VILLAGE OF MCFARLAND *NOTICE OF PUBLIC MEETING*

Community Development Authority

Wednesday, November 3, 2021 **7:00 PM** **McFarland Municipal Center** *Community Room*

AGENDA

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

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/89857215249

Or by Telephone: +1 (312) 626-6799
Webinar ID: 898 5721 5249

1. CALL TO ORDER, ROLL CALL.

2. PUBLIC APPEARANCES.

3. APPROVAL OF MINUTES.
   a. Review and possible approval of the Community Development Authority draft minutes from the September 1, 2021 meeting.

   b. Review and possible approval of the joint Community Development Authority - Village Board draft minutes from the October 6, 2021 meeting.

4. BUSINESS.
   a. Discussion regarding the proposed 2022 Budgets for the Tax Increment Districts.

   b. Discussion and possible action to make a recommendation to the Village Board regarding a Request for Proposals for an East Side Neighborhood Economic Development & Land Use Plan.

   c. Discussion regarding possible amendments to the Village's Tax Increment Financing Development Incentives Policy Manual and Application.

   d. Presentation of Directors Report

5. SCHEDULE NEXT MEETING DATE.
   a. Wednesday, December 1, 2021 @ 7:00 p.m.

6. 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

CONCERNED RESIDENTS OF PARKVIEW APARTMENTS

STATEMENT IN OPPOSITION TO QUAM'S TIF APPLICATION APPROVAL

November 3, 2021

To: McFarland Joint Community Development Authority
and
McFarland Village Board

From: Carol Springman, representative

Subject: Waubesa Village Phase 4 - TIF Development Incentive Application

Members of the Board and CDA,

On Monday, by fortuity alone, we learned that Ryan Quam has again sought TIF incentives to proceed with Phase 4 of Waubesa Village. To the best of my knowledge, no notice was provided to nearby landowners or residents, and in particular, no notice was provided to the owner and residents of Parkview Apartments who have publicly raised numerous objections to Quam's Phase 4 project since June 2021. This failure of the duty to provide notice was allowed even though the project has been materially changed from Quam's earlier TIF application which the Board ultimately rejected in July.

As understood from Quam's latest application along with the draft minutes, he is now seeking a TIF incentive totaling $323,755 which is $147,255 over the $176,500 final TIF request the Board denied in July. His application was denied for several reasons, including that Phase 4 lacks sustainability, lacks non-market rate units, is not multi-use, etc. A review of the current TIF application shows that Quam still does not address the Board's concerns and yet the CDA and Board apparently do not find this objectionable now. Perhaps Quam's offer of installing solar panels on the apartment building was enough to overcome all of the Village's prior objections. I'm sure the Village residents will benefit greatly by that inclusion. So, if Quam's TIF application goes through, he will have been "gifted" over $1.25 million from the Village in TIF to build his four buildings even though it appears that the phases, in general, do not comply with all of McFarland's criteria for new construction in this TID.

In addition to his "show me the [TIF] money" demand, Quam still has made no effort to address the need for workforce and affordable housing via rents that are not based on market rate only. He's made it clear that he wants only qualified market rate tenants in his units. And, if the CDA and Board go along with his plan, you are also ignoring the needs of working class people and McFarland affordable housing policy.

It was interesting to read on his current application that Quam was a member of the McFarland Board when TID #3 was formed along with his mention that he owns Quam Engineering and Ezra Properties, both "located in McFarland". Reading these comments along with the tone of his October 6 presentation, as described in the minutes, it almost seems like a subtle intimidation strategy … as if to suggest that no other business could possibly succeed in this location because of the problems with the lot size, and all the other issues he apparently raised on October 6 to justify approval of the TIF. From our past involvement in objecting to this project, it has been clear that Village has not sought advice from any qualified professional and instead relies on and accepts Quam's self-interested opinion alone on what can be done with this space. That decision by the Village fails due diligence and fairness and would seem quite problematic to most thinking people.

And, once again, there is the elephant in the room. The draft minutes noted that the CDA and Board discussed the following issues related to Quam's project: the lot and issues with the lot, the need for TIF funds and amounts used in former projects, the assessment guarantees on the phases, the social benefits, solar usage on the project, the increase of the tax base, when the TID could possibly close, concerns over land availability in McFarland, affordable housing, commercial aspects and TID guidelines, history of the CDA and how projects were approached. However, there is no mention at all of the safety of the residents who would be living in Phase 4 should there be a catastrophic event with one of the nearby above-ground storage tanks. No discussion of evacuation plans, etc. It is incredible to me that the people who have been elected to represent the citizens of McFarland are so unconcerned about safety even though that is a mandate in the Village's construction ordinances.

Quam asserted that he can build his apartments elsewhere … cheaper and with less problems. We encourage Quam to take his own good advice and do just that.

As for what to do about these lots along Terminal Drive and how they "fit in" with this area, if money is such an issue, we suggest that these lots be turned into green space and if money is needed for the Village coffers, get it from the owners of the tank farms as park fees or whatever fee you can legitimately create. The idea that most people want to -- or even should -- walk or bike by huge, unsightly and potentially dangerous above-ground storage tanks, seems quite short-sighted and should not be encouraged.

For all of the forgoing reasons -- and we do not intend to be subtle here -- it is apparent that it is time to get the general public involved in voicing their opinion whether this project should proceed. Clearly, most McFarland citizens are not yet aware of these plans or the inherent dangers of residential construction within a few hundred feet of above-ground storage tanks. We will be taking steps to educate them from this point forward.

We request that this letter be made part of the public record, especially since the October 6 draft minutes will not be approved until this evening's meeting.

Sincerely,

Carol Springman, representative

Community Development Authority

Working draft MINUTES

September 1, 2021

Members Present: Justin Rupert, Austen Conrad, Toni Stolarik, Stephanie Brassington, Ken Brost

Members Absent: Dan Kolk, Jerry Dietzel

Staff Present: Andrew Bremer, Stephanie Miller, Karen Knoll, Kong Thao

1. CALL TO ORDER

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

2. PUBLIC APPEARANCES

None

3. APPROVAL OF MINUTES

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

Brassington moved to approve the July 7, 2021 Community Development Authority minutes. Rupert seconded the motion. Motion carried 5-0.

4. CLOSED SESSION.

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

Brassington moved to convene into closed session, Rupert seconded the motion. Motion carried on a roll call vote 5-0 with Conrad indicated when moving into closed session he will be recusing himself on item 4 (a) (2) and leave the closed session.

Meeting moved into closed session at 7:05 p.m.

1) A Real Estate Acquisition and Development Agreement with 5411 Bashford Street LLC for 5411 Bashford Street.

2) A Real Estate Acquisition and Development Agreement with 4313 LLC for 4313 Triangle Street.

3) Acquisition of property located at 4908 Terminal Drive.

Let the record show at 7:40 p.m. Conrad recused himself from the meeting and left the ZOOM closed session portion of the meeting.

b. Motion to adjourn Closed Session and reconvene in Open Session to discuss and take action on items of business discussed in closed session.

Brassington moved to reconvene in open session. Rupert seconded the motion. Motion carried 4-0. Meeting reconvened into open session at 7:48 p.m. with Conrad rejoining the meeting in open session.

5. BUSINESS

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

   Brost moved to recommend approval to the Village Board regarding Resolution 2021-14: A Resolution Authorizing the Village President and Clerk to Execute a Real Estate Acquisition and Development Agreement With 5411 Bashford Street LLC. Rupert seconded the motion. Motion carried 5-0.

b. Discussion and possible action to make a recommendation to the Village Board 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.

   Rupert moved to recommend approval to the Village Board 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. Pending final review of the real estate acquisition agreement by the Village Attorney Brost seconded the motion. Motion carried 4-0-1 with Conrad abstaining.

c. Discussion and possible action to make a recommendation to the Village Board on the acquisition of 4908 Terminal Drive.

   Brost moved to recommend approval to the Village Board to pursue acquisition of 4908 Terminal Drive. Conrad seconded the motion. Motion carried 4-1 with Brassington voting nay.

d. Presentation of Directors report.

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

6. SCHEDULE NEXT MEETING DATE.

a. Wednesday, October 6, 2021 at 7:00pm. – possible joint meeting with the Village Board.

7. ADJOURNMENT.

Brost moved to adjourn. Rupert seconded the motion. Motion carried 5-0. Meeting adjourned at 8:00 p.m.

Joint Community Development Authority

and Village Board

Working draft MINUTES

October 6, 2021

Members Present CDA: Justin Rupert, Austen Conrad, Dan Kolk, Stephanie Brassington, Ken Brost

Members absent CDA: Jerry Dietzel, Toni Stolarik

Members Present Village Board: Stephanie Brassington, Justin Rupert, Mike Flaherty, Carolyn Clow, Carrie Nelson, Ed Wreh, Chris St. Clair

Members absent Village Board:

Staff Present: Andrew Bremer, Karen Knoll, Stephanie Miller, Kong Thao, Matt Schuenke

1. CALL TO ORDER

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

2. PUBLIC APPEARANCES

   None

3. BUSINESS

   a. Presentation and discussion regarding a revised Tax Increment Financing Development Incentive Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive as Waubesa Village Phase 4 located within Tax Increment District #3.

      Bremer summarized the history of this project as included in packets. The review process of this proposal started in April of 2021, at the July CDA meeting it was unanimously recommended to the Village Board approval of the revised TIF development request. At its July meeting the Plan Commission motion to approve the PUD failed on a vote of 3 -3. At the July 26, 2021 Village Board meeting the PUD ordinance to rezone the property, including the general and detailed plan was unanimously approved, at the same meeting the motion on the CDA's recommendation on the TIF Development Incentive Application failed on a vote of 3-3. Some of the feedback was that this is a 100% multi-family housing project that lacks sustainability or non-market rate units.

Staff has met with Quam to address some of the concerns brought forward at the Village Board meeting. Quam obtained a quote to add rooftop solar to the building. His option to purchase 4908 Terminal Drive expired over time, he has entered into another offer to purchase agreement, however it is at a higher price than previously. Bremer reviewed the additional costs to the proposal. Quam submitted a revised TIF application seeking $226,500 in a Tax Increment Loan at Occupancy, plus sale of 4902 Terminal Drive for $1 (estimated value $73,255), plus completion by the Village of the curbing and sidewalk along Terminal Drive, estimated value $24,000, as part of future Village consideration of reconstruction of Terminal Drive, including curb and gutter and sidewalk or trail which will move forward with or without the Quam project.

Bremer indicated tonight's open joint session meeting is to have the opportunity to review the proposal and ask Quam any additional questions. Bremer reviewed the closed session process for tonight's meeting along with the agenda items.

Quam summarized his application as provided, with Trustees and CDA members. He feels there is a lot of demand for apartments of this type, and this is a good fit for the area. The lot is a difficult site to develop and he has storm water management in place for the majority of the project, which is something another developer would not have. He will install solar roof panels, which is something he has not done before. He is asking for additional funds for the increased lot cost. Quam indicated the delay in the project is causing him additional costs and risks. Quam advised there is a lot of demand for this type of apartment and the lifestyle it offers to residents. Quam indicated he has also had a lot of positive feedback from local business that benefit from the Waubesa Village apartments and its resident's spending money in the community.

Brassington polled CDA members and Village Board Trustees for their thoughts and questions about the proposal. Attendees discussed the benefits of this project on this lot, the issues with the lot itself, the need for TIF funds and TIF amounts used in former projects, the assessment guarantees on the phases, the social benefits, solar usage on the project, the increase of the tax base, when the TID could possibly close, concerns over land availability in McFarland, affordable housing, commercial aspects and TID guidelines. Along with the history of the CDA and how projects were approached.

In response to some of the questions and concerns, Quam did indicate as a developer he can build this project in another community and have less costs and issues with development of a site. There are other communities who have sites available which are level and do not have the costs involved with developing the land as this one does. The cost per door to develop this is much more than other communities. He feels this compliments the current Waubesa Village project. If he did not move forward with this site and another developer came in, that party would have the issue of having to develop their own retention pond on the site, gaining access to any potential underground parking. They would be starting from scratch rather than completing something that is already started.

b. Presentation and discussion regarding role and responsibility of the Community Development Authority.

Bremer reviewed this agenda item is presented as an opportunity to review the powers and duties of the CDA under the Village Municipal Code and to discuss how the CDA can continue to support the Village Board, including potential discussion of initiatives the CDA or Village Board may desire to undertake per the municipal code. Traditionally the one of the primary roles was the creation and management of the TIF districts. Along with blight elimination, urban renewal and community development programs, outside of TIF Districts. It is not specific to one area, often blight elimination is in a TIF district. The powers and duties of the CDA are included in packets.

Attendees discussed the history of developers wishing to build in McFarland, a balanced approach to development, the municipal code drawing up the description, the length of term for a CDA member, the need for consistency for developers, the Wisconsin statues as they relate to the CDA, the process of a TIF request, the level and scope of the CDA, the need for the Village Board to not only trust the decisions of the CDA, but also the other committees, how the committees should be considered the voice of community.

Clow will have the topic of the process of grants on a future Village Board agenda.

c. Discussion regarding the policy manual for the Tax Increment Financing request.

Bremer reviewed the manual was set up in 2017 in order to provide guidance and consistency for how the CDA, Village Board, staff and developers work through request for development incentives in a TIF district. It was vetted by the CDA and then adopted by the Village Board, with some minor changes in 2019. Bremer reviewed the manual as provided in packet and took feedback from attendees. Clow suggested the CDA review the TIF policy manual for potential amendments including review of past applications regarding any exceptions that may have been allowed in order to inform decisions on policy updates.

4. CLOSED SESSION.

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

Brassington moved to convene into closed session, Clow seconded the motion. Motion carried on a roll call vote CDA -5-0; Village Board 7-0.

Meeting moved into closed session at 8:50 p.m.

Brassington moved to reconvene in open session. Rupert seconded the motion. Motion carried on a roll call vote CDA -5-0; Village Board 7-0. Meeting reconvened into open session at 9:25 p.m.

5. RECONVENE INTO OPEN SESSION

a. Community Development Authority (Trustees Brassington & Rupert).

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

Brassington moved to recommend approval to the Village Board regarding a revised Tax Increment Financing Development Incentive Application for Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive as Waubesa Village Phase 4 located within Tax Increment District #3. Rupert seconded the motion. Motion carried 5-0.

b. Village Board

1. Discussion and action regarding a revised Tax Increment Financing Development Incentive Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive as Waubesa Village Phase 4 located within Tax Increment District #3. Conditional upon

Flaherty moved to approve a revised Tax Increment Financing Development Incentive Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive as Waubesa Village Phase 4 located within Tax Increment District #3.
Conditioned on:

1. Approval of a Real Estate Acquisition and Development Agreement by the Village Board, including but not limited to:

- A total tax increment incentive valued at $323,755, consisting of a $226,500 Tax Increment Loan at Building Occupancy, sale of 4902 Terminal Drive for $1 (estimated value of $73,255), and completion by the Village of a sidewalk/bike trail and curbing along Terminal Drive (valued at $24,000).
- Applicant to provide an assessment guarantee of at least $3,800,000 by January 1, 2023 and throughout the life of the TID.

Rupert seconded the motion. Motion carried 5-2 with Wreh and St. Clair voting nay

6. SCHEDULE NEXT MEETING DATE.

a. Wednesday, November 3, 2021 at 7:00 pm. for CDA members Thursday October 7, 2021 at 6:00 pm. for Village Board members.

7. ADJOURNMENT.

Clow moved to adjourn. St. Clair seconded the motion. Motion carried 5-0 by the CDA and 7-0 by the Village Board. Meeting adjourned at 9:32 p.m.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, November 3, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

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

AGENDA ITEM: **Discussion regarding the proposed 2022 Budgets for the Tax Increment Districts.**

PREVIOUS ACTION:

ISSUE SUMMARY:
The Village Board is in the process of preparing the 2022 Municipal Budget. A draft of the 2022 Budget (Staff Submittal) and can viewed on the Village's website under the Annual Budget. Pages 131-160 contain the budgets for TID #3, #4, and #5. Village staff will provide an overview of these budgets to the CDA for discussion.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
This agenda item is presented for discussion only.

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, November 3, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

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

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board regarding a Request for Proposals for an East Side Neighborhood Economic Development & Land Use Plan.**

PREVIOUS ACTION:

ISSUE SUMMARY:
The packet includes a copy of the draft Request for Proposals to update the Village's 2008 East Side Neighborhood Growth Area Plan. The East Side Plan was incorporated within the Village's last Comprehensive Plan update in 2017, as a sub-area plan, without modification or significant reanalysis of the plan recommendations. The East Side Plan is one of several more detailed neighborhood, downtown, and corridor plans the Village has developed to provide a higher degree of land use planning than typically included, or required, in a Comprehensive Plan. The existing plan includes areas planned for a future east side business park on the south side of Siggelkow Road near the Interstate. Since the Comprehensive Plan was adopted in 2017, the Village has approved requests for annexation for additional properties on the east side, including areas north of Siggelkow Road and east of the Interstate that were not included in the East Side Plan in 2008. In addition, land ownership changes, changes in market conditions, impacts from climate change, etc. since 2008 also suggest a need to revisit land use policies for the land areas already included in the East Side Plan. As part of the 2021 budget, the Village Board has authorized funding for an update to the East Side Plan. The project is anticipated to include revisiting areas planned for a future east side business park based on land use and market analysis completed as part of the planning project. While the Plan Commission will have primary committee oversight of the project, staff anticipates involvement by the CDA through the project, particularly in regards to planning for a new business park. The Plan Commission met on October 19th to review the draft RFP and recommended approval by the Village Board subject to review and input by the CDA. Staff will review the draft RFP with the CDA and discuss any questions or desired revisions.

FINANCIAL/BUDGET IMPACT:
Funding for this project was provided in the 2021 capital borrowing to be carried over for use in 2022.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
This agenda item is presented for discussion and recommendation to the Village Board to proceed with publication of the RFP.

ATTACHMENTS:
1. McFarland East Side Neighborhood Plan RFP 10.29.2021

VILLAGE OF

McFarland

Request For Proposals

East Side Neighborhood
Economic Development & Land Use Plan

DRAFT (10-29-2021)

RFP Issuance Date: November 9, 2021

RFP Due Date: January 7, 2021

Please Submit to:

Village of McFarland Department of Community & Economic Development
Attn: East Side Neighborhood Plan RFP
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558

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SECTION 1 Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified consultants who are interested in completing a new East Side Neighborhood Economic Development & Land Use Plan for the Village of McFarland. The creation of this document is meant to provide detailed recommendations regarding the development character of the Village's East Side Neighborhood including the specific location, types, density, and intensity of a variety of land uses. The plan should provide a comprehensive economic development analysis of the Village for the purpose of planning the creation of a new east side business park and other retail, service, and mixed-use areas. The inclusion of affordable housing, sustainable land use and transportation planning strategies will be vital to the final deliverable. Upon adoption the plan will replace the Village's existing 2008 East Side Neighborhood Growth Area Plan and will be incorporated into the Village's 2017 Comprehensive Plan. The plan will require input on its development from the Plan Commission, Community Development Authority, Village staff, public, businesses, property owners, other stakeholders, and other Village boards, commissions, and committees. The selected Consultant will need to demonstrate experience in the development of neighborhood plans of similar size, experience with economic development and retail market analysis, business park development, housing studies, and sustainable land use planning. A preferred Consultant likely consists of a multidisciplinary team of urban planners, housing professionals, economic development professionals, commercial broker and real estate professionals, landscape architects, and civil engineers.

SECTION 2 History and Background

The Village of McFarland is located adjacent to the southeast side of the City of Madison in Dane County. The current population of McFarland is estimated at 9,331 residents. The Village is serviced by USH Highway 51 serving as the main connection point between the cities of Madison and Stoughton. The Village of McFarland has 75 permanent employees supplemented by seasonal, temporary, and part-time employees when necessary. The Village's primary departments include Administration, Community & Economic Development, Communications/Technology, Fire and Rescue, Library, Public Works (including Parks and Utilities), Police, and Senior Outreach. More information about the Village is available at www.mcfarland.wi.us.

On March 10, 2008, the Village Board adopted the East Side Neighborhood Growth Area Plan. This plan includes land use recommendations for an area of approximately 850 acres lying on the east side of the Village. Refer to Exhibit A of the RFP. The boundaries of the 2008 Plan are based, in part, on an Intergovernmental Boundary Agreement with the Town of Dunn approved in 2005, which expires December 31, 2025. At the time of adoption, only a small portion of the 2008 plan was included within the Village's municipal limits. Due to the timing of adoption of this plan prior to the Great Recession, and the availability of other adjacent single-family subdivisions within the Village, very little land development has occurred in the east side neighborhood since adoption of the plan in 2008.

In 2017 the Village updated its Comprehensive Plan. As part of that planning process the 2008 East Side Neighborhood Plan was incorporated into the updated Comprehensive Plan; however, no substantial reanalysis of the 2008 East Side Neighborhood Plan's recommendations or conceptual development plan occurred at that time.

Since 2017, the Village has approved several annexations that include a substantial portion of the East Side Neighborhood and beyond. Refer to Exhibit B of the RFP. Some of these areas include existing residential homes on private well and septic systems. The Village anticipates it may receive additional requests in the future for similar types of developments.

The Village's Comprehensive Plan Future Land Use Map 6 needs updating to include all lands which are now included in the Village's Extraterritorial Plat Review Jurisdiction. Other recent activities include:

- 2017, completion of Phase 1 of the Lower Yahara River Trail connecting the City of Madison and the Village of McFarland. The Dane County Parks Department continues to work on additional trail phasing to connect the trail from the Village's southeast boundary (Urso Park) to Lake Kegonsa State Park.
- 2018, completion of the East Basin Utility Service Study.
- 2019, adoption of a new Outdoor Recreation & Open Space Plan.
- 2020, expansion of the Village's Urban Service Area Boundary. Refer to Exhibit C of the RFP.
- 2020, approval of a new 117 lot residential subdivision by Veridian Homes called Rosewood Fields. Refer to Exhibit D of the RFP.
- 2021, creation of a master plan for a new community park on land purchased by the Village in 2019. Refer to Exhibit E of the RFP.
- 2021, completion of a Village Sustainability Plan.
- The WisDOT is planning a new diamond interchange at CTH AB and US 12 & 18 that will improve access from the Village's east to I-39/90 and the Beltline. Construction is currently scheduled for Fall of 2022 through Fall of 2023. Refer to Exhibit F of the RFP.

Commercial development within the Village is primarily located along USH 51, Farwell Street and the Village's Downtown. Office and light industrial development primarily occur along Terminal Drive and Triangle Street from Siggelkow Road to Voges Road, within the Village's Tax Increment District #3. Most of the lots within these areas are built out. The Village continues to actively pursue redevelopment projects in these areas, guided by the Village's 2005 Terminal & Triangle District Plan and Redevelopment District #1 Plan. However, given these areas are mostly built out, the Village lacks areas to grow the overall amount of office and light industrial businesses in the community. Retail and service uses primarily occur along USH 51 from Larson Beach Road to the Babcock County Park, Farwell Street from USH 51 to Exchange Street, and in the Downtown. These areas are located within the Village's Tax Increment District #4 and #5. The Village continues to actively pursue mixed-use redevelopment projects in these areas, guided by the Village's 2017 Comprehensive Plan, Tax Increment District #5 Project Plan, Tax Increment District

#4 Project Plan, Redevelopment District #2 Plan, and the Village Center Master Plan. Copies of these plans are available on the Community & Economic Development website.

Due to natural limitations and jurisdictional boundaries, new housing development is primarily limited to infill development and eastward expansion of the Village. From 2016 through 2020, the Village has added 290 single family dwelling units, 60 two-family units, and 205 multi-family dwelling units. The majority of the single-family development has occurred in the Village's Juniper Ridge, Ridgeview, Prairie Place, and Parkview Estates subdivisions. Refer to Exhibit G of the RFP. New multi-family development has primarily occurred through infill development projects adjacent to the Village's commercial corridors. In 2020 and 2021, the Village approved two affordable housing (LIHTC) multi-family development projects consisting of a total of 100 dwelling units. These developments are currently under construction. The Village has a desire to continue to expand the full range of housing options within the Village, including various forms of rental and owner-occupied affordable housing units.

These activities, coupled with changes in land ownership since 2008, and general changes in local and regional market demand, have prompted the Village to consider taking a fresh look at the strategies and recommendations of the 2008 East Side Neighborhood Growth Area Plan. The planning area for the updated neighborhood plan will be finalized with input from the selected consultant, but is anticipated to include those areas within the 2008 plan, along with those lands annexed to the Village since 2017 not already included in the 2008 planning area. In addition, the Scope of Work includes some Comprehensive Plan Future Land Use map updates within the Village's extraterritorial plat review jurisdiction.

This planning process will be guided under the Direction of the Community & Economic Development Director and the Village's Plan Commission. The Plan Commission holds its regular meeting on the Third Monday of the month at 7:00pm. For this project, the Plan Commission may consider holding a separate meeting on the First Monday of the month at 7:00pm. Consultants should anticipate project meetings with the Plan Commission on either of these dates throughout the project as needed. The project is also anticipated to involve the Community Development Authority, particularly those Scope of Work items related to Market Analysis and Business Park Development Plan. The CDA meets on the first Wednesday of the month at 7:00pm. There may be opportunities for joint meetings between the CDA and Plan Commission. Additional input from other Village committees and boards is anticipated through the process including the Public Works Utilities Committee, Parks & Recreation Committee, Natural Resources & Sustainability Committee, and the Village Board. The Village is currently utilizing Zoom for remote meeting participation by commission members and the public. The Consultant should anticipate a combination of in-person, remote, or hybrid meetings throughout the planning process.

SECTION 3 Plan Objectives

This planning process will look to address several short and long ranging planning objectives and questions, including but not limited to the following:

1. Identifying the appropriate location, type, mix, and intensity of land uses (residential, commercial, mixed-use, industrial, parks, opens space, utilities, roadways, trails, etc.) within the expanded east side neighborhood boundary.

2. Identifying locations that are most desirable for the development of a new east side business park. Based on market research, what types of commercial, office, and light industrial businesses are desired and likely to succeed within the local and regional marketplace?

3. Identifying locations that are most desirable for the development of new retail and service businesses. Based on market research, what are the current and projected gaps in the types of retail and service businesses within the Village? How much additional retail and service demand will be created through future residential growth in the east side neighborhood? How much of this demand will be met through development in existing commercial corridors and districts within the Village as opposed to locating within the east side neighborhood? What specific types of retail and service businesses are desired and likely to succeed within the neighborhood, local and regional marketplace?

4. Identifying specific strategies (e.g. plan policies, zoning and subdivision ordinance revisions, etc.) to ensure a range of housing styles, densities, unit mix, and price points, including strategies for addressing rental and owner-occupied affordable (workforce and low-income) housing, that are applicable to a community of McFarland's size. Based on market research, what is the current and estimated number of housing units needed (both rental and for sale) to meet the existing and future needs of the community based on unit type, number of bedrooms, price point, and location in relation to income levels and age characteristics? Can workers in McFarland afford to live here, and if not, what are the gaps? What criteria define the most suitable locations for affordable housing units? How can we design the neighborhood to take a holistic approach to integration of affordable housing, including transportation and utility design? Does the Village have the right balance of owner-occupied and rental housing? Page 66, Volume 2, of the Village's Comprehensive Plan states that the Village "intends to ensure that future single-family housing comprises at least 65% of the new units in the planned "Neighborhood" area on Map 6 of the Comprehensive Plan. This does not include areas specifically mapped "Multiple Family Residential" or "Mixed Use/Flex Commercial" on Map 6." This strategy is largely based on the current character of McFarland. Is this still a desired and sustainable land use strategy to apply to the East Side planning area? Under what circumstances and conditions, if any, should the Village consider the location of low-density residential subdivisions on private well and septic systems? If these types of residential subdivisions are going to be allowed, what specific strategies (e.g. plan policies, zoning and subdivision ordinance revisions, etc.) can the Village employ to

efficiently connect existing and any future residential properties on private well and septic systems to public sewer and water once they become available?

5. Identify specific strategies (e.g. plan policies, zoning and subdivision ordinance revisions, etc.) to ensure land use development occurs in a sustainable manner, including using green infrastructure strategies. How can the Village build on and improve the strategies from the 2008 plan?

6. Identify the location of future transportation infrastructure. This includes the location and design characteristics of future local, collector, and arterials roadways, as well as the location of future on- and off-road recreational trails. What type of neighborhood layout and design considerations might support future opportunities for transit services, affordable housing, or green infrastructure?

SECTION 4 Scope of Work

The selected Consultant will provide a full range of municipal planning services required to create a new East Side Neighborhood Plan. While it is anticipated that the new plan will build off the prior 2008 plan policies and strategies, neither the planning process nor the final deliverable need to follow those used in the creation of the 2008 plan. The desired services include, but are not specifically limited to the following:

1. Planning Area Identification & Background Analysis. Identification of the final planning area boundary. A description of the planning area, including a summary of prior planning activities, relevant planning documents and agreements, and existing natural resources and infrastructure, issues & opportunities within the neighborhood, etc. This includes both Village plans, and those relevant plans adopted by regional entities such as the Capital Area Regional Planning Commission (e.g. Regional Development Framework), Dane County Housing Initiative (e.g. Dane County Housing Needs Assessment, Dane County Regional Housing Strategy), Dane County Comprehensive Land Use Plan, surrounding local government comprehensive plans, Greater Madison Metropolitan Planning Organization (e.g. Connect Greater Madison 2050), Madison Region Economic Partnership (e.g Advance Now 2.0 Strategy), etc.

2. Market Analysis. The consultant is expected to perform a combination of demographic, housing, and economic development market profiles and assessments in order to inform decisions related to the Business Park Development Plan and Neighborhood Plan & Design. The following provides an overview of the general expectations for the market analysis. The consultant may provide other market analysis tasks and data deemed necessary or useful based on the consultant experience.

    a. Demographic Profile & Assessment. An analysis of demographic characteristics (e.g. age, sex, race, marital status, labor force, occupations, commuting status, incomes, etc.) of the Village and projected Village population to year 2050. Income estimates and projections should be broken down into categories based on area median incomes (AMI) (e.g. extremely low <30% AMI, 30-50% AMI, 50-80% AMI, 80-100% AMI, >100% AMI).

b. Housing Profile & Assessment. An analysis of the Village's existing housing stock by structure type (# of units per building), demographic cohort, age, unit type (# bedrooms per unit), occupancy (rental vs. owner occupied), vacancy rates, incomes, prices and sales data, etc. Identify existing and projected gaps in the housing supply by incomes (e.g. 30%-80% AMI), structure types, unit type, unit mix, demographic cohort, etc.

c. Economic Development Profile & Assessment. An analysis of the Village's current industry and business mix and land use base; jobs to housing unit ratios; a retail market analysis of the Village and surrounding trade area to identify gaps in the supply and demand of retail and service businesses; identification of specific locations within the Village best suited for specific commercial uses identified in the retail analysis, including areas within or outside of the east side neighborhood; an analysis of the impacts of future population, housing and business expansion within the east side neighborhood on other commercial corridors and districts within the Village; an analysis of the existing commercial and light industrial businesses within the Village and surrounding trade area to identify specific types of business and industry needs for McFarland.

3. Business Park Development Plan. The feasibility and design of developing a new east-side business park is a critical component of the planning project. This portion of the project should identify the general types of commercial, office and light industrial businesses (by NAICS codes or other means) that are desired and likely to succeed within the local and regional marketplace. Identify the specific location, conceptual layout design, lot size, transportation facilities, and utilities necessary to serve these uses. Identify the estimated costs to develop the business park, how the development of the business park could be phased, and the economic impact of the new business park including estimated property tax revenue. Recommendations regarding interim and long-term zoning districts and zoning code amendments necessary to achieve the development of a new business park. Identify specific funding programs or partners, including public or private, that would be applicable to McFarland. Identify potential implementation, timelines, and marketing strategies to develop the business park.

4. Neighborhood Plan & Design. The Neighborhood Plan & Design shall include a description of planning principles and policies to guide development within the neighborhood; a detailed description of the intent of each future land use category planned with the neighborhood area, including recommendations regarding various design standards such as density, lot sizes, setbacks, minimum open space per dwelling unit, floor area ratios, parking requirements, street design, trail design, signage, general site and building design guidelines, typical implementing zoning districts, etc. Affordable housing and sustainability shall be integral to the design of the neighborhood building off and

strengthening those prior recommendations in the 2008 plan. The use of representative images, roadway conceptual cross-sections, and more detailed conceptual site plans for specific strategic properties or land use categories is anticipated, similar to the 2008 plan. It is anticipated that the Consultant will likely need to produce several alternative development scenarios, future land use maps, and conceptual site plans for review and consideration by the Plan Commission as part of an iterative planning process.

5. Implementation Strategies. Describe implementation strategies including amendments to the Village's existing zoning, subdivision, capital improvement plan, outdoor recreation plan which will be necessary in order to implement the recommendations of the plan. Identify strategies for addressing affordable housing, sustainability, or transportation related recommendations. Identify potential implementation, timelines, and marketing strategies to develop the business park. Strategies to draw in more retail and service businesses.

6. Mapping. The planning project is anticipated to result in several planning maps which may include, but are not limited to, the following:

    a. Planning Area
    b. Existing Land Use
    c. Natural Resources, including WDNR wetlands, FEMA Floodplains, steep slopes, hydric soils, surface water, woodlands, existing Capital Area Regional Planning Commission (CARPC) mapped Environmental Corridors and Future Potential Environmental Corridors, etc.
    d. Infrastructure. Locations of existing and future public utilities (e.g. sewer inceptors, municipal wells, drainage basins, etc.) and stormwater management areas, CARPC Urban Service Area Boundaries, etc.
    e. Neighborhood Future Land Use. A map illustrating the locations of those future land uses described within the Neighborhood Plan & Design, including conceptual locations for future collector, arterial, and local streets, bike and pedestrian facilities, parks, drainage areas and stormwater management facilities, etc.
    f. Comprehensive Plan Future Land Use Map 6A. The consultant will provide the Village with an updated Comprehensive Plan Future Land Use Map that incorporates the final Neighborhood Future Land Use Map. Map 6A will be scaled to the existing Village municipal boundary. Map 6B will be scaled to the Village's current extraterritorial plat review boundary.

7. Community Input. Selected Consultant shall develop a planning engagement plan to educate stakeholders regarding the results of the market analysis and to gather input from community stakeholders (e.g. public, local businesses, planning area property owners, School District administrative staff, etc.) on the Neighborhood Plan & Design. Consultant may engage these audiences through a variety of methods including but not limited to surveys, interviews, focus groups, open houses, virtual meetings, or other means to be suggested and determined. The Consultant should also budget for an

appropriate number of meetings with Village Staff, the Plan Commission, and other various Village committees and stakeholders, to develop the plan based on the experience of the Consultant. A final presentation of the plan will be required once the document is complete to both the Plan Commission and Village Board.

These are the general requirements for the creation of a new East Side Neighborhood Economic Development & Land Use Plan and are not intended to be an all-inclusive list of tasks and deliverables. It is expected that the chosen consultant will provide the Village with more specific recommendations for approaches, tasks, and deliverables based on their experience and expertise from past work on similar projects. Innovative approaches that meet the intent of the Plan Objectives and Scope of Work are welcomed, these could be presented as additional services or additional approaches in the consultant response.

SECTION 5 Deliverables

The selected Consultant shall complete a final East Side Neighborhood Economic Development & Land Use Plan document that contains a summary of the planning process and those items described in the final Scope of Services. The final plan document(s) shall be user friendly, incorporating graphics and minimizing text to present a clear and concise planning document.

The final plan put forth for acceptance shall be completed in such a way that it can be fully integrated with other plans and initiatives adopted by the Village. The selected Consultant shall provide the Village with an electronic copy of the final plan in its original and pdf format, including all maps, GIS data and GIS map packages, graphics, or tables used to create the plan. The selected Consultant shall provide the Village with two (2) hard copies of the final plan and an electronic PDF copy of the final plan. Draft deliverables may be provided in PDF format.

SECTION 6 RFP Submittal Requirements

1) Qualification Details consisting of:

a. Cover Letter – Including, but not limited to a statement of understanding and approach to this project.

b. Experience – A summary of five to seven similar or relevant projects that the applicant has executed within the last seven years. Electronic links to full copies of similar or relevant plans are encouraged. Hard copies of similar or relevant plans are not desired and can be provided electronically.

c. References – Provide three to five municipal client references for which the applicant has provided similar planning services within the last seven years. Include the name, email, and telephone number of the contact person and a description of services provided to that contact.

2) Technical Proposal consisting of:

a. Scope of Work – A description of the approach to be taken toward completion of each item listed under Section 4 of this RFP, including any draft and final deliverables. An explanation of any variances to the proposed Scope of Work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal or from past project experiences.

3) Project Management Plan Proposal consisting of:

a. Key Personnel – A list or organization chart of personnel directly assigned to the project, along with responsibilities on this project and resumes. Clearly illustrate the responsibilities and lines of communication and authority relative to your project management team. Describe your plan to interface with Village staff. The firm's Project Manager, who will be responsible for planning, coordinating, and conducting the majority of the work, including meeting attendance with Village Staff and the Plan Commission, must be identified and committed to the project. Village reserves the right to approve Consultant's project manager and any requested personnel and subcontractor changes during the course of the project.

b. Quality Control – Describe quality control measures and processes to ensure the project requirements are achieved within the project budget.

c. Village Staff Commitments – Identification of those items within the Scope of Work for which the Consultant anticipates assistance by Village Staff. Village Staff will serve as the point of contact for public inquires during the planning process, will attend all public meetings, will maintain a project website, and provide public outreach of planning activities through existing Village social media outlets, electronic and community newsletters.

d. Project Schedule – A proposed schedule that indicates project milestones by phases or tasks, delivery of draft and final project deliverables, and overall timeline for completion of the Plan. Identification of meetings with Village Staff, Village committees, and the public, including summary of targeted discusses and meeting outcomes.

e. Supplemental Information – Any other information deemed necessary to address the requests of this RFP.

4) Cost and Labor Hours Proposal consisting of:

a. Cost – Lump Sum price to complete the plan as proposed in the Consultant's base Scope of Work.

b. Estimated Labor Hours – A summary of estimated labor hours by task, or phase, that clearly identifies the project team members, their hourly rate, and the number of hours performed by each participant organized by task or phase.

c. Additional Scope/Fees – Total fee, hours per employee, and hourly rates by employees, for any additional services not identified as included in the Consultant's base Scope of Work.

5) General requirements consisting of:

a. Due Date – **Responses to the RFP must be received by 4:00 PM CST on Thursday, January 7, 2022.** Proposals received late, for any reason, shall not be accepted.

b. Format & Location – Prospective consultants shall provide one (1) electronic PDF copy. RFP submittals shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.us, subject: East Side Neighborhood Plan RFP. Alternatively, consultants may submit an electronic PDF copy via a USB flash drive to the McFarland Department of Community & Economic Development, Attn: East Side Neighborhood Plan RFP, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.

c. Property – All information developed as part of this RFP, including graphics and data, shall become the property of the Village upon completion of the report. All text shall be submitted electronically as is most convenient. All original graphics generated as a part of the RFP shall be submitted to the Village in an easily reproducible hardcopy and electronic format as applicable.

SECTION 7 Evaluation Criteria

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

- Key Personnel (15 points). Experience and qualifications relevant to key personnel and their associated project roles and estimated labor hours.
- Project Experience (15 points). Level of experience completing similar projects with local government entities of similar size, structure, and complexity.
- Scope of Work (25 points). Level of responsiveness and technical approaches to the scope of work outlined within the RFP. Demonstration of knowledge and innovative approaches particular to the desired scope of work.
- Cost Effectiveness (25 points). Ability to meet budget/value as related to proposed and additional costs. Hourly rates of key personnel. Estimated total labor hours.

- Project Schedule (10 points). Ability to be responsive in meeting schedule required to complete the plan and deliverables. Quality, clarity and creativity of proposed planning process and public engagement.

- Quality of Submittal (10 points). Quality, clarity and completeness of submittal package, including identification of draft and final deliverables. Consultants shall not submit verbatim sections of this RFP as their proposal.

SECTION 8 Method & Timeline of Selection

The Village Administrator; Community and Economic Development Director; Chairperson and Vice-Chairperson for the Planning Commission, and the Chairperson of the Community Development Authority will conduct the evaluation of proposals submitted. This will comprise the RFP Evaluation Team. They will make a recommendation to the Planning Commission who will make the final recommendation to the Village Board for action. The following method and timeline will be utilized in order to select the desired proposal:

- **November 9th – RFP Issuance Date.**

- **December 7th – Deadline for submittal of written questions.** Questions regarding this RFP shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.us.

- **December 10th – Responses to written questions.** Responses to all submitted written questions will be posted to the Village website.

- **January 7th, 2022 – RFP Due Date.**

- **January 10-21 – Evaluation.** During this week, the Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in-person or virtual interview.

- **January 24-27 – Interviews.** During this week, the Evaluation Team may host interviews of perspective consultants in order to make a selection.

- **January 28th – Evaluation Team Recommendation.** The Evaluation Team will make its recommendation to the Plan Commission for further consideration following completion of their work to evaluate the proposals.

- **January 31st – Plan Commission Recommendation.** The Plan Commission will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.

- **February 14th – Village Board.** The Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.

- **March 1st – Estimated project commencement date.**
- **March, 2023 – Estimated project completion date.**

SECTION 9 Terms and Conditions

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

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

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

The Village will not discriminate against individuals due to sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other characteristics protected by law. This applies to all Consultants submitting proposals to this project and their sub-consultants.

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

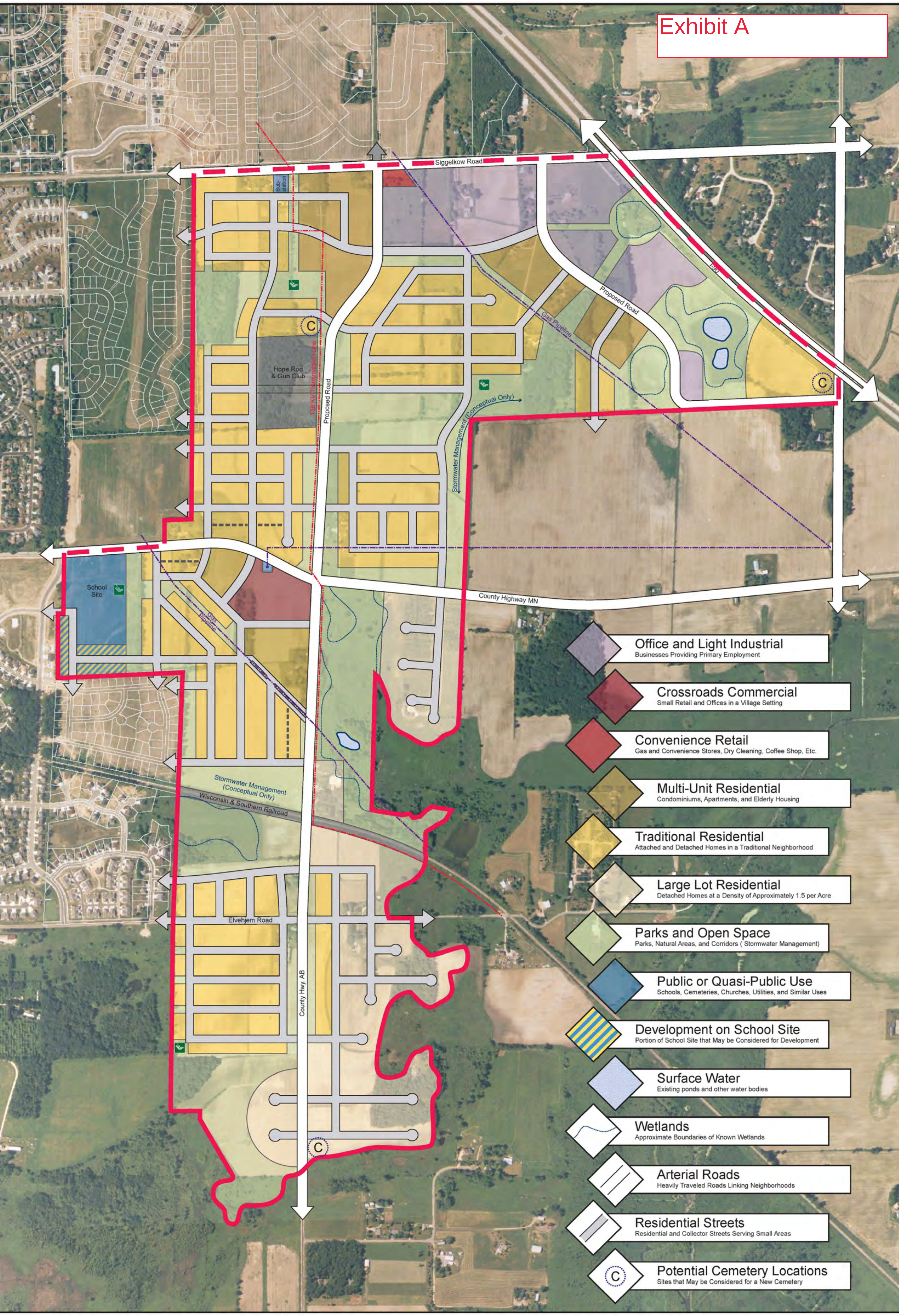
All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the Village.

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

SECTION 10 RFP Exhibits

Exhibit A: 2008 East Side Neighborhood Growth Area Concept Development Plan
Exhibit B: Village Annexations Since 2017
Exhibit C: 2020 Urban Service Area Amendment
Exhibit D: Rosewood Fields Subdivision
Exhibit E: Community Park Draft Concept Plan
Exhibit F: WisDOT CTH AB & US 12/18 Concept Plan
Exhibit G: East Side Subdivisions
Exhibit H: Standard Contract Template

Exhibit A

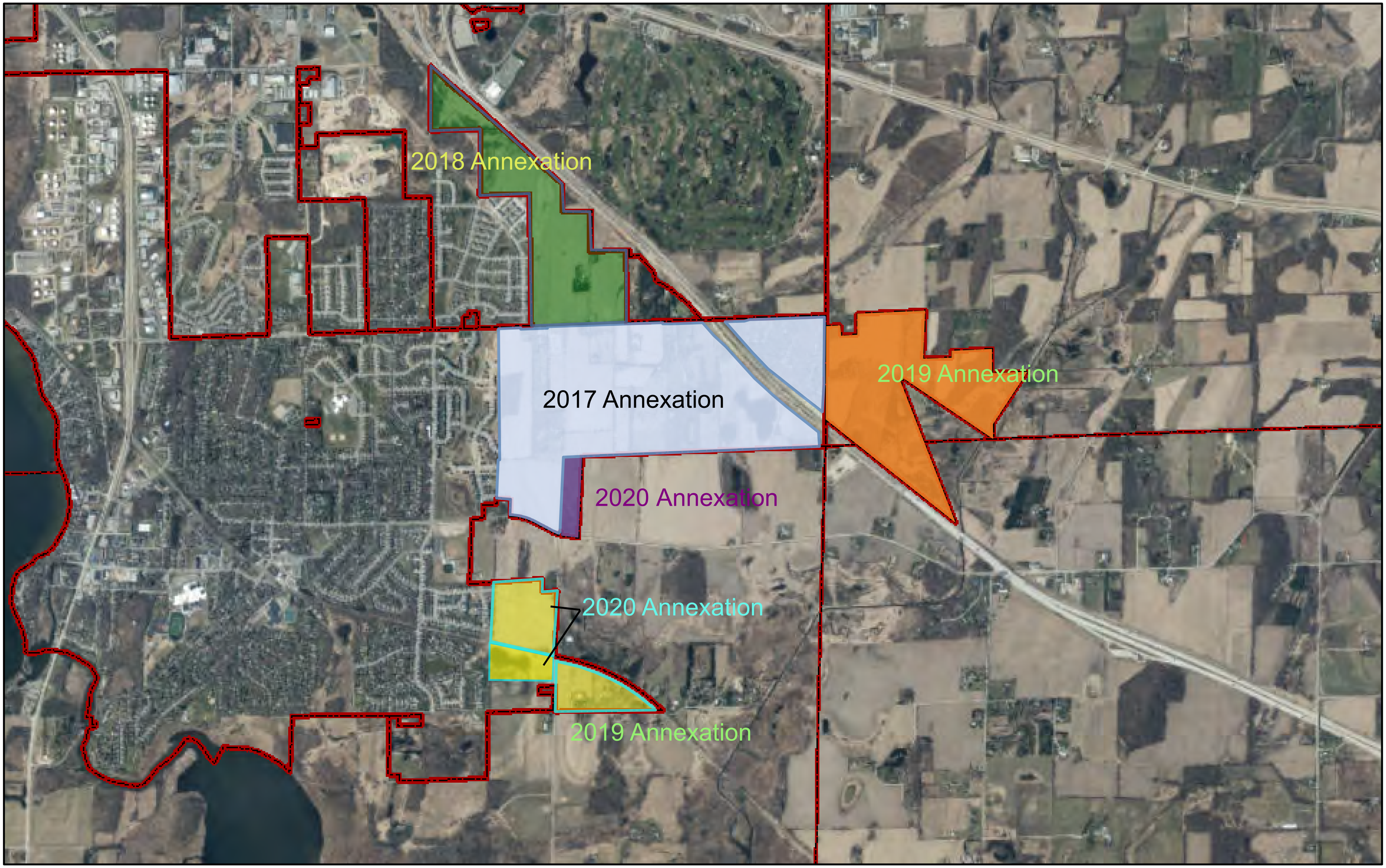


Village of McFarland - East Side Neighborhood Growth Area - Concept Development Plan

R.A. Smith & Associates, Inc.

Exhibit B

Village of McFarland - Annexation (2017-2020)



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Areas

Override 1

Override 2

Override 3

Override 4

Override 5

Municipalities

City

Village

Town

1:45,456

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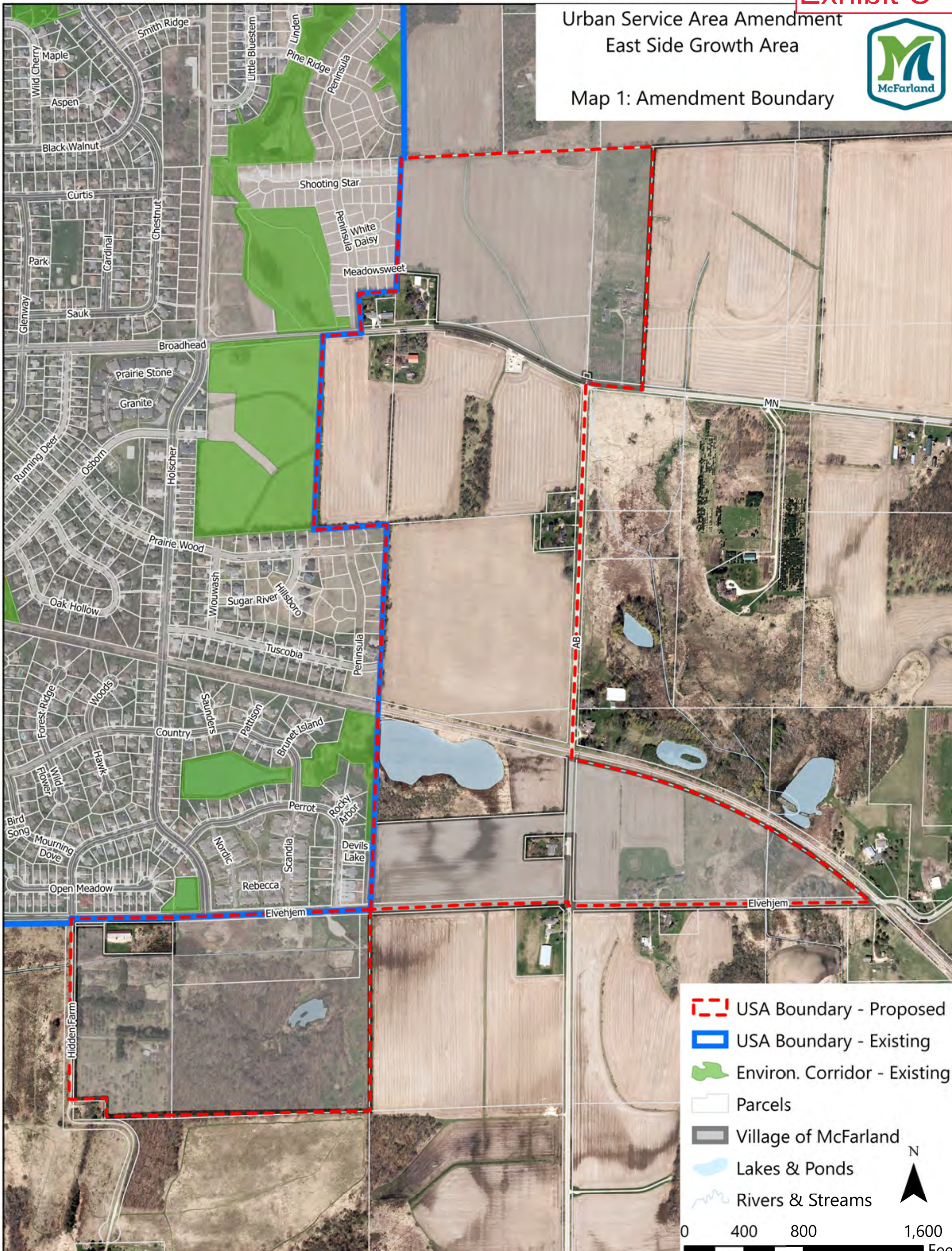
0 0.45 0.9 1.8 km

na

Village Staff

na | MMSD |

Exhibit C



Path: G:\COMMUNITY DEVELOPMENT\20 USA & MMSD Amendments\2020\Eastside Growth Area\GIS\USAAMap\USAAMap.aprx

Exhibit D

LOT TYPE	UNITS	%
Proposed SF Units		
COTTAGE - 37	17	14.6%
VILLAGE - 45	7	6.0%
MEADOW - 51	5	4.3%
TERRACE - 59	41	35.0%
MANOR - 65	22	18.8%
ESTATE - 69	15	12.8%
TOTAL	107	91.5%
TWINS	10	8.5%
TOTAL UNITS	117	100%

PARK DEDICATION	
DEDICATED PARKS	~3.2 ACRES
STORMWATER MANAGEMENT	~3.3 ACRES

Revised: 8.25.20
VANDEWALLE & ASSOCIATES INC.

EXHIBIT G: MASTER PLAN

ROSEWOOD FIELDS
MCFARLAND, WISCONSIN

VERIDIAN HOMES

Exhibit E

File: P:\20.022 McFarland Park MP\CAD\Com Park\LW FINAL.dwg Layout: COM MP User: Blake Theisen Plotted: Sep 21, 2021 - 9:30pm

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison,WI 53717
608.886.6808

Project Name:
COMMUNITY PARK MASTER PLAN
MCFARLAND, WI

Sheet Title:
CONCEPT PLAN - PREFERRED SITE PLAN

Revisions:

Project #: 20.022
Issued For: Review
Date: 09/19/2021

Sheet Number
CP MP

Exhibit F

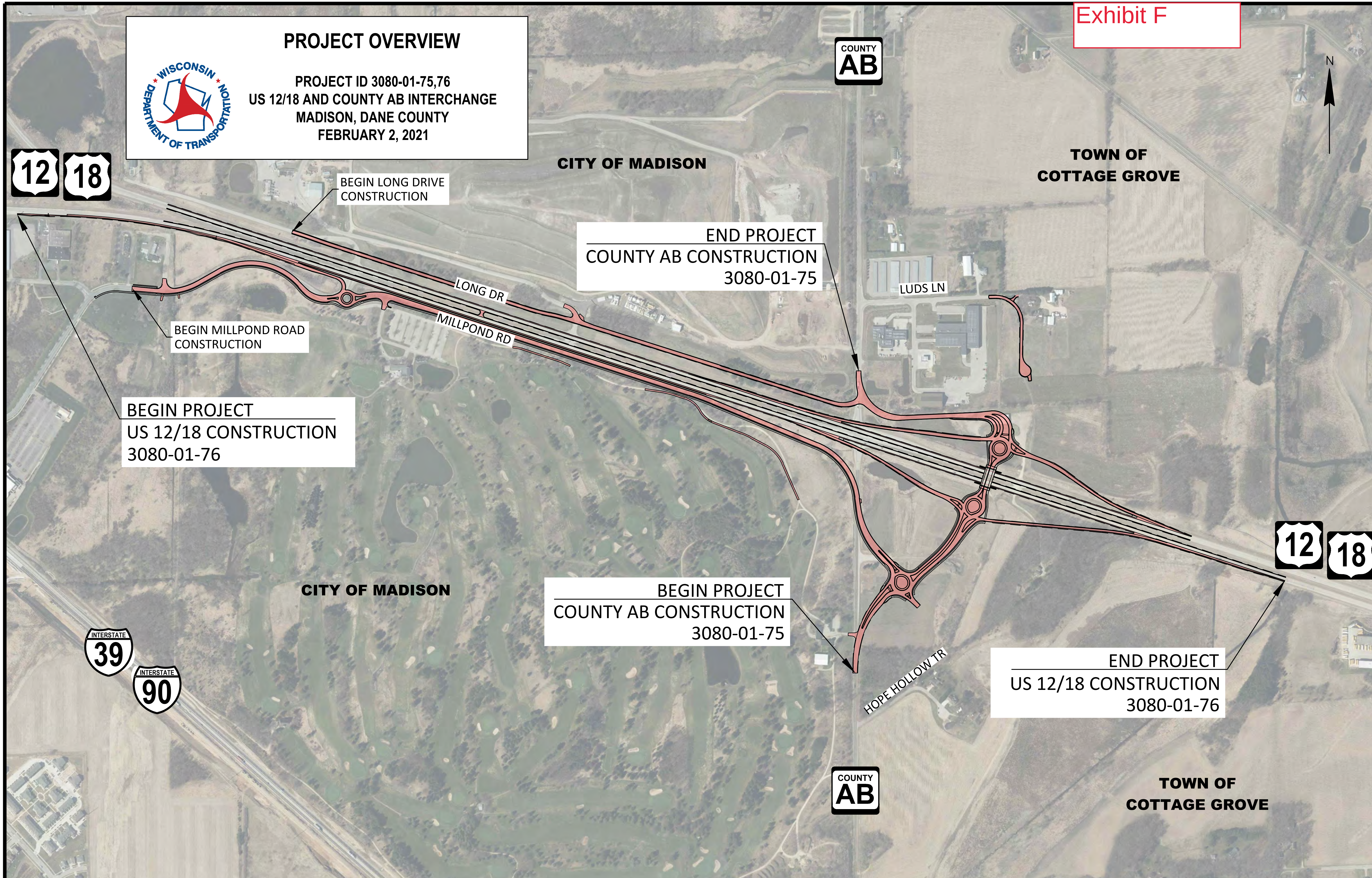
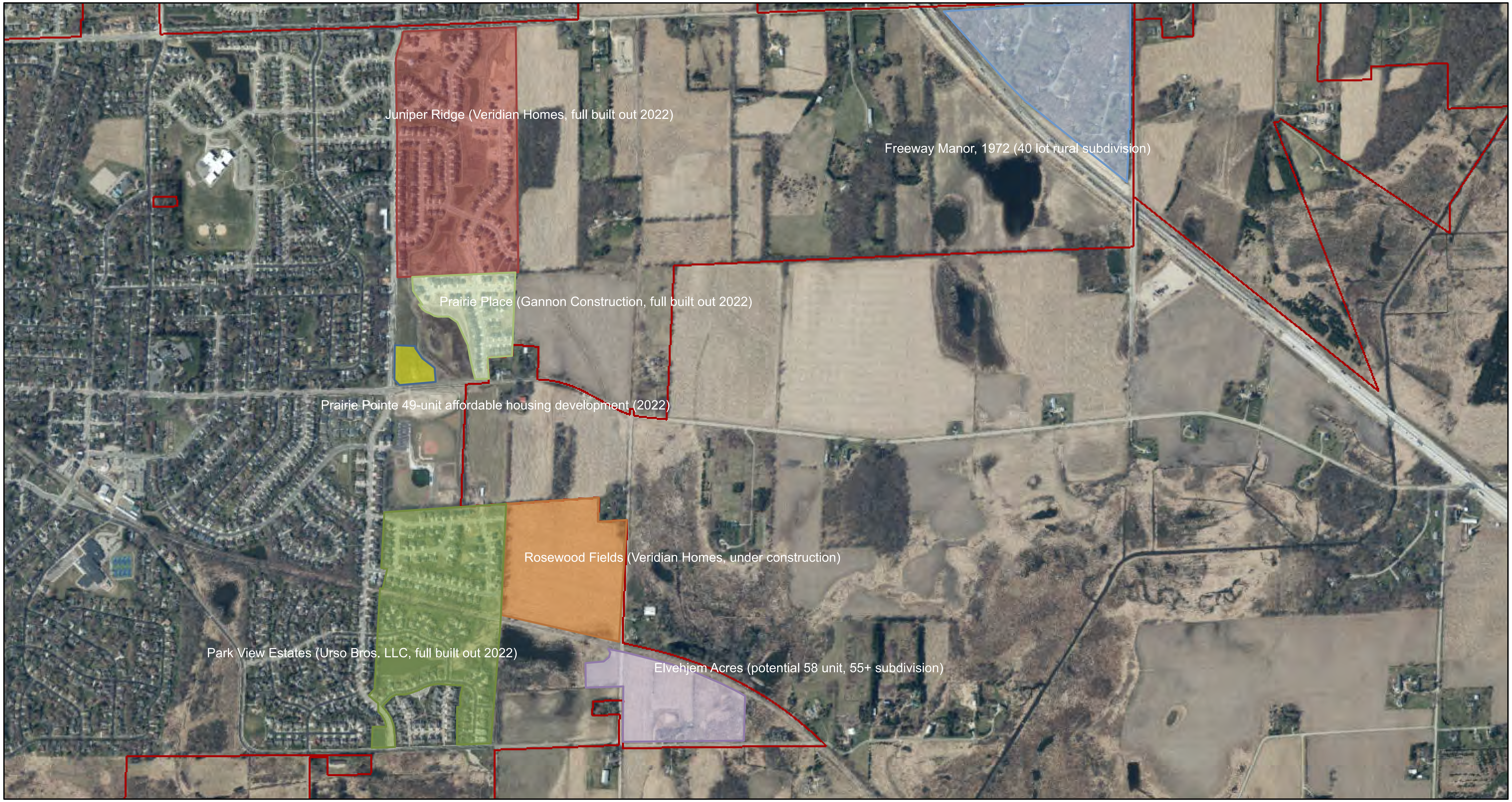

PROJECT OVERVIEW
WISCONSIN DEPARTMENT OF TRANSPORTATION
PROJECT ID 3080-01-75,76
US 12/18 AND COUNTY AB INTERCHANGE
MADISON, DANE COUNTY
FEBRUARY 2, 2021
12
18
CITY OF MADISON
TOWN OF COTTAGE GROVE
COUNTY AB
N
BEGIN LONG DRIVE CONSTRUCTION
END PROJECT
COUNTY AB CONSTRUCTION
3080-01-75
LUDS LN
LONG DR
MILLPOND RD
BEGIN MILLPOND ROAD CONSTRUCTION
BEGIN PROJECT
US 12/18 CONSTRUCTION
3080-01-76
CITY OF MADISON
BEGIN PROJECT
COUNTY AB CONSTRUCTION
3080-01-75
INTERSTATE 39
INTERSTATE 90
HOPE HOLLOW TR
END PROJECT
US 12/18 CONSTRUCTION
3080-01-76
12
18
COUNTY AB
TOWN OF COTTAGE GROVE

Exhibit G

Subdivision Map - PC 10.18.2021



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Areas

- Override 1
- Override 2
- Override 3
- Override 4
- Override 5
- Override 6
- Override 7
- Village

1:16,693

0 0.15 0.3 0.6 mi

0 0.23 0.45 0.9 km

na

VILLAGE OF MCFARLAND CONTRACT

Expiration Date: ____________________________

Maximum Cost: ____________________________

Registered Agent: _________________________

Address: __________________________________

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

WHEREAS VILLAGE, whose address is 5915 Milwaukee St., P.O. Box 110, McFarland, WI 53558, desires to purchase services from PROVIDER for the purpose of _________________________________ ____; and

WHEREAS PROVIDER, whose address is ____, is able and willing to provide such services;

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

I. TERM. The term of this Contract shall commence as of the date on which all parties have executed this Contract and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties or as provided in Section IV. PROVIDER shall complete its obligations under this Contract not later than the EXPIRATION DATE.

II. SERVICES.

A. PROVIDER agrees to provide the services detailed in the attached Schedule A.

B. PROVIDER shall commence, carry on and complete its obligations under this Contract with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Contract and all applicable laws. In providing services under this Contract, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of VILLAGE. Time is of the essence with regard to all dates for completion of any services under this Contract unless expressly provided otherwise.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Contract. Such personnel shall not be deemed to be employees of VILLAGE nor shall they or any of them have or be deemed to have any direct contractual relationship with VILLAGE.

D. All services by PROVIDER shall be performed in a good and workmanlike manner and consistent with all standards of performance customary in the State of Wisconsin as well as any standards of quality advertised by PROVIDER.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Contract, without the prior written consent of VILLAGE unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from VILLAGE under this Contract may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. PROVIDER shall promptly provide notice of any such assignment or transfer to VILLAGE.

IV. TERMINATION.

A. The Village may terminate this Contract for any reason upon thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law in order to complete the services to be provided under this Contract.

3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Village Board or the State or Federal Governments to appropriate sufficient funds to carry out VILLAGE's obligations hereunder, shall result in automatic termination of this Contract as of the date funds are no longer available, without notice.

D. Upon the expiration or any termination of this Contract, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Contract shall at the option of VILLAGE become the property of VILLAGE, and PROVIDER shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products. Notwithstanding the above, PROVIDER shall not be relieved of liability to VILLAGE for damages sustained by VILLAGE by virtue of any breach of this Contract by PROVIDER, and VILLAGE may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. VILLAGE agrees to make such payments for services rendered under this Contract as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Contract or its attachments, VILLAGE shall never be required to pay more than the sum set forth on page 1 of this Contract under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Contract.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence.

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

VIII. INSURANCE.

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

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

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

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

Environmental Impairment (Pollution) Liability
PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden, unless the VILLAGE waives this requirement in writing. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

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

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

C. Upon execution of this Contract, PROVIDER shall furnish VILLAGE with a Certificate of Insurance listing VILLAGE as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Contract. The Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services is Claims-Made and indicate the Retroactive Date, and PROVIDER shall maintain coverage for the duration of this Contract and for six (6) years following the completion of this Contract. PROVIDER shall furnish VILLAGE, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the VILLAGE with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or VILLAGE may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against VILLAGE upon any matter herein indemnified against, VILLAGE shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance, if required. In case of any sublet of work under this Contract, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. The VILLAGE, acting at its sole option and through its Village Board, may waive any and all requirements contained in this Contract, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Village Board taking into account the nature of the work and other factors relevant to VILLAGE's exposure, if any, under this Contract.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Contract constitute or be construed as a waiver by VILLAGE of any breach of the covenants of this Contract or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by VILLAGE while any such default or breach shall exist shall in no way impair or prejudice the right of VILLAGE with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION. During the term of this Contract, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment, except to the extent that such factors are substantially related to the qualifications of such person to perform the work or receive the services. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph.

XI. MISCELLANEOUS.

A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Contract on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Contract. PROVIDER shall notify VILLAGE immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner. The person(s) executing this Contract on behalf of PROVIDER individually warrants and represents that he, she or they are duly authorized to enter into this Contract and bind the PROVIDER hereto, and that no signatures other than those shown in the signature blocks below are necessary to make this Contract binding on PROVIDER.

B. Controlling Law and Venue. It is expressly agreed that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall lie solely in the Dane County Circuit Court.

C. Limitation of Contract. This Contract is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D. Entire Contract. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Contract shall not be amended in any fashion except in writing, executed by both parties.

E. Counterparts. The parties may evidence their agreement to this contract upon one or several counterparts of this instrument, which together shall constitute a single instrument.

F. Severability. In the event any provision, term or clause contained in this Contract shall be determined unlawful or unenforceable, such determination shall not affect the remaining provisions of this Contract which shall remain in full force and effect. In the event any such provision, term or clause shall be determined unlawful or unenforceable as to any particular person or circumstances, such determination shall not affect the applicability of such provision to any other person or under any other circumstances.

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

FOR PROVIDER:

Date Signed: ______________________ ____

Date Signed: ______________________ ____

* [print name and title, below signature line of any person signing this document]

* * *

FOR VILLAGE:

Date Signed: ______________________ ____
Brad Czebotar, Village President

Date Signed: ______________________ ____
Cassandra Suettinger, Clerk/Treasurer

Approved as to form:

____
Allen D. Reuter
Village Attorney

GENERAL INSTRUCTIONS FOR COMPLETING SCHEDULES “A”, “B”, “C”

Schedule A

1. Describe services to be performed **in detail.**

2. Add in any time limits on when the services are to begin, when to end, and any other definite or referable time limits.

3. Put in any cancellation provision you want or reference cancellation to a proposal or bid. If you don’t do anything, there will be no cancellation provision.

4. Add in any assignment provisions, if necessary, or reference proposal or bid provision. Again, if you do nothing, there will be no assignment provisions allowable. That is the normal course of events.

5. Include any standards to be used by the Provider when doing the work; these can be referenced to a proposal or can be written out here and subject to your on-going approval.

6. Add in anything you are supposed to do to aid or facilitate the work of the Provider.

Schedule B

1. Indicate the maximum amount the Provider will be paid.

2. Include how Provider will be paid, that is, whether in one lump sum at the beginning or end, a percentage now and installments later on, how payments are referenced if installments (whether by percent and dates, by amount of work done, flat dollar amount by units of service billed to you, etc.). If you are using unit cost basis, make sure that a unit is identifiable and measurable and is described in Schedule “A”.

3. Describe how the Provider is to bill the VILLAGE. If a Provider is to bill you, indicate when they will be paid (30 days, 60 days, etc.) after receipt of the bill.

Schedule C

1. Describe the nature and dates of any reports required. Be specific.

2. If audits are to be performed or permitted at your option, indicate that here. Remember: audits after the term of the contract are useless unless you have withheld a part of the payments until the audit is complete and satisfactory to you.

Example

SCHEDULE "A"

I. Pursuant paragraph #1 of the attached CONTRACT, the PROVIDER shall provide the following services:

a. Examine in detail the operations of the Sanitary department with a view toward recommending improvements in the manner in which in-coming work is assigned to the various field personnel. It is contemplated that this work shall be accomplished by the PROVIDER assigning one of its staff full-time to this phase until accomplished. Date of completion: not later than 7-15-16.

b. Make detailed written recommendations for the improvement of the in-take functions of the Sanitary department described in a. above. The goal of this phase is to increase the efficiency of the department and to expedite requests for inspections by members of the public. Date of completion: 7-15-16.

c. Evaluate the recommendations in b. above by auditing the intake functions of the department after the recommendations have been instituted and make any necessary adjustments. This is contemplated to be an on-going process over a period of 5 months, with a completion date of January 15, 2016.

II. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated July 1, 2015, and attached hereto and incorporated herein by reference.

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

SCHEDULE "B"

I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

a. For the completion of Schedule "A", para I.a., the sum of $2,000.00 if completed timely, with a reduction of 1% of said amount for each calendar day uncompleted beyond the schedule completion date.

b. For the completion of Schedule "A", para I.b., the sum of $5,000.00 if completed timely, a reduction of 2% for each day late.

c. For completion of Schedule "A", para I.c., the sum of $25.00 for each hour of service actually spent evaluating and auditing the performance of the department under the recommendations of the PROVIDER, the PROVIDER to submit monthly, by the 10th of the succeeding month, a bill itemizing hours spend in performance of said duties.

II. If PROVIDER is timely with respect to all its obligations under this CONTRACT, the VILLAGE shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, VILLAGE'S payments will be delayed an additional 30 days.

III. In no event shall the PROVIDER be paid more than the sum of $2,000.00 for its obligations under para. I.c. above.

SCHEDULE "C"

I. In addition to other reports required herein, the PROVIDER shall provide a written summary of its audit results under Schedule "A", para. I.c., no later than March 15, 2001. The VILLAGE shall withhold the sum of $500.00 due as payment hereunder until such written summary is received.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, November 3, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

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

AGENDA ITEM: **Discussion regarding possible amendments to the Village's Tax Increment Financing Development Incentives Policy Manual and Application.**

PREVIOUS ACTION:

ISSUE SUMMARY:
The October 6th joint meeting with the Village Board indicated a desire to evaluate some potential changes to the Village Tax Increment Financing Development Incentives Application. Some areas for possible consideration include:

- Disclaimer language
- Adjusting the amount of incentives provided based on the type of financing requested (e.g. increasing Pay-Go incentives)
- Adjusting the levels of funding provided to multi-family development projects (e.g. greater incentives for mixed-use projects, projects with non-market rate housing, projects with sustainability features)
- Policies regarding the sale of Village-owned land (e.g. land sales below market value)
- Policies regarding payback period related to TID termination dates
- Patterns in any past approvals related to any exceptions granted to specific criteria
- Any desired changes to application review processes.
- Etc.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
This agenda item is presented for discussion only. Staff anticipates at least two meetings to discuss potential changes to the Policy Manual & Application prior to a recommendation to the Village Board. We will utilize this meeting to discuss potential changes at a high level and the next CDA meeting to review a track changes copy of the TIF Policy Manual/Application.

VILLAGE OF
McFarland

ATTACHMENTS:

1. McFarland_TIF Incentives Policy Manual and Application_04082019

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL

1. PURPOSE

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

2. DISCLAIMER

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

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

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

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

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

4. ELIGIBLE COSTS

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

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

5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

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

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

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

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

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

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

6. EVALUATION CRITERIA – DEVELOPMENT INCENTIVE QUALIFICATIONS

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

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

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

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

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

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

    - ▫ For Pay-As-You-Go (Developer Financed) Agreements the maximum amount of assistance is capped at 30% of the estimated total project costs.
    - ▫ For Traditional Loan Agreements the maximum amount of assistance is capped at 20% of the estimated total project costs.
    - ▫ For Tax Increment Loan at Occupancy Agreements the maximum amount of assistance is capped at 20% of the estimated total project costs.
    - ▫ For Tax Increment Loan at Project Start Agreements the maximum amount of assistance is capped at 10% of the estimated total project costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. APPLICATION PROCEDURE

Applications submitted for TIF assistance shall be reviewed through the following process:

- ☐ Initial Consultation. Applicants are encouraged to meet with the Village Administrator and Community Development Director to discuss proposed TIF assistance requests and conceptual development plans prior to submitting an application.

- ☐ Plan Commission Referral. Applicants may be referred to the Village's Plan Commission to discuss the proposed project in order to gain better insight on how to design the project to meet the Village's planning objectives and applicable zoning requirements. *Note, it is not the intent of the Plan Commission to make recommendations regarding the financing requested, only design aspects of projects.*

- ☐ Application. Application materials, including the required fee and escrow shall be submitted to the Village Community Development Director who will notify the appropriate Village Staff, Village Attorney or any other professional who provides services to the Village whom are directed by the Village Community Development Director to review the application.

- ☐ Fees and Escrow Deposit. A processing fee in the amount of $250 per application must be submitted with the application. In addition, the applicant will be required to submit an initial escrow deposit in the amount of $2,500 per application, with addition $2,500 increment payments as needed, to reimburse fees for professional services incurred by the Village related to the review of the application or development agreement.

- ☐ Preliminary Determination of Completeness. The Village Community Development Director, and other designated staff, will review the application for completeness and applicability. If the application is incomplete or if additional information is needed the applicant will be notified that the application is not complete, and the reasons will be stated referring to the specific additional information required. The applicant may then resubmit the application with additional information/modifications or may withdraw the application.

- ☐ Project Management Team Review. The Village's Project Management Team (PMT) will review the application for eligibility and complete a pro forma analysis of the project. In order to better understand the needs of the project, the applicant or staff may request a meeting(s). Review time will be approximately 30 days from the date the completed application is submitted to the Village; however, more or less time may be required for particular applications. Upon completion of staff review, the application and a supplemental staff report will be submitted to the Village's Community Development Authority.

- ☐ Community Development Authority Recommendation. Within 30 days of receiving the staff report the TIF application shall be reviewed by the Village Community Development Authority (CDA), unless a delay is requested by the applicant. The applicant will be notified of the date of the meeting(s)[2] in which the application is reviewed. Applicants will be required to be present at the CDA meeting to answer questions regarding the proposed project. The CDA will make a recommendation to the Village Board to approve, approve with conditions, deny the application, or table the application pending further discussion or information by the applicant.

- ☐ Village Board Preliminary Approval. The application will be reviewed by the Village Board at its next scheduled meeting following action by the CDA. The applicant will be notified of the date of Village Board meeting(s)[2] in which the application is reviewed. Applicants will be required to be present at the Village Board meeting to answer questions regarding the proposed project. The Village Board at their discretion may refer the matter to another Village committee for recommendation or may hold a public hearing. The Village Board may approve, approve with conditions, deny the application, or table the application pending further discussion or information by the applicant. *Note, at this stage in the process the Village Board may make a determination as to whether*

[2] The CDA and/or Village Board may meet in closed session, pursuant to Wisconsin statutes, to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically to discuss the TIF application or Development Agreement.

to provide TIF assistance, a maximum amount of assistance, the form of incentives, and required assurances. These decision points will provide parameters for Village Staff and the applicant to negotiate a draft Development Agreement for future consideration by the Village Board.

☐ Draft Development Agreement. Upon preliminary approval of the TIF Application by the Village Board, Village Staff shall create a draft Development Agreement based on the direction provided by Village Board. The draft Development Agreement will be reviewed with the applicant. The Development Agreement will describe the obligations of both the Village and the applicant, and the terms and conditions of TIF assistance.

☐ Village Board Final Approval. The Development Agreement will be reviewed by the Village Board. The applicant will be notified of the date of Village Board meeting(s)[2] in which the Development Agreement is reviewed. Applicants will be required to be present at the Village Board meeting to answer questions regarding the proposed Development Agreement. The Village Board may approve, approve with conditions, deny the Development Agreement, or table action pending further discussion or information by the applicant. *Note, the applicant shall also be responsible for submitting other documentation in order to gain required zoning or building permit approvals.*

☐ Expiration. Approved TIF applications shall become void if after six months (6) from the date of approval the applicant and Village have not executed the Development Agreement, unless both parties agree to an extension.

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES APPLICATION

Application ID: ___________ (Year) - ________ (#) 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: ____________________

Applicant: ____________________

Mailing Address: ____________________

Primary Contact: ____________________ Telephone: ____________________

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 #

B. PROPERTY INFORMATION

Parcel(s) Address: ____

Parcel(s) Tax Number: ____

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

If no, current owner is: ____

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: ____________________square feet

Parcel Contains Existing Buildings? ☐ No ☐ Yes

If yes, indicate Total Building Size_____________________sq.ft.

Most recent property assessment (PA):

$________________ Land $ ________________ Improvements $ ________________ Total

Existing Uses: ____

Existing Zoning: _______________________________________

Existing Uses, Adjacent Parcels: _______________N ______________S _______________E _______________W

Existing Zoning, Adjacent Parcels: _______________N _______________S _______________E _______________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).

___

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.

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

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: _____________________________

Preliminary Construction Start Date: _________________________________

Preliminary Construction Completion Date: ____________________________

Date Occupied or Opened: ____

Number of principal buildings and estimated square footage: ____

Estimated equalized assessed valuation after project completion (EAV)

$ ____________ Land $ ____________ Improvements $ _____________ Total

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

Pre-improvements: $ _______________ PA x _________ Mill Rate = $ ______________ Total (A)

Post-improvements: $ _______________ PA x _________ Mill Rate = $ ______________ Total (B)

Additional increment (B-A) = $_______________________________

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

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

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

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

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

Who will own and operate the developed property? ____

Do similar businesses/uses already exist in McFarland?

☐ No ☐ Yes, If yes, indicate ____

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

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

$0-$19,000

______Full Time (current) ______Part Time (current) ______FT (created) ______PT (created)

$20,000-$39,000

______Full Time (current) ______Part Time (current) ______FT (created) ______PT (created)

$40,000-$59,000

______Full Time (current) ______Part Time (current) ______FT (created) ______PT (created)

$60,000+

______Full Time (current) ______Part Time (current) ______FT (created) ______PT (created)

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

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

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.

____

____

____

____

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: $____

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.

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

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

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

Lender for Project if in addition to the Village: ____

Officer__________________________________Phone________________Email_______________________________

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

Grant Sources: ______________________________________ Grant Amount: _______________________________

Grant Officer:____________________________Phone________________Email_______________________________

Application Status: ____

Date of Grant Announcement: __________________________________

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 ____ Title __________________________

Signature ____ Date __________________________

Return To:

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

SUMMARY SHEET

MEETING DATE: **Wednesday, November 3, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT:

AGENDA ITEM: **Presentation of Directors Report**

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 10.28.21 CD Highlights

www.mcfarland.wi.us/communityandeconomicdevelopment | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3154

Memorandum

To: McFarland CDA

From: Andrew Bremer, AICP
Community & Economic Development Director

Date: October 28, 2021

Re: September 2021, Community & Economic Development Department Highlights

The following is a summary of new construction activity for the month and YTD, including permit numbers and associated revenues.

YTD New Construction Building Permits

Building Permits (new construction)	2020 Actual	6-Year Average	4-Year Average	2-Year Average	2021 Actual YTD
SF (Total Units)	50	52	62	58	13
Duplex (Total Units)	2	10	14	8	0
MF (Total Units)	100	34	42	64	55
Total Res. Units	**152**	**96**	**117**	**130**	**68**
Commercial	2	3	3	2	0
* As of 9/30, 75% through calendar year					

75 total building permits issued in the month with no new home construction permits. The year started with 17 vacant SF lots in the active east-side subdivisions (excluding Rosewood Fields), there are 7 remaining.

YTD Department Revenues

Account		2020 Actual	6-Year Average	4-Year Average	2-Year Average	2021 Budget	2021 Actual YTD	YTD % of Budget
44300-101	Building Permit	$ 107,880	$ 86,912	$ 108,271	$ 107,597	$ 100,000	$ 55,146	55%
44300-102	HVAC Permit	$ 35,771	$ 31,876	$ 39,038	$ 33,402	$ 42,500	$ 14,847	35%
44300-103	Plumbing Permit	$ 34,745	$ 33,641	$ 40,767	$ 36,058	$ 42,500	$ 17,774	42%
44300-104	Electrical Permit	$ 50,335	$ 42,755	$ 52,062	$ 48,718	$ 48,000	$ 24,157	50%
44300-105	Sprinkler Fee	$ 6,210	$ 3,197	$ 4,776	$ 4,466	$ 7,750	$ 6,920	89%
44300-106	Fire Alarm Inspection Fee	$ 2,465	$ 2,485	$ 3,728	$ 3,490	$ 5,000	$ 1,870	37%
44300-108	CD Occupancy Inspection Fee	$ 9,535	$ 8,148	$ 9,496	$ 8,993	$ 9,000	$ 3,855	43%
44900-000	Misc. CD Permit Fees (fence, sig	$ 136,217	$ 125,238	$ 156,972	$ 120,464	$ 75,000	$ 59,318	79%
46800-000	Community Development Fees (	$ 22,556	$ 11,887	$ 12,530	$ 16,166	$ 12,500	$ 6,677	53%
47210-000	City - Building Inspection	$ -	$ 18,696	$ 10,159	$ -	$ -	$ -	0%
	Total Revenue	**$ 405,713**	**$ 364,834**	**$ 437,798**	**$ 379,353**	**$ 342,250**	**$ 190,565**	**55.7%**
* As of 9/30, 75% through calendar year								

Total C&ED deposits for the month were $14,221.64.

Summary of Department Activities:

- Preparation of the 2022 Department Budget.
- Continued refinement of McFarland Park and Community Park Master Plans.
- Economic development planning and development meetings for various properties in TID #3, 4, & 5.
- Development of Ordinance 2021-11 regarding updates to vision triangle regulations.
- Coordination with Dane County regarding Village updates to the Dane County Hazard Mitigation Plan.
- Village Board action on prior month C&ED related applications/projects:
  - 5411 Bashford Street (Dan Chin Homes). Approval of the rezone, right-of-way vacations/dedications, easements and Development Agreement.
  - 4313 Triangle Street (CTW). Approval of a Development Agreement.
- Status update of larger development projects previously approved:
  - 4900 Larson Beach Road (Taylor Pointe Apt). Exterior framing/roofing completed, working on exterior siding, interior finishes and site landscaping.
  - Prairie Pointe (Northpointe Development at Holscher & Brodhead). Received partial waiver of park impact fees. Closed on property acquisition. Anticipated to start construction end of October.
  - Rosewood Fields (Veridian, CTH AB). Construction of roadways nearing completion. Anticipate construction of homes may begin in November.
  - Public Safety Center. Building permits obtained and construction commenced.
- Public Meetings, Webinars & Conferences attended by Department Director:
  - September 1st, CDA meeting
  - September 8th, Chamber Tourism Committee meeting
  - September 8th, MadREP EDA meeting
  - September 13th, Plan Commission meeting
  - September 13th, Village Board meeting
  - September 27th, Village Board meeting
  - September 28th, Chamber Board meeting
  - September 29th: Webinar: UW-Extension, Role of the Zoning Board of Appeals

Look ahead to potential November 18th, PC Agenda Items:

- 4015 Terminal Drive. Public hearing on a Conditional Use Permit from Kwik Trip to develop a new gas station and convenience store.
- Public hearing on Ordinance 2021-11. Amending the Zoning and Municipal Code regarding the requirements for a vision triangle at corner lots and driveways.
- Presentation by Olivia Parry, Senior Planner Dane County Planning & Development Department, on Dane County Housing Initiative and Regional Housing Strategy.

Look ahead to potential November 3rd CDA Agenda Items:

- 4908 Terminal Drive (Waubesa Village Phase 4) Development Agreement
- Continued discussion on potential revisions to the TIF Development Incentives Policy Manual