,447	2024	$0	$63,447	($251,940)	2024
2023	$3,800,000	$0	$3,800,000	$0	$3,800,000	$3,262,000	2024	$19.45	$63,447	2025	$0	$63,447	($188,494)	2025
2024	$3,800,000	$0	$3,800,000	$0	$3,800,000	$3,262,000	2025	$19.45	$63,447	2026	$0	$63,447	($125,047)	2026
2025	$3,800,000	$0	$3,800,000	$0	$3,800,000	$3,262,000	2026	$19.45	$63,447	2027	$0	$63,447	($61,601)	2027
	Totals	**$3,566,700**		**$0**					**$266,338**		**$260,000**			

ASSUMPTIONS

1. Assumes $3.8M assessment value from the construction of Phase 4 (same as Phases 2 & 3). 25% Assessment increase 1-1-2022, remaining 75% by 1-1-23
2. No Inflation or deflation of assessment values
3. No changes in tax rate
4. Includes Tax Increment Loan at Occupancy payment of $260,000
5. Includes previous TIF expense to acquire and clean-up 4902 Terminal Drive ($153,787) minus prior rental income ($85,849)

TID DATES

Creation Date: 08-09-2004
Expenditure Period: 08-09-2022
Termination Date: 08-09-2027

Village of McFarland **TID #3** **ADDITIONAL DEVELOPMENT/INCENTIVES CTW & WVP4 + $5.3M IN NEW DEBT SERVICE (draft 5.27.2021)**

L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC
PAYMENT YEAR	CAPITAL EXPENDITURE COSTS[1]	ANNUAL DEBT SERVICE[2]	INTEREST ON ADVANCES	ADMIN & OTHER COSTS[3]	SUBSIDY[4] TO TID #4	SUBSIDY[4] TO TID #5	TOTAL USES TID FUNDS	TAX INCREMENT COLLECTED	DEBT ISSUED / PREMIUM	DEVELOP GAURAN	TRANSFER FROM TID #4	TRANSFER FROM TID #5	OTHER INCOME[4]	INVESTM INCOME[5]	TOTAL SOURCES TID FUNDS	ANNUAL CASH FLOW	TID FUND BALANCE
2004	*$1,964,250*	*$28,100*	*$5,749*	*$30,166*	*$0*	*$0*	*$2,028,265*	*$0*	*$1,535,000*	*$0*	*$0*	*$0*	*$0*	*$0*	*$1,535,000*	*($493,265)*	*($493,265)*
2005	*$627,599*	*$32,359*	*$4,089*	*$42,640*	*$0*	*$0*	*$706,687*	*$0*	*$1,421,545*	*$0*	*$0*	*$0*	*$0*	*$25,513*	*$1,447,058*	*$740,371*	*$247,106*
2006	*$510,890*	*$173,727*	*$7,531*	*$40,350*	*$0*	*$0*	*$732,498*	*$164,170*	*$0*	*$0*	*$0*	*$0*	*$15,896*	*$0*	*$180,066*	*($552,432)*	*($305,326)*
2007	*$162,146*	*$115,091*	*$14,149*	*$36,816*	*$0*	*$0*	*$328,202*	*$331,293*	*$0*	*$0*	*$0*	*$0*	*$19,525*	*$0*	*$350,818*	*$22,616*	*($282,710)*
2008	*$693,101*	*$212,218*	*$6,928*	*$40,363*	*$0*	*$0*	*$952,610*	*$462,568*	*$4,442,234*	*$0*	*$0*	*$0*	*$17,145*	*$420*	*$4,922,367*	*$3,969,757*	*$3,687,047*
2009	*$26,588*	*$3,520,964*	*$0*	*$33,342*	*$0*	*$0*	*$3,580,894*	*$712,470*	*$0*	*$16,346*	*$0*	*$0*	*$14,139*	*$3,534*	*$746,489*	*($2,834,405)*	*$852,642*
2010	*$134,363*	*$533,986*	*$0*	*$56,908*	*$0*	*$0*	*$725,257*	*$829,770*	*$0*	*$28,278*	*$0*	*$0*	*$18,806*	*$596*	*$877,450*	*$152,193*	*$1,004,835*
2011	*$11,095*	*$539,449*	*$0*	*$38,151*	*$0*	*$0*	*$588,695*	*$802,316*	*$0*	*$33,804*	*$0*	*$0*	*$26,373*	*$472*	*$862,965*	*$274,270*	*$1,279,105*
2012	*$143,530*	*$538,311*	*$0*	*$42,670*	*$0*	*$0*	*$724,511*	*$753,774*	*$0*	*$0*	*$0*	*$0*	*$25,098*	*$631*	*$779,503*	*$54,992*	*$1,334,097*
2013	*$239,332*	*$540,376*	*$0*	*$35,609*	*$0*	*$0*	*$815,317*	*$710,116*	*$0*	*$80,104*	*$0*	*$0*	*$26,274*	*$445*	*$816,939*	*$1,622*	*$1,335,719*
2014	*$6,139*	*$485,728*	*$0*	*$44,727*	*$0*	*$0*	*$536,594*	*$704,314*	*$0*	*$94,120*	*$0*	*$0*	*$11,789*	*$416*	*$810,639*	*$274,045*	*$1,609,764*
2015	*$0*	*$487,064*	*$0*	*$44,338*	*$0*	*$0*	*$531,402*	*$778,000*	*$0*	*$90,966*	*$0*	*$0*	*$4,784*	*$802*	*$874,552*	*$343,150*	*$1,952,914*
2016	*$545,584*	*$671,076*	*$0*	*$65,929*	*$843,658*	*$0*	*$2,126,247*	*$767,184*	*$0*	*$119,151*	*$0*	*$0*	*$3,988*	*$9,421*	*$899,744*	*($1,226,503)*	*$726,411*
2017	*$0*	*$66,406*	*$0*	*$52,536*		*$0*	*$118,942*	*$796,300*	*$0*	*$41,432*	*$0*	*$0*	*$5,466*	*$4,818*	*$848,016*	*$729,074*	*$1,455,485*
2018	*$708,800*	*$66,406*	*$0*	*$49,912*	*$245,470*	*$0*	*$1,070,588*	*$821,442*	*$0*	*$0*	*$0*	*$0*	*$5,547*	*$15,418*	*$842,407*	*($228,181)*	*$1,227,304*
2019	*$9,200*	*$326,406*	*$0*	*$41,457*	*$79,213*	*$0*	*$456,276*	*$871,381*	*$0*	*$0*	*$0*	*$0*	*$5,681*	*$32,992*	*$910,054*	*$453,778*	*$1,681,082*
2020	*$813,609*	*$324,056*	*$0*	*$53,611*	*$217,841*	*$350,000*	*$1,759,117*	*$828,009*	*$0*	*$29,953*	*$0*	*$0*	*$52,943*	*$10,154*	*$921,059*	*($838,058)*	*$843,024*
2021	$337,500	$325,894	$0	$67,750	$64,800	$0	$795,944	$930,641	$0	$0	$51,479	$43,750	$47,000	$1,000	$1,073,870	$277,926	$1,120,950
2022	$285,000	$322,000	$0	$67,750	$172,000	$0	$846,750	$950,462	$0	$0	$51,479	$43,750	$47,000	$1,000	$1,093,691	$246,941	$1,367,891
2023	$0	$1,447,457	$0	$67,750	$0	$0	$1,515,207	$1,024,373	$0	$0	$51,479	$43,750	$47,000	$1,000	$1,167,602	($347,605)	$1,020,285
2024	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,062,015	$0	$0	$51,479	$54,688	$47,000	$1,000	$1,216,182	$19,700	$1,039,985
2025	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,124,338	$0	$0	$51,479	$54,688	$47,000	$1,000	$1,278,504	$82,022	$1,122,007
2026	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,124,338	$0	$0	$51,479	$54,688	$47,000	$1,000	$1,278,504	$82,022	$1,204,029
2027	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,124,338	$0	$0	$51,482	$54,688	$47,000	$1,000	$1,278,507	$82,025	$1,286,055
TOTAL	**$7,218,726**	**$15,272,003**	**$38,446**	**$1,223,775**	**$1,622,982**	**$350,000**	**$25,725,932**	**$17,673,611**	**$7,398,779**	**$534,154**	**$360,356**	**$350,000**	**$582,454**	**$112,632**			
2021-2027	*$622,500*	*$6,610,280*	*$0*	*$474,250*	*$236,800*	*$0*	*$7,943,830*	*$7,340,504*	*$0*	*$0*	*$360,356*	*$350,000*	*$329,000*	*$7,000*			

ASSUMPTION

1. Includes Develop Incentives (2021 remaining Ezra 50%, 2022 CTW $25,000, 2022 WVP4 $260K)
2. Includes remaining payment schedule for 2008 GO Bond plus $5.3M in new debt service for Terminal Drive and Triangle Street Reconstruction financed at 2.5% fixed over 5 years
3. Administration Costs remaining years based on 2021 Budget
4. Subsidy to TID #4 for 2021 includes 5817 Milwaukee Demo + 5923 Exchange Street Incentive; 2022 5411 Bashford Street Incentive)
5. Other Income (Exempt Computer Aid, Licenses and Permits, Rent, Misc) remaining years based on 2021 Budget
6. Investment Income (0.1%) and Interest on Advances

TID DATES

Creation Date: 08-09-2004
Expenditure Period: 08-09-2022
Termination Date: 08-09-2027

Actual Values as reported from Village Compiled Financial Statements

VILLAGE OF
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SUMMARY SHEET

MEETING DATE: **Wednesday, June 2, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion regarding a Tax Increment Financing Development Incentives Application from 4313 LLC (CTW Flooring) for 4313 Triangle Street, Tax Increment District #3.**

PREVIOUS ACTION:
2020, Village acquisition of the property.
March 3, 2021 Pre-application meeting with CDA.
March 15, 2021 Pre-application meeting with Plan Commission.

ISSUE SUMMARY:
Joe Burkeland Jr., owner of CTW Abbey Carpet & Floor (4920 Triangle Street), is seeking to acquire 4313 Triangle Street from the Village in order to build a 27,150 SF warehouse with office and rental space to house WISCO Cabinets wholesale sales and support staff, as well as supporting CTW warehousing operations. The WISCO business would relocate from their facility in Waunakee to McFarland. The packet includes a summary letter of interest and preliminary site and building design plans.

Packet Attachments:

- The Applicant's TIF Development Incentives Application. The original request by the Applicant was to provide $400,000 to the TID for acquisition of the property and to then receive $450,000 in a Tax Increment Loan at Occupancy from the TID upon completion of the building, for a total net incentive of $50,000. The Applicant's estimated land acquisition and construction costs are $3,050,000, and the Applicant proposes an Assessment Guarantee of $2,350,000 upon project completion. Given the TID's prior acquisition costs for the property of $475,000, the net investment by the TID for redevelopment of the property is $525,000.
- Rooftop solar pv estimate from SunPeak.
- The Applicant's Plan Commission Application for Site/Design Review. The packet also includes revised site and building designs which the Applicant has submitted to address comments from Village Staff during their review process. Note, this application will be considered for action by the Plan Commission at their June 21, 2021 meeting. The CDA may provide input on the overall building designs as part of consideration of the TIF Development Incentives Application; however, the primary purpose of the CDA meeting is to provide a recommendation on the Development Incentives Application. The focus of this staff report is primarily related to the funding request.

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- C&ED Director's review of the Development Incentives Application to the Village's TIF Development Incentives Policy Manual, including various proformas (refer to Financial/Budget Impact for additional details).
- C&ED Director's TIF proforma for the entire TID, including existing and projected new tax increment, development incentives, existing debt service obligations, and new capital expenditures.

Existing Property Conditions
The property is 1.58 acres in size and zoned M-IC, Manufacturing-Intensive Commercial. The proposed use is for building materials (fully enclosed), wholesale trade, warehousing, and office uses within a 27,150 square foot building. These uses are permitted uses in the M-IC districts, with any outdoor display of materials for rent or sale permitted by conditional use (none are being requested). The building would primarily be occupied by WISCO Cabinets/CTW (21,276 SF), with a proposed 5,385 SF space for a tenant (TBD).

There was a former underground unleaded gasoline storage tank that in the southwest corner of the property that was removed in 1995. This area of the property has residual soil and groundwater contamination. The extent of the contamination in soil and groundwater was investigated, and the site was closed by the WDNR in 2006. However, due to the remaining contamination at the site, continuing obligations include the requirement to properly dispose of petroleum contaminated soil if excavated during redevelopment work on the property and a potential for vapor intrusion for any building constructed over the petroleum contaminated soil or groundwater. In 2020, the Village completed a Phase I Environmental Site Assessment prior to acquisition of the property, which has previously been provided to the Applicant's design team. Parking and drive aisles are allowed in the area of potential residual soil contamination and it is possible that the proposed building would not encounter soil contamination during construction if the building does not require a deeper foundation work.

Tentative Project Schedule
The following outlines a tentative schedule for various permit/project approvals pending CDA/PC/VB review:

- TIF Development Incentives Application (June 2nd CDA recommendation, June 14th or June 28th Village Board action)
- Site/Design Review Application (June 21st Plan Commission meeting)
- Real Estate Acquisition & Development Agreement (August 4th CDA recommendation, August 9th Village Board action)
- Closing on 4313 Triangle Street (August 31st)
- Building Permit (September, 2021)
- Start Construction (September/October, 2021)
- Building Occupancy (Spring 2022)

FINANCIAL/BUDGET IMPACT:

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The Village acquired the property in 2020 at a purchase price of $475,000. The purchase was paid for through existing TID #3 fund revenues. The original request by the Applicant was to provide $400,000 to the TID for acquisition of the property and to then receive $450,000 in a Tax Increment Loan at Occupancy from the TID upon completion of the building, for a total net incentive of $50,000. The Applicant's estimated land acquisition and construction costs are $3,050,000, and the Applicant proposes an Assessment Guarantee of $2,350,000 upon project completion. Given the TID's prior acquisition costs for the property of $475,000, the net investment by the TID for redevelopment of the property is $525,000. The packet includes a TIF proforma for the proposed development based on the request in the Development Incentives Application (Funding Alternative 1).

- Note, at the C&ED Director's request, the applicant has obtained a quote to add roof top solar to enhance the project to make the building more sustainable. The packet includes a cost proposal from SunPeak to install a roof top solar panels that would provide on average 80% of the electric energy consumption of the building. The cost of the system is $106,300, with a net cost after tax credits and rebates of $72,300. This additional cost is in addition to the estimated construction costs in the TIF Application. The Applicant would like the CDA and Village Board to consider additional funding to offset a portion of the net cost of the solar installation. An alternative TIF Development Incentive for consideration by the Applicant, CDA & Village Board is sale of the property for $1 with an additional Tax Increment Loan at Occupancy of $25,000. The TIF Loan incentive to the Applicant under Funding Alternative 2 is $25,000; however, the net impact to the overall project costs for the Applicant is an additional $47,500 in costs with the installation of the solar. The net investment by the TID for redevelopment of the property under Funding Alternative 2, including addition of solar, would be $500,000 ($475,000 original purchase price + $25,000 solar incentive). The packet includes a TIF proforma for the proposed development based on this revised funding request (Funding Alternative 2).

The packet includes the Director's review of the Development Incentives Application (Alternative 1) to the Village's TIF Development Incentives Policy Manual. The following are additional notes to this review:

- Financial Capability Criteria. Applicant proposes 14.75% equity or $450,000. Would need to increase to $457,500 to meet 15% criteria, or a reduction in TIF Loan from $450,000 to $442,500. Under Alternative 2, Applicant would be responsible for additional $47,500 in project costs.
- Payback Criteria. As proposed, the payback period is 14 years, assuming the TID could stay open that long. Due to TID closing in 2027 only five years of increment can be collected (~$171,165); therefore, the total TID investment in the property would have a negative cashflow of $353,835, to be absorbed by other revenue generated from the TID. To meet the target (spirit) of providing no more than 12 years of tax increment collection, the TIF Loan would need to be reduced to $390, 276. To cash flow the project prior to the TID closure, including past acquisition costs, the TIF Loan would need to be reduced to $96,165. These figures assume no interest is charged on the TIF

Loan.

For informational purposes the packet also includes a proforma for TID #3 which considers the outstanding debt obligation of the TID ($966,619), new debt for reconstruction of Terminal Drive and a bike path on Triangle Street (~$5.6M), remaining development incentive for Ezra Property ($337,500), new development incentives for Waubesa Village Phase 4 ($260,000), new development incentives for CTW ($25,000), general administrative costs, and advances to TID #4 for demolition of 5817 Milwaukee Street, McFarland House Cafe, and 5411 Bashford (total of $236,800). This proforma also includes the additional tax increment revenue projections from Waubesa Village Phases 3, & 4, and CTW, along with repayment schedules for prior TID #4 and TID #5 advances.

VILLAGE PLAN REFERENCE:

4313 Triangle Street is located within the following adopted Village plans available for review on the Community & Economic Development website:

- TIF District #3 (adopted 2004).
- Terminal and Triangle District Plan (adopted 2005), specifically the Triangle/Meinders Subdistrict. Preferred land uses include light industrial, office, and contractor shops/services. Appendix B of the plan includes a Summary of Site and Building Design Standards.
- Redevelopment District No. 1 (adopted 2010), specifically within the Triangle/Meinders Subdistrict. This plan identifies the property as meeting the statutory definition of "blight" and proposes future redevelopment for commercial or light industrial uses.
- Comprehensive Plan (adopted 2017). This plan identifies the property for future industrial development including warehousing, distribution, office, and storage uses. The project also supports the following plan policies and objectives:
    - Actively promoting infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal and Triangle Drive, Highway 51, Farwell Street, and the downtown area.
    - Proactively work to retain and grow existing businesses.
    - Expand the local tax base and good paying jobs through business park development and redevelopment.

ORDINANCE REFERENCE:

Sec. 62-71 Permitted and Conditional Uses - Commercial Districts
Sec. 62-72 Bulk Standards - Commercial Districts
Sec. 62-73 Terminal and Triangle Design Overlay District
Sec. 62-310 Site Design Review

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. The applicant will provide an overview of their project and TIF request and answer any questions from CDA members. The agenda includes a closed session item under Wis. Stat. 19.85(1)(e) to discuss the TIF Development

Incentives applications prior to reconvening into open session to make a recommendation to the Village Board.

ATTACHMENTS:

1. CTW_TIF Incentives Application_3-24-21
2. 191112.05.01-SunPeak CTW Flooring Preliminary Proposal-20210429
3. 4313 Triangle Street-CTW-Site Design Application-04.06.2021
4. 4313 Triangle Street - CTW-Site Design Application (rev. Set 5-28-2021)
5. 4313 Triangle CTW_TIF Incentives Policy Manual Evaluation_05.27.21
6. 4313 Triangle Street TIF Proforma_5.27.2021_Alt1
7. 4313 Triangle Street TIF Proforma_5.27.2021_Alt2
8. McFarland TID 3 Proforma with New Projects_5.27.2021

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES APPLICATION

Village of McFarland
Wisconsin - United States of America

Application ID: 2021 (Year) - 02 (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 4313 Triangle Street Redevelopment

Applicant: 4313, LLC

Mailing Address: 4920 Triangle Street, McFarland, WI 53558

Primary Contact: Joe Burkeland Telephone: (608)575-9822

Email: Fax:

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation ■ LLC ☐ Partnership ☐ Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? ■ No ☐ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

■ No ☐ Yes, If yes, give the name and relationship of the employee: _____

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Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #
Ryan Quam	Site Engineer/Quam Engineering, LLC	rquam@quamengineering.com	(608)838-7750
Mark McCaulley	General Contractor/Bachmann Construction	markmac@bachmannconstruction.net	(608)575-9822

B. PROPERTY INFORMATION

Parcel(s) Address: 4313 Terminal Drive

Parcel(s) Tax Number: 154/0710-273-9941-1

As the Applicant, are you the current owner of this parcel(s)? ■ No ☐ Yes

If no, current owner is: Village of McFarland

If no, do you have an agreed upon option to purchase the property? ■ No ☐ Yes (provide documentation and note the expiration date here: _____

Total Lot Size: 69,107 square feet

Parcel Contains Existing Buildings? ☐ No ■ Yes

If yes, indicate Total Building Size 9600 sq.ft.

Most recent property assessment (PA):

$ 124,600 Land $ 125,400 Improvements $ 250,000 Total

Existing Uses: Storage

Existing Zoning: Commercial

Existing Uses, Adjacent Parcels: Storage N Metal Fabricating S Warehousing E Triangle Street W

Existing Zoning, Adjacent Parcels: Storage N Metal Fabricating S Warehousing E Triangle Street W

Will a zoning change be requested? ■ No ☐ Yes

If yes, indicate new zoning _____

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

WDNR WRAPP

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Existing Mortgage Holder: Village of McFarland

Contact Person & Phone Number: _____

Does the property have any existing tax delinquencies, zoning or building violations? ■ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ☐ A New Business(s)

■ Business Relocation ☐ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

The Concept Plan is attached to this application.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

~~The project will include two bioretention devices to meet stormwater management requirements for redevelopment.~~

Current annual revenue: $_____ Estimated annual revenue: $_____

Current annual expenses: $_____ Estimated annual expenses: $_____

Business Plan and/or Marketing Plan attached? ■ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ☐ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: April 7, 2021

Preliminary Construction Start Date: July 1, 2021

Preliminary Construction Completion Date: February 28, 2022

Date Occupied or Opened: March 1, 2022

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Number of principal buildings and estimated square footage: one building / 27,150 sq. ft.

Estimated equalized assessed valuation after project completion (EAV)

$ 400,000 Land $ 1,950,000 Improvements $ 2,350,000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: $ 250,000 PA x 0.0215 Mill Rate = $ 5375 Total (A)

Post-improvements: $ 2,350,000 PA x 0.0215 Mill Rate = $ 50,525 Total (B)

Additional increment (B-A) = $ 45,150

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ■ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Will the proposed project result in the relocation of economic activity from an adjacent community?
☐ No ■ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

My cabinet distribution company Wisco cabinets will be relocated from Waunakee, WI. Currently we employ 6 full time people at Wisco.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☐ No ☐ Yes

Tenants would be CTW Flooring, Inc. DBA Wisco Cabinets. New building will have one proposed 5385 square foot tenant space with no current leases.

Who will own and operate the developed property? 4313 LLC

Do similar businesses/uses already exist in McFarland?

☐ No ■ Yes, If yes, indicate Madison Cabinets

Describe any differences in your proposed business/uses to existing businesses/uses

We will be stocking cabinets in bulk.

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Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

$0-$19,000

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

$20,000-$39,000

3 Full Time (current) _____Part Time (current) 3 FT (created) _____PT (created)

$40,000-$59,000

4 Full Time (current) _____Part Time (current) 2 FT (created) _____PT (created)

$60,000+

2 Full Time (current) _____Part Time (current) 1 FT (created) _____PT (created)

Average per hour wage rate of all employees (not including benefits) $ 20.89

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) 50%.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?
☐ No ☒ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ☐ No ☐ Yes

I spoke with the building owner Jim behind this parcel for an easement request. That owner has stated that he will not grant us an easement.

Discuss any history of community involvement by the applicant or business within the Village.

I live in McFarland with my family of 6. We've donated to many great causes. I'm looking to keep all my businesses and family in the community for many years. I've made an effort to hire as many McFarland businesses/residents on this project as possible.

Has any portion of the project already been started or completed? ☒ No ☐ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

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D. TIF REQUEST

State the total amount of TIF assistance being requested: $ 450,000

State the form of incentives requested:

☐ Developer Loan (pay-as-you-go) ☐ Traditional Loan ■ Tax Increment Loan at Occupancy

☐ Tax Increment Loan at Project Start ☐ Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of building design and construction materials are being proposed to meet the requirements of the TIF district and to attract tenants to overcome the blighted conditions of the overall area. The unique site also requires irregular development costs such as existing building removal, monitoring well abandonment, importing structural fill, extensive storm sewer system, bioretention devices, Village attorney review, etc.

In order to demonstrate compliance with the "But For" test, the applicant has provided cost estimates for the higher level of construction materials and the unique site development costs. The application also includes the business plan proforma.

Check which box(s) best describe the use of TIF funds:

■ Land Acquisition/Survey ☐ Environmental Audits ■ Site Grading

■ Demolition/Remediation ■ New Construction ☐ Rehabilitation/Expansion

■ Utility Improvements ☐ Parking/Access ☐ Landscaping

☐ Recreation/Conservation ■ Professional Services ☐ Financing Costs

☐ Other _____

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E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition	See Overall Cost Estimate	
Environmental testing/remediation		
Demolition		
Construction of new building(s)		
Site Improvements		
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs		

Budget source: ☐ Developer ■ Arch/Eng ☐ Contractor ☐ Other _____

Sources of Financing	Amount ($)	Percent of Total Costs
TIF	450000	14.75 %
Equity	450000	14.75 %
Loans	2150000	70.50 %
Grants		%
Other (please specify)		%
Total Project Costs		**100.0 %**

Lender for Project if in addition to the Village: _____

Officer_____ Phone_____ Email_____

Preapproved: ☐ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: _____ Grant Amount: _____

Grant Officer:_____ Phone_____ Email_____

Application Status: _____

Date of Grant Announcement: _____

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F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant Joseph K Burkeland JR/4313 Title Owner

Signature _____ Date 03/24/21

Return To:

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee Street
McFarland, WI 53558
P: 608-838-3153

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REDEVELOPMENT

"But For" TIF Eligible Costs Estimate

Description	Total
Attorney Fees (Developer Agreement and TIF Financing)	$15,000
Existing Buildng Removal	$65,000
Existing Monitoring Well Abandonment	$2,000
Impermeable Fabric in Bioretention Device due to Contaminated Soils	$4,000
Import Structural Fill with Compaction (4000 cubic yards at $10 / cubic yard)	$40,000
Storm Manhole Connection with Pavement Patching	$5,000
Storm Sewer System (Triangle Street Manhole to Bioretention Devices)	$46,530
Storm Culvert Extension at South Driveway	$3,200
Bioretention Devices	$34,000
Deepened Footing	$15,000
Glass Upgrade	$60,000
Masonry Upgrade	$70,000
Entrance Canopies	$45,000
Structural Upgrade (Roof Slopes and Wall Offsets)	$50,000
Total:	$454,730

SITE COST ESTIMATE

For: 4313 Triangle Street Redevelopment
Redevelopment
McFarland, WI 53558

Includes: Redevelopment

Proj. No. BC-32-20

Date: March 24, 2021

To: CTW Abbey Carpet & Floor
4920 Triangle Street
McFarland, WI 53558

By: Quam Engineering
4604 Siggelkow Road
McFarland, WI 53558

Item No.	Description		Unit	Unit Price	Amount
1	Traffic Control	1	LS	$1,000.00	$1,000.00
2	Strip Topsoil	200	CY	$3.00	$600.00
3	Existing Building Removal	1	LS	$65,000.00	$65,000.00
4	Existing Monitoring Well Abandonment	1	EA	$2,000.00	$2,000.00
5	Sawcut Asphalt Pavement	160	LF	$5.00	$800.00
6	Remove Existing Pavement	70	SY	$5.00	$350.00
7	Import Fill (Assume 2' beneath proposed building area)	4,000	CY	$7.00	$28,000.00
8	6" Tapping Valve	1	EA	$1,500.00	$1,500.00
9	6" Water Service	67	LF	$100.00	$6,700.00
10	Core Existing Storm Manhole and Concrete Collar	1	EA	$2,000.00	$2,000.00
11	12" HDPE Storm Sewer	112	LF	$70.00	$7,840.00
12	15" HDPE Storm Sewer	275	LF	$70.00	$19,250.00
13	24" HDPE Storm Sewer	58	LF	$90.00	$5,220.00
14	30" RCP Storm Sewer	71	LF	$110.00	$7,810.00
15	3' Dia. RCP Standpipe w/ Halla Industries Top Mount Trash Rack or Equal	2	EA	$2,500.00	$5,000.00
16	5' Dia. Catch Basin w/ Neenah R-3067 Casting	1	EA	$4,000.00	$4,000.00
17	4" Perforated PVC Storm Sewer W/ Sock	85	LF	$30.00	$2,550.00
18	2x3 Inlet w/ Neenah R-3067 Casting	2	EA	$2,700.00	$5,400.00
19	15" CMP Culvert	40	LF	$80.00	$3,200.00
20	4" Aggregate Base	500	SY	$3.00	$1,500.00
21	10" Aggregate Base (Beneath Asphalt)	3,120	SY	$5.00	$15,600.00
22	Concrete Sidewalk (5" Thick)	1,650	SF	$7.00	$11,550.00
23	Concrete Refuse Pad	320	SF	$8.00	$2,560.00
24	Concrete Pad at Loading Dock	780	SF	$8.00	$6,240.00
25	Stairs (5 risers)	1	LS	$1,500.00	$1,500.00
26	Concrete Wall (west of loading docks)	1	LS	$4,000.00	$4,000.00
27	18" Concrete Curb And Gutter	790	LF	$18.00	$14,220.00
28	1.75" Asphalt Binder Course	3,120	SY	$12.00	$37,440.00
29	1.75" Asphalt Surface Course	3,120	SY	$12.00	$37,440.00
30	Clean, Sweep & Tack Coat	3,120	SY	$0.30	$936.00
31	Asphalt Patch	70	SY	$40.00	$2,800.00
32	Restoration (Seed & Matting)	300	SY	$5.00	$1,500.00
33	Impermeable Fabric in West Bioretention Device	1	LS	$4,000.00	$4,000.00
34	Bio-retention Device	1,700	SF	$20.00	$34,000.00
35	Parking Lot Striping	1	LS	$700.00	$700.00
36	Landscape Trees & Shrubs	1	LS	$10,000.00	$10,000.00
37	Lighting	1	LS	$12,000.00	$12,000.00
		Construction Subtotal			**$366,206.00**

4313 TRIANGLE STREET

Overall Costs Estimate

Description	Quantity	Unit	Unit Price	Total
Land Purchase				
Initial Land Purchase	1	LS	$400,000.00	$400,000.00
Permitting Item				
Building Permit	1	LS	$4,000.00	$4,000.00
Erosion Control Permit	1	LS	$1,000.00	$1,000.00
Stormwater Management Permit	1	LS	$1,000.00	$1,000.00
Plumbing Fee	1	LS	$2,500.00	$2,500.00
HVAC Fee	1	LS	$600.00	$600.00
Fire Alarm and Suppression System Fee	1	LS	$1,500.00	$1,500.00
Engineering Review Fees	1	LS	$5,000.00	$5,000.00
Attorney Review Fees	1	LS	$15,000.00	$15,000.00
TIF Application Fee	1	LS	$250.00	$250.00
Site Design Fee	1	LS	$400.00	$400.00
Public Water	1	1 1/2 in	$3,251.00	$3,251.00
Transaction Fees				
Bank Fee	1	LS	$18,000.00	$18,000.00
Appraisal Fee	1	LS	$3,000.00	$3,000.00
Title Fee	1	LS	$3,000.00	$3,000.00
Miscellaneous Closing Fees	1	LS	$3,000.00	$3,000.00
Construction Interest Carrying Costs Through 5/2022	1	LS	$35,000.00	$35,000.00
Professional Items				
Architect	1	LS	$50,000.00	$50,000.00
Structural Design	1	LS	$8,000.00	$8,000.00
Quam Engineering Plans Drafting and Approvals	1	LS	$30,000.00	$30,000.00
Quam Engineering Construction Staking and Admin.	1	LS	$15,000.00	$15,000.00
Site Items (See Separate Schedule)			$366,206.00	$366,206.00
Building Items				
Builders Contract	1	LS	$1,950,000.00	$1,950,000.00
Subtotal Costs:				$2,915,707.00
Contingency (Approx. 5.8% Building and Site):				$134,293.00
Total:				$3,050,000.00

Loan Amount & Contributions Percentage

Loan Amount Calculation	
Total Costs (See Cost Schedule)	$3,050,000
T.I.F. "Gap Loan"	-$450,000
Developer Downpayment	-$450,000
Loan Amount Total:	**$2,150,000**

Developer Contributions Percentage Calculation	
Developer Downpayment	$450,000
Total Contributions:	$450,000
Developer Contributions Percentage = Total Contributions / Total Costs	**14.75%**

Village Contributions Percentage Calculation	
T.I.F. "Gap Loan"	$450,000
Total Contributions:	$450,000
Village Contributions Percentage = Total Contributions / Total Costs	**14.75%**

PROFORMA

Loan Amount		
Total Costs (See Cost Schedule)	$3,050,000	
T.I.F. "Gap Loan"	-$450,000	
Developer Downpayments	-$450,000	
Loan Amount	$2,150,000	
Sales/year		
Commercial Space (CTW)	$282,945	{21765 square feet @ $13)
Commercial Space (Tenant)	$70,005	{5385 square feet @ $13)
Total	$352,950	{See rent scalar} **2.00% Rent Scalar**
Vacancy	-$10,589	{Assumes 3% vacancy}
Sales Total	$342,361.50	
Costs/year		
Interest	4.00%	of loan amount
Management & Insurance	5.00%	of sales amount
Maintenance	5.00%	of sales amount
Property Tax	$50,525	{2.15% of $2,350,000 (TIF Application EAV Amount)}

Principal Projection	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Principal	$2,150,000	$1,978,400	$1,793,944	$1,596,003	$1,383,920	$1,157,009	$914,555	$655,811	$379,998	$86,306	-$226,114	-$558,146	0	$0
Interest	$86,000	$79,136	$71,758	$63,840	$55,357	$46,280	$36,582	$26,232	$15,200	$3,452	-$9,045	-$22,326	$0	$0
Sales	-$342,362	-$349,209	-$356,193	-$363,317	-$370,583	-$377,995	-$385,555	-$393,266	-$401,131	-$409,154	-$417,337	-$425,683	-$434,197	-$442,881
Management (3% sales) & Insurance (2% of sales)	$17,118	$17,546	$17,985	$18,434	$18,895	$19,368	$19,852	$20,348	$20,857	$21,378	$21,913	$22,460	$23,022	$23,597
Maintenance (5% of sales)	$17,118	$17,546	$17,985	$18,434	$18,895	$19,368	$19,852	$20,348	$20,857	$21,378	$21,913	$22,460	$23,022	$23,597
Property Tax	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525
Ending Principal	$1,978,400	$1,793,944	$1,596,003	$1,383,920	$1,157,009	$914,555	$655,811	$379,998	$86,306	-$226,114	-$558,146	0	$0	$0
Principal Reduction	$171,600	$184,456	$197,941	$212,083	$226,911	$242,454	$258,744	$275,812	$293,693	$312,420	$332,031	$352,564	$337,628	$345,161
Return on Investment	38%	41%	44%	47%	50%	54%	57%	61%	65%	69%	74%	78%	75%	77%

PRELIMINARY PROPOSAL

Proposal No. **191112.05-01CF**

April 29, 2021

Issued by:
Alex Thomas
Project Development Associate
SunPeak
1026 Ann Street
Madison, WI 53713
athomas@sunpeakpower.com

Issued by:
Mark McCaulley
Project Manager
Bachmann Construction
1201 S Stoughton Rd
Madison, Wisconsin 53716
markmac@bachmannconstruction.net

Thank you for the opportunity to discuss your solar energy needs. This quotation is based on the preliminary information we've gathered to offer you an initial suggested system configuration, size and budgetary estimate. Upon more detailed review, the size and cost may be adjusted to reflect new information.

Project Name & Location
CTW Flooring 4315 Triangle St
McFarland, Wisconsin 53558

Site Information	
Forecast Energy Consumption	65,000 kWh / year
Blended Utility Rate	0.100 $ / kWh
Electrical Service	3-phase (480 VAC)

The proposed system is 46 kWdc, which is the rated power generation capacity of the solar modules. Each module is rated at 275 W for a total number of 168 modules in the system. The system is projected to produce 51,700 kWh of net usable electricity per year.

System Overview	
System Size	168 modules
System Module Power Capacity	46 kWdc
Projected Annual Energy Production	51,700 kWh / year
Ratio of Forecast Energy Consumption Offset with Solar Electric System	80%
Mounting Style	Roof (flush-mount)
Estimated Useful Lifespan	30 years

Tax credits are available for this project, reducing the net after-tax cost of the system investment. Additionally, the system qualifies for full depreciation in year one, which further enhances the tax advantage.

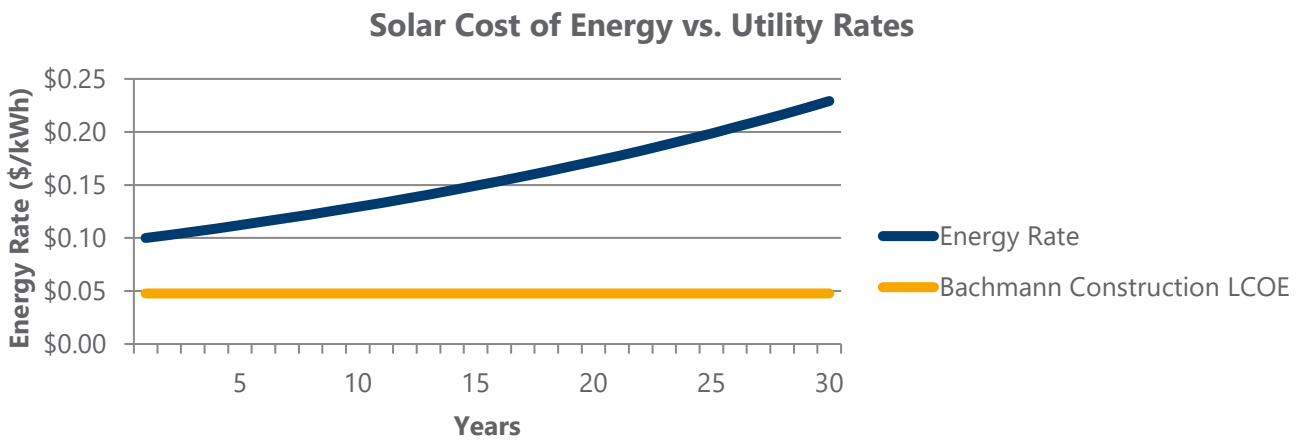
Investment Overview		
System Investment / Quotation	$106,300	*total turnkey installation cost ($2,300/kWdc or $2.30/Wp)*
Federal Investment Tax Credit	($27,600)	*directly reduces federal taxes due in year of installation*
Additional Rebates or Grants	($6,300)	*local additional grants or rebates may be available*
Net Investment Before Depreciation	**$72,300**	*net cost in year of installation, before depreciation benefits*
Estimated Depreciation Tax Benefit	($19,400)	*over 1 year with an effective tax rate of 21%*
Net Investment After Depreciation Tax Benefit	$52,900	*net after-tax investment after all tax benefits*

© SunPeak 2021

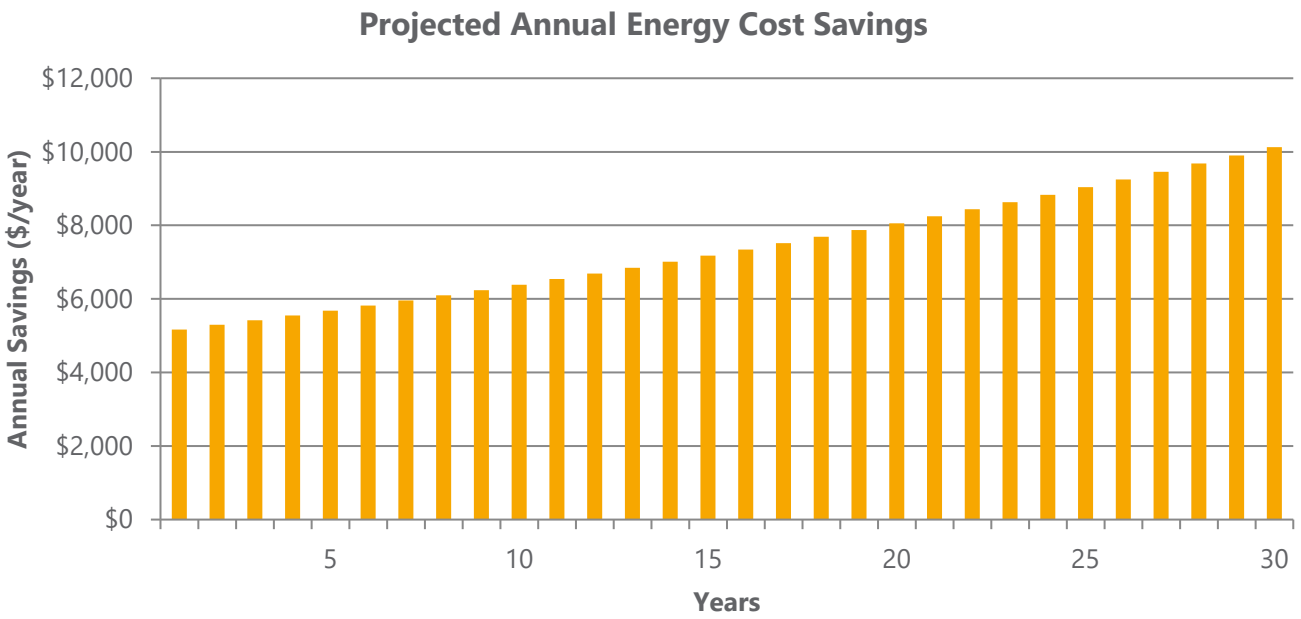
Projected Energy Savings

Once installed, your SunPeak solar photovoltaic (PV) system will provide nearly free electricity every day for the next 30 years. This will lead to significant cost savings from your current utility bill, a savings that is anticipated to grow each year. The cost of electricity continues to rise in America and has grown 2.9% year-over-year over the past fifteen years.

The Simple Solar Cost is the effective energy cost of solar, factoring in both upfront investment and operating costs. It allows a direct comparison between utility rates and the equivalent cost of solar over the life span of the system. You are currently paying an energy rate of $0.1/kWh, which is projected to rise to $0.229/kWh over the lifespan of the system. In contrast, the after tax Simple Solar Cost for the proposed SunPeak system is $0.048/kWh and is fixed.



The proposed system is projected to generate 51,700 kWh/year. At the current energy rate being paid to the utility, this equates to an annual value of electricity of $5,170/year. This figure is anticipated to grow over the lifespan of the system as the utility rates rise, leading to a total lifespan projected savings of $222,000.



Operations & Maintenance (O&M)

An investment in a SunPeak system pays for itself through electricity cost savings and leads to a strong positive return on investment over the duration of the system's life. The below estimates of cost savings are based on preliminary information and assumptions, and provide a guide to the expected economics for your project.

Annual Value of Electricity Produced	$	5,170	per year
Budgeted Annual Operating Expenses	$	480	per year
Net Value Generated after Operating Expenses	$	4,690	per year

SunPeak PV systems are designed to require minimal upkeep once commissioned, however, ongoing Operations & Maintenance (O&M) services are vital to ensure the system continues to operate at peak capacity for its projected lifetime. The investment in O&M will maximize the value generated by the asset and avoid costly downtime associated with improper care. The financial analysis below includes anticipated O&M expenses. The system has an expected useful life of 30 years, which is used to calculate the following return on investment metrics. The below figures take into account the various tax incentives and are after-tax figures.

Return on Investment Overview

Internal Rate of Return (IRR) - Unlevered		7.8%	per year
Reduction in Total Energy from Utility		80%	reduction
Lifespan Simple Return on Investment (ROI)		280%	ROI
Lifespan Value of Electricity Produced	$	222,000	over 30 years
Lifespan Energy Produced		1,439	MWh

Internal Rate of Return (IRR) can be loosely thought of as an effective “interest rate” that would be equal in value to the series of after-tax cash flows the system is projected to generate. Its advantage is in its simplicity. If the IRR is greater than the businesses cost of capital, the investment may be attractive. IRR can typically be magnified through use of debt financing; however, the IRR presented above assumes no outside financing.

Reduction in Total Energy from Utility is the projected annual energy production of the system as a ratio of current energy consumed at the facility.

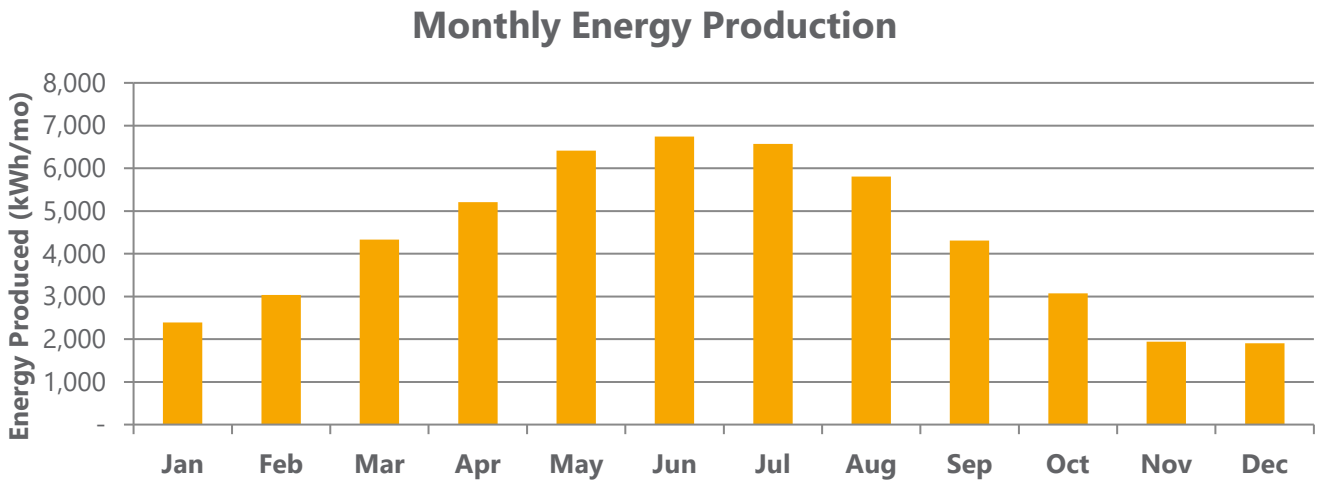
Lifespan Simple Return on Investment (ROI) is the net after-tax value of the electricity cost savings divided by the net after-tax investment in the system.

Lifespan Value of Energy Produced is a simple summation of the annual projected value created over the system's 30-year lifespan based on the offset value of projected utility rates, assumed to inflate at 3% per year.

Lifespan Energy Produced is a simple summation of the projected energy production of the system over the next 30 years, which is its projected life. This figure takes into account expected module degradation over time.

System Performance Overview

The system is projected to produce 51,700 kWh/year. Due to there being a seasonal variance in the available sunlight, monthly energy production will vary over the course of the year. The chart below shows an estimate of the distribution of energy produced per month.



Environmental Impact

Investment in solar energy demonstrates your leadership in reducing environmental impact. Over the course of the system's life, the energy produced will offset significant amounts of energy that would have otherwise been generated by conventional utilities.

Electrical Energy	1,438,900	kWh
Carbon Dioxide	1,100	tons of CO2
Landfill Waste	400	tons on landfill
Passenger Miles	2,362,300	miles of driving
Gasoline	111,600	gallons of gasoline
Coal	500	tons of coal
Trees Planted	25,400	trees planted

System Configuration

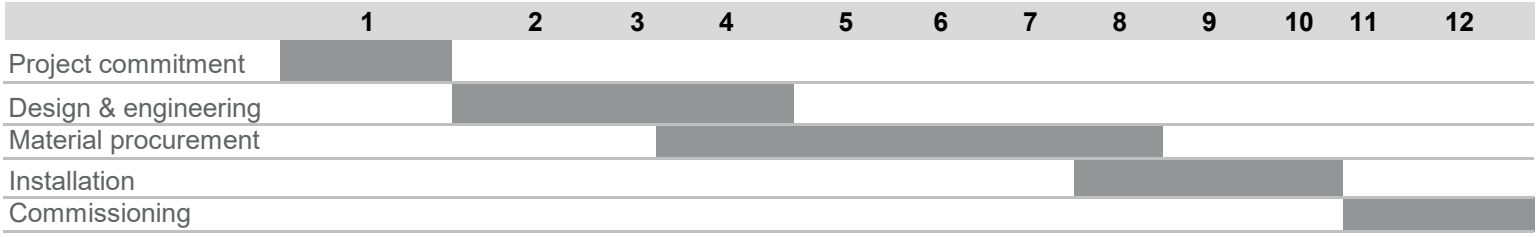
SunPeak has adopted a modular approach to project sizing, scaling projects with pre-engineered and proven subsystems. This approach leads to highly repeatable results, maximizes cost efficiency and offers the greatest value. Detailed engineering will occur upon project acceptance. Final engineering analysis may alter the following system outline; however, the final system will be equivalent or superior to what is presented below.

System Size & Configuration	33 kWac power capacity (grid) 46 kWdc power capacity (solar modules) 1.4 DC/AC ratio
Solar PV Modules (Panels)	Tier 1 commercial monocrystalline silicon panels; e.g. Phono Solar 275 watts/module power capacity 168 modules in system
Inverter(s)	Tier 1 commercial string inverter; e.g. SMA 33 kWac inverter capacity 1 inverter in system 3-phase output
Mounting System	Tier 1 commercial mounting system; e.g. Schletter USA Roof (flush-mount) style mounting All necessary structural engineering included.
Production Monitoring	Solar Log, with online monitoring & smartphone access Flat panel display monitor can be added for in-building showcase of energy

Installation Schedule

SunPeak can begin implementation on the project immediately. The project will start with a detailed site assessment from one of our field engineers, then full engineering and design. Concurrently, SunPeak will work with you and handle all required building & electrical permits, utility interconnection applications, incentive applications (if applicable) and any other needs as they arise. We manage the whole process.

Primary materials will be ordered after the design is mature. Each project is designed and built to suit, so a lead-time is typically associated with material procurement of 4-6 weeks. Once the materials are on-site, installation is completed. Final system testing and commissioning are the last steps.



Payment Schedule

Invoices are typically issued as the project milestones are completed. Upon contract execution and project deposit, the project begins. SunPeak may be able to assist in various alternative financing schemes, depending on project size and need. The following table presents the standard payment schedule:

1	Project Deposit	$10,625	10%
2	Materials Ordered	$31,876	30%
3	Materials On Site	$31,876	30%
4	System Completion	$26,563	25%
5	Commissioned	$5,313	5%
	Total Project Cost	**$106,253**	**100%**

Operations & Maintenance Plan (O&M)

SunPeak provides industry-leading Operations & Maintenance (O&M) service for all PV systems, allowing the you to enjoy the energy cost savings and focus on normal business operations. The service is offered in 5-year terms, with the first year included at no charge with your installation.

Services Included

- Customer support: M-F 8:00 a.m. – 5:00 p.m. CST
- One business day initial response time
- Annual and quarterly reporting and analysis
- Site visits (if necessary, additional costs may apply)
- Warranty claim management
- Training/system documentation for facility staff
- Remote system monitoring
- Proactive notification of system errors
- Access to monitoring dashboard and client portal

Annual Cost **$480 / year**

SunPeak is Your Solar Energy Partner

We take care of everything. SunPeak is a comprehensive solar developer that handles the whole process of "going solar" from beginning to end. We are focused everyday on solar photovoltaic (PV) systems. Our experience in this field allows us to handle all aspects of the process, allowing you to tend to your business. From initial site assessment and feasibility analysis through component procurement and final installation, we handle it all.

SunPeak offers the best value in the industry. Due to our quantity buying power, we have direct relationships with the world's leading component manufacturers. Our primary mission is to make clean renewable energy available to everyone. This includes anyone that wants to save money, not just those that want to promote green energy. This is only possible by streamlining our entire supply chain and operations. SunPeak runs a tight ship and passes those savings on to you.

Global experience. Local service. SunPeak's management has project experience in Germany, Japan, China, Canada and the United States. This perspective allows us to see the world's best practices, and adopt the best ideas for each project.

Quality systems. Decades of power. SunPeak uses only top quality components and engineers each system to provide reliable energy for decades. We have exclusive relationships with numerous suppliers, offering unique technology to the North American market.

Long-term support and a close ongoing relationship. In short, we stand behind our work. We offer a complete warranty, and ongoing operations and maintenance support for the life of the system. Our relationship with you will not end after the system is installed.

We will help maximize your available incentives. We are in the midst of exciting times. Federal, state and local governments are offering incredible incentives to adopt clean energy; however, navigating these incentives can be daunting. SunPeak has successfully attracted grant money on behalf of its customers, sometimes offsetting over half of the total project cost. We would be happy to assess your available incentives and assist in preparing any necessary grant applications for you. If awarded, you keep the money.

SunPeak

1026 Ann St
Madison, WI 53713
Office 608.535.4554
Toll Free 844.NO.CARBON
contact@sunpeakpower.com
www.sunpeakpower.com

Assumptions & Clarifications

1.) LCOE discounts the cost of the energy and energy produced per National Renewable Energy Laboratory guidelines.
2.) Quotation assumes facility is "solar ready" and significant investment in site preparation and/or facility electrical system upgrades is not needed.
3.) Additional insurance costs may increase O&M estimates from what is assumed.
4.) The Blended Utility Rate ($/kWh) is used to determine energy savings and payback. This rate is calculated by taking the total dollar amount paid for electricity over a given period of time divided by the kWh consumed during that same period.
5.) Federal Investment Tax credit can be applied 1-year back and up to 20-years forward, per IRS rules.
6.) Solar production estimates were calculated using Helioscope, a leading performance modeling tool.
7.) System configuration, size, and pricing may need to be altered based on further analysis and information.
8.) ROI calculations are based on the following assumptions:
    a.) inflation in energy prices averages 2.9% per year
    b.) module degradation averages -0.5% per year
    c.) O&M costs are budgeted at $480 per year
    d.) system performance is based on 1120 kWh / kWdc / year per Helioscope weather files.
    e.) effective tax rate is 21%
9.) For business systems, LCOE is an "after tax" rate that captures tax credits and depreciation benefits
10.) Estimates for environmental impact were derived from coefficients presented on the EPA's website
11.) Electricity usage forecast, utility service rate, shading and energy production are estimates.
12.) Assumes 3-phase (480 VAC) electric service interconnection can be achieved at project location.
13.) Quoted price is good for thirty (30) days.

Disclaimer

This proposal is for informational purposes only, using estimates for current and future utility rates, system production and projected incentives. System quote represents SunPeak's best estimate with the information presently available, but should be treated as budgetary until a detailed engineering analysis can be completed. Please consult with your tax accountant for any tax related information.

This proposal assumes the site is in acceptable condition to install a solar system (structurally, electrical system, access, etc.). This proposal includes forecasts, projections and other predictive statements resulting from an analysis by SunPeak of the information provided to it by the prospective client as well as information from SunPeak's operations and what is available within the marketplace. The forecasts, projections and other predictive statements, particularly those of energy savings and cost savings, are based on information available to SunPeak at the time made, stated assumptions that were relied upon and other factors outside the control of SunPeak. Prospective clients should recognize that the forecasts, projections and other predictive statements stated herein, although based upon information and assumptions that SunPeak believes to be viable and accurate, are projections and that SunPeak does not provide any guarantees for the achievement by the prospective client of the projections noted herein. The prospective client must realize that in the development of any projection there are certain factors that are unforeseen at the time the projection is made and thereby there are certain risks involved that provide for uncertainty. The prospective client's actual performance results may differ from those projected in this proposal. Therefore, there is no guarantee presented or implied as to the accuracy of any specific forecast, projection or predictive statement contained herein.

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

April 6, 2021

Village of McFarland
Attn: Andrew Bremer
5915 Milwaukee Street
McFarland, WI 53558-0110

Re: 4313 Triangle Street –Plan Commission Application

Dear Mr. Andrew Bremer,

Attached are the following:

1) Completed Plan Commission Application (3 copies)
2) Letter of Intent (3 copies)
3) Site and Design Plans Check List (3 copies)
4) Site Plan Set (11”x17” - 3 copies)
5) Renderings (11”x17” – 3 copies)
6) Elevations (11”x17” – 3 copies)

Please note that the TIF Application has already been submitted and the Application Fees and Erosion Control and Stormwater Management Report will be provided in separate submittals.

If everything is satisfactory, please add this Plan Commission Application request to the next available Village meeting(s). Please let me know if you have any questions or comments,

Sincerely,

Ryan D. Quam, P.E.

Cc: Joe Burkeland Jr via joeb@ctwflooring.com
Andrew Bremer via andrew.bremer@mcfarland.wi.us
Mark McCaulley via markmac@bachmannconstruction.net
Austen Conrad via AConrad@strang-inc.com

FN: BC-32-20

4604 Siggelkow Road, Suite A ♦ McFarland, Wisconsin 53558 ♦ www.quamengineering.com
Phone (608) 838-7750 ♦ Fax (608) 838-7752 ♦ E-mail rquam@quamengineering.com

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

April 6, 2021

Village of McFarland
Department of Planning
5915 Milwaukee Street
McFarland, WI 53558

Re: Plan Commission: Letter of Intent

Dear Commission Members and Planning and Development Staff:

Quam Engineering, LLC is submitting this letter of intent and application for the 4313 Triangle Street redevelopment. The intent of the project is to provide a 27,150 square foot warehouse with office and rental space.

The site has been designed to position the building near Triangle street with parking provided in the front and along the sides of the buildings, with a loading dock in the northwest corner of the building. The site development includes the removal of the existing structure, gravel parking area, fencing, and monitoring wells.

The proposed building design fits within the TID #3 Guidelines. The building will include glass façade with canopy over entrances.

In summary, the project will consist of the general criterial listed below:

Project Data:

Project Name:	4313 Triangle Street redevelopment
Address:	4313 Triangle Street, McFarland WI 53558
Lot Size:	1.59 Acres
Proposed Use:	Warehouse with office and rental space
Total Building Area:	27,150 SF
Parking Provided:	39 surface stalls, 1 ADA Surface stall
Trash Enclosure:	provided, see Civil Drawings for Detail

Zoning District:
The property is currently zoned M-IC Manufacture-Intensive
The property is part of the Tax Increment Finance District #3

Project Team:
The key individuals and firms involved in this planning and design process include:

Building Owner:
Name: 4313, LLC
Address: 4920 Triangle Street, McFarland, WI 53558
Contact: Joe Burkeland
Phone number: (608)222-5071

4604 Siggelkow Road, Suite A ♦ McFarland, Wisconsin 53558 ♦ www.quamengineering.com
Phone (608) 838-7750 ♦ Fax (608) 838-7752 ♦ E-mail rquam@quamengineering.com

Architect:
Strang, Inc.
811 East Washington Avenue, Suite 200
Madison, WI 53703
Contact: Austen Conrad
608-276-9200

Survey, Civil Engineer:
Quam Engineering, LLC
4604 Siggelkow Road, Suite A
McFarland, WI 53558
Contact: Ryan Quam
608-838-7750

Respectfully submitted,

Ryan Quam, P.E.
Managing Member

FN: BC-32-20

Village of McFarland
Community & Economic Development Department

Plan Commission Application – 2021

~Application must be completed in full~

Applicant - Owner	4313, LLC	Applicant's Agent	Quam Engineering, LLC
		Name	Ryan Quam
Address	4920 Triangle Street McFarland, WI 53558	Address	4604 Siggelkow Road, Suite A McFarland, WI 53558
Email	joeb@ctwflooring.com	Email	rquam@quamengineering.com
Phone #	608-575-9822	Phone #	(608)838-7750
Fax #		Fax #	

Parcel No(s). 154/0710-273-9941-1 **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	$500+AF	☐ Conditional Use	$370+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	$500+BF	☐ Rezoning (map)	$405+	☐ Dev. Agreement Including Addendums	$400 F
☐ Certified Survey Map	$300+FG	☐ Zoning Amendment (text)	$405 +F	☐ Final Plat	$500 +CF
☐ Condominium	$300+EF	☐ USA/MMSD Annexation	At cost	☐ Final Plat (reapplication)	$400 +DF
☐ Comprehensive Plan Amendment	$500+F			☒ Site/Design Review	$400 + F

+ = Plus publication and notification charges

A = Plus $50.00 per lot

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

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

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

E = Plus $40.00 for each unit shown

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

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

Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
☐ R-E, R-3 & PD (up to 50 acres)	$5,000
☐ R-E, R-3 & PD (greater than 50 acres)	$10,000
☐ Site/Design Review (less than 2,000 sq. ft.)	$1,000
☒ Site/Design Review (2,000 sq. ft. or more)	$2,000
☐ All Plats including condominiums	$5,000

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

The site is located at 4313 Triangle Street. It is described as lot 1 of CSM 12030 and zoned "G2 - Commercial". The application request is for a new commercial building and associated driveways and parking.

Has this specific proposal been previously discussed or acted upon by the Plan Commission?

☐ **YES** ☒ **NO** **(If "yes" state the nature and the date(s) of the previous application.)**

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

Schedule: The Village of McFarland Plan Commission normally conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices; all potential agenda item materials -are required to be submitted per the schedule listed below. **Three (3) copies** of all materials, **one (1) copy must be 8 ½ x 11, two (2) copies to be 11 x 17 and one (1) electronic copy** (*only one copy of application, completed in full, is necessary)* shall be submitted to the Community Development Department (608-838-3154), with fees paid **by *NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2021 Schedule

*Submittal Deadline Noon on:	For Scheduled 2021 Meeting date of:
December 8 (2020)	January Tuesday Jan. 19
January 5	February 15
February 2	March 15
March 9	April 19
April 6	May 17
May 11	June 21
June 8	July 19
July 7	August 16
August 10	September 20
September 7	October 18
October 5	November 15
November 2	December 20 (Pending)
December 7	(Pending) Tuesday, Jan. 18, 2022

*** Submittal deadline:**

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

X _____ 4-5-2021

Signature of Applicant/Agent Date

Site and Design Plans

Check List

Date received: _____

Subject property address: 4313 Triangle Street

Landowner's name: Village of McFarland

Landowner's address: Buyer: 4313, LLC
4920 Triangle Street
McFarland, WI 53558

Landowner's phone/fax: Buyer: (608)222-5071

Landowner's email: Buyer: joeb@ctwflooring.com

Agent's name: Ryan Quam - Waubesa Village

Agent's address: _____

Agent's phone/fax: 608-838-7750

Agent's email: rquam@quamengineering.com

All A. Title Block that indicates name and address of the current property owner.

Cover B. Name and signature of the designer.

4/5/21 C. Date of original plan and latest date of revised plan.

ALL D. North arrow and graphic scale. Said scale shall not be smaller than 1 inch equals 100 ft.

- E. Existing zoning G2 Proposed rezoning _____yes X no

C1 & C2 F. All property lines, and existing and proposed right-of-way lines with bearings and dimensions clearly labeled.

C2 G. All required building setback lines.

C2 H. The location of all access points and connections to public streets, off-street parking, and loading areas on the subject property including a summary of the number of parking stalls, accessible parking stalls, and labels indicating the dimension of such areas.

C2 I. All existing and proposed building structures and paved areas, including walks, drives, decks, patios, balconies, fences, retaining walls, utility poles, exterior utility and mechanical equipment, and any accessory structures.

C1 & C2 J. Existing and proposed site and building signage.

Elevations K. Color exterior façade elevations of all proposed buildings including descriptions of materials and colors.

N/A L. The location of all outdoor storage areas; including proposed screening materials and colors.

C3 M. The location of existing and proposed drainage facilities including stormwater and erosion control plan.

C3 N. The location and type of any permanently protected green space areas.

N/A O. The location and elevation of any wetlands or floodplains.

C3 P. Grading Plan including existing & proposed topography shown at a contour interval of not more than two (2) ft.

C2 Q. In the legend, data for the subject property:

(1) Lot area

(2) Building area

(3) Paved area

(4) Total impervious area

(5) Landscaping points provided and required for building foundations, gross floor area, street frontage, and paved area.

(5) Building height

(6) Existing zoning, proposed zoning

(7) Number of parking stalls provided and required.

C5 R. Landscaping Plans including proposed species, quantity and planting size. Refer to Appendix B of the Village's Zoning Code for more information.

C4 S. Hydrant locations and Fire Department Connection.

C6 T. Lighting Plans including photometrics and description of fixture types, heights and orientation.

C4 U. Utility plans, including the location of existing and proposed overhead or underground site utilities, including piping and meter sizes and associate appurtenances.

N/A V. Existing or proposed easements.

see below W. A legal description of the subject property.

General Comments: CSM of property to follow

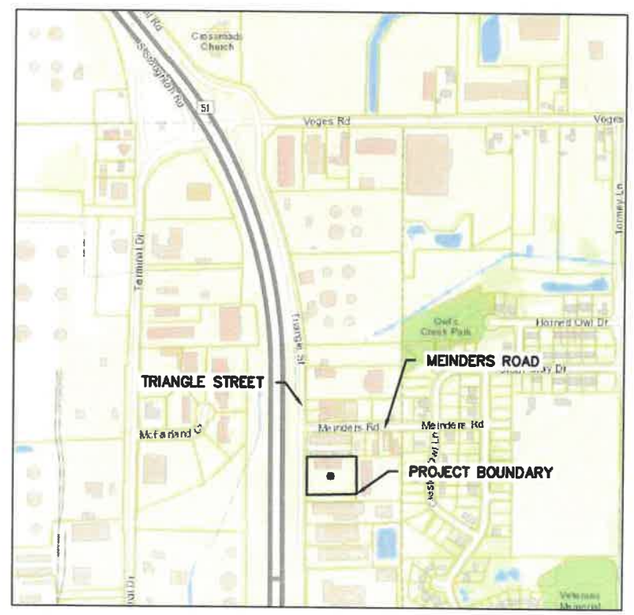
Note: In addition to Site and Design Permit approval, a building permit from the Village Building Inspector is required prior to the start of construction of any building, fence, or sign.

4313 TRIANGLE STREET REDEVELOPMENT

VILLAGE OF MCFARLAND
DANE COUNTY, WISCONSIN

INDEX

PAGE	STATIONS	DESCRIPTION
0		COVER PAGE
1		EXISTING SITE AND REMOVALS PLAN
2		SITE PLAN
3		GRADING AND EROSION CONTROL PLAN
4		UTILITY PLAN
5		LANDSCAPE PLAN
6		LIGHTING PLAN



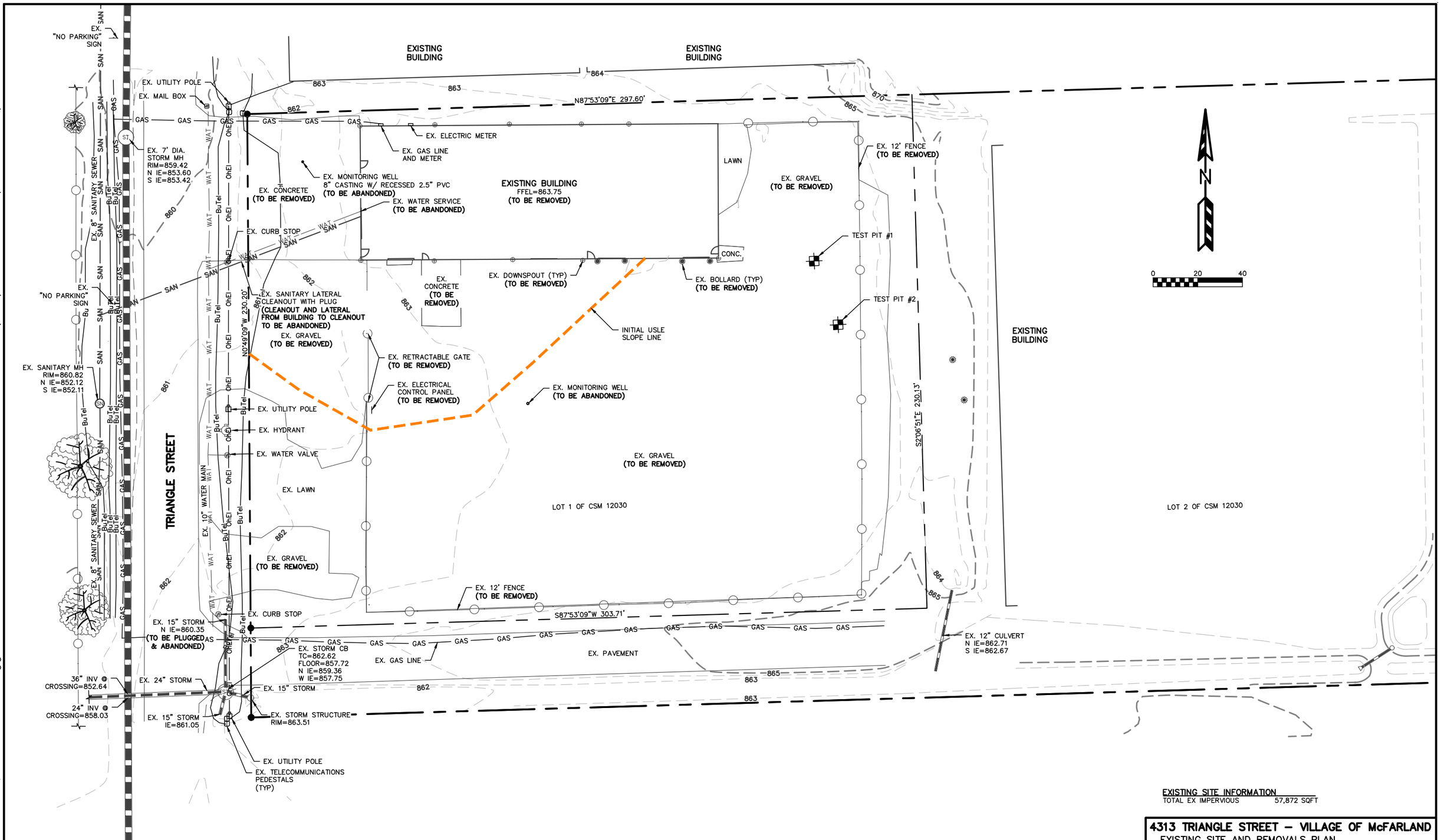
QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A; McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

WISCONSIN
RYAN D. QUAM
E-33715
MADISON, WI
PROFESSIONAL ENGINEER

April 5, 2021

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A; McFarland, WI 53558 (608) 838-7750

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750 \BC-32-20\BC32BASE.DWG



EXISTING SITE INFORMATION

TOTAL EX IMPERVIOUS	57,872 SQFT

PROPERTY BOUNDARY DISCLAIMER

LOT LINE BEARINGS AND DISTANCES SHOWN ARE BASED ON CSM 12030 DATED AUGUST 5, 2005 ON FILE WITH THE DANE COUNTY SURVEYORS OFFICE.

PROPERTY BOUNDARY INFORMATION SHOWN DOES NOT REPRESENT A PROFESSIONAL PROPERTY BOUNDARY SURVEY MEETING CHAPTER A-E 7 OF WISCONSIN ADMINISTRATIVE CODE.

NO LIABILITY (EITHER EXPRESSED OR IMPLIED) FOR THE ACCURACY OF THE PROPERTY BOUNDARY DELINEATED HEREIN IS ASSUMED BY QUAM ENGINEERING, LLC.

4313 TRIANGLE STREET – VILLAGE OF McFARLAND

EXISTING SITE AND REMOVALS PLAN

PAGE: C1

DATED: APRIL 5, 2021

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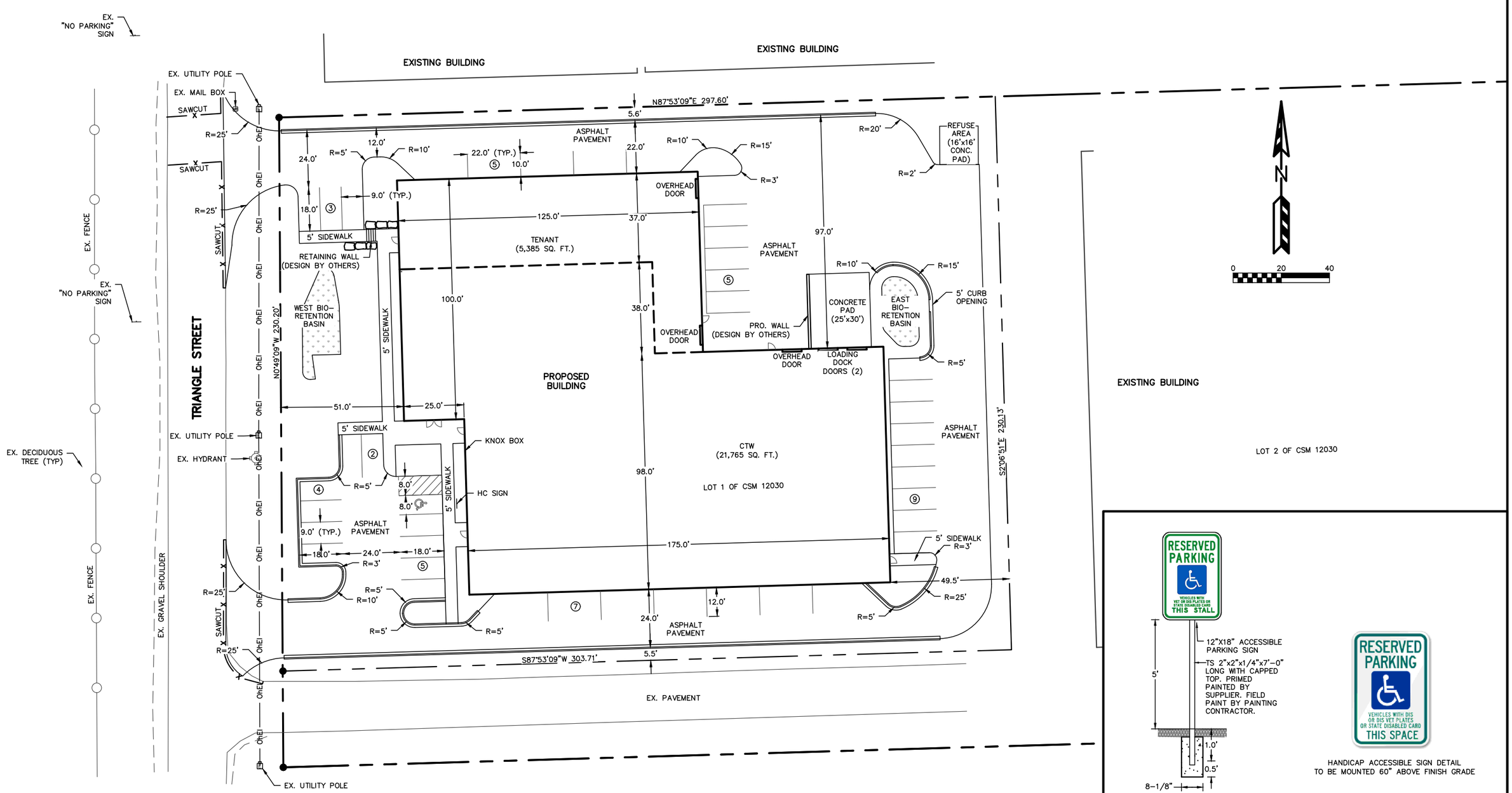

PROPOSED SITE INFORMATION

LOT AREA=	69,107 SQFT
TOTAL EX IMPERVIOUS	57,872 SQFT
TOTAL PRO IMPERVIOUS	56,665 SQFT
NET IMPERVIOUS AREA	-1,217 SQFT
TOTAL PARKING STALLS	40
IMPERVIOUS %	82 %

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

SITE PLAN

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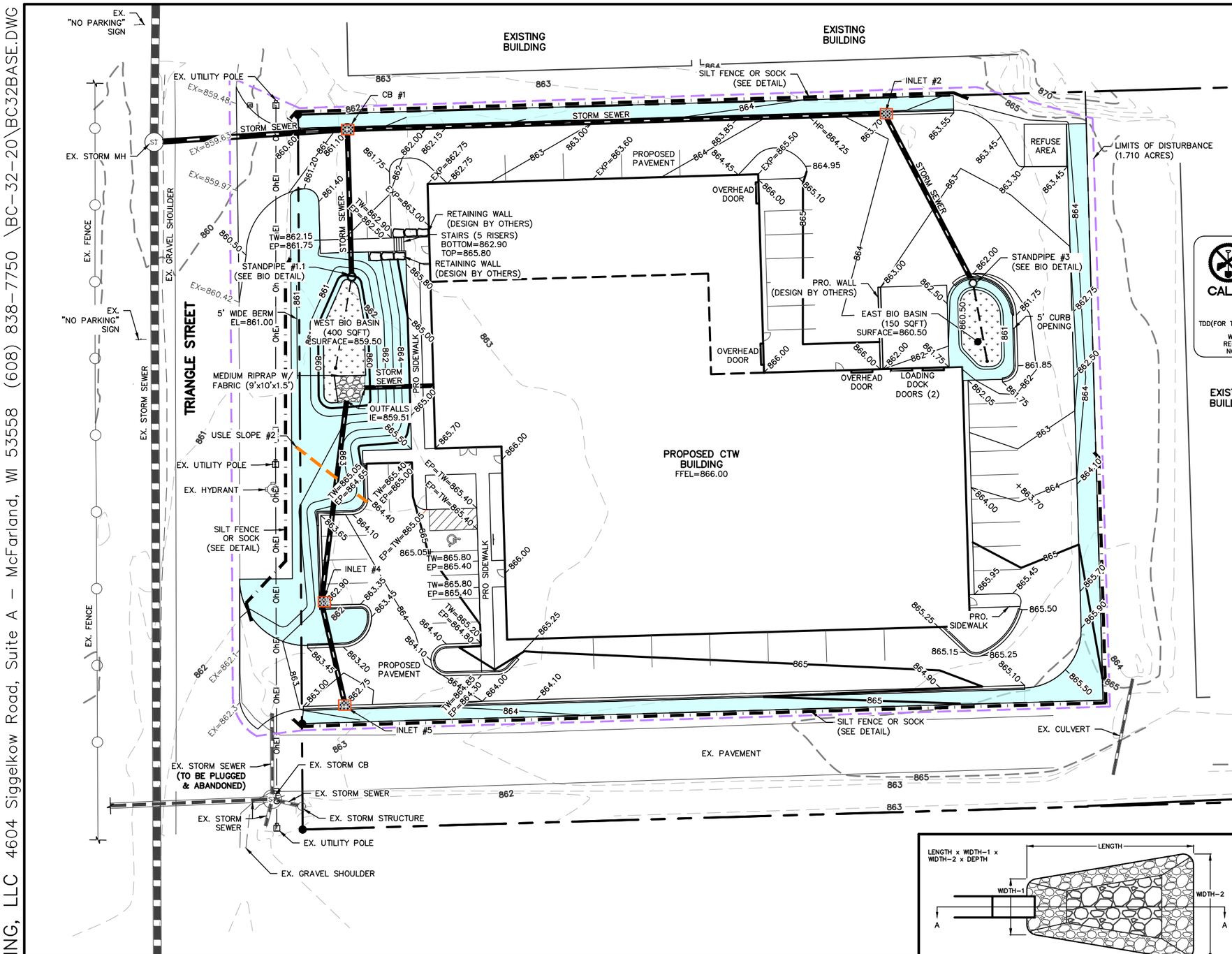


EROSION NOTES:

THE EXISTING DRIVEWAYS ARE TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING PUBLIC STREETS SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.

CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1.

ALL DISTURBED AREAS MUST BE TEMPORARILY STABILIZED WITHIN 14 DAYS OF LAST ACTIVITY. ALL DISTURBED AREAS SHOULD BE STABILIZED WITHIN 7 DAYS OF FINAL GRADING.

PERIMETER CONTROL SHOULD BE INSTALLED AROUND STOCKPILES, AND STOCKPILES SHOULD BE STABILIZED THAT WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.

EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

TIME SCHEDULE:

JULY 1 – JULY 15, 2021	INSTALL INITIAL EROSION CONTROL DEVICE AND ROUGH GRADE SITE.
JULY 15, 2021 – APRIL 1, 2022	CONSTRUCT PARING LOT AND BUILDING.
JULY 31, 2021	APPLY MULCH OR EROSION MAT TO PERVIOUS, DISTURBED AREAS OUTSIDE OF THE BUILDING OR PARKING AREA THAT HAVE NOT BEEN RESTORED. (PER DNR TECH STANDARD 1058).
APRIL 1, 2022	COMPLETE FINAL LANDSCAPING, RESTORE ALL PERVIOUS DISTURBED AREAS, REMOVE ACCUMULATED SEDIMENT FROM BIO–BASINS, AND CONSTRUCT BIO–BASINS PER DETAILS.

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
TDD(FOR THE HEARING IMPAIRED)(800)542-2289

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

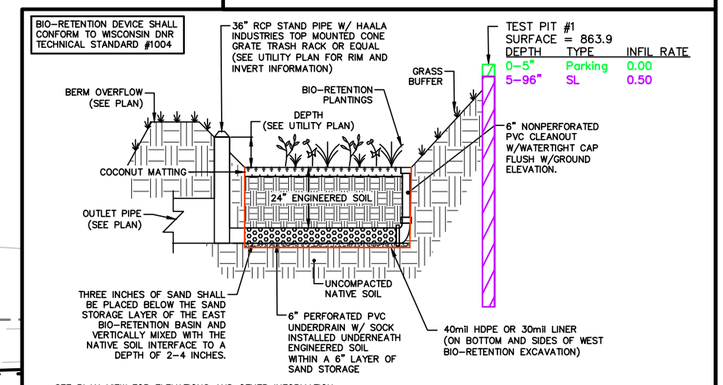
RESTORATION NOTES:

RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SLOPES GREATER THAN 20% SHALL BE RESTORED WITHIN 30 DAYS.

ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH. ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE FERTILIZER EXCEPT NATIVE PLANTING AREAS. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. BIO–RETENTION BASINS SHALL BE RESTORED PER BIO–RETENTION BASIN DETAIL. SEED MIXTURE 40 SHALL BE USED ON ALL OTHER DISTURBED AREAS. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX.

FERTILIZER SHALL ME THE FOLLOWING MINIMUM REQUIREMENTS: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 8%; POTASH, NOT LESS THAN 8%. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. MULCH SHALL CONSIST OF HAY OR STRAW APPLIED AT THE RATE OF TWO (2) TONS PER ACRE.

SEEDING FROM OCTOBER 1 THROUGH NOVEMBER 15 SHOULD BE AVOIDED TO PREVENT FREEZING OF NEW GROWTH. ADD WINTER WHEAT SEED AT ONE POUND PER 1,000 SQUARE FEET FOR SEEDING AFTER NOVEMBER 15.



SEE PLAN VIEW FOR ELEVATIONS AND OTHER INFORMATION.

ENGINEERED SOIL SHALL CONSIST OF THE FOLLOWING:
70% SILICA SAND; 30% COMPOST W/ PH 5.5–6.5
COMPOST SHALL MEET WDNR SPECIFICATION S100.
STORAGE/INTERFACE LAYER SHALL CONSIST OF SAND AS FOLLOWS:
SAND: WASHED QUARTZ OR SILICA 0.02 – 0.04 INCHES IN DIA.

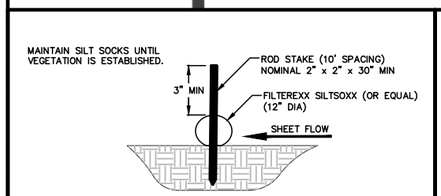
BIO–RETENTION PLANTINGS TO BE PLANTED AT ONE PLUG PER SQUARE FOOT. PLUGS TO BE PLANT STOCK NAMED IN THE WET PRAIRIE MIX FROM AGRECOL CORPORATION OR APPROVED EQUIVALENT. A MINIMUM OF 10 DIFFERENT PLANT STOCK NAMES TO BE PLANTED.

TO PREVENT COMPACTION OF ENGINEERED SOIL AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE BIO–RETENTION AREA.

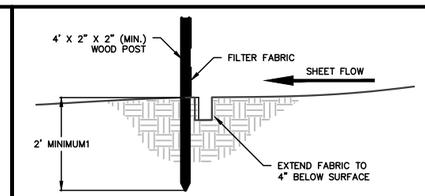
CONTRACTOR SHALL PROVIDE COPY OF DELIVERY TICKET OR INVOICE FOR ENGINEERED SOIL & SAND STORAGE LAYER FOR AS–BUILT CERTIFICATION PURPOSES.

CONTRACTOR SHALL PROVIDE VERIFICATION FROM CERTIFIED SOIL TESTER OF EXCAVATION TO EXISTING SANDY LOAM SOIL AT EAST BIO–RETENTION BASIN FOR AS–BUILT CERTIFICATION.

BIO–RETENTION BASIN DETAIL



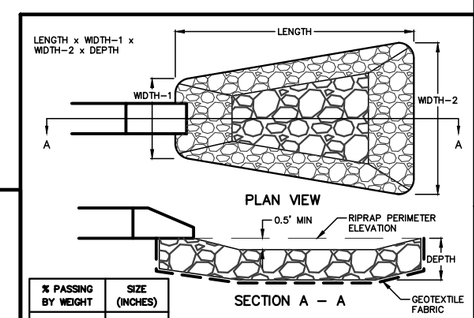
SILT SOCK DETAIL



SILT FENCE CONSTRUCTION (SHEET FLOW)

EROSION CONTROL LEGEND

- INSTALL WISDOT CLASS I TYPE B EROSION MAT
- INSTALL FLEXSTORM CATCH–IT INLET PROTECTION
- LIMITS OF DISTURBANCE
- SILT FENCE OR SOCK



% PASSING BY WEIGHT	SIZE (INCHES)
100	20
50–85	15
20–50	10
5–20	5
0–5	2

SIZES CALCULATED IN BEST D.5.2

RIPRAP SHALL BE PLACED AS DEFINED IN SECTION 606 OF WISCONSIN D.O.T. SPECIFICATIONS. STONE PIECES SHALL BE WELL GRADED, RANGING IN DIAMETER AS DESCRIBED IN THE ADJACENT CHART.

RIPRAP DETAIL

OWNER:
CTW ABBEY CARPET & FLOOR
ATTN: JOE BURKELAND
4920 TRIANGLE ST
MCFARLAND, WI 53558

ENGINEER:
QUAM ENGINEERING, LLC
ATTN: RYAN QUAM
4604 SIGGELKOW ROAD, SUITE A
MCFARLAND, WI 53558

4313 TRIANGLE STREET – VILLAGE OF McFARLAND

GRADING AND EROSION CONTROL PLAN
PAGE: C3
DATED: APRIL 5, 2021

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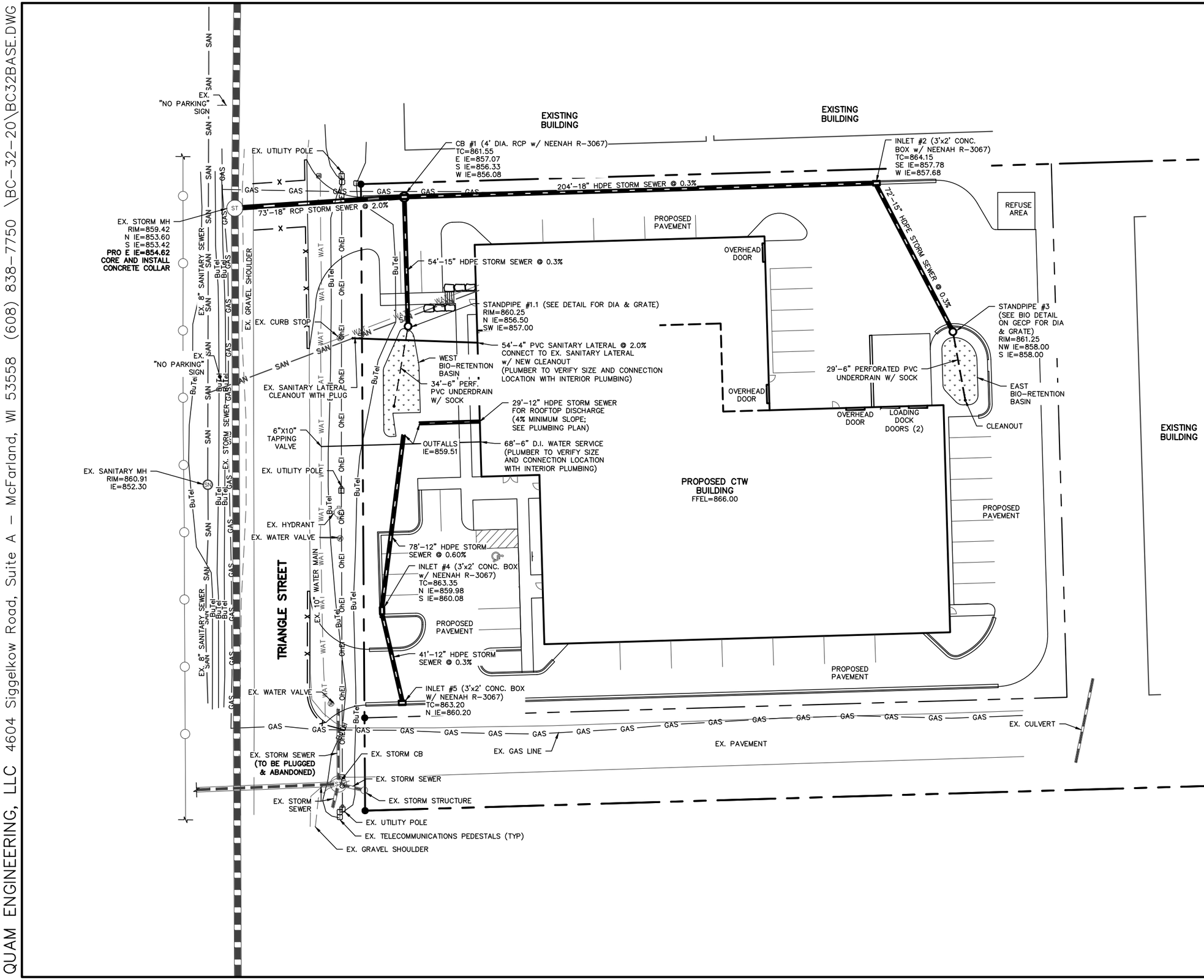

UTILITY NOTES:

CONTACT VILLAGE PRIOR TO CONNECTING PROPOSED UTILITIES INTO EXISTING UTILITIES. ALL CONNECTIONS SHALL BE PHOTOGRAPHED AND NEW STORM PIPES SHALL NOT EXTRUDE INTO EXISTING STORM PIPES.

ALL SANITARY SEWER, STORM SEWER AND WATER MAIN CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE MOST CURRENT EDITION OF VILLAGE OF MCFARLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS AND WISCONSIN DSPS STANDARDS.

THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.

MAINTAIN AN 8 FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE SEWER CROSSES OVER WATER MAIN AND PROVIDE 12" MINIMUM VERTICAL SEPARATION WHERE WATER MAIN CROSSES OVER SEWER.

ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

ALL UNDERGROUND EXTERIOR NON-METALLIC SEWERS/MAINS AND WATER SERVICES/MAINS MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORDANCE WITH 182.0715(2r) OF STATE STATUTES.

THE CONTRACTOR SHALL VERIFY EXISTING SANITARY SEWER LATERAL INVERT PRIOR TO BUILDING CONSTRUCTION AND SHALL REPORT DISCREPANCIES PRIOR TO COMMENCING WORK TO THE ENGINEER OR BUILDING CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF MCFARLAND PRIOR TO CONNECTING TO THE WATER SERVICE.

THE CONTRACTOR SHALL VERIFY THE EXISTING WATER MAIN SIZE AT THE 6" TAPPING CONNECTION.

BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES. SITE UTILITY CONTRACTOR SHALL STUB LATERAL TO 5 FEET OUTSIDE BUILDING. SEE INTERIOR PLUMBING PLANS FOR CONTINUATION OF PIPING INTO BUILDING BY BUILDING PLUMBING CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION WISCONSIN, LATEST EDITION.

GENERAL CONTRACTOR SHALL COORDINATE WITH LOCAL GAS, TELEPHONE, AND ELECTRICAL UTILITIES FOR EXACT LOCATION SIZE AND DEPTH OF NEW SERVICE.

SANITARY SEWER SHALL BE PVC ASTM D3034, SDR 35 UNLESS INDICATED OTHERWISE.

WATER SERVICE SHALL BE DUCTILE IRON UNLESS INDICATED OTHERWISE.

ALL EXISTING WATER SERVICES AND SANITARY LATERALS AND UNNECESSARY WYES TO THE SITE ARE TO BE ABANDONED WITH CAPS AT THE MAIN.

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

UTILITY PLAN

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DATED: APRIL 5, 2021

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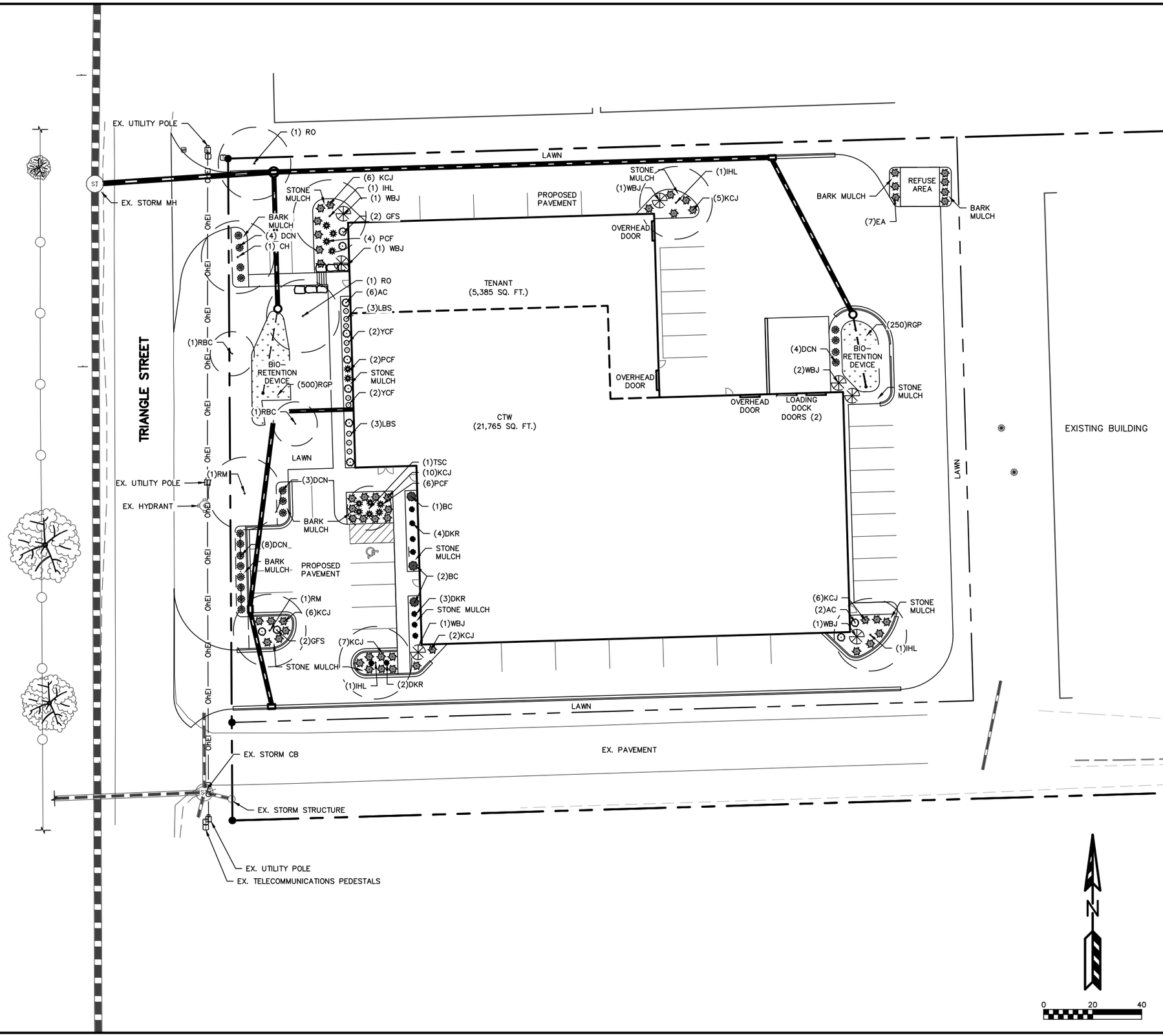

PLANT LIST

KEY	QUAN	Planting SIZE	COMMON NAME	Botanical Name	ROOT	Mature SIZE
	(9)		Canopy Trees (40 points each)			
CH	1	2"	Hackberry	Celtis Occidentalis	BB	40'
IHL	4	2"	Imperial Honey Locust	Gleditsia t 'Imperial"	BB	40'
RM	2	2"	Red Maple	Acer Rubrum	BB	40'
RO	2	2"	Red Oak	Quercus Rubrum	BB	40'
	(2)		Medium Deciduous Trees (25 points each)			
RBC	2	8'	River Birch Clump	Betula Nigra	BB	30'
	(1)		Low Ornamental Trees (15 points each)			
TSC	1	1 ½"	Tina Sargent Crab	Malus 'Sargent Tina'	BB	15'
	(14)		Low Evergreen Trees (12 points each)			
EA	7	4'	Emerald Arborvitae	Thuja Occidentalis	BB	10'
WBJ	7	4'	Wichita Blue Juniper	Juniperus scopulorum	BB	15'
	(22)		Medium Deciduous Shrubs (3 points each)			
BC	3	24"	Black Chokeberry	Aronia Melnocarpa	Pot	6'
DCN	19	24"	Dwarf Cranberrybush Viburnum	Viburnum T Compactus	Pot	6'
	(19)		Low Deciduous Shrubs (1 point each)			
AC	8	18"	Alpine Currant	Ribes Alpinum	Pot	2'
DKR	7	18"	Double Knockout Rose	Rosa 'Radtko'	Con	2'
GFS	4	18"	Gold Flame Spirea	Spirea Japonica	Pot	2'
	(36)		Low Evergreen Shrubs (3 points each)			
KCJ	36	2 G	Kallay's Compact Juniper	Juniperus 'Kallay' Compact'	Con	2'
	(22)		Perennials (non-contributing)			
LBS	6	1 G	Little Bluestem	Schizachyrium S	Con	6'
PCF	12	1 G	Purple Coneflower	Echinacea P	Con	3'
YCF	4	1G	Yellow Cone Flower	Echinacea	Con	3'
			Bio-retention Plantings (non-contributing)			
RGP	750	2 ½"	(Planted 12' on center)	plug		
			Common Blue Star			
			Bottle Gentine			
			Obedient Plant			
			Columbine			
			Switchgrass			
			Black Eyed Susan			
			Wild Iris			
			Swamp Milkweed			
			White Turtlehead			
			Cardinal Flower			
			Turk's Cap Lily			
			Little Bluestem			
			Canada Wild Rye			
			Nodding Onion			

NOTES:

1) Designated lawn areas to receive a minimum of 4" of topsoil, seed (Madison Parks mix), starter fertilizer, and mulch (straw or straw mat). Prairie turf to be installed per manufacturers specifications.
2) Lawn areas in drainage swales and slopes greater that 3:1 shall be mulched with erosion control fabric (installed per manufacturer's specifications).
3) Foundation planting beds to be mulched with 2" - 2 ½" washed stone mulch spread to a depth of 3" over weed barrier fabric.
4) Planting beds labeled as 'bark mulch' to be mulched with shredded hardwood bark mulch spread to a depth of 3".
5) Individual trees and shrub groupings in lawn areas to receive shredded hardwood bark mulch plant rings (4' diameter) spread to a depth of 3"
6) Designated planting beds to be separated from lawn areas with 5" black vinyl edging.
7) Bioretention basin to receive coconut mat mulch.
8) Bioretention basin plants (RGP) to be installed 12" on center.
9) Bioretention basin to be constructed per WDNR specifications.

Village of McFarland

Landscape Point Calculations
Minimum Points Required for **M-1C** Zoning District

	Site Measurement	Point Calculation	Points Required	Points supplied
Building Foundation	746 LF	20 Per 100 lin. ft.	149	151
Gross Floor Area	27,150 SF	5 Per 1,000 sq. ft.	136	158
Street Frontage	230 LF	20 Per 100 lin. ft.	46	185
Paved Area	29,331 SF	40 Per 10,000 sq. ft.	117	226
Total Points:			**448**	**720**

Landscape Points Supplied

Proposed canopy trees - 9 @ 40 =	360 points
Proposed medium trees - 2 @ 25 =	50 points
Proposed low ornamental trees – 1 @ 15 =	15 points
Proposed low evergreen trees – 14 @ 12 =	168 points
Proposed medium deciduous shrubs – 22 @ 3 =	66 points
Proposed low deciduous shrubs – 19 @ 1 =	19 points
Proposed low evergreen shrubs – 42 @ 3 =	126 points
Total landscape points supplied =	**804 points**

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND
LANDSCAPE PLAN
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DATED: APRIL 5, 2021

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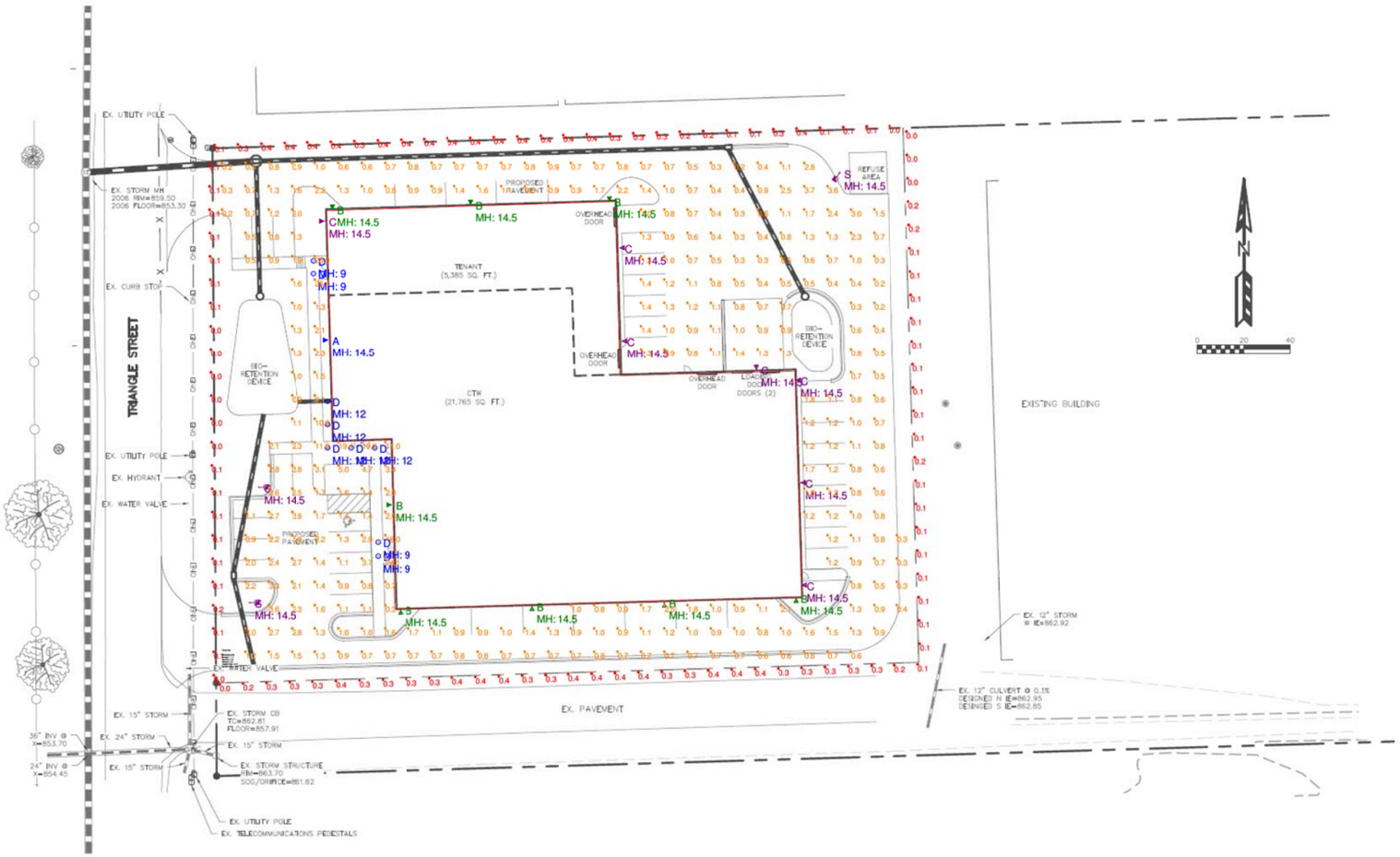
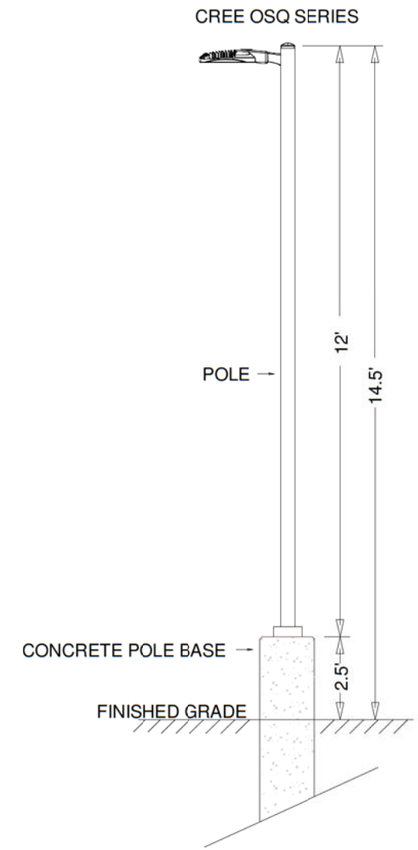




FIXTURE MOUNTING HEIGHT SHOWN ON PLAN AS "MH" IN FEET ABOVE GRADE

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	Lum. Lumens
	1	A	SINGLE	0.960	XSPW-B-WM-2ME-2L-40K-UL-SV	19	2490
	8	B	SINGLE	0.960	XSPW-B-WM-3ME-2L-40K-UL-SV	19	2483
	7	C	SINGLE	0.960	XSPW-B-WM-4ME-2L-40K-UL-BSV	19	2490
	9	D	SINGLE	0.890	SS4021-25-40-80-RD-2	25.21	2607
	3	S	SINGLE	0.970	OSQM-B-6L-40K7-4M-UL-NM-SV + OSQ-ML-B-DA-SV + OSQ-BLSMF	48	5300

POLE (4) SSS-4-11-12-CW-BS-1D-C-SV + SSS-4-AB-3/4-18

MAINTAINED FOOTCANDLES SHOWN AT GRADE

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Grade	Illuminance	Fc	1.74	28.9	0.2	8.70	144.50
Property Lines	Illuminance	Fc	0.21	0.4	0.0	N.A.	N.A.
Paved Area	Illuminance	Fc	1.14	3.8	0.2	5.70	19.00

ERi ENGINEERED REPRESENTATION INC.
www.engineeredrepinc.com
262.542.6285 Wauwatosa
920.751.3922 Neenah
apps@eriwi.com

Date:4/1/2021 | Scale: 1"=30' | Layout By: Andy

Project: 4313 TRIANGLE STREET - McFARLAND, WI

Filename: 210331QQ1AKC.AGI

LIGHT LEVELS SHOWN ARE STRICTLY FOR PURPOSES OF ESTIMATING BILL OF MATERIALS AND THE RESULTS ARE BASED ON PROJECT DETAILS GIVEN TO ENGINEERED REPRESENTATION INC. / WALLOCK DAVIES & COMPANY LLC. BEFORE OCCUPANCY OF SPACE, ALL PROJECT DETAILS AND LIGHT LEVELS SHOULD BE VERIFIED TO COMPLY WITH SAFETY AND MUNICIPAL CODES.

VIEW FROM SOUTHWEST

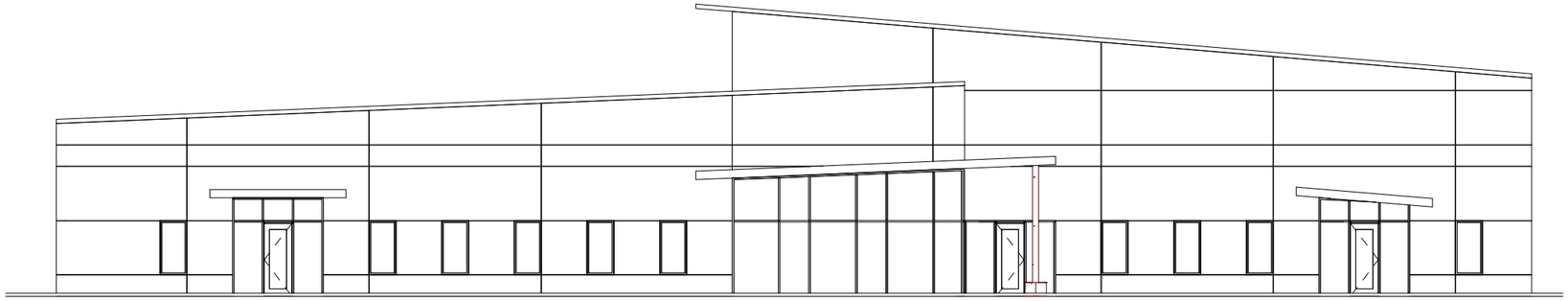
VIEW FROM NORTHWEST

PLANS ARE CONCEPTUAL AND PRIMARILY FOCUSED ON BUILDING FORM.

BUILDING MATERIALS TO BE DETERMINED AT A LATER DATE. ARCHITECT IS AWARE OF THE FACADE MATERIAL REQUIREMENTS OF THE TERMINAL & TRIANGLE DESIGN OVERLAY DISTRICT

STRANG

COPYRIGHT STRANG, INC. 2021



PLANS ARE CONCEPTUAL AND PRIMARILY FOCUSED ON BUILDING FORM.

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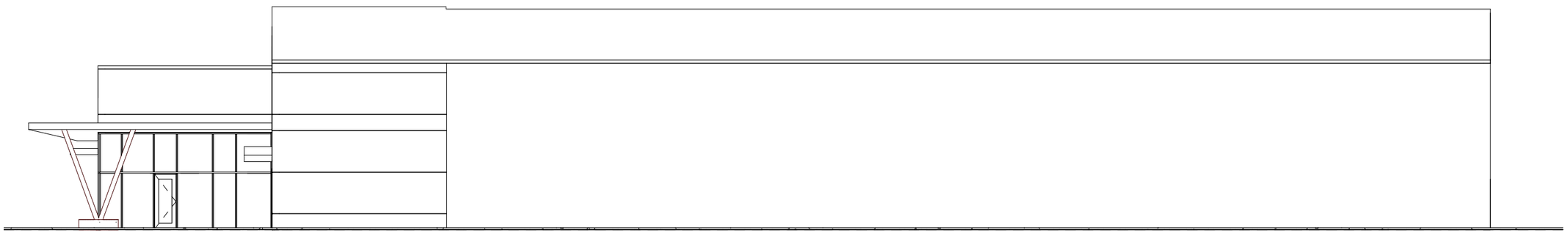
1
P1

WEST ELEVATION (TRIANGLE STREET)

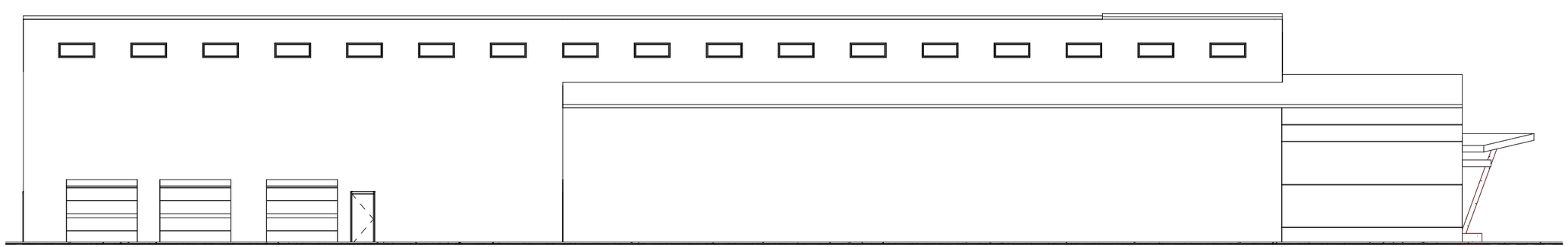
SCALE: 1/16" = 1'-0"



2
P1

SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



3
P1

NORTH ELEVATION

SCALE: 1/16" = 1'-0"

STRANG

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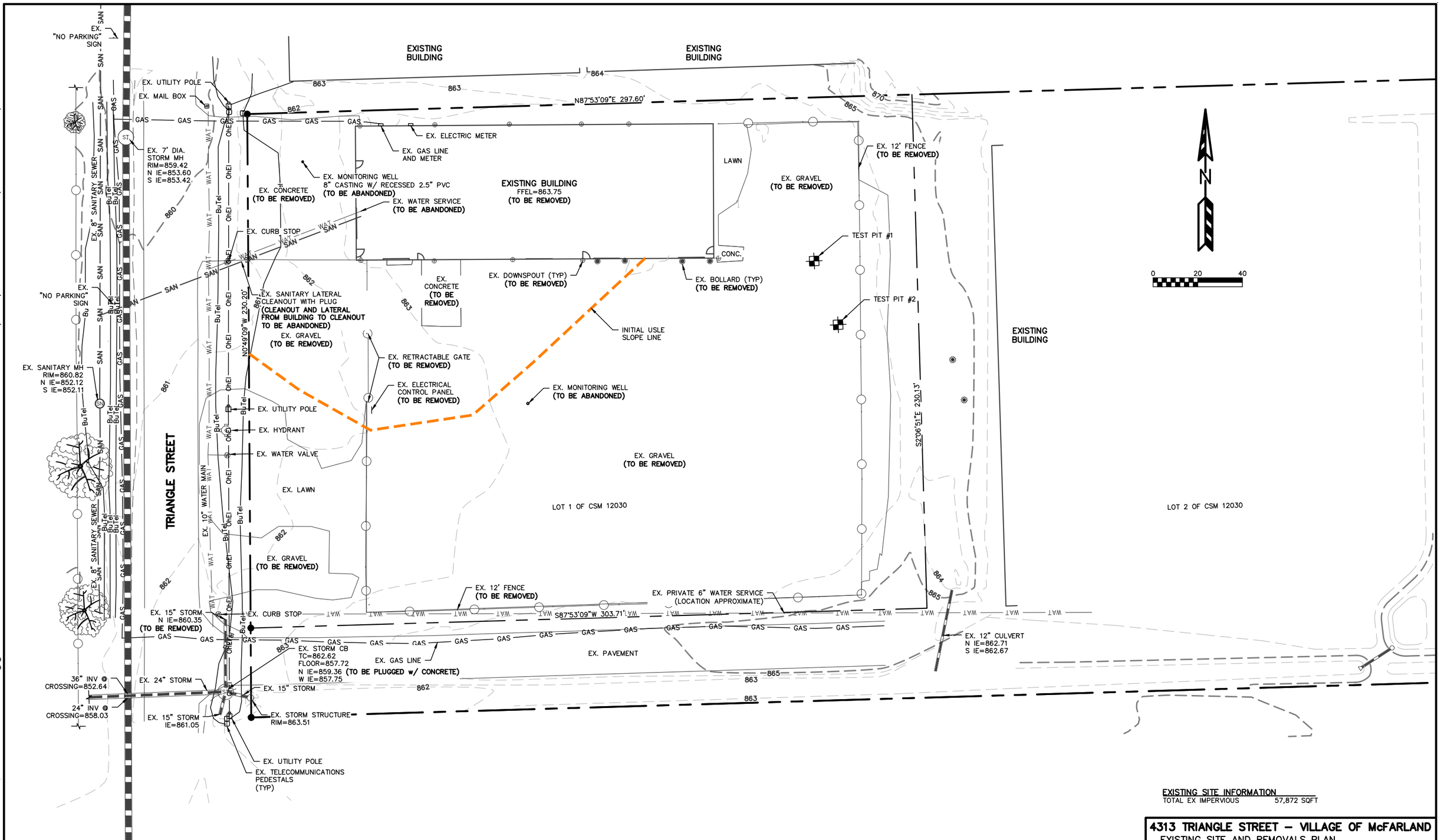

EXISTING SITE INFORMATION

TOTAL EX IMPERVIOUS 57,872 SQFT

PROPERTY BOUNDARY DISCLAIMER

LOT LINE BEARINGS AND DISTANCES SHOWN ARE BASED ON CSM 12030 DATED AUGUST 5, 2005 ON FILE WITH THE DANE COUNTY SURVEYORS OFFICE.

PROPERTY BOUNDARY INFORMATION SHOWN DOES NOT REPRESENT A PROFESSIONAL PROPERTY BOUNDARY SURVEY MEETING CHAPTER A-E 7 OF WISCONSIN ADMINISTRATIVE CODE.

NO LIABILITY (EITHER EXPRESSED OR IMPLIED) FOR THE ACCURACY OF THE PROPERTY BOUNDARY DELINEATED HEREIN IS ASSUMED BY QUAM ENGINEERING, LLC.

4313 TRIANGLE STREET – VILLAGE OF McFARLAND

EXISTING SITE AND REMOVALS PLAN

PAGE: C1

DATED: MAY 28, 2021

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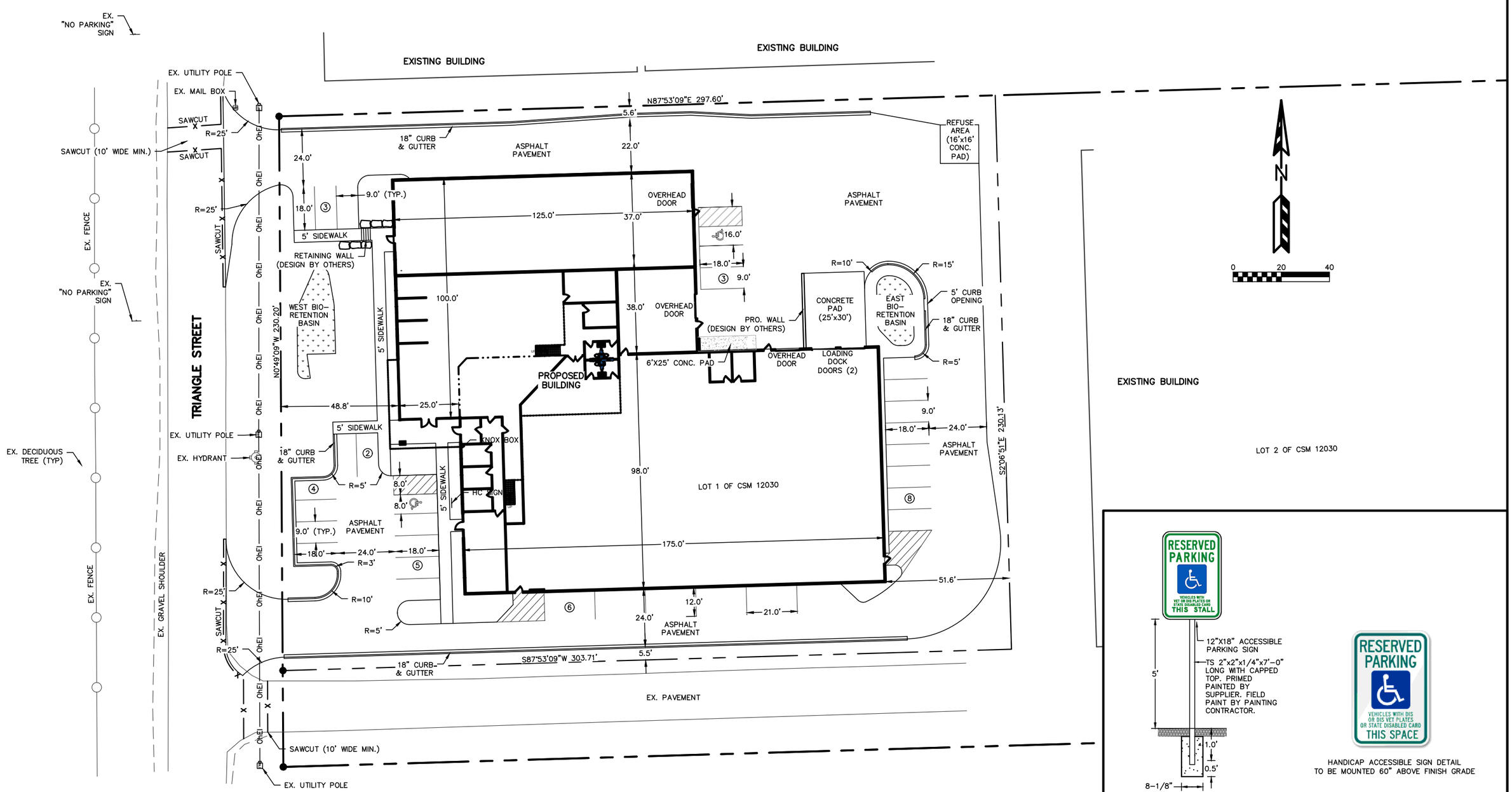

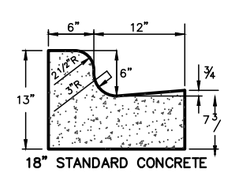

18" STANDARD CONCRETE CURB & GUTTER

HANDICAP ACCESSIBLE SIGN DETAIL

HANDICAP ACCESSIBLE SIGN DETAIL TO BE MOUNTED 60" ABOVE FINISH GRADE

PROPOSED SITE INFORMATION

LOT AREA=	69,107 SQFT
TOTAL EX IMPERVIOUS	57,872 SQFT
TOTAL PRO IMPERVIOUS	57,600 SQFT
NET IMPERVIOUS AREA	-272 SQFT
TOTAL PARKING STALLS	31
IMPERVIOUS %	83 %

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

SITE PLAN

PAGE: C2

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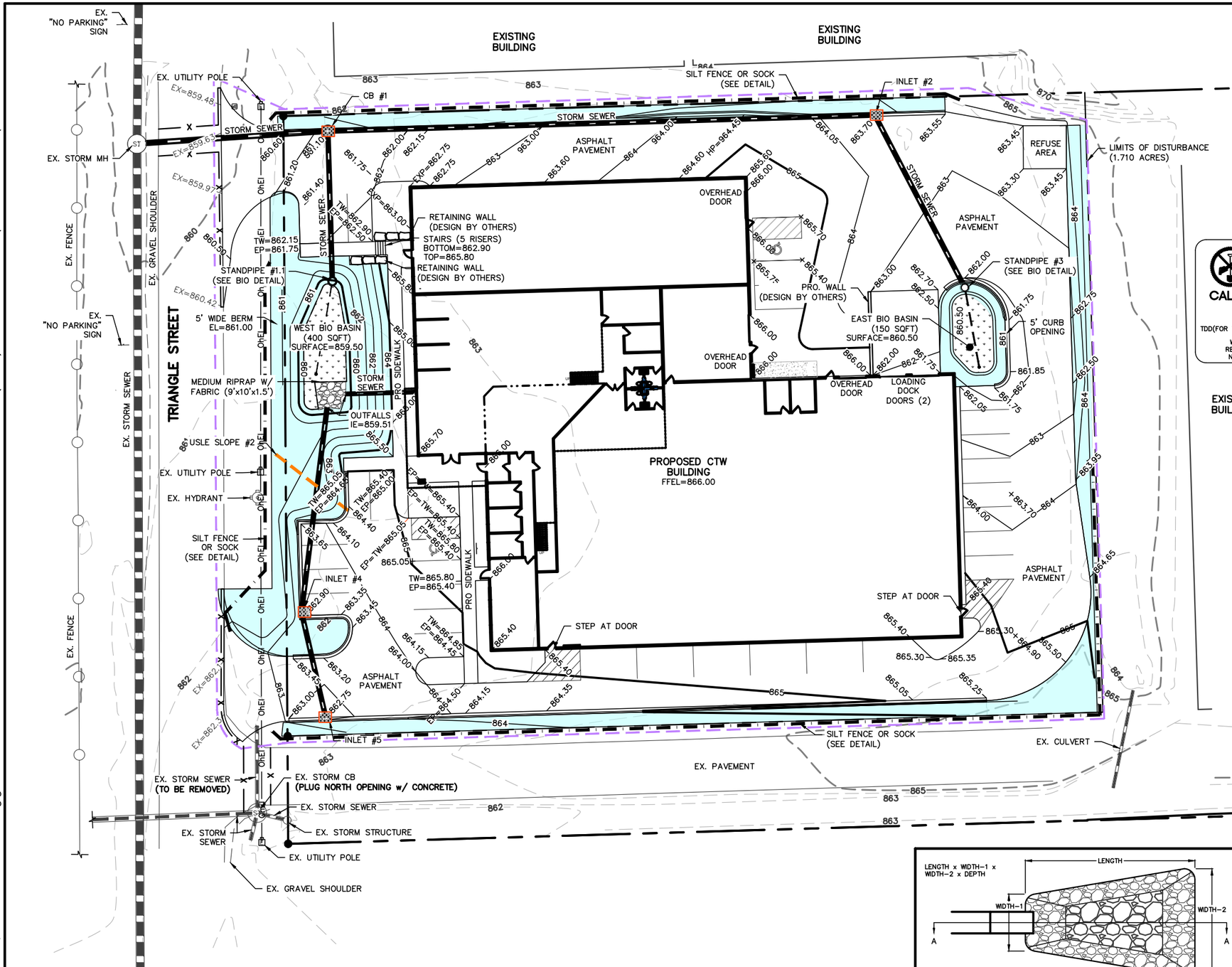


TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
TDD(FOR THE HEARING IMPAIRED)(800)542-2289

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

EROSION NOTES:

THE EXISTING DRIVEWAYS ARE TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING PUBLIC STREETS SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.

CUT AND FILL SLOPES SHALL BE NO GREATER THAN 2:1.

ALL DISTURBED AREAS MUST BE TEMPORARILY STABILIZED WITHIN 14 DAYS OF LAST ACTIVITY. ALL DISTURBED AREAS SHOULD BE STABILIZED WITHIN 7 DAYS OF FINAL GRADING.

PERIMETER CONTROL SHOULD BE INSTALLED AROUND STOCKPILES, AND STOCKPILES SHOULD BE STABILIZED THAT WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.

EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

TIME SCHEDULE:

SEPTEMBER 1 – SEPTEMBER 15, 2021	INSTALL INITIAL EROSION CONTROL DEVICE AND ROUGH GRADE SITE.
SEPTEMBER 15, 2021 – JUNE 1, 2022	CONSTRUCT PARING LOT AND BUILDING.
APRIL 1, 2022	APPLY MULCH OR EROSION MAT TO PERVIOUS, DISTURBED AREAS OUTSIDE OF THE BUILDING OR PARKING AREA THAT HAVE NOT BEEN RESTORED. (PER DNR TECH STANDARD 1058).
JUNE 1 – 30, 2022	COMPLETE FINAL LANDSCAPING, RESTORE ALL PERVIOUS DISTURBED AREAS, REMOVE ACCUMULATED SEDIMENT FROM BIO-BASINS, AND CONSTRUCT BIO-BASINS PER DETAILS.

RESTORATION NOTES:

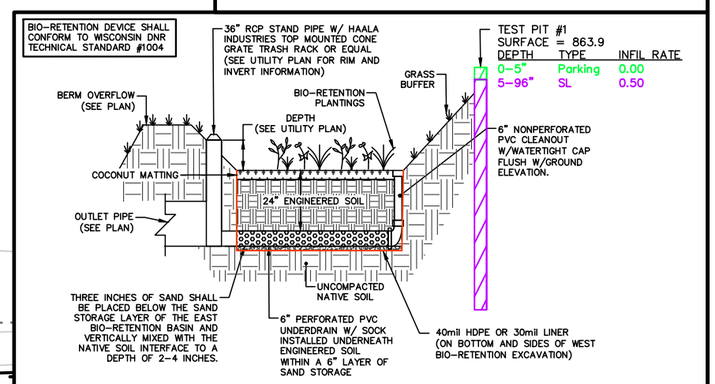
RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SLOPES GREATER THAN 20% SHALL BE RESTORED WITHIN 30 DAYS.

ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH. ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE FERTILIZER EXCEPT NATIVE PLANTING AREAS. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. BIO-RETENTION BASINS SHALL BE RESTORED PER BIO-RETENTION BASIN DETAIL. SEED MIXTURE 40 SHALL BE USED ON ALL OTHER DISTURBED AREAS. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX.

FERTILIZER SHALL ME THE FOLLOWING MINIMUM REQUIREMENTS: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 8%; POTASH, NOT LESS THAN 8%. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. MULCH SHALL CONSIST OF HAY OR STRAW APPLIED AT THE RATE OF TWO (2) TONS PER ACRE.

SEEDING FROM OCTOBER 1 THROUGH NOVEMBER 15 SHOULD BE AVOIDED TO PREVENT FREEZING OF NEW GROWTH. ADD WINTER WHEAT SEED AT ONE POUND PER 1,000 SQUARE FEET FOR SEEDING AFTER NOVEMBER 15.

BIO-RETENTION DEVICE SHALL CONFORM TO WISCONSIN DNR TECHNICAL STANDARD #1004



SEE PLAN VIEW FOR ELEVATIONS AND OTHER INFORMATION.

ENGINEERED SOIL SHALL CONSIST OF THE FOLLOWING:
70% SILICA SAND; 30% COMPOST W/ PH 5.5-6.5
COMPOST SHALL MEET WDNR SPECIFICATION S100.
STORAGE/INTERFACE LAYER SHALL CONSIST OF SAND AS FOLLOWS:
SAND: WASHED QUARTZ OR SILICA 0.02 – 0.04 INCHES IN DIA.

BIO-RETENTION PLANTINGS TO BE PLANTED AT ONE PLUG PER SQUARE FOOT. PLUGS TO BE PLANT STOCK NAMED IN THE WET PRAIRIE MIX FROM AGRECOL CORPORATION OR APPROVED EQUIVALENT. A MINIMUM OF 10 DIFFERENT PLANT STOCK NAMES TO BE PLANTED.

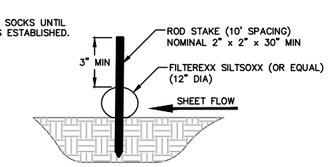
TO PREVENT COMPACTION OF ENGINEERED SOIL AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE BIO-RETENTION AREA.

CONTRACTOR SHALL PROVIDE COPY OF DELIVERY TICKET OR INVOICE FOR ENGINEERED SOIL & SAND STORAGE LAYER FOR AS-BUILT CERTIFICATION PURPOSES.

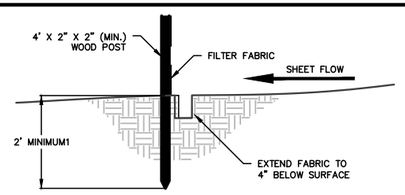
CONTRACTOR SHALL PROVIDE VERIFICATION FROM CERTIFIED SOIL TESTER OF EXCAVATION TO EXISTING SANDY LOAM SOIL AT EAST BIO-RETENTION BASIN FOR AS-BUILT CERTIFICATION.

BIO-RETENTION BASIN DETAIL

MAINTAIN SILT SOCKS UNTIL VEGETATION IS ESTABLISHED.



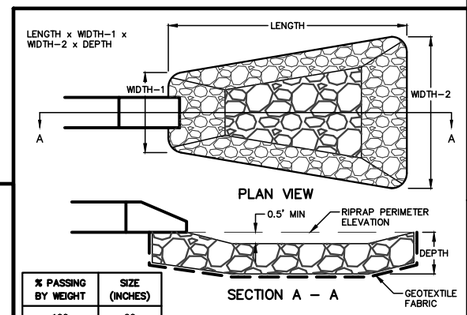
SILT SOCK DETAIL



SILT FENCE CONSTRUCTION (SHEET FLOW)

EROSION CONTROL LEGEND

- INSTALL WISDOT CLASS I TYPE B EROSION MAT
- INSTALL FLEXSTORM CATCH-IT INLET PROTECTION
- LIMITS OF DISTURBANCE
- SILT FENCE OR SOCK



% PASSING BY WEIGHT	SIZE (INCHES)
100	20
50-85	15
20-50	10
5-20	5
0-5	2

SIZES CALCULATED IN BEST D.5.2

RIPRAP SHALL BE PLACED AS DEFINED IN SECTION 606 OF WISCONSIN D.O.T. SPECIFICATIONS. STONE PIECES SHALL BE WELL GRADED, RANGING IN DIAMETER AS DESCRIBED IN THE ADJACENT CHART.

RIPRAP DETAIL

OWNER:
CTW ABBEY CARPET & FLOOR
ATTN: JOE BURKELAND
4920 TRIANGLE ST
MCFARLAND, WI 53558

ENGINEER:
QUAM ENGINEERING, LLC
ATTN: RYAN QUAM
4604 SIGGELKOW ROAD, SUITE A
MCFARLAND, WI 53558

4313 TRIANGLE STREET – VILLAGE OF McFARLAND

GRADING AND EROSION CONTROL PLAN
PAGE: C3
DATED: MAY 28, 2021

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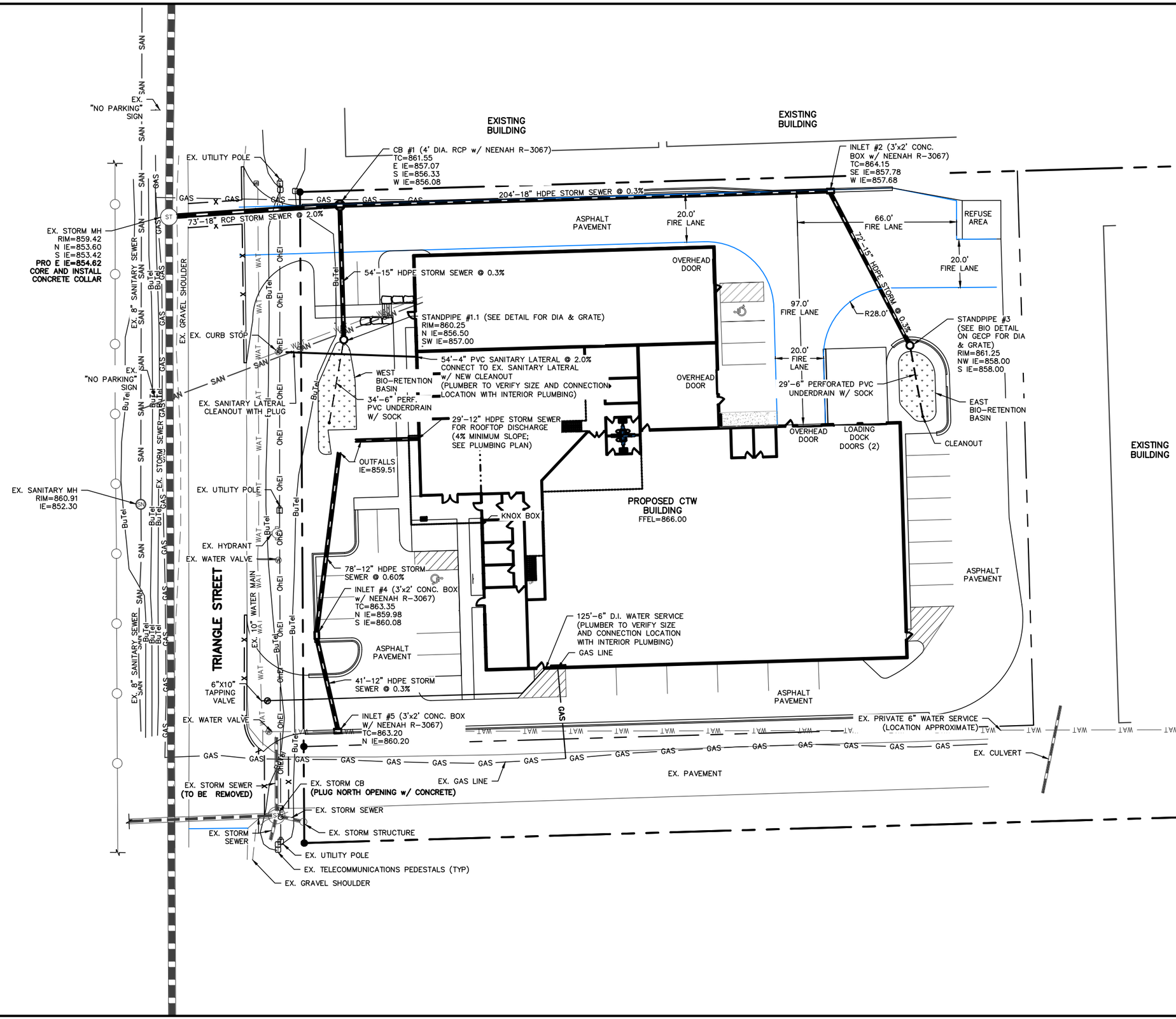

UTILITY NOTES:

CONTACT VILLAGE PRIOR TO CONNECTING PROPOSED UTILITIES INTO EXISTING UTILITIES. ALL CONNECTIONS SHALL BE PHOTOGRAPHED AND NEW STORM PIPES SHALL NOT EXTRUDE INTO EXISTING STORM PIPES.

ALL SANITARY SEWER, STORM SEWER AND WATER MAIN CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE MOST CURRENT EDITION OF VILLAGE OF MCFARLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS AND WISCONSIN DSPS STANDARDS.

THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.

MAINTAIN AN 8 FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE SEWER CROSSES OVER WATER MAIN AND PROVIDE 12" MINIMUM VERTICAL SEPARATION WHERE WATER MAIN CROSSES OVER SEWER.

ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

ALL UNDERGROUND EXTERIOR NON-METALLIC SEWERS/MAINS AND WATER SERVICES/MAINS MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORDANCE WITH 182.0715(2r) OF STATE STATUTES.

THE CONTRACTOR SHALL VERIFY EXISTING SANITARY SEWER LATERAL INVERT PRIOR TO BUILDING CONSTRUCTION AND SHALL REPORT DISCREPANCIES PRIOR TO COMMENCING WORK TO THE ENGINEER OR BUILDING CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF MCFARLAND PRIOR TO CONNECTING TO THE WATER SERVICE.

THE CONTRACTOR SHALL VERIFY THE EXISTING WATER MAIN SIZE AT THE 6" TAPPING CONNECTION.

BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES. SITE UTILITY CONTRACTOR SHALL STUB LATERAL TO 5 FEET OUTSIDE BUILDING. SEE INTERIOR PLUMBING PLANS FOR CONTINUATION OF PIPING INTO BUILDING BY BUILDING PLUMBING CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION WISCONSIN, LATEST EDITION.

GENERAL CONTRACTOR SHALL COORDINATE WITH LOCAL GAS, TELEPHONE, AND ELECTRICAL UTILITIES FOR EXACT LOCATION SIZE AND DEPTH OF NEW SERVICE.

SANITARY SEWER SHALL BE PVC ASTM D3034, SDR 35 UNLESS INDICATED OTHERWISE.

WATER SERVICE SHALL BE DUCTILE IRON UNLESS INDICATED OTHERWISE.

ALL EXISTING WATER SERVICES AND SANITARY LATERALS AND UNNECESSARY WYES TO THE SITE ARE TO BE ABANDONED WITH CAPS AT THE MAIN.

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

UTILITY & FIRE LANE PLAN

PAGE: C4

DATED: MAY 28, 2021

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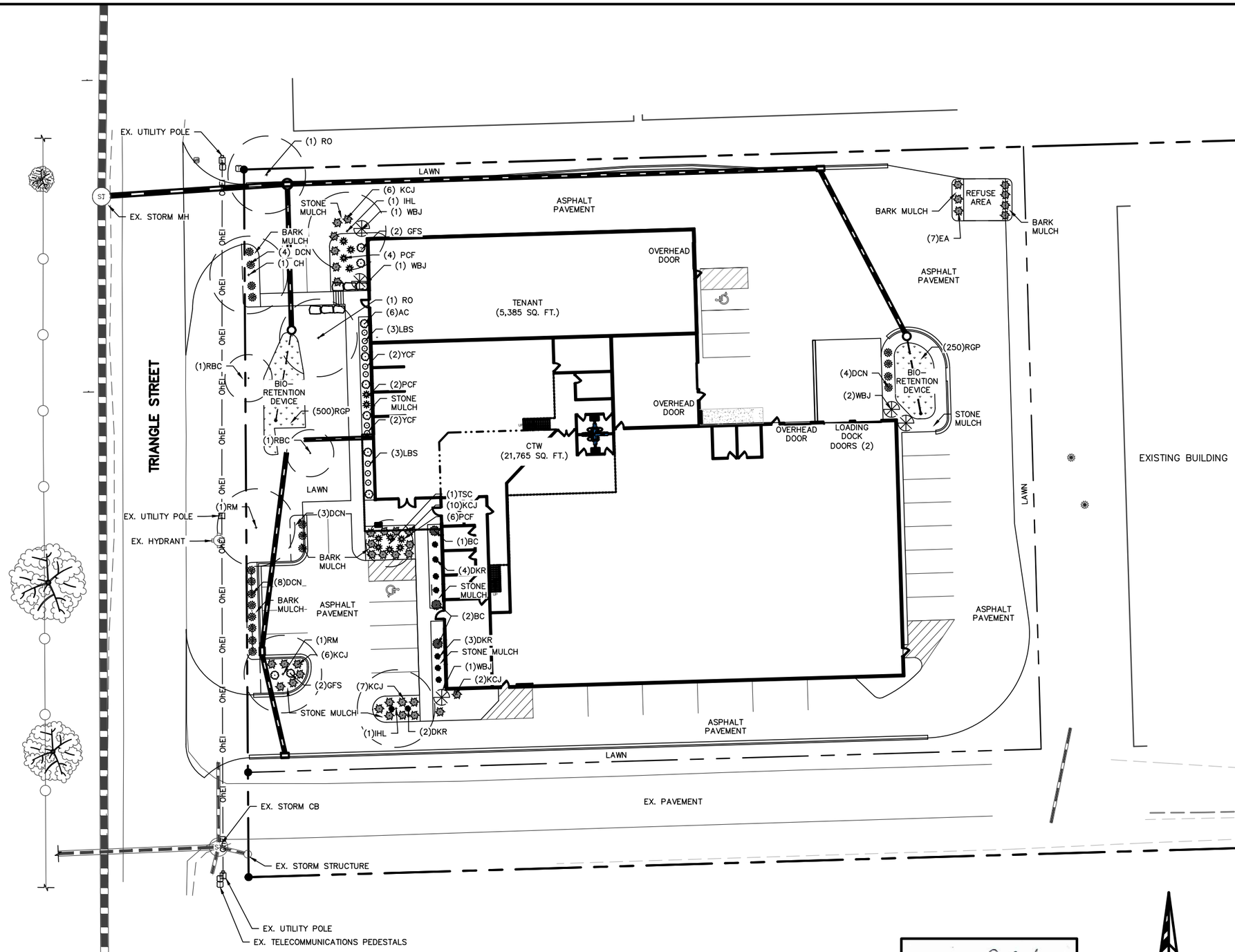

PLANT LIST

KEY	QUAN	Planting SIZE	COMMON NAME	Botanical Name	ROOT	Mature SIZE
	(7)		Canopy Trees (40 points each)			
CH	1	2"	Hackberry	Celtis Occidentalis	BB	40'
IHL	2	2"	Imperial Honey Locust	Gleditsia t "Imperial"	BB	40'
RM	2	2"	Red Maple	Acer Rubrum	BB	40'
RO	2	2"	Red Oak	Quercus Rubrum	BB	40'
	(2)		Medium Deciduous Trees (25 points each)			
RBC	2	8'	River Birch Clump	Betula Nigra	BB	30'
	(1)		Low Ornamental Trees (15 points each)			
TSC	1	1 ½"	Tina Sargent Crab	Malus 'Sargent Tina'	BB	15'
	(12)		Low Evergreen Trees (12 points each)			
EA	7	4'	Emerald Arborvitae	Thuja Occidentalis	BB	10'
WBJ	5	4'	Wichita Blue Juniper	Juniperus scopulorum	BB	15'
	(22)		Medium Deciduous Shrubs (3 points each)			
BC	3	24"	Black Chokeberry	Aronia Melnocarpa	Pot	6'
DCN	19	24"	Dwarf Cranberrybush Viburnum	Viburnum T Compactus	Pot	6'
	(17)		Low Deciduous Shrubs (1 point each)			
AC	6	18"	Alpine Currant	Ribes Alpinum	Pot	2'
DKR	7	18"	Double Knockout Rose	Rosa 'Radtko'	Con	2'
GFS	4	18"	Gold Flame Spirea	Spirea Japonica	Pot	2'
	(31)		Low Evergreen Shrubs (3 points each)			
KCJ	31	2 G	Kallay's Compact Juniper	Juniperus 'Kallay' Compact'	Con	2'
	(22)		Perennials (non-contributing)			
LBS	6	1 G	Little Bluestem	Schizachyrium S	Con	6'
PCF	12	1 G	Purple Coneflower	Echinacea P	Con	3'
YCF	4	1G	Yellow Cone Flower	Echinacea	Con	3'
			Bio-retention Plantings (non-contributing)			
RGP	750	2 ½"	(Planted 12' on center)	plug		
			Common Blue Star			
			Bottle Gentine			
			Obedient Plant			
			Columbine			
			Switchgrass			
			Black Eyed Susan			
			Wild Iris			
			Swamp Milkweed			
			White Turtlehead			
			Cardinal Flower			
			Turk's Cap Lily			
			Little Bluestem			
			Canada Wild Rye			
			Nodding Onion			

NOTES:

1) Designated lawn areas to receive a minimum of 4" of topsoil, seed (Madison Parks mix), starter fertilizer, and mulch (straw or straw mat). Prairie turf to be installed per manufacturers specifications.
2) Lawn areas in drainage swales and slopes greater that 3:1 shall be mulched with erosion control fabric (installed per manufacturer's specifications).
3) Foundation planting beds to be mulched with 2" - 2 ½" washed stone mulch spread to a depth of 3" over weed barrier fabric.
4) Planting beds labeled as 'bark mulch' to be mulched with shredded hardwood bark mulch spread to a depth of 3".
5) Individual trees and shrub groupings in lawn areas to receive shredded hardwood bark mulch plant rings (4' diameter) spread to a depth of 3"
6) Designated planting beds to be separated from lawn areas with 5" black vinyl edging.
7) Bioretention basin to receive coconut mat mulch.
8) Bioretention basin plants (RGP) to be installed 12" on center.
9) Bioretention basin to be constructed per WDNR specifications.

Village of McFarland

Landscape Point Calculations
Minimum Points Required for **M-1C** Zoning District

	Site Measurement	Point Calculation	Points Required	Points supplied
Building Foundation	746 LF	20 Per 100 lin. ft.	149	151
Gross Floor Area	27,150 SF	5 Per 1,000 sq. ft.	136	158
Street Frontage	230 LF	20 Per 100 lin. ft.	46	185
Paved Area	29,331 SF	40 Per 10,000 sq. ft.	117	171
Total Points:			**448**	**665**

Landscape Points Supplied

Proposed canopy trees - 7 @ 40 =	280 points
Proposed medium trees - 2 @ 25 =	50 points
Proposed low ornamental trees – 1 @ 15 =	15 points
Proposed low evergreen trees – 12 @ 12 =	144 points
Proposed medium deciduous shrubs – 22 @ 3 =	66 points
Proposed low deciduous shrubs – 17 @ 1 =	17 points
Proposed low evergreen shrubs – 31 @ 3 =	93 points
Total landscape points supplied =	**665 points**

PAUL E SKIDMORE LA-080 Madison, WI LANDSCAPE ARCHITECT

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND
LANDSCAPE PLAN
PAGE: C5
DATED: MAY 28, 2021

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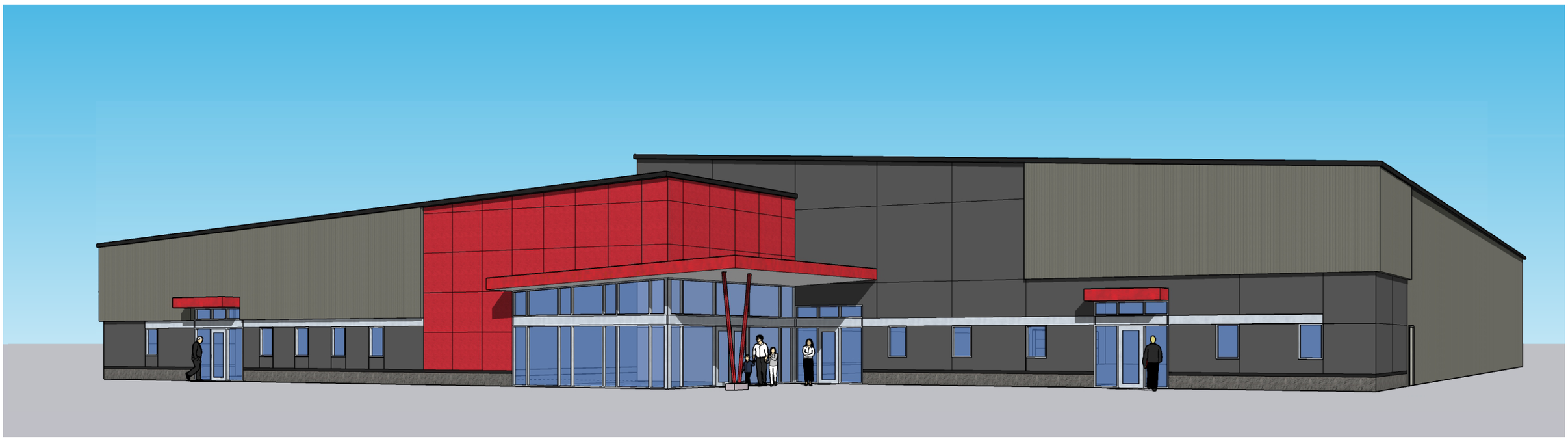

.3D View to NE 2

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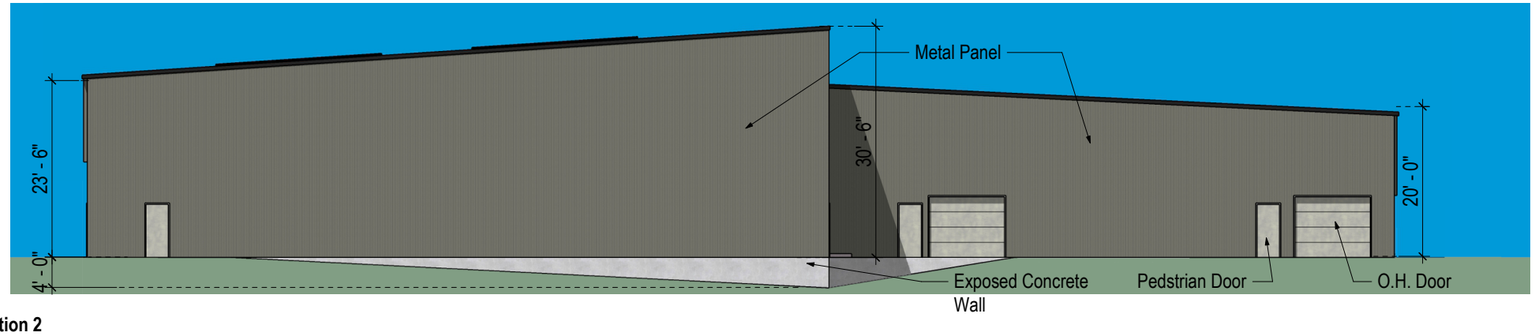
Madison Design Group
architecture · interior design · planning
6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

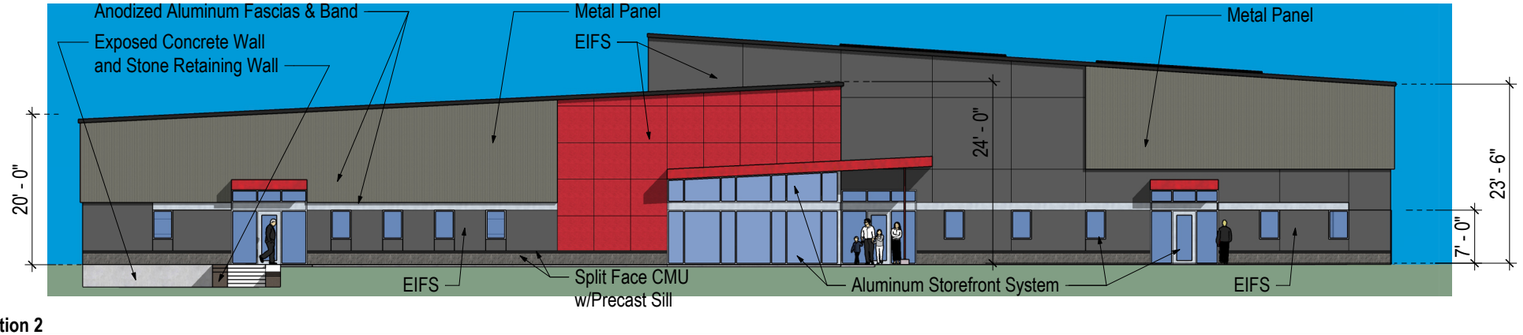
4313 Triangle St. Redevelopment

4313 Triangle St., McFarland, WI

3D View 2
05/27/21
21049



.East Elevation 2



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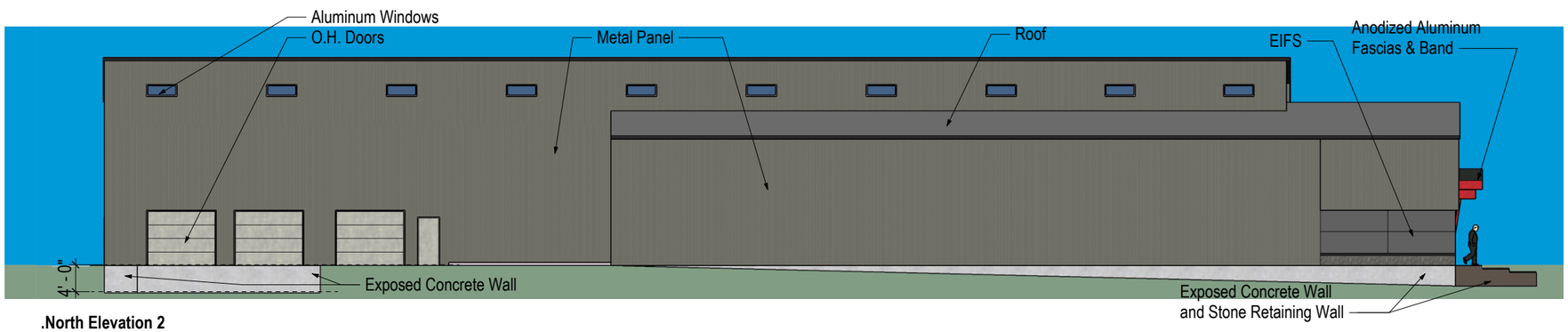

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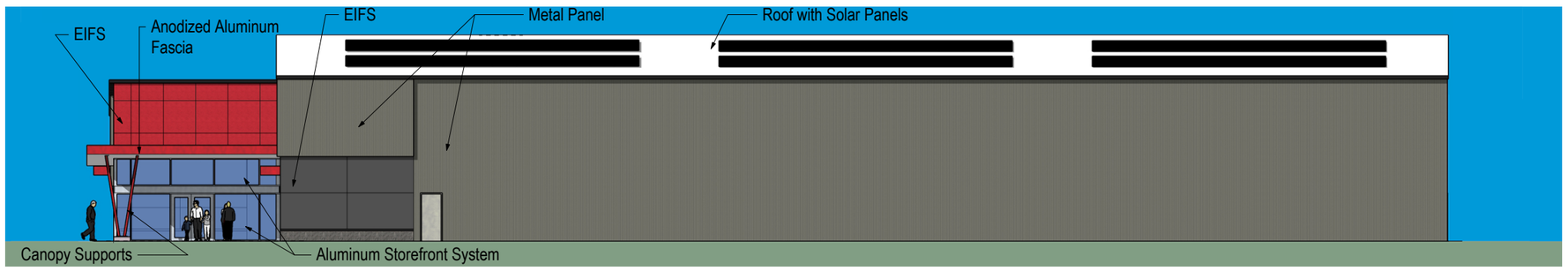

.South Elevation 2

0' 5' 10' 20'

4313 Triangle St. Redevelopment

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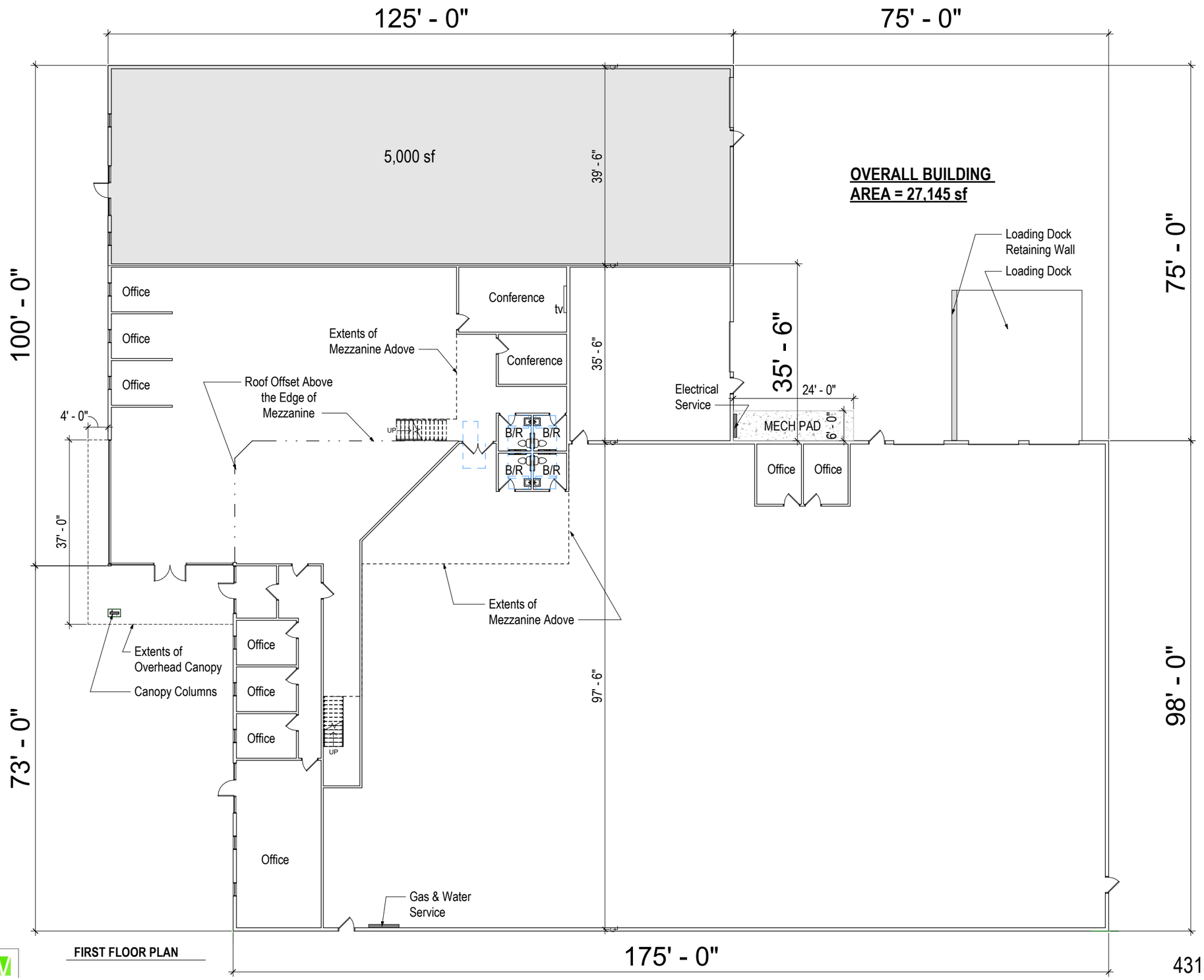
4313 Triangle St., McFarland, WI

EXTERIOR ELEVATIONS
05/27/2021
21045



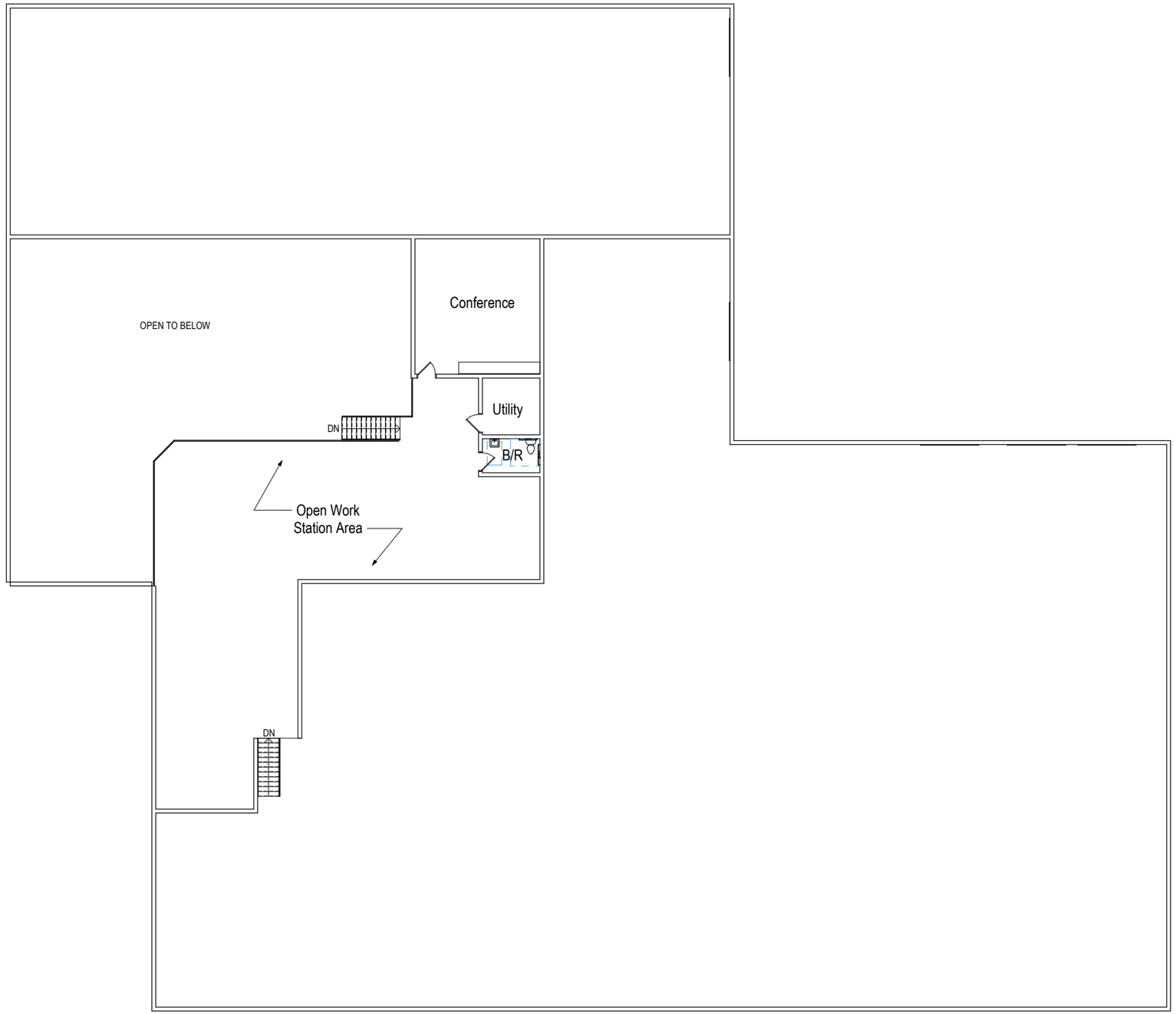
FIRST FLOOR PLAN

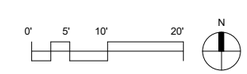
4313 Triangle St. Redevelopment

DIMENSION IV
Madison Design Group
architecture · interior design · planning
6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

4313 Triangle St., McFarland, WI

FIRST FLOOR PLAN
05/27/2021
21049





1 **MEZZANINE FLOOR PLAN**
1" = 10'-0"

DIMENSION IV
Madison Design Group
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6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

4313 Triangle St. Redevelopment

4313 Triangle St., McFarland, WI

MEZZANINE FLOOR PLAN
05/27/2021
21049

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL

1. PURPOSE

The attached policies, and associated application, have been adopted by the Village of McFarland for the purpose of guiding decisions related to requests for development incentives within Village tax increment financing (TIF) districts.

2. DISCLAIMER

The authority to make decisions regarding the use of TIF funds is vested solely in the Village Board of the Village of McFarland. This policy manual and associated application have been prepared by the Village to provide both Village Officials and applicants a consistent process and set of criteria for reviewing requests for TIF assistance. The actual amount of TIF assistance provided to a project will be determined at the discretion of the Village Board on the basis of need, risk, project characteristics, applicant qualifications and the degree to which the project meets the public objectives of the Village described in Section 3 General Objectives and Section 6 Evaluation Criteria. The Village Board reserves the right to amend or adjust these policies, and recommend any project the Village Board deems to be in the best interests of the Village of McFarland.

The Village Board also reserves the right to reject any and all applications, even those which satisfy all of the attached criteria for the use of TIF for any reason whatsoever, without regard for the viability of the project. The Village will provide the applicant with reasons for rejecting the application. Examples why a project may be rejected include but are not limited to: the Village's own capacity to fund the project, the scale of the project is too small, the project results in minimal public benefits, failure to meet one or more evaluation criteria, other existing Village, County or State funding programs are available for the proposed project, the project results in a tax exempt property, etc.

3. GENERAL OBJECTIVES FOR THE USE OF TAX INCREMENT FINANCING – DEVELOPMENT INCENTIVES

The overall objective of the program is to stimulate redevelopment of commercial, industrial, multi-family (4+ units) residential, and mixed-use properties within the boundaries of Village TIF districts. While TIF is an important and useful economic development tool, it is essential that it be used appropriately to accomplish the Village's economic development goals and objectives. A fundamental principle of tax increment financing is that it is designed to encourage development that would not otherwise occur, or would only occur to a lesser extent, "but for" the assistance provided through tax increment financing. It is the policy of the Village Board to consider the judicious use of TIF incentives for those projects that demonstrate a substantial and significant public benefit by:

- ✓ Eliminating blight, unhealthy, or unsafe conditions
- ✓ Strengthening the employment and economic base of the Village
- ✓ Increasing property values and tax revenues
- ✓ Fostering rehabilitation and conservation activities
- ✓ Installing, constructing, or reconstructing community amenities or utilities
- ✓ Implementing plans and development strategies adopted by the Village
- ✓ Implementing high-quality site and building designs and materials

4. ELIGIBLE COSTS

Allowable uses of TIF development incentives include, but are not limited to:

- ✓ Land acquisition and surveying
- ✓ Construction costs of new building and utility improvements (interior or exterior)
- ✓ Environmental audits or remediation
- ✓ Demolition of buildings and site grading to bring sites to shovel ready status
- ✓ Rehabilitation of existing structures and utilities (interior or exterior)
- ✓ Site improvements (parking, landscaping, lighting, stormwater, signage, etc.)
- ✓ Planning, legal, engineering, architectural, financing, permit costs and reasonable developer fees

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5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

Applications for TIF assistance require the applicant to indicate the type of financing method they are requesting from the Village from the list of options below. The list is ordered sequentially based on the Village's preferred methods of providing TIF assistance. Applicants seeking more advantageous financing terms (e.g. Tax Increment Loan at Project Start) should be aware that the Village reserves the right to both specify which form of financing the Village will offer based on the merits of the project AND to lower the amount of TIF assistance (i.e. as the Village incurs more risk the Village reserves the right to reduce the amount of assistance below the amount requested). The Village may also consider the use of a combination of financing methods.

- Pay-As-You-Go (Developer Financed Loan): Under a pay-as-you-go incentive the applicant finances the upfront costs related to the construction project and the Village agrees to make an annual payment back to the applicant starting with the first year the Village receives taxes from the improved property (i.e. two years after project completion). The terms of the annual payment are subject to the development agreement negotiated and signed by both parties. The terms are typically represented as a percentage of the annual tax increment collected over a set period of years (e.g. 90% of the actual tax increment collect over 10 years or until the total requested financing amount has been reached).

- Traditional Loan. The Village may provide financing in the form of a loan at project start (e.g. after completion of the development agreement and within 60 days of receiving all necessary building permits). The terms of the loan (i.e. interest rate, amortization schedule, collateral) will be negotiated as part of the development agreement. The Village may also consider the use of no-interest loans or loans with forgivable payments (e.g. waiving a final payment) to provide an additional incentive to the applicant based on the merits of the proposed project. The use of future tax increments generated from the project to pay back the loan from the Village is not applicable. Examples of this type of financing are usually part of a community façade improvement revolving loan program.

- Tax Increment Loan at Occupancy. The Village may provide financing in the form of a loan at occupancy. Under this form of financing the Village provides a cash payment at the time (e.g. within 60 days) the proposed applicant completes the project (i.e. receives a building occupancy permit from the Village). The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping has been installed on the property in accordance with approved site plans. The loan is paid back through future tax increments generated from the project.

- Tax Increment Loan at Project Start. The Village may provide financing in the form of a loan at the start of a project. Under this form of financing the Village provides a cash payment at the time the project starts (e.g. after completion of the development agreement and within 60 days of receiving all necessary building permits). The Village reserves the right to stagger payments to the applicant from the time of obtaining building permits to the time of receiving a building occupancy permit based on meeting predetermined construction milestones. The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping has been installed on the property in accordance with approved site plans. The loan is paid back through future tax increments generated from the project.

Applicants are advised that the Village will require certain financial and project completion guarantees. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instruments. In addition, the Village reserves the right to require an applicant to provide copies of paid invoices demonstrating actual costs incurred and to adjust accordingly any assistance provided by the Village in proportion to the ratio of estimated to actual project costs. **All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement**.

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6. EVALUATION CRITERIA – DEVELOPMENT INCENTIVE QUALIFICATIONS

The following criteria and qualifications will be used by the Village to evaluate requests for development incentives. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

- ☑ Location Criteria: The proposed project must be within the boundaries of a Village TIF district at the time of approval of a development agreement.

- ☑ Ownership Criteria: The applicant must be the owner of the property or have a written agreed option to purchase the property from the current owner at the time of approval of a development agreement. Proof of property ownership will be required prior to receiving financial assistance from the Village. Offer to be part of Develop. Agreement

- ☑ "But For" Criteria: The applicant must demonstrate to the Village's satisfaction that "but for" the TIF assistance, the project is not feasible on the proposed site, or would occur to a lesser extent, and that the public benefits described in Section 3 General Objectives would not be achieved. Project would occur to a lesser extent without proposed but for costs related to existing building removal, environmental issues

- ☒ Financial Capability Criteria: Each TIF application must include evidence that the applicant possesses the financial ability to complete and operate the project and will be liable for, or contribute equity of at least 15% of the total cost of the project. Proof of equity and private commercial lending commitment will be required prior to receiving financial assistance from the Village. Applicant proposes 14.75% equity, 14.75% Village contribution, and 70.5% commercial loan. Applicant equity short by $7,500

- ☑ Maximum Assistance Criteria[1]: The total amount of TIF assistance in support of a project is based on the form of incentives requested as described below and the overall value of the project to the community. For applicants requesting a combination of financing (e.g. pay-go and tax increment loan at occupancy) the maximum amount of assistance shall not exceed 30% of the estimated total project costs, with the final percentage within each form of financing determined by the Village Board. The Village at its discretion may include in the total percentage of project costs other costs incurred by the Village in support of bringing the subject property to shovel ready status (e.g. prior land acquisition costs, environmental remediation costs, public works costs, etc.).

  - ☐ For Pay-As-You-Go (Developer Financed) Agreements the maximum amount of assistance is capped at 30% of the estimated total project costs.
  - ☐ For Traditional Loan Agreements the maximum amount of assistance is capped at 20% of the estimated total project costs.
  - ☑ For Tax Increment Loan at Occupancy Agreements the maximum amount of assistance is capped at 20% of the estimated total project costs. Applicant has requested 14.75% of Total Project Costs. Actual TID contribution is 17.2% accounting for $75K in net loss between TID purchase ($475K) and sale price ($400K)
  - ☐ For Tax Increment Loan at Project Start Ag 10% of the estimated total project costs.

- ☒ Payback Period Criteria[1]: All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the Village (including applicable interest expenses) in support of the project according to the following terms:

  - ☐ For Pay-As-You-Go (Developer Financed) Agreements. Payments to the Developer shall commence with the first year in which the Village receives tax increment from the completed project and continue no longer then the year in which the applicable TID terminates, or until the maximum amount of assistance is reached, whichever comes first. In addition, the annual amount of tax increment applied toward retirement of the developer loan shall not exceed 90% of the actual annual amount of tax increment collected from the project, unless a higher percentage is granted by the Village Board.

[1] At the Village's discretion, the maximum amount of assistance and/or the payback period criteria may be modified for projects that demonstrate substantial merit (e.g. completion of LEED Certified Buildings, projects which lead to at least 50% of all jobs created with annual salaries (not including benefits) at or exceeding the median household income for the Village as reported by the U.S. Census, etc.).

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Payback is 14.4 years, which does not meet first part of criteria. Due to TID closing in 2027 only 5 years of increment can be collected; therefore, the project would have a negative cashflow of $353,835, to be absorbed by other revenue generated from the TID. To meet the target of no more than 12 years of increment the TIF Loan would need to be reduced to $390K. To cash flow the project prior to TID closure the TIF Loan would need to be reduced to $96,165. These figures assume no interest is charged on the TIF Loan.

- For Traditional Loan Agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the applicable TID terminates. Interest shall be charged based on current general obligation loan interest rates from the Wisconsin Board of Commissioners of Public Lands, for the applicable loan term, at the time of Village disbursement of funds, plus 0.15%.
- For Tax Increment Loan at Occupancy Agreements. Within 12 years starting with the year the loan is obtained and no longer then the year in which the applicable TID terminates.
- For Tax Increment Loan at Project Start Agreements. Within 7 years starting with the year the loan is obtained and no longer then the year in which the applicable TID Expenditure Period ends.

Financial/Project Assurances Criteria: The applicant must agree to provide financial and project completion guarantees to the Village. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. Applicant proposing $2,350,000 assessment guarantee, 77% of total project costs, and 87% of site and building hard costs.

Technical & Operational Capability Criteria: The applicant must provide evidence satisfactory to the Village that the applicant possesses the technical ability to complete the project or has obtained construction cost estimates from professional businesses capable of performing the work. Applicants must demonstrate that they have the ability to operate the proposed use. The Village may require applicants to submit copies of contracts with design professionals and construction contractor prior to receiving financial assistance from the Village. Quam Eng, Strang Arch., Bachmann Gen. Cont.

Insurance Criteria: Applicants shall furnish to the Village certificates of insurance for all insurance policies required under the development agreement prior to receiving financial assistance from the Village. To be included in DA

Adherence to Local Land Use Plans Criteria: The project is consistent with the Village of McFarland Comprehensive Land Use Plan, Village Building or Zoning Ordinances, or any other applicable plans and ordinances adopted by the Village which includes the subject property. Assuming site/design review permit by Plan Commission. Use is permitted within the M-IC District. Use and zoning consistent with Comprehensive Plan.

Adherence to TIF Project Plan Criteria: All requests for TIF assistance must clearly comply with the requirements of the Wisconsin TIF Statutes and the Village's adopted TID Project Plan applicable to the subject property.

Creation of Tax Increment Criteria: The project will not result in a tax exempt property, aside from any remnant portions of a parcel which are specifically dedicated to the Village for public use. Applicants will be required to return any TIF assistance provided to the Village if during the terms of the development agreement the property becomes exempt from property taxes.

Applicant in Good Standing Criteria: The applicant does not have a history of delinquent property tax payments or own any property within the Village with known zoning or building code violations.

Absence of Conflict of Interest Criteria: The applicant is not a member of the Village Board or a Village Committee, or any other official, employee, or agent of the Village who is authorized to exercise policy decision-making functions or responsibilities in connection with the application.

Application Criteria: A completed application, fee, and escrow have been filed with the Village Community Development Director.

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Village of McFarland TID #3 4313 Triangle Street - CTW/Wisco Cabinets - FUNDING ALTERNATIVE 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
IMPROV. DURING YEAR	BEGINNING OF YEAR VALUE	EST. GROWTH IN VALUE FROM NEW DEVELOP.[1]	CUMULATIVE VALUE	INFLATION INCREMENT[2]	END OF YEAR VALUE	TAX INCREMENT VALUE	TAX VALUE YEAR	TAX RATE[3] $1,000	TAX INCREMENT COLLECTED	COLLECTION YEAR	TIF PAYMENT TO CTW[4]	ANNUAL CASH FLOW TO THE TID	CUMULATIVE PRJ FUND BALANCE[5]	PAYMENT YEAR
2018	$250,000	$0	$250,000	$0	$250,000	$0	2019	$20.06	$0	2020	$0	$0	($475,000)	2020
2019	$250,000	$0	$250,000	$0	$250,000	$0	2020	$19.45	$0	2021	($400,000)	$400,000	($75,000)	2021
2020	$250,000	$0	$250,000	$0	$250,000	$0	2021	$19.45	$0	2022	$450,000	($450,000)	($525,000)	2022
2021	$0	$1,290,034	$1,762,500	$0	$1,762,500	$1,290,034	2022	$19.45	$25,091	2023	$0	$25,091	($499,909)	2023
2022	$1,762,500	$587,500	$2,350,000	$0	$2,350,000	$1,877,534	2023	$19.45	$36,518	2024	$0	$36,518	($463,390)	2024
2023	$2,350,000	$0	$2,350,000	$0	$2,350,000	$1,877,534	2024	$19.45	$36,518	2025	$0	$36,518	($426,872)	2025
2024	$2,350,000	$0	$2,350,000	$0	$2,350,000	$1,877,534	2025	$19.45	$36,518	2026	$0	$36,518	($390,353)	2026
2025	$2,350,000	$0	$2,350,000	$0	$2,350,000	$1,877,534	2026	$19.45	$36,518	2027	$0	$36,518	($353,835)	2027
	Totals	**$1,877,534**		**$0**					**$171,165**		**$50,000**			

ASSUMPTIONS

1. Assumes $2,350,000 assessment gaurantee upon completion of the project minus $472,466 Base Value. Due to construction timing, assumes 75% of this value as of 1-1-2022 and 100% as of 1-1-2023.
2. No Inflation or deflation of assessment values
3. No changes in tax rate
4. Includes proposed proceeds from sale to CTW ($400K), plus proposed $450K TIF Loan. Net TIF Payment to CTW = $50,000.
5. Includes TID investment of $475,000 to acquire the property in 2020

TID DATES

Creation Date: 08-09-2004
Expenditure Period: 08-09-2022
Termination Date: 08-09-2027

Village of McFarland TID #3 4313 Triangle Street - CTW/Wisco Cabinets - FUNDING ALTERNATIVE 2

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
IMPROV. DURING YEAR	BEGINNING OF YEAR VALUE	EST. GROWTH IN VALUE FROM NEW DEVELOP.[1]	CUMULATIVE VALUE	INFLATION INCREMENT[2]	END OF YEAR VALUE	TAX INCREMENT VALUE	TAX VALUE YEAR	TAX RATE[3] $1,000	TAX INCREMENT COLLECTED	COLLECTION YEAR	TIF PAYMENT TO CTW[4]	ANNUAL CASH FLOW TO THE TID	CUMULATIVE PRJ FUND BALANCE[5]	PAYMENT YEAR
2018	$250,000	$0	$250,000	$0	$250,000	$0	2019	$20.06	$0	2020	$0	$0	($475,000)	2020
2019	$250,000	$0	$250,000	$0	$250,000	$0	2020	$19.45	$0	2021	$0	$0	($475,000)	2021
2020	$250,000	$0	$250,000	$0	$250,000	$0	2021	$19.45	$0	2022	$25,000	($25,000)	($500,000)	2022
2021	$0	$1,290,034	$1,762,500	$0	$1,762,500	$1,290,034	2022	$19.45	$25,091	2023	$0	$25,091	($474,909)	2023
2022	$1,762,500	$587,500	$2,350,000	$0	$2,350,000	$1,877,534	2023	$19.45	$36,518	2024	$0	$36,518	($438,390)	2024
2023	$2,350,000	$0	$2,350,000	$0	$2,350,000	$1,877,534	2024	$19.45	$36,518	2025	$0	$36,518	($401,872)	2025
2024	$2,350,000	$0	$2,350,000	$0	$2,350,000	$1,877,534	2025	$19.45	$36,518	2026	$0	$36,518	($365,353)	2026
2025	$2,350,000	$0	$2,350,000	$0	$2,350,000	$1,877,534	2026	$19.45	$36,518	2027	$0	$36,518	($328,835)	2027
	Totals	**$1,877,534**		**$0**					**$171,165**		**$25,000**			

ASSUMPTIONS

1. Assumes $2,350,000 assessment gaurantee upon completion of the project minus $472,466 Base Value. Due to construction timing, assumes 75% of this value as of 1-1-2022 and 100% as of 1-1-2023.
2. No Inflation or deflation of assessment values
3. No changes in tax rate
4. Includes Tax Increment Loan at Occupancy payment of $25,000
5. Includes TID investment of $475,000 to acquire the property in 2020

TID DATES

Creation Date: 08-09-2004
Expenditure Period: 08-09-2022
Termination Date: 08-09-2027

Village of McFarland **TID #3** **ADDITIONAL DEVELOPMENT/INCENTIVES CTW & WVP4 + $5.3M IN NEW DEBT SERVICE (draft 5.27.2021)**

L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC
PAYMENT YEAR	CAPITAL EXPENDITURE COSTS[1]	ANNUAL DEBT SERVICE[2]	INTEREST ON ADVANCES	ADMIN & OTHER COSTS[3]	SUBSIDY[4] TO TID #4	SUBSIDY[4] TO TID #5	TOTAL USES TID FUNDS	TAX INCREMENT COLLECTED	DEBT ISSUED / PREMIUM	DEVELOP GAURAN	TRANSFER FROM TID #4	TRANSFER FROM TID #5	OTHER INCOME[4]	INVESTM INCOME[5]	TOTAL SOURCES TID FUNDS	ANNUAL CASH FLOW	TID FUND BALANCE
2004	*$1,964,250*	*$28,100*	*$5,749*	*$30,166*	*$0*	*$0*	*$2,028,265*	*$0*	*$1,535,000*	*$0*	*$0*	*$0*	*$0*	*$0*	*$1,535,000*	*($493,265)*	*($493,265)*
2005	*$627,599*	*$32,359*	*$4,089*	*$42,640*	*$0*	*$0*	*$706,687*	*$0*	*$1,421,545*	*$0*	*$0*	*$0*	*$0*	*$25,513*	*$1,447,058*	*$740,371*	*$247,106*
2006	*$510,890*	*$173,727*	*$7,531*	*$40,350*	*$0*	*$0*	*$732,498*	*$164,170*	*$0*	*$0*	*$0*	*$0*	*$15,896*	*$0*	*$180,066*	*($552,432)*	*($305,326)*
2007	*$162,146*	*$115,091*	*$14,149*	*$36,816*	*$0*	*$0*	*$328,202*	*$331,293*	*$0*	*$0*	*$0*	*$0*	*$19,525*	*$0*	*$350,818*	*$22,616*	*($282,710)*
2008	*$693,101*	*$212,218*	*$6,928*	*$40,363*	*$0*	*$0*	*$952,610*	*$462,568*	*$4,442,234*	*$0*	*$0*	*$0*	*$17,145*	*$420*	*$4,922,367*	*$3,969,757*	*$3,687,047*
2009	*$26,588*	*$3,520,964*	*$0*	*$33,342*	*$0*	*$0*	*$3,580,894*	*$712,470*	*$0*	*$16,346*	*$0*	*$0*	*$14,139*	*$3,534*	*$746,489*	*($2,834,405)*	*$852,642*
2010	*$134,363*	*$533,986*	*$0*	*$56,908*	*$0*	*$0*	*$725,257*	*$829,770*	*$0*	*$28,278*	*$0*	*$0*	*$18,806*	*$596*	*$877,450*	*$152,193*	*$1,004,835*
2011	*$11,095*	*$539,449*	*$0*	*$38,151*	*$0*	*$0*	*$588,695*	*$802,316*	*$0*	*$33,804*	*$0*	*$0*	*$26,373*	*$472*	*$862,965*	*$274,270*	*$1,279,105*
2012	*$143,530*	*$538,311*	*$0*	*$42,670*	*$0*	*$0*	*$724,511*	*$753,774*	*$0*	*$0*	*$0*	*$0*	*$25,098*	*$631*	*$779,503*	*$54,992*	*$1,334,097*
2013	*$239,332*	*$540,376*	*$0*	*$35,609*	*$0*	*$0*	*$815,317*	*$710,116*	*$0*	*$80,104*	*$0*	*$0*	*$26,274*	*$445*	*$816,939*	*$1,622*	*$1,335,719*
2014	*$6,139*	*$485,728*	*$0*	*$44,727*	*$0*	*$0*	*$536,594*	*$704,314*	*$0*	*$94,120*	*$0*	*$0*	*$11,789*	*$416*	*$810,639*	*$274,045*	*$1,609,764*
2015	*$0*	*$487,064*	*$0*	*$44,338*	*$0*	*$0*	*$531,402*	*$778,000*	*$0*	*$90,966*	*$0*	*$0*	*$4,784*	*$802*	*$874,552*	*$343,150*	*$1,952,914*
2016	*$545,584*	*$671,076*	*$0*	*$65,929*	*$843,658*	*$0*	*$2,126,247*	*$767,184*	*$0*	*$119,151*	*$0*	*$0*	*$3,988*	*$9,421*	*$899,744*	*($1,226,503)*	*$726,411*
2017	*$0*	*$66,406*	*$0*	*$52,536*		*$0*	*$118,942*	*$796,300*	*$0*	*$41,432*	*$0*	*$0*	*$5,466*	*$4,818*	*$848,016*	*$729,074*	*$1,455,485*
2018	*$708,800*	*$66,406*	*$0*	*$49,912*	*$245,470*	*$0*	*$1,070,588*	*$821,442*	*$0*	*$0*	*$0*	*$0*	*$5,547*	*$15,418*	*$842,407*	*($228,181)*	*$1,227,304*
2019	*$9,200*	*$326,406*	*$0*	*$41,457*	*$79,213*	*$0*	*$456,276*	*$871,381*	*$0*	*$0*	*$0*	*$0*	*$5,681*	*$32,992*	*$910,054*	*$453,778*	*$1,681,082*
2020	*$813,609*	*$324,056*	*$0*	*$53,611*	*$217,841*	*$350,000*	*$1,759,117*	*$828,009*	*$0*	*$29,953*	*$0*	*$0*	*$52,943*	*$10,154*	*$921,059*	*($838,058)*	*$843,024*
2021	$337,500	$325,894	$0	$67,750	$64,800	$0	$795,944	$930,641	$0	$0	$51,479	$43,750	$47,000	$1,000	$1,073,870	$277,926	$1,120,950
2022	$285,000	$322,000	$0	$67,750	$172,000	$0	$846,750	$950,462	$0	$0	$51,479	$43,750	$47,000	$1,000	$1,093,691	$246,941	$1,367,891
2023	$0	$1,447,457	$0	$67,750	$0	$0	$1,515,207	$1,024,373	$0	$0	$51,479	$43,750	$47,000	$1,000	$1,167,602	($347,605)	$1,020,285
2024	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,062,015	$0	$0	$51,479	$54,688	$47,000	$1,000	$1,216,182	$19,700	$1,039,985
2025	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,124,338	$0	$0	$51,479	$54,688	$47,000	$1,000	$1,278,504	$82,022	$1,122,007
2026	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,124,338	$0	$0	$51,479	$54,688	$47,000	$1,000	$1,278,504	$82,022	$1,204,029
2027	$0	$1,128,732	$0	$67,750	$0	$0	$1,196,482	$1,124,338	$0	$0	$51,482	$54,688	$47,000	$1,000	$1,278,507	$82,025	$1,286,055
TOTAL	**$7,218,726**	**$15,272,003**	**$38,446**	**$1,223,775**	**$1,622,982**	**$350,000**	**$25,725,932**	**$17,673,611**	**$7,398,779**	**$534,154**	**$360,356**	**$350,000**	**$582,454**	**$112,632**			
2021-2027	*$622,500*	*$6,610,280*	*$0*	*$474,250*	*$236,800*	*$0*	*$7,943,830*	*$7,340,504*	*$0*	*$0*	*$360,356*	*$350,000*	*$329,000*	*$7,000*			

ASSUMPTION

1. Includes Develop Incentives (2021 remaining Ezra 50%, 2022 CTW $25,000, 2022 WVP4 $260K)
2. Includes remaining payment schedule for 2008 GO Bond plus $5.3M in new debt service for Terminal Drive and Triangle Street Reconstruction financed at 2.5% fixed over 5 years
3. Administration Costs remaining years based on 2021 Budget
4. Subsidy to TID #4 for 2021 includes 5817 Milwaukee Demo + 5923 Exchange Street Incentive; 2022 5411 Bashford Street Incentive)
5. Other Income (Exempt Computer Aid, Licenses and Permits, Rent, Misc) remaining years based on 2021 Budget
6. Investment Income (0.1%) and Interest on Advances

TID DATES

Creation Date: 08-09-2004
Expenditure Period: 08-09-2022
Termination Date: 08-09-2027

Actual Values as reported from Village Compiled Financial Statements

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, June 2, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board regarding Resolution 2021-14: A Resolution Authorizing the Village President and Clerk to Execute a Real Estate Acquisition And Development Agreement With 5411 Bashford Street LLC.**

PREVIOUS ACTION:

November 4, 2020, 5411 Bashford LLC (Dan Chin Homes) pre-application meeting with the Community Development Authority.
November 16, 2020, 5411 Bashford LLC pre-application meeting with the Plan Commission.
March 3rd, 2021 Community Development Authority recommendation of a Tax Increment Finance Development Incentives Application for 5411 Bashford LLC.
March 15th, 2021 Plan Commission approval of a Conditional Use Permit and Site/Design Review Permit for 5411 Bashford LLC.
March 22nd, 2021 Village Board approval of a Tax Increment Finance Development Incentives Application for 5411 Bashford LLC.
April 12th, 2021 Village Board introduction of Resolution 2021-10: Resolution to Discontinue Portion of Johnson Street ROW.
May 3rd, 2021 McFarland School Board approval of Dedication of Right-of-Way at 6009 Johnson Street.
May 17th, 2021 Plan Commission unanimous recommendation to the Village Board to approve Resolution 2021-10.
May 24th, 2021 Village Board public hearing on Resolution 2021-10: Resolution to Discontinue a portion of Johnson Street.
May 24th, 2021 Village Board approval of Resolution 2021-15: Resolution Accepting Dedication of Right-Of-Way of Johnson Street from McFarland School District.

ISSUE SUMMARY:

Resolution 2021-14 is a resolution authorizing a Real Estate Acquisition and Development Agreement with 5411 Bashford LLC (Dan Chin Homes) for 5411 Bashford Street. The Development Agreement has been prepared by the Village Attorney based on the prior review and approval of a Tax Increment Financing Development Incentives Application for this project by the CDA & Village Board in the amount of $172,000, TIF Loan at Occupancy, plus sale of the property for $1.00 (land donation of $60,000), for a total incentive of $232,000. The Development Agreement provides for a minimum assessment guarantee of $1,110,000 through the life of the TID or until payment to the Village of aggregate tax increments attributable to the

property in the amount of $232,000.

FINANCIAL/BUDGET IMPACT:

5411 Bashford Street is within Tax Increment District #4. This agenda item is part of the continuation of a Tax Increment Finance Development Incentives Application by 5411 Bashford LLC (Dan Chin Homes) approved by the Village Board on March 22nd, 2021. The applicant has estimated a total construction project budget of $1,503,740. The applicant estimates a property assessment value of $1,110,000 upon project completion, effective January 1, 2022. A building of this value would generate an estimated growth in the value of the property of $1,035,100, subtracting the value of the property at the time of TID creation ($74,900), and $20,133 in annual tax increment beginning in year 2023; with a total estimated tax increment collection of $241,595 prior to closure of TID #4, assuming no changes in the property valuation or tax rate.

VILLAGE PLAN REFERENCE:

The property is identified within the Downtown future land use category within the Village's 2017 Comprehensive Plan. Figure 4.1 of the plan, provides a general description of preferred land uses including commercial services, retail, restaurants, lodging, office, multiple family residential (mainly in upper stories), and institutional including on site and/or buildings that mix uses. Figure 4.1 further recommends development policies including arranging uses in a bike and pedestrian oriented environment with off- and on-street parking; minimal building setbacks; and building materials, designs, placement, and scale that are compatible with existing development form. The project also supports the following plan policies and objectives:

- Actively promoting infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal and Triangle Drive, Highway 51, Farwell Street, and the downtown area.
- Preserve and enhance the historic character of the downtown and older Village neighborhoods, while encouraging compatible infill, redevelopment, and rehabilitation of buildings and sites.
- Proactively work to retain and grow existing businesses.
- Guide new Village housing to planned neighborhoods and mixed use areas with convenient access to commercial and recreational facilities, transportation, schools, shopping, services, and jobs.

ORDINANCE REFERENCE:

The property is zoned C-C Central Commercial. The purpose of the C-C District is to accommodate those retail, service, and office uses characteristic of the original downtown area of McFarland.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Resolution 2021-14 is presented for recommendation to the Village Board.

ATTACHMENTS:

1. 2021-14 Resolution Approving 5411 Bashford Development Agreement

VILLAGE OF
McFarland

2. Bashford Chin Development Agreement (5-7-21 Clean)

RESOLUTION 2021-14

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT WITH 5411 BASHFORD, LLC.

WHEREAS, 5411 Bashford, LLC has proposed to purchase a parcel of land owned by the Village at 5411 Bashford Street in the Village and within the boundaries of Tax Incremental District No. 4, Village of McFarland ("TID #4") for the construction and operation of a mixed-use building; and

WHEREAS, the Village staff have negotiated the proposed agreement attached hereto as Exhibit A establishing the terms and conditions on which the sale would take place; and

WHEREAS, the Community Development Authority of the Village of McFarland ("CDA") has reviewed the proposed project and agreement and has recommended that the Village Board approve the terms and conditions thereof; and

WHEREAS, the Village Board finds that the sale of the land and the provision of tax incremental financing assistance on the terms and conditions contained in the agreement will expand the Village's tax base, improve the conditions in and around the property and promote the economic development of the Village, all as intended by the project plan for TID #4 and the proposed agreement is in the public interest; and

NOW, THEREFORE, BE IT RESOLVED, that the agreement attached as Exhibit A is hereby approved and the Village President and Clerk-Treasurer are authorized to execute and deliver said agreement on behalf of the Village.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve and execute any deeds, closing statements, title affidavits and other customary documents and to take such other actions as may be reasonable and necessary to complete the transaction contemplated by Exhibit A on behalf of the Village.

Adopted at a regular meeting of the Village Board this 14th day of June, 2021.

APPROVED:

_____
Carolyn A. Clow, Village President

ATTEST:

_____
Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-14	
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brassington	Rupert
Clow	St. Clair
Flaherty	Wreh
Nelson	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT
MCFARLAND, WISCONSIN

This Real Estate Acquisition and Development Agreement ("Agreement") is entered into as of the ____ day of June 2021, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and 5411 Bashford LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. The Village owns certain land which it is holding for purposes of redevelopment.

B. Developer desires to acquire those lands described in Article II.A. below (the "Property") in order to redevelop the Property with a new mixed-use building and related site improvements;

C. The Village is willing to convey the Property to Developer, and to assist Developer by providing funding to defray a portion of the costs of the development of the Project (as defined below) consistent with the terms and conditions of this Agreement, specifying how the construction of the Project and provision of the development assistance shall be accomplished.

D. The Property is located within the boundaries of Tax Incremental District No. 4, Village of McFarland ("TID #4"), which was created to encourage redevelopment within the Village.

E. The Property was identified as appropriate for mixed-use development in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was also identified as a redevelopment site in the TID #4 Project Plan adopted January 14, 2008.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS/EXHIBITS

A. Definitions. As used in this Agreement, the following terms when having an initial capital letter shall have the following meanings:

1. Agreement. This Agreement between the Village, Developer, as amended and supplemented from time to time.

2. Plans and Specifications. The construction plans and specifications for the Project, as approved by the Village in connection with the redevelopment of the Property and the issuance of building permits for the Project.

3. Project. The development of a mixed-use project comprised of a new building containing 3 apartment units and approximately 2,850ft^2 of commercial space with those features and amenities identified in Exhibit A and the Plans and Specifications.

4. Property. The land described in Section II.A. below when owned by Developer and leased to Developer along with any lands reverting thereto as a result of vacation of adjacent public road right-of-way.

5. TID #4. Tax Incremental District No. 4, Village of McFarland, Wisconsin.

6. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to TID #4.

7. Tax Increments. The tax increments derived from the Project which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.

B. **Exhibits.** The following exhibits are attached to and incorporated into this Agreement:

Exhibit A	TIF Application
Exhibit B	Proposed Road Vacation
Exhibit C	Guarantees
Exhibit D	Fixed Rate Note
Exhibit E	Real Estate Mortgage

ARTICLE II
CONVEYANCE OF REAL ESTATE

A. Sale and Purchase of Property. On the terms set forth in this Agreement, the Village agrees to sell, and Developer agrees to purchase from the Village, the Property which is legally described as follows:

> The southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland, except lands conveyed to the Village of McFarland for street right-of-way as described in the Award of Compensation recorded in the Office of the Register of Deeds for Dane County in Vol. 7889 of Records as Document No. 1925694, and except the following portion of said Lot 9 to be dedicated to the public for highway purposes:
>
> COMMENCING at the most Southerly corner of Lot 8 of said Block 1 of Johnson's Addition, lying on the Northwesterly right-of-way line of Johnson Street; thence, along said Northwesterly right-of-way line and the Southeasterly line of said Block 1, North 46°51'16" East, 138.03 feet to the POINT OF BEGINNING;
>
> thence, leaving said Northwesterly right-of-way line and Southeasterly Block line, North 70°07'27" West, 67.33 feet to its intersection with a line lying 60.00 feet

Northwesterly, as measured at right angles and parallel to, said Southeasterly line of Block 1; thence, along said parallel line, North 46°51'16" East, 5.70 feet to the Southerly right-of-way line of Bashford Street per Document No. 1925694 of Dane County Records; thence, along said Southerly right-of-way line, South 69°35'24" East, 67.01 feet to aforesaid Northwesterly right-of-way line of Johnson Street and Southeasterly line of Block 1; thence, along said Northwesterly right-of-way and Southeasterly Block line, South 46°51'16" West, 5.00 feet to the POINT OF BEGINNING.

B. Purchase Price. The purchase price for the Property shall be One Dollar ($1.00) payable in cash at Closing (as defined below).

C. Deed and Conveyance. The Village shall convey the Property to Developer by warranty deed (the "Deed"), free and clear of all liens and encumbrances except municipal and zoning ordinances, general taxes for the year of closing, and such other matters as may be approved, or objections thereto waived, pursuant to Sections II.E. or II.F. of this Agreement (collectively, "Permitted Encumbrances").

D. Closing. The closing of this transaction ("Closing") shall take place on or before June 28, 2021 ("Closing Date"), at the Madison, Wisconsin office of First American Title Insurance Company, or at such other time and place as may be agreed to by the parties in writing. At the Closing, all general real estate taxes for the year of Closing, rents and other expenses related to the Property shall be prorated by Developer and the Village as of the Closing Date. Village shall pay the Wisconsin Real Estate Transfer Fee, if any, applicable to the conveyance of the Property to Developer.

E. Evidence of Title.

(1) On or before June 17, 2021, the Village will provide Developer with a commitment for a policy of title insurance (the "Commitment") issued by First American Title Insurance Company ("Title Company"), showing the condition of title to the Property as of a date not more than fifteen days prior to the effective date of the Commitment.

(2) Developer shall have until June 22, 2021 in which to provide the Village with written notice of any objections ("Objection Notice") to matters of title reflected in the Commitment.

(3) Village shall have fifteen (15) days after the receipt of an Objection Notice from Developer (the "Cure Period") in which to cure or remove such objectionable items and the closing shall be postponed to the extent necessary to accommodate the Cure Period. Village shall be obligated to remove any mortgages, liens, special assessments and special charges encumbering the Property prior to or upon Closing, and to use commercially reasonable efforts to cure or remove other objectionable items within the Cure Period, provided, however, that the Village shall have no obligation to attempt to vacate public highways or utility easements affecting the

Property except as provided in Section II.F(4) below. If such other objectionable items remain at the end of the Cure Period, Developer shall have the option to either: (i) terminate this Agreement by written notice to the Village delivered within three (3) days after the expirtion of the Cure Period or (ii) accept title in the condition reflected in the Commitment, including such previously objected to matters as the Village was unable to cure, in which case, such waived objection(s) shall be considered additional Permitted Encumbrances to the deed by which conveyance of the Property is made and the Village's warranty of title.

(4) Costs of title, including, without limitation, the Commitment, search and related fees, closing fees and title policy premium (including a gap endorsement) and related charges shall be paid by the Village.

F. Contingencies. Developer's obligation to conclude this transaction shall be contingent on the following:

(1) *Warranties True at Closing.* All of the Village's warranties and representations in this Agreement shall be true, complete and correct as of Closing.

(2) *Compliance with Agreements.* Village shall have performed and complied with all agreements and conditions required in this Agreement to be performed and complied with by Village prior to or at the Closing.

(3) *Permits /Variances.* Developer shall have received all governmental authorizations deemed necessary by Developer to permit construction and operation of the Project. Village agrees to use reasonable efforts to cooperate with Developer to obtain such approvals, permits, variances or waivers. This contingency shall be deemed waived unless Developer provides written notice to the Village on or before June 25, 2021 that it has been unable to obtain such authorizations and elects to terminate this Agreement.

(4) *Partial Vacation of Johnson Street Right-of Way.* The Village shall have discontinued that portion of the public right-of-way of Johnson Street adjacent to the Property as shown on **Exhibit B**. Developer acknowledges that the southeasterly portion of the discontinued roadway will be subject to a public utility easement, and such easement shall be considered a Permitted Encumbrance to title. The Village shall initiate and diligently pursue the discontinuance process, but Developer acknowledges and agrees that the Village's governing body retains the governmental discretion to reject or modify the proposed discontinuance after considering public comments, including those made at a public hearing. Developer further acknowledges that the width of Johnson Street adjacent to the Property will be substandard unless the Village is able to acquire additional right-of-way to the east on reasonable terms and conditions, and the inability to do so may result in rejection of the proposed discontinuance. If this contingency is not satisfied on or before June 14, 2021, this Agreement shall terminate.

G. Possession and Access. Village shall deliver possession of the Property to Developer on the Closing Date. Village hereby grants to Developer, for itself and its agents and contractors, a right of access to the Property at reasonable times after execution of this Agreement and prior to Closing to make inspections, tests and surveys as determined by Developer, at Developer's expense. Developer shall indemnify and hold Village, harmless from any and all liability for injury or damage to persons or property arising out of Developer's exercise of the rights granted under this Section II.G. except to the extent caused by the active negligence or misconduct of Village and, in the event this transaction fails to close for any reason whatsoever, Developer shall restore the Property, to the extent practicable, to the condition it was in immediately prior to the exercise of such rights. Developer shall assure that all contractors and other parties performing any testing or other activities on the Property are timely paid and that no lien attaches to the Property as a result of any such activities, and shall take all actions necessary to satisfy or remove any lien which so attaches.

H. Real Estate Broker. The Village shall be solely responsible for payment of any commission or fee to any real estate agent or broker retained by the Village payable as a result of this transaction, and Developer shall be solely responsible for payment of any commission or fee to any broker or agent retained by Developer.

I. Representation of Village. Village represents and warrants to Developer, and covenants with Developer that:

(1) *Authority to Act.* The Village has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver the Deed and each and every other instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Village will result in the breach of any charter, contract, restriction, covenant or agreement, or order, judgment or decree by which Village is bound or affected.

(2) *Authority of Signatories.* Each individual signing on behalf of the Village is duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Village, and such signatures are sufficient to bind the Village hereto.

(3) *Condemnation.* The Village has no notice or knowledge of any proceeding pending for condemnation or other taking by eminent domain of the Property or any part thereof, and, to the knowledge of Village, no such proceeding is threatened.

(4) *Bankruptcy and Foreclosure.* Neither the Property nor Village is the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

(5) *Litigation.* Village has no notice or knowledge of any claims, legal actions, suits, arbitrations, or other legal or administrative proceedings against Village or the

Property pending or threatened, which will in any way affect the Property or the consummation of this transaction;

(6) *Condition of Soil.* The Village has no notice or knowledge that the sub-surface condition of the Property is unsuitable for construction of the proposed Project, or that there are unusual sub-surface conditions at the Property which would render the construction of such Project unusually difficult or expensive.

(7) *Violations of law.* The Village has no notice or knowledge of any violations of any laws, ordinances, orders or regulations issued by public authorities pertaining to health, safety, fire or otherwise affecting or pertaining to the Property; and Village has no notice or knowledge of any pending investigations or proceedings pertaining to any of the same;

(8) *Environmental.* The Village has no notice or knowledge of any condition on the Property which violates any environmental, hazardous or toxic substance or waste, sewage, building, underground storage tank or other federal, state or local law, code, ordinance or regulation; nor any notice or knowledge that the Property contains any toxic substance or hazardous waste, as those terms are defined by any local governmental authority, Federal or state law or regulation, including without limitation the Comprehensive Environmental Recovery, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, or petroleum, petroleum products and oil (collectively, "Hazardous Substances"), and to Village's knowledge the Property does not contain any underground storage tanks, surface impoundment, lagoon, or other storage facility or landfill or similar waste disposal area. Developer is aware that an underground storage tank was previously removed from the Property and the Wisconsin Department of Natural Resources issued a "No Action Required" determination for the site.

(9) *Possession/Occupancy.* There are no persons, in possession or occupancy of the Property or any part thereof, nor are there any other persons who have possessory rights in respect to the Property or any part thereof.

J. Representations of Developer. Developer each represent and warrant to the Village and covenant with the Village that:

(1) *Authority to Act.* It has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution and delivery, nor performance of this Agreement, will result in the breach of any contract, covenant or agreement, or order, judgment or decree by which such party is bound or affected.

(2) *Authority of Signatories.* The individuals signing on behalf of such party are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of such entity, and such signatures are sufficient to bind such party hereto.

K. Condemnation. In the event of a material taking or taking for use of all or any part of the Property by eminent domain, or the commencement of proceedings therefor, at or prior to the Closing, Developer, by notice in writing given prior to closing and within five (5) business days after it receives notice of such intended taking, shall have the right to terminate this Agreement, in which event this Agreement shall wholly cease and terminate or Developer may consummate this transaction and in that event Developer shall have the sole right to any award made for such taking.

L. Additional Documents. The parties will, upon request of either party at any time after the closing, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and deeds, as may be reasonably necessary to carry out the purposes and intent of this Agreement.

M. Notices. Any notice required or permitted to be given hereunder by the parties may be delivered personally, sent electronically via e-mail or facsimile or delivered by nationally recognized commercial overnight courier. Notices shall be addressed as follows:

IF TO VILLAGE:	Village of McFarland 5915 Milwaukee Street McFarland, WI 53558 Attn: Village Administrator Email: Matt.Schuenke@mcfarland.wi.us
COPY TO:	Allen D. Reuter Reuter, Whitish & Evans, S.C. 44 East Mifflin Street, Suite 306 Madison, WI 53073-2895 Email: areuter@rwelaw.net
IF TO DEVELOPER:	5411 Bashford LLC 5920 Exchange Street McFarland, WI 53558

Notices personally delivered or sent electronically via email or facsimile shall be deemed received when given, if prior to 3:00 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

N. Subsequent Conveyance by Developer. Commencing on the date of occupancy permit issuance for the Project, and continuing until termination of TID #4, Developer shall not, without the prior approval of Village, in Village's sole discretion, allow the Property to be put to any use that would render it fully or partially exempt from real property taxes, and Developer shall not convey the Property to any entity unless such entity agrees in writing to be bound by the provisions of this section and Section III.B. to the same extent as Developer. No sale of the Property or any part thereof by Developer shall terminate the obligations set forth in this Agreement of either the Developer or any Guarantors, unless Village approves the assignment of such obligations in writing, which approval shall not be unreasonably withheld.

O. Permits and Approvals. The Village shall reasonably assist Developer in obtaining all necessary governmental authorizations for the construction and operation of the Project as contemplated by this Agreement, provided, however, that nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such authorization, nor to guaranty that any authorization will be granted. The parties acknowledge that such approvals will be granted or denied in accordance with applicable legal requirements.

P. Survival of Terms. In the event this Agreement is terminated as permitted under Sections II.E., II.F. or II.K or for any other reason, such termination shall not affect (a) any obligation under this Agreement of any party to provide indemnification based on acts, omissions or events occurring prior to termination or (b) any obligation of Developer to restore the Property to its former condition as provided in Section II.G, which obligtations shall continue in full effect.

ARTICLE III
DEVELOPER OBLIGATIONS

A. Completion of Development. Developer shall redevelop the Property by constructing the Project. The Project shall include all material components and features as generally identified in **Exhibit A** and be constructed in accordance with all approved building plans, site plans and other applicable governmental approvals and regulations.

B. Guarantee of Tax Increment.

(1) Required Value. Developer shall assure that the Property shall have a taxable fair market value as of January 1, 2022, as determined under Wis. Stats. §70.32(1), of not less than $1,110,000 (the “Required Value”).

(2) Payment of Tax Deficiency. If the taxable fair market value of the Property as of January 1, 2022 is less than the Required Value, Developer shall pay to Village a sum (“Deficiency Payment”) which is the difference between the general property taxes, if any, actually generated by the Property in that year and the amount of general property taxes that would have been generated by the Property if the Required Value had been achieved. For avoidance of doubt, the Deficiency

Payment required by this subsection, when added to the real property taxes actually received by the Village in a given year, shall equal the real property taxes the Village would have received if the promised Property value for that year had been achieved. Deficiency Payments shall be calculated in each year for which the taxable fair market value is less than the Required Value and shall be payable in equal installments on or before January 31 and July 31 next following the year in which the valuation shortfall occurred.

C. Personal Guaranty. The parties acknowledge that the Village is relying on the professional ability and personal investment of Developer's principals, Dan Chin and Meg Chin in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Dan Chin and Meg Chin (the "Guarantors") agree to guaranty to the Village the prompt payment and performance of all obligations of Developer under this Agreement. Concurrently with the execution of this Agreement, the Guarantors shall fully execute and provide to the Village documentation of such guarantees in the form attached hereto as **Exhibit C.**

D. Application of Funds. Tax increments generated by the Property shall be applied in the discretion of the Village, provided that this Agreement and Developer's and any Guarantor's obligations to guaranty tax increment under the Agreement shall terminate upon the earlier of (i) the payment to the Village of aggregate tax increments attributable to the Propety, plus any Deficiency Payments made by Developer or any Guarantor, in the amount of $232,000 and (ii) the termination of TID #4. At such time as Developer's and the Guarantor's guarantees terminate, the Village shall execute an acknowledgment of termination or a release of this Agreement, the business note, the guarantees and a satisfaction of the real estate mortgage in recordable form.

E. Financial Disclosure. Developer and the Guarantors shall each furnish current financial statements certified to be true, correct and complete effective January 1, 2021, and annually effective each January 1, thereafter until the termination of this Agreement. Such financial statements shall be delivered to the Village attorney by March 31 of each such year. The financial statements shall be deemed to be records obtained under pledge of confidentiality. In the event of an open records request for release of such financial statements, the Village shall immediately give Developer written notice of the request to allow Developer to seek a protective order or other appropriate remedy to prevent public disclosure of those statements.

F. Insurance Policies. Developer shall furnish to the Village certificates of insurance for all insurance policies required to be delivered under this Agreement. The policies shall include the following:

(1) A commercial general liability insurance policy insuring against all claims for personal injury, death or property damage for which Developer might be liable, occurring upon, in or about the Property to the limit of not less than $5,000,000 of combined single limit coverage.

(2) A policy insuring the Property (including construction in progress), in an amount at least equal to the full replacement value thereof, without deduction for depreciation, against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures. The minimum insured value shall, in all cases, be at least equal to the Required Value as specified in Section III.B of this Agreement.

(3) Developer shall assure that any insurance policies issued hereunder shall provide the Village with 30 days' prior notice of cancellation of any such insurance policy.

G. Village Fees. The residential portion of the development is subject to fees in lieu of parkland dedication, impact fees, and building permit fees. Developer shall pay such fees to the Village in accordance with the established Village schedule at the same time and on the same schedule as other such development in the Village is required to pay such fees.

ARTICLE IV
TIF FINANCING

A. The TIF Loan. In order to induce Developer to undertake redevelopment of the Property as required by this Agreement, the Village agrees to provide Developer with economic development assistance through tax increment financing pursuant to Wis. Stats. §66.1105 in the form of a loan in an amount up to $172,000 (the "TIF Loan"). The TIF Loan shall be utilized solely to pay for project costs, as defined in Wis. Stats. §66.1105(2)(f) and as specified in the project plan for TID #4 and including those identified in **Exhibit A,** incurred by Developer for work done at the Property for purposes directly related to the redevelopment and construction of the Project. In no event shall any portion of the TIF Loan be used to pay general property taxes or to reimburse Developer or any other person or entity for the payment of general property taxes.

B. The Village's obligation to disburse any amounts of the TIF Loan shall be conditioned upon all of the following:

(1) Developer shall have executed a contract with a design professional for architectural and/or engineering services necessary for completion of the Plans and Specifications for the Project.

(2) Developer shall have executed and provided to the Village (or its attorney) a construction contract with costs of construction redacted (the "Construction Contract") with a contractor for all construction necessary for completion of the Project.

(3) Developer shall have entered into a separate agreement with the Village governing the construction, inspection and dedication to the Village of any proposed public infrastructure improvements related to the Project and shall have recorded an appropriate agreement, restrictive covenant or other instrument

providing for the perpetual maintenance of any proposed private stormwater facilities serving the Property in a form approved by the Village and enforceable by the Village.

(4) Developer shall have provided an accepted financing commitment or evidence of available funds in a form acceptable to the Village, agreeing to provide financing or credit enhancement for the Project.

(5) Developer shall have delivered to the Village certificates of insurance required to be in force by Section III.F. of this Agreement in a form acceptable to and approved by the Village Attorney, along with any policies, endorsements or other documents necessary to confirm the existence of the required coverage.

(6) Developer shall have obtained all approvals, permits, and licenses necessary to complete construction of the Project, including:

(a) all zoning, site plan and other approvals required to commence construction;

(b) all approvals of the Plans and Specifications, including plans for public water mains and related facilities;

(c) a Village of McFarland building permit.

(7) Developer shall have the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor the performance of this Agreement by Developer will result in the breach of any of the contract, covenant or agreement or judgment or decree by which Developer is then bound or affected.

(8) Developer shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

(9) The Project and the Property shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations, or a compliance plan acceptable to the Village shall be in effect to achieve such compliance.

(10) Developer and the Project shall be in full compliance with this Agreement.

C. The Village agrees, on the terms and subject to the conditions contained in this Agreement, to disburse the full TIF Loan to Developer after final inspection and issuance of a certificate of occupancy by the Building Inspector.

D. The TIF Loan shall be disbursed to Developer within 15 business days of receipt by Village from Developer of a written statement itemizing the expenses paid by Developer for which payment from the TIF Loan is requested, along with the following written documentation reasonably satisfactory to the Village:

(1) A copy of the recorded conveyance document and title insurance policy confirming that the Property is owned in fee simple by Developer.

(2) Documentation demonstrating that lien waivers have been given for each and every contractor, subcontractor and material supplier for all costs incurred for the work performed on the Property that has been completed to the date of the request.

(3) Documentation in a form reasonably acceptable to the Village confirming Developer's compliance with the position opening requirements of Wis. Stats. §66.1105(6c).

(4) A fully executed business note for the TIF Loan in the form attached hereto as **Exhibit D.**

(5) A fully executed mortgage securing the TIF Loan in the form attached hereto as **Exhibit E.**

E. Default. The Village may withhold any disbursements from Developer at any time Developer is not in compliance with any of its obligations under this Agreement, including, but not limited to its guarantee of the value of the Property.

F. Loan Due on Sale. Notwithstanding any other provision in this Agreement, the TIF Loan shall become fully due and payable upon any transfer of all or a portion of the fee simple interest in the Property or the Project to a third party without the prior written consent of the Village, such consent subject to the reasonable discretion of the Village. For purposes of this provision, a transfer of a controlling interest in Developer to any third party shall be deemed a transfer. Developer covenants and agrees to notify the Village prior to any such transfer.

G. Subordination. The Village's rights in the Property arising in connection with the TIF Loan shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed One Million Ninety-two Thousand Dollars ($1,092,000). Upon reasonable request by Developer or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village’s subordination agreement shall not apply to any subsequent advances made by the first mortgage lender after the disbursement by the lender of the original principal loan amount without the written consent of the Village.

ARTICLE V
REMEDIES

A. General. In the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor in interest to such party, such party or successor shall have the right to cure or remedy such default or breach within thirty (30) days of written notice thereof, unless a longer term is specified or unless such default or breach requires more than the payment of money to cure and cannot reasonably be cured or remedied within such thirty (30) day period, in which case, no default or breach shall be deemed to exist if the party alleged to be in default immediately commences to cure the default and diligently continues to take such reasonable action as are necessary to effect a complete cure as soon as practicable thereafter. In case such action is not taken or is not pursued as described in the previous sentence, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations. Nothing in this Agreement shall be construed to, in any way, affect or control the Village's exercise of its police power.

B. No Waiver by Delay. Either party shall have a right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that neither party shall feel compelled to institute legal action so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of waiver, laches, or otherwise at a time when it may still hope otherwise to resolve the problems created by the default informally); nor shall any waiver made by a party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this section or with respect to the particular default except to the extent specifically waived in writing.

C. Force Majeure. For the purposes of any provisions of this Agreement, neither Developer and any successor in interest nor the Village shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Project or progress in respect thereto to the extent delay in the performance of such obligations is due to unforeseeable causes entirely beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision, that in the event of the occurrence of any such forced delay, the times of performance of any of the obligations of Developer with respect to construction of the Project shall be extended for the period of the forced delay. Nothing in this paragraphs shall be construed to extend the due date of payment of any monetary obligation of either party hereunder.

D. Remedies for Failure to Construct. Notwithstanding any other provision in this Agreement, and in addition to all other remedies available to the Village, in the event Developer has not commenced construction of the Project on or before November 1, 2021, Developer shall, upon written request of the Village made prior to commencement of building construction, reconvey the Property to the Village for the same consideration paid by Developer, free and clear of all liens or encumbrances created by the act or default of Developer.

E. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party. No waiver made by either such party with respect to the performance, manner, or time thereof or any obligation of any other party or any of the conditions to its obligations under the Agreement shall be considered a waiver of any other rights of the party making the waiver or any other obligations of any other party.

F. Indemnification. Developer and its successors and assigns shall indemnify, save harmless and defend the Village and its officers, agents, attorneys, consultants and employees of and from any and all liability as well as from lawsuits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them because of injuries or damages received or sustained by any persons or property on account of or arising out of the approval or construction of the Project occasioned wholly or in partly from any act or omission on Developer's part or on the part of Developer's agents, contractors, subcontractors, invitees or employees, at any time.

G. Notification of Position Openings. Developer is aware that the Village has incurred real property assembly costs within the meaning of §66.1105(2)(f)l.c., Wis. Stats. and that, pursuant to §66.1105(6c)(b), Wis. Stats. Developer is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832 of any positions to be filled by Developer in Dane County within one year following the date of Closing.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and may be amended only by a written agreement executed by both parties.

B. Severability. The various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect.

C. Disclaimer of Relationships. Developer acknowledges that nothing contained in this Agreement or any contract between Developer and the Village or any act by the Village or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship of third-party beneficiary, principal, or agent; limited or general partnership or joint venture or of any association or relationship involving the Village.

D. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

E. Section Captions. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

F. Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns. The obligations shall run with the land and be binding on any party acquiring title to the Property.

G. Non-merger. The warranties, covenants and agreements set forth herein shall not merge into the deed and shall survive the closing.

H. Non-Discrimination. Developer for itself, its successors, and assigns, agrees that in the performance of all obligations under the terms and conditions of this Agreement that neither the Project nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation of the Project shall be in compliance with all laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds as may be in effect from time to time.

I. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

J. Recording. Either party may record a copy of this Agreement or a memorandum providing notice of this Agreement in the office of the Register of Deeds for Dane County.

K. Estoppel Certificates. The Village shall, within twenty (20) days of receipt of written request, furnish promptly to Developer, its mortgage lender or a purchaser of the Project, a written statement setting forth the amount of Developer's remaining liability under this Agreement and stating that there are, to the knowledge of the party executing the statement, no

events of default or then-existing circumstances which could, solely with the passage of time, become events of default or specifying such events and circumstances, if such is the case.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

DEVELOPER:

5411 Bashford LLC

By:_____
Daniel Hnatt Chin, Member

By:_____
Meg Elizabeth Chin, Member

VILLAGE OF McFARLAND

By:_____
Carolyn A. Clow, Village President

By:_____
Cassandra Suettinger, Clerk/Treasurer

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TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES APPLICATION

Village of McFarland
Wisconsin - United States of America

Application ID: 2021 (Year) - 01 (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 5411 Bashford Street - Mixed Use Redevelopment

Applicant: 5411 Bashford LLC

Mailing Address: 5920 Exchange Street

Primary Contact: Meg Chin Telephone: 608-620-4177

Email: meg@danchinhomes.com Fax:

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation ■ LLC ☐ Partnership ☐ Other: _____

If not a Wisconsin corporation/partnership/LLC, state where organized: _____

Will new entity be created for ownership? ■ No ☐ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

■ No ☐ Yes, If yes, give the name and relationship of the employee: _____

EXHIBIT A

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Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: 5411 Bashford Street

Parcel(s) Tax Number: 154/0610-034-0618-1

As the Applicant, are you the current owner of this parcel(s)? ■ No ☐ Yes

If no, current owner is: Village of McFarland

If no, do you have an agreed upon option to purchase the property? ■ No ☐ Yes (provide documentation and note the expiration date here: _____

Total Lot Size: 9757.44 square feet

Parcel Contains Existing Buildings? ■ No ☐ Yes

If yes, indicate Total Building Size _____ sq.ft.

Most recent property assessment (PA):

$ 60,000 Land $ 0 Improvements $ _____ Total

Existing Uses: Empty Lot

Existing Zoning: C-C (Central Commercial)

Existing Uses, Adjacent Parcels: Bashford Street N R-2 S Johnson Street E C-C W

Existing Zoning, Adjacent Parcels: Bashford Street N R-2 S Johnson Street E C-C W

Will a zoning change be requested? ☐ No ■ Yes

If yes, indicate new zoning Planned Development

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

Village Erosion Control & Stormwater Management, Wisconsin DNR Public Sanitary Sew

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Existing Mortgage Holder: _____

Contact Person & Phone Number: _____

Does the property have any existing tax delinquencies, zoning or building violations? ☐ No ☐ Yes

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ■ A New Business(s)

☐ Business Relocation ■ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

See Site Plans. Proposing two commercial units on the first floor of the development with (3) two-bedroom apartments located above the commercial space. The 1,900 sq. ft. commercial space will be leased to Dan Chin Homes. The remaining 600 sq. ft. commercial space will be leased.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

~~Erosion control and stormwater management requirements will be met. Permeable pavement will be installed to provide infiltration.~~

Current annual revenue: $N/A Estimated annual revenue: $N/A

Current annual expenses: $N/A Estimated annual expenses: $N/A

Business Plan and/or Marketing Plan attached? ■ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ☐ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: February 1, 2021

Preliminary Construction Start Date: June 1, 2021

Preliminary Construction Completion Date: November 15, 2021

Date Occupied or Opened: November 16, 2021

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Number of principal buildings and estimated square footage: 3070 sf commercial, 3070 sf residential

Estimated equalized assessed valuation after project completion (EAV)

$ 60,000 Land $ 1,050,000 Improvements $ 1,110,000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: $ 60,000 PA x .0215 Mill Rate = $ 1,290 Total (A)

Post-improvements: $ 1,110,000 PA x .0215 Mill Rate = $ 23,865 Total (B)

Additional increment (B-A) = $ 22,575

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ☐ No ■ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Dan Chin Homes would relocate from 5920 Exchange Street

Will the proposed project result in the relocation of economic activity from an adjacent community?
■ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☐ No ☐ Yes

(3)Two-bedroom units will be rented by qualified tenants

Who will own and operate the developed property? Dan and Meg Chin

Do similar businesses/uses already exist in McFarland?

☐ No ■ Yes, If yes, indicate Dan Chin Homes is currently located in McFarland

Describe any differences in your proposed business/uses to existing businesses/uses

None

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Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

$0-$19,000

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

$20,000-$39,000

_____Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

$40,000-$59,000

4 Full Time (current) 1 Part Time (current) 2 FT (created) 2 PT (created)

$60,000+

2 Full Time (current) _____Part Time (current) _____FT (created) _____PT (created)

Average per hour wage rate of all employees (not including benefits) $_____

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) 70%.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?
☐ No ■ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ■ No ☐ Yes

Discuss any history of community involvement by the applicant or business within the Village.

Founded in 2013, Dan Chin Homes is currently the #1 ranked real estate team serving the McFarland area.

Has any portion of the project already been started or completed? ■ No ☐ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

Public financing is required to overcome unique site costs to meet bank loan financing requirements.

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D. TIF REQUEST

State the total amount of TIF assistance being requested: $ 172,000

State the form of incentives requested:

☐ Developer Loan (pay-as-you-go) ☐ Traditional Loan ☐ Tax Increment Loan at Occupancy

■ Tax Increment Loan at Project Start ☐ Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. The unique site requires irregular development costs such as relocating existing sanitary sewer, removing and replacing existing curb,gutter and asphalt to install relocated sanitary sewer, proposed storm sewer, and intersection improvements. The unique site also requires the installation of permeable pavement to meet infiltration costs, Village Engineer inspection, Village Attorney reviews, etc.

In order to demonstrate compliance with the "but for" test, the applicant will provide costs for the higher level of construction materials, the site amenities and the unique site development costs. The applicant will also provide the business plan proforma.

Check which box(s) best describe the use of TIF funds:

☐ Land Acquisition/Survey ☐ Environmental Audits ☐ Site Grading

☐ Demolition/Remediation ■ New Construction ☐ Rehabilitation/Expansion

■ Utility Improvements ■ Parking/Access ☐ Landscaping

☐ Recreation/Conservation ■ Professional Services ☐ Financing Costs

☐ Other _____

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E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition		(See Separate Cost Schedule)
Environmental testing/remediation		
Demolition		
Construction of new building(s)		
Site Improvements		
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs		$1,504,000

Budget source: ☐ Developer ■ Arch/Eng ☐ Contractor ☐ Other _____

Sources of Financing	Amount ($)	Percent of Total Costs
TIF	172,000	11.43 %
Equity	180,000	11.97 %
Loans	1,092,000	72.61 %
Grants		%
Other (please specify)	(Land) 60,000	3.99 %
Total Project Costs		**100.0 %**

Lender for Project if in addition to the Village: Yet to be determined

Officer Meg Chin Phone 608-620-4177 Email meg@danchinhomes.com

Preapproved: ■ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: N/A Grant Amount: N/A

Grant Officer: N/A Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

DigiSign Verified: 54146992-74EF-4237-A490-C1FADF7DE659

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant Dan and Meg Chin Title Director, Operations

Signature Dan Chin Meg Chin Date 04-05-2021 04-05-2021

Return To:

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee Street
McFarland, WI 53558
P: 608-838-3153

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Loan Amount & Contributions Percentage

Loan Amount Calculation	
Total Costs (See Cost Schedule)	$1,504,000
Land Donation (Village)	-$60,000
T.I.F. "Gap Loan"	-$172,000
Chin Downpayment	-$180,000
Loan Amount Total:	**$1,092,000**

Chin Contributions Percentage Calculation	
Chin Downpayment	$180,000
Total Contributions:	$180,000
Chin Contributions Percentage = Total Contributions / Total Costs	**11.97%**

Village Contributions Percentage Calculation	
Land Donation (Village)	$60,000
T.I.F. "Gap Loan"	$172,000
Total Contributions:	$232,000
Village Contributions Percentage = Total Contributions / Total Costs	**15.43%**

MIXED-USE BUILDING
"But For" TIF Eligible Costs Estimate

Initial Items Presented to CDA

Description	Total
Attorney Fees (Developer Agreement and TIF Financing)	$12,500
Engineering fees (Public Improvements)	$7,000
Right-of-way Vacation Mapping	$1,500
Right-of-way Expansion Mapping	$3,000
Public Sanitary Sewer Removal and Replacement	$35,000
6" Water Service	$5,000
Off-site Storm Sewer	$12,000
Permeable Pavement with Sand Fill to Suitable Soils	$16,000
Public Street Improvements (Curb at Intersection)	$5,000
Sidewalks (Public Right-of-way)	$10,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	$45,000
Apt. Finishes Upgrade (Granite Counters, Stainless Steel Appliances)	$20,000
Total:	$172,000

Recommended for Approval by CDA on March 3rd $160,000

Additional Items Required for Plan Commission Approval

Description	Total
Additional Handicap Ramp (North of Bashford Crosswalk)	$860
Additional Handicap Ramp (East of Johnson Crosswalk)	$1,000
Casting Replacements (Two inlets at Handicap Ramp east of Johnson Crosswalk)	$1,600
Additional Pavement Patching	$4,400
Crosswalk Lines - 4" Wide White Paint Line (Epoxy)	$620
Crosswalk Lines - 12" Wide White Paint Line (Epoxy)	$1,520
Additional Inlet to Prevent Overflow at Permeable Pavement	$2,000
Total:	$12,000

Attachment A

MIXED-USE BUILDING Costs Estimate

Description	Quantity	Unit	Unit Price	Total
Land Purchase				
Initial Land Purchase	1	LS	$60,000.00	$60,000.00
Permitting Item				
CUP Rezoning	1	LS	$370.00	$370.00
Building Permit	1	LS	$4,000.00	$4,000.00
Erosion Control Permit	1	LS	$1,000.00	$1,000.00
Stormwater Management Permit	1	LS	$1,000.00	$1,000.00
Plumbing Fee	1	LS	$2,500.00	$2,500.00
HVAC Fee	1	LS	$600.00	$600.00
Fire Alarm and Suppression System Fee	1	LS	$1,500.00	$1,500.00
Engineering Review Fees	1	LS	$5,000.00	$5,000.00
Attorney Review Fees	1	LS	$15,000.00	$15,000.00
TIF Application Fee	1	LS	$250.00	$250.00
Site Design Fee	1	LS	$400.00	$400.00
Public Water	1	1 1/2 in	$3,251.00	$3,251.00
Impact Fee				
Park Fee-in-lieu	3	DU	$2,755.26	$8,265.78
Park Improvement	3	DU	$990.38	$2,971.14
Public Library	3	DU	$431.00	$1,293.00
Transaction Fees				
Bank Fee	1	LS	$18,000.00	$18,000.00
Appraisal Fee	1	LS	$3,000.00	$3,000.00
Title Fee	1	LS	$3,000.00	$3,000.00
Miscellaneous Closing Fees	1	LS	$3,000.00	$3,000.00
Construction Interest Carrying Costs Through 9/2021	1	LS	$15,000.00	$15,000.00
Professional Items				
Architect	1	LS	$40,000.00	$40,000.00
Structural Design	1	LS	$8,000.00	$8,000.00
Quam Engineering Plans Drafting and Approvals	1	LS	$38,000.00	$38,000.00
Quam Engineering Construction Staking and Admin.	1	LS	$12,000.00	$12,000.00
Site Items (See Separate Schedule)			$132,000.00	$132,000.00
Building Items (Interior, Exterior, and Lighting)				
Builders Contract	1	LS	$1,060,000.00	$1,060,000.00
Subtotal Costs:				$1,439,400.92
Contingency (Approx. 5.5% Building and Site):				$64,599.08
Total:				$1,504,000.00

SITE COST ESTIMATE

For: 5411 Bashford Street
Mixed Use Redevelopment
McFarland, WI 53558

Includes: Commercial with (3) Apartments

Proj. No. MC-40-20

Date: April 2, 2021

To: 5411 Bashford LLC
5920 Exchange Street
McFarland, WI 53558

By: Quam Engineering
4604 Siggelkow Road
McFarland, WI 53558

Item No.	Description		Unit	Unit Price	Amount
1	Traffic Control	1	LS	$2,000.00	$2,000.00
2	Strip Topsoil	200	CY	$5.00	$1,000.00
3	Sawcut Asphalt Pavement	400	LF	$5.00	$2,000.00
4	Remove Existing Pavement	300	SY	$10.00	$3,000.00
5	Existing Curb Removal	225	LF	$10.00	$2,250.00
6	Existing 8" Sanitary Sewer Removal	175	LF	$25.00	$4,375.00
7	8" Sanitary Sewer	178	LF	$90.00	$16,020.00
8	4' Sanitary Sewer Manhole W/ Neenah R-1550 Casting	2	EA	$4,000.00	$8,000.00
9	6"x10" Tapping Valve	1	EA	$2,500.00	$2,500.00
10	6" Water Service	25	LF	$80.00	$2,000.00
11	Water Main Trench Excavation, Backfill & Compaction	25	TF	$5.00	$125.00
12	Core & Boot Into Existing Storm Inlet	1	EA	$500.00	$500.00
13	12" RCP Storm Sewer	142	LF	$50.00	$7,100.00
14	3' Dia. Storm Manhole W/ Neenah R-2560-E1 Casting	1	EA	$2,100.00	$2,100.00
15	2'x3' Inlet w/ Neenah R-3067Casting	1	EA	$2,000.00	$2,000.00
16	6" Perforated PVC Storm Sewer W/ Sock	63	LF	$15.00	$945.00
17	Remove existing storm casting and replace with Neenah R-3067-C	2	EA	$800.00	$1,600.00
18	4" Aggregate Base	215	SY	$3.00	$645.00
19	10" Aggregate Base (Beneath Asphalt)	275	SY	$5.00	$1,375.00
20	36" Sand Fill (Beneath Permeable Pavement)	120	CY	$20.00	$2,400.00
21	24" Clear Stone Base (Beneath Permeable Pavement)	75	CY	$25.00	$1,875.00
22	Permeable Pavement	120	SY	$60.00	$7,200.00
23	Concrete Sidewalk (5" Thick)	2,181	SF	$7.00	$15,265.00
24	Concrete Apron (7" Thick)	260	SF	$8.00	$2,080.00
25	18" Concrete Curb And Gutter	60	LF	$18.00	$1,080.00
26	30" Concrete Curb And Gutter	225	LF	$22.00	$4,950.00
27	1.75" Asphalt Binder Course	275	SY	$12.00	$3,300.00
28	1.5" Asphalt Surface Course	275	SY	$10.00	$2,750.00
29	Clean, Sweep & Tack Coat	275	SY	$0.20	$55.00
30	Asphalt Patch	410	SY	$40.00	$16,400.00
31	Restoration (Seed & Matting)	200	SY	$5.00	$1,000.00
32	Parking Lot Striping	1	LS	$400.00	$400.00
33	Pavement Marking Removal - Street	235	LF	$2.00	$470.00
34	4" Wide White Paint Line (Epoxy) - Street - Crosswalk	310	LF	$2.00	$620.00
35	12" Wide White Paint Line (Epoxy) - Street - Crosswalk	190	LF	$8.00	$1,520.00
36	4" Wide Yellow Paint Line (Epoxy) - Street - Centerline	30	LF	$5.00	$150.00
37	8" Wide White Paint Line (Epoxy) - Street - Lane Divide	50	LF	$3.00	$150.00
38	24" Wide White Stop Line (Epoxy) - Street	75	LF	$16.00	$1,200.00
39	Turn Arrow (Epoxy) - Street	2	EA	$300.00	$600.00
40	Landscape Trees & Shrubs	1	LS	$4,000.00	$4,000.00
41	Lighting	1	LS	$5,000.00	$5,000.00
			Construction Subtotal		**$132,000.00**

PROFORMA

Loan Amount		
Total Costs (See Cost Schedule)	$1,504,000	
Land Donation (Village)	-$60,000	
T.I.F. "Gap Loan"	-$172,000	
Chin Downpayments	-$180,000	
Loan Amount	$1,092,000	
Sales/year		
3 Apartments	$45,000 {3 two-bedrm @ $1250)	
Commercial Space	$46,980 {2610 square feet @ $18)	
Pet Fees	$960 {2 pets at $40/pet/month}	
Total	$92,940 {See rent scalar}	**2.00% Rent Scalar**
Vacancy	-$2,788 {Assumes 3% vacancy}	
Sales Total	$90,151.80	
Costs/year		
Interest	3.75% of loan amount	
Management & Insurance	5.00% of sales amount	
Maintenance	6.00% of sales amount	
Property Tax	$23,865 {2.15% of $1,110,000 (TIF Application EAV Amount)}	

Principal Projection	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Principal	$1,092,000	$1,076,580	$1,059,026	$1,039,230	$1,017,075	$992,444	$965,210	$935,245	$902,414	$866,575	$827,581	$785,280	$739,512	$690,111
Interest	$40,950	$40,372	$39,713	$38,971	$38,140	$37,217	$36,195	$35,072	$33,841	$32,497	$31,034	$29,448	$27,732	$25,879
Sales	-$90,152	-$91,955	-$93,794	-$95,670	-$97,583	-$99,535	-$101,526	-$103,556	-$105,627	-$107,740	-$109,895	-$112,092	-$114,334	-$116,621
Management (3% sales) & Insurance (2% of sales)	$4,508	$4,620	$4,736	$4,854	$4,976	$5,100	$5,227	$5,358	$5,492	$5,629	$5,770	$5,914	$6,062	$6,214
Maintenance (6% of sales)	$5,409	$5,544	$5,683	$5,825	$5,971	$6,120	$6,273	$6,430	$6,590	$6,755	$6,924	$7,097	$7,275	$7,457
Property Tax	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865	$23,865
Ending Principal	$1,076,580	$1,059,026	$1,039,230	$1,017,075	$992,444	$965,210	$935,245	$902,414	$866,575	$827,581	$785,280	$739,512	$690,111	$636,905
Principal Reduction	$15,420	$17,553	$19,797	$22,154	$24,632	$27,233	$29,965	$32,832	$35,839	$38,994	$42,301	$45,768	$49,401	$53,207
Return on Investment	9%	10%	11%	12%	14%	15%	17%	18%	20%	22%	24%	25%	27%	30%

RESOLUTION #2021-10

RESOLUTION DISCONTINUING A PORTION OF JOHNSON STREET ABUTTING LOTS 8 AND 9, BLOCK 1, JOHNSON'S ADDITION TO VILLAGE OF MCFARLAND AS A PUBLIC WAY.

WHEREAS, the Assessor's Plat of the Village of McFarland designates the boundaries of Johnson Street abutting Lots 8 and 9 of Johnson's Addition to McFarland; and

WHEREAS, the Village of McFarland previously acquired title to those portions of Lots 8 and 9 of Johnson's Addition abutting on Johnson Street; and

WHEREAS, the Village intends to convey the above parcels for development, and the proposed development requires that the right-of-way line of Johnson Street be adjusted by vacating a portion of the westerly right-of-way and the acquisition of additional right-of-way to the east; and

WHEREAS, the Village Board has determined that it is in the public interest that the portion of Johnson Street described below be discontinued as a public way pursuant to §66.1003, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of
McFarland, that the public interest requires that the portion of Johnson Street legally described in Exhibit A and depicted in Exhibit B be, and it hereby is, vacated and discontinued as a public way, pursuant to §66.1003, Wis. Stats.

A certified copy of this Resolution and Exhibits shall be recorded with the Dane County Register of Deeds.

The intent of this discontinuance is that title to all of the public way described herein revert to the adjoining private lands pursuant to §§66.1003 and 66.1005, Wis. Stats.

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

EXHBIT B

APPROVED:

Carolyn A. Clow, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-Treasurer

RESOLUTION # 2021-10	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
VIDUAL VOTING RECORD	
Brassington	Rupert
Clow	St. Clair
Flaherty	
Nelson	
VOTING RESULTS	
Motion Carried	Motion Defeated:

Exhibit A
Legal Description
Right-of-Way Vacation

A part of Johnson Street, Assessor's Plat of the Village of McFarland, recorded in Volume 14 of Plats on Pages 16 through 27 as Document No. 824385 of Dane County Records, being located in the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

BEGINNING at the most Southerly corner of Lot 8 of Block 1 of Johnson's Addition, recorded in Volume 1 of Plats on Page 50 as Document No. 223113 of Dane County Records, lying on the Northwesterly right-of-way line of said Johnson Street;

thence, along said Northwesterly right-of-way line and the Southeasterly line of said Block 1, North 46°51'16" East, 138.03 feet;

thence, leaving said Northwesterly right-of-way line and Southeasterly Block line, South 70°07'27" East, 4.31 feet;

thence South 43°08'44" East, 9.78 feet to the beginning of a tangent curve, being concave Westerly, having a radius of 15.00 feet and a chord which bears South 08°23'30" West,
23.49 feet;

thence Southerly, 26.98 feet along the arc of said curve through a central angle of 103°04'27" to the point of tangency thereof;

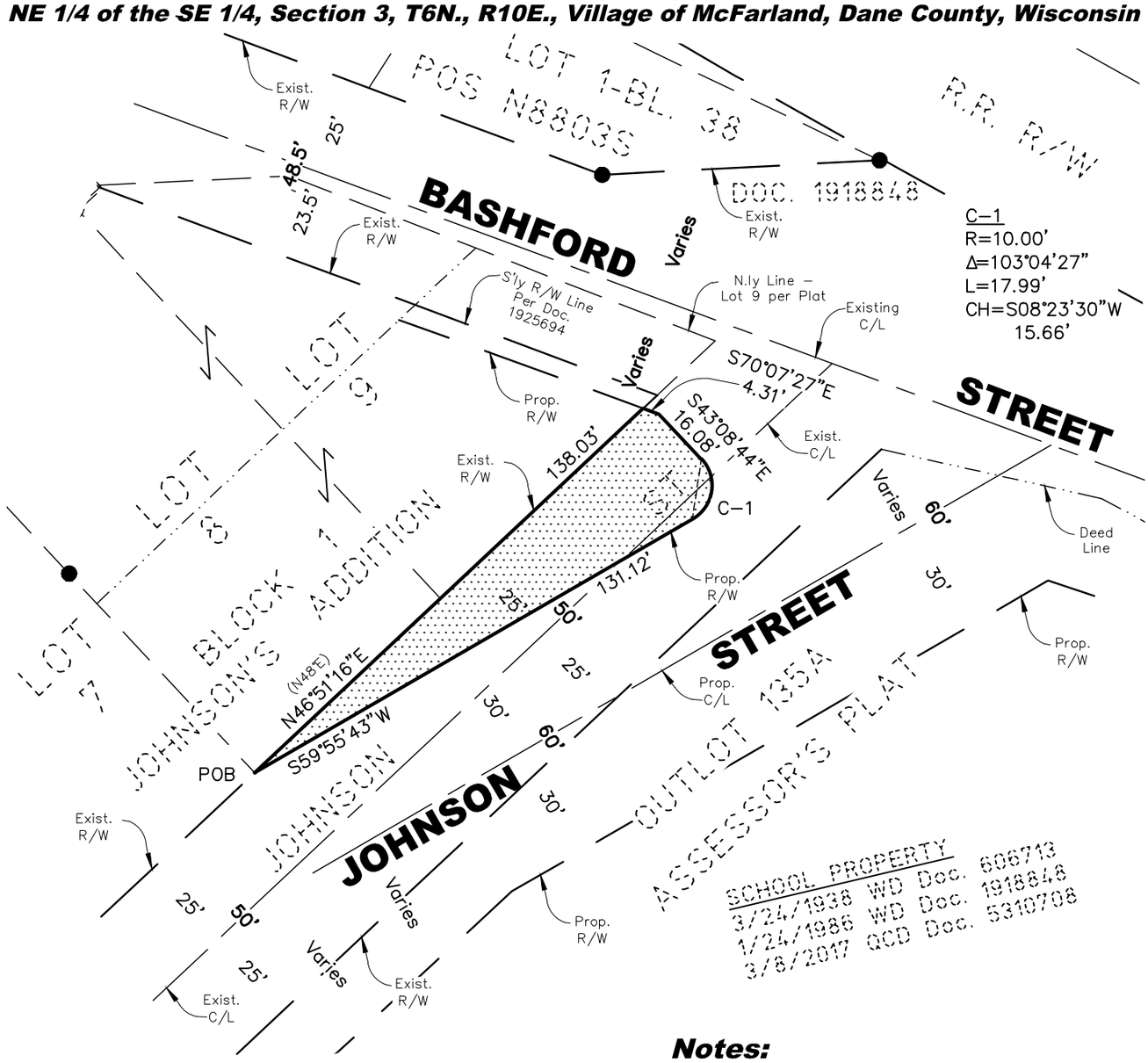
thence South 59°55'43" West, 124.83 feet to the POINT OF BEGINNING.

The above-described property contains 2,191 square feet or 0.050 acres, more or less, and is subject to all easements and agreements, if any, of record and/or fact and is shown on the map, Exhibit B, by Quam Engineering, LLC for Project No. MC-40-20 dated April 8, 2021, and by this reference made a part hereof.

Exhibit B

Right-of-Way Vacation

A part of Johnson Street, Assessor's Plat of the Village of McFarland, being located in the NE 1/4 of the SE 1/4, Section 3, T6N., R10E., Village of McFarland, Dane County, Wisconsin

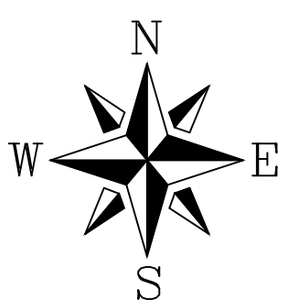


C-1
R=10.00'
Δ=103°04'27"
L=17.99'
CH=S08°23'30"W
15.66'

Notes:

1. A legal description has been provided on a separate sheet as Exhibit A.

2. Area of Vacated R/W:
   2,235 sq. ft.
   0.051 acres ±



Bearings are referenced to the Northwesterly R/W line of Johnson Street, which bears North 46°51'16" East on the Dane County Coordinate System.

LEGEND

- Fd. 3/4" Iron Rebar
- R/W Line (As Noted)
- Platted Lot Line
- Deed Line
- Street to be Vacated
- Street Centerline

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

RIGHT–OF–WAY VACATION

PROJECT NO. MC–40–20 SHEET 1 OF 1
January 2, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838–7750; Fax (608) 838–7752

UNLIMITED LOAN GUARANTY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, and to enable 5411 Bashford LLC, a Wisconsin limited liability corporation ("Debtor") to obtain tax incremental financing (TIF Loan) in the amount of $172,000 evidenced by a Business Note (the "Note"), and which was secured by a Real Estate Mortgage executed by Debtor in favor of the Village (the "TIF Mortgage") from the Village of McFarland, a Wisconsin municipal corporation (the "Village") for the Development as set forth in the Agreement to Undertake Development by and between the Village of McFarland ("Village") and 5411 Bashford LLC ("Developer"), dated May ____, 2021 (the "Agreement") and to receive a subordination from the Village of the TIF Loan to Debtor's principal lender, the undersigned, individually as well as jointly and severally, hereby unconditionally and irrevocably guarantee the full and prompt payment to the Village of any and all indebtedness, liabilities, payments and obligations of every nature and kind of Debtor to the Village represented by the Note and the TIF Mortgage which may hereafter be owing or due, under said note and mortgage and the undersigned also agrees to pay in addition thereto, all costs, expenses and reasonable attorneys' fees at any time paid or incurred by the Village in endeavoring to collect said indebtedness, liabilities and obligations, and in and about enforcing this instrument (collectively, the "Indebtedness").

The undersigned warrant to the Village that each of them is presently able to pay personal debts as they become due and that the making of this Guaranty or the payment of any debt encompassed by this Guaranty shall not cause the undersigned to become insolvent or impair any ability to pay any debt which each of them have incurred, intends to incur or reasonably believe will incur as it becomes due. The undersigned agree that their liability under this Guaranty shall not be extinguished unless and until both (a) all of the Indebtedness hereby guaranteed has been paid in full by actual payment, and (b) the preference period applicable to the payment of such indebtedness has expired without any bankruptcy or fraudulent transfer proceeding being brought by or against any of the undersigned or Debtor, and no collateral given for this Guaranty shall be required to be released until both of such conditions have been met. If the Village is required to refund any payments as a result of any insolvency, bankruptcy or fraudulent transfer proceeding, the undersigned's obligations evidenced by this Guaranty shall continue in effect and the undersigned shall be obligated to repay the Village for any such payment so voided or nullified.

The undersigned each agree that his liability hereunder shall in no way be affected or impaired, nor shall it be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, litigation, dissolution or withdrawal of Debtor or of any guarantor; or (2) renewal, refinancing or extension of the time of the payment of the principal amount of, or any installment or installments of the TIF Loan from the Village; or (3) acceptance by the Village of part payment of the principal amount of, or any installment of the TIF Loan; or (4) release, surrender, sale, exchange or substitution by the Village of all or any part of the collateral of Debtor or of any other guarantor; or (5) release by the Village of any guarantors and/or the acceptance of additional guarantors; or (6) failure of the Village to perfect any security interest in the collateral for the loan or of any guarantor or to record or register any lien or encumbrance thereon; or (7) unenforceability of any document or instrument executed by the Village or the Debtor. The liability of the Guarantors hereunder shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed to be a limitation upon) the amount of credit which may be extended to Debtor, the number of transactions with Debtor, repayments by Debtor to the Village, or the allocation by the Village of repayments by Debtor, it being the understanding of the Guarantors that their liability shall continue hereunder so long as there are any unsatisfied obligations from Debtor to the Village pursuant to the TIF Loan or any extensions thereof. The discharge of Debtor's obligations to repay the aforesaid loan, which discharge is a result of any bankruptcy proceeding filed by or against Debtor, shall not diminish, release or impair the obligations of the undersigned under this Loan Guaranty Agreement. The undersigned specifically agree that in the event of the foreclosure of the TIF Mortgage and in the event of a deficiency resulting therefrom, the undersigned shall be and hereby are expressly made liable to the Village for the amount of such deficiency notwithstanding any provision of the laws of the State of Wisconsin which may prevent the Village from enforcing such deficiency against Debtor, its successors or assigns.

This Guaranty is a guaranty of payment and performance and not of collectability. It is expressly agreed by the undersigned that it shall not be necessary for the Village to proceed first against the Debtor (or to liquidate or foreclose upon any collateral) before proceeding to enforce this guaranty or as a condition to payment or performance by Guarantors hereon.

EXHIBIT C

The undersigned agree that all indebtedness, liability or liabilities now or at any time or time hereafter owing by Debtor, other than obligations incurred in the ordinary course of Debtor's business, to either of the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Debtor to any of the undersigned, if the Village so requests, at any time an Event of Default shall exist and be continuing under the terms of the aforesaid note or mortgage, shall be received by the undersigned as trustee for the Village on account of the obligations guaranteed hereunder. The undersigned agree that the payment of any amount or amounts by any of the undersigned pursuant to this Loan Guaranty Agreement which does not result in payment in full of all obligations of Debtor to the Village guaranteed hereunder shall not in any way entitle either of the undersigned whether at law, in equity or otherwise to any right to participate in any security held by the Village for the payment of the obligations guaranteed hereunder, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. In the event a right of action and claim has arisen under this Loan Guaranty Agreement in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any of the undersigned or the property of any of the undersigned, the Village shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the Indebtedness guaranteed and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Village (including any claim for the reasonable compensation, expenses, disbursements and advances of the Village and the Village's agents and counsel) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims.

The undersigned waive demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of Debtor or any guarantor or of any other fact that might materially increase the risk of the guarantor hereon. This guaranty shall be binding upon the undersigned and upon their heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Village, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Wisconsin. If any provision of this Guaranty shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein. This Loan Guaranty Agreement is executed at the same time as the aforesaid note.

This Guaranty constitutes a separate and independent contract with and obligation to the Village, and the undersigned recognize and intend that this Guaranty be a separate source of repayment of the Indebtedness hereby guaranteed. Therefore, to induce the Village to make the TIF Loan to the Debtor and to subordinate the above-referenced TIF Mortgage with the knowledge and intention that the Village rely upon these presents in so doing, the undersigned agrees that recourse may be obtained against the undersigned for the repayment of all or any outstanding portion of said indebtedness prior to, concurrently with or after any action, proceeding, settlement or other means by which the Village may from time to time elect to recover said indebtedness; that in no event shall the Village be deemed to have elected any remedy which precludes or impairs its ability to proceed against the undersigned hereunder; and that this Guaranty may be enforced prior to, concurrently, with or after any action against Debtor and shall survive any foreclosure, sheriff sale pursuant to foreclosure or sale on execution, trustee's sale or deed in lieu of foreclosure, deed in lieu of sheriff sale, or deed in lieu of trustee's sale of any personal or real property encumbered or to which any judgment or other lien attaches to satisfy said indebtedness. In particular, this Guaranty shall survive as an independent contractual obligation any public or trustee's sale under a mortgage with power of sale or deed of trust, despite any statutory provision which otherwise prohibits any deficiency judgment, extinguishes the Indebtedness secured thereby, or otherwise relieves Debtor from further liability, the undersigned hereby recognizing and agreeing that their liability hereunder is not conditioned in any manner upon the existence of such liability of Debtor, and for such purposes the undersigned, while not waiving their rights of subrogation as such, hereby waives any defense to their obligations hereunder which is based upon the impairment of their ability to obtain any redress against Debtor through indemnification, subrogation, reimbursement, contribution or otherwise as a result of a foreclosure or trustee's sale, including, without limitation, any defense that such subrogation or similar rights were abrogated by any acts or omissions of the Village (excepting only such defenses which assert that the Village intentionally abrogated the undersigned's subrogation or similar rights for no legitimate purpose other than to deprive the undersigned of such rights; it being understood and agreed that abrogation of such rights of the undersigned solely as a result of the operation of law resulting from the Village's legitimate actions may not be the subject of any such defense). Upon payment in full of the obligations of Debtor to the Village guaranteed hereunder, the Village shall, upon the request of the undersigned, assign to the undersigned all of its rights against Debtor and all evidence of such rights, including, without limitation, notes, mortgages and all other related security documentation.

Guarantors acknowledge that they are owners of the Debtor, and as a result thereof, Guarantors will benefit from the TIF Loan and the Village's subordination of the TIF Mortgage Debtor's principal lender, and full and adequate consideration has been received by Guarantors in exchange for this Loan Guaranty Agreement.

With respect to the undersigned Wisconsin married residents, each of the undersigned represent that this obligation is incurred in the interest of his or her marriage or family.

Executed and delivered at _____,Wisconsin, this ____ day of May, 2021

GUARANTOR:	GUARANTOR
_____	_____
Daniel Hnatt Chin	Meg Elizabeth Chin

Document Number	State Bar of Wisconsin Form 16-2003 **FIXED RATE NOTE** Document Name	

For value received, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to the order of the Village of McFarland, a Wisconsin municipal corporation ("Holder") the principal sum of $ 172,000.00 together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of 0 % per annum until this Note is paid in full. Interest shall be computed n/a based on a 360 day year. Payment shall be made as follows:

CHOOSE ONE OF THE FOLLOWING OPTIONS; ONLY ONE SHALL APPLY:

☐ A. **Single Payment**. In one payment on _____, plus interest payable _____.

☐ B. **Installments of Principal and Interest**. In _____ equal payments of $_____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal and interest due on _____.

☐ C. **Installments of Interest Only**. In payments of interest of _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal due plus accrued interest on _____.

X D. **Other**. Payments shall be made as provided in Addendum A. _____.

Payments shall be made to Holder at 5915 Milwaukee Street, McFarland, WI 53558 or such other location as Holder shall designate by written notice to Borrower.

CHOOSE THE FOLLOWING, IF APPLICABLE:

~~☐ On execution of this Note, Borrower will prepay interest to~~ _____.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

X A. This Note may be prepaid in whole or part without premium or penalty at any time.

☐ B. There may be no prepayment of principal without permission of Holder.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

X A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

☐ B. In the event of any prepayment, this Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would

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EXHIBIT D

have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note.

If Borrower fails to pay any installment payable hereunder within 15 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within 15 days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than 15 days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

Other provisions: See Addendum A.

Presentment, protest and notice of dishonor are hereby waived.

This Note is secured by a mortgage against the property described in Addendum A and personal guarantees.

Dated May , 2021.

5411 BASHFORD LLC

(SEAL) (SEAL)

* Daniel Hnatt Chin, Member * Meg Elizabeth Chin, Member

GUARANTY

~~The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.~~

~~Dated~~ _____.

~~GUARANTOR:~~

(SEAL) (SEAL)

* *

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

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ADDENDUM A
TO FIXED RATE NOTE

Borrower: 5411 Bashford LLC
Lender: Village of McFarland
Date: May _____, 2021

Borrower guarantees that the real property legally described as: the southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland, except lands conveyed to the Village of McFarland for street right-of-way as described in the Award of Compensation recorded in the Office of the Register of Deeds for Dane County in Vol. 7889 of Records as Document No. 1925694, in the Village of McFarland, Dane County, Wisconsin and improvements thereon (the "Property"), which is the subject of the loan evidenced by this Note, shall have a fair market value which, on January 1, 2022 and each year thereafter as provided in the Agreement (as defined below), pursuant to Wis. Stats. §70.32(1), shall be no less than One Million One Hundred Ten Thousand and 00/100 Dollars ($1,110,000).

Tax Increments (as defined in §66.1105, Wis. Stats.) relating to the Property received by the Lender during the term of Tax Incremental District No. 4, Village of McFarland, as well as any Deficiency Payments as defined in the Agreement timely paid (whether by Borrower or any guarantor), shall be applied to reduce the balance due on this Note.

This Note shall mature and become fully payable on the earlier of December 31, 2035 or the conveyance of any part of the property mortgaged as security for this Note by Borrower to a third party or upon transfer of a controlling interest in the Borrower to a third party without the prior written consent of the Lender, in Lender's reasonable discretion.

This Business Note is further subject to the terms and conditions of the Real Estate Acquisition and Development Agreement by and between the Village of McFarland and 5411 Bashford LLC dated May _____, 2021 (the "Agreement").

Capitalized terms not otherwise defined in this Note shall have the meaning set forth in the Agreement.

State Bar of Wisconsin Form 21-2003

MORTGAGE

Document Number | Document Name

5411 Bashford LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to the Village of McFarland, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $$172,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated _____, executed by 5411 Bashford LLC _____, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Dane County, State of Wisconsin ("Property"):

The southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland, except lands conveyed to the Village of McFarland for street right-of-way as described in the Award of Compensation recorded in the Office of the Register of Deeds for Dane County in Vol. 7889 of Records as Document No. 1925694.

Recording Area

Name and Return Address
Mr. Andrew Bremer
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

154/0610-034-0618-1

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

1. **MORTGAGOR'S COVENANTS**.

a. **COVENANT OF TITLE**. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

Taxes and special assessments for the year 2021, the Mortgage held by _____ in the amount not to exceed $1,092,000 and any extensions, modifications or replacements, and all other matters set forth in any title insurance commitment or policy delivered to Lender prior to the date hereof and approved by Lender.

b. **FIXTURES**. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage except in the ordinary course of business.

c. **TAXES**. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE**. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

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EXHIBIT E

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS**. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES**. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE**. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES**. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY**. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER**. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER**. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS**. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER**. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

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10. **ASSIGNMENT OF RENTS**. ~~Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.~~

11. **ENVIRONMENTAL PROVISION**. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES**. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

X A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are 5411 Bashford LLC, 5920 Exchange Street, McFarland, WI 53558; (6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin; and (7) the address of the secured party is 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.

13. **SINGULAR; PLURAL**. As used herein, the singular shall include the plural and any gender shall include all genders.

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14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY**. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY**. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT**. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____ .

5411 Bashford LLC

_____(SEAL) _____(SEAL)
* Dan Chin, Member * Meg Chin, Member

_____(SEAL) _____(SEAL)
*_____ *_____

AUTHENTICATION

Signature(s) _____
_____
authenticated on_____.

_____
*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,_____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Allen D. Reuter, Attorney at Law
Madison, Wisconsin

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____COUNTY)

Personally came before me on_____,
the above-named Dan Chin and Meg Chin, as
members of 5411 Bashford LLC
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires:_____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE **STATE BAR OF WISCONSIN** **FORM NO. 21-2003**

* Type name below signatures.

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VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, June 2, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.**

PREVIOUS ACTION:

ISSUE SUMMARY:
The details regarding this agenda item are included under Agenda Item 5a.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
This agenda item is presented for possible recommendation to the Village Board.

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, June 2, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board regarding a Tax Increment Financing Development Incentives Application from 4313 LLC (CTW Flooring) for 4313 Triangle Street, Tax Increment District #3.**

PREVIOUS ACTION:

ISSUE SUMMARY:
The details regarding this agenda item are included under Agenda Item 5b.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
This agenda item is presented for possible recommendation to the Village Board.

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, June 2, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Presentation of Community & Economic Development Director monthly report.**

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 05.27.21 CD Highlights

VILLAGE OF McFarland
Community & Economic Development
www.mcfarland.wi.us/communityandeconomicdevelopment | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3154

Memorandum

To: McFarland CDA

From: Andrew Bremer, AICP
Community & Economic Development Director

Date: May 27, 2021

Re: April 2021, Community & Economic Development Department Highlights

The following is a summary of new construction activity for the month and YTD, including permit numbers and associated revenues.

YTD New Construction Building Permits

	2020	6-Year	4-Year	2-Year	2021
Building Permits (new construction)	**Actual**	**Average**	**Average**	**Average**	**Actual YTD**
SF (Total Units)	50	52	62	58	7
Duplex (Total Units)	2	10	14	8	0
MF (Total Units)	100	34	42	64	55
Total Res. Units	**152**	**96**	**117**	**130**	**62**
Commercial	2	3	3	2	0

69 total building permits issued in the month, including four new single-family homes. The year started with 17 vacant SF lots in the active east-side subdivisions (excluding Rosewood Fields), there are 11 remaining.

YTD Department Revenues

		2020	6-Year	4-Year	2-Year	2021	2021	YTD % of
Account		**Actual**	**Average**	**Average**	**Average**	**Budget**	**Actual YTD**	**Budget**
44300-101	Building Permit	$ 107,880	$ 86,912	$ 108,271	$ 107,597	$ 100,000	$ 29,577	30%
44300-102	HVAC Permit	$ 35,771	$ 31,876	$ 39,038	$ 33,402	$ 42,500	$ 7,616	18%
44300-103	Plumbing Permit	$ 34,745	$ 33,641	$ 40,767	$ 36,058	$ 42,500	$ 9,919	23%
44300-104	Electrical Permit	$ 50,335	$ 42,755	$ 52,062	$ 48,718	$ 48,000	$ 13,046	27%
44300-105	Sprinkler Fee	$ 6,210	$ 3,197	$ 4,776	$ 4,466	$ 7,750	$ 6,315	81%
44300-106	Fire Alarm Inspection Fee	$ 2,465	$ 2,485	$ 3,728	$ 3,490	$ 5,000	$ 520	10%
44300-108	CD Occupancy Inspection Fee	$ 9,535	$ 8,148	$ 9,496	$ 8,993	$ 9,000	$ 3,260	36%
44900-000	Misc. CD Permit Fees	$ 136,217	$ 125,238	$ 156,972	$ 120,464	$ 75,000	$ 10,460	14%
46800-000	Community Development Fees	$ 22,556	$ 11,887	$ 12,530	$ 16,166	$ 12,500	$ 5,406	43%
47210-000	City - Building Inspection	$ -	$ 18,696	$ 10,159	$ -	$ -	$ -	0%
	Total Revenue	**$ 405,713**	**$ 364,834**	**$ 437,798**	**$ 379,353**	**$ 342,250**	**$ 86,119**	**25.2%**
* As of 4/30, 33% through calendar year								

Total C&ED deposits for the month were $38,340.

Summary of Department Activities:

- Continued work with the Ad-Hoc Sustainability Committee on development of the Sustainability Plan.
- Continued work on McFarland Park and Community Park Master Plans.
- Preliminary planning for TID #3 public works (road & utility) projects for 2022.
- Village Board action on prior month C&ED related applications/projects:
    - Introduced Resolution 2021-10: Johnson Street ROW Vacation.
    - Approved outdoor consumption area for American Legion, with PC conditions of approval.
- Status update of larger development projects previously approved:
    - 5610-14 USH 51 (Neitzel) commercial development. Construction completed, working on final landscaping. **Stoughton Health Urgent Care Ribbon Cutting June 7th 5-7 PM.**
    - 4608 Siggelkow Road (Waubesa Village Phase 3). Exterior framing completed.
    - Condos at Prairie Place Condominium (CF Investments). Construction completed, working on final landscaping. A total of 29 of the 30 units have been sold.
    - 4900 Larson Beach Road (Taylor Pointe Apt). Foundation construction complete, starting on framing.
    - Northpointe Development (Holscher & Brodhead). Received WHEDA project funding, anticipated to start construction later this summer/fall.
    - Rosewood Fields (Veridian). Developer is working on final revisions to the final plat, phase 1 engineering plans, development agreement, and CCR's to meet prior conditions of approval.
- Public Meetings, Webinars & Conferences attended by Department Director:
    - April 7th, CDA meeting
    - April 8th, Sustainability Committee meeting
    - April 12th, Village Board meeting
    - April 13th, Public Works/Public Utilities meeting
    - April 14th, CARPC Regional Development Planning Technical Advisory Committee meeting
    - April 14th, Public Safety meeting
    - April 16th, Webinar: A New Approach to Parks and Recreation System Planning
    - April 19th, Plan Commission meeting
    - April 20th, WisDOT USH 51 Corridor Study Public Hearing
    - April 22nd, Parks Committee meeting
    - April 26th, Sustainability Committee meeting
    - April 26th, Village Board meeting
    - April 27th, Wisconsin Local Government Climate Coalition meeting
    - April 30th, Webinar: Equity in Policy and Practice: Addressing Past Inequities in Planning for the Future

Look ahead to potential June 21st, PC Agenda Items:

- 4910 Triangle Street, Conditional Use Permit (Left Bank Wines – Public Hearing Only)
- 4902 & 4908 Terminal Drive, PUD General & Detailed Plan & CSM (Quam, Waubesa Village Phase 4 – Public Hearing Only)
- Grand View Lot 3, Conditional Use Permit & Site/Design App. (Wisconsin Power & Light/Alliant)
- 4313 Triangle Street, Site/Design Application (CTW Flooring)

Look ahead to potential June 2nd, CDA Items:

- Continued discussion on TID #3 Project Plan Review & 2022 Public Improvement Projects for Terminal Drive and Triangle Street.