

Monday, September 13, 2021

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

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

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/86724264734>

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

Webinar ID: 867 2426 4734

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PROCLAMATION.
 - a. Designating the Week of September 12-18th as Centennial Celebration week in honor of the Madison Curling Club's 100 Year Anniversary in McFarland, Wisconsin
4. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - b. Public Communications
5. CONSENT AGENDA.
 - a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.
 - 1) Motion to approve the minutes of the August 23, 2021 Village Board meeting.
 - 2) Motion to approve checks in the amount of \$329,654.58.
 - 3) Motion to approve Resolution 2021-20: A Resolution requesting exemption from County Library Tax.
 - 4) Motion to approve the minutes of the July 25, 2019 Emergency Management Committee meeting.
 - 5) Motion to approve an amendment to the contract for Architectural Services for the inclusion of

Construction Administration services for the Public Safety Center.

- 6) Motion to approve a contract for Facility Commissioning Services for the Public Safety Center.
- 7) Motion to approve an event permit for the School District of McFarland to hold a Homecoming Parade on September 29, 2021 from 5:30 p.m. to 6:30 p.m.

6. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the board may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the board for their consideration. Members of the public who are present in person and wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to cassandra.suettinger@mcfarland.wi.us to be included as part of the meeting.

7. BUSINESS.

- a. Plan Commission (President Clow & Trustee St. Clair)
 - 1) Discussion and action regarding Ordinance 2021-08: an ordinance rezoning 5411 Bashford Street, McFarland, WI from Central Commercial (C-C) to Planned Development Infill – General & Detailed Plan Approved as requested by 5411 Bashford LLC, Dan and Meg Chin.
 - 2) Discussion and action regarding Resolution 2021-10: A 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.
 - 3) Discussion and action regarding Resolution 2021-12: A Resolution to Dedicate Right-of-Way for Highway Purposes Abutting Lots 8 and 9, Block 1, Johnson's Addition to Village of McFarland.
 - 4) Discussion and action regarding Resolution 2021-16: A Resolution Approving A Declaration of Easements On Property Located At 5411 Bashford Street.
- b. Community Development Authority (Trustees Brassington & Rupert)
 - 1) Discussion and action regarding Resolution 2021-14: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 5411 Bashford Street LLC for 5411 Bashford Street.
 - 2) Discussion and action regarding Resolution 2021-19: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 4313 LLC for 4313 Triangle Street.
- c. Discussion and action on Resolution 2021-21: A Resolution authorizing the borrowing of not to exceed \$3,000,000; and providing for the issuance and sale of general obligation Public Safety Center bonds

therefor.

- d. Discussion and action to set schedule for Committee restructuring.
- e. Future Authority, Board, Commission, and Committee agenda items requests and referrals - *This is an opportunity for Village board members to put forth Authority, Board, Commission and Committee agenda item requests and referrals, without discussion.*

8. ADJOURNMENT.

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

PROCLAMATION

Designating the Week of September 12-18th as Centennial Celebration week in honor of the Madison Curling Club's 100 Year Anniversary in McFarland, Wisconsin

WHEREAS, The Madison Curling Club is celebrating the 100th anniversary of its incorporation on September 16, 2021.

WHEREAS, The Madison Curling Club has provided many happy hours of winter recreation and socialization for its thousands of members and guests over its 100 years.

WHEREAS, Curling has been played in Madison since the late 19th century, when the University of Wisconsin Curling Club played on frozen Lake Mendota starting in 1892.

WHEREAS, The Madison Curling Club began with play beneath the spectator stands of Camp Randall from 1921-1929.

WHEREAS, Club founders filed articles of incorporation with the Wisconsin Secretary of State on September 16, 1920.

WHEREAS, The City of Madison granted permission for an indoor curling club to be built at Burr Jones Field on East Washington Avenue in 1929 and members built four sheets of natural ice in a wood frame building designed to control the wind and regulate ice temperature.

WHEREAS, The Madison Curling Club continued to thrive and expand in that location for seventy-nine years, including installing mechanical refrigeration for ice making in 1949, thereby eliminating dependence on natural ice.

WHEREAS, The club relocated to and was warmly welcomed by the Village of McFarland, building an updated and expanded 6-sheet facility there in 1997.

WHEREAS, The Madison Curling Club has hosted countless local, regional, national, and international bonspiels, and welcomed many delegations of international curlers.

WHEREAS, The Madison Curling Club has had 23 Olympians and para-Olympians emerge from its membership, including a member of the first US gold medal team and the coach of the first para-Olympic team. It has also had members who have won gold, silver, or bronze medals in state, regional, national and world championships.

WHEREAS, The Madison Curling Club is proud of its deep heritage and actively works to maintain "the spirit of curling."

WHEREAS, The Madison Curling Club is proud to be one of the oldest and largest curling clubs in the United States, now joining only 26 other clubs with a triple-digit age, 10 of which are also in Wisconsin, a state with a prominent curling Tradition, now

THEREFORE, hereby proclaim the week of September 12th through September 18th to be Centennial Celebration week in honor of the Madison Curling Club's 100 Year Anniversary.

With this, I encourage the community to observe this week and attend the Curling Club's celebration.

APPROVED:


Carolyn A. Clow, Village President

ATTEST:


Cassandra Suettinger, Village Clerk/Treasurer

McFarland Police Department



July 2021 Monthly Report

McFarland Police Department

Calls for Service

The Department had 587 calls for service in July 2021 compared to 540 in 2020.

Cases of Interest:

7/14/2021 – An Officer was driving on Farwell St and had to conduct an evasive maneuver to avoid a head on collision with a vehicle. A traffic stop was conducted on the vehicle, the driver was ultimately arrested for Operating a Motor Vehicle While Intoxicated 4th Offense. The driver submitted to a breath test with a result of 0.21.

7/18/2021 – Officers were dispatched to a weapons offense for a subject threatening people with a firearm. Officers were able to locate the subject outside and take him into custody without incident. A K9 was deployed to conduct an article search outside and the firearm was recovered. The subject was booked into the Dane County Jail.

7/28/2021 – Officers conducted a traffic stop for a vehicle speeding. The driver was investigated for being under the influence. Upon completion of the investigation, the driver was arrested for Operating a Motor Vehicle While Intoxicated 5th Offense with a Passenger Under 16. Blood test results are pending for alcohol concentration level.

Staffing Report

The Department is currently operating three positions (Two Officers and Sergeant) short. Two police officers have accepted final offers with a start date of August 9th. A third candidate has accepted a conditional offer, a final offer will be extended upon successful completion of the contingencies to fill the vacancy created by the Sergeant promotion. The Sergeant's process was completed in July with Officer Bryan Wallace selected as the new Sergeant. Sergeant Wallace will begin his new duties in August. K9 Boris officially retired from the McFarland Police Department on July 24th. A new handler process will be conducted this fall and selection of new K9 anticipated early 2022.

Training Report

Staffing levels have made additional training for officers to attend difficult. Staff are continuing with normal in-service trainings as scheduled and additional training opportunities will increase as staff levels return for patrol coverage.

- Officer Zietsma attended training for organizing a Bike Rodeo.
- Lt. Job continues Northwestern University Staff & Command College.

Officer Complaints/Compliments

Officer Complaints – Officer complaints can be submitted using the online procedure found on the Departments web page or also by calling the Police Department and asking to talk to a supervisor.

- No Complaints were received in July 2021.

Officer Compliments - Officer compliments can be submitted using the online form found on the Departments web page, by submitting an email to the Department, or by calling the Police Department and asking to talk to a supervisor.

- No Compliments were received in July 2021.

Use of Force Incidents

The Department wishes to operate in a more transparent way so a section on Use of Force Incidents will be added to the monthly report. The Department categorizes a reportable Use of Force Incident as anytime a firearm or ECD is used or displayed, or any other force is used that is at or above a compliance hold as outlined in the Intervention Options issued by the State standards.

All reportable Use of Force Incidents are reviewed by a supervisor which consists of reading reports and watching body camera or squad video of the incident. The supervisor is checking for compliance with policy, training, and acceptable standards issued by the State. If a problem is identified, the officer could be disciplined, counseled, and/or mandatory re-training will be ordered. Incidents last month were:

- 2021-250817 Disturbance – Officers were dispatched to a disturbance. The subject was not complying with orders to show their hands and attempting to close the door. Officers displayed a Taser but did not use it. The subject was taken into custody without incident.

-
- 2021-275210 Weapons Offense – Officers were dispatched to a subject threatening people with a firearm. The subject was located outside the residence. Officers displayed their firearms but did not use them. The subject was given commands and taken into custody without incident. A firearm was located, and the subject was transported to jail.



Incident Analysis Report Summary By Incident Type

McFarland Police Department
Official Case Report
Do Not Re-Release

Print Date/Time: 08/06/2021 08:24
Login ID: mcjdj
Incident Type: All
Call Source: All

From Date: 07/01/2021 00:00
To Date: 07/31/2021 23:59

McFarland Police Department
ORI Number: WI0137300
Officer ID: All
Location: All

Incident Type	Number of Incidents
911 Abandoned Call	7
911 Call Playing w/Telephone	1
911 Call Silent	15
911 Call Unintentional	23
911 Disconnect	6
Accident Hit and Run	3
Accident Property Damage	4
Adult Arrested Person	1
Alarm	6
Animal Complaint/Disturbance	4
Animal Found	1
Animal Stray	4
Assist Citizen	26
Assist EMS/Fire	48
Assist Police	28
Battery	1
Battery Agg/Substantial	1
Burglary Residential	4
Check Person	22
Check Property	100
Damage to Property	3
Disturbance	4
Domestic Disturbance	3
Drug Incident/Investigation	1
Follow-Up	8
Foot Patrol	11
Fraud	4
Information	19
Juvenile Complaint	2
Landlord Tenant Trouble	1
Liquor Law Violation	1
Neighbor Trouble	2
Noise Complaint	2
OMVWI Arrest/Intoxicated Driver	4
Parking Complaint On Street	6
Phone	7
PNB/AED Response	1
Preserve the Peace	1



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To Date: 07/31/2021 23:59

McFarland Police Department
ORI Number: WI0137300

Officer ID: All
Location: All

Incident Type	Number of Incidents
Property Found	1
Recovered/Stolen Outside Agency	1
Robbery Strong Armed	1
Safety Hazard	23
Sexual Assault of a Child	1
Solicitors Complaint	1
Special Event	1
Stolen Auto	1
Suspicious Person	3
Suspicious Vehicle	17
Theft	3
Theft from Auto	3
Threats Complaint	1
Traffic Complaint/Investigation	22
Traffic Stop	121
Violation of Court Order	1
Weapons Offense	1
Total:	587

VILLAGE OF MCFARLAND
MCFARLAND MUNICIPAL COURT
September, 2021

Monthly Court Docket

August 10, 2021 – Court Docket – Initial Appearances

16 cases scheduled for Initial appearances (16 citations)

- 1 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 3 Paid prior to Appearance
- 4 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for August 24, 2021
- 8 Default appearances – Scheduled for October 12, 2021 Indigency Hearing
- 0 Rescheduled Court date to August 24, 2021

August 10, 2021 - Juvenile Court – Initial Appearances

5 cases scheduled for Initial appearances (7 citations)

- 2 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 0 Paid prior to Appearance
- 0 Not Guilty plea - Citations adjudicated or Pretrial scheduled for August 24, 2021
- 3 Default appearances – Scheduled for October 12, 2021 Indigency Hearing
- 0 Rescheduled Court date to August 24, 2021
- 0 Reviews - Monthly progress review

August 24, 2021 – Court Docket – Initial Appearances

25 cases scheduled for Initial appearances (30 citations)

- 7 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 4 Paid prior to Appearance
- 3 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for September 14, 2021
- 11 Default appearances – Scheduled for October 26, 2021 Indigency Hearing
- 0 Reschedule Court date to September 14, 2021

August 24, 2021 - Juvenile Court – Initial Appearances

2 cases scheduled for Initial appearances (3 citations)

- 2 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 0 Paid prior to Appearance
- 0 Not Guilty plea - Citations adjudicated or Pretrial scheduled for September 14, 2021
- 0 Default appearances – Scheduled for October 26, 2021 Indigency Hearing
- 0 Rescheduled Court date to September 14, 2021
- 0 Reviews - Monthly progress review

Court Activities

Monthly Financial Report

The Municipal Court received 130 payments for the month of August, 2021. Total revenue received by the Court was \$8,503.27. The Municipality retained \$4,579.79 in Court revenue, \$1,167.90 was sent to Dane County and \$2,755.58 was sent to the State.

There were 16 credit card transactions for the month of August, 2021. The Court received a total of \$1,731.80 in payments from Allpaid on-line credit card payments.

As of August, 2021, the Municipal Court has received a total of \$5,732.36 in delinquent fines from the Department of Revenue Tax Intercept Program.

As of August, 2021, the Municipal Court has received a total of \$35,065.03 in delinquent fines from the State Debt Collection.

Year to date, \$110,875.26, in forfeitures have been ordered from 471 citations adjudicated in the Municipal Court. Of that, \$5,575.00 has been converted to classroom education and/or community service hours for juveniles. A total of \$85,101.57 has been collected for 2021 and prior forfeitures.



McFarland Fire & Rescue Department

5915 Milwaukee Street • PO Box 110 • McFarland, WI 53558-0110
(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

Department Report For August 2021 Activity

- The standard incident activity reports typically provided, are not available this month due to the timing of the report and the August 30th incident.
- **General**
 - Chief Dennis will be on vacation on September 4-12. He will be available by email and cell phone, but will be out of the area.
 - On Saturday, August 21, 2021, the Reiter Family hosted a celebration of life for past McFarland Fire Chief Richard Reiter. Chief Reiter passed away last year, but due to COVID-19 precautions the family was not able to honor his memory. The day began with a fire truck procession from the Municipal Center, past Chief Reiter's home on Creamery and ended at the American Legion. We had several area departments assist with the procession and the service. The family was very appreciative.
 - Chief Dennis is meeting with Cottage Grove, Edgerton, Oregon, and Stoughton Fire Chiefs for discussions on standardized operations of large incidents. The hope will be to develop procedures in which we work similar and with limited differences to provide operations as a regional group more than individual departments.
 - We are creating a workgroup to research and possibly identify new turnout gear specifications. Our current turnout gear specification is about 5 years old and additional new products are said to be entering the market that are PFAS free.
 - On August 30th, at 8:05 am, we received a call for a shed fire in the Town of Dunn. The call was originally coded to be a small, shed type fire and didn't indicate any automatic aid units. While responding, it was assumed to be a machine shed/semi storage building and the alarm was upgraded to a working still level (adding automatic and mutual aid). We were currently down an engine; due the 2005 engine was being repaired. The delay in taking the incident to the working still

alarm resulted in our crews being shorthanded on the fireground for about twenty minutes. The incident was upgraded to a MABAS Box Alarm at the 10-minute benchmark. The result was our first engine crew worked extremely hard during the first 30 – 40 minutes, until additional resources arrived from the box alarm. The incident was all-hands working with the working still units, meaning no firefighter was able to stop working until the box alarm units arrived. Ideally, we have firefighters work in twenty-minute rotations to avoid exhaustion. We did also have a shortage of water due to the delay of our automatic aid tenders. The building was a total loss and due to the volume of fire when the 911 calls were placed, even without the delays occurring, the result would have been the same.

- **Operations**

- We completed training on the foam trailer and identified a few items needed, before placing in service during the training.
- The fall classes are beginning and several of our members will be taking the classes. We have a considerable number of staff looking forward to what their future roles within the department will be.
- We have not seen any recent cases of COVID-19 during medical incidents. We are still taking precautions with using PPE during medical calls.
- Flint Hills Resources has invited us to send a third member to their Pine Bend facility for training and Assistant Chief Reiter will be attending.
- We are continuing with our switch to ESO for our records management system and asset management. We are also working on switching the scheduling over soon. We have experienced a delay, first on our side with completing background information and now with ESO available staff due to our delay.

- **Personnel**

- Current Staffing Levels
 - Full-time Fire & Rescue Chief – 1
 - Full-time Administrative Captain – 1 (on light duty)
 - Full-time Fire Inspector/Public Education Specialist – 1
 - Full-time EMTs – 6
 - Full-time Confidential Administrative Assistant – 1 (50%)

- Paid-On-Call – 49 (10 EMTs (1 on medical leave), 21 Firefighters (1 Active Retired), 8 EMR/Firefighter, & 10 EMT/Firefighters)
 - Total Staffing Level – 57
- Administrative Captain Reiter will remain on light duty for some time. His injury was more severe than originally thought. The impact of not having Captain Reiter mostly effects the Chief's workload. Due to Captain Reiter is not able to assist the ambulance crew, or act as an incident commander during the day, often requires Chief Dennis to step in. The amount of time required performing those tasks has increased due to operational changes since COVID-19 and call volume increasing. Before COVID-19, the two-person ambulance crew was able to complete most calls with the assistance of law enforcement. During COVID-19, law enforcement refrained from medical calls, and we implemented the Duty Officer to assist on all calls. We found efficiencies in handling the calls with the Duty Officer being present and the level of law enforcement assistance didn't return to pre-COVID levels.
- We did have five applicants for paid-on-call and interviewed two individuals on August 10th. Two individuals withdrew their applications due to other offers that came up and one individual didn't respond when contacting to schedule an interview. The two individuals interviewed with the screening panel, were also interviewed with the Chief and are currently beginning the background process.
- We are conducting an Acting Officer promotional process to fill the vacancy we have from a recent promotion. We currently have two captain positions open and one lieutenant position open. We will plan to fill the lieutenant before the two captain to ensure our staff is provided with proper support.

- **Budget**

- We have purchased 275 gallons of PFAS free and green screen certified alcohol resistant class B foam, with funds from Flint Hills Resources. We still need to purchase 385 gallons of foam to complete filling the foam trailer/tender. We are hoping to make some of that purchase in 2021 and the remainder in 2022.
- The overtime account is trending high for this time of the year and will more than likely exceed the budget amount. The last two weeks of August seen a return to normal levels with the additional staff.

- The Paid-On-Call EMT account is trending high, but should normalize and may return to a projection below budget with the return to authorized full-time staff levels with being less than normal level of Paid-On-Call EMT staff.
- The State did release the Funding Assistance Program for EMS and we are completing our application. The program is planned to provide \$5,000 in funding.
- Overall, the Fire & Rescue budget is expected to have less expenditures than budgeted, due to the vacancies experienced with career EMT staff.

<u>Inspection/Prevention Activity</u>	<u>Completed</u>	<u>Year to Date Total</u>
Building Inspections	51	304
Fire Code Violations Identified	13	71
Re-inspections Completed	3	11
Corrections Noted	3	20
Building Plan Reviews	1	14
Development Reviews	1	12
Acceptance Test/site visits	5	28
Fire Drills	0	0
AHA-CPR Classes	0	18
AHA Attendance Total	0	69
Public Education	0	2
Public Education Attendance	0	3
Home Prevention Installations	0	1

Apparatus & Equipment

- We have placed 750' of 2 1/2" hose on order based on our evaluation of the test reports, age of the hose and stock levels needed for the department. We are hoping to keep the peaks and valleys of purchasing of hose minimized to avoid the current situation of several coming due for replacement. We are reviewing some 1 3/4" hose to be surplus, due to the age of the hose and the stock level is no longer needed with our current hose management processes.
- 2015 Tanker (Tender 6), the rear tank dump valve is still experiencing issues, and is scheduled to be repaired on 9/2.
- 2019 Pumper (Engine 2) has a valve needing to be replaced and is schedule to completed on 9/2. Additionally, the electronic valve

controller is having a failure on the screen. It is covered under warranty, but the manufacturer will not provide a replacement, but will repair. However, we need the controller, and it is not practical to wait on a controller for the valve, as the valve is critical to operation of the truck in many cases.

- 2005 Pumper (Engine 1)
 - The pump panel gauges have been replaced by Assistant Chief Reiter.
 - The truck had been experiencing intermittent parking brake issues. We repaired a solenoid that we found faulty, and it helped, but the issued continued. We had the Village Mechanic review the brakes and found additional repairs were needed. We have been waiting on parts for two weeks.
- The new Utility Truck construction is in final inspection. It is planned to be shipped from Florida to Wisconsin the middle of September. The Dealership work has been reduced some as the dealer removed some equipment for the Heavy Rescue to prep for the changeover already.
- The replacement aerial is progressing. We reviewed the engineering drawings and found minor errors and some needed modification. The current projected completion would be April of 2022.

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, September 13, 2021

SECTION: Consent Agenda

The Consent Agenda is for routine, procedural, and self-explanatory non-controversial items. Items will be approved by one motion unless a Board member requests that the item be removed. Board members who have a question on an item on the consent agenda or would like to have additional discussion, should request an item be removed from the consent agenda and discussed separately. Items requested to be dealt with separately, will be dealt with in the same order in which they were originally listed on the Consent Agenda under Business.

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, August 23, 2021 - 7:00 PM

1. CALL TO ORDER.

President Carolyn Clow called the regular meeting of the Village Board to order at 7:00 PM in the Community Room.

2. ATTENDANCE/ROLL CALL.

Village Board members present: Village Trustee Stephanie Brassington, Village President Carolyn Clow, Village Trustee Michael Flaherty, Village Trustee Justin Rupert, Village Trustee Carrie Nelson, Village Trustee Edward Wreh and Village Trustee Chris St. Clair.

Village Board members not present:

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Police Chief Aaron Chapin, Community and Economic Development Director Andrew Bremer, Public Works Director Jim Hessling, Outreach Director Lori Andersen, Fire/EMS Director Chris Dennis, and Communications & Technology Director Stephanie Miller.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) Recognizing Urso Brothers Custom Home Builders of McFarland as an Interior Design Winner and Overall Home Winner for the 2021 People's Choice Awards sponsored by the Madison Area Builders Association.

Village President Clow recognized Urso Brothers Custom Home Builders of McFarland as an interior design winner and overall home winner for the 2021 People's Choice Awards sponsored by the Madison Area Builders Association. She congratulated them and expressed her gratitude at having them as a local business in the Village.

b. Public Communications

4. CONSENT AGENDA.

a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.

1) Motion to approve the minutes of the August 9, 2021 Village Board meeting.

2) Motion to approve the minutes of the August 16, 2021 Special Village Board meeting.

3) Motion to approve checks in the amount of \$462,023.46.

4) Motion to approve the issuance of an event permit for the McFarland Recreation Aquatics and Play, to hold the McFarland Triathlon September 18, 2021 from 8 a.m. to 12 p.m. with the conditions outlined by the Police Chief, Fire & Rescue Chief and

Director of Public Works.

Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to approve the consent agenda as presented. Motion carries 7 - 0 - 0 by acclamation.

5. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the board may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the board for their consideration. Members of the public who are present in person and wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to cassandra.suettinger@mcfarland.wi.us to be included as part of the meeting.
- None.

6. BUSINESS.

- a. Public Safety Committee (Trustees Brassington & Wreh)
- 1) Discussion and action regarding Ordinance #2021-09: an ordinance to update finger printing service fees within the fee schedule in Appendix A of the Code of Ordinances.
- Motion by Village Trustee Stephanie Brassington, second by Village President Carolyn Clow, to approve Ordinance #2021-09: an ordinance to update finger printing service fees within the fee schedule in Appendix A of the Code of Ordinances. Motion carries 7 - 0 - 0 by acclamation.
- b. Public Utilities Committee (Trustees Wreh & Nelson)
- 1) Discussion and action regarding replacement plan for water meters and other support equipment.
- Assistant to the Public Works Director Aimee Irwin provided an overview of the various options identified by staff for water meters and other support equipment.
- Motion by Village Trustee Edward Wreh, second by Village Trustee Carrie Nelson, to upgrade the meter reading process for utility billing purposes to a cellular AMI format (Option #3) and to contract with a company for the installation of the meters over a three-year period beginning in 2022. Furthermore, Village Staff will be directed to build this replacement project schedule into the next budget and capital improvement plan.
- Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to amend the motion to approve upgrading the meter reading process for utility billing purposes to a cellular AMI format (Option #3) and to contract with a company for the installation of the meters over a three-year period beginning in 2022 pending the

successful outcome of the bidding process and funding available in the CIP and direct staff to build the project into the 2022 budget. Furthermore, Village Staff will be directed to build this replacement project schedule into the next budget and capital improvement plan in line with this action. Motion to accept the amendment carries 7 - 0 - 0 by acclamation. Amended Motion carries 7 - 0 - 0 by acclamation.

- c. Public Works Committee (Trustees Rupert & St. Clair)
Public Utilities Committee (Trustees Wreh & Nelson)

1) Discussion and action regarding the Paving and Utility Improvement Plan.

Trustee Justin Rupert provided an overview of the Paving and Utility Improvement plan. He explained the purpose of the plan was to create more transparency and a plan Village residents could look to regarding when they might expect particular roads to be improved.

T&C Engineer Tim Stieve provided additional information on the plan including the tools that were used to develop the plan including the Wisconsin Information System for Local Roads.

The Board expressed gratitude and appreciation for the creation of the plan and all who were involved in creating it.

Motion by Village Trustee Justin Rupert, second by Village Trustee Edward Wreh, to accept the Paving and Utility Improvement Plan as presented. Furthermore, Village Staff will be directed to build this plan into the next budget and capital improvement plan as applicable including the addition of Bremer Road. Motion carries 7 - 0 - 0 by acclamation.

2) Discussion and action regarding Town and Country's proposal for design services for the 2022 Paving and Utility Improvement projects.

Village Administrator Schuenke provided an overview of the proposal from Town and Country for design services for the 2022 Paving and Utility Improvement projects. He noted it is advantageous to approve the contract now for 2022 work to ensure the Village's projects are bid early enough to get priority for 2022 road work.

Motion by Village Trustee Justin Rupert, second by Village Trustee Chris St. Clair, to approve Town and Country's proposal for design services for the 2022 Paving and Utility Improvement projects with the inclusion of Bremer Road. Motion carries 7 - 0 - 0 by acclamation.

d. Discussion and action regarding acceptance of the Village of McFarland updated Operational Reopening Plan dated August 23, 2021.

Village Administrator Schuenke provided an overview of the proposed updates to the plan. He reported the updated version generalizes and simplifies the document to defer requirements regarding PPE to both the CDC and Dane County Public Health. The intent is to be able to navigate the changes that will likely come as we navigate the pandemic.

Motion by Village President Carolyn Clow, second by Village Trustee Justin Rupert, to accept the Village of McFarland updated Operational Reopening Plan dated August 23, 2021. Motion carries 7 - 0 - 0 by acclamation.

- e. Discussion and action regarding the extension of Addendum C (Workplace Response Policy) within the Personnel Policy Manual.

Clerk/Treasurer Suettinger provided an overview of the proposal to extend Addendum C (Workplace Response Policy) within the Personnel Policy Manual. She reported the new Dane County Health orders require employers to have policies providing face coverings and enforcing the public health orders. The proposed policy achieves that requirement and provides additional guidance for employees.

Motion by Village President Carolyn Clow, second by Village Trustee Stephanie Brassington, to approve the extension of Addendum C (Workplace Response Policy) within the Personnel Policy Manual. Motion carries 7 - 0 - 0 by acclamation.

- f. Discussion and action regarding the extension of Addendum D (Village Emergency Paid Sick Leave) within the Personnel Policy Manual

Clerk/Treasurer Suettinger reported on the request to extend Addendum C regarding the workplace policy. It is also recommended to extend Addendum D of the Personnel Policy Manual regarding Village Emergency Paid Sick Leave. She highlighted this provides employees with additional sick leave that can be used for specific COVID-19 related situations.

Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to approve the extension of Addendum D (Village Emergency Paid Sick Leave) within the Personnel Policy Manual. Motion carries 7 - 0 - 0 by acclamation.

- g. Discussion on Committee restructuring.

Village President Clow provided an overview of the proposal on moving forward with Committee restructuring.

Trustee Wreh expressed a desire that the Diversity, Equity and Inclusion Committee become a permanent Committee. The Board agreed this should be part of the Committee restructuring moving forward. Village Administrator Schuenke noted the Diversity, Equity and Inclusion Committee would be bringing forward a recommendation on the topic in the near future.

- h. Future Authority, Board, Commission, and Committee agenda items requests and referrals - This is an opportunity for Village board members to put forth Authority, Board, Commission and Committee agenda item requests and referrals, without discussion.

Trustee Brassington requested the topic of the Village's involvement with the Chamber of Commerce be added to a future Committee of the Whole Meeting for discussion.

7. ADJOURNMENT.

Motion by President Carolyn Clow, second by Village Trustee Michael Flaherty, to adjourn

at 8:37 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Village Clerk/Treasurer

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/28/2021	PC	09/03/2021		RUPERT, JUSTIN	982	627.98
08/28/2021	CDPT	09/03/2021		FIRE FIGHTERS LOCAL 3	8	160.51
08/28/2021	CDPT	09/03/2021		WI SCTF	5	207.69
08/28/2021	CDPT	09/03/2021		WPPA TREASURER	6	462.00
08/28/2021	PC	09/03/2021		BOYD, STEVEN	69	780.96
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PAYROLL RELATED

\$2,239.14

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
10	ARAMARK	0016414015	MATS	1	08/20/2021	57.20	.00	57.20	09/10/2021
		0016414067	MATS	1	08/27/2021	57.20	.00	57.20	09/10/2021
		0016414121	MATS	1	09/03/2021	52.33	.00	52.33	09/10/2021
Total 10:						166.73	.00	166.73	
26	ALERT-ALL CORPORATIO	W27579	FIRE PREVENTION WEE	1	08/24/2021	1,072.00	.00	1,072.00	09/10/2021
Total 26:						1,072.00	.00	1,072.00	
30	ALLIANT ENERGY/WP&L	081721	4806 MCDANIEL LANE	1	08/17/2021	101.88	.00	101.88	08/30/2021
		081721	FLOOD LIGHT - 2860 HID	2	08/17/2021	27.61	.00	27.61	08/30/2021
		081721	3234 COUNTY RD AB	3	08/17/2021	21.88	.00	21.88	08/30/2021
		081721	6300 ELVEHJEM/DOG PA	4	08/17/2021	54.40	.00	54.40	08/30/2021
		082521	WATER TOWER - HOLSC	1	08/25/2021	17.94	.00	17.94	09/10/2021
		082521	WATER TOWER - BURMA	2	08/25/2021	65.44	.00	65.44	09/10/2021
		082521	WELL #1	3	08/25/2021	546.33	.00	546.33	09/10/2021
		082521	WELL #3	4	08/25/2021	1,528.47	.00	1,528.47	09/10/2021
		082521	WELL #1	5	08/25/2021	18.57	.00	18.57	09/10/2021
		082521	WELL #3	6	08/25/2021	14.71	.00	14.71	09/10/2021
		082521	WELL #4	7	08/25/2021	14.22	.00	14.22	09/10/2021
		082521	LIFT #1	8	08/25/2021	117.76	.00	117.76	09/10/2021
		082521	LIFT #2	9	08/25/2021	134.65	.00	134.65	09/10/2021
		082521	LIFT #3	10	08/25/2021	53.37	.00	53.37	09/10/2021
		082521	LIFT #5	11	08/25/2021	175.35	.00	175.35	09/10/2021
		082521	BRANDT PARK	12	08/25/2021	390.63	.00	390.63	09/10/2021
		082521	LEWIS PARK	13	08/25/2021	93.49	.00	93.49	09/10/2021
		082521	FLOWER CORNER	14	08/25/2021	23.82	.00	23.82	09/10/2021
		082521	GAZEBO	15	08/25/2021	27.85	.00	27.85	09/10/2021
		082521	CEDAR GLADE AERATOR	16	08/25/2021	66.22	.00	66.22	09/10/2021
		082521	STREET LIGHTING (2)	17	08/25/2021	249.02	.00	249.02	09/10/2021
		082521	TRAFFIC FLASHERS - BA	18	08/25/2021	17.61	.00	17.61	09/10/2021
		082521	TRAFFIC FLASHERS - FA	19	08/25/2021	17.50	.00	17.50	09/10/2021
		082521	TRAFFIC FLASHERS - FA	20	08/25/2021	17.27	.00	17.27	09/10/2021
		082521	TRAFFIC FLASHERS - CR	21	08/25/2021	17.27	.00	17.27	09/10/2021
		082521	SIRENS	22	08/25/2021	29.00	.00	29.00	09/10/2021
			112475000-0	STREET LIGHTING (1)	1	08/30/2021	9,628.95	.00	9,628.95
Total 30:						13,471.21	.00	13,471.21	
68	BADGER WELDING SUPP	3666189	BADGER WELDING - OXY	1	08/17/2021	30.70	.00	30.70	09/10/2021
		3666900	BADGER WELDING - OXY	1	08/24/2021	73.85	.00	73.85	09/10/2021
		3667418	BADGER WELDING - OXY	1	08/31/2021	23.10	.00	23.10	09/10/2021
		3667941	ACETYLENE & OXYGEN	1	08/31/2021	.93	.00	.93	09/10/2021
		3667941	ACETYLENE & OXYGEN	2	08/31/2021	3.41	.00	3.41	09/10/2021
		3667941	ACETYLENE & OXYGEN	3	08/31/2021	.93	.00	.93	09/10/2021
		3667941	ACETYLENE & OXYGEN	4	08/31/2021	.93	.00	.93	09/10/2021
Total 68:						133.85	.00	133.85	
74	BAKER & TAYLOR BOOK	2036145208	JUVENILE BOOKS	1	08/19/2021	10.20	.00	10.20	09/10/2021
		2036152264	JUVENILE BOOKS	1	08/20/2021	12.62	.00	12.62	09/10/2021
		2036169922	ADULT BOOKS	1	08/31/2021	221.07	.00	221.07	09/10/2021
		2036173154	JUVENILE BOOKS	1	09/01/2021	37.74	.00	37.74	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 74:						281.63	.00	281.63	
78	BATTERIES PLUS LLC	P43237822	TRAFFIC CONTROL PART	1	09/01/2021	35.90	.00	35.90	09/10/2021
Total 78:						35.90	.00	35.90	
104	BOBCAT OF MADISON IN	01-97509	TOOLCAT MAINTENANCE	1	08/23/2021	60.88	.00	60.88	09/10/2021
		01-97509	TOOLCAT MAINTENANCE	2	08/23/2021	16.60	.00	16.60	09/10/2021
		01-97509	TOOLCAT MAINTENANCE	3	08/23/2021	16.60	.00	16.60	09/10/2021
		01-97509	TOOLCAT MAINTENANCE	4	08/23/2021	16.60	.00	16.60	09/10/2021
Total 104:						110.68	.00	110.68	
157	CHAMPIONSHIP AWARD	64463	PLAQUE	1	09/09/2021	112.50	.00	112.50	09/10/2021
Total 157:						112.50	.00	112.50	
158	CHARTER COMMUNICATI	0003261090	CHARTER CABLE	1	09/01/2021	98.39	.00	98.39	09/10/2021
Total 158:						98.39	.00	98.39	
161	CHASE LUMBER AND FU	0003/200185	PARK SUPPLIES	1	08/02/2021	8.72	.00	8.72	09/10/2021
		0003/200186	PARK SUPPLIES	1	08/02/2021	8.72	.00	8.72	09/10/2021
		0003/200189	PW SHOP	1	08/20/2021	40.35	.00	40.35	09/10/2021
		0003/200189	PW SHOP	2	08/20/2021	11.00	.00	11.00	09/10/2021
		0003/200189	PW SHOP	3	08/20/2021	11.00	.00	11.00	09/10/2021
		0003/200189	PW SHOP	4	08/20/2021	11.01	.00	11.01	09/10/2021
Total 161:						90.80	.00	90.80	
166	CINTAS CORPORATION #	8405284994	FIRST AID SUPPLIES - RE	1	08/20/2021	31.62	.00	31.62	09/10/2021
		8405284994	FIRST AID SUPPLIES - RE	2	08/20/2021	8.62	.00	8.62	09/10/2021
		8405284994	FIRST AID SUPPLIES - RE	3	08/20/2021	8.62	.00	8.62	09/10/2021
		8405284994	FIRST AID SUPPLIES - RE	4	08/20/2021	8.63	.00	8.63	09/10/2021
Total 166:						57.49	.00	57.49	
172	CITY OF MADISON TREA	35312	SIGNS	1	08/17/2021	59.61	.00	59.61	09/10/2021
Total 172:						59.61	.00	59.61	
194	CONCENTRA	103418154	PRE-EMPLOYMENT SCR	1	08/05/2021	288.50	.00	288.50	09/10/2021
		103422055	PRE-EMPLOYMENT SCR	1	08/04/2021	76.73	.00	76.73	09/10/2021
		103422055	PRE-EMPLOYMENT SCR	2	08/04/2021	20.92	.00	20.92	09/10/2021
		103422055	PRE-EMPLOYMENT SCR	3	08/04/2021	20.93	.00	20.93	09/10/2021
		103422055	PRE-EMPLOYMENT SCR	4	08/04/2021	20.92	.00	20.92	09/10/2021
		103426400	PRE-EMPLOYMENT SCR	1	08/23/2021	111.00	.00	111.00	09/10/2021
Total 194:						539.00	.00	539.00	
196	CONNEY SAFETY PROD	06013611	CROSSING GUARD CON	1	08/26/2021	68.60	.00	68.60	09/10/2021
Total 196:						68.60	.00	68.60	
234	DANE CO EMERGENCY	10650	COUNTY OF DANE EM -	1	09/08/2021	2.78	.00	2.78	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 234:						2.78	.00	2.78	
247	DANE CO TREASURER	154-083121	JAIL & SURCHARGES - A	1	08/31/2021	1,167.90	.00	1,167.90	09/10/2021
Total 247:						1,167.90	.00	1,167.90	
249	DANE COUNTY TREASU	083021	UNCLAIMED FUNDS - PD	1	08/30/2021	12,912.86	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	2	08/30/2021	200.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	3	08/30/2021	61.96	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	4	08/30/2021	805.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	5	08/30/2021	22.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	6	08/30/2021	20.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	7	08/30/2021	7.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	8	08/30/2021	14.42	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	9	08/30/2021	20.06	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	10	08/30/2021	67.84	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	11	08/30/2021	137.50	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	12	08/30/2021	134.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	13	08/30/2021	107.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	14	08/30/2021	151.76	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	15	08/30/2021	101.55	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	16	08/30/2021	315.00	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS	17	08/30/2021	24.50	.00	.00	08/30/2021
		083021	UNCLAIMED FUNDS - PD	18	08/30/2021	12,912.86-			
		083021	UNCLAIMED FUNDS	19	08/30/2021	200.00-			
		083021	UNCLAIMED FUNDS	20	08/30/2021	61.96-			
		083021	UNCLAIMED FUNDS	21	08/30/2021	805.00-			
		083021	UNCLAIMED FUNDS	22	08/30/2021	22.00-			
		083021	UNCLAIMED FUNDS	23	08/30/2021	20.00-			
		083021	UNCLAIMED FUNDS	24	08/30/2021	7.00-			
		083021	UNCLAIMED FUNDS	25	08/30/2021	14.42-			
		083021	UNCLAIMED FUNDS	26	08/30/2021	20.06-			
		083021	UNCLAIMED FUNDS	27	08/30/2021	67.84-			
		083021	UNCLAIMED FUNDS	28	08/30/2021	137.50-			
		083021	UNCLAIMED FUNDS	29	08/30/2021	134.00-			
		083021	UNCLAIMED FUNDS	30	08/30/2021	107.00-			
		083021	UNCLAIMED FUNDS	31	08/30/2021	151.76-			
		083021	UNCLAIMED FUNDS	32	08/30/2021	101.55-			
		083021	UNCLAIMED FUNDS	33	08/30/2021	315.00-			
		083021	UNCLAIMED FUNDS	34	08/30/2021	24.50-			
		083121	UNCLAIMED FUNDS - PD	1	08/31/2021	11,887.83	.00	11,887.83	08/31/2021
		083121	UNCLAIMED FUNDS	2	08/31/2021	24.50	.00	24.50	08/31/2021
		083121	UNCLAIMED FUNDS	3	08/31/2021	200.00	.00	200.00	08/31/2021
		083121	UNCLAIMED FUNDS	4	08/31/2021	61.96	.00	61.96	08/31/2021
		083121	UNCLAIMED FUNDS	5	08/31/2021	805.00	.00	805.00	08/31/2021
		083121	UNCLAIMED FUNDS	6	08/31/2021	22.00	.00	22.00	08/31/2021
		083121	UNCLAIMED FUNDS	7	08/31/2021	20.00	.00	20.00	08/31/2021
		083121	UNCLAIMED FUNDS	8	08/31/2021	7.00	.00	7.00	08/31/2021
		083121	UNCLAIMED FUNDS	9	08/31/2021	14.42	.00	14.42	08/31/2021
		083121	UNCLAIMED FUNDS	10	08/31/2021	20.06	.00	20.06	08/31/2021
		083121	UNCLAIMED FUNDS	11	08/31/2021	67.84	.00	67.84	08/31/2021
		083121	UNCLAIMED FUNDS	12	08/31/2021	137.50	.00	137.50	08/31/2021
		083121	UNCLAIMED FUNDS	13	08/31/2021	134.00	.00	134.00	08/31/2021
		083121	UNCLAIMED FUNDS	14	08/31/2021	107.00	.00	107.00	08/31/2021
		083121	UNCLAIMED FUNDS	15	08/31/2021	151.76	.00	151.76	08/31/2021
		083121	UNCLAIMED FUNDS	16	08/31/2021	101.55	.00	101.55	08/31/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		083121	UNCLAIMED FUNDS	17	08/31/2021	315.00	.00	315.00	08/31/2021
		09022021	DOG SETTLEMENT - SEP	1	09/02/2021	7,390.00	.00	7,390.00	09/02/2021
Total 249:						21,467.42	.00	21,467.42	
338	ENGELHART INC	1751045	TURF MOWER #10	1	08/24/2021	41.09	.00	41.09	09/10/2021
		1751045	TURF MOWER #10	2	08/24/2021	11.20	.00	11.20	09/10/2021
		1751045	TURF MOWER #10	3	08/24/2021	11.20	.00	11.20	09/10/2021
		1751045	TURF MOWER #10	4	08/24/2021	11.21	.00	11.21	09/10/2021
		1751046	MOTO MIX	1	08/24/2021	31.96	.00	31.96	09/10/2021
Total 338:						106.66	.00	106.66	
341	ENVIRONMENT CONTRO	19377-613	JANITORIAL SERVICES -	1	09/01/2021	415.00	.00	415.00	09/10/2021
		19377-613	JANITORIAL SERVICES	2	09/01/2021	2,084.00	.00	2,084.00	09/10/2021
		19479-613	MC CLEANING	1	09/01/2021	1,457.00	.00	1,457.00	09/10/2021
		19479-613	MC CLEANING - COVID19	2	09/01/2021	2,242.00	.00	2,242.00	09/10/2021
		4821-613INV	WILLIAM MCF PARK CLE	1	08/31/2021	1,057.76	.00	1,057.76	09/10/2021
		4822-613INV	BRANDT PARK CLEANIN	1	08/31/2021	1,057.76	.00	1,057.76	09/10/2021
		4823-613INV	MCDANIEL PARK CLEANI	1	08/31/2021	1,057.76	.00	1,057.76	09/10/2021
		4824-613INV	LEWIS PARK CLEANING	1	08/31/2021	1,057.76	.00	1,057.76	09/10/2021
		4825-613INV	URSO PARK CLEANING C	1	08/31/2021	1,057.76	.00	1,057.76	09/10/2021
Total 341:						11,486.80	.00	11,486.80	
345	JFTCO, INC	PIMS012923	EQUIPMENT PARTS BAC	1	08/20/2021	1.84	.00	1.84	09/10/2021
		PIMS012923	EQUIPMENT PARTS BAC	2	08/20/2021	1.84	.00	1.84	09/10/2021
		PIMS012923	EQUIPMENT PARTS BAC	3	08/20/2021	1.84	.00	1.84	09/10/2021
		PIMS012923	EQUIPMENT PARTS BAC	4	08/20/2021	6.73	.00	6.73	09/10/2021
		PIMS012931	EQUIPMENT PARTS BAC	1	08/21/2021	8.23	.00	8.23	09/10/2021
		PIMS012931	EQUIPMENT PARTS BAC	2	08/21/2021	8.23	.00	8.23	09/10/2021
		PIMS012931	EQUIPMENT PARTS BAC	3	08/21/2021	8.23	.00	8.23	09/10/2021
		PIMS012931	EQUIPMENT PARTS BAC	4	08/21/2021	30.15	.00	30.15	09/10/2021
		PIMS013018	BACKHOE	1	08/25/2021	199.24	.00	199.24	09/10/2021
		PIMS013018	BACKHOE	2	08/25/2021	54.34	.00	54.34	09/10/2021
		PIMS013018	BACKHOE	3	08/25/2021	54.34	.00	54.34	09/10/2021
		PIMS013018	BACKHOE	4	08/25/2021	54.34	.00	54.34	09/10/2021
		PIMS013018	BACKHOE PARTS	1	08/25/2021	45.79	.00	45.79	09/10/2021
		PIMS013018	BACKHOE PARTS	2	08/25/2021	12.49	.00	12.49	09/10/2021
		PIMS013018	BACKHOE PARTS	3	08/25/2021	12.49	.00	12.49	09/10/2021
		PIMS013018	BACKHOE PARTS	4	08/25/2021	12.48	.00	12.48	09/10/2021
		PIMS013046	BACKHOE PARTS	1	08/26/2021	61.04	.00	61.04	09/10/2021
		PIMS013046	BACKHOE PARTS	2	08/26/2021	16.64	.00	16.64	09/10/2021
		PIMS013046	BACKHOE PARTS	3	08/26/2021	16.64	.00	16.64	09/10/2021
		PIMS013046	BACKHOE PARTS	4	08/26/2021	16.64	.00	16.64	09/10/2021
		PIMS013047	BACKHOE PARTS	1	08/26/2021	44.24	.00	44.24	09/10/2021
		PIMS013047	BACKHOE PARTS	2	08/26/2021	12.06	.00	12.06	09/10/2021
		PIMS013047	BACKHOE PARTS	3	08/26/2021	12.06	.00	12.06	09/10/2021
		PIMS013047	BACKHOE PARTS	4	08/26/2021	12.06	.00	12.06	09/10/2021
		PIMS013047	BACKHOE PARTS	1	08/26/2021	6.74	.00	6.74	09/10/2021
		PIMS013047	BACKHOE PARTS	2	08/26/2021	1.84	.00	1.84	09/10/2021
		PIMS013047	BACKHOE PARTS	3	08/26/2021	1.84	.00	1.84	09/10/2021
		PIMS013047	BACKHOE PARTS	4	08/26/2021	1.83	.00	1.83	09/10/2021
		PIMS013047	BACKHOE PARTS	1	08/26/2021	10.15	.00	10.15	09/10/2021
		PIMS013047	BACKHOE PARTS	2	08/26/2021	2.76	.00	2.76	09/10/2021
		PIMS013047	BACKHOE PARTS	3	08/26/2021	2.76	.00	2.76	09/10/2021
		PIMS013047	BACKHOE PARTS	4	08/26/2021	2.76	.00	2.76	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		PIMS013055	BACKHOE PARTS	1	08/27/2021	2.79	.00	2.79	09/10/2021
		PIMS013055	BACKHOE PARTS	2	08/27/2021	2.79	.00	2.79	09/10/2021
		PIMS013055	BACKHOE PARTS	3	08/27/2021	2.79	.00	2.79	09/10/2021
		PIMS013055	BACKHOE PARTS	4	08/27/2021	10.20	.00	10.20	09/10/2021
		PIMS013074	BACKHOE PARTS	1	08/27/2021	1.84	.00	1.84	09/10/2021
		PIMS013074	BACKHOE PARTS	2	08/27/2021	1.84	.00	1.84	09/10/2021
		PIMS013074	BACKHOE PARTS	3	08/27/2021	1.84	.00	1.84	09/10/2021
		PIMS013074	BACKHOE PARTS	4	08/27/2021	6.73	.00	6.73	09/10/2021
		PIMS013074	BACKHOE PARTS CREDI	1	08/27/2021	5.55-	.00	5.55-	09/10/2021
		PIMS013074	BACKHOE PARTS CREDI	2	08/27/2021	5.55-	.00	5.55-	09/10/2021
		PIMS013074	BACKHOE PARTS CREDI	3	08/27/2021	5.55-	.00	5.55-	09/10/2021
		PIMS013074	BACKHOE PARTS CREDI	4	08/27/2021	20.35-	.00	20.35-	09/10/2021
		PIMS013083	BACKHOE PARTS	1	08/28/2021	4.39	.00	4.39	09/10/2021
		PIMS013083	BACKHOE PARTS	2	08/28/2021	4.39	.00	4.39	09/10/2021
		PIMS013083	BACKHOE PARTS	3	08/28/2021	4.39	.00	4.39	09/10/2021
		PIMS013083	BACKHOE PARTS	4	08/28/2021	16.10	.00	16.10	09/10/2021
Total 345:						757.75	.00	757.75	
350	FASTENAL COMPANY	WIMAD4340	WATER PARTS	1	08/02/2021	137.99	.00	137.99	09/10/2021
Total 350:						137.99	.00	137.99	
366	FOREMOST PROMOTION	535081	FIRE PREVENTION CRAY	1	08/23/2021	199.33	.00	199.33	09/10/2021
Total 366:						199.33	.00	199.33	
408	GRAINGER INC	9028054667	MASKS FOR STAFF	1	08/19/2021	14.07	.00	14.07	09/10/2021
		9028054667	MASKS FOR STAFF	2	08/19/2021	3.83	.00	3.83	09/10/2021
		9028054667	MASKS FOR STAFF	3	08/19/2021	3.83	.00	3.83	09/10/2021
		9028054667	MASKS FOR STAFF	4	08/19/2021	3.83	.00	3.83	09/10/2021
		9036780402	HAND SOAP	1	08/27/2021	74.15	.00	74.15	09/10/2021
		9037826386	WATER HOSE	1	08/30/2021	212.42	.00	212.42	09/10/2021
		9040303472	DOOR NOTICE LABEL	1	08/31/2021	5.41	.00	5.41	09/10/2021
Total 408:						317.54	.00	317.54	
452	HYDRITE CHEMICAL	02499010	WATER CHEMICALS	1	08/27/2021	534.00	.00	534.00	09/10/2021
Total 452:						534.00	.00	534.00	
460	INNES, TOM	TI-052416	EMS MEAL	1	05/24/2016	7.00	.00	.00	Multiple
		TI-052416	EMS MEAL	2	05/24/2016	7.00-			
Total 460:						.00	.00	.00	
476	JEFFERSON FIRE & SAF	IN132401	HONEYWELL PATCH	1	08/24/2021	128.77	.00	128.77	09/10/2021
		IN132653	PPV FAN	1	09/03/2021	4,258.00	.00	4,258.00	09/10/2021
Total 476:						4,386.77	.00	4,386.77	
563	LW ALLEN LLC	109075	SCADA	1	09/07/2021	509.25	.00	509.25	09/10/2021
Total 563:						509.25	.00	509.25	
581	MADISON TRUCK EQUIP	19709	VBLADE SNOW PLOW	1	08/24/2021	5,444.00	.00	5,444.00	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 581:						5,444.00	.00	5,444.00	
601	MCCANN'S UNDERGROU	17594	SEWER LINE REPAIR MC	1	07/23/2021	3,135.00	.00	3,135.00	09/10/2021
		17595	STORM SEWER CLEANIN	1	08/23/2021	1,137.50	.00	1,137.50	09/10/2021
Total 601:						4,272.50	.00	4,272.50	
634	MENARDS - MONONA	17295	WELL 3 FACILITY REPAIR	1	08/20/2021	1.37	.00	1.37	09/10/2021
		17923	PW SUPPLIES	1	09/02/2021	32.98	.00	32.98	09/10/2021
		17923	PW SUPPLIES	2	09/02/2021	8.99	.00	8.99	09/10/2021
		17923	PW SUPPLIES	3	09/02/2021	9.00	.00	9.00	09/10/2021
		17923	PW SUPPLIES	4	09/02/2021	9.00	.00	9.00	09/10/2021
Total 634:						61.34	.00	61.34	
640	MGE	11299443-09	STREET LIGHTS	1	09/01/2021	733.72	.00	733.72	09/10/2021
		13010467-08	STREET LIGHTS	1	08/26/2021	24.65	.00	24.65	09/10/2021
		14096945-08	GOBEN BUILDING	1	08/26/2021	33.55	.00	33.55	09/10/2021
		21056320-08	LIFT #4 ELECT	1	08/26/2021	42.45	.00	42.45	09/10/2021
		27667872-08	LIFT #5 GAS	1	08/26/2021	28.62	.00	28.62	09/10/2021
		29538501-08	4820 MARSH RD	1	08/26/2021	204.53	.00	204.53	09/10/2021
		30200505-08	GOBEN BUILDING	1	08/26/2021	83.45	.00	83.45	09/10/2021
Total 640:						1,150.97	.00	1,150.97	
667	MINNESOTA LIFE INS CO	002832L-OC	OCT LIFE INSURANCE	1	09/01/2021	1,550.74	.00	1,550.74	09/10/2021
Total 667:						1,550.74	.00	1,550.74	
722	OPENWOOD STUDIOS IN	5978	PARK SIGNS	1	08/20/2021	31,453.00	.00	31,453.00	09/10/2021
Total 722:						31,453.00	.00	31,453.00	
747	PIONEER RIM & WHEEL	03CG6741	DITCH MOWER MAINTEN	1	08/24/2021	44.64	.00	44.64	09/10/2021
		03CG6741	DITCH MOWER MAINTEN	2	08/24/2021	12.18	.00	12.18	09/10/2021
		03CG6741	DITCH MOWER MAINTEN	3	08/24/2021	12.18	.00	12.18	09/10/2021
		03CG6741	DITCH MOWER MAINTEN	4	08/24/2021	12.18	.00	12.18	09/10/2021
Total 747:						81.18	.00	81.18	
756	POMP'S TIRE SERVICE I	80246900	TENDER 6 TIRE REPAIR	1	08/21/2021	61.00	.00	61.00	09/10/2021
		80247117	TURF MOWER	1	08/25/2021	29.22	.00	29.22	09/10/2021
		80247117	TURF MOWER	2	08/25/2021	29.22	.00	29.22	09/10/2021
		80247117	TURF MOWER	3	08/25/2021	29.22	.00	29.22	09/10/2021
		80247117	TURF MOWER	4	08/25/2021	107.14	.00	107.14	09/10/2021
		80247779	TOOLCAT	1	08/25/2021	20.07	.00	20.07	09/10/2021
		80247779	TOOLCAT	2	08/25/2021	5.48	.00	5.48	09/10/2021
		80247779	TOOLCAT	3	08/25/2021	5.48	.00	5.48	09/10/2021
		80247779	TOOLCAT	4	08/25/2021	5.47	.00	5.47	09/10/2021
Total 756:						292.30	.00	292.30	
775	PUBLIC SERVICE COMM	2107-I-03490	PSC FEE FOR RATE CAS	1	08/25/2021	29.05	.00	29.05	09/10/2021
Total 775:						29.05	.00	29.05	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
800	RELIANT FIRE APPARAT	WI000952	FD VEHICLE MAINT	1	09/03/2021	668.34	.00	668.34	09/10/2021
		WI000957	FD VEHICLE MAINT	1	09/03/2021	2,585.16	.00	2,585.16	09/10/2021
		WI000962	FD VEHICLE MAINT	1	09/03/2021	1,824.95	.00	1,824.95	09/10/2021
		Total 800:				5,078.45	.00	5,078.45	
836	SCHILLING SUPPLY COM	833970-00	BATH TISSUE	1	09/02/2021	51.67	.00	51.67	09/10/2021
		834341-00	BATHROOM SUPPLIES	1	09/02/2021	30.14	.00	30.14	09/10/2021
		834820-00	OPERATING SUPPLIES	1	09/01/2021	589.61	.00	589.61	09/10/2021
		Total 836:				671.42	.00	671.42	
870	SLINDE TRUCKING	090121	MULCH FOR PARKS	1	09/01/2021	485.00	.00	485.00	09/10/2021
Total 870:						485.00	.00	485.00	
992	US CELLULAR	0458293495	PD PHONE	1	08/22/2021	1,244.64	.00	1,244.64	09/10/2021
		0458293495	FD/EMS PHONE	2	08/22/2021	470.74	.00	470.74	09/10/2021
		0458293495	OUTREACH PHONE	3	08/22/2021	81.00	.00	81.00	09/10/2021
		0458293495	CABLE/COMMTECH PHO	4	08/22/2021	42.50	.00	42.50	09/10/2021
		0458293495	COMMDEV PHONE	5	08/22/2021	2.90	.00	2.90	09/10/2021
		0458293495	PW PHONE	6	08/22/2021	122.12	.00	122.12	09/10/2021
		0458293495	SEWER PHONE	7	08/22/2021	122.11	.00	122.11	09/10/2021
		0458293495	WATER PHONE	8	08/22/2021	122.11	.00	122.11	09/10/2021
Total 992:						2,208.12	.00	2,208.12	
1005	VANNGUARD UTILITY PA	9080	LOCATES	1	09/02/2021	82.50	.00	82.50	09/10/2021
Total 1005:						82.50	.00	82.50	
1015	VILLAGE OF MCFARLAN	083121	MUNICIPAL CENTER	1	08/31/2021	345.54	.00	345.54	09/10/2021
		083121	PW GARAGE	2	08/31/2021	364.82	.00	364.82	09/10/2021
		083121	PW GARAGE	3	08/31/2021	449.51	.00	449.51	09/10/2021
		083121	OLD LIBRARY	4	08/31/2021	29.66	.00	29.66	09/10/2021
		083121	LIBRARY	5	08/31/2021	329.56	.00	329.56	09/10/2021
		083121	LIBRARY	6	08/31/2021	164.61	.00	164.61	09/10/2021
		083121	MUNICIPAL CENTER	7	08/31/2021	587.13	.00	587.13	09/10/2021
		083121	HOUSE 4902 TERMINAL	8	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	VOM - 5541 HOLSCHER	9	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	PARKING LOT - BURMA	10	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	ROW CREAMERY RD	11	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	5411 BASHFORD	12	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	4313 TRIANGLE ST	13	08/31/2021	167.58	.00	167.58	09/10/2021
		083121	5817 MILWAUKEE ST	14	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	OLD WELL HOUSE	15	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	WATER TOWER - BURMA	16	08/31/2021	60.80	.00	60.80	09/10/2021
		083121	WATER TOWER - HOLSC	17	08/31/2021	41.52	.00	41.52	09/10/2021
		083121	WELL #1	18	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	WELL #3	19	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	LIFT #1	20	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	LIFT #2	21	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	LIFT #4	22	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	RIDGE VIEW	23	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	PED PATH - RUNNING DE	24	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	YAHARA RIVER PARK	25	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	PED PATH	26	08/31/2021	14.83	.00	14.83	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		083121	LEGION MEMORIAL PAR	27	08/31/2021	56.35	.00	56.35	09/10/2021
		083121	BRANDT PARK	28	08/31/2021	128.27	.00	128.27	09/10/2021
		083121	WOODLAND ESTATES PA	29	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	AUTUMN GROVE PARK	30	08/31/2021	34.11	.00	34.11	09/10/2021
		083121	CEDAR RIDGE	31	08/31/2021	53.39	.00	53.39	09/10/2021
		083121	CEDAR GLADE PARK	32	08/31/2021	16.31	.00	16.31	09/10/2021
		083121	BOCCE BALL COURT	33	08/31/2021	16.83	.00	16.83	09/10/2021
		083121	EGNER PARK	34	08/31/2021	19.28	.00	19.28	09/10/2021
		083121	HIGHLAND OAK PARK	35	08/31/2021	32.63	.00	32.63	09/10/2021
		083121	COMMUNITY GARDEN	36	08/31/2021	14.84	.00	14.84	09/10/2021
		083121	PED PATH - DALE CURTI	37	08/31/2021	14.83	.00	14.83	09/10/2021
		083121	WM MCFARLAND PARK -	38	08/31/2021	709.90	.00	709.90	09/10/2021
		083121	PED PATH - OSBORN	39	08/31/2021	14.83	.00	14.83	09/10/2021
Total 1015:						3,904.41	.00	3,904.41	
1093	WI STATE LABORATORY	686278	WATER TESTS	1	08/31/2021	26.00	.00	26.00	09/10/2021
Total 1093:						26.00	.00	26.00	
1094	WI SUPREME COURT	082521	MUNICIPAL COURT CLER	1	08/25/2021	40.00	.00	40.00	09/10/2021
Total 1094:						40.00	.00	40.00	
1200	EZ OFFICE PRODUCTS	803920	OFFICE SUPPLIES	1	08/24/2021	34.24	.00	34.24	09/10/2021
Total 1200:						34.24	.00	34.24	
1245	PROFESSIONAL PEST C	530048	PARKS PEST CONTROL	1	08/27/2021	49.00	.00	49.00	09/10/2021
Total 1245:						49.00	.00	49.00	
1256	BOUND TREE MEDICAL,	84181587	EMS - SUPPLIES	1	08/24/2021	261.47	.00	261.47	09/10/2021
Total 1256:						261.47	.00	261.47	
1358	EBI INC	207325	STOOL REPLACEMENT	1	08/27/2021	634.20	.00	634.20	09/10/2021
Total 1358:						634.20	.00	634.20	
1397	ALL COMFORT SERVICE	625249	MC REPAIRS	1	05/11/2021	576.15	.00	576.15	09/10/2021
		625249	MC REPAIRS	2	05/11/2021	157.13	.00	157.13	09/10/2021
		625249	MC REPAIRS	3	05/11/2021	157.13	.00	157.13	09/10/2021
		625249	MC REPAIRS	4	05/11/2021	157.13	.00	157.13	09/10/2021
		626045	MC REPAIRS	1	05/30/2021	176.55	.00	176.55	09/10/2021
		626045	MC REPAIRS	2	05/30/2021	48.15	.00	48.15	09/10/2021
		626045	MC REPAIRS	3	05/30/2021	48.15	.00	48.15	09/10/2021
		626045	MC REPAIRS	4	05/30/2021	48.15	.00	48.15	09/10/2021
Total 1397:						1,368.54	.00	1,368.54	
1462	TASC	IN2090035	FSA ADMIN FEE	1	08/17/2021	183.08	.00	183.08	09/10/2021
		IN2112763	FSA ADMIN FEE	1	08/20/2021	250.00	.00	250.00	09/10/2021
Total 1462:						433.08	.00	433.08	
1694	HEARTLAND LITHO	66054	UTILITY BILLS	1	09/02/2021	75.57	.00	75.57	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		66054	UTILITY BILLS	2	09/02/2021	75.57	.00	75.57	09/10/2021
		66054	UTILITY BILLS	3	09/02/2021	75.57	.00	75.57	09/10/2021
Total 1694:						226.71	.00	226.71	
1738	STATE OF WI TREASURE	154-083121	MONTHLY COURT FEES -	1	08/31/2021	2,755.58	.00	2,755.58	09/10/2021
Total 1738:						2,755.58	.00	2,755.58	
1896	NAPA AUTO PARTS	794028	SHOP SUPPLIES	1	08/18/2021	52.52	.00	52.52	09/10/2021
		794028	SHOP SUPPLIES	2	08/18/2021	14.32	.00	14.32	09/10/2021
		794028	SHOP SUPPLIES	3	08/18/2021	14.32	.00	14.32	09/10/2021
		794028	SHOP SUPPLIES	4	08/18/2021	14.33	.00	14.33	09/10/2021
		797130	VEHICLE PARTS TRUCK	1	09/03/2021	128.77	.00	128.77	09/10/2021
		797130	VEHICLE PARTS TRUCK	2	09/03/2021	35.12	.00	35.12	09/10/2021
		797130	VEHICLE PARTS TRUCK	3	09/03/2021	35.12	.00	35.12	09/10/2021
		797130	VEHICLE PARTS TRUCK	4	09/03/2021	35.11	.00	35.11	09/10/2021
		797137	VEHICLE PARTS TRUCK	1	09/03/2021	41.20	.00	41.20	09/10/2021
		797137	VEHICLE PARTS TRUCK	2	09/03/2021	11.24	.00	11.24	09/10/2021
		797137	VEHICLE PARTS TRUCK	3	09/03/2021	11.24	.00	11.24	09/10/2021
		797137	VEHICLE PARTS TRUCK	4	09/03/2021	11.23	.00	11.23	09/10/2021
Total 1896:						404.52	.00	404.52	
1904	HUMPHREY SERVICE PA	1250647	SHOP SUPPLIES	1	08/31/2021	124.04	.00	124.04	09/10/2021
		1250647	SHOP SUPPLIES	2	08/31/2021	33.83	.00	33.83	09/10/2021
		1250647	SHOP SUPPLIES	3	08/31/2021	33.83	.00	33.83	09/10/2021
		1250647	SHOP SUPPLIES	4	08/31/2021	33.82	.00	33.82	09/10/2021
Total 1904:						225.52	.00	225.52	
1909	CATERPILLAR FINANCIA	31359652	LOADER LEASE	1	08/23/2021	1,519.35	.00	1,519.35	09/10/2021
Total 1909:						1,519.35	.00	1,519.35	
1910	ZURBUCHEN OIL INC	254250	DYED DIESEL FUEL	1	08/27/2021	620.16	.00	620.16	09/10/2021
Total 1910:						620.16	.00	620.16	
1921	FRONTIER	081621	PW PHONE	1	08/16/2021	10.71	.00	10.71	08/30/2021
		081621	PW PHONE	2	08/16/2021	10.72	.00	10.72	08/30/2021
		081621	PW PHONE	3	08/16/2021	10.72	.00	10.72	08/30/2021
		081621	PW PHONE	4	08/16/2021	39.29	.00	39.29	08/30/2021
		082221	LIBRARY PHONE	1	08/22/2021	71.07	.00	71.07	09/10/2021
Total 1921:						142.51	.00	142.51	
1978	COX, HEIDI	HC080421	MEETING SUPPLIES	1	08/04/2021	128.52	.00	128.52	09/10/2021
		HC080421	TRAINING	2	08/04/2021	10.54	.00	10.54	09/10/2021
Total 1978:						139.06	.00	139.06	
1989	CORPORATE BUSINESS	29887713	COPIER	1	08/12/2021	142.30	.00	142.30	08/30/2021
Total 1989:						142.30	.00	142.30	
2024	BURRIS EQUIPMENT	PS3004769-	TURF MOWER	1	08/19/2021	89.37	.00	89.37	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		PS3004769-	TURF MOWER	2	08/19/2021	24.38	.00	24.38	09/10/2021
		PS3004769-	TURF MOWER	3	08/19/2021	24.37	.00	24.37	09/10/2021
		PS3004769-	TURF MOWER	4	08/19/2021	24.37	.00	24.37	09/10/2021
Total 2024:						162.49	.00	162.49	
2042	THOMSON REUTERS	844962838	WEST INFORMATION CH	1	09/01/2021	185.96	.00	185.96	09/10/2021
Total 2042:						185.96	.00	185.96	
2058	MICROMARKETING LLC	858846	ADULT AUDIO BOOKS	1	08/10/2021	45.99	.00	45.99	09/10/2021
		860577	ADULT AUDIO BOOKS	1	08/31/2021	39.99	.00	39.99	09/10/2021
Total 2058:						85.98	.00	85.98	
2066	PELLITTERI WASTE SYS	2219053	TRASH SERVICE	1	08/31/2021	21,865.80	.00	21,865.80	09/10/2021
		2219053	RECYCLING SERVICE	2	08/31/2021	14,601.60	.00	14,601.60	09/10/2021
		2219053	BRANDT PARK PICKUP	3	08/31/2021	85.00	.00	85.00	09/10/2021
		2219053	ADMIN SHRED	4	08/31/2021	31.33	.00	31.33	09/10/2021
		2219053	FIRE/EMS SHRED	5	08/31/2021	10.44	.00	10.44	09/10/2021
		2219053	PD SHRED	6	08/31/2021	41.76	.00	41.76	09/10/2021
Total 2066:						36,635.93	.00	36,635.93	
2070	KKS PROPERTY	2021-9	COMMON AREA MAINT. F	1	09/01/2021	400.00	.00	400.00	09/10/2021
Total 2070:						400.00	.00	400.00	
2082	NASSCO INC	6037881	CLEANING SUPPLIES	1	08/25/2021	176.73	.00	176.73	09/10/2021
		6038126	NASSCO (TOWELS, LINE	1	08/26/2021	104.11	.00	104.11	09/10/2021
		6040671	CLEANING SUPPLIES	1	08/31/2021	52.50	.00	52.50	09/10/2021
Total 2082:						333.34	.00	333.34	
2113	GILL'S MARINE CRANE S	58516	MCDANIEL PIER REMOV	1	11/29/2018	805.00	.00	.00	Multiple
		58516	MCDANIEL PIER REMOV	2	11/29/2018	805.00-			
Total 2113:						.00	.00	.00	
2121	LAKESIDE INTERNATION	8115825	VEHICLE REPAIR TRUCK	1	08/20/2021	284.13	.00	284.13	09/10/2021
		8115825	VEHICLE REPAIR TRUCK	2	08/20/2021	77.49	.00	77.49	09/10/2021
		8115825	VEHICLE REPAIR TRUCK	3	08/20/2021	77.49	.00	77.49	09/10/2021
		8115825	VEHICLE REPAIR TRUCK	4	08/20/2021	77.49	.00	77.49	09/10/2021
		8116041	TRUCK PART - TRUCK 14	1	08/31/2021	485.50	.00	485.50	09/10/2021
		8116041	TRUCK PART - TRUCK 14	2	08/31/2021	132.41	.00	132.41	09/10/2021
		8116041	TRUCK PART - TRUCK 14	3	08/31/2021	132.41	.00	132.41	09/10/2021
		8116041	TRUCK PART - TRUCK 14	4	08/31/2021	132.41	.00	132.41	09/10/2021
		8225652P	E1 REPAIR	1	06/25/2021	129.36	.00	129.36	08/30/2021
		8225684P	E1 REPAIR	1	06/25/2021	3.27	.00	3.27	08/30/2021
		8228655PX1	E1 REPAIR	1	08/23/2021	308.46	.00	308.46	09/10/2021
		8228655PX2	E1 REPAIR	1	08/24/2021	207.56	.00	207.56	09/10/2021
		8229105P	E1 REPAIR	1	08/24/2021	325.42	.00	325.42	09/10/2021
Total 2121:						2,373.40	.00	2,373.40	
2203	WATCH GUARD	ACCINV0032	CAMERA ACCESSORIES	1	08/26/2021	998.00	.00	998.00	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 2203:						998.00	.00	998.00	
9137	RICOH USA INC	35413973	COPIER FEE	1	08/13/2021	184.59	.00	184.59	09/10/2021
		5062715120	RICOH COPIER EXTRA	1	09/01/2021	13.80	.00	13.80	09/10/2021
Total 9137:						198.39	.00	198.39	
9141	VERMEER WISCONSIN I	40029420	CHIPPER REPAIR	1	08/24/2021	217.26	.00	217.26	09/10/2021
		40029420	CHIPPER REPAIR	2	08/24/2021	59.25	.00	59.25	09/10/2021
		40029420	CHIPPER REPAIR	3	08/24/2021	59.25	.00	59.25	09/10/2021
		40029420	CHIPPER REPAIR	4	08/24/2021	59.25	.00	59.25	09/10/2021
Total 9141:						395.01	.00	395.01	
9151	PAGE PRODUCTION	21-13	SENIOR NEWS	1	08/20/2021	1,074.00	.00	1,074.00	09/10/2021
Total 9151:						1,074.00	.00	1,074.00	
16003	LEFAVE, TIM & MARCY	082021	SALT SAVER REIMBURS	1	08/20/2021	200.00	.00	200.00	09/10/2021
Total 16003:						200.00	.00	200.00	
16038	GOODE, MARCIA	01222018	OVERPAYMENT	1	01/22/2018	20.06	.00	.00	Multiple
		01222018	OVERPAYMENT	2	01/22/2018	20.06-			
Total 16038:						.00	.00	.00	
16109	MORONEY, LUIS & MARIT	011119	PROP TAX OVERPMT	1	01/11/2019	67.84	.00	.00	Multiple
		011119	PROP TAX OVERPMT	2	01/11/2019	67.84-			
Total 16109:						.00	.00	.00	
16257	CORPORATE BUSINESS	304488	COPIER LEASE	1	09/01/2021	36.27	.00	36.27	09/10/2021
		304489	COPIER LEASE	1	09/01/2021	103.44	.00	103.44	09/10/2021
		304862	COPIER CHARGES	1	09/08/2021	264.52	.00	264.52	09/10/2021
		304862	COPIER CHARGES	2	09/08/2021	52.91	.00	52.91	09/10/2021
		304862	COPIER CHARGES	3	09/08/2021	52.91	.00	52.91	09/10/2021
		304862	COPIER CHARGES	4	09/08/2021	52.90	.00	52.90	09/10/2021
		304862	COPIER CHARGES	5	09/08/2021	52.90	.00	52.90	09/10/2021
		304862	COPIER CHARGES	6	09/08/2021	52.90	.00	52.90	09/10/2021
Total 16257:						668.75	.00	668.75	
16319	DANE CO TREASURER	40491	1 SPILLMAN LOGIN	1	08/31/2021	32.00	.00	32.00	09/10/2021
Total 16319:						32.00	.00	32.00	
16337	CARL F STATZ & SONS IN	20498	T3 - TRACTOR PARTS	1	08/25/2021	10.28	.00	10.28	09/10/2021
		20498	T3 - TRACTOR PARTS	2	08/25/2021	10.28	.00	10.28	09/10/2021
		20498	T3 - TRACTOR PARTS	3	08/25/2021	10.27	.00	10.27	09/10/2021
		20498	T3 - TRACTOR PARTS	4	08/25/2021	37.67	.00	37.67	09/10/2021
		20594	T3 - TRACTOR PARTS RE	1	08/27/2021	10.28-	.00	10.28-	09/10/2021
		20594	T3 - TRACTOR PARTS RE	2	08/27/2021	10.27-	.00	10.27-	09/10/2021
		20594	T3 - TRACTOR PARTS RE	3	08/27/2021	10.28-	.00	10.28-	09/10/2021
		20594	T3 - TRACTOR PARTS RE	4	08/27/2021	37.67-	.00	37.67-	09/10/2021
		20893	T3 - TRACTOR PARTS	1	09/02/2021	146.03	.00	146.03	09/10/2021

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		20893	T3 - TRACTOR PARTS	2	09/02/2021	39.82	.00	39.82	09/10/2021
		20893	T3 - TRACTOR PARTS	3	09/02/2021	39.82	.00	39.82	09/10/2021
		20893	T3 - TRACTOR PARTS	4	09/02/2021	39.83	.00	39.83	09/10/2021
		20894	T3 - TRACTOR PARTS	1	09/02/2021	68.50	.00	68.50	09/10/2021
	Total 16337:					334.00	.00	334.00	
16357	PROTECTION TECHNOL	22110	LEWIS PARK MONITORIN	1	08/20/2021	360.00	.00	360.00	09/10/2021
	Total 16357:					360.00	.00	360.00	
16384	SUETTINGER, CASSAND	CS091021	MILEAGE	1	09/10/2021	86.46	.00	86.46	09/10/2021
	Total 16384:					86.46	.00	86.46	
16399	UNIVERSITY TOWING SE	21-7944	IMPOUND STOLEN VEHI	1	08/26/2021	1,134.00	.00	1,134.00	09/10/2021
		21-7967	IMPOUND STOLEN VEHI	1	08/26/2021	1,061.00	.00	1,061.00	09/10/2021
	Total 16399:					2,195.00	.00	2,195.00	
16481	CAPITOL UNDERGROUN	0707-21	MCDANIEL PARK SEWER	1	08/27/2021	1,766.50	.00	1,766.50	09/10/2021
	Total 16481:					1,766.50	.00	1,766.50	
16545	DEPT OF SAFETY AND P	073119	FIRE ALARM PLAN REVIE	1	07/31/2019	20.00	.00	.00	Multiple
		073119	FIRE ALARM PLAN REVIE	2	07/31/2019	20.00	.00	.00	
		083121	FIRE SPRINKLER PLAN R	1	08/31/2021	5.00	.00	5.00	09/10/2021
		083121	FIRE ALARM PLAN REVIE	2	08/31/2021	5.00	.00	5.00	09/10/2021
	Total 16545:					10.00	.00	10.00	
16625	CINTAS FIRE 636525	0F39532357	YOUTH CENTER FIRE PR	1	08/23/2021	288.00	.00	288.00	09/10/2021
	Total 16625:					288.00	.00	288.00	
16640	TOP PACK DEFENSE LLC	6616	CRAFT UNIFORM ALLOW	1	07/30/2021	137.99	.00	137.99	09/10/2021
		6618	BOYD INITIAL ISSUE	1	07/26/2021	2,076.10	.00	2,076.10	09/10/2021
		6622	CHAPIN INITIAL ISSUE	1	08/13/2021	241.15	.00	241.15	09/10/2021
		6720	CHAPIN CLOTHING ALLO	1	08/02/2021	135.00	.00	135.00	09/10/2021
		6763	KILCOYNE INITIAL ISSUE	1	08/26/2021	2,022.13	.00	2,022.13	09/10/2021
		6771	CHAPIN INITIAL ISSUE	1	06/22/2021	125.98	.00	125.98	09/10/2021
		6772	UNIFORM ALLOWANCE -	1	08/28/2021	14.10	.00	14.10	09/10/2021
	Total 16640:					4,752.45	.00	4,752.45	
16655	WI DEPT OF TRANSPORT	395-0000232	EXCHANGE ST PRELIMIN	1	09/01/2021	582.64	.00	582.64	09/10/2021
	Total 16655:					582.64	.00	582.64	
16680	CARDMEMBER SERVICE	MSB081921	SCHUENKE	1	08/19/2021	10.99	.00	10.99	08/30/2021
		MSB081921	T REITER	2	08/19/2021	200.44	.00	200.44	08/30/2021
		MSB081921	COX	3	08/19/2021	1,026.95	.00	1,026.95	08/30/2021
		MSB081921	ANDERSEN	4	08/19/2021	1,284.38	.00	1,284.38	08/30/2021
		MSB081921	JOB	5	08/19/2021	157.35	.00	157.35	08/30/2021
		MSB081921	DAY	6	08/19/2021	12.74	.00	12.74	08/30/2021
		MSB081921	REIMER	7	08/19/2021	775.35	.00	775.35	08/30/2021
		MSB081921	SUETTINGER	8	08/19/2021	842.33	.00	842.33	08/30/2021

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		MSB081921	MAURER	9	08/19/2021	429.65	.00	429.65	08/30/2021
		MSB081921	SEYMOUR	10	08/19/2021	61.98	.00	61.98	08/30/2021
		MSB081921	IRWIN	11	08/19/2021	242.47	.00	242.47	08/30/2021
		MSB081921	BREMER	12	08/19/2021	7.26	.00	7.26	08/30/2021
		MSB081921	J REITER	13	08/19/2021	371.17	.00	371.17	08/30/2021
		MSB081921	MILLER	14	08/19/2021	427.08	.00	427.08	08/30/2021
		MSB081921	LARSON	15	08/19/2021	65.07	.00	65.07	08/30/2021
		MSB081921	IGL	16	08/19/2021	178.94	.00	178.94	08/30/2021
		MSB081921	HEASTY	17	08/19/2021	22.13	.00	22.13	08/30/2021
		MSB081921	LAWRENCE	18	08/19/2021	180.22	.00	180.22	08/30/2021
		MSB081921	DENNIS	19	08/19/2021	950.19	.00	950.19	08/30/2021
		MSB081921	ENGLER	20	08/19/2021	39.00	.00	39.00	08/30/2021
		MSB081921	CHAPIN	21	08/19/2021	644.14	.00	644.14	08/30/2021
Total 16680:						7,929.83	.00	7,929.83	
16712	LIFE-ASSIST, INC	1126749	EMS MEDICAL SUPPLIES	1	08/19/2021	270.00	.00	270.00	09/10/2021
Total 16712:						270.00	.00	270.00	
16782	MADISON EMERGENCY	INV1093	MEDICAL DIRECTION SE	1	08/30/2021	700.00	.00	700.00	09/10/2021
Total 16782:						700.00	.00	700.00	
16824	JONES, ANTHONY	031418	OVERPAYMENT ON CITA	1	03/14/2018	134.00	.00	.00	Multiple
		031418	OVERPAYMENT ON CITA	2	03/14/2018	134.00-			
Total 16824:						.00	.00	.00	
16829	REUTER, WHITISH & EVA	68563	GENERAL LEGAL	1	09/09/2021	3,782.85	.00	3,782.85	09/10/2021
		68564	PROSECUTIONS	1	09/09/2021	1,543.00	.00	1,543.00	09/10/2021
		68574	PROSECUTIONS	1	09/09/2021	48.00	.00	48.00	09/10/2021
Total 16829:						5,373.85	.00	5,373.85	
16837	ALIRE, SAMUEL	040518	OVERPAYMENT ON CITA	1	04/05/2018	137.50	.00	.00	Multiple
		040518	OVERPAYMENT ON CITA	2	04/05/2018	137.50-			
Total 16837:						.00	.00	.00	
16842	MCFARLAND HOUSE CA	3005	VILLAGE SPONSORED C	1	08/23/2021	81.00	.00	81.00	09/10/2021
Total 16842:						81.00	.00	81.00	
16870	RAGNASOFT, INC.	RSI-0005910	ADD'L LICENSES - CROS	1	08/18/2021	137.50	.00	137.50	09/10/2021
Total 16870:						137.50	.00	137.50	
16876	G-PRO EXCAVATING LLC	PAYAPP5-FI	PAYAPP5 - 2020 STREET	1	08/25/2021	27,490.06	.00	27,490.06	09/10/2021
Total 16876:						27,490.06	.00	27,490.06	
16907	MCFARLAND SOCCER A	120619	PARK DEPOSIT REFUND	1	12/06/2019	200.00	.00	.00	Multiple
		120619	PARK DEPOSIT REFUND	2	12/06/2019	200.00-			
Total 16907:						.00	.00	.00	

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16921	AVANT GARDENING & LA	20211349	LANDSCAPE MAINTENA	1	08/30/2021	1,256.78	.00	1,256.78	09/10/2021
Total 16921:						1,256.78	.00	1,256.78	
16935	TOBIE, JACOB	082118	COURT FINES	1	08/21/2018	107.00	.00	.00	Multiple
		082118	COURT FINES	2	08/21/2018	107.00-			
Total 16935:						.00	.00	.00	
16982	DENEEN, SHAWN	112018	OVERPAYMENT ON CITA	1	11/20/2018	151.76	.00	.00	Multiple
		112018	OVERPAYMENT ON CITA	2	11/20/2018	151.76-			
Total 16982:						.00	.00	.00	
16985	WAUNAKEE PUBLIC LIBR	100-083121	GAME REPLACEMENT	1	08/31/2021	31.00	.00	31.00	09/10/2021
Total 16985:						31.00	.00	31.00	
16992	GLASSWORKS OF WISC	94266	WINDSHIELD LABOR/REP	1	08/19/2021	125.00	.00	125.00	09/10/2021
		94268	WINDSHIELD LABOR/REP	1	08/19/2021	125.00	.00	125.00	09/10/2021
Total 16992:						250.00	.00	250.00	
17027	ELDRIDGE, MICHELLE	011119	PROPERTY TAX OVERPA	1	01/11/2019	14.42	.00	.00	Multiple
		011119	PROPERTY TAX OVERPA	2	01/11/2019	14.42-			
Total 17027:						.00	.00	.00	
17056	WILS, MARY KAY	010719	LOST BOOK REFUND	1	01/07/2019	22.00	.00	.00	Multiple
		010719	LOST BOOK REFUND	2	01/07/2019	22.00-			
Total 17056:						.00	.00	.00	
17065	BURNS, DAVID	020619	REFUND DUPLICATE UTI	1	02/06/2019	61.96	.00	.00	Multiple
		020619	REFUND DUPLICATE UTI	2	02/06/2019	61.96-			
Total 17065:						.00	.00	.00	
17084	AMAZON CAPITAL SERVI	14GH-H7ML-	DVDS & CDS	1	08/21/2021	6.99	.00	6.99	09/10/2021
		14GN-HNKN-	DVDS & CDS	1	09/02/2021	34.98	.00	34.98	09/10/2021
		14J3-FDGR-	FACE MASKS	1	09/06/2021	20.22	.00	20.22	09/10/2021
		171N-DXTH-	DVDS & CDS	1	08/21/2021	43.98	.00	43.98	09/10/2021
		19TJ-GD1X-	DVDS & CDS	1	09/07/2021	3.03-	.00	3.03-	09/10/2021
		1FMH-6VXQ-	DVDS & CDS	1	08/21/2021	11.99	.00	11.99	09/10/2021
		1FQW-HQ6P	SOFTWARE	1	08/23/2021	230.75	.00	230.75	09/10/2021
		1GRJ-4T7Y-3	SOFTWARE	1	09/03/2021	49.94	.00	49.94	09/10/2021
		1HD3-NQPP-	SOFTWARE	1	08/20/2021	89.97	.00	89.97	09/10/2021
		1LYL-M4GJ-	DVDS & CDS	1	08/26/2021	35.22	.00	35.22	09/10/2021
		1PCQ-PNQK	DVDS & CDS	1	09/02/2021	21.99	.00	21.99	09/10/2021
		1PVK-MP9H-	PARKS SUPPLIES	1	08/19/2021	53.10	.00	53.10	09/10/2021
		1PYY-1WTN-	FACE MASKS	1	08/30/2021	29.54	.00	29.54	09/10/2021
		1RDC-YPQX	SOFTWARE	1	08/30/2021	68.10	.00	68.10	09/10/2021
		1RT7-HW64-	DVDS & CDS	1	09/07/2021	17.99	.00	17.99	09/10/2021
		1THM-66MG-	OFFICE SUPPLIES	1	08/31/2021	30.72	.00	30.72	09/10/2021
		1THM-66MG-	OFFICE SUPPLIES	2	08/31/2021	8.37	.00	8.37	09/10/2021
		1THM-66MG-	OFFICE SUPPLIES	3	08/31/2021	8.37	.00	8.37	09/10/2021
		1THM-66MG-	OFFICE SUPPLIES	4	08/31/2021	8.37	.00	8.37	09/10/2021

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		1TMF-9K7K-	PORTABLE POWER STAT	1	09/03/2021	169.99	.00	169.99	09/10/2021
		1TMF-9K7K-	BOOKS	2	09/03/2021	23.09	.00	23.09	09/10/2021
		1TVW-TGWK	DVDS & CDS	1	09/08/2021	12.99	.00	12.99	09/10/2021
		1XC3-3KTX-	REPLACEMENT MONITO	1	07/29/2021	259.98	.00	259.98	09/10/2021
		Total 17084:				1,233.61	.00	1,233.61	
17088	SILVERS, ROSS	031219	OVERPAYMENT ON CITA	1	03/12/2019	101.55	.00	.00	Multiple
		031219	OVERPAYMENT ON CITA	2	03/12/2019	101.55-			
		Total 17088:				.00	.00	.00	
17096	PETERSON, SYDNEY	SP090821	PETERSON - UNIFORM A	1	09/08/2021	83.33	.00	83.33	09/10/2021
		Total 17096:				83.33	.00	83.33	
17113	POV, VIDEL	043019	DUPLICATE PAYMENT O	1	04/30/2019	315.00	.00	.00	Multiple
		043019	DUPLICATE PAYMENT O	2	04/30/2019	315.00-			
		Total 17113:				.00	.00	.00	
17140	US BANK VOYAGER FLE	8694160992	PD FUEL	1	09/01/2021	1,576.90	.00	1,576.90	09/10/2021
		8694160992	PARKS FUEL	2	09/01/2021	532.64	.00	532.64	09/10/2021
		8694160992	FIRE/EMS FUEL	3	09/01/2021	1,346.55	.00	1,346.55	09/10/2021
		8694160992	PW FUEL	4	09/01/2021	271.76	.00	271.76	09/10/2021
		8694160992	PW FUEL	5	09/01/2021	90.59	.00	90.59	09/10/2021
		8694160992	PW FUEL	6	09/01/2021	181.17	.00	181.17	09/10/2021
		8694160992	PW FUEL	7	09/01/2021	181.17	.00	181.17	09/10/2021
		8694160992	PW FUEL	8	09/01/2021	90.59	.00	90.59	09/10/2021
		8694160992	PW FUEL	9	09/01/2021	996.44	.00	996.44	09/10/2021
		Total 17140:				5,267.81	.00	5,267.81	
17141	BADGERLAND DISPOSAL	0001848502	PORTABLE RESTROOM	1	08/26/2021	641.43	.00	641.43	09/10/2021
		Total 17141:				641.43	.00	641.43	
17187	B&H PHOTO	192163610	CELLULAR SIGNAL BOO	1	08/12/2021	229.01	.00	229.01	09/10/2021
		192163610	CELLULAR SIGNAL BOO	2	08/12/2021	62.46	.00	62.46	09/10/2021
		192163610	CELLULAR SIGNAL BOO	3	08/12/2021	62.46	.00	62.46	09/10/2021
		192163610	CELLULAR SIGNAL BOO	4	08/12/2021	62.46	.00	62.46	09/10/2021
		192333158	YS PROGRAMMING EQUI	1	08/17/2021	261.26	.00	261.26	09/10/2021
		192419479	SCHOOL BOARD PURCH	1	08/19/2021	427.68	.00	427.68	09/10/2021
		192571810	PRODUCTION SUPPLIES	1	08/23/2021	48.75	.00	48.75	09/10/2021
		192587568	PRODUCTION SUPPLIES	1	08/24/2021	927.65	.00	927.65	09/10/2021
		192666322	WIRELESS MICROPHON	1	08/25/2021	127.44	.00	127.44	09/10/2021
		192967599	C-STANDS ACCESSORIE	1	09/01/2021	18.80	.00	18.80	09/10/2021
		Total 17187:				2,227.97	.00	2,227.97	
17196	ASSOCIATED TRUST CO	082521-99G	TID5 INTEREST PAYMEN	1	08/25/2021	13,590.00	.00	13,590.00	09/10/2021
		Total 17196:				13,590.00	.00	13,590.00	
17213	LEONARD, MIGUEL	101619	OVERPAYMENT ON CITA	1	10/16/2019	24.50	.00	.00	Multiple
		101619	OVERPAYMENT ON CITA	2	10/16/2019	24.50-			

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17213:						.00	.00	.00	
17217	BREMER, ANDREW	AB072021	SUSTAIN DANE MEMBER	1	07/20/2021	275.00	.00	275.00	09/10/2021
Total 17217:						275.00	.00	275.00	
17222	GREAT LAKES ROOFING	C66283	ROOF REPAIR	1	08/24/2021	1,573.50	.00	1,573.50	09/10/2021
Total 17222:						1,573.50	.00	1,573.50	
17232	APG OF SOUTHERN WIS	24777-0821	EMPLOYMENT POSTING	1	08/31/2021	135.00	.00	135.00	09/10/2021
		28886-0821	PLAN HEARING - ORD 20	1	08/31/2021	79.70	.00	79.70	09/10/2021
		28886-0821	VILLAGE BOARD MINUTE	2	08/31/2021	173.51	.00	173.51	09/10/2021
Total 17232:						388.21	.00	388.21	
17234	WOLTER POWER SYSTE	522134424	GENERATOR MAINTENA	1	08/23/2021	198.74	.00	198.74	09/10/2021
		522134424	GENERATOR MAINTENA	2	08/23/2021	198.74	.00	198.74	09/10/2021
		522134424	GENERATOR MAINTENA	3	08/23/2021	198.74	.00	198.74	09/10/2021
		522134424	GENERATOR MAINTENA	4	08/23/2021	728.70	.00	728.70	09/10/2021
Total 17234:						1,324.92	.00	1,324.92	
17318	TDS	082221-PW	PW INTERNET/TV	1	08/22/2021	115.43	.00	115.43	08/30/2021
		082221-PW	PW INTERNET/TV	2	08/22/2021	31.48	.00	31.48	08/30/2021
		082221-PW	PW INTERNET/TV	3	08/22/2021	31.48	.00	31.48	08/30/2021
		082221-PW	PW INTERNET/TV	4	08/22/2021	31.48	.00	31.48	08/30/2021
		082221-VOM	ADMIN INTERNET/PHON	1	08/22/2021	45.08	.00	45.08	08/30/2021
		082221-VOM	COMMTECH INTERNET/P	2	08/22/2021	64.19	.00	64.19	08/30/2021
		082221-VOM	FIRE/EMS TV/INTERNET/	3	08/22/2021	284.84	.00	284.84	08/30/2021
		082221-VOM	PD TV/INTERNET/PHONE	4	08/22/2021	128.02	.00	128.02	08/30/2021
		082221-VOM	PW INTERNET/PHONE	5	08/22/2021	45.08	.00	45.08	08/30/2021
		082221-VOM	OUTREACH INTERNET/P	6	08/22/2021	45.08	.00	45.08	08/30/2021
		082221-VOM	SEWER INTERNET/PHON	7	08/22/2021	106.63	.00	106.63	08/30/2021
		082221-VOM	WATER INTERNET/PHON	8	08/22/2021	106.63	.00	106.63	08/30/2021
		082221-VOM	COMMDEV INTERNET/PH	9	08/22/2021	45.08	.00	45.08	08/30/2021
		082221-VOM	STORMWATER INTERNE	10	08/22/2021	61.87	.00	61.87	08/30/2021
		082221-VOM	LIBRARY INTERNET/PHO	11	08/22/2021	45.08	.00	45.08	08/30/2021
Total 17318:						1,187.45	.00	1,187.45	
17320	PARKITECTURE & PLANN	16	COMMUNITY PARK MAST	1	09/01/2021	1,146.50	.00	1,146.50	09/10/2021
		16	MCFARLAND PARK MAST	2	09/01/2021	1,048.75	.00	1,048.75	09/10/2021
Total 17320:						2,195.25	.00	2,195.25	
17352	BRAY ASSOCIATES ARC	3488-15	PUBLIC SAFETY CENTER	1	08/27/2021	19,436.43	.00	19,436.43	09/10/2021
Total 17352:						19,436.43	.00	19,436.43	
17362	ELEVITY	IN13432049	COURT	1	08/15/2021	82.21	.00	82.21	09/10/2021
		IN13432049	GEN ADMIN	2	08/15/2021	328.86	.00	328.86	09/10/2021
		IN13432049	POLICE	3	08/15/2021	845.47	.00	845.47	09/10/2021
		IN13432049	FIRE/EMS	4	08/15/2021	360.38	.00	360.38	09/10/2021
		IN13432049	OUTREACH	5	08/15/2021	109.71	.00	109.71	09/10/2021
		IN13432049	COMM DEV	6	08/15/2021	82.21	.00	82.21	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		IN13432049	PUBLIC WORKS	7	08/15/2021	112.10	.00	112.10	09/10/2021
		IN13432049	WATER	8	08/15/2021	44.79	.00	44.79	09/10/2021
		IN13432049	SEWER	9	08/15/2021	44.79	.00	44.79	09/10/2021
		IN13432049	STORMWATER	10	08/15/2021	44.68	.00	44.68	09/10/2021
		IN13432049	EM MGT	11	08/15/2021	27.40	.00	27.40	09/10/2021
		IN13432049	FAMILY FESTIVAL	12	08/15/2021	27.40	.00	27.40	09/10/2021
		IN13432049	SERVER & BACKUP	13	08/15/2021	602.89	.00	602.89	09/10/2021
		IN13432049	SERVER & BACKUP	14	08/15/2021	1,627.47	.00	1,627.47	09/10/2021
		IN13432049	SERVER & BACKUP	15	08/15/2021	602.53	.00	602.53	09/10/2021
		IN13432049	SERVER & BACKUP	16	08/15/2021	602.89	.00	602.89	09/10/2021
		IN13432049	SERVER & BACKUP	17	08/15/2021	180.82	.00	180.82	09/10/2021
Total 17362:						5,726.60	.00	5,726.60	
17376	GFL ENVIRONMENTAL S	LQ01103441	WASTE OIL PICK-UP	1	08/30/2021	14.43	.00	14.43	09/10/2021
		LQ01103441	WASTE OIL PICK-UP	2	08/30/2021	3.94	.00	3.94	09/10/2021
		LQ01103441	WASTE OIL PICK-UP	3	08/30/2021	3.93	.00	3.93	09/10/2021
		LQ01103441	WASTE OIL PICK-UP	4	08/30/2021	3.94	.00	3.94	09/10/2021
Total 17376:						26.24	.00	26.24	
17414	EUA	83266	LONG RANGE PLANNING	1	08/27/2021	2,998.00	.00	2,998.00	09/10/2021
Total 17414:						2,998.00	.00	2,998.00	
17569	MCFARLAND ACE HARD	002248/1	PW SHOP SUPPLIES	1	08/18/2021	5.93	.00	5.93	09/10/2021
		002248/1	PW SHOP SUPPLIES	2	08/18/2021	1.62	.00	1.62	09/10/2021
		002248/1	PW SHOP SUPPLIES	3	08/18/2021	1.62	.00	1.62	09/10/2021
		002248/1	PW SHOP SUPPLIES	4	08/18/2021	1.61	.00	1.61	09/10/2021
		002249/1	PARKS SUPPLIES FORES	1	08/18/2021	5.39	.00	5.39	09/10/2021
		002250/1	CROSSING GUARD SUP	1	08/18/2021	29.73	.00	29.73	09/10/2021
		002252/1	PW SHOP SUPPLIES	1	08/18/2021	5.52	.00	5.52	09/10/2021
		002252/1	PW SHOP SUPPLIES	2	08/18/2021	1.51	.00	1.51	09/10/2021
		002252/1	PW SHOP SUPPLIES	3	08/18/2021	1.51	.00	1.51	09/10/2021
		002252/1	PW SHOP SUPPLIES	4	08/18/2021	1.50	.00	1.50	09/10/2021
		002257/1	PARKS SUPPLIES	1	08/19/2021	10.78	.00	10.78	09/10/2021
		002284/1	PW SHOP SUPPLIES	1	08/20/2021	6.21	.00	6.21	09/10/2021
		002284/1	PW SHOP SUPPLIES	2	08/20/2021	6.21	.00	6.21	09/10/2021
		002284/1	PW SHOP SUPPLIES	3	08/20/2021	6.21	.00	6.21	09/10/2021
		002284/1	PW SHOP SUPPLIES	4	08/20/2021	22.75	.00	22.75	09/10/2021
		002306/1	FUEL	1	08/23/2021	21.57	.00	21.57	09/10/2021
		002334/1	TURF MOWER #2	1	08/25/2021	3.27	.00	3.27	09/10/2021
		002334/1	TURF MOWER #2	2	08/25/2021	.89	.00	.89	09/10/2021
		002334/1	TURF MOWER #2	3	08/25/2021	.89	.00	.89	09/10/2021
		002334/1	TURF MOWER #2	4	08/25/2021	.89	.00	.89	09/10/2021
		002341/1	PW SHOP SUPPLIES--PU	1	08/26/2021	1.35	.00	1.35	09/10/2021
		002341/1	PW SHOP SUPPLIES--PU	2	08/26/2021	1.35	.00	1.35	09/10/2021
		002341/1	PW SHOP SUPPLIES--PU	3	08/26/2021	1.35	.00	1.35	09/10/2021
		002341/1	PW SHOP SUPPLIES--PU	4	08/26/2021	4.94	.00	4.94	09/10/2021
		002368/1	TRUCK #28	1	08/27/2021	12.86	.00	12.86	09/10/2021
		002368/1	TRUCK #28	2	08/27/2021	3.51	.00	3.51	09/10/2021
		002368/1	TRUCK #28	3	08/27/2021	3.51	.00	3.51	09/10/2021
		002368/1	TRUCK #28	4	08/27/2021	3.51	.00	3.51	09/10/2021
		002370/1	PW SHOP SUPPLIES	1	08/27/2021	8.42	.00	8.42	09/10/2021
		002370/1	PW SHOP SUPPLIES	2	08/27/2021	2.29	.00	2.29	09/10/2021
		002370/1	PW SHOP SUPPLIES	3	08/27/2021	2.29	.00	2.29	09/10/2021
		002370/1	PW SHOP SUPPLIES	4	08/27/2021	2.29	.00	2.29	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		002372/1	PW SHOP SUPPLIES	1	08/27/2021	3.47	.00	3.47	09/10/2021
		002372/1	PW SHOP SUPPLIES	2	08/27/2021	.94	.00	.94	09/10/2021
		002372/1	PW SHOP SUPPLIES	3	08/27/2021	.94	.00	.94	09/10/2021
		002372/1	PW SHOP SUPPLIES	4	08/27/2021	.94	.00	.94	09/10/2021
		002403/1	PW SHOP SUPPLIES	1	08/30/2021	29.69	.00	29.69	09/10/2021
		002403/1	PW SHOP SUPPLIES	2	08/30/2021	8.10	.00	8.10	09/10/2021
		002403/1	PW SHOP SUPPLIES	3	08/30/2021	8.10	.00	8.10	09/10/2021
		002403/1	PW SHOP SUPPLIES	4	08/30/2021	8.10	.00	8.10	09/10/2021
		002423/1	FACILITY MAINTENANCE	1	09/01/2021	4.49	.00	4.49	09/10/2021
		002439/1	WATER SUPPIELS	1	09/02/2021	46.77	.00	46.77	09/10/2021
		002442/1	FACILITY MAINTENANCE	1	09/02/2021	.89	.00	.89	09/10/2021
		002501/1	DOOR STOP	1	09/08/2021	2.51	.00	2.51	09/10/2021
		002507/1	PW SHOP SUPPLIES	1	09/09/2021	7.08	.00	7.08	09/10/2021
Total 17569:						305.30	.00	305.30	
17596	AMERICAN AWARDS & P	51535	ACCOUNTABILITY TAGS	1	08/23/2021	163.80	.00	163.80	09/10/2021
Total 17596:						163.80	.00	163.80	
17599	QUADIENT LEASING USA	N9006286	POSTAGE MACHINE LEA	1	08/18/2021	458.10	.00	458.10	09/10/2021
Total 17599:						458.10	.00	458.10	
17600	QUADIENT FINANCE USA	082421	POSTAGE	1	08/24/2021	1,000.00	.00	1,000.00	09/10/2021
Total 17600:						1,000.00	.00	1,000.00	
17648	TIGERLILY MUSIC	090921	PROGRAM FEE	1	09/09/2021	400.00	.00	400.00	09/10/2021
Total 17648:						400.00	.00	400.00	
17653	I-STATE TRUCK CENTER	C272013839:	TRUCK 14 MAINTENANC	1	08/25/2021	17.91	.00	17.91	09/10/2021
		C272013839:	TRUCK 14 MAINTENANC	2	08/25/2021	17.92	.00	17.92	09/10/2021
		C272013839:	TRUCK 14 MAINTENANC	3	08/25/2021	17.92	.00	17.92	09/10/2021
		C272013839:	TRUCK 14 MAINTENANC	4	08/25/2021	65.70	.00	65.70	09/10/2021
Total 17653:						119.45	.00	119.45	
17685	INGRAM LIBRARY SERVI	62734754	BOOKS	1	08/16/2021	29.24	.00	29.24	09/10/2021
		62736023	BOOKS	1	08/20/2021	452.48	.00	452.48	09/10/2021
		62736848	BOOKS	1	08/25/2021	211.87	.00	211.87	09/10/2021
		62737306	BOOKS	1	08/26/2021	241.97	.00	241.97	09/10/2021
		62738143	BOOKS	1	08/31/2021	632.84	.00	632.84	09/10/2021
		67349978	BOOKS	1	08/31/2021	249.76	.00	249.76	09/10/2021
Total 17685:						1,818.16	.00	1,818.16	
17703	CYRACOM, LLC	1345531	OPI MONTHLY PREMIUM	1	06/30/2021	25.00	.00	25.00	09/10/2021
Total 17703:						25.00	.00	25.00	
17704	RUCHTI, DENNIS & LYND	082021	SALT SAVER REIMBURS	1	08/20/2021	200.00	.00	200.00	09/10/2021
Total 17704:						200.00	.00	200.00	
17705	WINKLER, DAVID & PEGG	082021	SALT SAVER REIMBURS	1	08/20/2021	200.00	.00	200.00	09/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17705:						200.00	.00	200.00	
17706	DEMARIO, SCOTT	SD080521	BOAT SAFETY COURSE	1	08/05/2021	37.87	.00	37.87	09/10/2021
Total 17706:						37.87	.00	37.87	
17707	PFISTER, LAWRENCE & L	082521	MMSD SALT SAVER REIM	1	08/25/2021	200.00	.00	200.00	08/30/2021
Total 17707:						200.00	.00	200.00	
17708	MGT FILMS	5536	PW SHOP WINDOW TINTI	1	08/19/2021	192.50	.00	192.50	09/10/2021
		5536	PW SHOP WINDOW TINTI	2	08/19/2021	52.50	.00	52.50	09/10/2021
		5536	PW SHOP WINDOW TINTI	3	08/19/2021	52.50	.00	52.50	09/10/2021
		5536	PW SHOP WINDOW TINTI	4	08/19/2021	52.50	.00	52.50	09/10/2021
Total 17708:						350.00	.00	350.00	
17709	GAUWITZ, JOSH & KAYLA	082421	REFUND OVERPAYMENT	1	08/24/2021	128.05	.00	128.05	09/10/2021
Total 17709:						128.05	.00	128.05	
17710	WISCONSIN SHORING R	0001965-01	STREET PLATE	1	08/27/2021	2,650.00	.00	2,650.00	09/10/2021
Total 17710:						2,650.00	.00	2,650.00	
17711	PETERSON, JUSTIN	083021	UNCLAIMED PROPERTY	1	08/30/2021	1,025.03	.00	1,025.03	09/10/2021
Total 17711:						1,025.03	.00	1,025.03	
17712	HUFFMAN FACILITY DEV	MCF 08 2021	PUBLIC SAFETY CENTER	1	09/07/2021	12,825.00	.00	12,825.00	09/10/2021
Total 17712:						12,825.00	.00	12,825.00	
17713	SCHWEIGHARDT CONCR	22298	ORCHARD HILL PARK IM	1	09/01/2021	12,600.00	.00	12,600.00	09/10/2021
Total 17713:						12,600.00	.00	12,600.00	
17714	PLANT DISEASE DIAGNO	647	TREE TESTING	1	09/02/2021	325.00	.00	325.00	09/10/2021
Total 17714:						325.00	.00	325.00	
17715	DIVE RIGHT IN SCUBA - P	174947	BOAT REPAIR	1	09/07/2021	275.00	.00	275.00	09/10/2021
Total 17715:						275.00	.00	275.00	
17716	LAWSON, ELMORE	091821	PROGRAM FEE	1	09/18/2021	400.00	.00	400.00	09/10/2021
Total 17716:						400.00	.00	400.00	
17717	EPPLI, RANDY & SHERAL	091021	REFUND INTEREST/PEN	1	09/10/2021	22.95	.00	22.95	09/10/2021
Total 17717:						22.95	.00	22.95	
Grand Totals:						314,502.58	.00	314,502.58	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
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Report Criteria:
Detail report type printed

RESOLUTION 2021-20
A RESOLUTION REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX

WHEREAS the Dane County Board has established a county library and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS the Dane County Library Board has determined that the library serving the Village of McFarland meets the minimum standards of operation established by the County Board (RES 185, 2011-2012; RES 98, 2013-2014; RES 233, 2016-2017) in compliance with Section 43.11 (3) (d) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS the Village of McFarland will appropriate in 2021 and expend in 2022 an amount in excess of that calculated above in support of its library,

NOW THEREFORE BE IT RESOLVED that the Village of McFarland hereby requests of the Dane County Board of Supervisors that the Village of McFarland be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that confirmed copies of this resolution will be forwarded by the Village clerk to the following party:

Tracy Herold, Director
Dane County Library Service
1874 S. Stoughton Rd.
Madison, WI 53716
herold@dcls.info

The above and foregoing Resolution was duly adopted at a regular meeting of the McFarland Village Board on the 13th day of September 2021.

RESOLUTION # 2021-20	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brassington –	Rupert –
Clow –	St. Clair –
Flaherty –	Wreh –

APPROVED:

Carolyn A. Clow, Village President

Nelson –
VOTING RESULTS
Motion Carried
Motion Defeated:

ATTEST:

Cassandra Suettinger, Village Clerk-Treasurer

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, September 13, 2021

SECTION: Consent Agenda

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Motion to approve the minutes of the July 25, 2019 Emergency Management Committee meeting.

PREVIOUS ACTION:

ISSUE SUMMARY:

On May 24, 2021, the Village Board adopted Ordinance 2021-05, An Ordinance Dissolving the Village of McFarland Emergency Management Committee. The last meeting of the Emergency Management Committee was July 25, 2019 and because the Committee has now been dissolved, the minutes from the final meeting have not been nor will be approved by the Committee. In circumstances such as these, Robert's Rules of Order suggests that if the assembly is not meeting again, the process of approving the minutes is delegated to an executive board and therefore, the Village Board is being asked to approve these minutes.

None of the current Village Trustees were in attendance at the July 25, 2019 meeting, but attendance is not required in order to take action on meeting minutes. When voting to approve minutes, a member is not stating that they personally attended the meeting. Rather, a member voting to approve minutes is expressing confidence in the actions of their colleagues and the correctness of the minutes preparation process. Robert's Rules of Order Newly Revised, 12th edition says this: "It should be noted that a member's absence from the meeting for which minutes are being approved does not prevent the member from participating in their correction or approval." 41:11.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended action to be taken:

Motion to approve the minutes of the July 25, 2019 Emergency Management Committee



meeting.

ATTACHMENTS:

1. 7.25.19 EM Management Minutes

EMERGENCY MANAGMENT COMMITTEE

EMERGENCY MANAGEMENT MINUTES

July 25, 2019

1. Call to Order: EM Director **Chuck Di Piazza** called the meeting to order at 2:05 PM, with 7 members present:

Clair Utter

Tyler Mortenson

Pete Smith

Chris Dennis

Darrel Waldera

Tim Solberg

Bill Foust

2. Public Appearances: none

3. New Business: Approval of May 30, 2019 Minutes, Motion by **Utter**, second by **Mortenson** motion carried

4. Old Business:

a. Update on outdoor warning sirens:

Di Piazza, Outdoor warning sirens are working well and have passed the weekly internal testing in addition to the monthly County warning tests.

b. Update on Community Events:

1. Mortenson, reported that he heard that the event, take a Vet Fishing on Lake Waubesa June 11, 2019 was a success, working out well as always well attended for this important and worthwhile event.

2. Smith, reported that a traffic control course and training session for the Lions Alert Committee will be held Tuesday July 30 at 6:30 PM in the training room with Officer Oncon as the trainer.

3. Di Piazza, reported that the annual McFarland Family Festival is being planned for September 21 and 22, plans are to have an Emergency Management Booth at the festival

c. Update on Training:

1. Di Piazza, reported that the UAS Team continues to meet for hands on and actual flight training. We continue looking forward to more trained licensed pilots in the near future.

2. Di Piazza, Further reported of attending webinars by the FAA as well as a commercial entity with more aspects on business with Drone Boss publications.

3. Chief Dennis, and Tim Solberg reported that last Monday night was the annual boom deployment training exercise for the Tank Farm Community and

firefighters.

4. Chief Dennis and Tim Solberg provided information on the upcoming table top exercise for the tank farm community. Information provided as well that they will also be contacting Kwik Trip with their new facility in the area.

5. Foust, reported the success of both past and current training with both the police and fire department

d. Update on Emergency Response Manual:

1. Di Piazza, reported of gathering information and models from other agencies to reformat the manual. The intent is to make the manual much more user friendly to locate information and sections more rapidly.

e. Update on Significant Impact From Weather Related Incidents:

1. Chief Dennis, reported a tree down with a recent storm over the weekend. **Utter** openly complimented the fire department for their excellent response to the incident.

f. Update on notable village/district emergency calls for service/incidents:

1. Chief Dennis, reported that he noted nothing of significance to report..

g. Update on mutual aid responses:

1. Chief Dennis, reported that McFarland Fire Department as all others respond to cover other fire department headquarters upon major fire calls. Dennis reported the firefighters and an engine responded both to Edgerton and Verona upon having structure fires in their fire districts and communities.

h. Round Table discussions for future agenda items:

1. Utter, reported that it would be advisable to budget someone to attend our meetings to take notes and type the minutes as this should not be the Emergency Management Directors and chair of the committee position to take meeting minutes. **Discussion ensued:** other members were also in favor of this process

Di Piazza, reported video recording was now in process as highly recommended at the last meeting.

2. Utter, reiterated that he believed it to be a good idea to put on a refresher NIMS training program for the Village Board and others that wish to attend. Discussion within the committee.

Di Piazza stated that he too believes that this would be very beneficial to include members of this committee. That he would be looking into it.

3. Utter, reiterated that he wished to see the organizational structure of the committee and questioned why the agenda did not list the agenda item, as he noted 3 different agenda announcements, and that we must remain with the agenda that has been posted which does not contain this matter

4. Utter, reiterated that he wished to see budget recommendation on the next agenda to discuss the matter. **Waldera** reported that this matter is another step to weigh in on as an advisory assist as committee members.

5. Mortenson, inquired the status of distribution of monies from contributions during a disaster incident or situation. **Di Piazza**, reported that he has some contacts from at least two communities that have addressed the issue and evaluate the criteria involved in order to distribute the monies at hand and that he will have some information at the next meeting.

6. Solberg, reported the concern of new development on Terminal Drive with information of the development of office buildings apartments and condos. Discussion with suggestion and recommendation for the Emergency Management Committee being aware of new projects including the villages interests to expand or annex properties. Discussion ensued with **Waldera** inquiring of the new phases and expansion of areas. He further believes that our committee should be advised as the proposals and plans at for committee to be aware of the expansion.

No other reports at this time

Next meeting scheduled for Thursday July 25, 2019 at 2:00 PM Conference Room A

5. Adjournment:

Motion by **Utter** second by **Waldera** for Adjournment at 2:25 PM motion carried with unanimous approval

Submitted by: Chuck Di Piazza

McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Motion to approve an amendment to the contract for Architectural Services for the inclusion of Construction Administration services for the Public Safety Center.

PREVIOUS ACTION:

The Village Board awarded the contract to JP Cullen to construct the new Public Safety Center at its meeting on August 16, 2021.

ISSUE SUMMARY:

Construction phase services are detailed within the original contract. This amendment authorizes this work and establishes the cost. The original agreement envisioned addressing the first phase as planning, second phase as design, and third phase as bidding. Once the contract was awarded then this fourth phase would be addressed knowing the project was moving forward. The scope of this work is detailed within the enclosure. Essentially the architect is needed throughout the project to ensure the project is constructed in accordance with the design.

FINANCIAL/BUDGET IMPACT:

The cost for these services is \$194,253. This is the same amount included within the project budget.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval as part of the consent agenda.

ATTACHMENTS:

1. 3488_G802-2017_McFarland_Amendment 004-CA services_2021-09-08 Bray Signed
2. B101 Construction Phase Services Pages

**AIA**[®]**Document G802™ – 2017*****Amendment to the Professional Services Agreement*****PROJECT:** *(name and address)*
Architect's Project Number 3488
Village of McFarland
Public Safety Center**AGREEMENT INFORMATION:**
Date: April 20, 2020
AIA B101-2017**AMENDMENT INFORMATION:**
Amendment Number: 004

Date: September 8, 2021

OWNER: *(name and address)*
Village of McFarland
5915 Milwaukee Street
Post Office Box 110
McFarland, Wisconsin 53558**ARCHITECT:** *(name and address)*
Bray Associates-Architects, Inc.
829 South First Street
Milwaukee, Wisconsin 53204

The Owner and Architect amend the Agreement as follows:

Section 3.6.1 of the Agreement shall be deleted in its entirety. This amendment is authorization by the Owner for the Architect to provide Construction Phase Services. Services shall be per Section 3.6 of the Agreement along with the following additional amendments:

4.1.1.13 On-site project representation shall be revised from "Not provided" to "Architect (Bi-Weekly)"

The following shall be added to Section 11.1:

Phase 4 - Construction Phase Services

Compensation shall be a fixed fee in the amount of One Hundred Ninety-Four Thousand Two Hundred Fifty-Three Dollars (\$194,253.00).

Schedule Adjustment:

No adjustment to schedule.

SIGNATURES:

Bray Associates-Architects, Inc.

ARCHITECT *(Firm name)***SIGNATURE**Matthew D. Wolfert, AIA, NCARB,
LEED AP

President

PRINTED NAME AND TITLE

9/8/2021

DATE

Village of McFarland

OWNER *(Firm name)***SIGNATURE****PRINTED NAME AND TITLE****DATE**

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 — organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

The Architect shall perform Construction Phase Services upon authorization of the Owner. The Owner's authorization to proceed shall confirm the services the Architect shall provide as well as establish a fixed fee for Construction Phase Services. If the Owner elects not to have the Architect perform Construction Phase Services or a scope of services cannot be agreed upon, the Owner and the Architect shall endeavor to draft and execute an appropriate release and indemnification agreement relating to the construction phase of the project.

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Construction as modified and agreed to by the Owner and the Architect.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

§ 3.6.2 Evaluations of the Work

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing~~

of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Motion to approve a contract for Facility Commissioning Services for the Public Safety Center.

PREVIOUS ACTION:

The Village Board awarded the contract to JP Cullen to construct the new Public Safety Center at its meeting on August 16, 2021.

ISSUE SUMMARY:

Commissioning services are planned for the project to ensure that all of the planned systems within the facility are planned, designed, installed, tested, operated, and maintained per their requirements. This is a very complex building from the geothermal HVAC system to the solar array and everything in between. Including these services makes sure that construction of these systems are done according to the design and specifications as well as providing resources to make sure they are working properly once complete. Systems to be included in the proposal are HVAC, building automation for the HVAC, hot water systems, lighting control, and renewable energy. The full scope for the project is outlined on pages 4 and 5 of the proposal.

FINANCIAL/BUDGET IMPACT:

The cost for these services is \$72,500. This is the same amount included within the project budget. A summarized version of the scope and the cost is outlined on page 6 of the proposal.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval as part of the consent agenda.

ATTACHMENTS:

1. McFarland_PSB_Commissioning_9-7-21

HGA
Alex Harris
608-554-5329
aharris@hga.com
7475 Hubbard Avenue Ste. 201
Middleton, WI 53562

HGA

9-07-2021

COMMISSIONING SERVICES– MCFARLAND PUBLIC SAFETY BUILDING



INTRODUCTION

HGA is a national multi-disciplinary design firm rooted in architecture and engineering. Founded in 1953, we believe that enduring, impactful design results from deep insight into the people and passions that animate each unique environment. Our ten offices from coast to coast offer specialized practices in the energy, healthcare, corporate, government, arts, community, and education markets.

Our responsibility is both inspiring and humbling: to create a positive impact for our clients, their customers, and our communities. To us that means leading with empathy and curiosity in the design process, as well as integrating and advancing the most progressive and innovative sustainable practices. To that end, in July 2018, HGA acquired Sustainable Engineering Group (SEG), a leading engineering firm focused on energy optimization and sustainable design, to broaden our existing expertise in energy and infrastructure planning for leading national clients across all of our markets.

COMMISSIONING AT HGA

Sustainable Engineering Group (SEG), formed in 2004 and now part of HGA, is located in Middleton, Wisconsin. We are an engineering firm specializing in energy efficiency for commercial buildings. Our past projects span across the United States and include federal, state, and local government buildings, hospitals, clinics, K-12 schools, higher education facilities, office, multifamily and corporate campuses. Our Middleton office employs a staff of ten full-time commissioning and energy engineers.

Staff engineer certifications include: LEED AP / LEED AP BD&C (LEED Accredited Professional), PE (Professional Engineer), CGD (Certified Geoexchange Designer), HPBDP (ASHRAE High Performance Building Design Professional), CCP (BCxA Certified Commissioning Professional), and CPMP (ASHRAE Commissioning Process Management Professional).

Our experience includes 100+ LEED projects, 10 of which are LEED Platinum. We also have been involved in 4 Net-Zero Energy projects. We have extensive experience with commissioning public buildings with similar HVAC, plumbing and electrical designs to the proposed Village of McFarland Public Safety Building project.

We have acquired extensive field experience in the operation and troubleshooting of HVAC systems through our commissioning and retro-commissioning work. This experience enables us to provide high quality, pro-active commissioning services that reduces rework and provides valuable information to the design and construction team. We are actively working on several healthcare buildings in providing commissioning services and to assist these organizations in maintaining and improving facility performance over time.

Through our involvement as the commissioning authority we will be able to draw on our experience to develop a range of customized commissioning tools that will allow us to work to maximize the efficiency of the mechanical, electrical and plumbing systems. We welcome the opportunity to be able to share our knowledge and experience toward the success of the Village of McFarland Public Safety Building project.

SYSTEMS TO BE COMMISSIONED

Our team will provide commissioning services for the following systems:

- Heating, Ventilation and Air Conditioning (HVAC) system
- Building Automation System (BAS) for the HVAC system
- Domestic Hot Water Systems
- Lighting control Systems
- Renewable Energy Systems

SCOPE

COMMISSIONING CONSTRUCTION PHASE

Pre-construction Kick-off Meeting

We will participate in the pre-construction meeting and provide an overview of the commissioning process during the construction and operational phases. This presentation will focus on motivating the contractors on the commissioning process as well as giving them an opportunity to provide feedback on how this process can be modified to fit best with their internal procedures.

Create Checklist Database

A checklist database will be established for major components included in the commissioned systems. The checklists will focus on providing the contractor guidance about critical requirements during installation to clearly establish the expectations of his installations. We will design these checklists to minimize the paperwork for the contractors but at the same time cover the critical installation issues.

Perform Construction Verification

We will attend construction commissioning meetings in conjunction with on-site reviews for this project. We have assumed the project construction period will be fifteen months.

During the construction review, we will focus on verifying that the commissioning process is being followed by statistical sampling and that the construction checklists are completed and submitted as required. We will also verify that the record drawings are on site and are being updated with any deviations in installations compared to the construction drawings. In addition, the construction progress will be evaluated against the owner's expectations for the projects. Typical construction issues found during the Cx construction verification site visits include the following items:

- Installation of equipment contrary to manufacturers recommendations
- Installation of equipment without adequate clearances for maintenance, such as filter replacement
- Improper installation of hydronic piping to system coils including missing components and incorrect pipe connections
- Missing balancing valves and dampers
- Equipment installed that does not meet the specification requirements including missing features

We will verify that the commissioning process is proceeding as intended during the construction phase and will review the site visit reports and commissioning meeting minutes. We will notify the Owner if we think that it would be beneficial for us to complete additional site visits if the commissioning process is not progressing as intended by identifying and resolving issues.

The day to day follow-up will be the responsibility of the Owner's Project Manager and the contractors.

Perform System Performance Testing

The systems performance tests will be completed as soon as all submittals for the systems manual have been received. These systems performance tests will focus on the installed systems capability to meet the owner's expectations. We will document the procedures required for these tests and submit these test procedures to the contractors for review. The contractors are responsible for ensuring that all systems can meet the specified requirements and for demonstrating that the systems are able to perform all procedures successfully. We will witness a representative number of systems performance tests to verify that all systems work as intended. If any of the systems performance tests are unsatisfactory, these systems and a representative number of other similar systems will be required to be retested at the contractors' expense.

Typical issues found during the performance testing include the following items:

- Equipment not functioning as detailed in the specifications including dampers not operating, leaking valves, and incorrect programming
- Life safety system and HVAC system coordination issues, such as smoke dampers not closing when a fire alarm occurs or air handling equipment not shutting down during a fire alarm
- Acoustic issues related to improper installation of equipment
- Unstable equipment control, such as poor temperature control
- Equipment start-up procedures not completed

Commissioning Report

The commissioning report will summarize the result of commissioning activities for this project. This commissioning report will essentially be the commissioning plan with all the results of the commissioning activities documented. The commissioning report effort will also include a review of the owner training on commissioned systems, and the O&M documentation provided by the contractors on the maintenance of the building equipment. The initial commissioning report will be submitted two weeks after substantial completion and the final report one year after substantial completion. The final report will include feedback from facility staff and include recommendations for correction of Cx issues. HGA will assist the village in developing and executing a plan to address all Cx items.

MEASUREMENT AND VERIFICATION

Net Zero Energy Goal Verification

The M&V effort will focus on verifying that the building will meet the net zero energy goals laid out in the design phase. This will involve tracking the building site energy use and production when those systems come online and when the building is occupied. After the construction phase activities are complete, along with building flush-out, a 12-month verification period will start with the goal of net zero energy verification. This is expected to occur in the second year of building occupancy. The M&V effort will help the village quantify those energy metrics (usage, production, and net) and help message the verification throughout the district and community.

Seasonal Deferred System Performance Testing

It is likely that the HVAC system will be started in the Summer season. This will be a good opportunity to fully test out the performance of the cooling system. However, due to the higher ambient temperatures it will not be possible to fully test out the heating system. Because of this we will perform heating system testing just prior to the start of following year's heating season and continue to monitor its performance as ambient temperatures drop.

NET ZERO ENERGY COMMISSIONING SERVICES

Task	Fee	Construction Site Visits
Construction Phase Commissioning Services		
Commissioning Plan		
Commissioning Kick-Off Meeting		
Commissioning Submittal/Shop Drawing Review		
Online Commissioning Tool (Cx Alloy)		
Perform Construction Verification Site Visits		
Conduct Commissioning Meetings		
TAB Verification- including coordination in addressing issues and re-testing		
System Performance Testing- including review of contractor system start-up reports		
Maintain Issues Log- updated for commissioning meetings and after major commissioning milestones		
Training Verification and O&M Document Review		
Commissioning Report		
Measurement and Verification Phase Commissioning Services		
M&V Plan		
6 and 12 Month Report and Meetings		
Net Zero Goal Verification		
Seasonal Deferred System Performance Testing		
Warranty Item Review between 6 and 10 months		
Total for Commissioning Services	\$72,500	12

ASSUMPTIONS

- Construction site visits will be performed every month during the start of the construction phase, and more frequently to match the commissioning activities towards substantial completion.
- All other non- site visit construction phase meeting will be attended virtually by HGA staff.
- Building automation system access (once available) will be made available to HGA remotely for monitoring and testing purposes.

HOURLY RATES

Rate for Principal: \$230/hr

Rate for Senior Project Engineer: \$170/hr

Rate for Project Engineer: \$150/hr

AGREEMENT FOR PROFESSIONAL SERVICES

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

The scope of services (the "Services") to be provided by HGA under this Agreement is described in the above Proposal. Compensation to HGA for Design Phase services will be on a Stipulated Sum basis in the following amounts.

- Commissioning and Measurement & Verification Services: \$72,500
- Additional commissioning services (not covered in this proposal) as requested by the owner will be billed on an Hourly Rate basis.

This compensation for the Services includes Reimbursable Expenses.

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

Hammel, Green and Abrahamson, Inc.	The Village of McFarland CLIENT
Signature	CLIENT Signature
09/07/2021 Date	Date
Svein Morner Printed Name	Printed Name
Vice President and Principal Title	Title

TERMS AND CONDITIONS

PROFESSIONAL SERVICES AGREEMENT

June 11th, 2021

Client: Village of McFarland

Project: Village of McFarland Public Safety Building

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T. Entire Agreement: This Agreement, including attachments specifically made a part hereof by reference, represents the entire and integrated agreement between HGA and the Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both HGA and the Client. The pre-printed terms and conditions of any Purchase Order issued for convenience that may be signed by HGA and/or the Client are not an addition or amendment to this Agreement and are of no force and effect. Nothing contained in this Agreement shall cause any third party to be a beneficiary of this Agreement.



HGA

7475 Hubbard Avenue, Suite 201
Middleton, WI 53562

608.554.5333
HGA.COM



Event Permit

Pursuant to Village Ordinance Chapter 11

For parades, run/walks, car shows, community events, and special events in which 200 or more attendees are anticipated at one time or that is likely to have a significant impact on neighborhood parking or the free-flow of traffic (only pertains to events that are open to the public).

☐ - Application Fee - \$100 (due with application)

Public Property vs. Private Property	Notes/Instructions
1. Will any portion of this event take place on public property? ☒ - Yes ☐ - No	If yes, please complete entire application. If no, please complete question 1a.
1a. If no, will the event involve the sale of alcohol? ☐ - Yes ☐ - No	If yes, please complete the entire application. If no, please contact Village Administration to determine if you need to complete the application

Applicant Information	
Name(First, M.I., Last) of Primary Contact: Dan Walsh	Phone: [REDACTED]
Address: [REDACTED]	
Email Address: [REDACTED]	

Agency/Organization Information – (If applicable)	
Name: School District of McFarland	Phone: [REDACTED]
Address: [REDACTED]	
Email Address: [REDACTED]	

Event Information	
Name of Event: Homecoming Parade	Type of Event Parade
Location of Event: Exchange Street, Farwell Street, Burma Road	
Event Date(s): Weds. September 29, 2021	Event Time(s): 5:30-6:30 p.m.
Total number of anticipated attendees: 500	Total Number of attendees anticipated being at the event at one time: 500
Set up Start Time: 5:30 p.m.	Tear Down End Time: 6:30 p.m.

Event Questionnaire	Notes/Instructions
1. Is this event proposed to take place on a Village street? ☒ - Yes ☐ - No	If yes, please attach map of route including all intersections and road closures.
2. Will the event involve closure of a Village Street(s)? ☒ - Yes ☐ - No	
3. Does this event include a parade which will take place on any portion of a Village street? ☒ - Yes ☐ - No	If yes, please attach map of route. *only allowed for community organizations
4. Is this event predicted to have 200 attendees at one time? ☒ - Yes ☐ - No	This only pertains to events open to the public, not private parties.
5. Will there be outdoor amplified sound? ☐ - Yes ☒ - No	
6. Will the event generate amplified sound after 10 p.m.? ☐ - Yes, a variance is requested as part of this application ☒ - No	All events generating noise after 10 p.m. require a variance from the Village Board.
7. Will alcohol be consumed? ☐ - Yes ☒ - No	
7a. If yes, will minors be present where alcohol is served? ☐ - Yes, a variance is requested as part of this application ☐ - No	All events that allow for the presence of minors where alcohol is served require a variance from the Village Board.
7b. Will alcohol be sold? ☐ - Yes ☒ - No	If yes, a temporary alcohol license is required. Please contact the Clerk at 608-838-3153. Form may also be accessed at: Mcfarland.wi.us/licensespermits
8. Will a Village Park be used? ☐ - Yes ☒ - No Please identify the park: _____	Reservations should be made at: Mcfarland.wi.us/parks_reserve
9. Will the event involve tents, or any other activities that will require digging or turf disturbance? ☐ - Yes ☒ - No	*You are required to contact digger's hotline no less than 5 days prior to the event to provide a locate.
10. Has this event been previously approved in prior years by the Village? ☒ - Yes ☐ - No	If yes, when: _____ (month/year)
10a. If yes, have any of the event details changed from the prior years? ☐ - Yes ☒ - No	If yes, describe changes(attach additional sheets if necessary):
11. Will the event include any mobile food carts? ☐ - Yes ☒ - No	If yes, a Mobile Food Establishment Permit is required for each cart. Please contact the Clerk at 608-838-3153. Form may also be accessed at: Mcfarland.wi.us/licensespermits
12. Will the event include any vendors? ☐ - Yes ☒ - No	If yes, a Direct Seller Permit may be required for each vendor. Municipal Staff will contact you to obtain more information.

Required Attachments

- ☒ - Detailed event schedule
- ☐ - Site Plan Requirement – a site plan must be attached that identifies the event layout for the event including stages, tents, equipment, fencing, alcohol sale and carding areas, etc.
- ☒ - (if applicable) If the event will take place on a Village street, include a map of all routes or activities.
- ☒ - Insurance - The applicant shall furnish a certificate to the Village demonstrating that applicant has in force and will maintain during the time the Event Permit is in effect public liability insurance of not less than \$1,000,000 per one person, \$2,000,000 per occurrence for personal injury and \$1,000,000 for property damage naming the Village as an additional insured.

Event Details and Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting:
Paul Ackley or Dan Walsh would be available to discuss details of the event with John Miller, School Resource Officer.

Event Coordinators

Village requires each event to identify event coordinators who shall serve as direct contacts for the event. These should be individuals that are not directly participating in the event activities, but rather specifically assigned to monitor and assist in coordinating the activities of the event.

Identify Event coordinators (identify 1 for every 50 expected attendees) – attach additional sheets if necessary.

Name	Location at Event (Ex: Race Start, supply tent)	Time On-site (ex: 10 a.m. to 2 p.m.)	Cell Phone
Dan Walsh	Indian Mound Middle School	5:00 p.m.	
Paul Ackley	Indian Mound Middle School	5:00 p.m.	

Indemnification Agreement

In consideration for the issuance of the Event Permit, the undersigned, both individually and the agency or organization applying for the Event Permit, shall indemnify, defend and hold harmless the Village of McFarland and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its officers, officials, agents or employees, for damages because of injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Event. The undersigned represents that he or she has authority to enter into this agreement on behalf of the agency or organization applying for this permit.

Applicant Signature:



Date:

9/1/2021

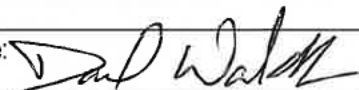
Certification Section

PLEASE READ CAREFULLY BEFORE SIGNING

I understand the application and event requirements and agree to the following:

- ☒ - I agree to adhere to all applicable, federal, state and municipal laws and understand the violation of such laws will be subject to applicable fines and penalties, and failure to do so is ground for revocation of the event permit.
- ☒ - I understand that my event permit may be revoked at any time, if the Chief of Police, Fire/EMS Chief, Public Works Director, or designee, in their sole discretion, determine that health or general welfare to the public is endangered.
- ☒ - I agree to return the site to the condition that existed before the event within twenty-four (24) hours or the expiration of my parks reservation.
- ☒ - I agree to abide by all including any additional conditions imposed by the Village, and understand failure to adhere to conditions will result in revocation of the event permit.

Applicant Signature:



Date: 9/1/2021

FOR VILLAGE USE ONLY

☐ - Approved ☐ - Denied Police Chief: _____ Date: _____

Application Received: _____ 45-day application requirement met?: ☐ - Yes ☐ - No

Public Safety Committee Date: _____ ☐ - Approved ☐ - Denied ☐ - Not applicable

Village Board Meeting Date: _____ ☐ - Approved ☐ - Denied

Detailed Security Plan Requirements – Appendix A

**Police Department to provide criteria regarding security plan requirements. This would include number of event coordinators required per number of attendees, security requirements when alcohol is served, etc.

Detailed Emergency Management Expectations and Requirements – Appendix B

- Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation.
 - Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire & Rescue Department will be notified while questions are being obtained.
 - If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
 - Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
 - Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
 - In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.
- Actions to be taken in the event of a medical emergency.
 - Call 911 to report the incident. The 911 operator will have several questions but know the Fire & Rescue Department will be notified while questions are being obtained.
 - Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. One Corporate Drive, Suite 600 Wausau WI 54401	CONTACT NAME: Nick Oleniczak PHONE (A/C, No, Ext): 262-524-6029 E-MAIL: nick.oleniczak@m3ins.com ADDRESS: MCFAS-3 PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE INSURER A : EMCASCO Insurance Company INSURER B : Employers Mutual Casualty Comp INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED McFarland School District 5101 Farwell Street Mc Farland WI 53558	NAIC # 21407 21415	

COVERAGES

CERTIFICATE NUMBER: 1669107875

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y		3D26081	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			3E26081	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$ 0			3J26081	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	3H26081	7/1/2021	7/1/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Commercial Automobile Physical Damage			3E26081	7/1/2021	7/1/2022	Comp. Deductible \$500 Coll. Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of McFarland is listed as additional insured with respect to general liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Village of McFarland PO Box 110 McFarland WI 53558	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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McFarland Fire & Rescue Department

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

(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

September 3, 2021

Re: Event Permit Review – Homecoming Parade

I have reviewed the submitted event application by Dan Walsh, McFarland School District for the Homecoming Parade Event to occur on September 29, 2021, from Indian Mound Middle School to the McFarland High School utilizing Exchange and Farwell Streets. The event is scheduled to occur from 5:30 pm to 6:30 pm.

The application is substantially complete and complies with the EMS and fire requirements. The organizer should coordinate with the Police and Fire & Rescue Departments to ensure traffic control is provided at the school entrances and the intersections of Farwell at Exchange and Burma by event staff or agency staff.

I recommend approval of the permit.

Sincerely,

Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland

VILLAGE OF McFarland

Police Department

DATE: September 10, 2021

TO: McFarland Village Board

FROM: Aaron P Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the Parade Permit Application submitted by the McFarland School District for the MHS Homecoming Parade scheduled to take place on 9-29-21 at 5:30pm, in the Village of McFarland.

I recommend approval of this application, with the condition that School District staff comply with all direction given by law enforcement, and provide adequate staffing to coordinate, prepare and execute the event plan. The McFarland Police Department is prepared to provide the necessary traffic direction required.

Respectfully,



Aaron P. Chapin
Chief of Police



www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 |
608.838.3153

September 1, 2021

RE: McFarland High School Homecoming Parade

The Public Works Department does not have any conditions or issues with the upcoming homecoming parade as presented.

I wish them well with their parade and hopefully the weather cooperates.

Regards,

A handwritten signature in black ink, appearing to read 'Jim Hessling', is written above the printed name.

Jim Hessling
Director of Public Works

McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Ordinance 2021-08: an ordinance rezoning 5411 Bashford Street, McFarland, WI from Central Commercial (C-C) to Planned Development Infill – General & Detailed Plan Approved as requested by 5411 Bashford LLC, Dan and Meg Chin.

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.

June 2nd, 2021, CDA meeting to recommend Resolution 2021-14: Resolution Authorizing the Village President and Clerk to Execute a Real Estate Acquisition and Development Agreement with 5411 Bashford Street. Recommendation postponed pending resubmittal of project as a PUD.

August 16, 2021, Plan Commission Public Hearing on Ordinance 2021-08.

September 1, 2021, CDA recommendation of Resolution 2021-14.

September 13, 2021, Plan Commission recommendation on Ordinance 2021-08.

ISSUE SUMMARY:

Summary of Development Proposal



Dan & Meg Chin (5411 Bashford LLC, Dan Chin Homes), previously submitted a Tax Increment Financing (TIF) Development Incentives Application, Conditional Use Permit, and Site Design Review Permit regarding their desire to acquire 5411 Bashford Street from the Village and construct a new mixed-use building. The property is zoned C-C Central Commercial, with multi-family development allowed with a conditional use up to 15 DU/AC. The Conditional Use Permit and Site Design Review Permit were conditionally approved by the Plan Commission at its March 15, 2021 meeting. At the time, the project consisted of a ground floor commercial unit (2,060 SF) to be occupied by Dan Chin Homes Realty, a second smaller ground floor commercial unit (563 SF) available for lease (tenant TBD), three two-bedroom apartments on the second floor, and 11 off-street parking spaces. Prior to executing the Real Estate Acquisition and Development Agreement with the Village, the Chins were advised by the WI Department of Safety and Professional Services that their development project would require the installation of an elevator to meet ADA requirements for the upper story residential units. The inclusion of an elevator would result in additional project costs while also reducing the size of the ground floor commercial unit and one of the upper story residential units; thereby both increasing the cost of the project and reducing projected lease revenues. As an alternative to meeting the state elevator requirement, the Chin's are requesting to modify the smaller ground floor commercial unit into a one-bedroom residential apartment. However, this modification would increase the site density from 13.62 DU/AC to 18.15 DU/AC, exceeding the allowances under a conditional use permit in the C-C District. Therefore, the Chin's are requesting rezoning the property to the Planned Development Infill District and approval of an associated General & Detailed Implementation Plan. There are no prescribed density requirements under the PD-I District. Per Sec. 62-66(a), "the PD-I District is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood. Mixed use may be allowed to the extent that no land use conflicts will result." Aside from the addition of an outdoor patio for the ground floor residential unit and relocation of some exterior and interior doors serving this unit, the site plan and architectural design remain largely unchanged from the previous approved plans.

The packet includes a copy of the Chin's Letter of Intent, Plan Commission Application, Site Design Plan Checklist, responses to the PD-I General & Detailed Standards and Criteria, and their associated site and building design plans. The project as proposed needs several plan and permit approvals including:

- Ordinance 2021-08. Rezoning the property from C-C Central Commercial to PD-I General & Detailed Implementation Plan Approved.
- Resolution 2021-10. Vacation of Right-of-Way adjacent to 5411 Bashford Street (Johnson frontage). This requires completion of several steps including recording a Lis Pendens (completed), Plan Commission Recommendation (completed May 17, 2021), public hearing (completed 05-24-21) and resolution approved by the Village Board.
- Resolution 2021-12. Dedication of Right-of-Way adjacent to 5411 Bashford Street (Bashford frontage).
- Resolution 2021-14. TIF Application/Real Estate Acquisition & Development Agreement. Requests for TIF assistance require the review and approval of a TIF Development Incentives Application by the CDA and Village Board and an associated Real Estate Acquisition and Development Agreement. The CDA and Village Board have previously approved a TIF Incentives Application consisting of donation of the property valued at \$60,000 plus a tax increment loan at occupancy of \$172,000, for a total TIF incentive of \$232,000. Approval of



the TIF Development Incentives Application was conditioned on approval of a Real Estate Acquisition and Development Agreement by the Village Board. The CDA is scheduled to review and provide a recommendation to the Village Board on the Development Agreement at their September 1 meeting.

- Resolution 2021-15. Dedication of Right-of-Way adjacent to 6009 Johnson Street. This requires a dedication deed approved by the McFarland School Board. This approval has been completed and accepted by the Village Board (May 24, 2021).
- Resolution 2021-16. Easement for site utilities along Johnson Street.

Action by the Village Board on the above Ordinance and Resolutions (except 2021-15 which has already been approved) is anticipated to occur at the Board's September 13, 2021 meeting.

Planned Development Infill District Standards & TID #4 Design Guidelines

The proposed development is subject to the general and site design requirements in Sec. 62-66 and Sec. 62-67, as well as the TID #4 Design Guidelines. A review of these requirements is provided in the packet. The following includes additional staff comments where standards and criteria have not been met.

Sec. 62-66(d) & (e):

- Maximum impervious surface ratio of 0.70. This standard has not been met as the proposed development has an impervious surface ratio of 76.7%. However, the Applicant is correct that the prior C-C zoning did not have any maximum impervious surface requirement. In addition, Sec. 62-66(f) allows exceptions to this standard by the Plan Commission subject to approval by the Village Board. The project includes permeable pavement in the parking lot and new storm sewer to serve the development. The Village Engineer has reviewed the Grading and Erosion Control Plan and recommended acceptance.
- Minimum required usable open space per dwelling unit of 100 SF. Each residential unit includes a private deck of approximately 55 square feet. The Applicant has noted the proximity of the parcel to nearby Arnold Larson Park for additional recreational space for tenants. In addition, the property is adjacent to the Lower Yahara River Trail and within 0.1 miles of Discovery Park, the Village Library, and the Municipal Center, all of which provide various indoor and outdoor amenities within a short walking distance to the property. Sec. 62-66(f) allows exceptions to this standard by the Plan Commission subject to approval by the Village Board.

Other Site & Building Design Staff Comments:

- Bulk Requirements. Per Sec. 62-67(a)(2), there are no minimum bulk standard requirements in the PD-District, which is the same as the C-C District. The TID #4 Design Guidelines recommend buildings 0-10 feet from the front lot line, which the proposed design meets. A somewhat deeper setback of 13 feet is proposed near the intersection, but this is viewed as advantageous to maintain sightlines at the intersection.
- Building Design. The proposed building utilizes a stone veneer base that wraps the building,



vertical LP siding accented with horizontal LP siding, wood framed canopies, and wood and metal fence for each residential balcony. The building design, color, and roof framing are all compatible with surrounding structures.

- Landscaping. Per Sec. 62-67, there are no minimum landscaping points required in the PUD District, which is the same as the C-C District. The proposed landscaping plan provides for landscaping in an amount that would be close to satisfying the minimum landscaping points if the project were otherwise located in the C-G District. The plan also includes the preservation of existing trees along the rear lot line to aid in screening the parking lot from the adjacent duplex (6004-06 Johnson Street). Additional shrubs or solid fencing around the parking lot could be considered for additional screening purposes. Strategic locations for potential additional shrubs to minimize vehicular headlights on adjacent properties include at the end of the drive aisle and the first three stalls on the rear lot line.
- Trash Enclosures. The rear yard trash enclosure is proposed to be screened.
- Lighting. The building includes goose neck light fixtures compatible with the TID #4 design guidelines. There is one 14.5' light pole proposed for the parking lot, which meets the TID #4 design guidelines for height and fixture orientation.
- Off Street Parking. Per Sec. 62-67(a)(3), there are no prescribed requirements for off-street parking, which is the same as the C-C District. The site design includes 11 off-street parking spaces. If the property were located within a residential district, a minimum of two stalls are required for each one and two-bedroom unit, for 8 total stalls. If the property were located in another commercial district, a minimum of one stall per 300 square feet of floor area would be required, or 7 stalls, or a total of 15 stalls for the entire development. The proposed site plan can accommodate the off-street parking needs of the residential units while providing a surplus of three parking stalls for general purpose use. As a mixed use development, the peak time periods for each use differ providing opportunities for greater shared use of the parking stalls, as supported by the TID #4 Design Guidelines. In addition, the public parking lot across Bashford Street provides additional parking availability for the commercial businesses in the Downtown. Some on-street parking is available along Bashford street and limited to non-school hours (7:30am-4:30pm) on Johnson Street. The travel lane between the row of parking stalls is 20', narrower than the typical 24 feet for two-way 90-degree parking; however, given the size and anticipated parking needs of the site, 20 feet should be acceptable.
- Snowstorage. Snow storage can be provided along the perimeter of the parking lot. During high snow fall events, the Plan Commission previously accepted the use of the northwest parking stall for additional snow storage.
- Signage. The building elevations illustrate a proposed wall sign for the rear entrance facade. This appears to be non-illuminated and should remain as such for compatibility with adjacent uses. A monument sign is being proposed for the front yard (Bashford Street). Details regarding the wall and monument signs to be provided at the time of sign permit submittal. Utilization of the same stone veneer for the building is recommended for the base of the monument sign.



- **Right of Way & Utilities.** There are several site and building design challenges associated with this project. The proposed building would encroach on the right-of-way (ROW) along Johnson Street. In addition, there is an existing sanitary sewer main within the ROW of Johnson Street, inside of the existing curb that connects to an existing man-hole on Bashford Street. The proposed building would also encroach on the existing sanitary main. To address these site constraints, the applicants desire to have the Village vacate a portion of the ROW along Johnson Street to the property to enlarge the parcel size. In addition, the applicants propose relocating the existing sanitary sewer main closer to the existing curb along Johnson Street. Based on Dane County online parcel mapping, the existing ROW along Johnson Street was thought to be approximately 100 feet wide at the intersection with Bashford Street, tapering to 51 feet wide at the southeast corner (rear) of the property. However, upon further research, the Dane County online parcel mapping is inaccurate. This portion of the Village was platted in 1951, with Johnson Street having a 50 foot wide ROW. Sometime between 1968 and 1974, the Village paved Johnson Street to its approximate current alignment, angling the road south to better align with Milwaukee Street. When the roadway was realigned, the Village did not adjust the dedicated ROW, possibly because the Village was the owner of the property to the south (Conrad Elvehjem School) at that time. Therefore, the current ROW has remained unchanged from the 1951 plat. In order to vacate a portion of the ROW adjacent to 5411 Bashford Street, a portion of Conrad Elvehjem parcel will need to be dedicated by the McFarland School District in order to maintain a code compliant ROW. Sheet 9 of 14 of the site and building plans illustrates the various ROW dedications and vacations proposed to enable construction of the mixed-use building. The site plan identifies a proposed ROW of at least 60 feet. This conforms to the minimum ROW width of the Village's Subdivision Code for local streets. The dedication of the ROW by the School Board has been approved and accepted by the Village Board.

Other Department Head Comments

The packet includes project review letters from the McFarland Fire & Rescue Department, Police Chief, and the Village Engineer.

Public Comments

No public comments received by the Department prior to the public hearing or during the public hearing.

FINANCIAL/BUDGET IMPACT:

The property is in TID #4 and was acquired by the Village in 2017 for the purpose of blight elimination and redevelopment to a higher and better use. The Village previously invested about \$60K in the purchase and clean-up of the property, including building demolition and removal of an underground tank in 2018. With removal of the tank, the WDNR has given the property a No Action Required (NAR) determination.

The applicant has estimated a total construction project budget of \$2,030,000, up from the previous estimate of \$1,503,740 due to increases in construction pricing. The applicant



estimates a property assessment value of at least \$1,110,000 upon project completion, effective January 1, 2023. A building of this value would generate an estimated \$21,590 in annual tax increment beginning in year 2024, with a total estimated tax increment collection of \$237,487 prior to closure of TID #4, assuming no changes in the property valuation or tax rate.

The CDA and Village Board have previously approved a TIF Incentives Application consisting of donation of the property valued at \$60,000 plus a tax increment loan at occupancy of \$172,000, for a total TIF incentive of \$232,000. Approval of the TIF Development Incentives Application was conditioned on approval of a Real Estate Acquisition and Development Agreement by the Village Board. The CDA is scheduled to review and provide a recommendation to the Village Board on the Development Agreement at their September 1 meeting.

In addition to general building permit fees, the applicant will be required to pay applicable impact fees, including:

- Park Improvement Impact Fee: \$3,961.52
- Park Land Impact Fee: \$11,021.04
- Library Impact Fee: \$1,724.00

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. Typical Implementing Zoning Districts includes the PD-I Planned Development Infill District. 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.

Over the past couple of years, the CDA has discussed various potential future uses of the property including for a single family home, duplex, commercial or mixed-uses. The property is



also within the Village's Redevelopment District No. 2 Plan adopted in 2010. The plan identified the property, along with the adjacent 5407 Bashford Street parcel, for potential residential redevelopment for four townhouse units. More recent discussions by the CDA have indicated a preference for mixed-use development on the site, consistent with the 2017 Comprehensive Plan and C-C Zoning. Last year the Village Board authorized an offer to purchase 5407 Bashford Street but the Village was unable to come to agreeable terms with the property owner which would have enabled the Village to combine the two properties to create a larger redevelopment site. The Chins also considered the acquisition of 5407 Bashford Street but opted against making an offer after discussions with the owner and revisiting their own desired development plans.

Outdoor Recreation and Open Space Plan

The 2019 Outdoor Recreation and Open Space Plan (OROSP) does not identify any proposed public parks for this property.

ORDINANCE REFERENCE:

Sec. 56-140, Specifications for Preparation, Construction and Dedication of Streets and Roads
Sec. 62-66, PD-I Planned Development Infill District
Sec. 62-67, PD Planned Development District
Sec. 62-311, Site/Design Review
TID #4 Design Guidelines

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve Ordinance 2021-08 with the following conditions:

1. Addressing recommended conditions of approval as identified in the McFarland Fire & Rescue Department staff review letter dated 08.02.21.
2. Addressing recommended conditions of approval as identified in the Village Engineer's staff review letter dated 08.09.21.
3. Approval by the Village Board of Resolution 2021-10, a Resolution Discontinuing a Portion of Johnson Street Abutting Lots 8 & 9, Block 1, Johnson 's Addition to the Village of McFarland as a Public Way.
4. Approval by the Village Board of Resolution 2021-12, a Resolution Dedicating Land Adjacent to 5411 Bashford Street for Public Highway Purposes.
5. Approval by the Village Board of Resolution 2021-14, a Resolution Authorizing a Real Estate Acquisition and Development Agreement with 5411 Bashford LLC.
6. Approval by the Village Board of Resolution 2021-16, a Resolution Approving a Declaration of Easements on Property Located at 5411 Bashford Street.

ATTACHMENTS:

1. 2021-08 Rezoning 5411 Bashford Street
2. 5411 Bashford Street_Planned Unit Development_07.06.21
3. McFarland_Comprehensive_Plan_-_Future_Land_Use_Map
4. Comp Plan, Figure 4.1(page 35)
5. 5411 Bashford LLC-PUD Standards C&ED Review_08.11.2021



6. 5411 Bashford LLC-TID 4 Design Guideline C&ED Review_08.11.2021
7. 5411 Bashford Street Fire Department Position Statement 08.02.2021
8. 5411 Bashford Street PD Ltr_08.09.2021
9. 5411 Bashford Street VE Ltr_08.09.2021

ORDINANCE 2021-08

AN ORDINANCE TO REZONE LANDS ON BASHFORD AND JOHNSON STREET FROM THE C-C ZONE, CENTRAL COMMERCIAL DISTRICT, TO THE PLANNED DEVELOPMENT INFILL DISTRICT - GENERAL PLAN APPROVED AND DETAILED PLAN APPROVED.

Purpose: To rezone the lands on Bashford and Johnson Street as part of a proposed mixed-use development at 5411 Bashford Street.

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

WHEREAS, the developer of the proposed 5411 Bashford Street Mixed Use Redevelopment project, submitted a development plan to the Village on July 6, 2021, a copy of which is attached hereto as Exhibit A, and requested that the General Implementation Plan and the Detailed Implementation Plan be processed and approved as a single stage Planned Development Infill District; and

WHEREAS, the developer has submitted documents fulfilling the requirements for approval of a General and Detailed Implementation Plan for the lands specified below; and

WHEREAS, the Village Board is willing to conditionally approve the General and Detailed Implementation Plan, and the Village Board finds approval thereof is in the public interest;

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

1. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map are hereby amended so that the following described real estate is hereby rezoned from the C-C Zone, Central Commercial District, to Planned Development Infill District – General and Detailed Plan Approved (PDI-GPA and PDI-DPA):

PARCEL A (5411 Bashford Street):

The Southeasterly 60 feet in width of Lots Eight (8) and Nine (9), Block One (1), Johnson's Addition to McFarland, in the Village of McFarland, Dane County, Wisconsin, Except that portion acquired by the Village of McFarland for street right of way as described in the Award of Compensation recorded in Vol. 7889 of Records, Page 25 as Document No. 1925694.

2. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map are hereby amended so that the following described real estate is hereby zoned to the Planned Development Infill District – General and Detailed Plan Approved (PDI-GPA and PDI-DPA):

PARCEL B (Johnson Street Right-of-Way Vacation adjacent to 5411 Bashford Street):

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 Northwestern right-of-way line of said Johnson Street; thence, along said Northwestern right-of-way line and the Southeasterly line of said Block 1, North 46°51'16" East, 138.03 feet; thence, leaving said Northwestern 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.

3. The Zoning Administrator is hereby directed to label these changes on the Official Zoning Map, once the rezoning is effective.

4. This ordinance does not constitute approval of any earthwork or building construction within any of the property described in the ordinance. No construction of any kind, including earthwork or building construction, is permitted on Parcel A or Parcel B until a development agreement is reached between the Village and developer. If the developer fails to reach a development agreement with the Village within one (1) year after the approval of this ordinance, then this ordinance shall become null and void, and the zoning of Parcel A and B shall continue to be the existing C-C zoning.

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

ORDINANCE 2021 –08	
MOTION	SECOND
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:	

APPROVED:

Carolyn A. Clow, Village President

ATTEST:

Cassandra Suettinger, Village Clerk-
Treasurer



July 7, 2021

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

RE: Plan Commission: Letter of Intent

Dear Commission Members and Planning and Development Staff:

Sketchworks Architecture, LLC is submitting this letter of intent and application for the Dan Chin Homes-mixed use development. The intent of the project is to provide commercial first floor space, with one ground floor apartment and 3 apartment units above. The proposed building will have approximately 3,000 SF of first floor space, with a majority of this space going to Dan Chin Homes new office. The additional space will be finished out as an accessible first floor one bedroom apartment unit. The 3 apartments on the second floor are all 2 bedroom units, with contemporary finishes and private balconies. There will be basement level storage.

The site has been designed to position the building near the Bashford Street and Johnson Street intersection with the parking located south of the building. In order to maximize the site development potential, permeable pavement is being used to meet stormwater management requirements and a portion of the unused Johnson Street right-of-way is proposed to be vacated to add area to the site. The site development includes the addition of public sidewalks, addition of street cross walk lines, and street curb adjustments to pull proposed handicap ramp further east.

The proposed building design fits within the TID #4 guidelines. The building will have some residential characteristics including board and batten siding and gable roofs, but also include plenty of glass and aluminum storefront on the first floor for the commercial spaces. Exterior patio space will be accessible from glass overhead doors on the first floor. Canopies of standing seam metal roofing provide contemporary accents, with a stone base for aesthetics and durability at grade.

In working through accessibility requirements for the apartment units, the second floor units require elevator access, or an alternate option of having an accessible ground floor unit. Several options were considered including providing this elevator access or reducing apartment units counts, but the added ground level apartment unit became the most viable option for the project. The design team has decided to include the additional ground level unit, to be located in the formerly vacant commercial tenant space. This vacant commercial space was small enough to still allow a majority of the ground floor to remain commercial. Further, this revision allows for minimal changes to the building exterior and site to accommodate the apartment use.



On January 26, 2021, the project team presented conceptual site plans and elevations to the Department of Planning for initial feedback.

Project Data:

Project Name: Dan Chin Homes- Mixed Use Development
Address: 5411 Bashford Street
Lot size: 0.22 Acres
Proposed Use: Mixed Use- Commercial Office Space and 1st and 2nd floor apartments
Total Building Area: 3,000 SF per floor
Parking Provided: 10 surface stalls, 1 ADA surface stall
Trash Enclosure: provided, see Civil Drawings for detail

Zoning District:

The property is currently zoned Central Commercial (C-C), proposing PD-I zoning.
The property is part of the Tax Increment Finance District #4

Project Team:

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

Building Owner:

5411 Bashford LLC
5920 Exchange St, #1
McFarland, WI 53558
Contact: Meg Chin
(608) 620-4177

Architect:

Sketchworks Architecture, LLC
7780 Elmwood Ave Ste 208
Middleton, WI 53562
Contact: Nick Badura
(608) 836-7570

Survey, Civil Engineer & Landscape Architect:

Quam Engineering, LLC
4604 Siggelkow Road, Suite A
McFarland, WI 53558
Contact: Ryan Quam
(608) 838-7750

Please feel free to contact us with any questions you may have regarding this request.

Respectfully,

Nick Badura
Sketchworks Architecture, LLC

**Village of McFarland
Community & Economic Development Department**

Plan Commission Application – 2021

~Application must be completed in full~

Applicant - Owner	5411 Bashford LLC	Applicant's Agent	Sketchworks Architecture
		Name	Nick Badura
Address	5920 Exchange St #1 McFarland, WI 53558	Address	7780 Elmwood Ave, Suite 208 Middleton, WI 53562
Email	meg@danchinhomes.com	Email	nbadura@sketchworksarch.com
Phone #	608-620-4177	Phone #	608-836-7570
Fax #		Fax #	

Parcel No(s). 154/0610-034-0618-1

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 5411 Bashford Street. The property is currently C-C Central
Commerical zoning, seeking PD-I Planned Development Infill. The development consists of
a 2-story mixed use building of approximately 3,000 sf per floor. Dan Chin Homes would
occupy the first floor commerical space, with the small remaining floor space built out for
an apartment unit. The second floor consists of 3 (two-bedroom) units.

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

project previously acted upon at March 15, 2021 meeting. First floor Vacant commercial space is not being-built out for apartment use.

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



Signature of Applicant/Agent

6-7-2021

Date

Site and Design Plans

Check List

Date received: _____

Subject property address: 5411 Bashford Street

Landowner's name: Village of McFarland

Landowner's address: _____

Landowner's phone/fax: _____

Landowner's email: _____

Agent's name:	Nick Badura- Sketchworks Architecture
Agent's address:	7780 Elmwood Ave Ste 208, Middleton WI 53562
Agent's phone/fax:	608-836-7570
Agent's email:	nbadura@sketchworksarch.com

- G001 A. Title Block that indicates name and address of the current property owner.
- G001 B. Name and signature of the designer.
- G001 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 C-C Proposed rezoning X yes no
- Civil p.1 F. All property lines, and existing and proposed right-of-way lines with bearings and dimensions clearly labeled.
- Civil p.2 G. All required building setback lines.
- Civil p.2 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.
- Civil p.2 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.
- Civil p.2 J. Existing and proposed site and building signage.
- A201 A202 K. Color exterior façade elevations of all proposed buildings including descriptions of materials and colors.
- Civil p.2 L. The location of all outdoor storage areas; including proposed screening materials and colors.
- Civil p.3 M. The location of existing and proposed drainage facilities including stormwater and erosion control plan.
- Civil p.2 N. The location and type of any permanently protected green space areas.
- NA O. The location and elevation of any wetlands or floodplains.

- Civil p.3 P. Grading Plan including existing & proposed topography shown at a contour interval of not more than two (2) ft.
- Civil p.2 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.
- Civil p.5 R. Landscaping Plans including proposed species, quantity and planting size. Refer to Appendix B of the Village's Zoning Code for more information.
- Civil p.4 S. Hydrant locations and Fire Department Connection.
- Civil p.6 T. Lighting Plans including photometrics and description of fixture types, heights and orientation.
- Civil p.4 U. Utility plans, including the location of existing and proposed overhead or underground site utilities, including piping and meter sizes and associate appurtenances.
- Civil p.2 V. Existing or proposed easements.
- see below W. A legal description of the subject property.

General Comments: _____

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.



July 7, 2021

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

RE: Plan Commission: PD-I Infill District Standards and Criteria

The following list are descriptions for each item of the Planned Development Infill District standards and criteria:

Sec. 62-66(d)(1-3)

1. Maximum impervious surface ratio:
 - Seven-tenths nonresidential and mixed use.

76.7% Impervious surface ratio. The existing C-C zoning does not include a maximum impervious ratio, therefore the entire site could be made impervious. We further have added an area of permeable pavement on the site. See Civil Drawings for additional information.

2. Maximum floor area ratio: 0.70

Floor area ratio- .35

3. Minimum required usable open space per dwelling unit: 100 SF/D

Deck sizes vary- minimum per unit, 55 SF, Maximum- 155 SF deck space
And proximity to nearby Arnold Larson Park for additional open space

Sec. 62-66(e)

1. Screening and requirements for buffer yards shall be included as part of plan reviews. Such screening shall shield neighboring properties from any adverse external effects of the proposed developments. Screening and buffer yards shall also be used to shield the proposed development from the negative impacts of adjacent uses, such as streets, industrial uses, etc. Special emphasis shall be placed on screening the intrusion of automobile headlights on neighboring properties from parking areas and driveways.

Landscaping screening is provided at the southwest property line, utilizing existing trees for adjacent property screening. Refuse area is also screened to limit the visual impact. Mechanical equipment will be screened with landscaping.



2. Pedestrian circulation should be carefully planned so as to prevent pedestrian use of vehicular ways and parking spaces. In all cases, pedestrian access shall be provided to public walkways.

Parking has been located behind the building, enhancing the relationship of the building to Johnson and Bashford streets. Ingress and egress to the site parking lot are located on Johnson Street, with a relatively small number of parking spaces affecting traffic and overall street traffic flow. Sidewalks that connect building entrance along Bashford street promote pedestrian access to the building, and convenient access for the ground floor and 2nd floor apartments. A 6-foot sidewalk width is maintained when adjacent to curbs, to match existing pedestrian access across the street on Bashford St. Greenspace and sidewalk access around the perimeter of the building is maintained.

3. The usable open space required for residential development projects and mixed use residential projects shall be designed for use of each individual dwelling unit or shall be located and designed to be of utility to every dwelling unit proposed. This required usable open space shall be designed to maximum privacy and usability to the residence.

Outdoor decks and/or ground level patio spaces are provided for each unit, enhancing outdoor open space and use, along with an at grade patio for the commercial use.

4. Special emphasis shall be placed on trash collection points. Trash containers shall be screened and so designed so as to be conveniently accessible to their users and collectors.

Refuse will be located to the rear of the site and screened to limit visibility to adjacent properties

5. Within the PD-I District, mixed land uses may be proposed. However, they must be found to be compatible based on the site and building design proposed. Compatibility will also be judged on the basis of how well the proposed project fits within the context of the neighborhood and abutting properties. The basic intent of this Chapter and Village Comprehensive Plan must be adhered to.

Neighboring properties both adjacent and across the street include residential and city center zoning uses. The commercial office use will be the Dan Chin Homes space, one that has been working within a nearby site also zoned C-C for some time.

6. Snow removal areas and procedures must be described in the plans.

Per previous plan commission meeting discussion, the northwest stall will be used for snow storage as needed.



7. All site lighting shall be controlled so as not to extend a direct light source onto abutting properties. Cutoff type luminaries shall be used and all lighting sheds shall be indicated in the plans.

Cutoff light fixtures are proposed for the project, along with stepping down lighting intensity at the property line to required levels. See site lighting plan for additional information

8. The physical attributes of the site shall be respected with particular concern for preservation of natural features, tree growth and open space.

Many of the existing trees will be kept and utilized for the new development

Sec. 62-67(4)a-j

- a. The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan.

The comprehensive plan- future land use indicates a downtown use in this location, adjacent to single family residential uses. The proposed mixed-use building with commercial office space and residential apartments fits within the intended use and higher density of a downtown use in this location.

- 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.

Proposed uses of this site include real estate office space, with one ground floor apartment And three apartments above. The apartments will blend well with the R-1 and R-2 zoning adjacent to the site and their goal of promoting residential family use. This use configuration follows directly in line with the TID #4 guidelines promoting commercial/retail/office on ground floor with residential units above.

- 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.

Redesign of the site included narrowing the intersection and establishing shorter crosswalks for easier pedestrian accessibility. Bike stalls are located near the entries.



- 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.

Several existing trees along the southwest property line are protected and will remain, see Civil drawing 1 of 8 for additional information

- 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 development of this property will create interest and pedestrian traffic to this corner with the commercial use and architectural character which could positively spur development in the surrounding area. The apartments will work well with the adjacent neighborhood of residential properties, and a strong presence on this corner lot. Both the street and the parking sides of the building received similar architectural treatment. This approach enhances all sides of the building, versus just focusing on the front side, where the back side may often have less architectural interest.

- f. The following provisions shall apply:

- 1. 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.

Outdoor decks and/or ground level patio spaces are provided for each unit, enhancing outdoor open space and use, along with an at grade patio for the commercial use.

- 2. 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 proposed dwelling units will provide fees in-lieu of parking 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 development will not adversely affect public agencies and their services

- 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 of 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.

Adequate utilities and site improvements are being provided, as outlined in the civil engineering drawings included with this submittal. As this particular site has a large amount of utility lines in and around the site, the designers have worked closely with city staff to ensure improvements are coordinated with the expectations of city staff and required utility clearances.

- 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 feels that the development will not adversely affect the economic prosperity of the Village or the values of the surrounding properties.

- j. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation 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 development is currently scheduled to begin immediately upon Village approval.

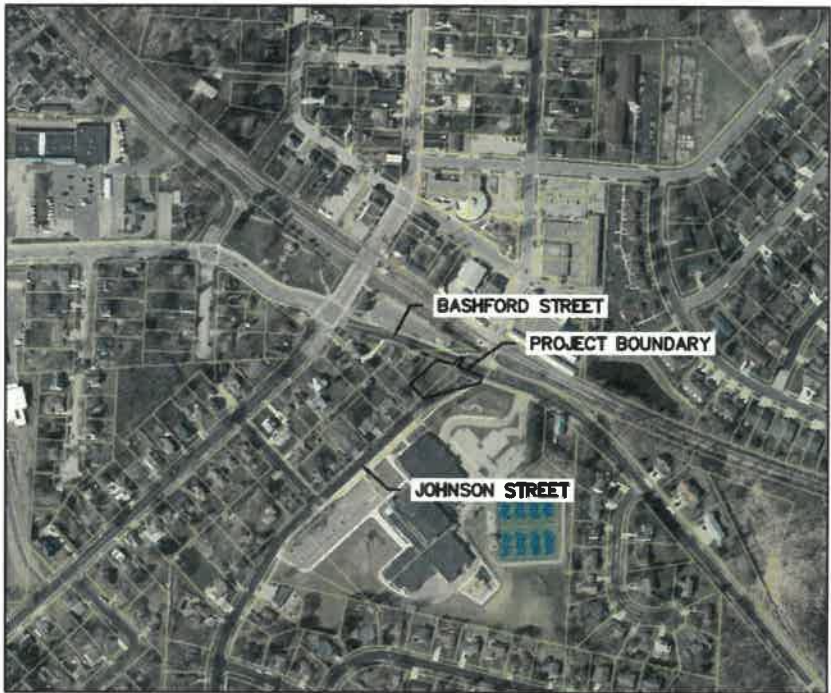
Respectfully,

Nick Badura
Sketchworks Architecture, LLC

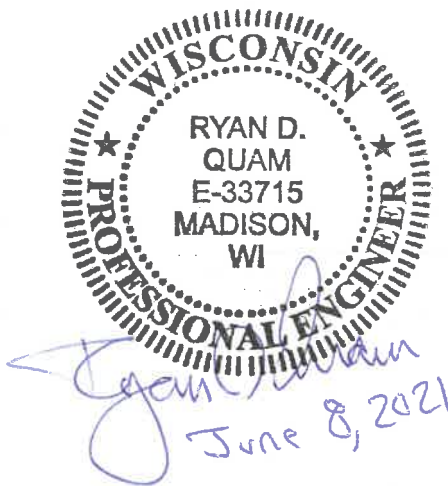
5411 BASHFORD STREET MIXED USE REDEVELOPMENT

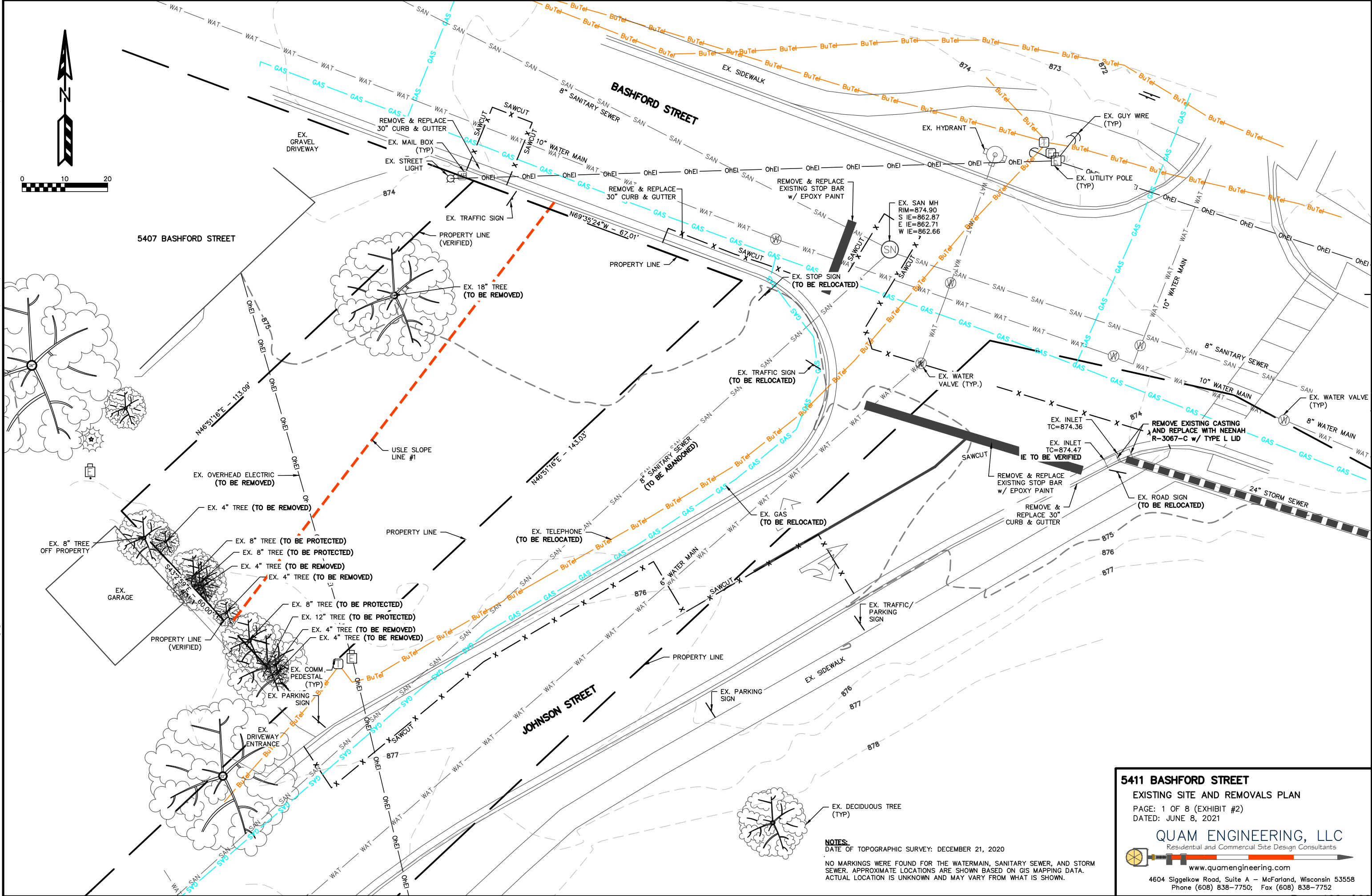
VILLAGE OF MCFARLAND DANE COUNTY, WISCONSIN

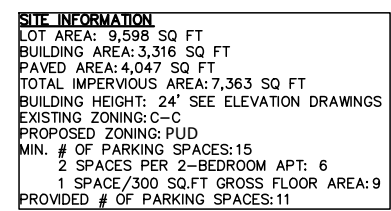
INDEX		
PAGE	STATIONS	DESCRIPTION
0		COVER PAGE
1		EXISTING SITE AND REMOVALS PLAN
2		SITE PLAN
3		GRADING AND EROSION CONTROL PLAN
4		UTILITY PLAN
5		LANDSCAPE PLAN
6		LIGHTING PLAN
7	0+00 - 3+77	SANITARY LINE - PLAN AND PROFILE
8		RIGHT-OF-WAY ADJUSTMENT MAP

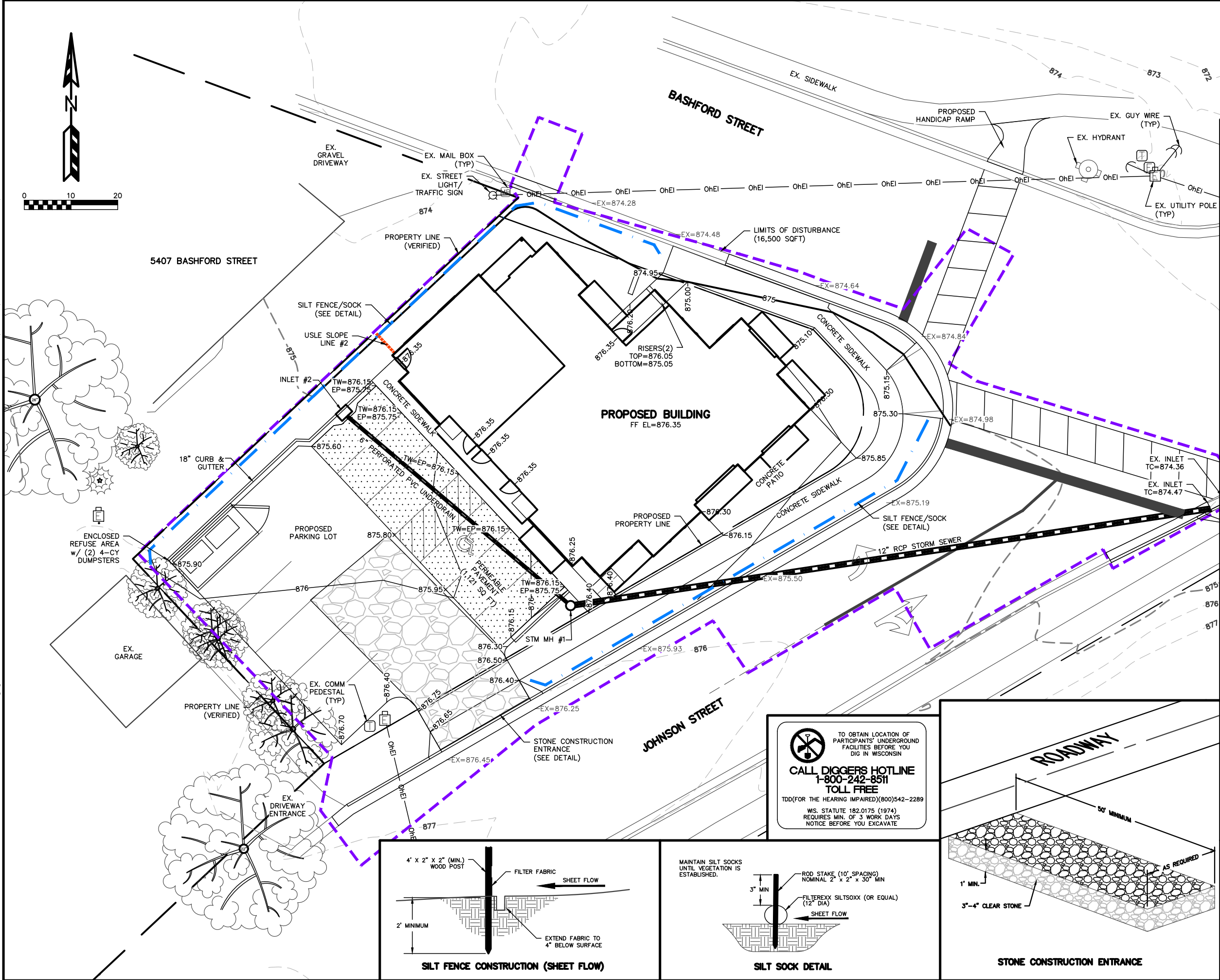


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Phone (608) 838-7750; Fax (608) 838-7752









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 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:
AUGUST 1 - AUGUST 15, 2021 INSTALL INITIAL EROSION CONTROL DEVICE AND ROUGH GRADE SITE.
AUGUST 15, 2021 - MAY 15, 2022 CONSTRUCT BUILDING, PARKING LOT, SIDEWALK, AND CURB.
MAY 15-JUNE 1, 2022 COMPLETE FINAL LANDSCAPING, AND RESTORE ALL PVIOUSLY DISTURBED AREAS.

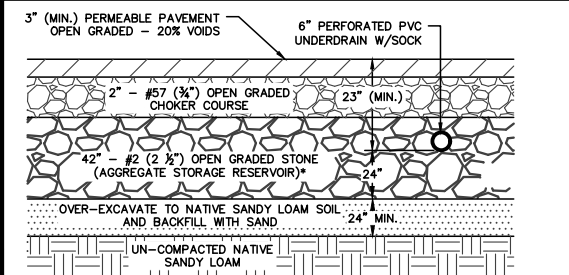
RESTORATION NOTES:
ALL PVIOUSLY DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH. ALL PVIOUSLY DISTURBED AREAS SHALL RECEIVE FERTILIZER. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SEED MIXTURE 40 SHALL BE USED ON ALL DISTURBED AREAS. MIXTURES 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.

OWNER:
5411 BASHFORD LLC
ATTN: DAN AND MEG CHIN
PO BOX 110
MCFARLAND WI, 53558

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



AGGREGATE STORAGE RESERVOIR NOTES:

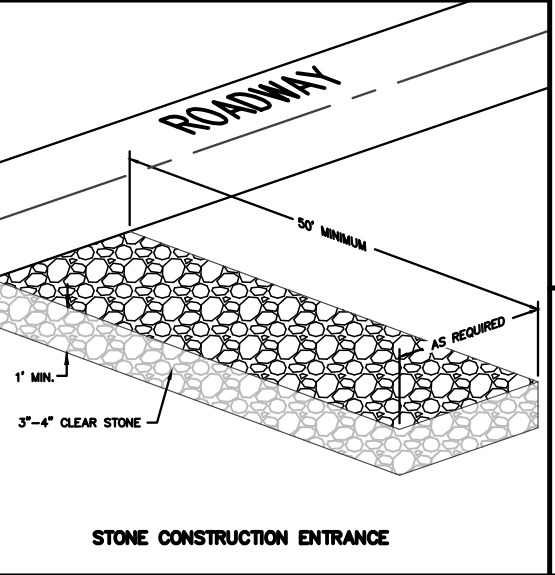
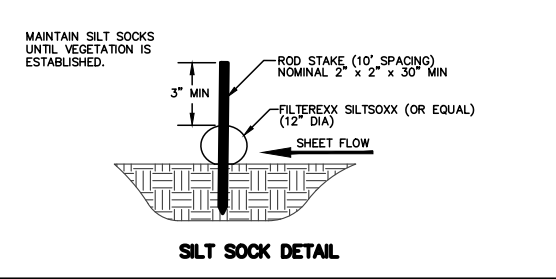
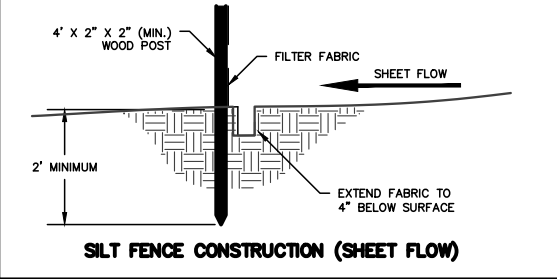
- SHALL CONSIST OF OPEN GRADED BASE CONSISTING OF CRUSHED STONE OR CRUSHED GRAVEL WITH NO GREATER THAN 5% PASSING THE NO. 200 SIEVE.
- PROVIDE A MINIMUM POROSITY OF 30% PER ASTM C29 STANDARD TEST METHOD FOR BULK DENSITY ("UNIT WEIGHT") AND VOIDS IN AGGREGATE.
- COMPLY WITH SOUNDNESS AND WEAR, AND FRACTURE REQUIREMENTS LISTED IN WISCONSIN DOT STANDARD SPECIFICATIONS SECTION 301.2.4.5 - AGGREGATE BASE PHYSICAL PROPERTIES.
- COMPLY WITH CONSTRUCTION REQUIREMENT IN WISCONSIN DOT STANDARD SPECIFICATIONS SECTION 301.3 OR ADMINISTERING AUTHORITY.
- IF ASPHALT IS USED AS PERMEABLE PAVEMENT, THEN ASPHALT SHALL BE POLYMER MODIFIED BINDER, GROUND TIRE RUBBER (GTR), OR FIBERS (CELLULOSE) MEETING THE DRAIN DOWN REQUIREMENT FOR WSDOT SMA OF 0.30%. THE DRAIN DOWN FOR THE UNCOMPACTED HMA MIXTURE SHALL BE TESTED USING AASHTO T-305 PROCEDURE.

PERMEABLE PAVEMENT DETAIL

5411 BASHFORD STREET
GRADING AND EROSION CONTROL PLAN
PAGE: 3 OF 8 (EXHIBIT #3)
DATED: JUNE 8, 2021

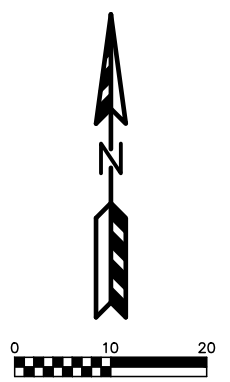
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Phone (608) 838-7750; Fax (608) 838-7752

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



The site plan includes the following details:

- Inlet #2**: 2'x3' CONC., W/ NEENAH CASTING R-3067, TC=875.95, IE=873.80, AREA: 0.138 AC, DRAINAGE: 0 GPM.
- 18" CURB & GUTTER**
- ENCLOSED REFUSE AREA** w/ (2) 4-CY DUMPSTERS
- EX. GARAGE**
- PROPERTY LINE (VERIFIED)**
- EX. COM PEDESTAL (TY)**
- EX. DRIVEWAY ENTRANCE**
- BUTTER** (orange line)
- SAN SWP** (cyan line)
- WATER MAIN** (blue line)



5411 BASHFORD STREET

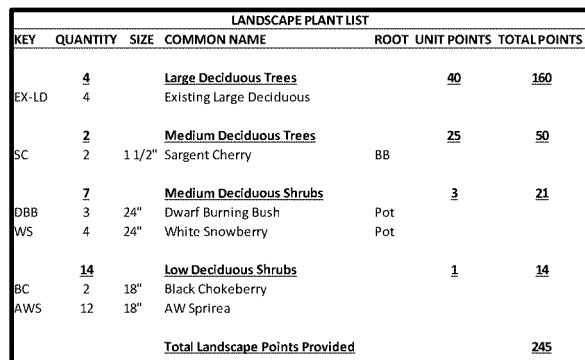
UTILITY PLAN

PAGE: 4 OF 8 (EXHIBIT #4)
DATED: JUNE 8, 2021

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 www.quamengineering.com

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NOTES:

1. Lawn areas to receive a minimum of 4" of topsoil, seed (Bluegrass mix), starter fertilizer, and straw or starter mulch
2. Planting beds to receive shredded hardwood bark mulch spread to a depth of 3".
3. Individual trees in lawn areas to receive shredded hardwood bark mulch (4" diameter) spread to a depth of 3".

5411 BASHFORD STREET

LANDSCAPE PLAN

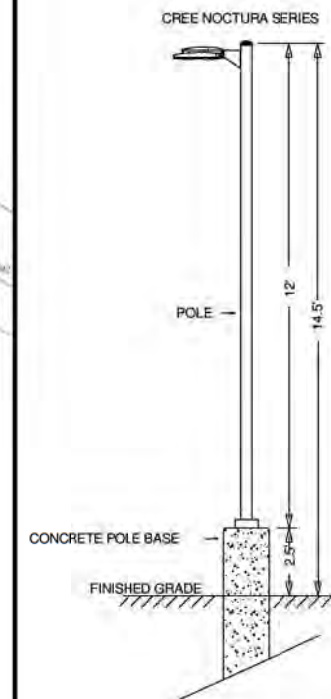
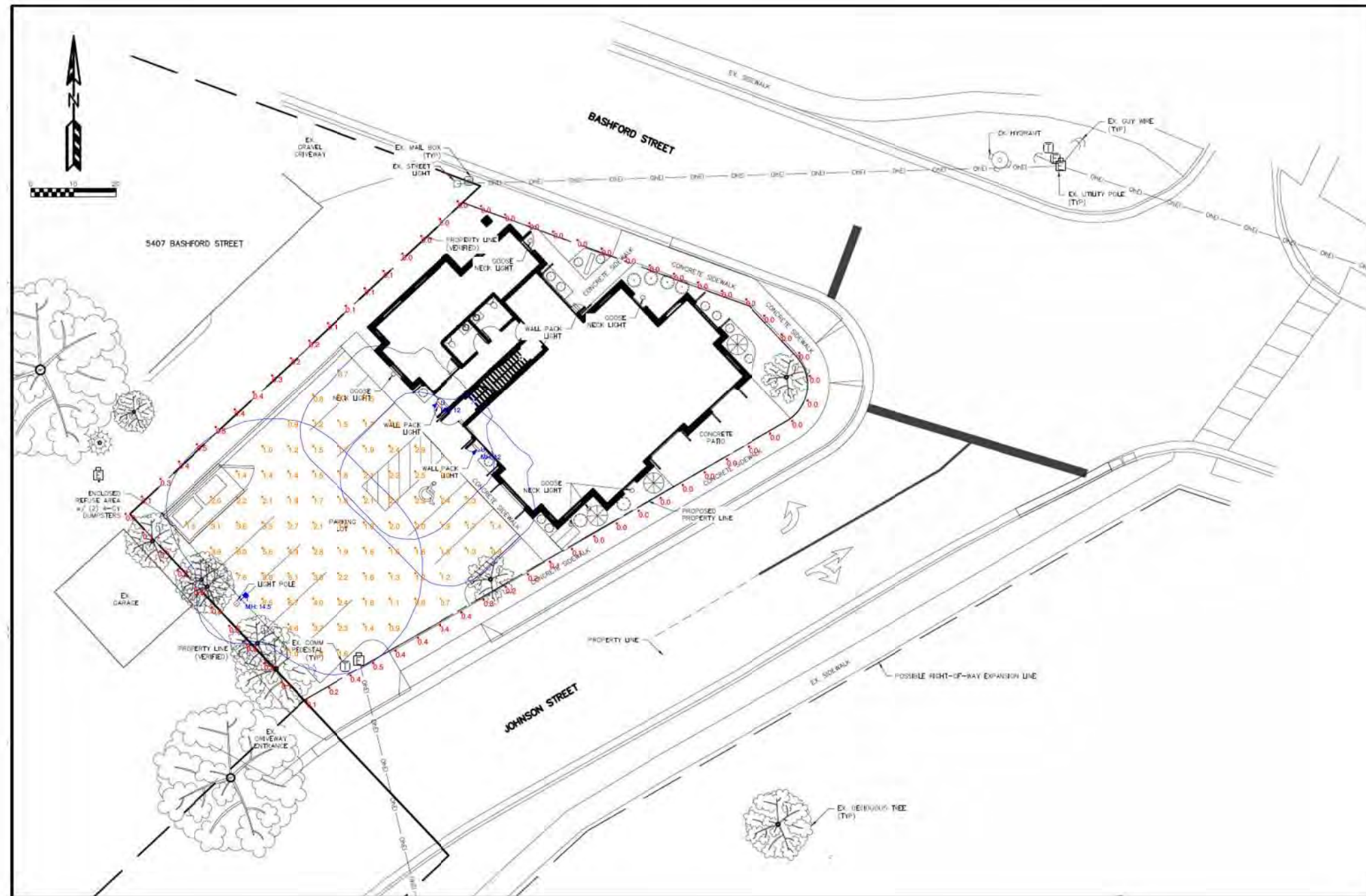
PAGE: 5 OF 8
DATED: JUNE 8, 2021

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

Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Lum. Watts	Lum. Lumens
	1	T	0.890	NTA-A-NM-T4-11L-40K-UL-BZ + NTA-BLSF-11L	75	7186
	2	U	0.890	XSPW-B-WM-4ME-2L-40K-UL-BZ	19	2490

POLE (1) 12' X 4" SQUARE STEEL POLE

MAINTAINED FOOTCANDLES SHOWN AT GRADE

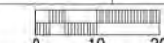
Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	2.36	8.8	0.7	3.37	12.57
Property Line	Fc	0.16	0.8	0.0	N.A.	N.A.

ERi ENGINEERED REPRESENTATION INC.

www.engineeredrepinc.com
262.542.6285 Wauwatosa
920.751.3922 Neenah
apps@eriwi.com

Date:3/12/2021

Scale: 1"=20'



Layout By: Andy

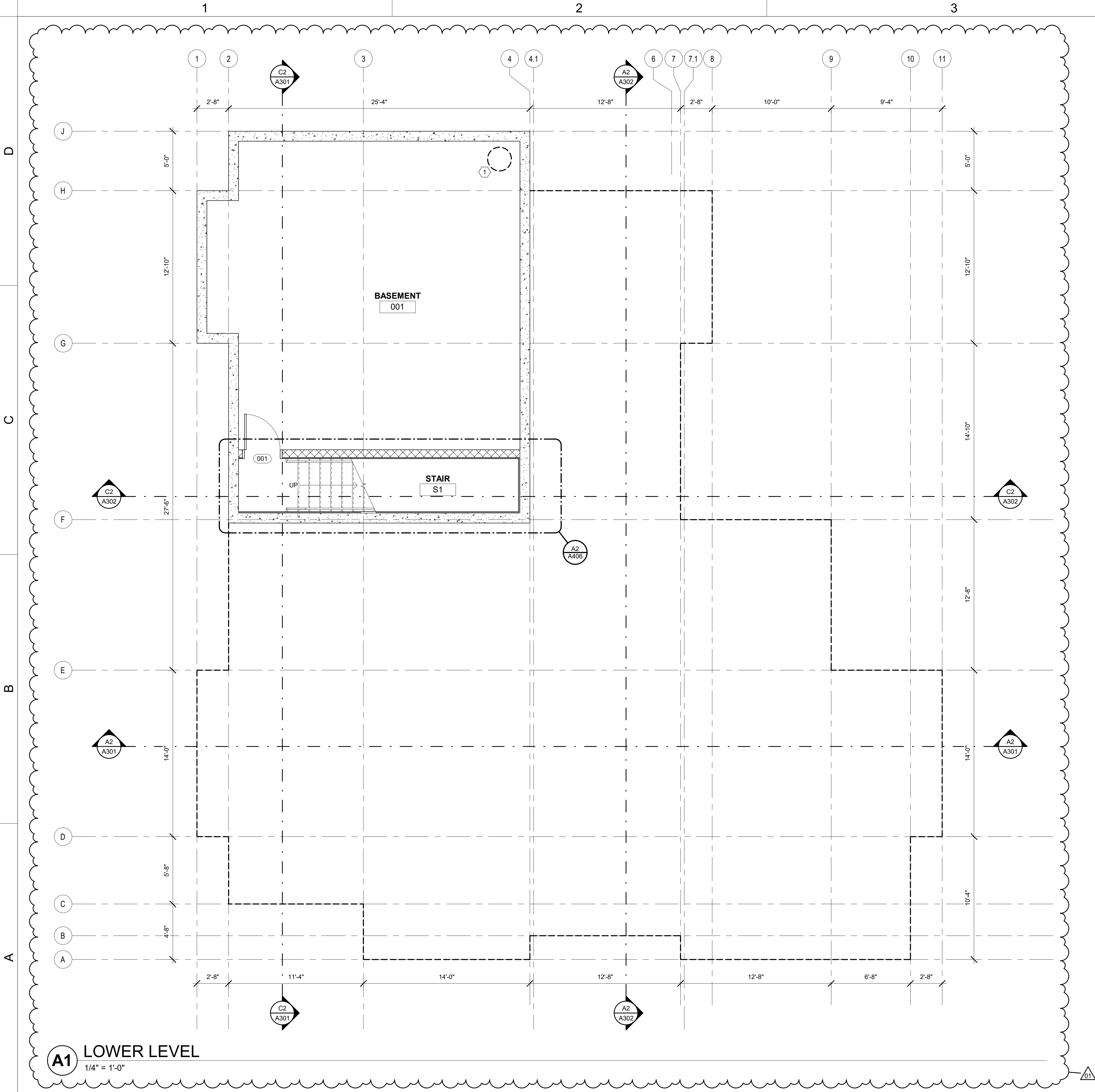
Project: 5411 BASHFROD STREET - McFARLAND, WI

Filename: 210312QE1AKC.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.







- GENERAL PLAN NOTES:**
- A. MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION IMPROVEMENTS TO BE DESIGN BUILD, UNLESS NOTED OTHERWISE. DESIGNED AS REQUIRED BY CURRENT BUILDING CODES. MEP DESIGN BUILD CONTRACTOR(S) RESPONSIBLE FOR ENSURING CODE COMPLIANT CONSTRUCTION OF NEW SYSTEMS IN TENANT SPACES.
 - B. PROVIDE SOUND INSULATION IN ALL DEMISING WALLS AND INTERIOR WALLS, UNLESS NOTED OTHERWISE.
 - C. PROVIDE MOISTURE RESISTANT GWB AT ALL PLUMBING WALLS.
 - D. PROVIDE ACCESSIBLE TOILET ROOM FIXTURES AND ACCESSORIES PER MOUNTING HEIGHTS INDICATED ON SHEET A002.
 - E. PROVIDE 2x BLOCKING AT ALL GRAB BAR LOCATIONS PER ANSI A117.1 2009
 - F. PROVIDE ADA APPROVED THRESHOLDS AT ALL NEW FLOOR TRANSITIONS AND DOORWAYS.
 - G. EXTERIOR DIMENSIONS ARE FROM GRIDLINE TO GRIDLINE, OR TO EDGE OF FOUNDATION WALL UNLESS NOTED OTHERWISE. PLEASE CONTACT ARCHITECT WITH ANY DISCREPANCIES.
 - H. INTERIOR DIMENSIONS FOR NEW CONSTRUCTION ARE TO FACE OF FRAME OR COLUMN CENTERLINE UNLESS NOTED OTHERWISE.
 - I. ALL DOORS WITH A CLOSE PROXIMITY OF A PERPENDICULAR WALL SHALL HAVE A TYPICAL DIMENSION OF 6" FROM FACE OF FRAME TO DOOR OPENING UNLESS NOTED OTHERWISE.
 - J. VERIFY ALL EXISTING CONDITIONS AND ADJUST WALL DIMENSIONS ACCORDINGLY. CONTACT ARCHITECT WITH ANY DISCREPANCIES.
 - K. CONTRACTOR SHALL NOTIFY ARCHITECT, ENGINEER AND OWNER IMMEDIATELY UPON DISCOVERING ANY UNANTICIPATED STRUCTURAL CONDITIONS OR DISCREPANCIES WITH PROPOSED MODIFICATIONS.
 - L. FIRE EXTINGUISHER CABINETS SHALL BE RATED TO MEET THE ASSOCIATED WALL FIRE RATING.
 - M. GENERAL CONTRACTOR TO SECURE CONSTRUCTION AREA DURING CONSTRUCTION WORK. SEAL ALL DOORS AS REQUIRED. CONSTRUCT AND MAINTAIN A FLOOR TO CEILING DUST BARRIER, TO PROVIDE SEPARATION FOR DUST, DEBRIS AND SOUND.
 - N. GENERAL CONTRACTOR TO COORDINATE CONSTRUCTION SCHEDULE TO MINIMIZE IMPACT ON EXISTING BUILDING OPERATIONS AND PLANNED EVENTS. CONSTRUCTION SPACE MUST BE CLEAN AND AVAILABLE FOR USE PERIODICALLY PER OWNERS REQUEST. VERIFY SCHEDULED EVENTS WITH OWNER PRIOR TO CONSTRUCTION START AND ARRANGE CONSTRUCTION SCHEDULE TO MEET OWNER'S NEEDS. COORDINATE SYSTEMS AND UTILITY SHUT DOWNS WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
 - O. SUBMIT ALL FINISHES TO THE ARCHITECT FOR APPROVAL.

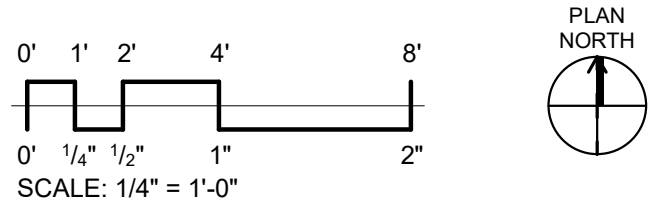
- # PLAN KEYNOTES:**
- 1 SUMP PUMP- CONNECTED FROM FOUNDATION DRAIN TILE. PLUMBING CONTRACTOR TO PROVIDE FINAL LOCATION

Project Status	
04/08/2021	FOR CONSTRUCTION
01 06/04/2021	CB 01

PROJ. #:	20001-01
© SKETCHWORKS ARCHITECTURE 2020	

BASEMENT
LEVEL FLOOR
PLAN

A101



FOR CONSTRUCTION

- A. MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION IMPROVEMENTS TO BE DESIGN BUILD, UNLESS NOTED OTHERWISE. DESIGNED AS REQUIRED BY CURRENT BUILDING CODES. MEP DESIGN BUILD CONTRACTOR(S) RESPONSIBLE FOR ENSURING CODE COMPLIANT CONSTRUCTION OF NEW SYSTEMS IN TENANT SPACES.
- B. PROVIDE SOUND INSULATION IN ALL DEMISING WALLS AND INTERIOR WALLS, UNLESS NOTED OTHERWISE.
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- F. PROVIDE ADA APPROVED THRESHOLDS AT ALL NEW FLOOR TRANSITIONS AND DOORWAYS.
- G. EXTERIOR DIMENSIONS ARE FROM GRIDLINE TO GRIDLINE, OR TO EDGE OF FOUNDATION WALL, UNLESS NOTED OTHERWISE. PLEASE CONTACT ARCHITECT WITH ANY DISCREPANCIES.
- H. INTERIOR DIMENSIONS FOR NEW CONSTRUCTION ARE TO FACE OF FRAME OR COLUMN CENTERLINE UNLESS NOTED OTHERWISE.
- I. ALL DOORS WITH A CLOSE PROXIMITY OF A PERPENDICULAR WALL SHALL HAVE A TYPICAL DIMENSION OF 8" FROM FACE OF FRAME TO DOOR OPENING UNLESS NOTED OTHERWISE.
- J. VERIFY ALL EXISTING CONDITIONS AND ADJUST WALL DIMENSIONS ACCORDINGLY. CONTACT ARCHITECT WITH ANY DISCREPANCIES.
- K. CONTRACTOR SHALL NOTIFY ARCHITECT, ENGINEER AND OWNER IMMEDIATELY UPON DISCOVERING ANY UNANTICIPATED STRUCTURAL CONDITIONS OR DISCREPANCIES WITH PROPOSED MODIFICATIONS.
- L. FIRE EXTINGUISHER CABINETS SHALL BE RATED TO MEET THE ASSOCIATED WALL FIRE RATING.
- M. GENERAL CONTRACTOR TO SECURE CONSTRUCTION AREA DURING CONSTRUCTION WORK. SEAL ALL DOORS AS REQUIRED. CONSTRUCT AND MAINTAIN A FLOOR TO CEILING DUST BARRIER, TO PROVIDE SEPARATION FOR DUST, DEBRIS AND SOUND.
- N. GENERAL CONTRACTOR TO COORDINATE CONSTRUCTION SCHEDULE TO MINIMIZE IMPACT ON EXISTING BUILDING OPERATIONS AND PLANNED EVENTS. CONSTRUCTION SPACE MUST BE CLEAN AND AVAILABLE FOR USE PERIODICALLY PER OWNER REQUEST. VERIFY SCHEDULED EVENTS WITH OWNER PRIOR TO CONSTRUCTION START AND ARRANGE CONSTRUCTION SCHEDULE TO MEET OWNER'S NEEDS. SHUT DOWN SYSTEMS AND UTILITY SHUT DOWNS WITH OWNER PRIOR TO COMMENCEMENT OF WORK.

- 1 SALVAGED METAL DOOR ON SLIDING INDUSTRIAL "BARN DOOR" HARDWARE; ADJUST HARDWARE TO ALLOW FOR CLEARANCE FROM GWB WALL; PROVIDE FLOOR GLIDE TO PREVENT RUBBING AGAINST BASE TRIM
- 2 VERIFY MOUNTING HEIGHT, SIZING, ELECTRICAL, AND BLOCKING REQUIREMENTS OF MONITOR WITH OWNER.
- 3 HUFOR 600-SERIES OPERABLE PARTITION, 54 STC, 4 PANEL, BI-PARTING. SEE INTERIOR ELEVATION
- 4 PROVIDE KNOX BOX FOR FIRE DEPARTMENT. GC TO COORDINATE FINAL LOCATION WITH MCFARLAND FD
- 6 CAT 5 CABLE CONNECTIONS IN DAN CHIN SPACE. COORDINATE DATA LOCATIONS WITH OWNER

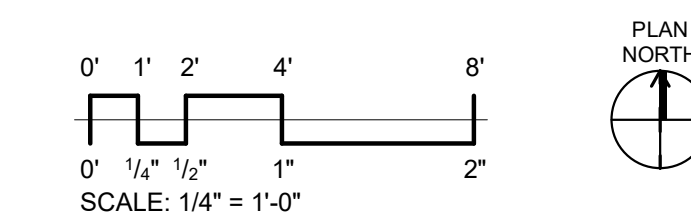
- 2 IN LIEU OF HUFCOR DOOR AND ASSOCIATED STEEL STRUCTURE (SEE STRUCTURAL PLANS), PROVIDE WALL TYPE W4A
- 3 IN LIEU OF PRECAST FLOOR SYSTEM FOR 1ST FLOOR, PROVIDE WOOD TRUSS FLOOR SYSTEM WITH GYPCRETE AND LVT FINISH INSTEAD OF POLISHED CONCRETE. MATCH FLOOR SYSTEM FOR SECOND FLOOR. DETAIL D2/A502

[illegible]

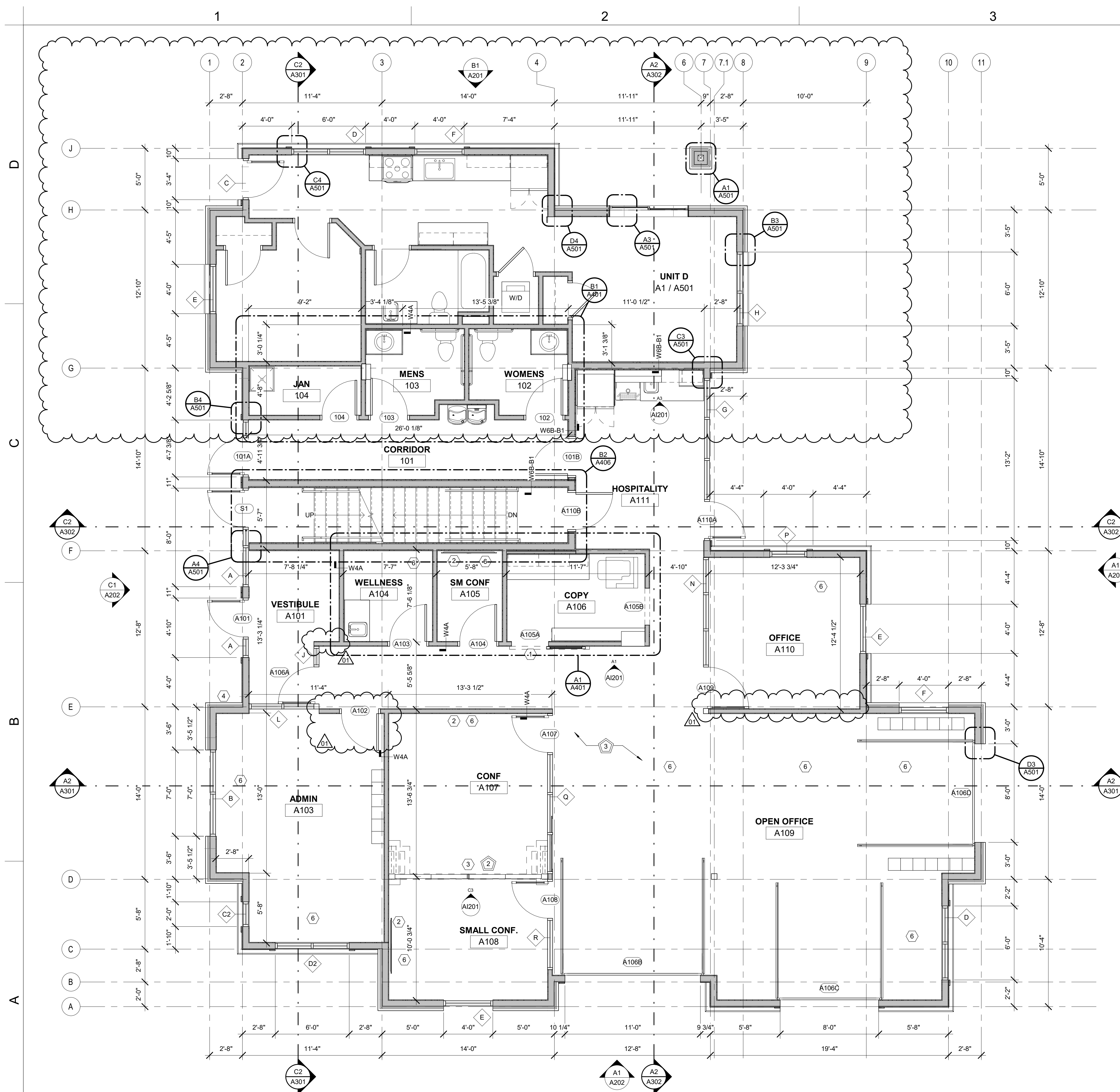
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FIRST FLOOR PLAN

A102



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A1 FIRST FLOOR PLAN
1/4" = 1'-0"

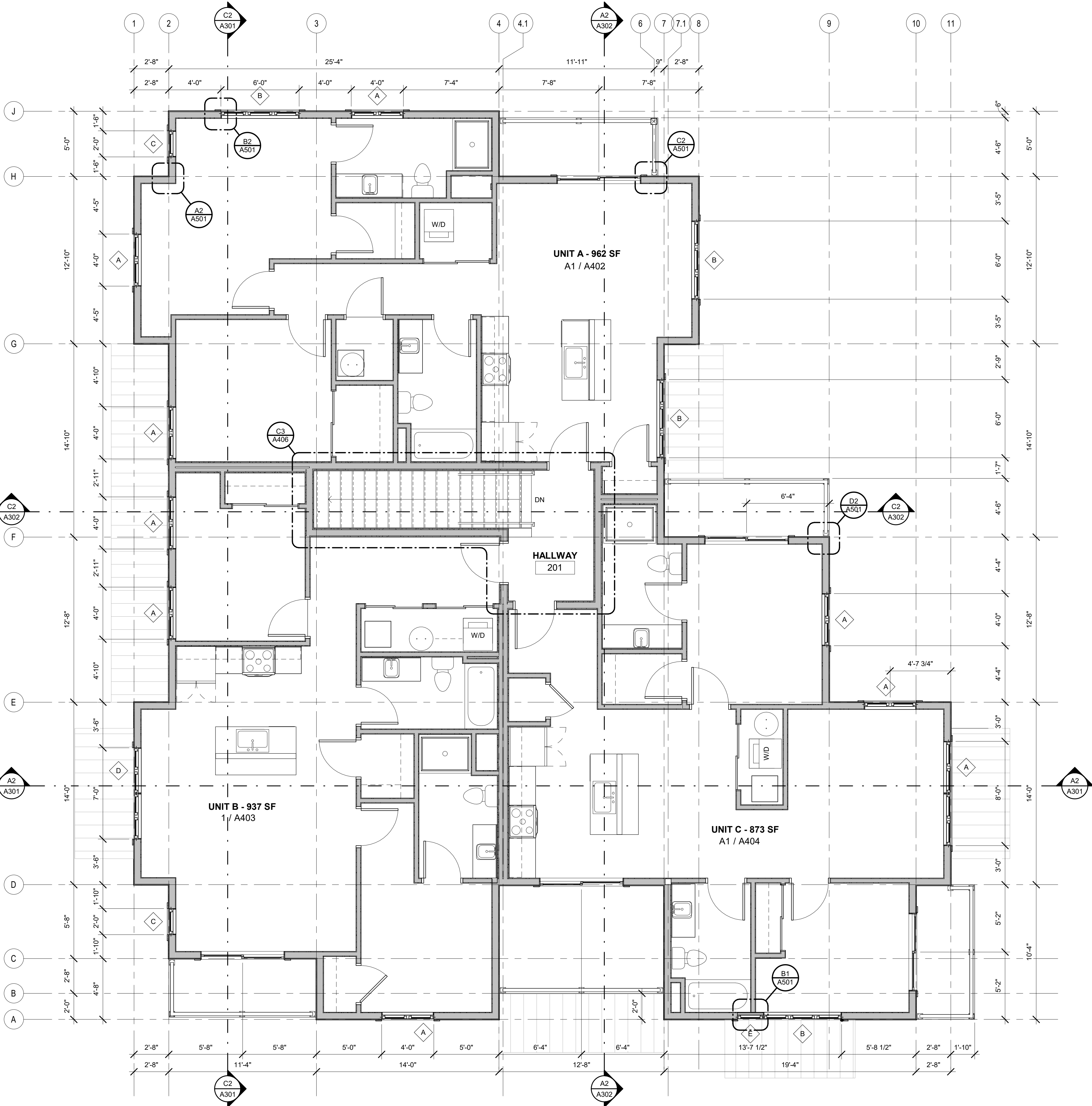
FOR CONSTRUCTION

D

C

B

A



A1 SECOND FLOOR PLAN
1/4" = 1'-0"

GENERAL PLAN NOTES:

- A. MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION IMPROVEMENTS TO BE DESIGN BUILD, UNLESS NOTED OTHERWISE. DESIGNED AS REQUIRED BY CURRENT BUILDING CODES. MEP DESIGN BUILD CONTRACTOR(S) RESPONSIBLE FOR ENSURING CODE COMPLIANT CONSTRUCTION OF NEW SYSTEMS IN TENANT SPACES.
- B. PROVIDE SOUND INSULATION IN ALL DEMISING WALLS AND INTERIOR WALLS, UNLESS NOTED OTHERWISE.
- C. PROVIDE MOISTURE RESISTANT GWB AT ALL PLUMBING WALLS.
- D. PROVIDE ACCESSIBLE TOILET ROOM FIXTURES AND ACCESSORIES PER MOUNTING HEIGHTS INDICATED ON SHEET A002.
- E. PROVIDE 2x BLOCKING AT ALL GRAB BAR LOCATIONS PER ANSI A117.1 2009
- F. PROVIDE ADA APPROVED THRESHOLDS AT ALL NEW FLOOR TRANSITIONS AND DOORWAYS.
- G. EXTERIOR DIMENSIONS ARE FROM GRIDLINE TO GRIDLINE, OR TO EDGE OF FOUNDATION WALL UNLESS NOTED OTHERWISE. PLEASE CONTACT ARCHITECT WITH ANY DISCREPANCIES.
- H. INTERIOR DIMENSIONS FOR NEW CONSTRUCTION ARE TO FACE OF FRAME OR COLUMN CENTERLINE UNLESS NOTED OTHERWISE.
- I. ALL DOORS WITH A CLOSE PROXIMITY OF A PERPENDICULAR WALL SHALL HAVE A TYPICAL DIMENSION OF 6" FROM FACE OF FRAME TO DOOR OPENING UNLESS NOTED OTHERWISE.
- J. VERIFY ALL EXISTING CONDITIONS AND ADJUST WALL DIMENSIONS ACCORDINGLY. CONTACT ARCHITECT WITH ANY DISCREPANCIES.
- K. CONTRACTOR SHALL NOTIFY ARCHITECT, ENGINEER AND OWNER IMMEDIATELY UPON DISCOVERING ANY UNANTICIPATED STRUCTURAL CONDITIONS OR DISCREPANCIES WITH PROPOSED MODIFICATIONS.
- L. FIRE EXTINGUISHER CABINETS SHALL BE RATED TO MEET THE ASSOCIATED WALL FIRE RATING.
- M. GENERAL CONTRACTOR TO SECURE CONSTRUCTION AREA DURING CONSTRUCTION WORK. SEAL ALL DOORS AS REQUIRED. CONSTRUCT AND MAINTAIN A FLOOR TO CEILING DUST BARRIER, TO PROVIDE SEPARATION FOR DUST, DEBRIS AND SOUND.
- N. GENERAL CONTRACTOR TO COORDINATE CONSTRUCTION SCHEDULE TO MINIMIZE IMPACT ON EXISTING BUILDING OPERATIONS AND PLANNED EVENTS. CONSTRUCTION SPACE MUST BE CLEAN AND AVAILABLE FOR USE PERIODICALLY PER OWNERS REQUEST. VERIFY SCHEDULED EVENTS WITH OWNER PRIOR TO CONSTRUCTION START AND ARRANGE CONSTRUCTION SCHEDULE TO MEET OWNER'S NEEDS. COORDINATE SYSTEMS AND UTILITY SHUT DOWNS WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
- O. SUBMIT ALL FINISHES TO THE ARCHITECT FOR APPROVAL.

DAN CHIN HOMES MIXED USE

NEW BUILDING
5411 BASHFORD STREET
MCFARLAND, WI

Project Status

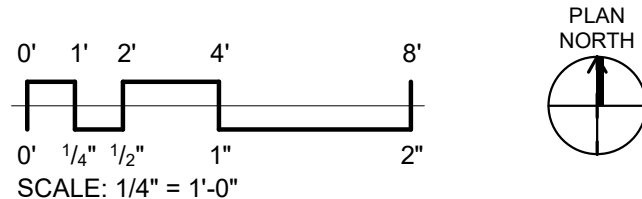
04/08/2021 FOR CONSTRUCTION

PROJ. #: 20001-01

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**SECOND
FLOOR PLAN**

A103



FOR CONSTRUCTION



EXTERIOR MATERIAL SCHEDULE					
#	DESCRIPTION	MANUFACTURER	TYPE/STYLE	COLOR	COMMENTS
1	THIN STONE VENEER	DUTCH QUALITY STONE	ELKWOOD WEATHER LEDGE	MIX (LT GREY, MED. GREY, BROWN)	-
2	STONE SILL	DUTCH QUALITY STONE	WATERTABLE	GREY	-
3	BOARD AND BATTEN VERTICAL SIDING	LP SMARTSIDE	DIAMOND KOTE FINISH	WHITE	-
4	TRIM BOARD	LP SMARTSIDE	DIAMOND KOTE FINISH	LIGHT GREY	-
5	FASCIA BOARD	LP SMARTSIDE	DIAMOND KOTE FINISH	WHITE	-
6	ROOFING	-	ARCHITECTURAL SHINGLES	GREY	-
7	WOOD FRAMED CANOPY	-	-	STAIN WOOD TO MATCH LP TRIM, CANYON	SEE STRUCTURAL
8	BALCONY TRIM	LP SMARTSIDE	DUO PREMIUM	CANYON	DIAMOND KOTE FINISH
9	METAL RAILING	ULTRALOX	CONTINUOUS SQUARE PICKET WITH OPEN MID RAIL	BLACK	42" HIGH GUARDRAIL, BASE MOUNT
10	HORIZONTAL SIDING	LP SMARTSIDE	LAP SIDING-DIAMOND KOTE FINISH	GREY	-
11	CANOPY ROOF	-	STANDING SEAM ROOF	CHARCOAL	FINAL SELECTION BY ARCHITECT
12	ALUMINUM STOREFRONT	-	CENTER GLAZED	BLACK	-
13	VINYL WINDOW	ANDERSEN WINDOWS	100 SERIES	BLACK	-
14	VINYL SLIDING PATIO DOOR	ANDERSEN WINDOWS	100 SERIES	BLACK	-
15	ALUMINUM OVERHEAD DOOR	-	-	BLACK	FULL GLASS OVERHEAD DOOR
16	COMPOSITE DECKING	TREX	1" SQUARE EDGE BOARD	SADDLE	-
17	SPANDREL GLAZING	-	-	-	SEE DETAIL B1 / A501



B1 NORTH ELEVATION
1/4" = 1'-0"



A1 EAST ELEVATION
1/4" = 1'-0"

DAN CHIN HOMES MIXED USE

NEW BUILDING
5411 BASHFORD STREET
MCFARLAND, WI

Project Status

[illegible]

PROJ. #:	20001-01
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ARCHITECTURE 2020

EXTERIOR ELEVATIONS

A201

FOR CONSTRUCTION



C1 WEST ELEVATION
1/4" = 1'-0"

EXTERIOR MATERIAL SCHEDULE					
#	DESCRIPTION	MANUFACTURER	TYPE/STYLE	COLOR	COMMENTS
1	THIN STONE VENEER	DUTCH QUALITY STONE	ELKWOOD WEATHER LEDGE	MIX (LT GREY, MED. GREY, BROWN)	-
2	STONE SILL	DUTCH QUALITY STONE	WATERTABLE	GREY	-
3	BOARD AND BATTEN VERTICAL SIDING	LP SMARTSIDE	DIAMOND KOTE FINISH	WHITE	-
4	TRIM BOARD	LP SMARTSIDE	DIAMOND KOTE FINISH	LIGHT GREY	-
5	FASCIA BOARD	LP SMARTSIDE	DIAMOND KOTE FINISH	WHITE	-
6	ROOFING	-	ARCHITECTURAL SHINGLES	GREY	-
7	WOOD FRAMED CANOPY	-		STAIN WOOD TO MATCH LP TRIM, CANYON	SEE STRUCTURAL
8	BALCONY TRIM	LP SMARTSIDE	DUO PREMIUM	CANYON	DIAMOND KOTE FINISH
9	METAL RAILING	ULTRALOX	CONTINUOUS, SQUARE PICKET WITH OPEN MID RAIL	BLACK	42" HIGH GUARDRAIL, BASE MOUNT
10	HORIZONTAL SIDING	LP SMARTSIDE	LAP SIDING-DIAMOND KOTE FINISH	GREY	-
11	CANOPY ROOF	-	STANDING SEAM ROOF	CHARCOAL	FINAL SELECTION BY ARCHITECT
12	ALUMINUM STOREFRONT	-	CENTER GLAZED	BLACK	-
13	VINYL WINDOW	ANDERSEN WINDOWS	100 SERIES	BLACK	-
14	VINYL SLIDING PATIO DOOR	ANDERSEN WINDOWS	100 SERIES	BLACK	-
15	ALUMINUM OVERHEAD DOOR	-	-	BLACK	FULL GLASS OVERHEAD DOOR
16	COMPOSITE DECKING	TREX	1" SQUARE EDGE BOARD	SADDLE	-
17	SPANDREL GLAZING	-	-	-	SEE DETAIL B1 / A501



A1 SOUTH ELEVATION
1/4" = 1'-0"

DAN CHIN HOMES MIXED USE

NEW BUILDING

**5411 BASHFORD STREET
MCFARLAND, WI**

Project Status

04/08/2021	FOR CONSTRUCTION
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PROJ. #:	20001-01
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EXTERIOR ELEVATIONS

A202

FOR CONSTRUCTION

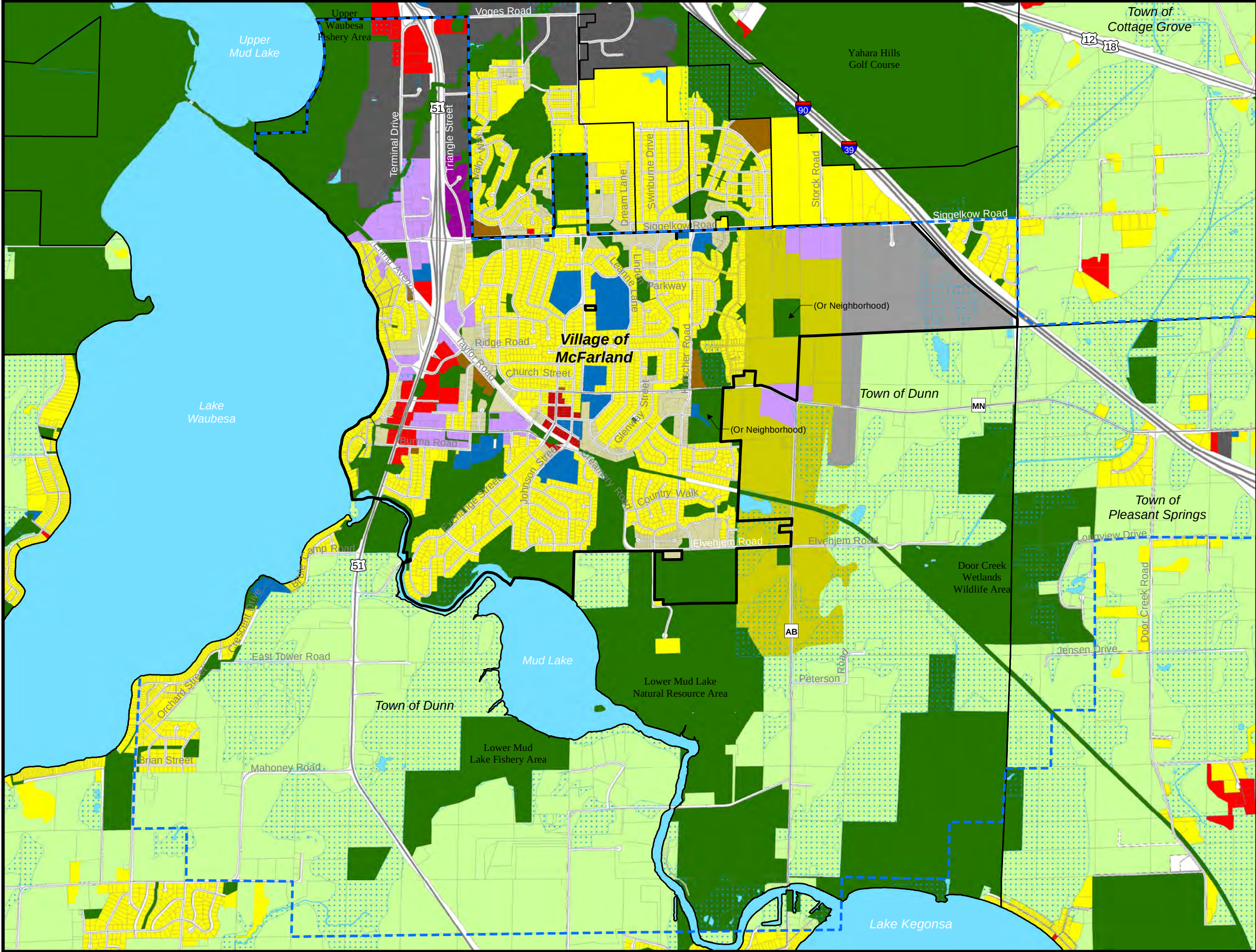


06/08/2021

DAN CHIN HOMES MIXED USE RENDERINGS



7780 Elmwood Ave., Suite 208 • Middleton, WI 53562 • 608.836.7570



MAP 6

FUTURE LAND USE



COMPREHENSIVE PLAN

Legend

Future Land Use

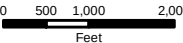
- Single Family Residential
- Two Family and Townhouse Residential
- Multiple Family Residential
- Neighborhood
- Downtown
- Highway and General Commercial
- Commercial Park
- Industrial
- Mixed Use/Flex Commercial
- Institutional and Governmental
- Public Lands, Recreation, and Environmental Corridor
- DNR Wetlands and Potential Wetland Indicators over Undeveloped Lands
- Agricultural Preservation
- Urban Reserve
- Water
- Rights-of-Way

--- Village of McFarland Extraterritorial Jurisdiction Boundary

▣ Village of McFarland Limits (8/18)

▣ Other Municipal Limits (2018)

Shapes on this map represent the Village's vision for future land use within the Village and its extraterritorial jurisdiction. For such lands, this map is not intended to represent existing land use or zoning, or to compel property owners to change the use of their land. For example, owners of agricultural or other rural land may maintain their current land use. Actual boundaries between different future use categories and implementing zoning districts may vary somewhat from representations on this map. This map also identifies the City's Marsh Road Neighborhood Plan west of the Interstate and north of Siggekow Road, and existing land use elsewhere beyond the Village's extraterritorial jurisdiction.



Date: May 2019

Data Sources: Village of McFarland, Dane County LIO, WDNR, and CARPC



Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
Neighborhood	A carefully planned mix of mostly single-family residential development, with well-designed, limited components of two family and townhouse residential, multiple family residential, institutional, and recreational land uses. All served by public sanitary sewer and water systems.	R-1 Residence District R-2 Single- and Two-Family Residence R-3 General Residence R-E Elderly Residence PD, PD-I Planned Development (Village may also wish to establish a “neighborhood” zoning district)	1. Unless the developer is following the Village’s East Side Neighborhood Growth Area Plan, require preparation of detailed neighborhood plans in advance of development applications in planned Neighborhood areas. Neighborhood development plans specify the arrangement of different land uses, environmentally sensitive areas, roadways, parks and trails, and other major infrastructure investments. 2. Accommodate a mixture of housing types, costs, and densities, while maintaining the predominance of single-family housing in the community. The Village policy is that at least 65% of new housing units in the planned Neighborhood area as a whole should be single family residences. 3. Promote neighborhoods that instill a sense of community with their design – including gathering places, parks, open spaces, pedestrian and bicycle access, schools, and churches. 4. Refer also to policies applicable to Single Family Residential, Two Family and Townhouse Residential, Multiple Family Residential, and other future land use categories that comprise each Neighborhood area.
Downtown	Mapped within the historic Downtown area of the Village, generally aligning with the Village’s TID #4 boundary. Land uses and activities here are designed to create vibrant places and community gathering spots. Desirable land uses include commercial services, retail, restaurants, lodging, office, multiple family residential (mainly in upper stories), and institutional, including on sites and/or buildings that mix uses.	C-C Central Commercial PD-I Planned Development-Infill R-3 General Residence (limited use)	1. Follow the recommendations of more detailed plans for the Downtown area, such as the TID #4 Project Plan, the Downtown Strategic Market Analysis and Opportunities Assessment, the Downtown Plan (1999), and the Village Center Master Plan. Per the recommendations of the Economic Development chapter, the Village may update and possibly consolidate such plans. 2. Preserve the architectural and historic character of the Downtown with the application of such detailed plans, design standards there and in the zoning ordinance, and incentives where practical. 3. Arrange 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. 4. Retain and expand governmental facilities in the Downtown area to reinforce public commitment and enhance activity, perhaps including a new family-oriented recreational facility and/or municipal campus expansion.
Highway and General Commercial	A range of retail, commercial service, office, restaurant, lodging, health care, outdoor sales, and institutional uses, with limited outdoor display and storage. Mapped mainly along Highway 51. All uses served by public sanitary sewer and water services.	C-H Highway Commercial C-G General Commercial PD, PD-I Planned Development	1. Rezone sites designated for Highway and General Commercial use on Map 6 only after public sanitary sewer and water service is available, the land is within Village limits, and a specific development proposal is offered. 2. Require larger-scale commercial developments to address traffic, environmental, and neighborhood impacts, including neighborhood-sensitive recommendations in areas adjacent to existing single family uses using the standards in Figure 4-2 and the zoning code.

Sec. 62-66. - PD-I Planned Development Infill District.

- (a) *Intent.* The PD-I District is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood. Mixed use may be allowed to the extent that no land use conflicts will result. It is a basic public expectation that landowners requesting the use of the PD-I District will develop design, building architecture, landscape design and construction materials. The extent of variation or exception that will be recommended by the Village Plan Commission with final approval by the Village Board in accordance with the standards specified in Subsection (d)(1) of this Section will be dependent on how well the above stated expectations are expressed in the proposed development plan.
- (b) *Application procedures.* The procedures and requirements for applying for a PD-I zoning change are the same as those for the basic PD rezoning request. The procedures call for a two-step submittal with approval of a General Implementation Plan (GIP) and the subsequent submittal of a Detailed Implementation Plan (DIP). The application procedure is stated in Section 62-67.
- (c) *PD-I zoning lot.* The minimum zoning lot, for purpose of a PD-I submittal, shall include all abutting or adjacent parcels owned or otherwise controlled by the applicant for the PD-I zoning. The zoning lot may include more than one parcel and more than one owner. For purposes of applying the criteria and standards for PD-I zoning, the total area of the zoning lot shall be considered as one parcel regardless of the number of parcel Subdivisions that may exist.
- (d) *Standards and criteria for approval of a PD-I.* In addition to the general requirements for approval listed in Section 62-67, the following standards and criteria shall be used by the Village Plan Commission and Village Board when acting on a rezoning application in PD-I:

(1) Maximum impervious surface ratio:

a. Five-tenths residential.



b. Seven-tenths nonresidential and mixed use.



(2) Maximum floor area ratio: 0.70.



(3) Minimum required usable open space per dwelling unit: 100 SF/DU.

(e) *Additional standards.*



(1) Screening and requirements for buffer yards shall be included as part of plan reviews. Such screening shall shield neighboring properties from any adverse external effects of the proposed developments. Screening and buffer yards shall also be used to shield the proposed development from the negative impacts of adjacent uses, such as streets, industrial uses, etc. Special emphasis shall be placed on screening the intrusion of automobile headlights on neighboring properties from parking areas and driveways.



(2) Pedestrian circulation should be carefully planned so as to prevent pedestrian use of vehicular ways and parking spaces. In all cases, pedestrian access shall be provided to public walkways.



(3) The usable open space required for residential development projects and mixed use residential projects shall be designed for use of each individual dwelling unit or shall be located and designed to be of utility to every dwelling unit proposed. This required usable open space shall be designed to maximum privacy and usability to the residence.



(4) Special emphasis shall be placed on trash collection points. Trash containers shall be screened and so designed so as to be conveniently accessible to their users and collectors.

Confirm materials of Trash Enclosure



(5) Within the PD-I District, mixed land uses may be proposed. However, they must be found to be compatible

based on the site and building design proposed. Compatibility will also be judged on the basis of how well the proposed project fits within the context of the neighborhood and abutting properties. The basic intent of this Chapter and Village Comprehensive Plan must be adhered to.

- ✓ (6) Snow removal areas and procedures must be described in the plans.
 - ✓ (7) All site lighting shall be controlled so as not to extend a direct light source onto abutting properties. Cutoff type luminaries shall be used and all lighting sheds shall be indicated in the plans.
 - ✓ (8) The physical attributes of the site shall be respected with particular concern for preservation of natural features, tree growth and open space.
- (f) *Exceptions to standards.* Exceptions to these standards may be recommended by the Village Plan Commission, subject to final approval given by the Village Board.

(Code 1998, § 13-1-45; Ord. No. 2003-03, § 1(13-1-45), 3-24-2003)

Sec. 62-67. - PD Planned Development District.

(a) *General requirements.*

- ✓ (1) *Use regulations.* The uses allowable in this district are the uses approved as part of the general or detailed plan for particular sites that are placed in the Planned Development District.
- ✓ (2) *Density and dimensional regulations.* This Section sets no prescribed density or dimensional regulations in the Planned Development District.
- ✓ (3) *Off-street parking and loading.* There shall be no prescribed requirements for off-street parking and loading in the Planned Development District. However, in the review and approval of any general or detailed plan in a Planned Development District, due consideration shall be given to Subdivision IV of this Division of regulations and requirements for off-street parking and loading facilities for uses similar to those proposed in such plan.
- (4) *Standards.* The following standards shall apply in the review of all general or detailed plans proposed for the Planned Development District:
 - ✓ a. The uses proposed in the planned development shall be in general conformance with the Village Comprehensive 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.
 - ✓ 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.
 - ✓ 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.
 - ✓ 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.
 - f. The following provisions shall apply:

- ✓ 1. In a planned development for residential use, adequate open space and recreational areas shall be provided at appropriate locations, and all public and common open spaces shall be designed and located to provide convenient access to residents.
 - ✓ 2. 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.
 - ✓ g. The planned development will not adversely affect the ability of public agencies to provide school or other municipal services.
 - ✓ 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 of 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.
 - ✓ 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.
 - ✓ j. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation 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.
- (5) *Minimum area.* A Planned Development District shall not be less than three acres of contiguous land under the same ownership. This Subsection shall not be interpreted to prohibit the post-development sale of all or part of an approved PD subject to the provision of this Section and all applicable statutes and Subdivision regulations.
- (6) *Subdivision review.* The applicable Subdivision review under Chapter 56 shall be carried out as an integral part of the review of a Planned Development District. The plan required must be submitted in a form that substantially satisfies requirements of the Subdivision regulations for the Preliminary and Final Plat approvals. Subdivision application may be submitted for the whole, a part, or parts of the overall planned development as indicated by phases in the detailed plan for staged development.
- (b) *Procedure for establishment of Planned Development Districts.* The provisions set forth in Division 4 of this Article shall apply for the establishment of any Planned Development District, provided the amendatory ordinance shall be considered only in conjunction with a general or detailed plan.
- (c) *Preapplication procedures.* Applicants are encouraged to seek preapplication, conceptual review of proposed plans by the Plan Commission. The Plan Commission is under no obligation to give a response to such submittals at the same meeting as they are presented. The Plan Commission is entitled to seek outside assistance and sources of critique. No responses by the Plan Commission or by individual Plan Commissioners shall bind the Plan Commission or the Village unless the response is on behalf of the Plan Commission, is in writing and is expressed as a binding response.
- (d) *Approval of general or detailed plan and adoption of zoning ordinance amendment.* In the event that the Village Board approves a general (or detailed) plan and adopts a zoning amendment creating a Planned Development

District in connection with such general (or detailed) plan, the requirements of the plan shall constitute the zoning regulations for the district and the zoning district maps shall be amended to show all lands included in such general (or detailed) plan as within the Planned Development District. In the approval of any general (or detailed) plan, the Village Board may stipulate any conditions or restrictions in the establishment, maintenance and operation of any uses proposed in such plan and may also require any guarantees, including the filing of a contract together with a surety, satisfactory in form to the Village Attorney and satisfactory in amount to the Village Engineer, with the Village to ensure that improvements will be installed and completed as proposed in the plan.

- (e) *Recording of approved general or detailed plans and zoning ordinance amendments.* Whenever the Village Board designates land as being within a Planned Development District, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved general (or detailed) plan, together with a certified copy of the related zoning ordinance amendment and any other action taken thereon by the Village Board. The cost for preparing a facsimile copy of the general (or detailed) plan in recordable form and the recording fee shall be paid by the owners of the lands included in the general (or detailed) plan.
- (f) *Changes or modifications to general or detailed plans and zoning ordinance amendments.* Any approved general or detailed plan, together with the related zoning ordinance amendment, may be amended in whole or in part pursuant to the same procedure and subject to the same limitations by which general or detailed plans were approved and the zoning ordinance amended. However, minor modifications may be made by any general or detailed plan upon approval of the Village Plan Commission provided that such modifications shall be in general conformity with the approved general or detailed plan and shall not substantially change the concept of such approved plan. All approved minor modifications shall become a part of the approved general or detailed plan and shall be recorded as provided in Subsection (e) of this Section. The Plan Commission shall decide whether a proposed amendment is minor or major, with appeals made to the Village Board.
- (g) *Construction of building and establishment of uses.* No zoning or building permit shall be issued until the detailed plan and the related zoning ordinance amendment have been recorded as required above. Within one year of the date of recording of any detailed plan and the zoning ordinance, construction thereon must begin; and construction must be substantially completed throughout the project within three years of such date of recording, unless extensions are granted by the Village Board. If initial construction has not begun within one year of the date of recording or within the prescribed time period granted as an extension by the Village Board, the approval of the detailed plan and the related zoning ordinance amendment shall become null and void, and the zoning shall revert to the classification that applied prior to the approval of the PDD zoning. No occupancy of dwelling units shall occur until all public works that have been scheduled to be completed before occupancy are completed to the satisfaction of the Village.
- (h) *Procedure for establishment of the Planned Development District—General plan for staged development.*
 - (1) *Submittal of general plan.* The general plan shall contain any information and representations deemed necessary by the Plan Commission and shall consist of a statement entitled "Planned Development District—General Plan, Statement of Owner's Intent and Description of Development," which shall include, without limitation, the following:
 - a. A legal description describing all of the tract of land included in the proposed development.
 - b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.
 - c. A statement describing the proposed development, including the character, method and operation of the development and a development schedule or timetable for construction.

- d. A statement as to the following data or graphic information referenced to a map or plan of the proposed development:
 1. The location and size of the site including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets, including all public utilities and public easements.
 2. The use and approximate location and bulk of buildings and structures, including number of stories and dimensions of buildings.
 3. The approximate location of vehicular and pedestrian facilities, such as streets, sidewalks and off-street parking areas, including approximate number of parking spaces.
 4. The approximate location of areas for public or common open spaces and for other public or semipublic uses.
 5. A tabulation of land areas for the different types of uses in relation to the total area.
 6. A tabulation of the gross floor areas of buildings by types of uses.
 7. A tabulation of the number of types of dwelling units.
- (2) *Review of general plan.* The Plan Commission shall review the general plan and determine whether it complies with the standards set forth in Subsection (h)(1) of this Section. Following the review of the general plan, the Plan Commission shall forward the petition to the Village Board, together with a recommendation that the general plan be either approved as submitted, or approved with modifications or disapproved.
- (3) *Approval of general plan.*
 - a. In the event that the Village Board approves the general plan and adopts the related zoning ordinance amendment, the zoning district maps shall be amended to include all of the lands within the general plan as within the Planned Development District (general plan approved). However, no building construction shall be permitted in any portion of the approved general plan until a detailed plan prepared in accordance with the requirements hereunder has been approved by the Village as provided below.
 - b. In the event the Village Board fails to approve the general plan and ordinance, the Village Board shall communicate its objections back to the Plan Commission for reconsideration and further discussions.
- (i) *Procedure for establishment of the Planned Development District—Detailed plan for staged development.*
 - (1) *Submittal of plan.* Within one year after the recording of the general plan and the copy of the related zoning ordinance amendment, a detailed plan for at least one stage of the general plan shall be filed with the Village Clerk-Treasurer, unless an extension is granted by such Village Board. The detailed plan shall contain any information and representation deemed necessary by the Plan Commission and shall consist of a statement entitled, "Planned Development District—Detailed Plan, Statement of Owner's Intent and Description of Development," which shall include without limitations, the following:
 - a. A legal description describing all of the tract of land included in the proposed development, referenced to a locational map indicating the relationship of the tract to the total general plan.
 - b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.
 - c. A statement describing the proposed development, including the character, method and operation of the development, and a development schedule or timetable for construction. Where the formation of organizations such as a homeowners' association is proposed, such statement shall include any agreements, bylaws or covenants which govern the organizational structure, use, maintenance and protection of the development and any of its common services, common open spaces or other common facilities.

- d. A statement as to the following date or graphic information referenced to a map of the proposed development:
1. The location and size of the site, including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets.
 2. The use and location of all buildings or structures, including the architectural character and design of each building, the number of stories and dimensions of each building, and the dimensioned yards between buildings or structures and lot lines.
 3. The location of vehicular and pedestrian facilities, including dimensioned streets, walkways, access driveways, off-street parking spaces and loading berths, and refuse receptacle areas.
 4. The location and size of areas for public or common open spaces and for other public and semi-public uses.
 5. A grading plan, including any storm sewer system, a landscaping plan, and an erosion control plan.
 6. A sanitary sewer and water distribution system plan.
 7. A tabulation of land areas for the different uses in relation to the total tract area.
 8. A tabulation indicating the number of buildings and the use and the total gross floor area for each building.
 9. A tabulation indicating the number and types of dwelling units in each building.

(2) *Review of the detailed plan.*

- a. The Plan Commission shall review the detailed plan as a conditional use review and shall determine whether the plan complies with the standards set forth in Subsection (h)(1) of this Section and is in general conformance with the approved general plan. Following Plan Commission approval of a detailed plan, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved detailed plan and a certified copy of the Plan Commission action approving the same. The costs for copies and recording shall be paid by the owners of land within the plan areas.
- b. The action of the Plan Commission on the proposed detailed plan shall be appealable to the Village Board. The Village Board shall consult with the Plan Commission before making its appeal decision, but in no case shall a detailed plan be approved that is out of conformity with a general plan approved.

(3) *Approval of detailed plan.* Once the detailed plan is approved, the zoning district maps shall be amended to include all of the lands within the detailed plan as Planned Development District—detailed plan approved.

- (j) *Planned Development District—Single-stage procedure.* Upon request by applicants and subject to Village Board concurrence, the general and detailed stages of plan review and approval can be combined. Under this option, the plan is submitted in detailed form and is processed as is a general plan.

(Code 1998, § 13-1-46; Ord. No. 2003-03, § 1(13-1-46), 3-24-2003; Ord. No. 2017-13, § 29, 7-24-2017)

TID #4 – DESIGN GUIDELINES

APPROVED BY RESOLUTION 06-2008
September 22, 2008

SITE DESIGN

- ✓ ➤ Connect building entries to sidewalks and crosswalks.
- ✓ ➤ Provide bicycling parking.
- ✓ ➤ Locate service area, mechanical equipment and refuse containers to the rear of the building and screen them. Mechanical equipment may be located on top of the building if adequate screening is provided.
- ✓ ➤ Setback new building 0-10 feet from the front lot line. Large buildings may require a greater setback to provide an appropriate transition for adjacent buildings. widens to 13 feet at intersection but this is acceptable to increase vision triangle at intersection
- ✓ ➤ Locate parking behind or to the side of the main building or underground with overhead doors facing the side or rear yard.
- ✓ ➤ Orient primary building facades parallel to the primary and abutting street with entrances to store fronts oriented to that street.
- NA ➤ Coordinate vehicular and pedestrian circulation with adjacent lots to promote shared parking and to minimize creation of excess paved areas.
- ✓ ➤ Developers are encouraged to refer to the Dane County Erosion Control and Stormwater Management Manual – Appendix I, 2nd Edition, January 2007, when designing stormwater plans.

BUILDING DESIGN

- ✓ ➤ Vertically mix use with commercial/retail/office on ground floor and residential above.
- ✓ ➤ Commercial buildings should be 2 – 3 stories in height. If a one story building is allowed, design exterior walls to appear at least one and one-half stories in height.
- ✓ ➤ Vary building facades by using different but complementary colors, material arrangements, wall setbacks, (staggered facades) roof lines, and/or window design. Architectural design should be compatible to surrounding structures.
- ✓ ➤ For larger buildings use various techniques to reduce apparent scale and monotony and to maintain the traditional theme of the downtown by proper use of window patterns, courtyards, parapets, articulated entranceways, wall setbacks, roof overhangs, awnings, moldings and fixtures. The front facade of wider buildings should be divided into separate bays consistent with prevailing storefronts.

- **NA** For multiple building projects design each building to create a visual relationship among all buildings.
- Provide overhangs for pedestrian shelter.
- Emphasize high quality wall materials such as brick, glass, or wood. Do not allow concrete block and vinyl siding on facades facing primary streets. Metal siding is prohibited see Section 13-1-224 (2) h.5. of the Municipal Code.
- Maintain the high proportion of transparency from ground-level display windows and doors found among existing buildings. The proportions of door and window openings should be consistent with existing pattern in the area to reinforce a strong horizontal relationship along the block.

LIGHTING

- Locate pedestrian scale lighting in front of buildings, not to exceed 12 feet in height and parking lot lighting to not exceed 25 feet in height (including concrete base). Lights shall not point or glare into 2nd story of residential units.
- Utilize light fixtures with 90° downcast cutoff fixtures (without drop lenses) to minimize lighting impacts on nearby residential properties.
- Average illumination levels in parking lots should not exceed 5 foot candles, and at the property lines shall not exceed .5 foot candles.
- Light fixtures shall have a complementary architectural style replicating the traditional architectural style of the area.
- Provide appropriately scaled lighting along pedestrian pathways along the side and rear of the buildings.
- Encourage energy efficient lighting whenever possible. Mercury vapor lights are prohibited.

PARKING

- Allow on-street parking for commercial businesses.
- Site parking should be to the rear on non-street side. Side parking may be allowed if buffered.
- Promote shared parking lots among uses with parking demands at different times of the day.
- Locate parking lots to the inside of all setbacks (to eliminate encroachments), except for approved shared parking areas.

- ✔ ➤ Provide landscape islands, each with a minimum size of 200 square feet and at the minimum rate of one island for every 12 parking spaces. The number of islands may be reduced for approved shared parking spaces.
- NA ➤ Encourage pedestrian walkways through parking lots to buildings.
- ✔ ➤ All parking area shall be paved with an approved hard surface such as asphalt, concrete, or pervious pavement.

SIGNAGE

- ✔ ➤ On-building signage shall be on the first floor areas of the building. non-illuminated
recommended for rear facade
- ✔ ➤ On-building signs may be awning, projecting, wall-mounted, or window-type signs. Signs shall be shaped to reflect the use of the building, scaled with relation to the size and traditional architectural style of the building as well as the pedestrian orientation of the downtown area.
- TBD ➤ Monument signs shall be constructed of durable materials which are the same as those materials on the main building. TBD at the time of sign permit submittal. Utilization of the same stone veneer for the building
recommended for the base of the monument sign.
- ✔ ➤ The following types of signs will not be permitted: roof signs; temporary signs(defined in Section 15-1-31(w) of the Municipal Code). displayed for more than 10 consecutive days or 30 total days in a calendar year; inflatable signs or displays; portable signs, such as mobile trailer signs, changeable message or streaming message signs; flashing signs; internally illuminated signs; rippling or sparkling signs; spotlights; and a wide variety of strings of lights, tinsel, pom pons, pinwheels, pennants, banners, streamers, and related attention-getting devices.



McFarland Fire & Rescue Department

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

(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

August 2, 2021

Andrew Bremer, AICP
Community & Economic Development Director
5915 Milwaukee St.
McFarland, WI 53558

RE: 5411 Bashford Street (Dan Chin Homes) Development Review

Dear Andrew,

I have reviewed the July 27, 2021 submitted development plans by Dan Chin Homes at 5411 Bashford Street in the Village of McFarland.

At this time, the proposal does not show any indication there would be any conflicts with the International Fire Code-2015 (IFC), Appendix D.

However, this review is based on compliance with the International Building Code (IBC) - 2015 Edition, section 420, all buildings within the proposed development having fire sprinkler and fire alarm protection.

The following will also be required for conditional approval:

1. All new commercial or multi-residential properties will require a Knox Box to be installed.
2. McFarland Fire & Rescue is a Delegated Agency of the Department of Safety and Professional Services (DSPS). Therefore, all fire protection systems plans (fire alarm and sprinkler) shall be submitted for approval to the McFarland Fire & Rescue along with a completed application and corresponding fees.
3. A Fire Prevention Inspection will take place upon building construction completion and building occupancy permit issued

McFarland Fire & Rescue would request electronic floor plans of the building if available.

Proudly Serving the Communities of McFarland, Town of Dunn & Town of Pleasant Springs

The McFarland Fire & Rescue would like to offer to have a meeting with the project engineers and project developer to address any issues in regards to the fire protection systems and fire hydrant requirements. The goal would be to attempt to achieve an agreement that addresses the concerns of the fire department yet allowing the developer to meet their project objectives.

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

Sincerely,

A handwritten signature in black ink that reads "Mitchell Sutter". The script is cursive and fluid.

Mitchell Sutter

Fire Inspector/Public Education Specialist

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

VILLAGE OF McFarland

Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police

Aaron P. Chapin | Chief of Police

DATE: August 9, 2021

TO: Andrew Bremer – Community and Economic Development Director

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the updated application materials for development at 5411 Bashford St and have no concerns with the project as outlined.

Respectfully,



Aaron P. Chapin
Chief of Police

August 9, 2021

Mr. Andrew Bremer, AICP
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
P.O. Box 110
McFarland, WI 53558

Subject: 5411 Bashford Street (Dan Chin Homes) Plan Revised Submittal Review

Dear Andrew:

We have received the proposed plans included in the July 6, 2021 Revised Plan Submittal for proposed mixed use development at the west corner of Basford Street and Johnson Street. The submittal had been revised to incorporate a 1st floor apartment. It has been reviewed from a public works perspective.

Our only comment is that the cross walk on Johnson Street does not match up with the curb ramp/curb cuts at the south east quadrant. This can easily be adjusted in the field, and would not require a plan change.

Please feel free to contact us with any questions or comments regarding this review.

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.



Brian R. Berquist, P.E.
President

cc: Mr. Jim Hessling, Director of Public Works, Village of McFarland (*5915 Milwaukee Street, P.O. Box 110, McFarland, WI 53558*)

Mr. Matthew Schuenke, Administrator, Village of McFarland (*5915 Milwaukee Street, P.O. Box 110, McFarland, WI 53558*)

BRB:sai

J:\JOB#S\McFarland\MC-184-M6 5411 Bashford St-Dan Chin Homes Office Review\Admin\Review Letter-2.docx

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Resolution 2021-10: A 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.

PREVIOUS ACTION:

April 12th, 2021 Village Board introduction of Resolution 2021-10: Resolution to Discontinue Portion of Johnson Street ROW.

May 17, 2021 Plan Commission unanimous recommendation of Resolution 2021-10

ISSUE SUMMARY:

This agenda item, Resolution 2021-10, and the next two agenda items, Resolution 2021-12 and Resolution 2021-16 are a continuation of completion of various right-of-way vacation, dedication, and public utility easements associated with the proposed mixed-use development at 5411 Bashford Street. Refer to the Staff Report under Ordinance 2021-08 for additional project details. A copy of the Right-of-Way Adjustment Map, illustrating the locations of Resolutions 2021-10, 2021-12, and 2021-16 is attached for reference purposes.

Resolution 2021-10 provides for the discontinuance of a portion of Johnson Street as contemplated in the Planned Unit Development Application under Ordinance 2021-08. The Village Board introduced Resolution 2021-10 at its April 12th, 2021 meeting for recommendation by the Plan Commission and notification of a public hearing by Class 3 notice for the Village Board's March 24th, 2021 meeting. The right-of-way width along Johnson Street will remain conforming to the minimum right-of-way width requirements for local roadways under the Village's Subdivision Code through the associated right-of-way dedication that was approved by the School District of McFarland on May 3rd, 2021 (Resolution 2021-15) for 6009 Johnson Street.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

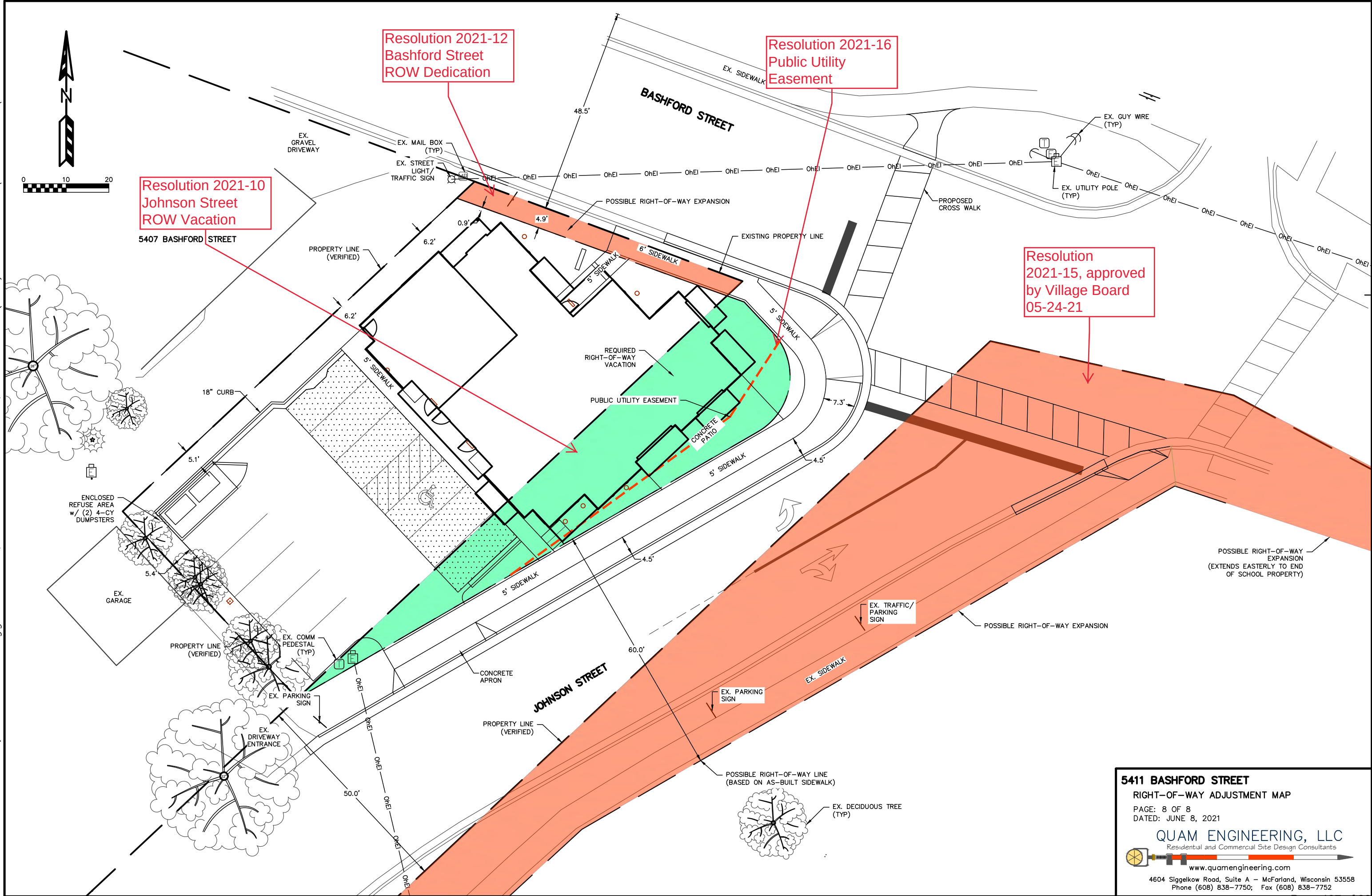
BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve Resolution 2021-10 as presented.



ATTACHMENTS:

1. 5411 Bashford Street_ROW Adjustment Map_06.08.21
2. 2021-10 Resolution to Discontinue Portion of Johnson Street



5411 BASHFORD STREET
RIGHT-OF-WAY ADJUSTMENT MAP
PAGE: 8 OF 8
DATED: JUNE 8, 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

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.

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	
INDIVIDUAL VOTING RECORD	
Brassington	Rupert
Clow	St. Clair
Flaherty	Wreh
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 Northwestern right-of-way line of said Johnson Street;

thence, along said Northwestern right-of-way line and the Southeasterly line of said Block 1, North $46^{\circ}51'16''$ East, 138.03 feet;

thence, leaving said Northwestern right-of-way line and Southeasterly Block line, South $70^{\circ}07'27''$ East, 4.31 feet;

thence South $43^{\circ}08'44''$ 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 $08^{\circ}23'30''$ West, 23.49 feet;

thence Southerly, 26.98 feet along the arc of said curve through a central angle of $103^{\circ}04'27''$ to the point of tangency thereof;

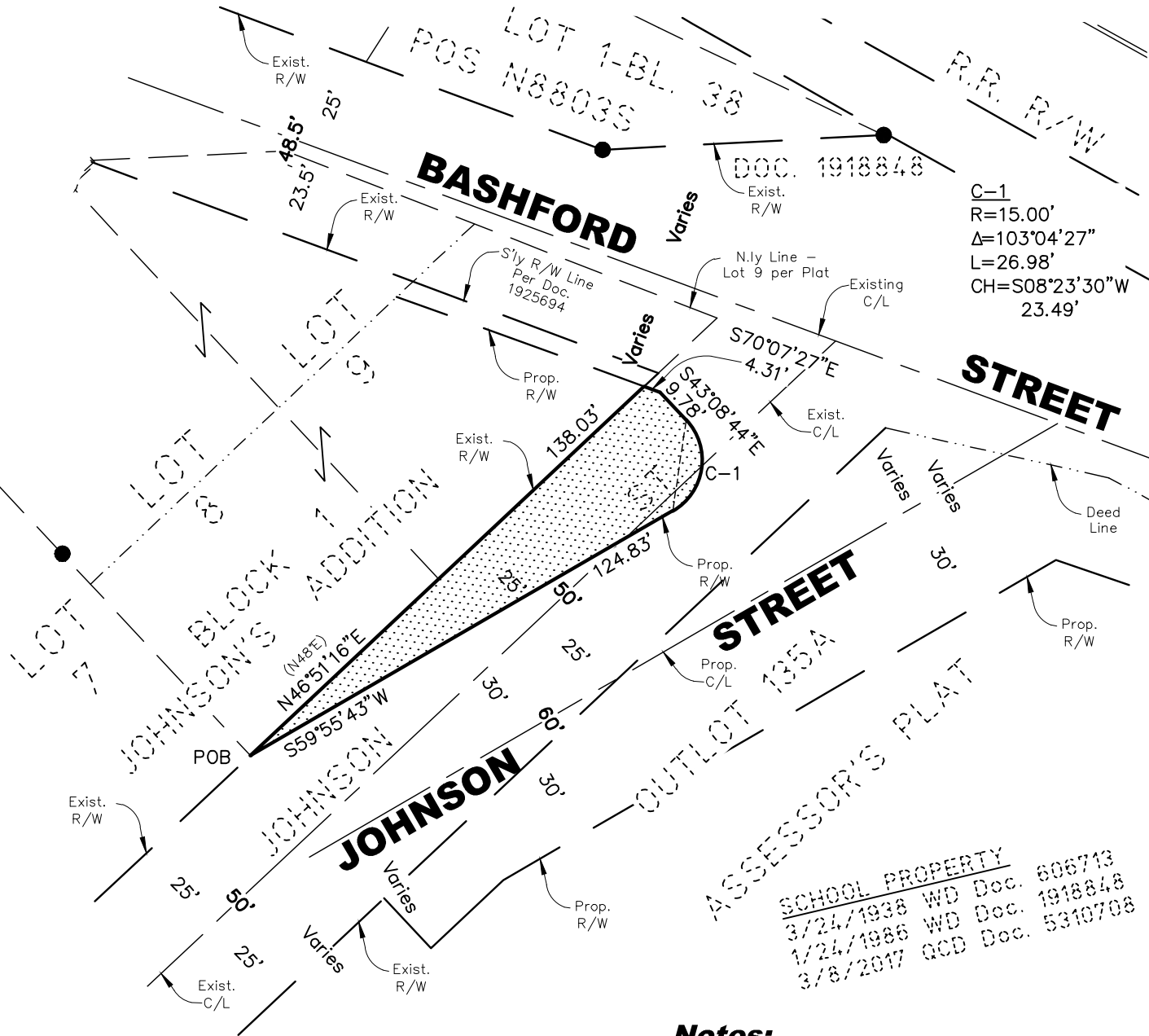
thence South $59^{\circ}55'43''$ West, 124.83 feet to the **POINT OF BEGINNING**.

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

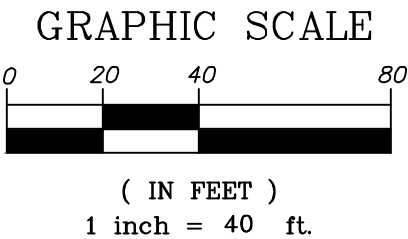
A part of Johnson Street, Assessor's Plat of the Village of McFarland, being located in the NE 1/4 of the SE 1/4, Section 3, T6N., R10E., Village of McFarland, Dane County, Wisconsin



- Notes:**
1. A legal description has been provided on a separate sheet as Exhibit A.
 2. Area of Vacated R/W:
2,191 sq. ft.
0.050 acres ±

LEGEND	
	Fd. 3/4" Iron Rebar
	R/W Line (As Noted)
	Platted Lot Line
	Deed Line
	Street Centerline
	Street to be Vacated

Bearings are referenced to the Northwesternly R/W line of Johnson Street, which bears North 46°51'16" East on the Dane County Coordinate System.



RIGHT-OF-WAY VACATION

PROJECT NO. MC-40-20 SHEET 1 OF 1
April 8, 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

**VILLAGE OF
McFarland**
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Resolution 2021-12: A Resolution to Dedicate Right-of-Way for Highway Purposes Abutting Lots 8 and 9, Block 1, Johnson's Addition to Village of McFarland.

PREVIOUS ACTION:

September 13, 2021, Plan Commission recommendation on Resolution 2021-12

ISSUE SUMMARY:

Resolution 2021-12 would dedicate a small portion of 5411 Bashford Street, along Bashford Street, for public highway purposes (i.e., right-of-way), as contemplated in the PUD Rezoning Application associated with the development project under Ordinance 2021-08. The area to be dedicated has been surveyed to bring the proposed right-of-way along Bashford Street to the back (inside) of the proposed sidewalk shown on the site design plan for 5411 Bashford Street.

This is similar to where the property line has been proposed along Johnson Street and traditionally elsewhere within the Village. Refer to the Staff Report for Ordinance 2021-08 for additional background information on the 5411 Bashford LLC development project.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve Resolution 2021-12 as presented.

ATTACHMENTS:

1. 2021-12 Resolution Dedicating Portion of Bashford St. ROW

RESOLUTION 2021-12

A RESOLUTION DEDICATING LAND ADJACENT TO 5411 BASHFORD STREET FOR PUBLIC HIGHWAY PURPOSES.

WHEREAS, the Village is the owner in fee simple of lands located at 5411 Bashford Street legally described as the southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland; and

WHEREAS, in connection with the sale and proposed private development of the above-described property, the Village desires to expand the width of Bashford Street adjacent thereto by dedicating a portion of said property to the public;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of McFarland, as owner of the affected property, declares that the lands legally described in Exhibit A are hereby dedicated to the public for highway purposes.

BE IT FURTHER RESOLVED, that the Village Clerk-Treasurer shall cause a copy of this Resolution to be recorded in the office of the Register of Deeds for Dane County.

Adopted at a regular meeting of the Village Board this 13th day of September, 2021.

APPROVED:

Carolyn A. Clow, Village President

ATTEST:

Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-12	
MOTION	SECOND
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:	

Legal Description of Public Dedication

A part of Lot 9 of Block 1 of Johnson's Addition, recorded in Volume 1 of Plats on Page 50 as Document No. 223113 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:

COMMENCING at the most Southerly corner of Lot 8 of said Block 1 of Johnson's Addition, lying on the Northwesternly right-of-way line of Johnson Street;

thence, along said Northwesternly 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 Northwesternly 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 Northwesternly, 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 Northwesternly right-of-way line of Johnson Street and Southeasterly line of Block 1;

thence, along said Northwesternly right-of-way and Southeasterly Block line, South 46°51'16" West, 5.00 feet to the POINT OF BEGINNING.

The above-described property contains 321 square feet or 0.0074 acres, more or less, and is subject to all easements and agreements, if any, of record.

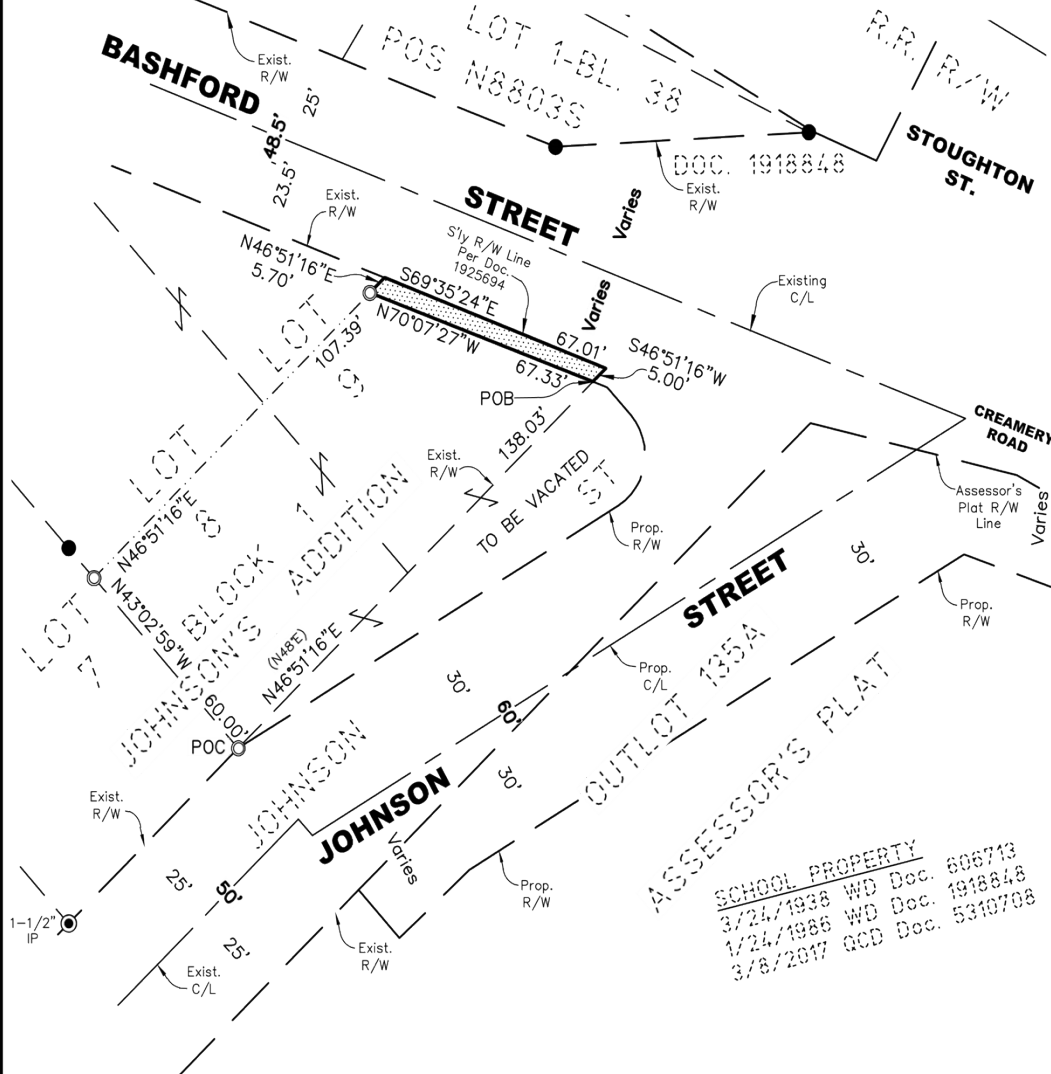
EXHIBIT A

Resolution 2021-12

Exhibit B

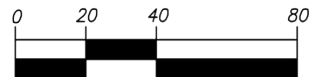
Right-of-Way Dedication

A part of Lot 9, Block 1 of Johnson's Addition being located in the NE 1/4 of the SE 1/4 of Section 3 T6N. R10E. Village of McFarland, Dane County, Wisconsin



Bearings are referenced to the Northwesternly R/W line of Johnson Street, which bears North 46°51'16" East on the Dane County Coordinate System.

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LEGEND

- Found 1" Iron Pipe (Unless Noted)
- Found 3/4" Iron Rebar
- Set 3/4" by 24" Iron Rebar Weighing 1.5 lbs./ft.
- (303.63') Record Data (if different)
- R/W Line (As Noted)
- Platted Lot Line
- Deed Line
- Centerline
- ▨ Street to be Dedicated

Notes:

1. A legal description has been provided on a separate sheet as Exhibit A.
2. Area of Dedicated R/W:
321 sq. ft.
0.0074 acres ±

RIGHT-OF-WAY DEDICATION

PROJECT NO. MC-40-20 SHEET 1 OF 1
April 16, 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

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Resolution 2021-16: A Resolution Approving A Declaration of Easements On Property Located At 5411 Bashford Street.

PREVIOUS ACTION:

September 13, 2021, Plan Commission recommendation on Resolution 2021-16.

ISSUE SUMMARY:

Resolution 2021-16 would create a public utility easement within a portion of the vacated right-of-way created under Resolution 2021-10 for public utility purposes. Refer to the Staff Report for Ordinance 2021-08 for additional background information on the 5411 Bashford LLC development project.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve Resolution 2021-16 as presented.

ATTACHMENTS:

1. 2021-16 Resolution for Declaration of Utility Easement 5411 Bashford Street

RESOLUTION 2021-16

A RESOLUTION APPROVING A DECLARATION OF EASEMENTS ON PROPERTY LOCATED AT 5411 BASHFORD STREET.

WHEREAS, the Village is the owner in fee simple of lands located at 5411 Bashford Street legally described as the southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland; and

WHEREAS, in connection with the sale and proposed private development of the above-described property, the Village is proposing to vacate a portion of Johnson Street adjacent to the property; and

WHEREAS, upon vacation of the public right-of-way as proposed, it will be necessary to install public utility facilities within the area that will become part of the described property; and

WHEREAS, the Village wishes to provide easements for those utility installations as set forth more particularly in Exhibit A attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of McFarland, that the Village Administrator is authorized to execute and cause the recording of a Declaration of Easement in substantially the form attached hereto as Exhibit A.

Adopted at a regular meeting of the Village Board this 13th day of September, 2021.

APPROVED:

Carolyn A. Clow, Village President

ATTEST:

Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-16	
MOTION	SECOND
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:	

DECLARATION OF EASEMENT

The Village of McFarland, a Wisconsin municipal corporation (hereinafter referred to as the "Declarant"), being the owner of the following described real estate (the "Property"), hereby declares and provides that the Property be and hereby is subject to the terms of this Declaration of Easement:

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.

Return to:
Mr. Matt Schuenke
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

Parcel Identification No.:
154/0610-034-0618-1

1. Easement Area. The portion of the Property subject to the Easement (the "Easement Area") is legally described in Exhibit A and depicted in Exhibit B.
2. Grantees of Easement Rights. The grantees ("Grantees") of this Easement include Madison Gas & Electric Company, Wisconsin Power and Light Company, the Village of McFarland, and all other public utilities furnishing heat, light, water, power, sanitary sewer service, telecommunications, data transmission, or similar services within the Village of McFarland.
3. Easement Rights. The Grantees shall have the right within the Easement Area to construct, reconstruct, maintain, repair, replace, operate, supplement, and remove water pipes, sanitary sewer pipes, storm sewer pipes, natural gas pipes, electrical cables and conduits, electronic data and voice lines, or other public utility transmission or distribution facilities including, without limitation, all pumps, wires, cables, conduits, mains, laterals, pipes and other related fixtures, equipment and appurtenances (collectively, the "Utilities"). Notwithstanding anything to the contrary herein, Grantees shall have no right hereunder to install, except on a temporary basis (not to exceed 60 consecutive days) pending completion of emergency repairs, any above-ground electrical power lines, towers, pipes or poles, or other above-ground Utilities other than manholes, junction or switching panels or other above-ground components typically associated with underground Utility installations.
4. Compliance with Law. All Utilities shall be constructed and maintained in accordance with all applicable laws, including, without limitation, procuring all licenses, consents, permits, authorizations and other approvals required from any applicable governmental authority.

5. Restoration. Each Grantee agrees to promptly restore the surface of the Easement Area to substantially the condition it existed in prior to that Grantee's disturbance thereof in exercising rights under this Easement.

6. Ownership of Utilities. All Utilities installed by any Grantee within the Easement Area shall remain the property of the party installing such Utilities and may be removed at any time at the option of such party.

IN WITNESS WHEREOF the undersigned, pursuant to the authority granted by the McFarland Village Board has executed this Declaration on the 14th day of June, 2021.

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Matthew G. Schuenke

Personally came before me this 14th day of June, 2021, the above named Matthew G. Schuenke to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (expires) (is) _____

This instrument drafted by:

Allen D. Reuter
Reuter, Whitish & Evans, S.C.
Madison, Wisconsin

Exhibit A

Legal Description
Public Utility Easement Area

A part of Johnson Street (to be vacated), 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 a non-exclusive Public Utility Easement being more particularly described as follows:

COMMENCING 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 Northwestern right-of-way line of said Johnson Street as platted;

thence, leaving said platted Northwestern right-of-way line along the proposed Northwestern right-of-way line of Johnson Street, North 59°55'43" East, 57.70 feet to the POINT OF BEGINNING of the easement herein described;

thence, leaving said proposed Northwestern right-of-way line of Johnson Street, North 54°12'45" East, 63.48 feet;

thence North 33°17'32" East, 21.42 feet to its intersection with said proposed Northwestern right-of-way line of Johnson Street, being the beginning of a non-tangent curve, being concave Westerly, having a radius of 15.00 feet and a chord which bears South 13°21'17" West, 21.79 feet;

thence, along said proposed Northwestern right-of-way line of Johnson Street, Southerly, 24.39 feet along the arc of said curve through a central angle of 93°08'52" to the point of tangency thereof;

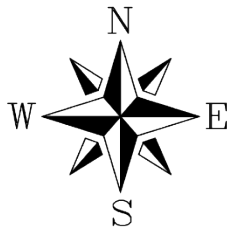
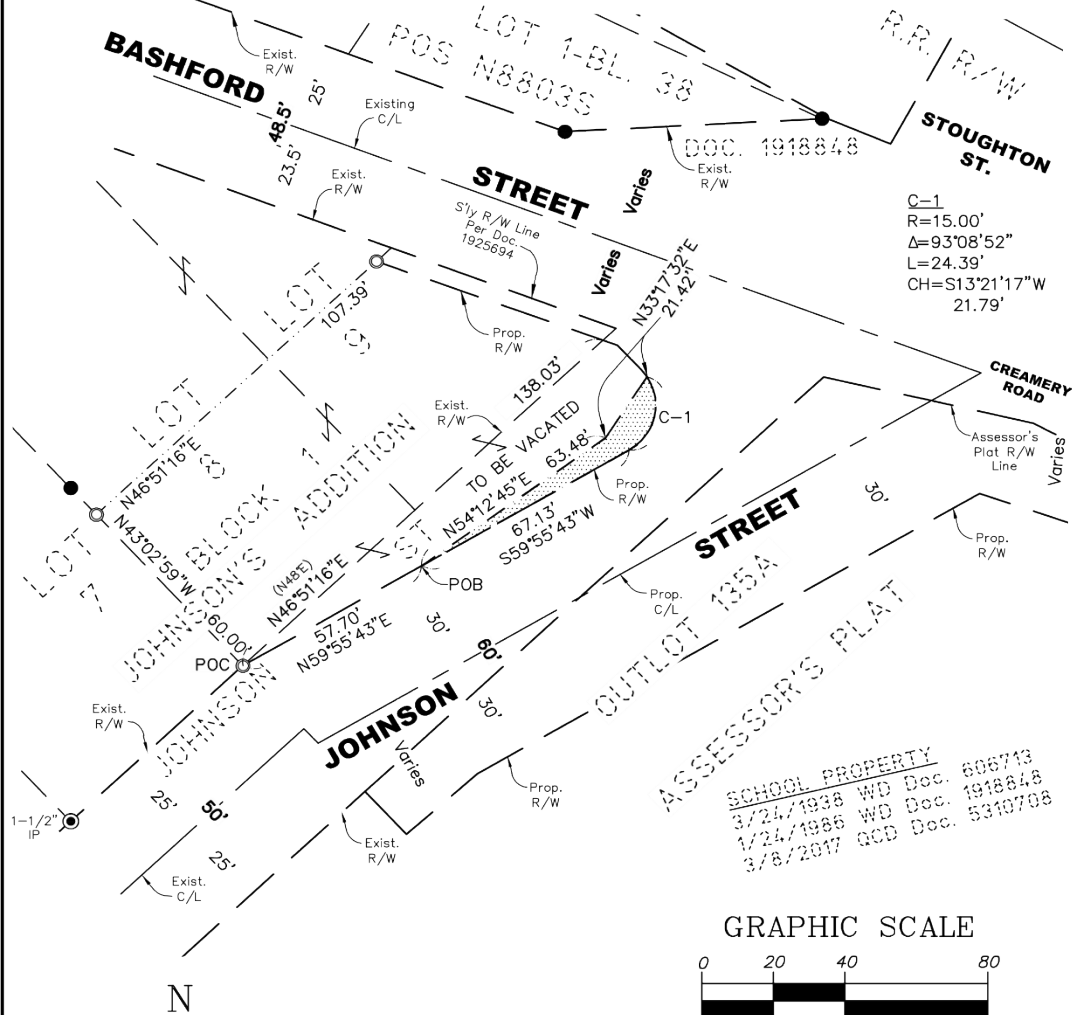
thence, continuing along said proposed Northwestern right-of-way line of Johnson Street, South 59°55'43" West, 67.13 feet to the POINT OF BEGINNING.

The above-described easement contains 361 square feet or 0.0083 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 16, 2021, and by this reference made a part hereof.

Exhibit B

Public Utility Easement

A part of Johnson Street Assessor's Plat of the Village of McFarland and being located in the NE 1/4 of the SE 1/4 Section 36N, R10E, Village of McFarland Dane County, Wisconsin

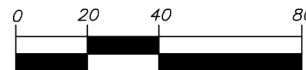


Bearings are referenced to the Northwestern R/W line of Johnson Street, which bears North 46°51'16\"

LEGEND

- Found 1\"
- Found 3/4\"
- Set 3/4\" by 24\" Iron Rebar Weighing 1.5 lbs./ft.
- (303.63') Record Data (if different)
- R/W Line (As Noted)
- Platted Lot Line
- Deed Line
- Centerline
- Public Utility Easement

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

Notes:

1. A legal description has been provided on a separate sheet as Exhibit A.
2. Area of Public Utility Easement:
361 sq. ft. or 0.0083 acres ±
3. The purpose of this easement is to identify that portion of the the part of Johnson Street being vacated that is subject to a non-exclusive public utility easement.

PUBLIC UTILITY EASEMENT

PROJECT NO. MC-40-20 SHEET 1 OF 1
April 16, 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

McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Resolution 2021-14: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 5411 Bashford Street LLC for 5411 Bashford Street.

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.

June 2nd, 2021, CDA meeting to recommend Resolution 2021-14: Resolution Authorizing the Village President and Clerk to Execute a Real Estate Acquisition and Development Agreement with 5411 Bashford Street. Recommendation postponed pending resubmittal of project as a PUD.

August 16, 2021, Plan Commission Public Hearing on Ordinance 2021-08.

September 1, 2021, CDA unanimous recommendation of approval of Resolution 2021-14.

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 CDA and Village Board have previously approved a TIF Incentives Application consisting of



donation of the property valued at \$60,000 plus a tax increment loan at occupancy of \$172,000, for a total TIF incentive of \$232,000. Approval of the TIF Development Incentives Application was conditioned on approval of a Real Estate Acquisition and Development Agreement by the Village Board. A recommendation on Resolution 2021-14 was postponed at the June 2, 2021 CDA meeting due to the Applicant's desire to amend the previously approved development project to revision the smaller ground floor commercial unit into a one-bedroom residential unit in order to meet WI Department of Safety and Professional Services requirements for ADA accessibility. This plan revision necessitated a rezone of the property from Central Commercial District to the Planned Development Infill District. The Plan Commission held a public hearing on this request at their August 16, 2021 meeting and are anticipated to make a recommendation to the Village Board at a special meeting of the Plan Commission held on September 13, 2021 prior to the start of the Village Board meeting. Both the Plan Commission recommendation on the rezoning application and the CDA's recommendation on Resolution 2021-14 will then be considered by the Village Board at their September 13, 2021 meeting.

FINANCIAL/BUDGET IMPACT:

The property is in TID #4 and was acquired by the Village in 2017 for the purpose of blight elimination and redevelopment to a higher and better use. The Village previously invested about \$60K in the purchase and clean-up of the property, including building demolition and removal of an underground tank in 2018. With removal of the tank, the WDNR has given the property a No Action Required (NAR) determination.

The applicant has estimated a total construction project budget of \$2,030,000, up from the previous estimate of \$1,503,740 due to increases in construction pricing. The applicant estimates a property assessment value of at least \$1,110,000 upon project completion, effective January 1, 2023. A building of this value would generate an estimated \$21,590 in annual tax increment beginning in year 2024, with a total estimated tax increment collection of \$237,487 prior to closure of TID #4, assuming no changes in the property valuation or tax rate.

In addition to general building permit fees, the applicant will be required to pay applicable impact fees, including:

- Park Improvement Impact Fee: \$3,961.52
- Park Land Impact Fee: \$11,021.04
- Library Impact Fee: \$1,724.00

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. Typical Implementing Zoning Districts includes the PD-I Planned Development Infill District. 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.

Over the past couple of years, the CDA has discussed various potential future uses of the property including for a single family home, duplex, commercial or mixed-uses. The property is also within the Village's Redevelopment District No. 2 Plan adopted in 2010. The plan identified the property, along with the adjacent 5407 Bashford Street parcel, for potential residential redevelopment for four townhouse units. More recent discussions by the CDA have indicated a preference for mixed-use development on the site, consistent with the 2017 Comprehensive Plan and C-C Zoning. Last year the Village Board authorized an offer to purchase 5407 Bashford Street but the Village was unable to come to agreeable terms with the property owner which would have enabled the Village to combine the two properties to create a larger redevelopment site. The Chins also considered the acquisition of 5407 Bashford Street but opted against making an offer after discussions with the owner and revisiting their own desired development plans.

Outdoor Recreation and Open Space Plan

The 2019 Outdoor Recreation and Open Space Plan (OROSP) does not identify any proposed public parks for this property.

ORDINANCE REFERENCE:

Sec. 56-140, Specifications for Preparation, Construction and Dedication of Streets and Roads
Sec. 62-66, PD-I Planned Development Infill District
Sec. 62-67, PD Planned Development District
Sec. 62-311, Site/Design Review
TID #4 Design Guidelines

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve Resolution 2021-14 as presented.

ATTACHMENTS:

1. 2021-14 Resolution Approving 5411 Bashford Development Agreement
2. Bashford Chin Development Agreement Final 9-8-21

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 13th day of September, 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 September 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 4 apartment units and approximately 2,450ft² 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 Northwesternly right-of-way line of Johnson Street; thence, along said Northwesternly 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 Northwesternly 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 September 30, 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 September 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 September 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 expiration 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 September 22, 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 September 22, 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
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COPY TO:	Allen D. Reuter Reuter, Whitish & Evans, S.C. 44 East Mifflin Street, Suite 306 Madison, WI 53073-2895 Email: areuter@rwelaw.net
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IF TO DEVELOPER:	5411 Bashford LLC 5920 Exchange Street McFarland, WI 53558
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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 obligations 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, 2023, 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, 2023 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 Property, 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 Six Hundred Eighteen Thousand Dollars (\$1,618,000). 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 December 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

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



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

VILLAGE OF MCFARLAND TAX INCREMENTAL FINANCING – DEVELOPMENT INCENTIVES APPLICATION

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 Sewer

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 one commercial unit and (1) one-bedroom apartment on the first floor of the development with (3) two-bedroom apartments located on the second floor. The commercial space will be leased to Dan Chin Homes.

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: June 8, 2021

Preliminary Construction Start Date: October 1, 2021

Preliminary Construction Completion Date: May 31, 2022

Date Occupied or Opened: June 1, 2022

Number of principal buildings and estimated square footage: 2450 sf commercial, 3690 sf residential

Estimated equalized assessed valuation after project completion (EAV)

\$ 60,000 Land \$ 1,300,000 Improvements \$ 1,360,000 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: \$ 1,300,000 PA x .0215 Mill Rate = \$ 27,950 Total (B)

Additional increment (B-A) = \$ 26,660

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

(1) One-bedroom and (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

VILLAGE OF MCFARLAND TAX INCREMENTAL FINANCING – DEVELOPMENT INCENTIVES APPLICATION

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.

VILLAGE OF MCFARLAND TAX INCREMENTAL FINANCING – DEVELOPMENT INCENTIVES APPLICATION

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 _____

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		\$1,492,000

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

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	172,000	8.473 %
Equity	180,000	8.867 %
Loans	1,618,000	79.704 %
Grants		%
Other (please specify)	(Land) 60,000	2.965 %
Total Project Costs	2,030,000	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: _____

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* Date 04-05-2021
Meg Chin 04-05-2021

Return To:

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

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	\$2,030,000
Land Donation (Village)	-\$60,000
T.I.F. "Gap Loan"	-\$172,000
Chin Downpayment	-\$180,000
Loan Amount Total:	<u>\$1,618,000</u>

Chin Contributions Percentage Calculation

Chin Downpayment	\$180,000
Total Contributions:	<u>\$180,000</u>

Chin Contributions Percentage = Total Contributions / Total Costs	<u>8.87%</u>
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Village Contributions Percentage Calculation

Land Donation (Village)	\$60,000
T.I.F. "Gap Loan"	\$172,000
Total Contributions:	<u>\$232,000</u>

Village Contributions Percentage = Total Contributions / Total Costs	<u>11.43%</u>
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**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)	\$53,000
Total: \$160,000	

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	

MIXED-USE BUILDING Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land Purchase</u>				
Initial Land Purchase	1	LS	\$60,000.00	\$60,000.00
<u>Permitting Item</u>				
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
<u>Impact Fee</u>				
Park Fee-in-lieu	4	DU	\$2,755.26	\$11,021.04
Park Improvement	4	DU	\$990.38	\$3,961.52
Public Library	4	DU	\$431.00	\$1,724.00
<u>Transaction Fees</u>				
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
<u>Professional Items</u>				
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
<u>Site Items</u>				
Rice Excavating	1	LS	\$82,000.00	\$82,000.00
South Central Construction	1	LS	\$186,520.00	\$186,520.00
Advanced Landscaping	1	LS	\$8,500.00	\$8,500.00
<u>Building Items (Interior, Exterior, and Lighting)</u>				
Riegert Builders Contract	1	LS	\$1,422,998.00	\$1,422,998.00
Subtotal Costs:				\$1,951,595.56
Contingency (Approx. 5% Building and Site):				\$78,404.44
Total:				<u>\$2,030,000.00</u>

SITE COST ESTIMATE

For: 5411 Bashford Street
Mixed Use Redevelopment
McFarland, WI 53558
Proj. No. MC-40-20

Includes: Commercial with (3) Apartments

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	\$2,400.00	\$2,400.00
2	Strip Topsoil	200 CY	\$3.00	\$600.00
3	Sawcut Asphalt Pavement	400 LF	\$2.50	\$1,000.00
4	Remove Existing Pavement	400 SY	\$19.00	\$7,600.00
5	Existing Curb Removal	240 LF	\$6.60	\$1,584.00
6	Existing 8" Sanitary Sewer Removal	175 LF	\$8.00	\$1,400.00
7	8" Sanitary Sewer	178 LF	\$198.00	\$35,244.00
8	4' Sanitary Sewer Manhole W/ Neenah R-1550 Casting	2 EA	\$4,650.00	\$9,300.00
9	6"x10" Tapping Valve	1 EA	\$4,900.00	\$4,900.00
10	6" Water Service	25 LF	\$210.00	\$5,250.00
11	Water Main Trench Excavation, Backfill & Compaction	25 TF	\$24.00	\$600.00
12	Core & Boot Into Existing Storm Inlet	1 EA	\$500.00	\$500.00
13	12" RCP Storm Sewer	142 LF	\$52.00	\$7,384.00
14	3' Dia. Storm Manhole W/ Neenah R-2560-E1 Casting	1 EA	\$2,500.00	\$2,500.00
15	2'x3' Inlet w/ Neenah R-3067Casting	1 EA	\$2,430.00	\$2,430.00
16	4" Perforated PVC Storm Sewer W/ Sock	66 LF	\$14.00	\$924.00
17	Remove existing storm casting and replace with Neenah R-3067-C	2 EA	\$600.00	\$1,200.00
18	4" Aggregate Base	215 SY	\$6.00	\$1,290.00
19	10" Aggregate Base (Beneath Asphalt)	275 SY	\$12.40	\$3,410.00
20	36" Sand Fill (Beneath Permeable Pavement)	120 CY	\$47.00	\$5,640.00
21	24" Clear Stone Base (Beneath Permeable Pavement)	75 CY	\$98.00	\$7,350.00
22	Permeable Pavement	120 SY	\$60.00	\$7,200.00
23	Concrete Sidewalk (5" Thick)	2,000 SF	\$7.70	\$15,400.00
24	Concrete Apron (7" Thick)	260 SF	\$9.00	\$2,340.00
25	18" Concrete Curb And Gutter	60 LF	\$48.50	\$2,910.00
26	30" Concrete Curb And Gutter	240 LF	\$50.00	\$12,000.00
27	1.75" Asphalt Binder Course	275 SY	\$16.00	\$4,400.00
28	1.5" Asphalt Surface Course	275 SY	\$16.00	\$4,400.00
29	Clean, Sweep & Tack Coat	275 SY	\$1.00	\$275.00
30	Asphalt Patch (4" with 18" aggregate base)	400 SY	\$65.00	\$26,000.00
31	Respread Topsoil	200 SY	\$3.00	\$600.00
32	Parking Lot Striping	1 LS	\$500.00	\$500.00
33	Pavement Marking Removal - Street	235 LF	\$4.00	\$940.00
34	4" Wide White Paint Line (Epoxy) - Street - Crosswalk	310 LF	\$10.50	\$3,255.00
35	12" Wide White Paint Line (Epoxy) - Street - Crosswalk	190 LF	\$11.00	\$2,090.00
36	4" Wide Yellow Paint Line (Epoxy) - Street - Centerline	30 LF	\$4.30	\$129.00
37	8" Wide White Paint Line (Epoxy) - Street - Lane Divide	50 LF	\$4.50	\$225.00
38	24" Wide White Stop Line (Epoxy) - Street	75 LF	\$12.00	\$900.00
39	Turn Arrow (Epoxy) - Street	2 EA	\$225.00	\$450.00
40	Strip Topsoil and Haul Away	1 LS	\$7,500.00	\$7,500.00
41	Silt Fence and Maintenance of Silt Fence	1 LS	\$4,600.00	\$4,600.00
42	Construction Tracking Pad	1 LS	\$2,500.00	\$2,500.00
43	Excavate for Building and Haul Away Fill	1 LS	\$32,000.00	\$32,000.00
44	Cut and Grade Site	1 LS	\$10,000.00	\$10,000.00
45	Stone for Backfill and Under Slab	1 LS	\$12,000.00	\$12,000.00
46	Restoration (Seeding, and Matting)	1 LS	\$6,500.00	\$6,500.00
47	Micellaneous	1 LS	\$6,900.00	\$6,900.00
Construction Subtotal				\$268,520.00

PROFORMA

Loan Amount

Total Costs (See Cost Schedule)	\$2,030,000
Land Donation (Village)	-\$60,000
T.I.F. "Gap Loan"	-\$172,000
Chin Downpayments	-\$180,000
Loan Amount	\$1,618,000

Sales/year

3 Apartments	\$57,600	(4 one and two bedroom @ \$1200)
Commercial Space	\$44,100	(2450 square feet @ \$18)
Pet Fees	\$960	(2 pets at \$40/pet/month)
Total	\$102,660	(See rent scalar) 2.00% Rent Scalar
Vacancy	-\$3,080	(Assumes 3% vacancy)
Sales Total	\$99,580.20	

Costs/year

Interest	3.75% of loan amount
Management & Insurance	5.00% of sales amount
Maintenance	6.00% of sales amount
Property Tax	\$21,201 {1.91% 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	\$1,618,000	\$1,611,250	\$1,602,528	\$1,591,729	\$1,578,741	\$1,563,447	\$1,545,726	\$1,525,451	\$1,502,491	\$1,476,707	\$1,447,957	\$1,416,091	\$1,380,952	\$1,342,378
Interest	\$60,675	\$60,422	\$60,095	\$59,690	\$59,203	\$58,629	\$57,965	\$57,204	\$56,343	\$55,377	\$54,298	\$53,103	\$51,786	\$50,339
Sales	-\$99,580	-\$101,572	-\$103,603	-\$105,675	-\$107,789	-\$109,945	-\$112,143	-\$114,386	-\$116,674	-\$119,008	-\$121,388	-\$123,815	-\$126,292	-\$128,818
Management (3% sales) & Insurance (2% of sales)	\$4,979	\$5,103	\$5,231	\$5,362	\$5,496	\$5,633	\$5,774	\$5,918	\$6,066	\$6,218	\$6,374	\$6,533	\$6,696	\$6,864
Maintenance (6% of sales)	\$5,975	\$6,124	\$6,277	\$6,434	\$6,595	\$6,760	\$6,929	\$7,102	\$7,280	\$7,462	\$7,648	\$7,839	\$8,035	\$8,236
Property Tax	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201	\$21,201
Ending Principal	\$1,611,250	\$1,602,528	\$1,591,729	\$1,578,741	\$1,563,447	\$1,545,726	\$1,525,451	\$1,502,491	\$1,476,707	\$1,447,957	\$1,416,091	\$1,380,952	\$1,342,378	\$1,300,201
Principal Reduction	\$6,750	\$8,721	\$10,799	\$12,988	\$15,294	\$17,721	\$20,275	\$22,960	\$25,784	\$28,750	\$31,867	\$35,139	\$38,573	\$42,177
Return on Investment	4%	5%	6%	7%	8%	10%	11%	13%	14%	16%	18%	20%	21%	23%

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.

EXHIBIT 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	
INDIVIDUAL 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 $46^{\circ}51'16''$ East, 138.03 feet;

thence, leaving said Northwesterly right-of-way line and Southeasterly Block line, South $70^{\circ}07'27''$ East, 4.31 feet;

thence South $43^{\circ}08'44''$ 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 $08^{\circ}23'30''$ West, 23.49 feet;

thence Southerly, 26.98 feet along the arc of said curve through a central angle of $103^{\circ}04'27''$ to the point of tangency thereof;

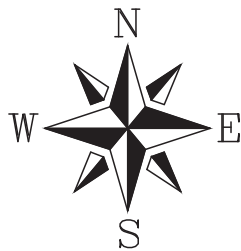
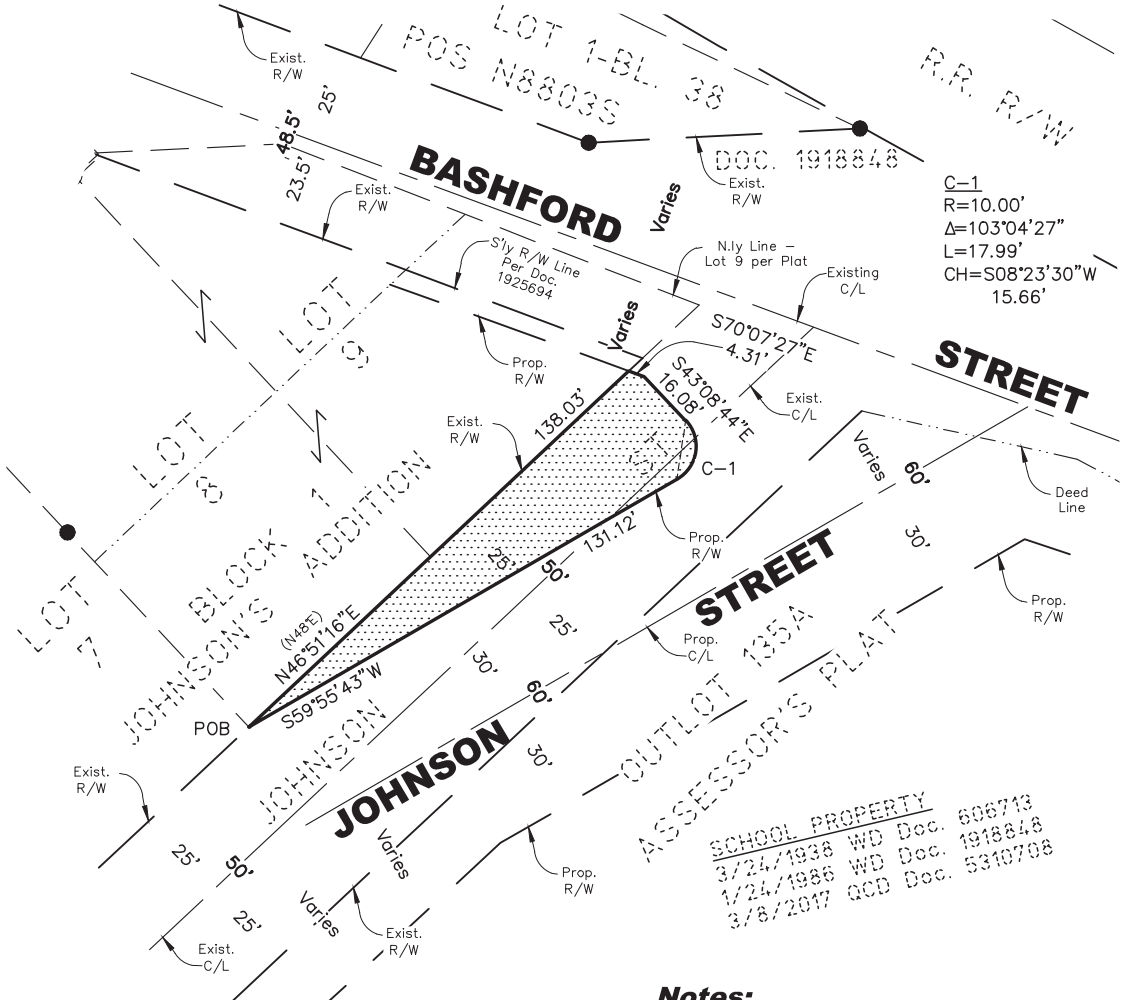
thence South $59^{\circ}55'43''$ West, 124.83 feet to the POINT OF BEGINNING.

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



Bearings are referenced to the Northwestern R/W line of Johnson Street, which bears North 46°51'16" East on the Dane County Coordinate System.

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

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 ±

LEGEND

- Fd. 3/4" Iron Rebar
- R/W Line (As Noted)
- - - Platted Lot Line
- - - Deed Line
- Street to be Vacated
- - - Street Centerline

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 September ____, 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.

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 September, 2021.

GUARANTOR:

GUARANTOR

Daniel Hnatt Chin

Meg Elizabeth Chin

State Bar of Wisconsin Form 16-2003
FIXED RATE NOTE

Document Number

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 \$ 232,000.00 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

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 September, 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.
FIXED RATE NOTE STATE BAR OF WISCONSIN FORM NO. 16-2003

* Type name below signatures.

**ADDENDUM A
TO FIXED RATE NOTE**

Borrower: 5411 Bashford LLC
Lender: Village of McFarland
Date: September _____, 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, 2023 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, 2032 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 September _____, 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 \$ 232,000.00 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 \$1,618,000 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

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.

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:

☒ 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.

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)
* Daniel Hnatt Chin, Member	* Meg Elizabeth Chin, Member
_____ (SEAL)	_____ (SEAL)
* _____	* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

authenticated on _____.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named Daniel Hnatt Chin and Meg Elizabeth
Chin as members of 5411 Bashford LLC
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Allen D. Reuter, Attorney at Law
Madison, Wisconsin

* _____
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.

McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Resolution 2021-19: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 4313 LLC for 4313 Triangle Street.

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.

June 2, 2021 CDA unanimous recommendation on TIF Development Incentives Application consisting of donation of the property valued at \$475,000 and a \$25,000 Tax Increment Loan at Occupancy for rooftop solar.

June 21, 2021 Plan Commission unanimous approval of Site/Design Application.

July 12, 2021 Village Board preliminary approval of a TIF Development Incentives Application consisting of donation of the property valued at \$475,000 and a \$25,000 Tax Increment Loan at Occupancy for rooftop solar.

September 1, 2021, CDA unanimous recommendation to approve Resolution 2021-19.

ISSUE SUMMARY:

Resolution 2021-19 is a resolution authorizing a Real Estate Acquisition and Development Agreement with 4911 LLC (CTW Flooring) for 4313 Triangle Street. The CDA and Village Board have previously approved a TIF Incentives Application consisting of donation of the property valued at \$475,000 plus a tax increment loan at occupancy of \$25,000 for rooftop solar, for a total TIF incentive of \$500,000. Approval of the TIF Development Incentives Application was conditioned on approval of a Real Estate Acquisition and Development Agreement by the Village Board.

FINANCIAL/BUDGET IMPACT:

The property is in TID #3 and was acquired by the Village in 2020 for the purpose of blight elimination and redevelopment to a higher and better use. The Village previously invested about \$475,000 in the purchase of the property. The Village also completed a Phase 1 Environmental Site Assessment of the property, a copy of which will be provided as Exhibit B of the Agreement. The applicant has estimated a total construction project budget of \$3,920,000, up from the previous estimate of \$3,050,000 due to increases in construction pricing. The applicant estimates a property assessment value of at least \$2,350,000 upon project completion, effective January 1, 2023. A building of this value would generate an estimated



\$36,518 in annual tax increment beginning in year 2024, with a total estimated tax increment collection of \$146,074 prior to closure of TID #3, assuming no changes in the property valuation or tax rate.

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:

Motion to approve Resolution 2021-19 as presented.

ATTACHMENTS:

1. 2021-19 Resolution Approving 4313 Triangle Development Agreement
2. 4313 LLC Development Agreement Final 9-9-21 (with Exhibits)

RESOLUTION 2021-19

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT WITH 4313, LLC.

WHEREAS, 4313, LLC has proposed to purchase a parcel of land owned by the Village at 4313 Triangle Street in the Village and within the boundaries of Tax Incremental District No. 3, Village of McFarland (“TID #3”) for the construction and operation of a commercial office and warehouse 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 #3 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 13th day of September, 2021.

APPROVED:

Carolyn A. Clow, Village President

ATTEST:

Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-19	
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 September 2021, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and 4313 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 multi-tenant commercial 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. 3, Village of McFarland ("TID #3"), which was created to encourage redevelopment within the Village.
- E. The Property was identified as appropriate for industrial development in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was also identified as a redevelopment site in the TID #3 Project Plan adopted January 14, 2008 and purchased by the Village for purposes of redevelopment.

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 an industrial project comprised of a new building containing 2 initial commercial/industrial rental spaces and approximately 27,150ft² of total 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.
 5. TID #3. Tax Incremental District No. 3, 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 #3.
 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/Plans |
| Exhibit B | Phase I Environmental Site Assessment |
| Exhibit C | Personal Guaranty |
| Exhibit D | 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:

Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

Excepting therefrom: The Southerly Forty (40) feet of Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

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 Section II.E. of this Agreement (collectively, "Permitted Encumbrances").

D. Closing. The closing of this transaction ("Closing") shall take place on or before September 30, 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. The Village shall pay the Wisconsin Real Estate Transfer Fee, if any, applicable to the conveyance of the Property to Developer at the time of closing.

E. Evidence of Title.

- (1) On or before September 20, 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 September 24, 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 delayed to allow for the Cure Period if necessary. 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 or remove any public highways or utility easements affecting the Property. If such other objectionable items remain at the end of the Cure Period, the Closing date shall be postponed for 7 days to allow for Developer's selection of the following options: (i) Developer may terminate this Agreement by written notice to the Village delivered within three (3) business days after the expiration of the Cure Period or (ii) Developer may waive its objection(s) and 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.

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, or related to, the Property on Developer's behalf 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.* Except as provided in par. (8) below, 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.* Except for the information contained in the Phase I Environmental Site Assessment attached as **Exhibit B** 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.
- (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 represents and warrants to the Village and covenants with the Village that:

- (1) *Authority to Act.* Developer is a limited liability company registered and in good standing with the Wisconsin Department of Financial Institutions and 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 Developer 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:

4313 LLC
4920 Triangle 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 Closing, and continuing until termination of TID #3, 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 person or entity unless such person or entity agrees in a writing enforceable by the Village 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 obligations 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, building materials 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, 2023, as determined under Wis. Stats. §70.32(1), of not less than Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) (the "Required Value"). Time is of the essence with regard to Developer's obligation to achieve the Required Value.
- (2) Payment of Tax Deficiency. If the taxable fair market value of the Property as of January 1, 2023, or on January 1 of any subsequent year during the term of TID #3, 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 principal, Joseph R. Burkeland, Jr. in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Joseph R. Burkeland, Jr. (the "Guarantor") agrees 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 guarantee 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 Property, plus any Deficiency Payments made by Developer or any Guarantor, in the amount of Five Hundred Thousand Dollars (\$500,000) and (ii) the termination of TID #3. 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 and 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.

ARTICLE IV TIF FINANCING

A. The TIF Loan. As an inducement for Developer to undertake redevelopment of the Property as required by this Agreement, and in addition to the reduced purchase price as provided in Section II.B., 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 the amount of up to Twenty-five Thousand Dollars (\$25,000)(the "TIF Loan"). The TIF Loan shall be utilized solely to pay for the installation of roof-top solar energy panels and appurtenant equipment on the Property. 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. The TIF Loan shall be due and payable upon the termination of TID #3 provided, however, that if the Developer is in full compliance with this Agreement at the time of such termination, the TIF Loan shall be forgiven.

B. The Village's obligation to disburse the TIF Loan shall be conditioned upon all of the following:

- (1) Developer shall have installed and placed in operation solar panels to provide energy for the operation of the building to be constructed on the Property in accordance with the Plans and Specifications for the Project.
- (2) Developer shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.
- (3) 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.
- (4) Developer and the Project shall be in full compliance with this Agreement.

C. 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) A fully executed mortgage securing the Developer's obligations under this Agreement in substantially the form attached hereto as **Exhibit D**.

D. 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.

E. Subordination. The Village's rights in the Property arising in connection with the TIF Loan or other obligations in this Agreement 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 Two Million Nine Hundred Seventy Thousand Dollars (\$2,970,000.00). 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 such default or breach is for other than the payment of money, and the cure cannot reasonably be completed 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. The notice and right to cure provisions of this Section do not apply to a default in the Developer's obligation to achieve the Required Value as provided in Section III.B, as to which time is of the essence.

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. Notwithstanding the foregoing, the parties recognize that the ongoing COVID-19 pandemic has been considered in the negotiation of this

Agreement, and said pandemic shall not be deemed a *force majeure*, but future government orders designed to mitigate the effects of said pandemic may be cause for excusable delays if they effectively prohibit performance of this Agreement. Nothing in this paragraphs shall be construed to affect or to extend the due date of payment of any monetary obligation of either party hereunder, including Developer's obligation to make payments under Section III.B.(2).

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 March 31, 2022, Developer shall, upon written request of the Village made prior to the commencement of physical construction on the principal building, 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. For purposes of this Section V.D., construction shall be deemed commenced as of the date the Village issues the building permit required to complete the Project, provided that physical construction on the principal building is commenced within six (6) months thereafter.

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:

4313 LLC

By: _____
Joseph R. Burkeland, Jr., Manager

VILLAGE OF McFARLAND

By: _____
Carolyn A. Clow, Village President

By: _____
Cassandra Suettinger, Clerk/Treasurer

EXHIBIT A
TIF APPLICATION AND BUILDING PLANS

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



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: _____

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 McCauley General Contractor/Bachmann Construction markmac@bachmannconstruction.net (608)575-9822

B. PROPERTY INFORMATION

Parcel(s) Address: 4313 Triangle Street

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

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: July 12, 2021

Preliminary Construction Start Date: March 1, 2022

Preliminary Construction Completion Date: September 30, 2022

Date Occupied or Opened: October 1, 2022

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 \$ 2,300,000 Improvements \$ 2,700,000 Total

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

Pre-improvements: \$ 250,000 PA x 0.01945 Mill Rate = \$ 4862.50 Total (A)

Post-improvements: \$ 2,700,000 PA x 0.01945 Mill Rate = \$ 52,515.00 Total (B)

Additional increment (B-A) = \$ 47,652.50

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.

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.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ \$475,000 Land Donation plus \$25,000 for roof top solar

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

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	See Overall Cost Estimate	

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

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	500000	12.76 %
Equity	450000	11.48 %
Loans	2970000	75.76 %
Grants		%
Other (please specify)		%
Total Project Costs	3920000	100.0 %

Lender for Project if in addition to the Village: **Wells Fargo**

Officer **Christina Smith** Phone **(608)720-8768** Email **christina.smith-wilkie@wellsfargo.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: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

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 4313 LLC Title owner

Signature [Signature] Date 8-25-21

Return To:

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

REDEVELOPMENT

"But For" TIF Eligible Costs Estimate

Description	Total
Attorney Fees (Developer Agreement and TIF Financing)	\$15,000
Existing Building Removal	\$65,000
Existing Monitoring Well Abandonment	\$3,000
Impermeable Fabric in Bioretention Device due to Contaminated Soils	\$4,000
Import Structural Fill with Compaction (4000 cubic yards at \$13 / cubic yard)	\$52,000
Storm Manhole Connection with Pavement Patching	\$6,000
Storm Sewer System (Triangle Street Manhole to Bioretention Devices)	\$74,760
Storm Culvert Extension at South Driveway	\$4,000
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: \$497,760

SITE COST ESTIMATE

For: 4313 Triangle Street Redevelopment
 Redevelopment
 McFarland, WI 53558

Includes: Redevelopment

Proj. No. BC-32-20

Date: August 26, 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	\$2,760.00	\$2,760.00
2	Strip Topsoil	200 CY	\$5.00	\$1,000.00
3	Existing Building Removal	1 LS	\$65,000.00	\$65,000.00
4	Existing Monitoring Well Abandonment	1 EA	\$3,000.00	\$3,000.00
5	Sawcut Asphalt Pavement	160 LF	\$5.00	\$800.00
6	Remove Existing Pavement	70 SY	\$10.00	\$700.00
7	Import Fill (Assume 2' beneath proposed building area)	4,000 CY	\$13.00	\$52,000.00
8	6" Tapping Valve	1 EA	\$3,000.00	\$3,000.00
9	6" Water Service	67 LF	\$120.00	\$8,040.00
10	Core Existing Storm Manhole and Concrete Collar	1 EA	\$3,000.00	\$3,000.00
11	12" HDPE Storm Sewer	112 LF	\$80.00	\$8,960.00
12	15" HDPE Storm Sewer	275 LF	\$100.00	\$27,500.00
13	24" HDPE Storm Sewer	58 LF	\$120.00	\$6,960.00
14	30" RCP Storm Sewer	71 LF	\$140.00	\$9,940.00
15	3' Dia. RCP Standpipe w/ Halla Industries Top Mount Trash Rack or Equal	2 EA	\$3,000.00	\$6,000.00
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	\$40.00	\$3,400.00
18	2x3 Inlet w/ Neenah R-3067 Casting	2 EA	\$4,000.00	\$8,000.00
19	15" CMP Culvert	40 LF	\$100.00	\$4,000.00
20	4" Aggregate Base	500 SY	\$5.00	\$2,500.00
21	10" Aggregate Base (Beneath Asphalt)	3,120 SY	\$12.00	\$37,440.00
22	Concrete Sidewalk (5" Thick)	1,650 SF	\$15.00	\$24,750.00
23	Concrete Refuse Pad	318 SF	\$15.00	\$4,770.00
24	Concrete Pad at Loading Dock	780 SF	\$16.00	\$12,480.00
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				\$460,536.00

4313 TRIANGLE STREET

Overall Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land Purchase</u>				
Initial Land Purchase	1	LS	\$475,000.00	\$475,000.00
<u>Permitting Item</u>				
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
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$50,000.00	\$50,000.00
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
<u>Professional Items</u>				
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
<u>Site Items (See Separate Schedule)</u>			\$460,536.00	\$460,536.00
<u>Building Items</u>				
Builders Contract	1	LS	\$2,600,000.00	\$2,600,000.00
Solar	1	LS	\$107,000.00	
Subtotal Costs:				\$3,767,037.00
Contingency (Approx. 5.0% Building and Site):				\$152,963.00
Total:				<u>\$3,920,000.00</u>

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	\$3,920,000
T.I.F. "Gap Loan"	-\$500,000
Developer Downpayment	-\$450,000
Loan Amount Total:	<u>\$2,970,000</u>

Developer Contributions Percentage Calculation

Developer Downpayment	\$450,000
Total Contributions:	<u>\$450,000</u>

Developer Contributions Percentage = Total Contributions / Total Costs	<u>11.48%</u>
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Village Contributions Percentage Calculation

T.I.F. "Gap Loan"	\$500,000
Total Contributions:	<u>\$500,000</u>

Village Contributions Percentage = Total Contributions / Total Costs	<u>12.76%</u>
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PROFORMA

Loan Amount

Total Costs (See Cost Schedule)	\$3,920,000
T.I.F. "Gap Loan"	-\$500,000
Developer Downpayments	-\$450,000
Loan Amount	\$2,970,000

Sales/year

Commercial Space (CTW)	\$238,950 {26550 square feet @ \$9}	
Total	\$238,950 {See rent scalar}	2.00% Rent Scalar
Vacancy	\$0 {Assumes 0% vacancy}	
Sales Total	\$238,950.00	

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	\$2,970,000	\$2,924,270	\$2,872,529	\$2,814,456	\$2,749,716	\$2,677,958	\$2,598,817	\$2,511,909	\$2,416,835	\$2,313,179	\$2,200,506	\$2,078,360	\$1,946,267	\$1,803,733
Interest	\$118,800	\$116,971	\$114,901	\$112,578	\$109,989	\$107,118	\$103,953	\$100,476	\$96,673	\$92,527	\$88,020	\$83,134	\$77,851	\$72,149
Sales	-\$238,950	-\$243,729	-\$248,604	-\$253,576	-\$258,647	-\$263,820	-\$269,097	-\$274,478	-\$279,968	-\$285,567	-\$291,279	-\$297,104	-\$303,046	-\$309,107
Management (3% sales) & Insurance (2% of sales)	\$11,948	\$12,246	\$12,552	\$12,866	\$13,188	\$13,517	\$13,855	\$14,202	\$14,557	\$14,921	\$15,294	\$15,676	\$16,068	\$16,470
Maintenance (5% of sales)	\$11,948	\$12,246	\$12,552	\$12,866	\$13,188	\$13,517	\$13,855	\$14,202	\$14,557	\$14,921	\$15,294	\$15,676	\$16,068	\$16,470
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	\$2,924,270	\$2,872,529	\$2,814,456	\$2,749,716	\$2,677,958	\$2,598,817	\$2,511,909	\$2,416,835	\$2,313,179	\$2,200,506	\$2,078,360	\$1,946,267	\$1,803,733	\$1,650,239
Principal Reduction	\$45,730	\$51,741	\$58,073	\$64,740	\$71,758	\$79,142	\$86,908	\$95,073	\$103,656	\$112,674	\$122,146	\$132,093	\$142,535	\$153,493
Return on Investment	10%	11%	13%	14%	16%	18%	19%	21%	23%	25%	27%	29%	32%	34%



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,

A handwritten signature in blue ink, reading "Ryan D. Quam".

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



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

Architect:

Strang, Inc.

811 East Washington Avenue, Suite 200

Madison, WI 53703

Contact: Austen Conrad

608-276-9200

Survey, Civil Engineer:

Quam Engineering, LLC

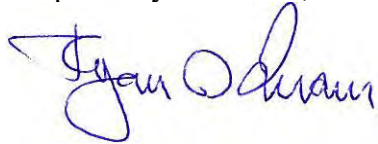
4604 Siggelkow Road, Suite A

McFarland, WI 53558

Contact: Ryan Quam

608-838-7750

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ryan Quam". The signature is stylized with a large, looping initial "R" and a cursive "Quam".

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	joe@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

Village of McFarland Plan Commission 2021 Schedule

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@ctwfflooring.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.

CERTIFIED SURVEY MAP No. 12030

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 07 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.



REVISED: 10-16-06 *FL*



SCALE : ONE INCH = ONE HUNDRED FEET

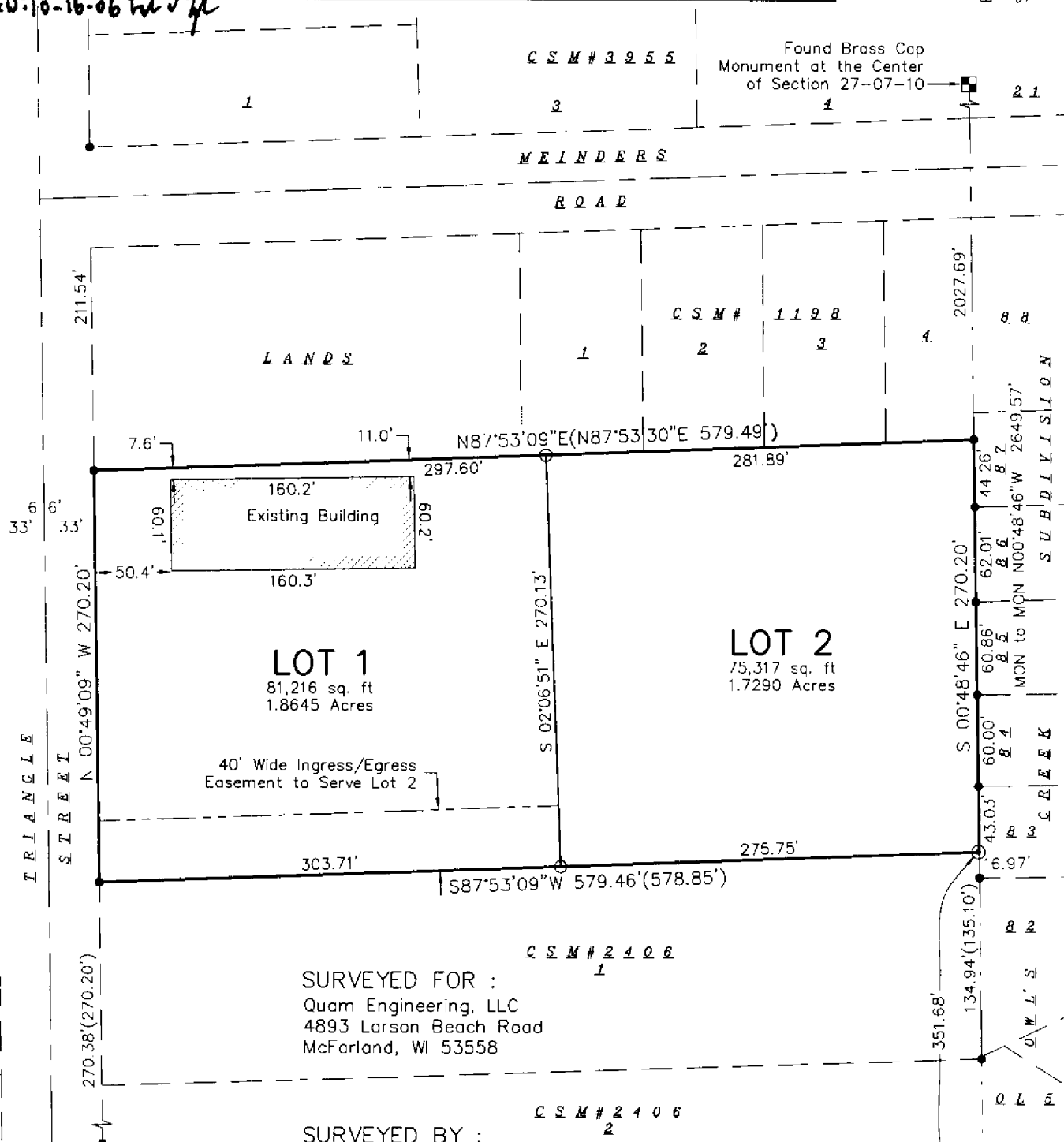
001833

LEGEND

- ⊙ 1-1/2" OUTSIDE DIAMETER IRON PIPE FOUND
- 3/4" SOLID IRON ROD FOUND
- 3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
- () INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE
NEAREST HUNDRETH OF A FOOT

ASSUMED NORTH
BEARINGS ARE BASED UPON THE EAST
LINE OF THE SOUTHWEST QUARTER OF
SECTION 27-07-10 ASSUMED TO BEAR
N 00°48'46" W



SURVEYED FOR :
Quam Engineering, LLC
4893 Larson Beach Road
McFarland, WI 53558

SURVEYED BY :

Burse
surveying & engineering ^{LLC}

1400 E. Washington Ave, Suite 158
Madison, WI 53703 608.250.9263
Fax: 608.250.9266
email: burse@chorus.net
www.bursesurveyengr.com

Found Brass Cap
Monument at the South
Quarter corner of Section
27-07-10

MAP NO. 12030

DOCUMENT NO. 4264874

VOLUME 74 PAGE 98

Date: October 16, 2006

Plot View: Sht1

PROJECTS\BSE988\CSBSE988.DWG

SHEET 1 OF 3



Stock No. 26273

001834

CERTIFIED SURVEY MAP No. 12030

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 07 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Frank J. Lapacek, Registered Land Surveyor No. 2658, hereby certify that I have surveyed, divided, and mapped part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 07 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, more fully described as follows: Commencing at the South Quarter corner of said Section 27; thence North 00 degrees 48 minutes 46 seconds West along the east line of the Southwest Quarter of said Section 27, 351.68 feet to the point of beginning; thence South 87 degrees 53 minutes 09 seconds West, 579.46 feet to a point on the east right-of-way line of Triangle Street; thence North 00 degrees 49 minutes 09 seconds West along said east right-of-way line, 270.20 feet; thence North 87 degrees 53 minutes 09 seconds East, 579.49 feet to the aforementioned east line of the Southwest Quarter of Section 27; thence South 00 degrees 48 minutes 46 seconds East, 270.20 feet to the point of beginning. This description contains 156,533 square feet or 3.5935 acres, under the direction of Brian M. and Jackie L. Murphy, owners of said land. I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the lands surveyed, and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes, and the Land Division Ordinance of the Village of McFarland in surveying, dividing, and mapping the same.

Dated this 7th day of AUGUST, 2006.

Signed: Frank J. Lapacek
Frank J. Lapacek, R.L.S. No. 2658

REVISED: 10-16-06 Frank J. Lapacek

REGISTER OF DEEDS CERTIFICATE

Received for recording on this 21st day of December 2006
at 2:28 o'clock P.m. and recorded in Volume 74 of
Certified Survey Maps, on Pages 98-100.

Jane Light by Martha Potegal
Dane County Register of Deeds dept

VILLAGE OF MCFARLAND APPROVAL

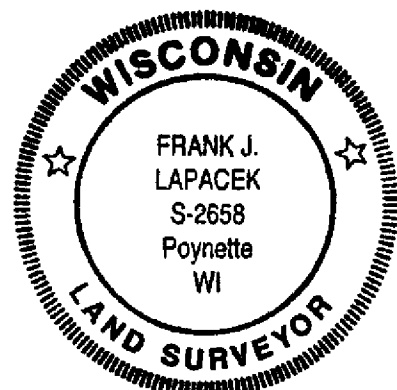
The Village Board of McFarland has approved this Certified
Survey Map on this 18 day of September,
2006.

Art Neal
Village Clerk, Village of McFarland

~~DANE COUNTY ZONING AND LAND REGULATION COMMITTEE~~

~~Approved for recording per Dane County Zoning and Land
Regulation Committee action on the ___ day of ___
200__.~~

Richard D. Pertzborn, Chair Date
Dane County Zoning and Land Regulation Committee



SURVEYED BY :

Burse

surveying & engineering inc

1400 E. Washington Ave, Suite 158
Madison, WI 53703 608.250.9266

Fax: 608.250.9266

email: burse@chorus.net

www.bursesurveyengr.com

MAP NO. 12030

DOCUMENT NO. 4264874

VOLUME 74 PAGE 99

Date: October 16, 2006

Plot View: Sht2

PROJECTS\BSE988\CSBSE988.DWG

SHEET 2 OF 3



Stock No. 26273

001835

CERTIFIED SURVEY MAP No. 12030

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 07 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Brian M. and Jackie L. Murphy, as owners, do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on sheet 1. We also certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection.

Village of McFarland
Dane County Zoning and Land Regulation Committee

WITNESS the hand and seal of said owners, this 20 day of December, 2006.

Signed: Brian M. Murphy
Brian M. Murphy

Jackie L. Murphy
Jackie L. Murphy

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 20 day of December, 2006, the above named Brian M. and Jackie L. Murphy, to me known to be the people who executed the foregoing instrument and acknowledged the same.

Notary Public: Joan M. Osborn

My commission expires/is permanent: 10/31/10

Joan M. Osborn

CONSENT OF MORTGAGEE

M & I Bank, a banking association duly organized and existing under and by virtue of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map, and does hereby consent to the owner's certificate.

IN WITNESS WHEREOF, the said M & I Bank, has caused these presents to be signed by Matthew Simon, its Vice President, at Madison, Wisconsin, this 21 day of December, 2006.

Matthew Simon
Authorized Representative

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 21 day of December, 2006, MATTHEW SIMON, its VICE PRESIDENT of the above named banking association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said banking association, by its authority.

Notary Public: Joan M. Osborn

My commission expires/is permanent: 10/31/10

Joan M. Osborn

MAP NO. 12030

DOCUMENT NO. 4264874

VOLUME 74 PAGE# 100

Date: October 16, 2006

Plot View: Sht3

PROJECTS\BSE988\CSBSE988.DWG

SURVEYED BY :

Burse

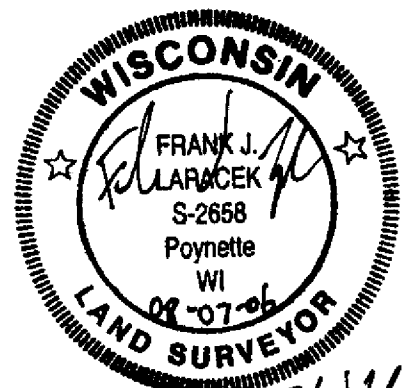
surveying & engineering ^{INC}

1400 E. Washington Ave. Suite 158
Madison, WI 53703 608.250.9263

Fax: 608.250.9266

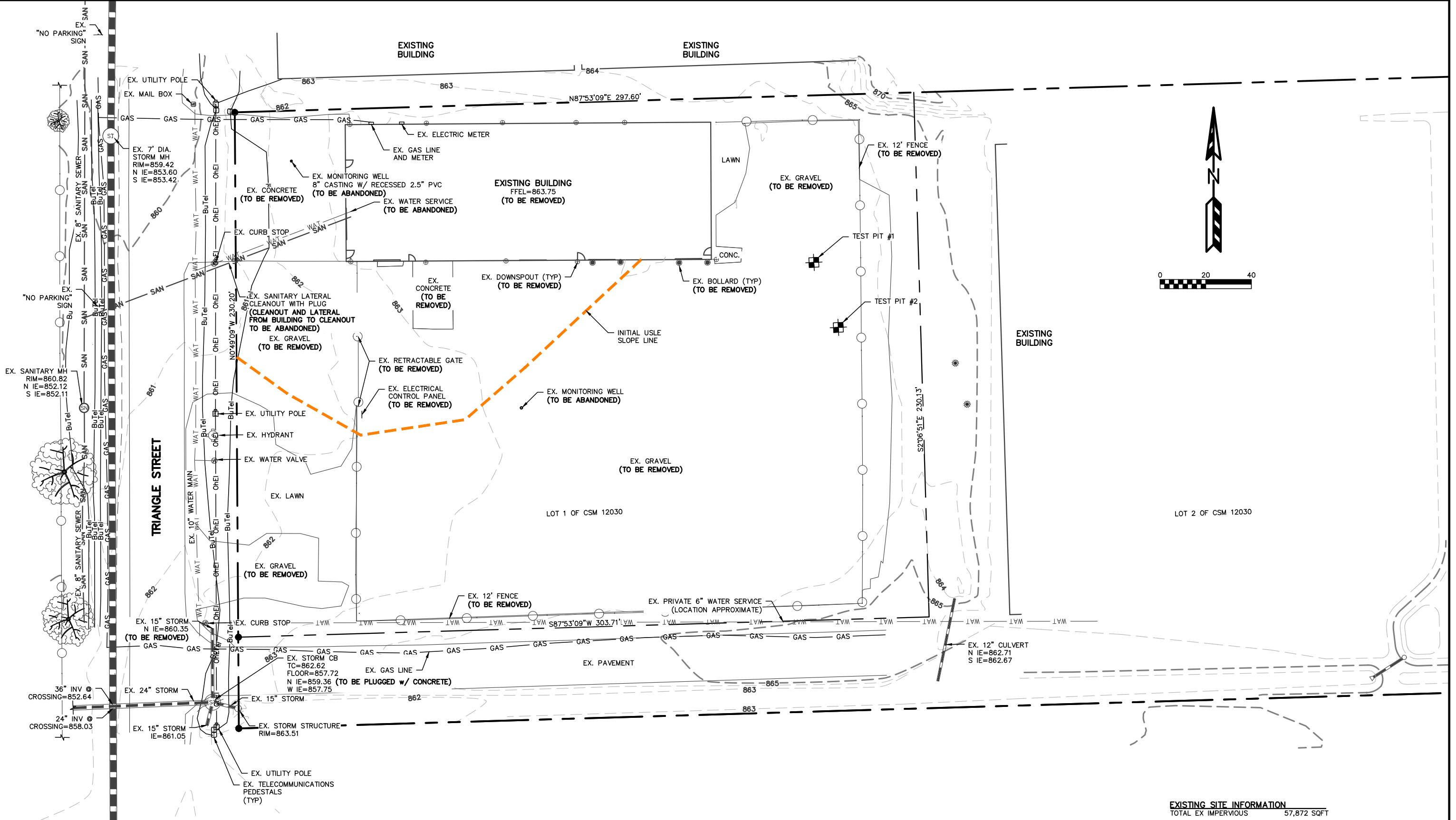
email: burse@chorus.net

www.bursesurveyengr.com



REUSED: 10-16-06 Feb 2/06

SHEET 3 OF 3



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.

EXISTING SITE INFORMATION
TOTAL EX IMPERVIOUS 57,872 SQFT

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

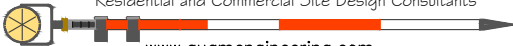
EXISTING SITE AND REMOVALS PLAN

PAGE: C1

DATED: MAY 28, 2021

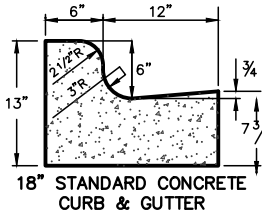
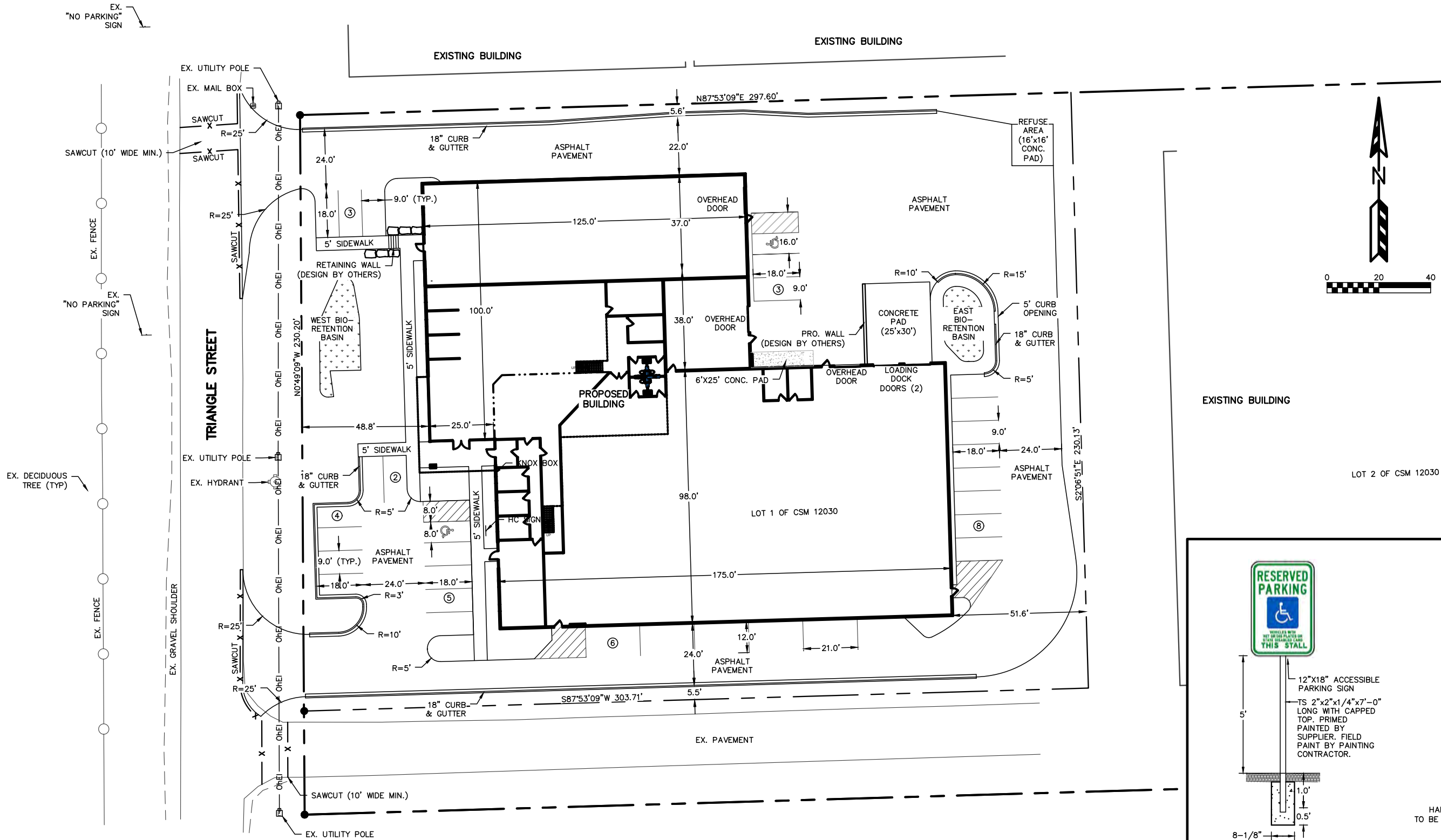
QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants

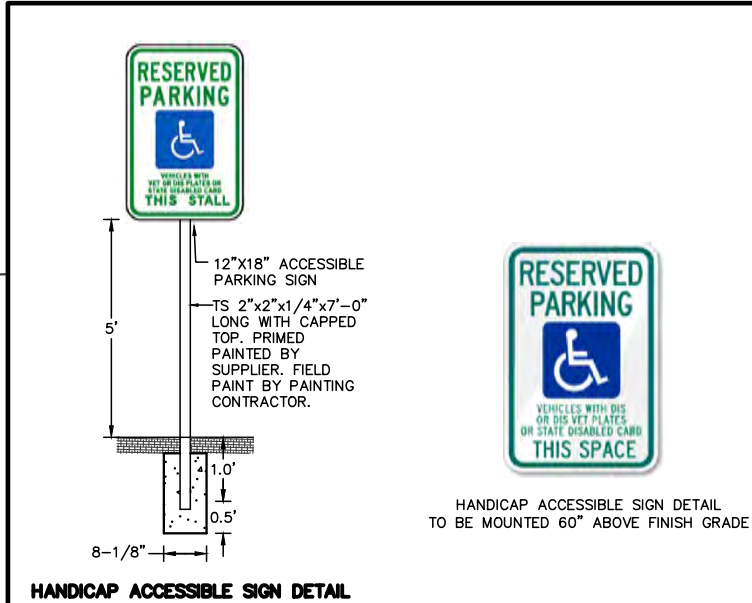


www.quamengineering.com

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



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

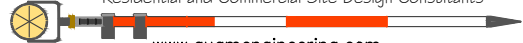
SITE PLAN

PAGE: C2

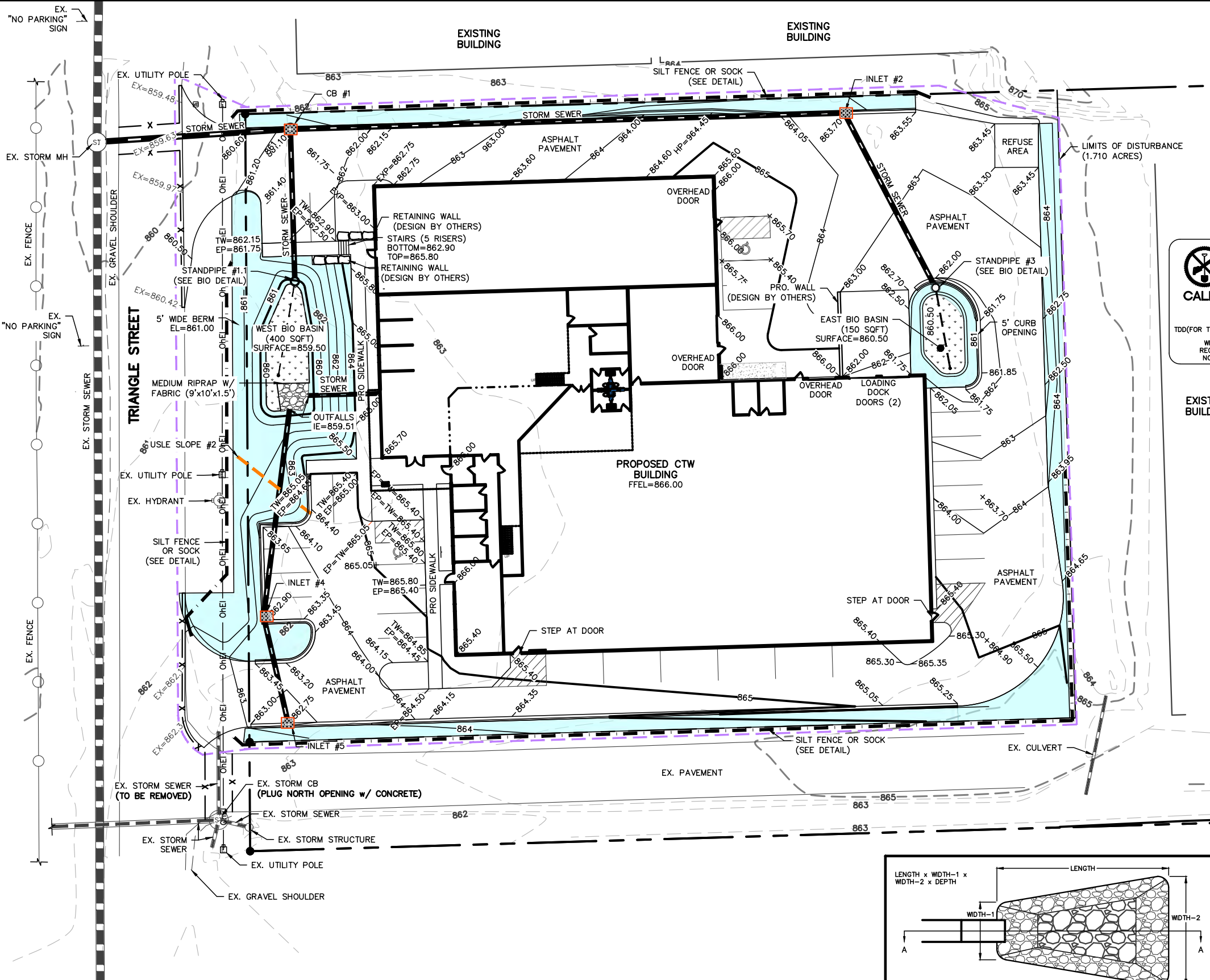
DATED: MAY 28, 2021

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



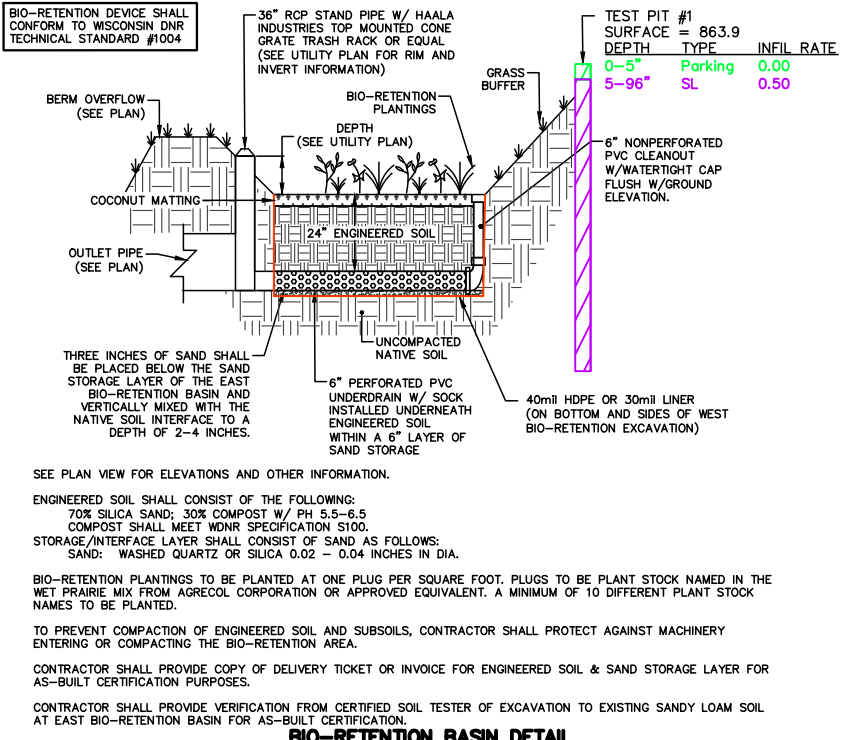
4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752



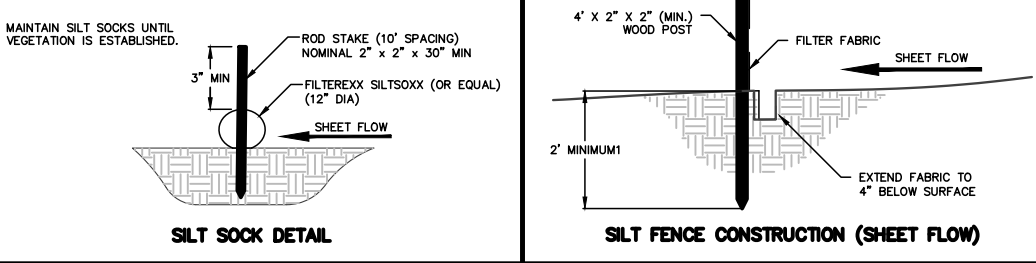
EROSION NOTES:
THE EXISTING DRIVEWAYS ARE TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING PUBLIC STREETS SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.
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 PAVING LOT AND BUILDING.
APRIL 1, 2022 APPLY MULCH OR EROSION MAT TO PEROUS, 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 PEROUS DISTURBED AREAS, REMOVE ACCUMULATED SEDIMENT FROM BIO-BASINS, AND CONSTRUCT BIO-BASINS PER DETAILS.

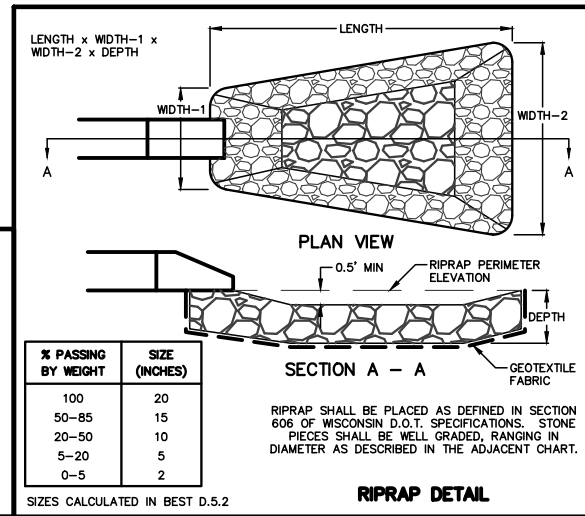
RESTORATION NOTES:
RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SLOPES GREATER THAN 20% SHALL BE RESTORED WITHIN 30 DAYS.
ALL PEROUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH. ALL PEROUS DISTURBED AREAS SHALL RECEIVE FERTILIZER EXCEPT 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.

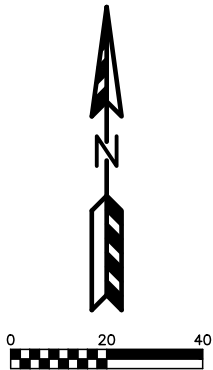
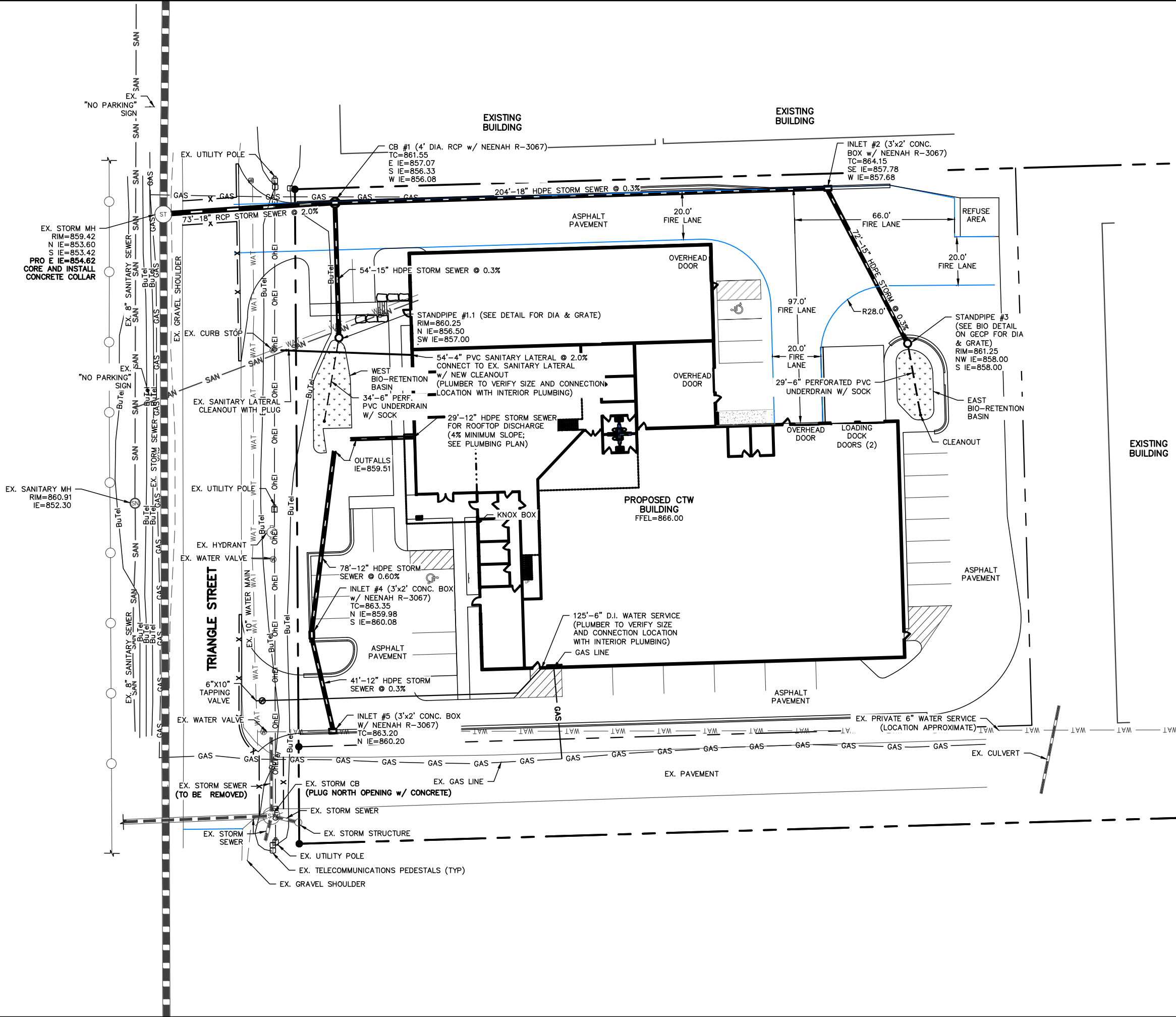


4313 TRIANGLE STREET - VILLAGE OF MCFARLAND
GRADING AND EROSION CONTROL PLAN
PAGE: C3
DATED: MAY 28, 2021
QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggekow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752



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





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.

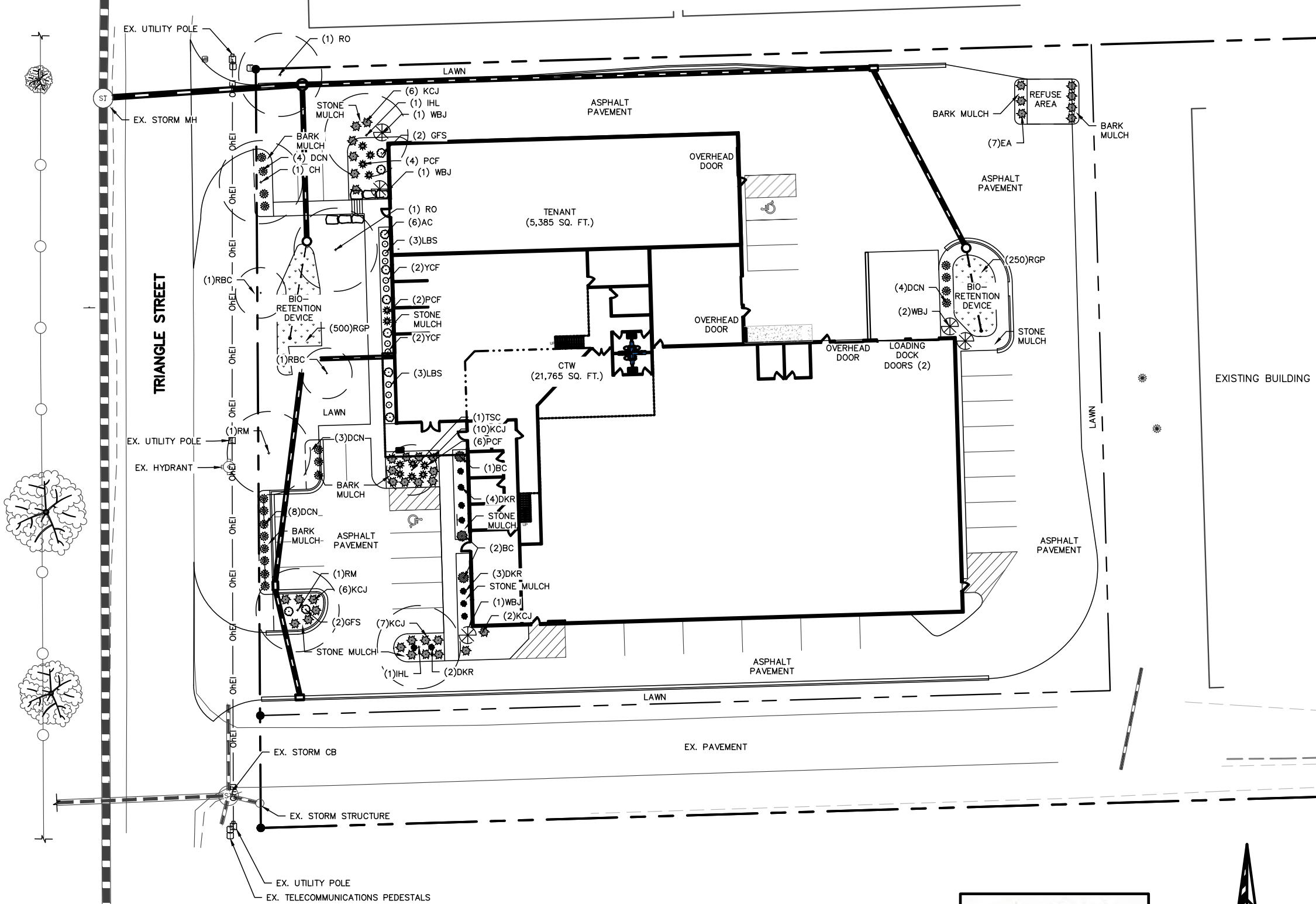
BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES. SITE UTILITY CONTRACTOR SHALL STUB LATERAL TO 5 FEET OUTSIDE BUILDING. SEE INTERIOR PLUMBING PLANS FOR CONTINUATION OF PIPING INTO BUILDING BY BUILDING PLUMBING CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS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



PLANT LIST						
KEY	QUAN	Planting SIZE	COMMON NAME	Botanical Name	ROOT	MAJORE SIZE
	(7)		<u>Canopy Trees (40 points each)</u>			
CH	1	2"	Hackberry	Celtis Occidentalis	BB	40'
IHL	2	2"	Imperial Honey Locust	Gleditsia 1 "Imperial"	BB	40'
RM	2	2"	Red Maple	Acer Rubrum	BB	40'
RO	2	2"	Red Oak	Quercus Rubrum	BB	40'
	(2)		<u>Medium Deciduous Trees (25 points each)</u>			
RBC	2	8'	River Birch Clump	Betula Nigra	BB	30'
	(1)		<u>Low Ornamental Trees (15 points each)</u>			
TSC	1	1 1/2'	Tina Sargent Crab	Malus 'Sargent Tina'	BB	15'
	(12)		<u>Low Evergreen Trees (12 points each)</u>			
EA	7	4'	Emerald Arborvitae	Thuja Occidentalis	BB	10'
WBJ	5	4'	Wichita Blue Juniper	Juniperus scopulorum	BB	15'
	(2)		<u>Medium Deciduous Shrubs (3 points each)</u>			
BC	3	24"	Black Chokeberry	Aronia Melnocarpa	Pot	6'
DCN	19	24"	Dwarf Cranberrybush	Viburnum T Compactus	Pot	6'
	(17)		<u>Low Deciduous Shrubs (1 point each)</u>			
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)		<u>Low Evergreen Shrubs (3 points each)</u>			
KCJ	31	2 G	Kallay's Compact Juniper	Juniperus 'Kallay' Compact	Con	2'
	(22)		<u>Perennials (non-contributing)</u>			
LBS	6	1 G	Little Bluestem	Schizachyrium S	Con	6"
PCF	12	1 G	Purple Coneflower	Echinacea P	Con	3'
YCF	4	1 G	Yellow Cone Flower	Echinacea	Con	3'

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 than 3:1 shall be mulched with erosion control fabric (installed per manufacturer's specifications).
- 3) Foundation planting beds to be mulched with 2" - 2 1/2" 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 (RGF) to be installed 12" on center.
- 9) Bioretention basin to be constructed per WQTR specifications.

Village of McFarland

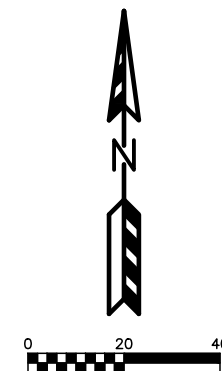
Landscape Point Calculations
Minimum Points Required for **M-1C** Zoning District

	<u>Site Measurement</u>	<u>Point Calculation</u>	<u>Points Required</u>	<u>Points supplied</u>
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.	<u>117</u>	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**



4313 TRIANGLE STREET - VILLAGE OF MCFARLAND

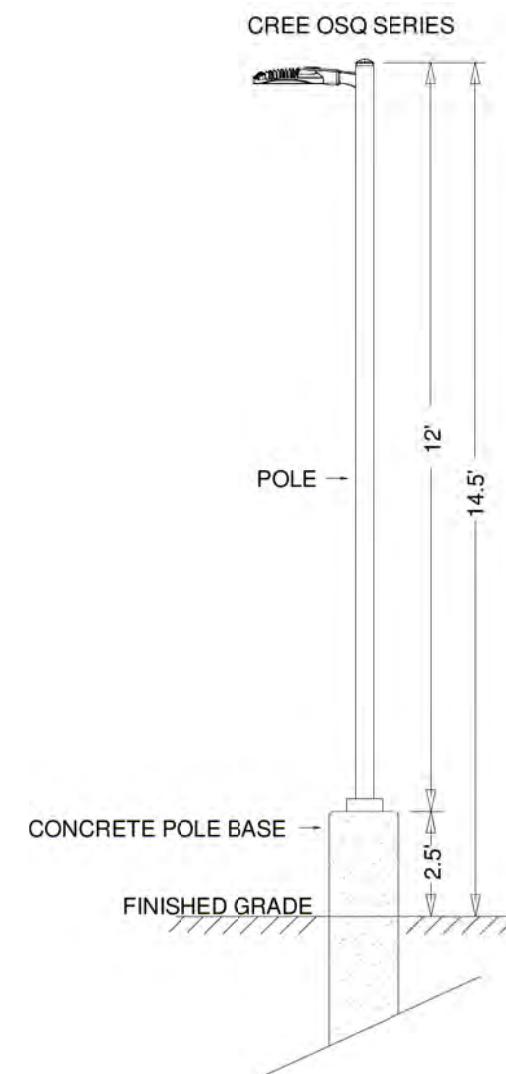
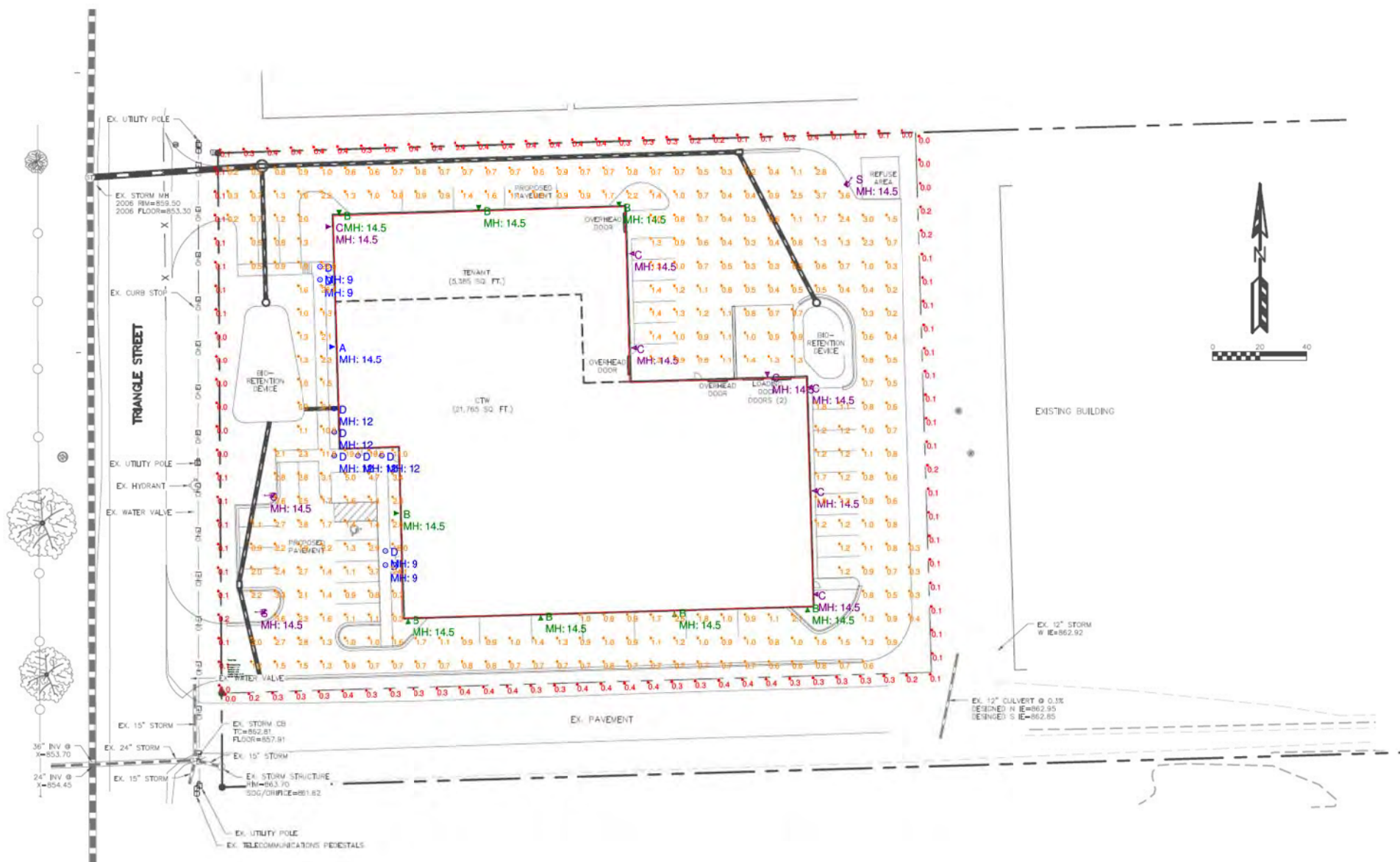
LANDSCAPE PLAN

PAGE: C5
DATED: MAY 28, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

Residential and Commercial Site Design Consultants
www.cymaengineering.com

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



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

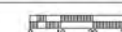
ERI

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

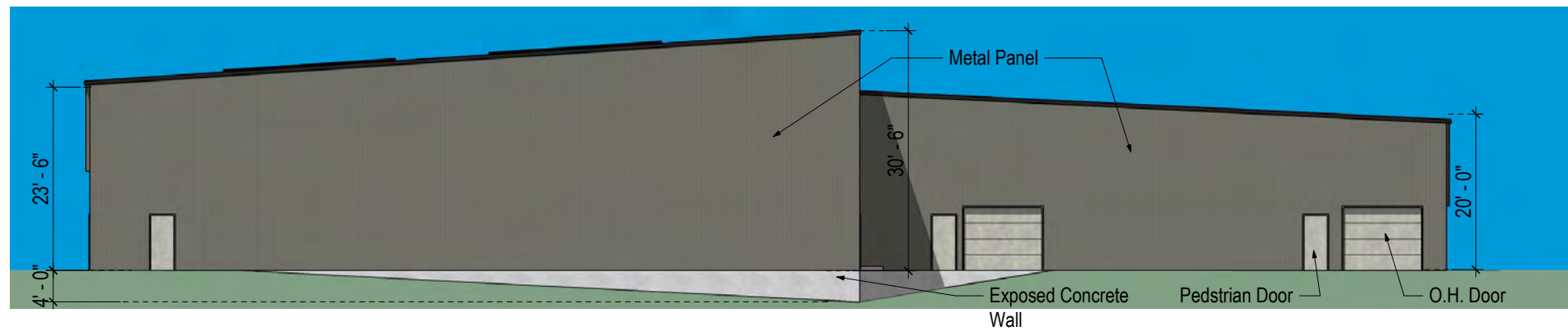
Project: 4313 TRIANGLE STREET - McFARLAND, WI

Filename: 210331QQ1AKC.AGI

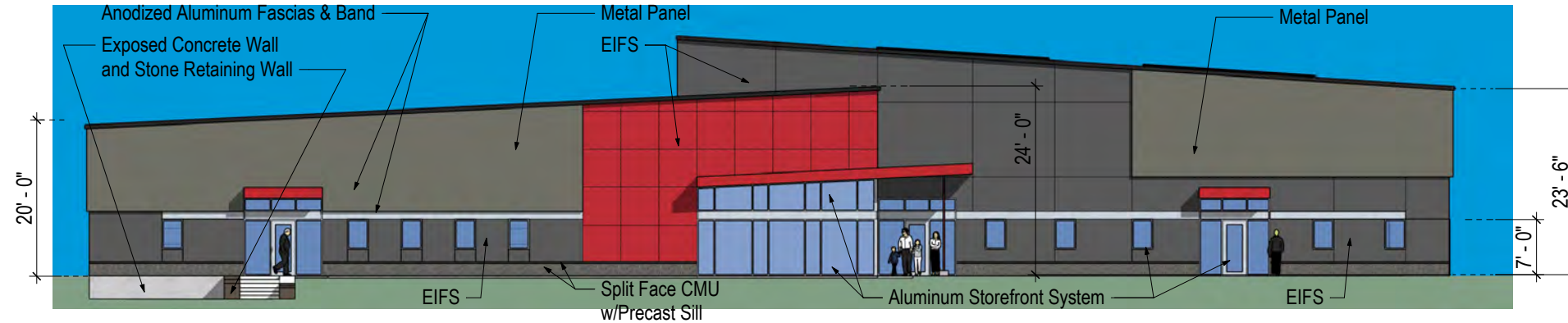
LIGHT LEVELS SHOWN ARE STRICTLY FOR PURPOSES OF ESTIMATING BILL OF MATERIALS AND THE RESULTS ARE BASED ON PROJECT DETAILS GIVEN TO ENGINEERED REPRESENTATION INC. / WALLOCK DAVIES & COMPANY LLC. BEFORE OCCUPANCY OF SPACE. ALL PROJECT DETAILS AND LIGHT LEVELS SHOULD BE VERIFIED TO COMPLY WITH SAFETY AND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



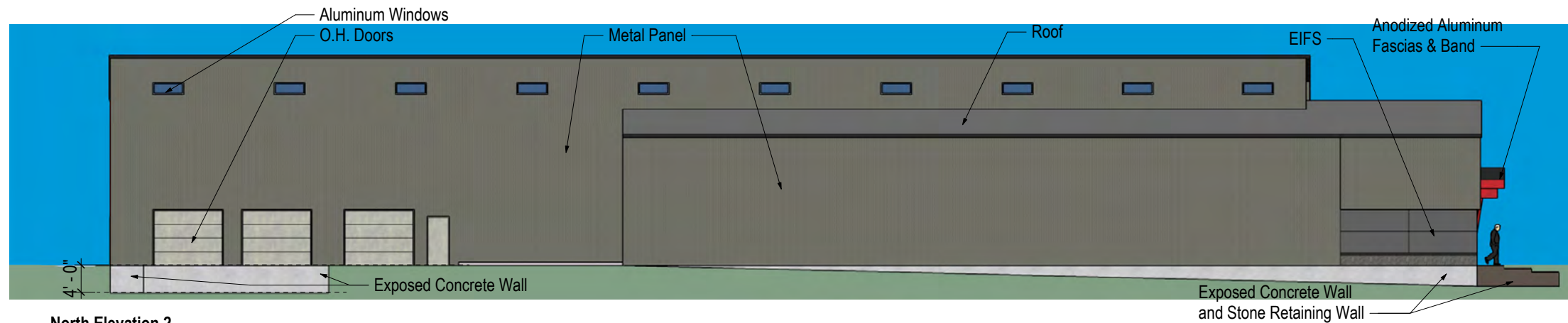
.3D View to NE 2



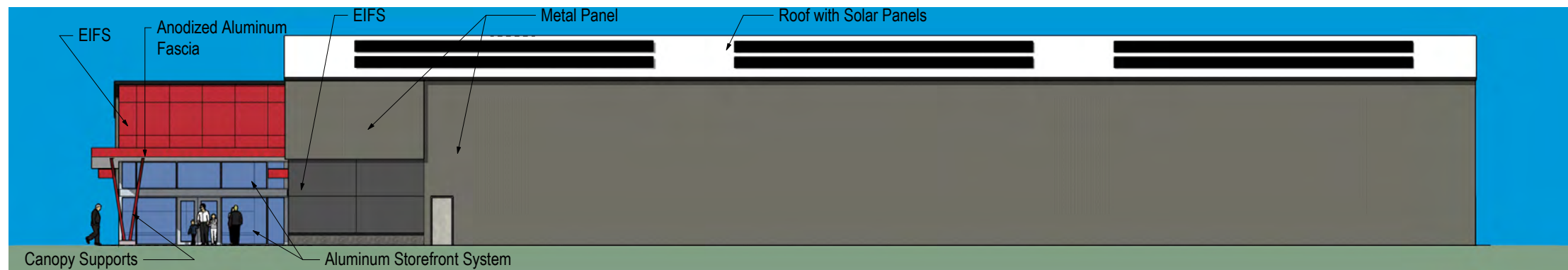
.East Elevation 2



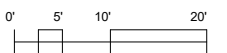
.West Elevation 2



.North Elevation 2



.South Elevation 2



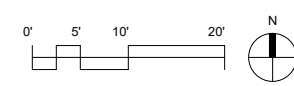
4313 Triangle St. Redevelopment

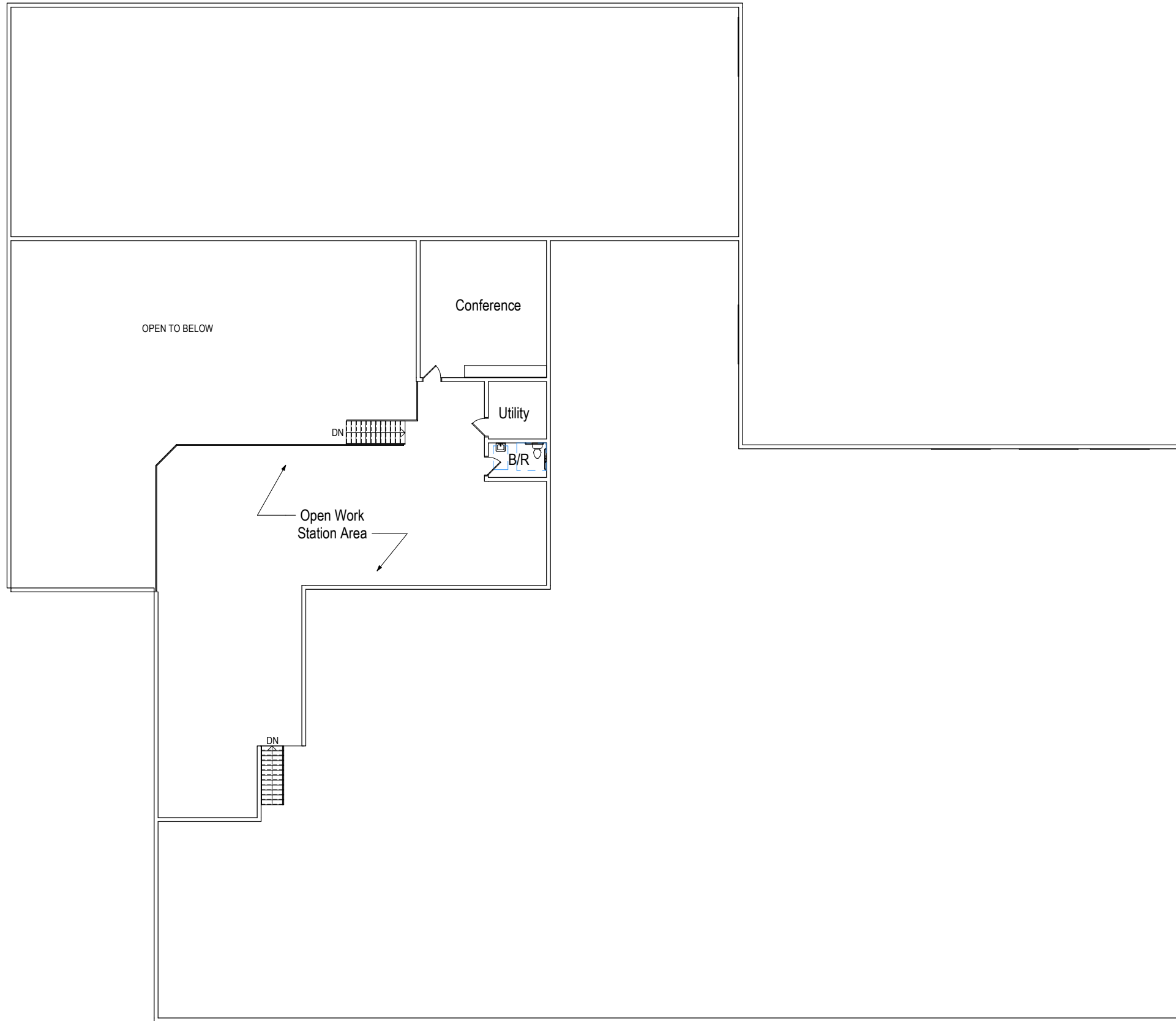
4313 Triangle St., McFarland, WI

EXTERIOR ELEVATIONS

05/27/2021

21049





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

EXHIBIT B
PHASE I ENVIRONMENTAL SITE ASSESSMENT

Phase I Environmental Site Assessment

**4313 Triangle Street, Village of McFarland
Dane County, Wisconsin**

Project No. R09361016



MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913
Phone: 608.356.2771

© February 2020 MSA Professional Services, Inc.

EXHIBIT D
MORTGAGE

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

4313 LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to the Village of McFarland,
a Wisconsin municipal corporation
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of all sums that may become due pursuant to a Real Estate
Acquisition and Development agreement dated Sept. __, 2021 executed by
Mortgagor and delivered to Mortgagee ("Obligations"), 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, 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"):

See Addendum A for Legal Description

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

154/0710-273-9941-1

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
\$2,970,000.00 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

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.

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:

☒ 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 4313 LLC, 4920 Triangle 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.

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 _____ .

4313 LLC

_____(SEAL)_____(SEAL)
* Joseph R. Burkeland, Manager *

_____(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 Joseph R. Burkeland, Jr., as
manager of 4313 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.

ADDENDUM A
LEGAL DESCRIPTION OF MORGAGED PROPERTY

Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

Excepting therefrom: The Southerly Forty (40) feet of Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action on Resolution 2021-21: A Resolution authorizing the borrowing of not to exceed \$3,000,000; and providing for the issuance and sale of general obligation Public Safety Center bonds therefor.

PREVIOUS ACTION:

The Village Board awarded contract of the project to JP Cullen at its meeting on August 16, 2021.

ISSUE SUMMARY:

Included within your packet is Resolution #2021-21 which is a resolution to authorize the borrowing in bonds not to exceed \$3,000,000 for the Public Safety Center. This is in addition to previous authorization granted in the amount of \$18,500,000 via Resolution #2020-27. The additional funds are needed to cover the now known costs for the project which was previously awarded by the Village Board. This amount is in excess of what is needed to complete the project according to the bid that was awarded and all other known costs. What will adjust this going forward are the unknowns that develop during construction via change orders to address unforeseen issues. This resolution simply authorizes the Village Board to borrow these funds in the future. Under the prior authorization, the Village Board has already borrowed \$14 million for the project. Another borrowing had been anticipated and already planned for 2022. The intent is to borrow approximately mid-way through next year when we are about half way through the project. Ideally we will reconcile final costs for the project against what additional revenue is needed so that we do not borrow more than we need for the project. Interest rates are anticipated to remain attractive for the borrowing that is anticipated. Staff will continue to monitor market conditions with the Village Financial Advisor throughout the Fall of this year and into next year.

FINANCIAL/BUDGET IMPACT:

The total contract award for the project was set at \$18,782,943 for an authorized total project cost of \$21,973,244. This amount includes roughly \$1 million in contingency to address unknown project costs. Increasing the bond authorization will elevate available revenues for the project to \$22,532,000 which creates a surplus condition of approximately \$588,756. This is an "up to" amount and the final actual borrowing will be set next year as part of our normal borrowing process.

VILLAGE PLAN REFERENCE:



None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended action:

Motion and second to approve Resolution 2021-21, a resolution authorizing the borrowing of not to exceed \$3,000,000; and providing for the issuance and sale of general obligation Public Safety Center bonds therefor.

ATTACHMENTS:

1. 2021-21 McFarland Village (2021-02 GO Bonds) Authorizing Resolution No. 2

RESOLUTION NO. 2021-21

RESOLUTION AUTHORIZING THE BORROWING
OF NOT TO EXCEED \$3,000,000; AND
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PUBLIC SAFETY CENTER BONDS THEREFOR

WHEREAS, on December 14, 2020 this Village Board of the Village of McFarland, Dane County, Wisconsin (the “Village”) adopted a resolution authorizing the borrowing of not to exceed \$18,500,000 for the purpose of paying the costs of constructing a new public safety center building (the “Project”);

WHEREAS, it has been determined that additional funds are needed to fund the full costs of the Project;

WHEREAS, the Village hereby finds and determines that the Project is within the Village’s power to undertake and serves a “public purpose” as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and,

WHEREAS, villages are authorized by the provisions of Section 67.04 of the Wisconsin Statutes to borrow money and to issue general obligation bonds for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of the Bonds. For the purpose of paying additional costs of the Project, there shall be borrowed pursuant to Section 67.04 of the Wisconsin Statutes, the principal sum of not to exceed THREE MILLION DOLLARS (\$3,000,000) from a purchaser or purchasers to be determined by subsequent resolution or resolutions of this Village Board.

Section 2. Sale of the Bonds. To evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell on behalf of and in the name of the Village, general obligation public safety center bonds, in one or more series, aggregating the principal amount of not to exceed THREE MILLION DOLLARS (\$3,000,000)(the “Bonds”).

Section 3. Award of the Bonds. The Village Administrator (in consultation with the Village’s financial advisor, Wisconsin Public Finance Professionals, LLC) shall prepare or cause to be prepared such Official Notices of Sale and Official Statements and take other actions necessary for the subsequent sale and award of the Bonds.

Section 4. Prior Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 13th day of September, 2021.

Carolyn Clow
Village President

(SEAL)

ATTEST:

Cassandra Suettinger
Village Clerk/Treasurer

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, September 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator, Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Discussion and action to set schedule for Committee restructuring.

PREVIOUS ACTION:

The Village Board discussed this topic at the Annual Meeting on April 20, 2021.

The Committee of the Whole discussed this topic at their meeting on June 14, July 12, and July 26, 2021.

Most recently the Village Board discussed this topic at their meeting on August 23, 2021.

ISSUE SUMMARY:

Please find included within your packet the proposed process and timeline to complete the boards, commission, and committee restructuring process. This is a continuation of past discussions, most notably our last meeting as a means to outline how this work will be achieved to make the discussed changes. We will go through these steps and explain the outcomes in the meeting on Monday.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended action:

Motion and second to approve the board, commission, and committee restructuring process and timeline dated September 10, 2021.

ATTACHMENTS:

1. Committee Restructure Process & Timeline 09102021 mgs

Board, Commission, and Committee Restructuring Process and Timeline

I. Review All Boards, Commission, and Committees (BCC) to Discuss Scope

A. Review #1

1. Staff provides draft scope by September 16th for the following BCC:
 - i. Communications and Technology Committee
 - ii. Finance Committee
 - iii. Personnel Committee
 - iv. Public Utilities Committee and Public Works Committee (Combination)
2. Draft scope prepared by Staff will be distributed to identified BCC Chairperson on September 17th for review and feedback, as applicable, will be due back from the Chairperson no later than October 1st.
3. Final Staff review of scope with Chairperson feedback will take place the week of October 4th.
4. October 11th at 5:30 pm – Committee of the Whole: Review Roles and Responsibilities
5. Attorney Review and Handbook Development – Staff begins to develop the BCC Handbook for the groups reviewed. Staff will also begin process to identify ordinance revisions needed to implement desired revisions as applicable. Work on both of these items will be ongoing throughout the reviews as we progress through the process. The Village Board (or Committee of the Whole) will review the finished draft once all reviews are complete.

B. Review #2

1. Staff provides draft scope by September 30th for the following BCC:
 - i. Diversity, Equity, and Inclusion Committee
 - ii. Parks and Recreation Committee (Split)
 - iii. Public Safety Committee
 - iv. Sustainability and Natural Resources Committee (New/Split)
2. Draft scope prepared by Staff will be distributed to identified BCC Chairperson on October 1st for review and feedback, as applicable, will be due back from the Chairperson no later than October 15th.
3. Final Staff review of scope with Chairperson feedback will take place the week of October 18th.
4. October 25th at 5:30 pm – Committee of the Whole: Review Roles and Responsibilities
5. Attorney Review and Handbook Development – See Section I(A)(5).

C. Review #3

1. Staff provides draft scope by September 30th for the following BCC:
 - i. Community Development Authority
 - ii. Landmarks Commission
 - iii. McFarland School Board and Village Board Joint Planning Committee
 - iv. Plan Commission
 - v. Senior Outreach Committee
2. Draft scope prepared by Staff will be distributed to identified BCC Chairperson on October 15th for review and feedback, as applicable, will be due back from the Chairperson no later than October 29th.
3. Final Staff review of scope with Chairperson feedback will take place the week of November 1st.
4. November 8th at 5:30 pm – Committee of the Whole: Review Roles and Responsibilities
5. Attorney Review and Handbook Development – See Section I(A)(5).

II. **Final Overall Development and Review of Scope and Structure**

- A. Staff to distribute to Village Board the draft structure outlining all scope revisions and complete draft handbook by November 10th.
- B. All comments from all applicable Village Board members are due back to Staff by November 17th.
- C. November 22nd at 5:30 pm – Committee of the Whole:
 1. Hold the public information meeting. Opportunity for the general public and all current BCC members to review the proposed changes and make comments.
 2. Review draft scope, structure, and handbook

III. **Final Adoption**

- A. Staff to distribute to Village Board the final draft structure outlining all scope revisions and final complete draft handbook by November 24th. Staff will also put forth an implementation schedule for the changes and transition to be implemented.
- B. All comments from all applicable Village Board members are due back to Staff by December 3rd.
- C. Final Staff review to incorporate final comments from Village Board members will take place the week of December 6th.
- D. December 13th at 7:00 pm – Village Board:
 1. Final approval/adoption of necessary ordinance revisions and handbook.
 2. This meeting will also include necessary action to dissolve the Finance Committee.
 3. Appointment process for all members to the newly revised BCC will be addressed at a future Village Board meeting.